Town of Lake Hamilton

Town Council Regular Meeting Agenda – April 14, 2026

Time: 6:00 P.M.
Location: Chambers 100 Smith Avenue

Phyllis Hall, Mayor
Robert Mathis, Vice Mayor
Cora Perry Roberson, Council Member Seat 1
Carmen Demanche, Council Member Seat 4

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE TO ALLEGIANCE

4. ROLL CALL

5. PROCLAMATION

A. National Donate Life Month Proclamation

B. Child Gun Safety Education Month

6. PRESENTATION

A. Juneteenth Event Funding Request

B. Award Presentations

7. CONSENT AGENDA

Note: Members of the Council may remove items from the Consent Agendas if they wish to discuss them. Requests for removal need to be made known to the Mayor under the Approval of the Order of Business at the beginning of the meeting.

A. March 3, 2026, Regular Council Meeting

B. March 6, 2026, Special Meeting minutes

C. March 9, 2026, RFQ Bid opening meeting minutes

D. April 8, 2026, RFQ Bid 2026-02 bid opening meeting minutes

8. PUBLIC COMMENT – NON-AGENDA ITEMS (Limited to 3 Minutes)

Your Town Council welcomes and invites citizens to comment on items (Non- Agenda Items) of community interest/concern or to bring forth areas of personal attention which may not have been fully addressed by Town Staff after prior contact to Town Hall, the Council may immediately act on any item or may request it be placed on a future agenda for further consideration.

9. OLD BUSINESS

A. Community Redevelopment Area request update.

10. NEW BUSINESS

A. Requesting the Designation and Authorization to Negotiate with the top ranked firm for RFQ # 2026-01.

B. Consider Parks and Recreation Board recommendation on having the Fourth of July event on Friday. July 3rd, 2026.

C. Consider Pennoni Agreement for Downtown and Community Development Plan that Council requested at the November 4, 2025 Regular Council Meeting.

D. Consider Special Exception request for a dock for Floridino's Restaurant as per Land Development Code Sec. 16-489 (c).

E. Mutual Termination Agreement for Terminating Wastewater Services with the Town of Dundee.

F. Consider Piggybacking on the City of Lake Wales Contract #21-494 for General / Building Contractor Services and Approve Proposal from SEMCO Construction, Inc to Erect a Pre-Engineered Metal Building at the Water Treatment Plant to replace existing awning structure that was damaged during the last Hurricane. Resolution R-2026-XX Budget Amendment to transfer funds

G. Consider Awarding RFQ #2026-02 Employee Benefit Insurance Brokerage Services to Brown and Brown.

11. STAFF REPORTS

TOWN ADMINISTRATORS REPORT

TOWN CLERK REPORT

TOWN ATTORNEY REPORT

TOWN COUNCIL COMMENTS

12. ADJOURNMENT

13. Any opening invocation that is offered before the official start of the Town Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Town Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Town Council or the town staff, and the Town is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Person in attendance at the Town Council meeting are invited to stand during the opening ceremony. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the Town Council Chambers or exit the Town Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Any person desiring to appeal any decision made by the Town Council, with respect to any matter considered at such meeting or hearing, will need a record of the proceedings, and for such purposes, must ensure that a

verbatim record and transcript of the proceeding is made in a form acceptable for official court proceedings, which record includes the testimony and evidence upon which the appeal is to be based. It shall be the responsibility of the person desiring to appeal any decision to prepare a verbatim record and transcript at his/her own expense, as the Town does not provide one. (F.S.286.26.105)
ATTN: PERSONS WITH DISABILITIES. In accordance with the American with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations to participate in this proceeding, please contact the Town Clerks Office at 863-439-1910, at least forty-eight (48) hours prior to the meeting, provide a written request to the Office of the Town Clerk. If you are hearing or speech impaired, please contact the
Florida Relay Service by dialing 7-1-1 or 1-800- 955-8771 (TTY) / 1-800-955-8770 (Voice).

5.A

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO:

THROUGH:

FROM:

AGENDA ITEM: National Donate Life Month Proclamation

DATE: April 14, 2026

SUMMARY & RECOMMENDATION:

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☐

If Yes, Please Explain:

RECOMMENDATION:

ATTACHMENT(S):
Proclamation for Donar life.pdf

PROCLAMATION

WHEREAS, One of the most meaningful gifts that a human being can bestow upon another is the gift of life, and

WHEREAS, Over 105,000 men, woman and children are currently on the national waiting list for organ transplantation, of which over 6,000 reside in Florida; and

WHEREAS, 49,065, a historic number of organ transplants, occurred in the calendar year 2025 in the Unites States thanks to the generosity of 23,787 deceased and living donors, of which LifeLink of Florida honored more donors than ever before serving 360 organ donors who provided 995 lifesaving translates to patients in need, and

WHEREAS, more than 2.5 million people throughout the country and in Florida benefit annually from tissue transplantation thanks to thousands of tissue donors; and,

WHEREAS, the need for organ, eye, and tissue donation remains critical as a new patient is added to the national waiting list for an organ translate every 8 minutes and each day roughly 13 people die due to the lack of available organs; and.

WHEREAS, more than 10 million Floridians have already registered their decision to give the Gift of life through organ and tissue donation on their driver's license; and

WHEREAS, Lifelink of Florida, the non-profit organization dedicated to the recovery of organs and tissue for transplantation therapy in Florida, with a mission to honor donors and save lives through organ and tissue donation.

NOW, THEREFORE, I Mayor Phyllis Hall, by virtue of the authority vested in me as Mayor of the Town of Lake Hamilton, in the State of Florida, do hereby declare the month of April 2026 as:

DONATE LIFE MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the Town of Lake Hamilton, Polk County, Florida to be affixed this 14th day of April 2026.

Town of Lake Hamilton

_____

Mayor Phyllis Hall

5.B

Town of Lake Hamilton

Town Council
Agenda Summary Report

TO:

THROUGH:

FROM:

AGENDA ITEM: Child Gun Safety Education Month

DATE: April 14, 2026

SUMMARY & RECOMMENDATION:

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☐

If Yes, Please Explain:

RECOMMENDATION:

ATTACHMENT(S):
Proclamation for Gun Child Month.pdf

PROCLAMATION

WHEREAS, One of the most meaning, and

WHEREAS, The Centers for Disease Control and Prevention (CDC), in its 2023 'Unintentional Firearm Injury Deaths Among Children and Adolescents Aged 0–17 report, determined child involved unintentional shootings to be a public health crisis, and

WHEREAS, The largest percentage of these deaths were among children aged 11–15 years, and

WHEREAS, The majority of victims were fatally injured at a house or apartment, including in their own home.

WHEREAS, Approximately two thirds of shooters were playing with or showing the firearm to others when it discharged.

WHEREAS, The Centers for Disease Control and Prevention (CDC) has determined "Unintentional firearm injury deaths of children are preventable…."

WHEREAS, To promote child gun safety education, to educate Florida's youth in gun safety practices, with the goal of eliminating firearm injuries and deaths of children in the state of Florida and to make Florida the nation's leader in the reduction and elimination of unintentional child gun injuries and deaths,

NOW, THEREFORE, I Mayor Phyllis Hall, by virtue of the authority vested in me as Mayor of the Town of Lake Hamilton, in the State of Florida, do hereby declare the month April 2026 as:

CHILD GUN SAFETY EDUCATION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the Town of Lake Hamilton, Polk County, Florida to be affixed this 14th day of April 2026.

Town of Lake Hamilton

_____

Mayor Phyllis Hall

6.A

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Matthew Jones, Public Services Superintendent

FROM: Juneteenth Organization

AGENDA ITEM: Juneteenth Event Funding Request

DATE: April 14, 2026

SUMMARY & RECOMMENDATION: The Juneteenth organization is asking the Town for the following items:
$4,500.00 for entertainment
Stage: Dundee primary, County secondary
Security: Chief and officers
Fire Department
Parade
Some kind of support for the weather due to heat
Park crew on location during the event with assistance inside the park
Dumpster
3 light towers
Bounce house for the kids

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: The Town is being asked to provide the above items which is going to make a financial impact on the Town. Total cost TBD. Council must identify the funding mechanism for the event in their motion if any.

RECOMMENDATION:

6.B

Town of Lake Hamilton

Town Council
Agenda Summary Report

TO: Town Council

THROUGH:

FROM: Brittney Sandoval, Town Administrator

AGENDA ITEM: Award Presentations

DATE: April 14, 2026

SUMMARY & RECOMMENDATION: Award Presentations

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO:

THROUGH:

FROM:

AGENDA ITEM: March 3, 2026, Regular Council Meeting

DATE: April 14, 2026

SUMMARY & RECOMMENDATION:

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☐

If Yes, Please Explain:

RECOMMENDATION:

ATTACHMENT(S):
March 3, 2026 Regular Council Meeting minutes .pdf

TOWN OF LAKE HAMILTON MINUTES TOWN COUNCIL REGULAR MEETING TUESDAY, MARCH 3, 2026 6:00 PM

The Town Council of Lake Hamilton held a Town Council Regular Meeting on Tuesday, March 3, 2026, at 100 Smith Ave., Lake Hamilton, FL 33851.

CALL TO ORDER
Mayor called the meeting to order at 6:00 pm.

INVOCATION
Led by Roberson.

PLEDGE TO ALLEGIANCE
Led by all.

ROLL CALL
Hall, Mathis, Roberson, and Demanche were present.

PROCLAMATION

Irish Heritage Proclamation
Mayor Hall read the Irish Heritage Proclamation.

PRESENTATION

Chief of Police Presentations
The Chief of Police Votour recognized Officer Pieka and Officer Yanes.

Citrus Connection Presentation
Tom Philips CEO of the Citrus Connection presented to the Council.

Presentation is a colorized graphic of a concept site plan for Sample Park Boat Ramp, which incorporates Town staff input.
Steve Elias from Pennoni presented to the Council.
The Council discussed.
Mayor Hall opened the hearing to the public.
Chuck Walter commented.
Howard Cone commented.

CONSENT AGENDA

Note: Members of the Council may remove items from the Consent Agendas if they wish to discuss them. Requests for removal need to be made known to the Mayor under the Approval of the Order of Business at the beginning of the meeting.

Motion made by Roberson and a second by Mathis to approve the consent agenda.
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

February 3, 2026, Regular Council Meeting minutes

February 10, 2026, Special Council Meeting minutes

Planning Commission application

PUBLIC COMMENT – NON-AGENDA ITEMS (Limited to 3 Minutes)

Ernest Wormley commented.
Chuck Walter commented.

OLD BUSINESS

Second reading and adoption of Ordinance O-2026-xx regarding proposed revisions to Sec. 16-176 General requirements for accessory uses and structures specifically pertaining to Accessory Dwelling Units (ADU)'s.

The Community Development Director requested to continue the Ordinance to the next Regular Council Meeting.

Motion made by Roberson and a second by Mathis to continue Second reading and adoption of Ordinance O-2026- xx regarding proposed revisions to Sec. 16-176 General requirements for accessory uses and structures specifically pertaining to Accessory Dwelling Units (ADU)'s to the April 14, 2026, Regular Council Meeting. A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

Second Reading and Adoption of Ordinance O-2026-XX Amending the Code to Repeal and Replace Parking Penalty Violations.

Town Attorney Sabatini read the Ordinance for the record.
Sgt.McGee presented to the Council.
The Council discussed.
Town Administrator Sandoval answered concerns and questions from the Council.
Mayor Hall opened the hearing to the public.
Bridget Perry commented.

Motion made by Mathis and a second by Demanche to deny Second Reading and Adoption of Ordinance O-2026-XX Amending the Code to Repeal and Replace Parking Penalty Violations.
A roll call vote was taken. Hall nay, Mathis aye, Roberson nay, and Demanche aye. **Motion failed 2-2.**

Second Reading and Adoption Ordinance O-2026-XX Amendment to the Special Events Ordinance

Town Attorney Sabatini read the Ordinance for the record.
Public Works Director Henry presented the item to the Council.
Mayor Hall opened the meeting to the public.
Ernest Wormley commented.
Frances Crews commented.

Motion made by Roberson and a second by Hall to approve as amended Second Reading and Adoption Ordinance O-2026-XX Amendment to the Special Events Ordinance with revisions to "such as created and amend by the Town Administrator".
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

Second and Final Reading Ordinance O-2026-XX Town Charter Amendments
AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA; PROPOSING

AMENDMENTS TO THE TOWN CHARTER; AUTHORIZING THE SUBMISSION OF FIVE SEPARATE CHARTER AMENDMENTS TO THE ELECTORS OF THE TOWN AT THE NEXT MUNICIPAL ELECTION TO BE HELD IN APRIL 2026; PROVIDING THE BALLOT TITLES AND SUMMARIES FOR EACH PROPOSED AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney read the Ordinance for the record.
The Town Attorney presented the item to the Council.
The Council discussed.
The Town Clerk answered the Council questions.
Mayor Hall opened the hearing for public comments.
Joshua Collier commented.
Motion made by Mathis and a second by Hall to approve Second and Final Reading Ordinance O-2026-XX Town Charter Amendments AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA; PROPOSING AMENDMENTS TO THE TOWN CHARTER; AUTHORIZING THE SUBMISSION OF FIVE SEPARATE CHARTER AMENDMENTS TO THE ELECTORS OF THE TOWN AT THE NEXT MUNICIPAL ELECTION TO BE HELD IN APRIL 2026; PROVIDING THE BALLOT TITLES AND SUMMARIES FOR EACH PROPOSED AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

NEW BUSINESS

Consider Interest in Purchasing 25+ Acre Property East/North/Southeast of Detour Ballfield.
Town Administrator Sandoval presented the item to the Council.
Motion made by Demanche and a second by Roberson to confirm to Deny Purchasing 25+ Acre Property East/North/Southeast of Detour Ballfield.
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

Consider approval of the RFQ for Employee Benefit Insurance Brokerage Services.
Finance Director Oaks presented the item to the Council.
Motion made by Demanche and a second by Mathis to approve RFQ for Employee Benefit Insurance Brokerage Services. A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. Motion passed 4-0. Award of

Invitation to Bid - Water and Wastewater Laboratory Services
Public Works Director Henry presented.
Motion made by Mathis and a second by Demanche to approve Award of Invitation to Bid - Water and Wastewater Laboratory Services
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

Consider Authorization to Piggyback Florida Sheriffs Association Contract Bid No. FSA25-VEH23.0 for Purchase of 2026 F350 Super cab with Crane body from Palmetto Ford.
Public Works Director Henry presented.
Motion made by Mathis and a second by Roberson to approve Authorization to Piggyback Florida

Sheriffs Association Contract Bid No. FSA25-VEH23.0 for Purchase of 2026 F350 Super cab with Crane body from Palmetto Ford.
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

STAFF REPORTS

Town Administrator report - She submitted the staff reports to the Council. She announced the Easter Egg hunt conjunction with the Woman's club breakfast starting at 8:30 am and the egg hunt at 10:30 am. Friday April 8th will be closed for Good Friday. She also mentioned she would be in and out of the office or working from the home due to personal affairs.
Town Clerk- She mentioned the Election will be on April 7, 2026, from 7 am to 7 pm. She read the Town Charter for the canvassing board; Canvassing Board for the 2026 Municipal Election, Town Charter, Sec. 4.06 - Town canvassing board. The town canvassing board shall be composed of two members of the town council and the town clerk.Generally, the Council members who serve are the ones who were not up for election. This year, that would be Vice Mayor Robert Mathis, Council Member Carmen Demanche and Town Attorney Anthony Sabatini. She also listed the tentative dates the canvassing board would meet. Canvass election night - Tuesday, April 7th at 5:00 PM and break if need and reconvene when Polls Close at 7:00 pm – at Town Hall (verify signatures, open mail in ballots) Certify Election Results - Friday, April 10th at 11:00 AM – at Town Hall Voting system audit - Tuesday, April 14th at 5:10 PM at Town Hall. She also announced the Town will have their first ever Candidate Forum for Monday March 23, 2026, at 6:00 pm in Town Hall; hosted and moderated by Northeast Chamber of Commerce, optional to the candidates who will be asked the same question with the same amount of time given to answer. Also, Friday on March 6th from 9am to 5pm staff from the Supervisor election office will be present in Town Hall to help the residents registered to vote. The Chamber Breakfast will be on Thursday March 12, 2026, at 8:30 in Lake Eva Center, Haines City, FL The Ridge Dinner will be on be Thursday March 12, 2026, in Bartow.

ADJOURNMENT

Mayor Hall adjourned the meeting at 8:00 pm.

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ATTN: PERSONS WITH DISABILITIES. In accordance with the American with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations to participate in this proceeding, please contact the Town Clerks Office at 863-439-1910, at least forty-eight (48) hours prior to the meeting, provide a written request to the Office of the Town Clerk. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1 or 1-800- 955-8771 (TTY) / 1-800-955-8770 (Voice).

ATTEST:

_____
Phyllis Hall, Mayor

_____
Jacqueline Borja, Town Clerk

_____
Brittney Sandoval, Town Administrator

7.B

Town of Lake Hamilton

Town Council
Agenda Summary Report

TO:

THROUGH:

FROM:

AGENDA ITEM: March 6, 2026, Special Meeting minutes

DATE: April 14, 2026

SUMMARY & RECOMMENDATION:

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☐

If Yes, Please Explain:

RECOMMENDATION:

ATTACHMENT(S):
March 6, 2026 Special Council Meeting minutes.pdf

TOWN OF LAKE HAMILTON MINUTES
EMERGENCY SPECIAL MEETING
FRIDAY, MARCH 6, 2026
3:00 PM

The Town Council of Lake Hamilton held a Emergency Special Meeting on Friday, March 6, 2026, at 100 Smith Ave., Lake Hamilton, FL 33851.

CALL TO ORDER
Mayor Hall called the meeting to order at 3:09 pm.

INVOCATION
Led by Roberson.

PLEDGE OF ALLEGIANCE
Led by all.

ROLL CALL
Hall, Mathis, Roberson, were present. Demanche was absent.
Town Attorney Gavin, Public Works Director Henry and Town Clerk Borja were present.

SPECIAL MEETING BUSINESS

RESOLUTION 2025-XX FEDERAL COMMUNITY PROJECT FUNDING REQUEST
Town Clerk Borja read the resolution for the record.
Public Works Director Henry presented.
Public hearing was opened.
There were no public comments.
Motion made by Mathis and a second by Roberson to approve RESOLUTION 2025-XX FEDERAL COMMUNITY PROJECT FUNDING REQUEST.
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and . **Motion passed 3-0.**

ADJOURNMENT
Mayor Hall adjourned the meeting at 3:19 pm.

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matter considered at such meeting or hearing, will need a record of the proceedings, and for such purposes, must ensure that a verbatim record and transcript of the proceeding is made in a form acceptable for official court proceedings, which record includes the testimony and evidence upon which the appeal is to be based. It shall be the responsibility of the person desiring to appeal any decision to prepare a verbatim record and transcript at his/her own expense, as the Town does not provide one. (F.S. 286.26.105)

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ATTEST:

_____
Phyllis Hall, Mayor

_____
Jacqueline Borja, Town Clerk

_____
Brittney Sandoval, Town Administrator

7.C

Town of Lake Hamilton

Town Council

Agenda Summary Report

TO:

THROUGH:

FROM:

AGENDA ITEM: March 9, 2026, RFQ Bid opening meeting minutes

DATE: April 14, 2026

SUMMARY & RECOMMENDATION:

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☐

If Yes, Please Explain:

RECOMMENDATION:

ATTACHMENT(S):
March 9, 2026 RFQ 2026-1 Bid opening meeting.pdf

TOWN OF LAKE HAMILTON
MINUTES
BID OPENING FOR RFQ BD 2026-01
MONDAY, MARCH 9, 2026
2:00 PM

The Bid Opening for RFQ BD 2026-01 was conducted on Monday, March 9, 2026, at 2:00 PM, at 100 Smith Ave, Lake Hamilton, FL 33851.

CALL TO ORDER

Town Clerk Borja opened the meeting at 2:00 P.M.

ROLL CALL

The following members were present: Town Clerk Borja and Public Works Director Henry.

RFQ BD 2026-01 BID OPENING

Clerk Borja noted that there was 1 sealed bid received by the posted time. The bid was opened from Robert A Stevens & Associates, inc.

ADJOURNMENT:

The meeting was adjourned at 2:02 P.M.

ATTEST:

_____
Phyllis Hall, Mayor

_____
Jacqueline Borja, Town Clerk

_____
Brittney Sandoval, Town Administrator

7.D

Town of Lake Hamilton

Town Council

Agenda Summary Report

TO:

THROUGH:

FROM:

AGENDA ITEM: April 8, 2026, RFQ Bid 2026-02 bid opening meeting minutes

DATE: April 14, 2026

SUMMARY & RECOMMENDATION:

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☐

If Yes, Please Explain:

RECOMMENDATION:

ATTACHMENT(S):
April 8, 2026, RFQ Bid 2026-02 bid opening meeting minutes.pdf

TOWN OF LAKE HAMILTON
MINUTES
BID OPENING FOR RFQ BD 2026-02
WEDNESDAY, April 8, 2026
2:00 PM

The Bid Opening for RFQ BD 2026-02 was conducted on Wednesday, April 8, 2026, at 2:00 PM, at 100 Smith Ave, Lake Hamilton, FL 33851.

CALL TO ORDER

Town Clerk Borja opened the meeting at 2:00 P.M.

ROLL CALL

The following members were present: Town Clerk Borja and Town Administrator Brittney Sandoval.

RFQ BD 2026-02 BID OPENING

Clerk Borja noted that there was 1 sealed bid received by the posted time. The bid was opened from Brown & Brown. The bid will be review and consider.

ADJOURNMENT:

The meeting was adjourned at 2:01 P.M.

ATTEST:

_____
Phyllis Hall, Mayor

_____
Jacqueline Borja, Town Clerk

_____
Brittney Sandoval, Town Administrator

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Community Development Department

AGENDA ITEM: Community Redevelopment Area request update.

DATE: April 14, 2026

SUMMARY & RECOMMENDATION: Staff has been collecting information regarding the Community Redevelopment Area that was requested by Council. Staff met with the County Manager and their staff to discuss and to gauge the County's support. They informed that they do not believe the County Commission would be in support of another CRA at this time and that it may be beneficial to readdress the request in 18-24 months. Please see the attached memorandum outlining the response received.

CONSENT AGENDA ☐ **OLD BUSINESS** ☒ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

ATTACHMENT(S):
Council Report CRA (PDF)

Memorandum

To: Town Council

Through: Brittney Sandoval, Town Administrator

From: Jeffrey Ball, AICP, Community Development Director

Date: March 13, 2026

Subject: CRA Discussion with County Staff

Based on a recent conversation with the County Manager and his staff regarding County support for a town CRA district. It was recommended that at this time, the Town not pursue a Community Redevelopment Agency (CRA) district.

The County Commission would not be in support as the County has approximately 20 CRA's they are managing. He said that town staff should revisit the request in about 18-24 months when some of the existing CRA's are set to sunset.

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Patrick Henry, Public Services Director

AGENDA ITEM: Requesting the Designation and Authorization to Negotiate with the top ranked firm for RFQ # 2026-01.

DATE: April 14, 2026

SUMMARY & RECOMMENDATION: Staff is requesting from Council for the designation of, and the authorization to negotiate and award a contract with the top ranked firm, Robert A. Stevens & Associates, Inc. for RFQ # 2026-01. Robert A. Stevens & Associates, Inc. was the only successful proposer to provide their qualifications. The Project Coordinator has performed the initial review of the submission certifying they meet initial qualifications. The Evaluation and Recommendation Committee (ERC) has reviewed the RFQ response and scored the response in accordance with the advertised scoring criteria. Evaluation Criteria score is attached. The Project Coordinator shall coordinate the negotiation schedule upon authorization by the Council. The Negotiating Team for the Town shall begin negotiations with the number one ranked firm, as approved by the Town of Lake Hamilton Council, for professional services at compensation which the Negotiation Team determines is fair, competitive, and reasonable. The Town Administrator, or its designee, shall review the fees and rates of compensation for reasonableness prior to submittal of a draft contract or agreement to the Town Attorney's office.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: This RFQ will result into a Continuing Service Contract. Services will be provide as outlined in each fiscal year budget for professional services for the department that utilizes the services.

RECOMMENDATION:

ATTACHMENT(S):

(Supporting Documentation) RSA_RFQ2026-01.pdf
(Supporting Documentation) Evaluation Criteria

Robert A Stevens & Associates, Inc.

"A Standard of Excellence" Surveying and Mapping, Consulting







Town of Lake Hamilton RFQ # 2026-01

Survey Support and GIS Services

March 2026

Robert A. Stevens & Associates, Inc.
"A Standard of Excellence" **Surveying and Mapping, Consulting**
210 Lena Vista Blvd. Auburndale, FL 33823 Phone: (863)-559-1216 Email: rstevens@rsasmc.com
Administrative Services: 90 Foxfire Dr., Murphy, NC 28906

March 9, 2026

Mr. Patrick Henry
Town of Lake Hamilton
Attn: Town Clerk's Office
100 Smith Ave.
Lake Hamilton, FL 33851

RE: Town of Lake Hamilton – Request for Qualifications (2026-01) – Town of Lake Hamilton Survey Support and GIS Services

Dear Selection Committee:

Robert A. Stevens & Associates, Inc. (RS&A) has provided a broad spectrum of municipal consulting services to many of the municipalities throughout Polk County, including the Town of Lake Hamilton, since 2009 (RS&A's inception). The expertise and background of our staff has provided municipal services spanning over forty (40) years, and with our extensive experience, we understand the needs of municipalities. We have supported the municipal consulting industry, including surveying and GIS services, as well as municipal staff. We also understand the function of a municipal consultant for providing services to the public as an extension of the town and staff.

As a true local firm, we understand the importance of being part of the community, and the responsibility to the future and well-being of our area. We are grateful for the opportunity to be part of and play a role in the future of Lake Hamilton, including responsible management of resources, and contributions to our local and overall economy.

We appreciate your consideration of this proposal, and we look forward to the opportunity to serve our community and the Town of Lake Hamilton.

Yours truly,

Robert A. Stevens, R.S.M., President
Robert A. Stevens & Associates, Inc.
Administrative Services Office
90 Foxfire Dr., Murphy, NC 28906
Phone: (863) 559-1216
Email: rstevens@rsasmc.com

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TAB 2: Firm Information

Robert A. Stevens & Associates, Inc. (RS&A) is a multidiscipline surveying, mapping, GIS, and consulting firm that combines ability, expertise, and experience to provide "A Standard of Excellence" in our industry, and a full range of consulting for municipal support. With over forty (40) years of vast municipal experience, RS&A is well suited and positioned to provide outstanding municipal support and service.

Office locations:

Our original office, the Florida operations office, is conveniently located in Auburndale, historically being and remaining one of a few true local Polk County originating firms, even after the recent buyouts and mergers of local firms from out-of-state companies. Our administrative office is located in North Carolina, as noted below. Survey field work will be performed from the original Auburndale location, with drafting and review in both Florida and North Carolina. GIS services will be performed primarily from North Carolina, with support from the Florida office. Our key staff may be located in either office at any time, and therefore site meetings involving any staff members can be arranged upon request.

Robert A. Stevens & Associates, Inc.
Florida Operations Office
210 Lena Vista, Blvd.
Auburndale FL 33823
Phone: (863) 559-1216
Email: rstevens@rsasmc.com

Robert A. Stevens & Associates, Inc.
Administrative Service Office
90 Foxfire Dr.
Murphy, NC 28906
Phone: (863) 559-1216
Email: rstevens@rsasmc.com

Our impact as part of the local economy:

Our focus is on success, both of our individual clients and their projects, and on the area at large. When one does well, we all do well. Our vast client diversity helps to this end, with agricultural, commercial, medical, industrial, educational, and governmental entities, and support of recreational and environmental organizations. All of these together provide us with a broad experience base. We are a part of the fabric of our local economy, and are vested in the wellbeing of the individual clients we serve, as well as the area, and the region. We make it our goal, not only to serve our clients, but to contribute to their success. We want our work to provide an overall cost benefit to our clients. We network our local, interstate, and national clients and contacts to provide support for the wellbeing of all. Our goal is to produce an economic environment that benefits everyone, and one of our sayings for years has been-

" Working Together to Grow our Local Economy"

RS&A is licensed as a Florida Surveying & Mapping firm (LB 7719). Our primary staff consists of a Florida licensed surveyor, Robert A. Stevens (LS 5388), a GIS analyst, Andrew Stevens, a survey field manager and FAA licensed UAS remote (Drone) pilot, Matthew Stevens, and office administrative, financial and accounting manager, Kelly Stevens. We also have additional available staff support when projects demand. Our staff includes a woman, and in the past we have employed others including Hispanic, being an Equal Opportunity Employer.

GIS does not require licensure under Florida statutes. However, qualifications and training can be noted in the following staff and resumes section (TAB 4) of this response. The survey and business licenses noted are attached in TAB 8.





TAB 3: Town Knowledge and Project Approach

As noted earlier, **Robert A. Stevens & Associates, Inc. (RS&A)** has provided a broad spectrum of municipal consulting services to many of the communities throughout Polk County, including a personal history serving the Town of Lake Hamilton extending approximately 25 years. The expertise and background of our staff has provided services spanning more than forty (40) years, and with our extensive experience, we understand the needs of municipalities. We have supported many municipal sub-consultants (such as architects, planners, engineers, and more), as well as city staff. We also understand the function of a consultant for providing services to the public as an extension of the town and staff.

Our firm's structure and organization is deliberately different, and at RS&A we feel that bigger is not always better. We are *a small firm with big impact*. We offer vast experience, with the most advanced technology available, and without the overhead of larger firms. This makes us uniquely positioned to provide exceptional and valued service.

As a small family business, one of the unique features we bring is our ability to work together using our widely varied experience and perspective. This allows us to bring different disciplines (specifically surveying, GIS, and drone/aerial sensing) together, and with a consulting focus, draw on the methods and knowledge from different fields, and personal perspectives and skills. Applying these combined experiences, knowledge, and methods allows us to extend our efforts in unique and unexpected ways, which again enables us to provide exceptional quality to our clients at an economical cost.

Diversity in Municipal Surveying and GIS Services:



RS&A services and experience are on a vast array of municipal projects, including multiple types of surveying for Streetscaping, CRA, Park, and Grant Projects, as well as Mapping for GIS & Master Planning, Utility infrastructure, Municipal Boundaries and Limits, and Chapter 180 Utility Service Areas. We have also provided survey support for Engineering of Wastewater & Water Treatment Facilities, extensive Groundwater Modeling, Utility infrastructure improvements, and Utility Expansion projects, among others. Our background with such a wide breadth of municipal project types gives us a base knowledge from experience, allowing us to provide a true "Standard of Excellence." We truly have had our hands in the dirt alongside city staff in utility



projects, providing measurement data to engineers on public and private projects, and have seen many projects and developments come to fruition after years of planning and construction, including those we've provided support for in planning, boundary layout, and as-built stages.

We have an extensive project history directly with the Town of Lake Hamilton, including utility and public works projects, and more (see TAB 5 for more information). *This extensive history of work with the town gives us a unique perspective to draw from, and provides continuity unparalleled by other consultants.*

Expertise in Legal Descriptions for New Parcel & Utility Easement Acquisitions:

We routinely provide expertise in preparing Legal Descriptions for a variety of municipal applications. We also have worked in conjunction with numerous local private and municipal utility providers to prepare easement descriptions for utility route projects. Our experience in easement and right-of-way litigation matters on behalf of both public and private clients, combined with our knowledge of supporting case law and applicable statutes, provides a vastly experienced background for these services.

Boundary, Easement, Right-of-way & Eminent Domain Expert Witness Services:

We also provide expert witness services including trial experience for boundary, easement, and right-of-way litigation and eminent domain matters, and these experiences provide a backdrop of expert support for our projects and services.

Municipal Platting, and Commercial and Residential Development Review Services:

We also have broad experience in plat and development review for many area municipalities, and have assisted with County and municipal land development codes, helping them keep pace with rapid development and growth. This provides a valuable background for understanding the process of both commercial and residential development, and platting, as well as compliance with Florida statutes. These factors combined with our many years of experience providing support for significant area and regional projects give us a vast resource of expertise in

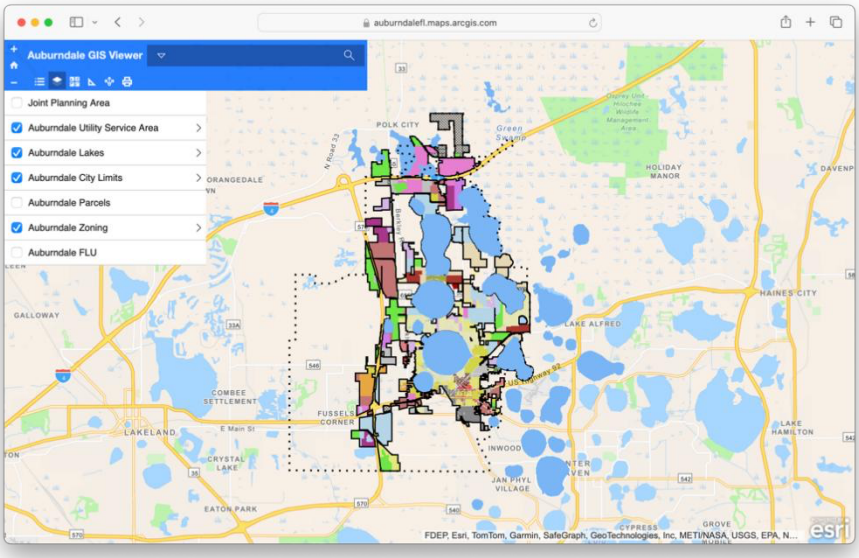
commercial and residential development review. We also provide cutting-edge GIS tools for municipal support and interdepartmental management, developing dashboards for municipal management and development review.

Municipal Limits and Chapter 180 Utility Service Areas Support Services:

We have a significant history assisting many Central Florida communities with Municipal Boundaries and Chapter 180 Utility Service Areas, that included Legal Descriptions and Mapping of Municipal Limits. Through this specialized area of Municipal support, we have developed unique procedures to discover areas of municipal limits that have been lost by others and historically omitted. We are also very familiar with the statutes associated with these activities. This unique approach includes a combination of survey and GIS services, including associated planning, annexation mapping, legal description review, and historic community timeline review, developing a mosaic of community history and development.

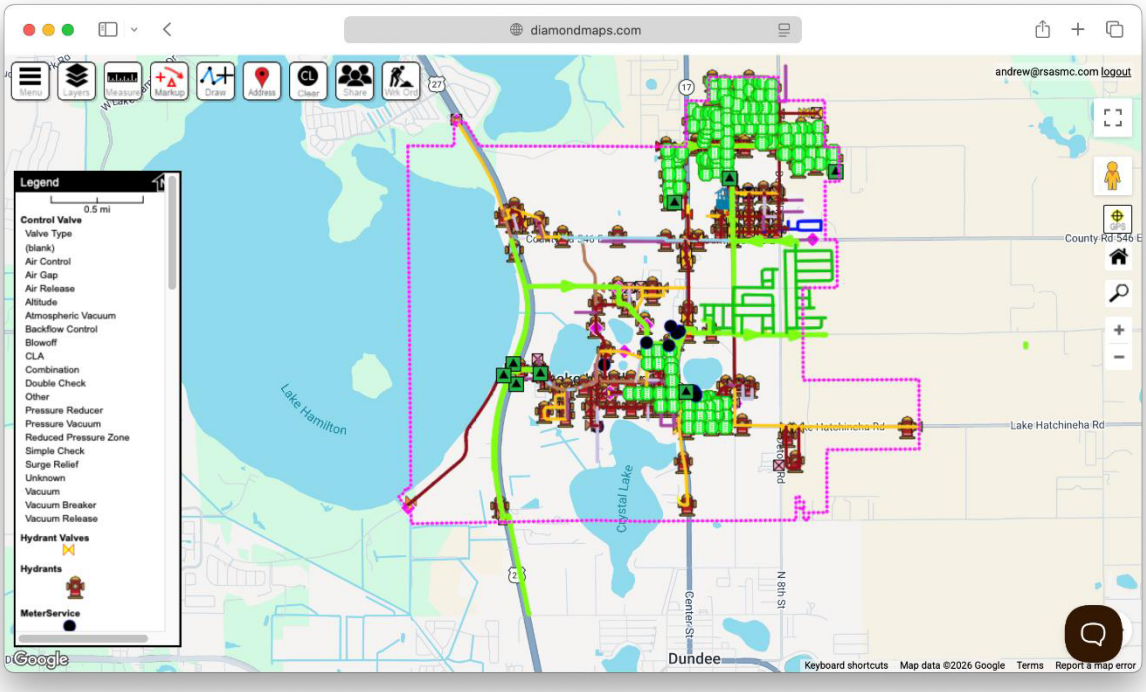
GIS Approach:

GIS has many different approaches across the industries supported by it. We feel ours is unique and positioned to align closely with the goals and vision of the Town of Lake Hamilton.



We feel that the Town Commission, Town Administrator, and town staff are best suited to guide the direction of the community, including the many areas that can be supported by GIS, such as Urban Planning, utilities, maintenance, and more. The role of a consultant is and should be to assist with the town's vision, *not to come with a preconceived agenda of their own.* As such, our goal with GIS is to assist with bringing together a wide array of information to bring the current state of the town into focus, and help your future vision become a reality, both with Urban Planning, and utility projects.

In our experience, this methodology is rare in the industry, but is much more useful than some of the one-size-fits all approaches to GIS. The Town of Lake Hamilton itself is unique, as a rapidly growing community in a fast-paced transportation corridor, while also in a rural and suburban backdrop. The needs of an expanding utility system (and it's mapping and recordkeeping), and the many annexations and zoning/Future Land Use changes that come with fast-paced development, require careful mapping to alleviate the risk of future difficulties from poor data management. As an example, while undertaking a recent municipal utility review for a residential development, we discovered a dangerous conflict of utilities that had been missed by reviewing engineers and staff—illustrating the need for a holistic reviewing approach to mapping, rather than the traditional "data dump" method used for as-builts across the GIS industry. In other words, we focus on GIS data acquisition with a deliberate emphasis on careful review, not just the acquisition as a task to itself.



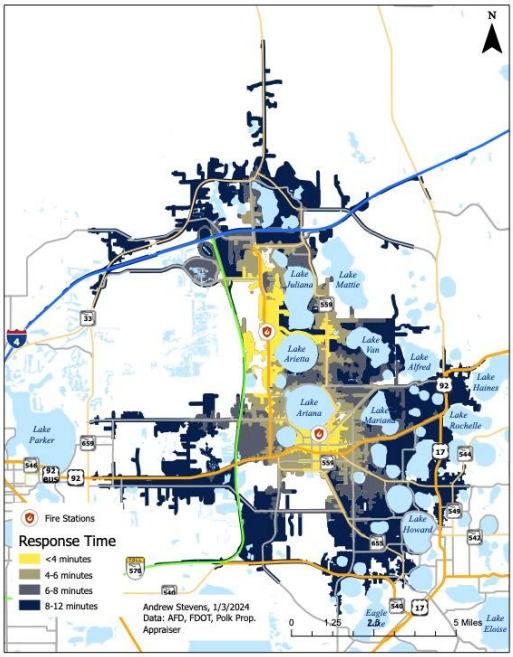
This mapping, data acquisition, and data management is often best served through multiple software packages and vendors in our experience, and our workflow is designed to assist in our individual client's goals. We commonly work across several software platforms to utilize the strengths of multiple toolsets, rather than focusing on major brand loyalty that ignores

the powerful and enabling features a multi-platform solution provides. We also feel that those that live, work, and play in Lake Hamilton know it best (specifically the town leadership and staff), and should be making the decisions on where the community is headed. In other words, we want to help those that know Lake Hamilton best in their work to make it better. Our role is to assist that vision with useful and timely information, and identifying patterns and potential problems early, so they can be resolved wisely.

Innovation:

In an ever-changing landscape and industry, our goal is to seek new and innovative methods and technology, while remaining grounded in sound and wise business practices. Technology is ever-changing in both surveying and specifically in GIS, and while AI is the "latest and greatest" in the GIS field, we feel that it does not replace the experience and sound reasoning of people vested in their community, and the "real" intelligence that only personal experience provides. We are always on the lookout for new software for analysis and new hardware for data collection, but they must be proven to perform as well or better than existing tried-and-true methods and tools before they become part of our workflow. With the rich history of Central Florida, and of Lake Hamilton, we feel this experience-based focus, with proven new technology as an asset towards that goal, will allow us to blend the best tools available with the long-acquired wisdom that technology will never replace.

Auburndale Fire Department Response Times



These factors combine our abilities, expertise, and experience to provide municipal services as **"A Standard of Excellence"** in our industry.

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210 Lena Vista Blvd. Auburndale, FL 33823 Phone: (863)-559-1216 Email: rstevens@rsasmc.com
Administrative Services: 90 Foxfire Dr., Murphy, NC 28906

TAB 4: Assigned Personnel and Experience

Robert A. Stevens and Associates (RS&A) is a family business, with the agility and personal touch not found with large firms. With our diverse experiences and training backgrounds, we are able to combine our strengths in unique and unexpected ways. We often eclipse the project pace of firms with larger staff and subsequent management overhead, all while providing the highest quality services. These factors, combined with our relationships with state and local agencies, provide us with the reputation and longstanding agency contacts to accomplish what others are often challenged with.

General key staff history and experience

Robert Stevens, as a surveyor and project manager, has performed numerous projects associated with utility and municipal infrastructure improvements. As a Polk County native and working throughout Central Florida in the survey profession for over 40 years has provided vast experience in municipal and private-sector projects, including numerous grants, park improvement, land acquisition, library, engineering, CRA, streetscaping, and utility projects, as well as plat and development review for many municipalities. These projects have afforded many opportunities to work closely with key staff from City & County Managers, Engineering, Utilities, Natural Resources Divisions, FDEP, and Florida Water Management Districts. His history also includes many private surveys for significant Commercial & Development projects within Central Florida. This vast experience provides an extensive resource for surveying and GIS.

Andrew Stevens, has provided GIS support for a large multi-state utility provider, and several municipalities. His experience ranges from utility networking, to data conversion, to mapping for grant applications, and more. He has experience with review of city planning ordinances, transportation systems, and building new communication tools for zoning and future land use. He is a GIS Analyst and Mapping Specialist, and has broad GIS and mapping experience across multiple states, including Florida, North Carolina, and Georgia. His experience extends to several software platforms, including ESRI-based systems (both desktop and online), DiamondMaps, Utility engineering systems, and CAD conversion to GIS formats.

Matthew Stevens, specializes in image and data management, and has performed survey support for projects associated with numerous utility and municipal infrastructure improvement projects. He is a Field Operations Manager, Information Technology Manager, and Aerial Systems (Drone) Manager, and has over 14 years of experience in land surveying and associated tasks across Central Florida.

Robert A. Stevens, R.S.M. - President

Project Management, Client Relations, Project Review and Quality Control

Time Devoted to Lake Hamilton Projects: 20%

Education

AA, Polk State College, *Winter Haven, Florida*

Technical Seminars including:

- Boundary Determination
- Water Boundaries and Mean High Water Lines
- GIS Management for Surveying
- Easements, Right-of-way, and Promises Concerning Land
- Florida Real Estate Titles and Title Insurance
- Surveying as seen through Case Law and Florida Case Law
- Preparation of Legal Descriptions
- Resolving Conflicts of Evidence
- The Surveyor's Role in Litigation and Boundary Disputes
- Global Positioning Satellite (GPS) Surveying
- Photogrammetry
- Surveying with UAS Practices and Data Analysis
- Chapter 177, Platting

Experience

Over 35 years of experience covering a wide range of surveying applications and municipal projects

Affiliations

Florida Surveying and Mapping Society (FSMS)

FSMS Board of Directors (2005 – 2007)

Expertise Summary

- Boundary Surveying & Mapping
- Topographic Surveying & Mapping
- Surveying for Engineering & Architects
- Subdivision Platting & Review
- Right-of-way Acquisition Surveying, Mapping & Review
- Wetland Surveying & Mapping
- Construction, As-built Surveying & Mapping
- Utility Route Surveying & Mapping with Legal Description Preparation & Review
- Expert Witness & Trial Litigation Testimony
- GIS Mapping Survey Support

Projects

Boundary Surveying and Mapping

- Davenport – Community Center, Police Station, Signs, and rights-of-way
- Lake Alfred Library, Historic Gardner House, Lyons Park, and Central Park
- City of Mulberry Parks
- Winter Haven - Library, City Offices, Treatment Facilities, Town Centre, and Parks
- Polk City - Town Hall and Parks
- Auburndale – Lake Myrtle Park and Trail, Police Station, Land Acquisitions
- Dundee – Treatment Facilities, Parks
- Lakeland Square Mall
- CSX Intermodal (Winter Haven)
- Ritchie Brothers

Water, Wastewater, and Reclaimed Utility Route Surveying and Mapping

- Davenport, Haines City, Lake Alfred, Winter Haven, Dundee and Ft. Meade Water & Wastewater Expansions
- Sanlando Utilities (Orange & Seminole County) Wekiva-Apopka Reclaimed Line
- Polk County CR 54 Utility Pipeline project
- City of Haines City SR 17 Sanitary System
- Polk City New Wastewater Treatment Facility and Existing Utilities Interconnections

Robert A. Stevens, R.S.M. - President

Project Management, Client Relations, Project Review and Quality Control

- Polk County - Country Class Water Production Facility
- Interconnects - Polk City & Lakeland, Auburndale & Lakeland, Lake Alfred & Auburndale, Lake Alfred & Haines City

Hospitals

- Winter Haven, Lake Wales, and Lakeland Regional

CRA/Streetscaping Projects

- Auburndale Main and Orange Streets
- Dundee Main Street
- Winter Haven Main Street and Central Park Streetscaping

Continuing Survey Services and Plat Reviews

- Cities of Auburndale, Eagle Lake, Fort Meade, Lake Alfred, Lake Placid, Polk City, and Winter Haven

Drainage Projects

- Polk County Natural Resources Division – Inwood, Gator Creek, and Itchepackesassa Creek

GIS Mapping and GPS Data Collection

- Polk County Utilities GIS Pilot Project
- Polk County E911 (county-wide address verification and access mapping)
- Haines City Vertical Control Benchmark Network & EMP/Staff Gauge Site
- Zolfo Springs Town Limits Review
- Auburndale Annexation Ordinance Review
- Dundee Utility Mapping Project Management

Aerial Mapping, Groundwater and Surface Water Management

- Deseret Ranch (Osceola County) – 300,000 acres
- Warner University Treatment Facility
- Lake Region Treatment Facility

Andrew Stevens

GIS Analyst, Mapping Specialist, and Project Analytics

Time Devoted to Lake Hamilton Projects: 20%

Education

Certificate in Geographic Information Science and Cartography, *University of West Florida*, Pensacola, FL

Relevant Courses: GIS Programming, Applications in GIS, Special Topics in GIS, GIS Internship

Certificate in Weather Forecasting, *Penn State University World Campus*, Online

Relevant Courses: Understanding Weather Forecasting, Fundamentals of Tropical Forecasting, Fundamentals of Mesoscale Weather Forecasting, Advanced Topics in Weather Forecasting

Experience

Over 10 years of experience outlined as follows:

GIS Analyst

December 2022 to Present – Robert A. Stevens & Associates, Murphy, NC

- Worked with multiple municipalities to build and improve upon their GIS tools, including utility management, jurisdictional boundaries, emergency services, and more.
- Developed internal tools to assist with land survey data management, and Florida land survey history.
- Worked with municipalities across state lines including Florida and North Carolina, including managing regulatory compliance with differing state legal systems

GIS Specialist

February 2020 to December 2022 – Blue Ridge Mountain EMC, Young Harris, GA

- Developed GIS practices and procedures from scratch, including workflows, Python scripts, datasets, and symbology sets
- Created a roads basemap from county and state data, and enriched with field corrections and digitizing
- Performed extensive data integrity projects, including field verification of electric meter locations, analyzing error reports for electric model inconsistencies, and electric primary phasing.
- Created maps and datasets for grant application packages for North Carolina, Georgia, and Federal programs.

Land Survey Technician

January 2013 to October 2019 – Robert A. Stevens & Associates, Auburndale, FL

- Performed survey-grade data collection and verified accuracy with quality control elements.
- Performed CAD-based functions to input data and utilized CAD alongside GIS data systems.
- Developed GIS systems from the ground up, implementing database structures and file systems compatible with surveying and existing municipal data standard

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Experience Summary

- GIS Mapping and Database Maintenance
- GIS Utility Networks and Analysis
- Python Programming
- Cartographic Design and Symbology Sets
- Large Dataset Management, drawing from combined GIS and Meteorology Education
- Surveying: Boundary, Topographic, Wetlands, Construction, As-built, and Utility Route
- Legal Description Plotting and Review

Projects

Surveying and Mapping

- Davenport, Lake Alfred, Haines City

Municipal GIS

- Dundee DiamondMaps Utility Management
- Auburndale and Lake Alfred Annexation, Zoning, and Future Land Use Ordinance Review
- Auburndale Fire Travel and Response Time

Private Sector GIS

- Central Florida Healthcare Facilities
- Clay County NC Chamber of Commerce

Matthew Stevens

Survey Field Operations Manager, Technology Manager, FAA Licensed UAS Pilot and Aerial Systems Manager
Time Devoted to Lake Hamilton Projects: 20%

Education

AA, Management Information Systems, *Liberty University, Lynchburg VA*
Technical Seminars including:

- Boundary Determination
- Water Boundaries and Mean High Water Lines
- Minimum Technical Standards
- Easements, Right-of-way, and Promises Concerning Land
- Surveying as seen through Case Law and Florida Case Law
- Preparation of Legal Descriptions
- Resolving Conflicts of Evidence
- Applications of GIS for Surveying
- Global Positioning Satellite (GPS) Surveying
- LiDAR and Point Cloud Management

Experience

Over 14 years of experience covering a wide range of surveying applications and municipal projects

Expertise Summary

- Surveying: Boundary, Topographic, Wetlands, Construction, As-built, and Utility
- Technology Management & Innovation
- *Surveying for Engineering & Architects*
- Subdivision Platting & Review
- Right-of-way Acquisition Surveying, Mapping & Review
- Legal Description Preparation & Review
- Sensor Data, Image & Point Cloud Management and Mapping
- Data Analytics

Projects

Boundary Surveying and Mapping

- Davenport Maintained Rights-of-Way, Sign parcels, and Community Center
- Lake Alfred Library, Historic Gardner House, Lyons Park, and Central Park
- Polk City Tennis Courts Grant Project
- Village of Highland Park SWFWMD Well Site
- Haines City Lake Brooks EMP SIte

Water, Wastewater, and Reclaimed Utility Route Surveying and Mapping

- Davenport, Sanlando Utilities, Haines City, Polk City, Lake Alfred/Winter Haven Utilities Interconnection

CRA/Streetscaping Projects

- Auburndale Main and Orange Streets, Dundee Main Street

Municipal Plat Reviews

- Town of Monteverde

Drainage Projects

- Lake Alfred, Auburndale, Dundee

Water and Wastewater Treatment Facilities

- Davenport, Lake Alfred, Polk City, Polk County (Country Class), and Winter Haven

GIS Mapping and GPS Data Collection

- Haines City Vertical Control Benchmark Network & EMP/Staff Gauge Site

Aerial Mapping, Groundwater and Surface Water Management

- Deseret Ranch (Osceola County) – 300,000 acres
- Warner University Treatment Facility
- Lake Region Treatment Facility

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TAB 5: Similar Project Experience

Robert A. Stevens & Associates, Inc. (RS&A) is well suited and positioned to provide outstanding municipal support for planning and visioning services, as illustrated from our similar project experience below:

Client Contact	Project Title	Description	Year	Cost
Town of Lake Hamilton Mr. Patrick Henry Director of Public Works and Utilities henryp@townoflakehamilton.com (863) 247-0606	Chapter 180 Utility Service Area Mapping and Description	This project included creating an updated legal description and map of the Lake Hamilton Utility Service Area to comply with Florida Statutes.	2025	$3,530
Town of Lake Hamilton Mr. Patrick Henry Director of Public Works and Utilities henryp@townoflakehamilton.com (863) 247-0606	DiamondMaps GIS Engineering Data Conversion	This project included conversion of utility infrastructure information into DiamondMaps format, as well as cleanup of the duplicates of data within the Town's existing GIS layers.	2025	$3,750
Town of Zolfo Springs Linda Roberson Town Manager townmanager@townofzolfo.com (863) 735-0405	Municipal Boundary Mapping and Description	This project included survey and GIS support for mapping and description preparation, including extensive historic review.	2025	$34,500
City of Haines City Mr. Jeffrey Brown Deputy City Manager JBrown@hainescity.com (863) 421-3600 Ext 5116	Chapter 180 Utility Service Area Description and Exhibit	This project included creating an updated legal description and map of the Haines City Utility Service Area to comply with Florida Statutes. This project included an amendment a year later.	2019, 2020	**Original:** $9,810 **Amendment:** $2,875 **Total:** $12,685
City of Davenport Mr. Mike Stripling Utilities Director mstripling@mydavenport.org (863) 419-3300 Ext. 143	Water Line Replacement	This project included topographic and right-of-way location with utilities, and trees covering over 16 miles of downtown Davenport	2019	$243,700

City of Davenport Darryl Koon dkoon@mydavenport.org (863) 419-3300	City Signs	This project included boundary surveys for numerous proposed City sign sites	2018	$10,600
City of Davenport Kelly Callihan City Manager kcallihan@mydavenport.com (863) 419-3300 Ext. 129	Community Center	This project included, site and off-site Boundary & Topo, utility mapping, Flood Study & Seasonal High	2019	$13,975
City of Davenport Mr. Mike Stripling Utilities Director mstripling@mydavenport.org (863) 419-3300 Ext. 143	Right-of-Way Survey & Vacating	This project included, surveying, description preparation for right-of-way vacating of portions of Suwannee for School	2018	$3,475
City of Davenport Mr. Mike Stripling Utilities Director mstripling@mydavenport.org (863) 419-3300 Ext. 143	Davenport EMP sites	This project included, surveying and mapping of numerous EMP sites for surface water evaluation	2022	$9,750
City of Davenport Larry Holden Police Chief lholden@mydavenport.org (863) 419-3307 Ext. 201	Police Station Expansion	This project included, Boundary& topographic surveying of site and off-site (Market Street), Police Station expansion and utility connections and As-built	2022	$11,625
Town of Dundee Ms. Tracy Mercer Special Projects Director tmercer@Townofdundee.com (863) 438-8330 Ext.242	Sol Vista Subdivision - GIS Utility Data Conversion	This project involved reviewing as-built data for a new subdivision, converting it to GIS data, and importing it into the town's online mapping platform (DiamondMaps). This is one example of many we have done for the town.	2023	$2,125
City of Davenport/Reiss Engineering Ms. Amee Airington (former Davenport City Manager) *Contact information not available*	WWTP survey	This was a Topographic survey for wastewater treatment facility master planning	2010	$8,870

City of Auburndale Ms. Julie Womble Community Development Director jwomble@Auburndalefl.com (863) 965-5530 Ext. 129	Planning and Zoning Ordinance Review and Online Mapping Platform	This project entailed reviewing 3 years of annexations, zoning, and future land use changes, and verifying those changes with existing data, as well as the integrity of the legal descriptions. There were 55 ordinances involved, and work took 6 months, alongside other projects and clients. As part of the final delivery, a new citywide webmap was created.	2024	$18,900
City of Haines City Mr. Mike Stripling Utilities Director (Currently with City of Davenport) mstripling@mydavenport.org (863) 419-3300 Ext. 143	Vertical Control & Benchmark Network for EMP sites & Staff Gauge location & elevations	This project included creating a City-wide vertical control & benchmark network for location of EMP sites & staff gauges including GIS Mapping. This was in support of city development services.	2016	$17,025
City of Auburndale Mr. Brian Bradway Fire Chief bbradway@auburndalefl.com (863) 412-0253	Fire Department Response Times Study	This project involved mapping the current and proposed fire stations, and analyzing the travel times (response times) by road from the stations using road network data.	2024	$1,063

The above projects are merely a selection of the overall workload we have accomplished in recent years related to Survey and GIS services. We also have performed large-scale aerial sensing/drone imaging and data collection projects. Along with these, we have also have experience performing many projects for State, regional and local agencies, including the Florida Department of Environmental Protection, Southwest Florida Water Management District, and Polk County, and we have long standing professional relationships with many key managing staff members for these agencies, and a working knowledge of associated agency codes, regulations and laws.

TAB 6: Current and Near Future Workload, Project Budget, and Schedule

As previously mentioned, we want to give a different view on consulting. If we can make the job easier by doing what we do best, then the town staff can focus on what they do best. *Our goal for municipal projects is to work as an extension of Town staff to provide outstanding public service*.

Our family business structure, combined with our vast experience in all phases of project management, is intentionally designed to provide seamless municipal support and maximize the municipal staff experience with our projects. Our staff (outlined in TAB 4) is ready to serve in their appropriate disciplines, and we are committed to our performance in a timely fashion for the Town, and to providing economical services.

Because these unique factors and approach allow us to do more with less, we need less percentage of dedicated time for projects. Our experience with our approach tells us we are typically able to devote approximately 20% of our work time to a large-scale project, and still provide timely service when the situation demands. We have handled many accelerated project timelines and emergencies for both our private and municipal clients, including after-hours problems for our utility GIS clients. This management style allows us to absorb a tremendous amount of project load, including those of significant size and magnitude as illustrated in the similar projects section (TAB 5), but with a personal touch and attention to detail not found in many team-approached corporate consultants. We have provided our clients with a balanced and demand-based scheduling approach when needed, allowing us to provide timely service, even though we may carry significant projects loads. The importance of our approach is *ability*, in project management, evaluation, assessment, and troubleshooting, *not staff size,* allowing us to keep pace with or exceed the performance of other larger firms and subconsultant teams. Our workflow includes remote work technology, allowing us maximum flexibility across multiple states, regardless of personnel locations.



Lake Region Mobile Home Park Treatment Pond Project

Our overall firm workload varies, depending on the projects we are requested to perform by our public- and private-sector clients. However, as noted in the preceding paragraph, our management style

allows us the agility to apply our efforts to many projects at once, including larger-scale projects like those that are the subject of this RFQ.

A detailed timeline of implementation will depend on the scope of each task order assigned under this continuing contract. But again, we'd like to emphasize that we are committed to providing the best quality service, with a focus on both budget and efficiency.

Our staff are extremely interested in the wellbeing of the communities we serve, and we are vested in the goals, future, and preservation of them.



TAB 7: Firm Location

Robert A. Stevens & Associates, Inc. (RS&A) has a single Florida office located in Auburndale, and an administrative office located in western North Carolina. Our Florida office has been operational since 2009 (see Attachment H), and it's proximity to Lake Hamilton allows us to provide timely in-person services.



TAB 8: Attachments and Required Documentation

RFQ # 2026-01	Due Date & Time: March 9, 2026 at 2:00 PM EST / 14:00	Advertised Date(s): February 11, 2026
Project Coordinator: Patrick Henry **Phone:** (863) 439-1910 x121 **Email:** henryp@townoflakehamilton.com	**Respond to:** Town of Lake Hamilton, Attn: Town Clerk's Office, 100 Smith Ave. Lake Hamilton Florida 33851 **Phone:** (863) 439-1910	
Title Town of Lake Hamilton Survey Support and GIS Services		

Attachment "A"
Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # _____ through # _____ Initial: NA Date:
Person Completing RFQ Document (Signature) :	
Name (Printed): Robert Stevens	Title: President

>>> Failure to submit this form may disqualify your response. <<<

RFQ # 2026-01	Due Date & Time: March 9, 2026 at 2:00 PM EST / 14:00	Advertised Date(s): February 11, 2026
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Title Town of Lake Hamilton Survey Support and GIS Services		

Attachment "B"
Insurance Requirements

A. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the TOWN, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The successful Bidder/Contractor and/or subcontractor shall maintain the following types of insurance, with the respective limits:

1. BODILY INJURY LIABILITY
   a. $500,000 operations each claim per person.
   b. $500,000 completed operations each claim per person.

2. AUTOMOBILE PUBLIC LIABILITY
   a. Bodily Injury:
      i. $500,000 each claim per person
      ii. $500,000 aggregate
   b. Property Damage:
      i. $500,000 each claim per person
      ii. $500,000 aggregate.

3. PROPERTY DAMAGE LIABILITY (other than automobile)
   a. $500,000 each claim per person
   b. $500,000 operations per claim
   c. $500,000 protective per claim (covering automobile)
   d. $500,000 contractual per claim.

4. GENERAL LIABILITY - One Million Dollars ($1,000,000) any single occurrence.

5. AGGREGATE – Two Million Dollars ($2,000,000).

6. EXCESS COVERAGE – One Million Dollars ($1,000,000).

7. PROFESSIONAL LIABILITY – One Million Dollars ($1,000,000).

8. PRODUCT LIABILITY – Two Million Dollars ($2,000,000); and,

9. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the work required hereunder and Employers' Liability insurance with limits not less than $1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the successful Bidder/Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the TOWN, for the protection of its employees not otherwise protected.

RFQ # 2026-01	Due Date & Time: March 9, 2026 at 2:00 PM EST / 14:00	Advertised Date(s): February 11, 2026
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Title Town of Lake Hamilton Survey Support and GIS Services		

C. **Certificates of Insurance:** The successful Bidder/Contractor shall provide the TOWN's Finance Department with a Certificate of Insurance evidencing such coverage for the duration of the awarded agreement. Said certificate shall be dated and show:

1. The name of the insured Bidder/Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy
5. The effective date
6. The termination date.
7. A statement that the insurer will mail notice to the TOWN at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

D. **Town as Additional Insured:** The successful Bidder/Contractor shall name the TOWN as an additional insured, to the extent of the service to be provided under the agreement, on all required insurance policies, and provide the TOWN with proof of same.

E. **Waiver:** Receipt of certificates or other documentation of insurance or policies or copies of policies by the TOWN, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligations to fulfill the insurance requirements specified herein.

F. **Loss Deductible Clause:** The TOWN shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

Initials of Signatory: _____ Date: 2/21/26

The Town reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

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Project Coordinator: Patrick Henry Phone: (863) 439-1910 x121 Email: henryp@townoflakehamilton.com	Respond to: Town of Lake Hamilton, Attn: Town Clerk's Office, 100 Smith Ave. Lake Hamilton, Fl. 33851 Phone: (863) 439-1910	
Title: Town of Lake Hamilton Survey and GIS Services		

Attachment "C"
Acceptance of Proposal Terms & Conditions

I/we, the undersigned, do hereby accept in total all the terms and conditions stipulated and referenced in this RFQ document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFQ document or as negotiated pursuant thereto. The signature(s) below are an acknowledgment of our full understanding and acceptance of all the terms and conditions set forth in this RFQ document or as otherwise agreed to between the parties in writing.

[signature] — Contracting Party Signature

Robert Stevens (for) Robert A. Stevens & Associates, INC. — Contracting Party Printed Name

President — Title

2-21-26 — Date

Mailing Address: 90 Foxfire Drive Murphy, NC 28906

Phone/Fax/E Mail Address: 863-559-1216 rstevens@rsasmc.com

NOTARY:

STATE OF (North Carolina)

COUNTY OF (Clay)

Sworn and subscribed before me this 21st day of Feb, 20 26

Personally known: [signature]

Or Produced Identification: Andrew M. Stevens

Notary Public - State of: North Carolina Commission Expires: 7/26/26

CHEROKEE COUNTY NOTARY ANDREW M. STEVENS PUBLIC NORTH CAROLINA

>>>Failure to submit this form may disqualify your response.

RFQ # 2026-01	Due Date & Time: March 9, 2026, at 2:00 PM EST / 14:00	Advertised Date(s): February 6, 2026
Project Coordinator: Patrick Henry **Phone**: (863) 439-1910 x121 **Email**: henryp@townoflakehamilton.com	**Respond to:** Town of Lake Hamilton, Attn: Town Clerk's Office, 100 Smith Ave. Lake Hamilton, Fl. 33851 **Phone**: (863) 439-1910	
Title: Town of Lake Hamilton Survey and GIS Services		

Attachment "D"
Drug-Free Workplace Certification

In case of tie bids, preference must be given to a Bidder submitting a certification with the bid response certifying that the Bidder has a drug-free workplace in accordance with section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with the bid.

In order to have a drug-free workplace program, a business shall:

(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' 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 the first paragraph.

(4) In the statement specified in the first paragraph, 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, Florida Statutes, 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 the foregoing provisions.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature	Title	Date
	President	2-21-26

STATE OF (North Carolina)

COUNTY OF (Clay)

The foregoing instrument was executed before me this 21st day of Feb, 20 26 by Robert A Stevens as President of Robert A Stevens & Assoc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced N/A as identification.

CHEROKEE COUNTY NOTARY PUBLIC NORTH CAROLINA ANDREW M STEVENS

NOTARY PUBLIC, State of Florida

Andrew M Stevens North Carolina

My Comission Expires 7/26/26

(stamp)

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

>>>> Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

RFQ # 2026-01	Due Date & Time: March 9, 2026, at 2:00 PM EST / 14:00	Advertised Date(s): February 6, 2026
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Title: Town of Lake Hamilton Survey and GIS Services		

Attachment "E"
Conflict of Interest Statement

STATE OF (North Carolina)
COUNTY OF (Clay)

Before me the undersigned authority personally appeared Robert Stevens, who was duly sworn, deposes, and states:

A. I am the President of Robert A Stevens & Assoc with a local office in Auburndale FL and principal office in _____.
B. Said entity is submitting this proposal/offer to RFQ # _____.
C. The AFFIANT has made a diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
E. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restrict or restraint the competitive nature of this solicitation including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contracting to follow thereafter by any government.
G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any Town Division, Department, or Office.
I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within the Town of Lake Hamilton government.
J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the Town in writing.

Dated this 21 day of Feb 20 26

_____
AFFIANT

Robert A Stevens
Typed Name of AFFIANT

President
Title

CHEROKEE COUNTY NOTARY ANDREW M. STEVENS PUBLIC NORTH CAROLINA

NOTARY:

STATE OF (North Carolina)
COUNTY OF (Clay)

Sworn and subscribed before me this 21st day of Feb, 20 26

Personally known: _____

Or Produced Identification: Andrew M. Stevens

Notary Public - State of: North Carolina Commission Expires: 7/2/26

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>> Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

RFQ # 2026-01	Due Date & Time: March 9, 2026, at 2:00 PM EST / 14:00	Advertised Date(s): February 6, 2026
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Title: Town of Lake Hamilton Survey and GIS Services		

Attachment "F"
PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number _____, for _____.

2. This sworn statement is submitted by Robert A Stevens & Assoc whose business address is
[Name of entity submitting sworn statement]
210 Lena Vista Blvd and (if applicable) its Federal Employer Identification Number (FEIN) is 26-4283755 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 264-96-5330

3. My name is Robert Stevens and my relationship to the above is
[Please print name of individual signing]
_____.

4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means 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 an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in section 287.133(l)(b), Florida Statutes, means 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 contenders.

6. I understand that "affiliate" as defined in section 287.133(l)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies].

   ✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

   ____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders,

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Title: Town of Lake Hamilton Survey and GIS Services		

employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the Department of General Services.]**

[Signature]

Date: 2/21/26

NOTARY:

STATE OF (North Carolina)

COUNTY OF (Clay)

Sworn and subscribed before me this 21st day of Feb, 20 26

Personally known: Andrew M. Stevens

Or Produced Identification: N/A

Notary Public - State of: North Carolina Commission Expires: 7/26/26

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>> Failure to submit this form with your Bid may disqualify your response. <<<<

CHEROKEE COUNTY NOTARY ANDREW M. STEVENS PUBLIC NORTH CAROLINA

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Title: Town of Lake Hamilton Survey and GIS Services		

Attachment "H"
Firm Location

I/We, affirm that Robert A Stevens & Associates, PC. has maintained a X principal, ___ headquarters or, ___ other place of business within the boundaries of Polk County, Florida for more than one (1) year prior to the date of this proposal. The signature(s) below are an acknowledgment of our full understanding and acceptance that evaluation criteria provides points based on firm location as set forth in this RFQ document.

Contracting Party Signature

Robert Stevens
Contracting Party Printed Name

President
Title

2-21-26
Date

Mailing Address: 90 Foxfire Drive Murphy, NC 28906

Phone/Fax/E Mail Address: 863-559-1216 rstevens@rsaumc.com

NOTARY:

STATE OF (North Carolina)

COUNTY OF (Clay)

Sworn and subscribed before me this 21st day of Feb, 2026

Personally known: Andrew M. Stevens

Or Produced Identification: Andrew M. Stevens

Notary Public - State of: North Carolina Commission Expires: 7/26/26

CHEROKEE COUNTY NOTARY ANDREW M. STEVENS PUBLIC NORTH CAROLINA

>>> Failure to submit this form may disqualify your response <<<

State of North Carolina

County of Clay

Before me, the undersigned personally appeared, who was duly sworn, deposed, and stated:

This response document was prepared by the staff that will be providing and performing your services if selected. No Artificial Intelligence technology (AI) was used in the preparation of this response document or it's review.

Affiant signature

Robert Stevens
Typed or printed name of Affiant

Oath or Affirmation

Sworn to (or affirmed), and subscribed before me this 21st day of Feb 2026 by

Robert Stevens (name of person making statement).

Signature of Notary Public

CHEROKEE COUNTY NOTARY ANDREW M. STEVENS PUBLIC NORTH CAROLINA

Andrew M. Stevens
Print, type, or stamp the Name of the Notary

Personally known ✓ OR produced identification ___

Type of Identification produced N/A

My Commission Expires 7/26/26

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352)

February 27, 2026

ROBERT A STEVENS
210 LENA VISTA BLVD
AUBURNDALE, FL 33823

SUBJECT: Professional Surveyor and Mapper License # LS5388

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2027.

You are required to keep your information with the Board current. Please visit our website at https://csapps.fdacs.gov/csrep to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352.

Detach Here

Florida Department of Agriculture and Consumer Services
Board of Professional Surveyors and Mappers

LS5388

Professional Surveyor and Mapper
ROBERT A STEVENS

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2027

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS5388**
Expiration Date February 28, 2027

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

ROBERT A STEVENS
210 LENA VISTA BLVD
AUBURNDALE, FL 33823



WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

February 27, 2025

ROBERT A STEVENS & ASSOCIATES
90 FOXFIRE DR
MURPHY, NC 28906-9663

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB7719

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2027.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB7719
Expiration Date February 28, 2027

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

ROBERT A STEVENS & ASSOCIATES
210 LENA VISTA BLVD
AUBURNDALE, FL 33823

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 122965 **CLASS: B+** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
ROBERT A STEVENS	210 LENA VISTA BLVD AUBURNDALE

BUSINESS NAME AND MAILING ADDRESS

STEVENS, ROBERT A & ASSOCIATES INC
ROBERT A STEVENS & ASSOCIATES INC
210 LENA VISTA BLVD
AUBURNDALE, FL 338232949

CODE **ACTIVITY TYPE**
540250 **SURVEYOR MAPPER**

PROFESSIONAL LICENSE (IF APPLICABLE)
DOACS-LS5388

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3513573 09/09/2025 OPY **OLP 57.75** **STEVENS, ROBERT A & ASSOCIATES INC**

MIDFLORIDA
Florida's community credit union

05/20/2024

To whom it may concern:

Robert A. Stevens and associates, Inc. have their business accounts with Midflorida Credit Union. The have been banking here since 2009.

They are in excellent standing with us.

Thank you,

Sincerely

Brandon Jenkins

Midflorida Credit Union

RFQ # 2026-01- Survey Support and GIS Services- Evaluation and Recommendation Committee (ERC)

ORGANIZATION	TIME	EVENT DATE	LOCATION
Town of Lake Hamilton	10am	3/11/2026	Council Chambers

NO	NAME	EMAIL	DEPARTMENT	
1	JERRY TORRANCE JR	JTORRANCE@TOWNOF-	UTILITIES	
2	Nancy Oakes	noakes@townoflakehamilton.com	Finance	
3	Gage Russell	grussell@TownofLakeHamilton.com	Utilities	
4				
5				
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11				
12				
13				

*RFQ Check List- **Robert A. Stevens & Associates, Inc.***	
Category	**Confirmed**
1. Professional Licensing	✓
2. Minimally Qualified	✓
3. Adequate Staffing	✓
4. Record of Performance	✓
5. Experience	✓

Patricia Henry Project Coordinator 3/11/2026

EVALUATION CRITERIA	
Category	**Points**
1. Introduction/Transmittal Letter	0
2. Firm Information	10
3. Town Knowledge and Project Approach	25
4. Assigned Personnel and Experience	25
5. Firm References, Previous Similar Work Completed	25
6. Current, Near Future Workload, Project Budget and Schedule	5
7. Firm Location	10
8. Additional Requirements	-
Total Points	**100**

*EVALUATION CRITERIA- **Robert A. Stevens & Associates, Inc.***	
Category	**Points**
1. Introduction/Transmittal Letter	~~0~~
2. Firm Information	10
3. Town Knowledge and Project Approach	25
4. Assigned Personnel and Experience	25
5. Firm References, Previous Similar Work Completed	25
6. Current, Near Future Workload, Project Budget and Schedule	5
7. Firm Location	10
9. Additional Requirements	-
Total Points	100

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Matthew Jones, Public Services Superintendent

FROM: Parks and Recreation Advisory Board

AGENDA ITEM: Consider Parks and Recreation Board recommendation on having the Fourth of July event on Friday. July 3rd, 2026.

DATE: April 14, 2026

SUMMARY & RECOMMENDATION: Parks and Recreation Committee recommends that the July 4th event be held on Friday, July 3rd, 2026.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH:

FROM: Brittney Sandoval, Town Administrator

AGENDA ITEM: Consider Pennoni Agreement for Downtown and Community Development Plan that Council requested at the November 4, 2025 Regular Council Meeting.

DATE: April 14, 2026

SUMMARY & RECOMMENDATION: At the November 4, 2025 Regular Council Meeting, Council directed staff to request a proposal for a concept plan from Pennoni for the Downtown Improvements in regards to Park and Business space. The requested proposal is attached. Staff recommends approval of the agreement to move forward with concept and design.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: The financial impact to the Town for this agreement totals $200,000. Staff recommends financing through the FY25-26 Annual Budget G/L #001-572-091 Parks & Recreation Impact Fees which has unallocated funds for Park projects.

RECOMMENDATION:

ATTACHMENT(S):
LAKHA25008 PROPOSAL - Downtown Comm Dev Plan v5.pdf

March 23, 2026

LAKHA25008

Lake Hamilton
Attn: Ms. Brittney Sandoval
Clerk's Office
100 Smith Avenue
PO Box 126
Lake Hamilton, FL 33851

RE: SUPPLMENTAL AGREEMENT 25-008
DOWNTOWN AND COMMUNITY DEVELOPMENT PLAN
LAKE HAMILTON, POLK COUNTY, FL

Dear Ms. Sandoval:

Pennoni envisions creating concepts and techniques that offer the most viable solutions for accommodating new growth in the context of the social and economic challenges of the 21st century. Our approach will be focused on creating a vibrant downtown surrounded by neighborhoods that are diverse in character to meet diverse needs and tastes, and that can sustain healthy growth while maintaining livable, attractive, and economically lively places.

Pennoni's understanding of the political and economic background for community development, experience with existing communities, method of public engagement, and experience with design guidelines and zoning codes, all serve to ensure the success of our municipal plans. Designs that enable the full range of development approaches, including incremental implementation by multiple players support the project's evolution over time, and ensure optimal management of value with the completion of each new project component. Ultimately, the underlying emphasis in all our projects is to create memorable, authentic places that improve the quality of life of the people who inhabit, work within, and visit them, while optimizing the value of the site's context and ensuring sustainable stewardship of environmental assets.

Pennoni envisions this planning process as an opportunity to engage Lake Hamilton's community and create a unified vision and identity for a new Downtown and/or other neighborhood centers. The Pennoni team has crafted the following Scope of Work:

PROPOSED PROCESS AND WORK PLAN

Our team proposes a 3-Phase effort extending for 12-15 months to complete the Project scope. The timescale ensures a cost-effective process and maintains momentum and interest among local leadership and decision-makers, along with other anticipated stakeholders, as progress is made.

PHASE 1 - "DISCOVERY" INITIATION, ASSESSMENT, ANALYSES, & VISIONING
PHASE 2 - DOWNTOWN PLAN
PHASE 3 - DOWNTOWN IMPLEMENTATION PLAN

The above phases are detailed below.

PHASE 1 - INITIATION, ASSESSMENT, ANALYSES, & VISIONING

A. PROJECT INITIATION

1. Prepare Basic Mapping (assisted by the Central Florida Regional Planning Council for Town's Future Land Use, and Zoning maps)

2. Conduct a Project Initiation Meeting with the Town's Planner to:
    - Set Project process and procedures
    - Confirm Project Schedule of work, production, meetings, and presentations
    - Confirm Project boundaries and incorporate GIS
    - Confirm of Project Scope and Deliverables
    - Set Project governance
    - Confirm methods of communication of proposals and progress
    - Conduct a planning tour. The Pennoni team shall document initial observations, findings, and analyses with map annotations, sketches, and photographs, to be incorporated into the background information, project base maps, and the Development Diagnostics

Regular coordination meetings will be an important component of this Project.

DELIVERABLES

Project Initiation Document/PowerPoint
Confirmed Project scope and deliverables
Confirmed Project schedule of work/timeline, production, meetings, and presentations
Confirmed Project Committee and key stakeholders for interviews, if desired
Project Management and Communications Protocols

MEETINGS

One work session with the Town's Staff.

B. BASE PLAN, BACKGROUND MATERIALS, EXISTING CONDITIONS REVIEW

Prior Studies, Existing Conditions Collation and Initial Review

The Pennoni team will work with the Town's Planner to identify relevant planning studies, reports, and development proposals (e.g., prior/current plans and any other prior/current master plan studies and reports), policy documents (e.g., the Zoning Map and regulations), and potential research data for use in the master planning process.

The Pennoni team will review these studies and plans, the local ordinances and codes, and any other applicable documents. The Pennoni team, with assistance and provision from the Town's Planner, will also begin collating the base plan information (maps, surveys, and other baseline data) needed for the physical planning and design.

The items below are among the other materials and data the Pennoni team will collate and format, with assistance from the Town:

- Existing plans for Downtown, including any plans for circulation and development envisioned for the area; base maps (GIS/CAD), aerial photography, eye-level site photos, and other pertinent digital survey information at the regional and local scales, of the developed area and the surrounding context;
- Current planning and regulatory context: current and proposed land use and zoning patterns, Comprehensive Planning Future Land Use district boundaries, zoning district boundaries, transitional zoning, lot consolidation etc.; municipal policies; and other regulations (e.g., easements or restrictions)
- Traffic data: transportation data, studies, traffic impact assessments, parking studies, and other transportation studies, as they pertain to the Town, the larger project context, and potentially affected existing networks;

- Civil works/utility capacities and plans (water, sewer, stormwater, power, telecom/IT, etc.: existing and proposed); impact assessments and other studies for the Town and its context; proposed municipal capital improvements and civic infrastructure projects;
- Environmental analysis: previous environmental studies and databases including location of existing sensitive areas and previous delineations;
- Comprehensive Plan and other previous reports and datasets, developed as part of previous efforts as well as documentation of local and regional precedents of development (favorable and unfavorable);
- Market analyses and demographic data, including any projections; development data including existing uses, supply and demand/inventory for various uses (if available), any market analyses and data for individual projects or areas within the vicinity of the existing developed area;
- Any constraints mapping conducted by others;
- Prior sustainability studies and analysis of the region;
- Prior cultural studies and guidance documents; and
- Other approved development plans and proposed capital improvements in pertinent neighboring areas.

(Note: The Pennoni team will rely on the completeness and accuracy of the Project base information available to date. The Pennoni team shall not be responsible for updating and/or correcting such information or updating and/or correcting documents produced from the same. A full, itemized list of Project information/base materials that the consultant team would require for its planning and design work shall be provided upon contract award.)

DELIVERABLES

Confirmed Project datasets and base documents to be provided by the Town to the Pennoni team.

C. DEVELOPMENT DIAGNOSTICS

In undertaking the scope of work, we propose a clarifying approach where potential components of the Downtown Plan are examined and updated.

1. Economic Development - GAI Consultants' Community Solutions Group ("GAI" or "CSG")

These tasks will produce necessary information to determine market position of the Town of Lake Hamilton's Downtown, influencing market conditions, and occurrence of retail leakage. The Client intends to use the analysis prepared by CSG to engage prospective commercial tenants and understand performance trends of the broader retail/commercial market within the Town and the region more broadly.

a. Task 1 - Demographic and Socio-Economic Assessment

This task is necessary to fully understand the overall market supporting demand within the Town of Lake Hamilton. This effort will focus on the following:

- A profile of area demographic and socio-economic characteristics that may influence development. This analysis will include evaluation of historical growth trends within the area, and where applicable identify the area's capture of regional growth. This task will include, but not be limited to, collection of the following metrics:
    - *Demographic:* Population, Median Age, Household Size, Housing Units, Housing Unit Vacancy, Age Distribution, Race and Ethnicity Makeup.
    - *Socio-Economic*: Per Capita Income, Household Income, Unemployment Rate,

Disposable Income.

- *Employment & Business Activity*: Total Businesses, Total Employees, Jobs by Industry Sector, Class of Worker, Employee Inflow/Outflow, Education Attainment.

b. Task 2 - Market Study

The Market Study will rely upon real estate data, and be reported in the form of rents, occupancy rates, absorption, and/or other suitable measures as applicable. CSG will evaluate performance trends for commercial uses within the area, as well as up to two (2) commercial activity nodes/areas within the region to be identified in collaboration with the Client.

- Inventory supply analysis of commercial uses within geographies identified above. For the purposes of this analysis, commercial uses will include retail and office. This task will include, but not be limited to, collection of the following for each commercial use segment:
  - Total Square Footage
  - Class of Space
  - Occupancy/Vacancy Rates
  - Rental Rates
  - Absorption
  - Leasing Activity

c. Task 3 - Consumer Expenditure Analysis

To assist the Client with potential positioning amongst current and emerging supply of similar commercial uses, this analysis will examine the relationship between what households spend their income on and where that spending is happening. The population residing within a defined area that leaves the area to purchase certain types of goods because they are not readily or abundantly available locally is commonly referred to as Retail Leakage. This analysis will examine both consumer spending behaviors and assess Retail Leakage within the area to inform types of retail that might reasonably be supported within the area.

2. Land Use, Urban Design, and Policy

The documents collated in the data collection and review up to this point will be analyzed and evaluated for how they will impact the development of the Plan and supporting regulations. The physical planning and design constraints of all potential new Downtown sites' existing conditions will be documented.

a. The Pennoni team will document the existing regulatory and policy context, and review existing planning, design, and development concepts and recommendations. Elements will include the following:

1) *Land Use and Development*

Existing land uses and development patterns in the area including residential, retail, commercial, office, parking, vacant/underutilized, open space/park, government, religious, educational, medical, recreational, and other uses;

2) *Form and Character*

The natural and built environments, focusing on the form, scale, and character of existing and planned development (e.g., streetscape and frontage/façade analyses).

This would also include a review of local historic and cultural resources that may provide precedent for future development; and

3) *Organizational and Regulatory Context*

Local codes, policies, and ordinances affecting development/construction of a new Downtown, for assessing the effectiveness and impacts on investment and development.

3. Civil Works and Transportation

a. *Civil Works Inventory and Review*

Review Town's inventory and conditions data of public infrastructure (existing Town maps and GIS as available) including, but not limited to, streets, sidewalks, and bicycle routes, utilities, and other infrastructure (e.g., wastewater, storm drainage), with a narrative analysis of the benefits, constraints, and impediments created by such existing infrastructure.

b. *Transportation, Traffic Counts, and Parking Review*

Review of existing traffic and circulation conditions, including an examination of parking. The analysis will look at how the existing local and regional network serves the variety of users in Lake Hamilton - commercial establishments, larger developments, employees, residents, and visitors - and contributes or detracts from the quality of life of the Town. This analysis will be performed from the perspective of all modes: walking, bicycling, transit use, and driving, with particular attention to the variation in travel by season, week, and hourly dispersion through the day. Work under this sub-task may involve:

1) A review of existing local and regional transportation studies (as identified above);
2) Communication with local and (as needed) state transportation planners early in the project to discuss opportunities and constraints and exchange ideas about transportation-related issues, challenges, and goals in the region as they pertain to Downtown;
3) A review of long-range regional transportation projects likely to affect Downtown;
4) Evaluation of transportation operations, based on existing data and existing traffic count studies to capture daily distribution of hourly traffic, and identify major deficiencies, constraint points, and opportunities for short-term improvements;
5) Identification of any additional improvements needed to enhance current safety and circulation to and within, to, and from Downtown, including those for pedestrians and cyclists;
6) A cursory analysis of Lake Hamilton pedestrian conditions. This will facilitate before and after analyses based on subsequent designs by the team.

4. Infrastructure and Environmental/Ecological Considerations

a. *Stormwater, Wastewater, and Water Quality Considerations Assessment*

1) Assess existing and future stormwater and wastewater issues
2) Assess water quality

b. *Telecommunications/IT Infrastructure Assessment*

1) Conceptual Environmental/Ecological Review
2) Assess significant ecological functions

3) Ensure development proposals are consistent with the environmental objectives of the Town and prior/current plans.

D. BRANDING

Pennoni's branding analysis will begin by taking a dive into the history of Lake Hamilton and the region. It is our experience that the best, most authentic downtown "brands" are those that offer an emotional connection to their audience(s). Nothing connects the past, present, and future of a place better than weaving a story that embraces the history of a location yet relates it to the present day and the future vision for the place. And nothing makes a place-based brand more relatable than one that emerges from the place itself and its story.

Place-based branding seeks to create a fluid framework or foundation for a place that can evolve and adapt as the place grows and changes. At its most successful, it creates a framework to help unify, communicate, and tell the story of what happens there while allowing people to make their own emotional connection to that place. At its best, it is remarkably simple and easy for a wide audience understand.

Collectively, the above will inform and shape the Downtown Vision and Goals as they relate to Downtown identity and wayfinding, as well as provide a good foundation for the most intensive period of work to be carried out during the Charrette. The finalized documentation may also include an executive summary and other maps and graphics for a wider audience.

DELIVERABLES

Development Diagnostics document/s as described above.

MEETINGS

Online communication, as appropriate, to present the Observations and initial Discussions to the Committee.

E. STAKEHOLDER INTERVIEWS

1. Stakeholder Interviews

The Downtown Planning Committee may identify key stakeholders representing a broad array of community interest to be interviewed with a minimum of 5 and maximum of 10 stakeholders (e.g., other local officials, the Chamber of Commerce, local merchants, etc.) to be selected. Stakeholders will be interviewed by the Pennoni team to understand what goals, ideas, or concerns they have for the Project. The setting and format of these interviews may be flexible and may or may not necessarily be completed under this task, depending on the schedules and needs of those involved.

DELIVERABLES

Confirmed Planning Committee and key stakeholders for interviews if desired Documentation of Stakeholder Interviews (may be partial/in progress).

MEETINGS

In-person and remote communications with the Committee, as appropriate, to present the Observations and initial Discussions In-person and remote stakeholder interviews.

PHASE 2 - DOWNTOWN PLAN

A major component of Phase 2 is a multi-day Charrette, to engage specific topics and to enable a condensed and iterative process with key community decision-makers. This represents the most intensive period of work.

A. DOWNTOWN PLAN CHARRETTE

1. **Pre-Charrette Preparations and Logistics**

   Prior to the Charrette, the Pennoni team will work with the Committee to prepare a draft Charrette schedule and an annotated Charrette agenda. The Pre-Charrette preparations shall also include the logistical planning for the Charrette. These aspects include but are not limited to arranging - pandemic conditions permitting - any required travel, accommodation, and other related logistics for consultant team members; and finalizing the set-up of the Charrette and other Charrette requirements.

   The Pennoni team will develop a Charrette schedule to meet the needs of the Committee in the service of the Project, including determining necessary meetings and presentations.

2. **Community Workshops & Presentations (up to 3)**

   This task includes two types of community meeting: visioning workshops and the community presentations.

   - The first meeting will involve small group, facilitated discussions to identify the issues and opportunities. This meeting will be virtual (Teams).
   - The second meeting will allow Pennoni an opportunity to test assumptions by presenting the issues and opportunities we heard in the first meetings and allowing participants to edit those. They will also help us start to create the statement of community goals / vision through identifying the words and images that best represent the future of the area. This will be an in-person workshop.
   - At a final meeting, we will present a draft of the community goals / vision for community critique.

DELIVERABLES

Charrette Schedule and Annotated Agenda Charrette Logistics

MEETINGS

Pre-Charrette coordination meeting (virtual) with the Downtown Planning Committee. Workshops and presentations as noted.

B. PLAN DRAFT REPORT

Following a tour of potential Downtown sites and other pertinent Town locations (e.g., the neighboring districts, the Common, etc.), we will begin the overall organization and specific techniques of the Plan; the identification of which portions of the existing Downtown Plan require changes in content, and whether any portions of the existing plan are to be retained. An outline of document sections and content will be confirmed. Subsequent to a visioning recap session, specific topic-focused meetings will be held with the Downtown Planning Committee. Issues will be discussed, relevant data further analyzed, and solutions presented. Drafting of key elements of the text, plans, and graphics may also be prepared or proposed, as appropriate. Under this task and as stated above, the team will evaluate the Downtown Plan through a set of elements/components (mirroring the framework of the Diagnostics), which may include:

1. **Land Use, Urban Design, and Policy**

   Downtown Lake Hamilton must focus on what is unique to itself towards developing and nurturing the appropriate balance of uses and activities. This balance is especially important when considering the Commercial land use activity on U.S. Highway 27 and the linkage to downtown, paired with the residential growth to the East. In light of optimizing the various burgeoning development opportunities throughout the area, an appropriate level of density – at the degree the market is able to sustain and

carefully located within the town – will help ensure successful development of the downtown. Compact development engenders community vibrancy and resiliency, e.g., Downtown retail establishments are patronized; walkability is encouraged; community services and public amenities are active; etc. We envision a Downtown Plan that creates a more predictable yet flexible framework for places to live, work, shop, and eat; provides opportunities for cultural enrichment, learning, and recreation; and presents the community at large with identifiable centers and gathering places during both daytime and evening hours.

As described previously, the team strongly recommends the adoption of a -based (form-based) use and zoning framework (as opposed to adherence to the obsolete Euclidean [i.e., land use based] zoning framework). This alternative form-based zoning system replaces conventional separated land-use zoning systems that have encouraged a car-dependent culture and land-consuming sprawl. The Transect instead provides the basis for real neighborhood structure, which requires walkable streets, mixed use, transportation options, and housing diversity. The Transect Zones (T-Zones) may be coordinated to all scales of planning, from the community scale down to the individual lot and building. The T-zones are intended to be balanced within a neighborhood structure based on the pedestrian shed (the walkshed), so that Downtown becomes truly walkable.

The chassis of the Planning Transect is the recommended basis for organizing the components of the Downtown Plan: building, lot, land use, street, infrastructure, landscape, and all of the other physical elements of Downtown. An “immersive” environment is created – a place that has an integrity and coherence about it because of its particular combinations of elements.

A Transect-based Downtown Plan thus provides:

- A common language for a new zoning paradigm
- The ability to plug into a Transect-based Downtown code all elements of the built environment – not just use and urban design, but also engineering, landscape, and other disciplines (this is in large part how we envision effectively consolidating and coordinating the various planning, design, and engineering documents)
- Predictability with flexibility – an aspect that is of particular interest to developers
- Successional potential for Downtown Lake Hamilton to develop incrementally and to evolve gracefully and sustainably over time.

Development policy goals for Downtown Lake Hamilton potentially concern ensuring the commercial viability of Downtown, housing and equity, fiscal responsibility, and post-pandemic development strategies.

Regarding Downtown’s commercial viability, “smallness” is likely to be important in preparing the Plan and ensuring authentic urban diversity appropriate to a downtown, because it is the basis of multiple ownership, which in turn encourages diversity of service. In addition to the larger commercial enterprises sustaining their presence in Downtown, small, independent businesses need to be protected and nurtured, and new small business growth encouraged. Accommodating smaller businesses can be accomplished in multiple ways.

Small businesses can be encouraged via resilient, small, flexible units to accommodate local entrepreneurs. Incentives might be given to develop the kinds of small businesses that are essential to maintaining a diverse Downtown. Because small businesses are essential for sustaining a diverse Downtown, subsidy in the form of low-interest loans, rental subsidies, and others might be appropriate.

What happens in-between the Downtown buildings, and what precedes development to create a sense of place, is just as important as what happens inside of them. There is value to be generated in this new community that can be attained through creative placemaking and ongoing engagement of Downtown's businesses, residents, and other users. We are able to develop both short- and long-term public space programming and activation strategies which may provide a roadmap for future placemaking efforts, including strategies for the management of newly created public space.

Specific to strategies for open space, the provision of an array of spaces throughout Downtown that encourage positive interaction and physical activity includes the diligent detailing of streetscape features – sidewalk width, intersection treatments, street trees, as well as specific parks, civic and cultural facilities, as well proximity to destinations within Downtown. Outdoor life, sunlight, breezes, and large open spaces are considered the greatest assets to health; insofar as possible, enhancement (and creation) of views, linkages, and access to places and facilities that are of value to the community at large create opportunities for a diverse range of public spaces, including shared space for community gardening, tree nurseries/parking orchards on underutilized parking lots and vacant land, areas for pedestrian paths and trails, preserved vistas, and others. The Plan also should present a comprehensive, well-planned network of community amenities; such facilities (e.g., the single "Multi-Use Community Center" which the Town has identified as needed) should be not just providers of public services, but also, when properly arranged, be sites where members of the community gather.

Ultimately, the most significant policy update we envision is the replacement of the land-used based plan with one that is, as stated previously, Transect-based/form-based. This would be the Comprehensive Plan, which is paramount in Florida pursuant to the Community Planning Act, Chapter 163, Part II, F.S. Per the above, Transect-based/form-based planning and design will help ensure cohesion in form and character throughout the Town, and compatibility of the proposed new growth with the desired overall character. There should be a concerted effort to create connectivity between uses and variegated building forms, especially along the major commercial corridor/s and the future Downtown. Often in the transition areas between these commercial corridors/ nodes to residential uses, there are clumsy and abrupt juxtapositions, or, conversely, vacant land or under-utilized space. We are able to offer a range of innovative mixed use, commercial, and residential building types that maintain cohesive urbanism.

2. Civil Works and Transportation

Connecting places and destinations throughout Downtown and to/from its adjacent neighborhoods; promoting pedestrian activity and enhancing/planning for public transit; providing sufficient and convenient – but not overly excessive and wasteful – parking; and ensuring Downtown- and Town-wide accessibility are critical to the success of Downtown Lake Hamilton. Often, density is blamed for traffic congestion and all associated inconveniences. However, this is true only when uses are segregated and the places where people live are separated from the places where people need to go. In many if not all successful downtowns and mixed-use districts, most of the daily necessities are within walking distance, eliminating or greatly shortening vehicular trips.

While the Town currently has a somewhat connected street network, it is irregular in configuration and lacks hierarchy. The prevalence of surface parking lots fronting conventional sprawl-type commercial development diminishes the sense of place and creates a hostile environment for pedestrians. The opportunity to reconfigure the Town's street network might be examined to optimize easy access to the new Downtown.

In addition, interfaces among the various modes of circulation, including pedestrian movement and bicycle use, present challenges to an efficient, safe, and equitable circulation network that is pleasantly walkable and/or bikeable. Opportunities for examination include the enhancement of the

arrival/departure experience and the introduction of thoroughfare standards for Complete Streets that permit good connectivity with various modes of circulation, including bicycle use and pedestrian movement. A Complete Streets approach for Downtown would include Green and Light Imprint infrastructure and stormwater management, street trees, vehicular lanes, intersection designs, curb radii and details, traffic calming and control, sidewalks and pedestrian amenities, bicycle lanes and facilities, transit facilities, parking lanes, access management, lighting, crosswalks, ADA standards and shade structures, among others.

Our team recognizes that Complete Streets do not always look, or function, the same. All address pedestrian safety needs and comfort levels; some include designated bicycle facilities; some must accommodate large vehicles; and all must be appropriately designed for prudent volumes and speeds of auto traffic that respect and support the surrounding land use context. Our multimodal street design approach will examine both transportation infrastructure and building patterns along routes proposed for the various modes in Downtown and the surrounding context. Making the transition from vehicular travel to travel on foot or bike is critical to connect the destinations within Downtown while minimizing traffic volumes and parking demands. We will therefore employ a "pedestrian first" approach in the design of street corridors and crossings to simultaneously enhance Downtown livability.

3. Infrastructure and Environmental/Ecological Considerations

Pennoni will tackle utility infrastructure issues head on, including recommendations for reducing wear and tear on infrastructure through low-impact design, green corridors, strategic downsizing, and sustainable extensions. Specifically, our team's Light Imprint approach to infrastructure costs less, can be implemented more quickly, and is not as "lumpy" – sustainable engineering strategies/technologies can be lean and incremental – compared to the erstwhile larger-scaled, "gold-plated" infrastructure systems engineering and design.

4. Illustrative Documents

- An Illustrative Downtown Plan, hand-drawn to scale or in CAD, and rendered in color, which shall depict the updated disposition of Downtown development, and which at a broad level, will address land uses; general locations for private and public tracts; surface infrastructure, access, and circulation; proposed massing and form; the schematic delineation of other design features and the surrounding context. The development of the Illustrative Downtown Plan includes the exploration and preparation of concept master plan studies (minimum 3), leading to the preferred Illustrative Downtown Plan;

- Detail Plans for Key Downtown Locations (Town Square, Main Street, Waterfront, etc.), hand-drawn to scale and/or in CAD, and rendered in color, showing the ideal build-out of key Downtown locations and/or new Catalytic Projects within the Illustrative Downtown Plan;

- Perspective Drawings/3D Renderings, by hand and/or computer-generated (5 to 6 no.*), rendered in color, showing typical thoroughfares, parks, greens, squares, plazas, and/or other locations. Revisions to the Perspective Drawings after the Charrette shall be considered Additional Services;

- A Downtown Parking Plan that identifies all current public and private parking in Downtown and lays out a plan and map that identifies how Downtown parking will be addressed within five years;

- Diagrams such as those depicting:
    - Downtown vicinity and location

- the existing urban structure and development context
- the concept of neighborhood planning
- civic buildings and civic spaces
- the private lots/land parcels
- the open space network
- the vehicular network (circulation [roads and servicing];

- Schematic Prototypical Building Floor Plans and Elevations, at a scale appropriate for the building types, based upon a mutually agreed architectural syntax; and
- Initial Yield Calculations and Other Take-Offs/Plan Metrics for the Illustrative Downtown Master Plan.

5. Regulatory Documents

- a Downtown Regulating Plan keyed to the Urban Regulations and the Street Sections. This plan regulates the land use, building use, and density of the various building types that occur in the Illustrative Downtown Master Plan;
- Downtown Thoroughfare Standards/Streetscape Standards specifying the various street designs within the public rights-of-way shown in the Regulating Plan;
- Downtown Urban Regulations specifying each lot/building type in terms of use, setbacks, heights, ancillary elements, parking, retail frontage, building entrances and encroachments, function per floor, signage, storefront specifications, and any special requirements;
- Architectural Standards describing desired building design in terms of materials and configurations; and
- Landscape Standards and Guidelines, comprising specifications for landscape/softscape elements, hardscape elements, wayfinding, and other environmental elements for the public and private realms.

These Regulatory Documents are essential elements to the effective implementation of the Downtown Plan and ensure that the Plan is a living guide for decision-makers. The regulations and standards become vital documents especially in the likelihood that multiple landowners and developers will be implementing the Plan incrementally via individual parcels within Downtown.

DELIVERABLES

1 reproducible PDF digital file and 1 hard copy of the Plan Draft Report

MEETINGS

Per the workshops as described above.

C. PLAN FINAL REPORT

The Report will include a draft of the updated text, maps, and graphics. The Draft will be made available to the Downtown Planning Committee; if desired, it could also be made available to other Town leadership and staff - including specific Departments to review pertinent sections - for review and feedback.

The Pennoni team will use reasonable efforts to incorporate the Committee's requested changes in the **Downtown Plan Final Report** ("**Final Report**").

The above work is anticipated to be done in parallel with Phase 3 (i.e., the Implementation Plan logically is most efficiently prepared with approved/endorsed planning proposals).

In addition to the above, Pennoni, at the request of the Committee, is able to make up to one (1) follow-up presentations to the Committee/the Town. The dates for these presentations are to be mutually agreed between Pennoni and the Committee/the Town.

DELIVERABLES

1 reproducible PDF digital file and 1 hard copy of the Final Report

PRESENTATIONS

1 follow-up presentation, schedule TBD

PHASE 3 - DOWNTOWN IMPLEMENTATION PLAN

A. DRAFT DOWNTOWN IMPLEMENTATION PLAN

The preparation of the **Draft Downtown Implementation Plan,** to include proposed capital improvements and enhancements relating to other relevant Plans (County, etc.), shall be undertaken in parallel and concurrent with the preparation of the Downtown Plan Final Report. The Implementation Plan will identify per item the pertinent responsible actor/s, timeline/s, resources, and potential funding. Moreover, and as described previously, the Implementation Plan also is anticipated to include proposed initial/incremental interventions for early activation and placemaking as part of a "Lean" development strategy.

The Downtown Planning Committee will review the Draft Downtown Implementation Plan and will provide coordinated and aggregated comments to the Pennoni team 3 weeks after receipt of the same. We would prefer one copy with all comments, which will be incorporated into the Final Downtown Implementation Plan. (This review is envisioned to include an in-person coordination meeting/review between the Committee and the Pennoni team towards the end of this duration.)

DELIVERABLES

1 reproducible PDF digital file and 1 hard copy of the Draft Downtown Implementation Plan.

MEETINGS

1 work session (coordination meeting/review) with the Downtown Planning Committee.

B. FINAL DOWNTOWN IMPLEMENTATION PLAN

The Pennoni team will use reasonable efforts to incorporate the Committee's requested changes in the **Final Downtown Implementation Plan.** This will include recommendations for pursuing grants and other available State funding.

In addition to the above, Pennoni, at the request of the Committee, is able to make up to one (1) follow-up presentation of the Implementation Plan to the Committee/the Town. The dates for these presentations are to be mutually agreed between Pennoni and the Committee /the Town.

DELIVERABLES

1 reproducible PDF digital file and 1 hard copy of the Final Downtown Implementation Plan

PRESENTATIONS

1 follow-up presentation, schedule TBD

FEE

Pennoni's lump sum fees to provide the above-described services as follows:

Phase 1 - "DISCOVERY" INITIATION, ASSESSMENT, ANALYSES, & VISIONING..... $75,000.00

Phase 2 - DOWNTOWN PLAN $85,000.00

Phase 3 - DOWNTOWN IMPLEMENTATION PLAN $40,000.00

TOTAL..... $200,000.00

BILLING AND PAYMENT

An invoice for professional services completed will be presented for payment on a monthly basis. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and that work may be stopped until payment is made in accordance with the agreement. Should the Client elect to expand the Scope of Work to include work tasks not covered in this agreement, Pennoni will perform the requested additional work tasks based on: (A) A mutually agreed upon fixed fee; or (B) The time we spend and the costs we incur to perform the work in accordance with Pennoni's 2026 Schedule of Hourly Rates and Reimbursable Costs. It is understood and agreed that cost tradeoffs among the various cost categories and work tasks are allowable, so long as the total estimated cost of all work tasks is not exceeded without the Town's written approval.

TOWN RESPONSIBILITIES

Town will Designate a Town representative with respect to the services to be rendered under this Supplement who will have complete authority to transmit instructions, receive information, and interpret and define Town 's policies and decisions with respect to Pennoni's services for this Project. Town will promptly review, comment on, and return Pennoni's submittals, and promptly advise Pennoni when the Town becomes aware of any concerns in Pennoni's services. Additionally, Town will furnish Pennoni with all information as to Town requirements, including any special or extraordinary considerations for the Project, and make available existing pertinent data as identified in the Scope of Work as necessary (maps, as-built drawings, etc.). Town will also provide review(s) of Preliminary and Final documents for Town Council approval, technical, and legal sufficiency.

OTHER MATTERS

Our 2026 Schedule of Hourly Rates and Reimbursable Costs, along with the Standard General Conditions and other provisions described in the referenced Master Agreement between Town and Engineer shall apply to this Task Authorization as applicable. References to the Pennoni/Consultant/ Engineer regarding Limitation of Liability also pertain to the Project's Engineer of Record. The obligation to provide services under this Task Authorization may be terminated by either party upon seven days written notice, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Pennoni will be paid for all services rendered. In the performance of its work, Pennoni will rely on readily available and historic information (plans, as-built drawings, manuals, specifications, reports, etc.) provided by the Town and by others without research to verify the accuracy of said information.

PURSUANT TO 558.0035 F.S., AN AGENT OR INDIVIDUAL EMPLOYEE OR AGENT OF PENNONI ASSOCIATES, INC CANNOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCURRING

WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES CONTRACT OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER. BY SIGNING THIS AGREEMENT, YOU HAVE ACCEPTED THIS LIMITATION OF LIABILITY

Thank you for affording us the opportunity to work with you on this project. If you have any questions, please feel free to call us.

Sincerely,

PENNONI ASSOCIATES INC.

Matthew Wanamaker, AICP, PP
Planning Department Director
MW/ja

Steven Elias, PE
Vice President

Please indicate your acceptance of this proposal by signing and returning a copy as our authorization to proceed. In signing this proposal, the Client authorizes Pennoni to complete the professional services outlined in this proposal.

Accepted By:

_____
(Authorized Representative of the Client)

_____
(Print Name & Title)

_____
(Date)

U:\Accounts\LAKHA_PROPOSALS\LAKHA25008P - Downtown and Community Development Plan\01 MGMT\Proposal\LAKHA25008 PROPOSAL - Downtown Comm Dev Plan v5.docx

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Shawna Schuette, Assistant Planner

AGENDA ITEM: Consider Special Exception request for a dock for Floridino's Restaurant as per Land Development Code Sec. 16-489 (c).

DATE: April 14, 2026

SUMMARY & RECOMMENDATION: Staff recommends consideration for special exception/approval for a dock for Floridino's restaurant as per Land Development Code Sec. 16-489 (c). The building official has approved the plans and all requirements have been met.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

ATTACHMENT(S):
Floridino's Special Exception Application.pdf

Town of Lake Hamilton

100 Smith Avenue – P.O. Box 126, Lake Hamilton, FL 33851

APPLICATION FOR SPECIAL EXCEPTION USE OR SPECIAL APPROVAL

Applicant

The following information is required for submission of an application for a Special Exception consideration by The Town of Lake Hamilton Council. Application is not considered complete until full fee is paid. Once application is complete it will be processed and presented to Planning Commission and/ or Town Council.

Please print or type the required information below.

Name of Property Owner: Michelangelo Floridino / Millenium property Holdings LLC

Mailing Address: PO Box 681 Lake Hamilton FL 33857 Phone: 863-585-8044

Name of Representative, if applicable: _____

Mailing Address: _____ Phone: _____

Property Identification

Property Address or General Location: 30650 US Hwy 27 S.

Present Use of the Property: Restaurant / Commercial

Existing Structures Located on the Site: Restaurant

Property Appraiser's ID #: _____

Section: _____ Township: _____ Range: _____

Planning and Zoning Information

Current Zoning District Classification: Commercial

Special Exception requested: _____

A statement substantiating the need and justification for a Special Exception Use by the Planning Commission or for consideration by the Town Council for a Special Approval on your property: To Build a Boat Dock Permitted and Approved by the State of Florida

(Please use additional sheets to attach supporting information and to complete this portion of your application)

Signature of Applicant: _____

Print Name: MICHELANGELO FLORIDINO **Date:** 12-22-25

Date Paid: _____	**Fee Paid:** _____
Check #: _____	**Receipt #:** _____

Page 3

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), Millenium property holding LLC being duly sworn, depose and say that (I) (we) serve as _____ (agent or lessee) for the owner(s) in making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this capacity.

Further, (I) (we) depose and say that the statements and answers herein contained and other information attached hereto present the arguments in behalf of the petition herein requested to the best of (my) (our) ability and that the statements and information above referred to are in all respects true and correct to the best of (my) (our) knowledge and belief.

AGENT, LESSEE, OR BUYER(S)

Signature of Agent, Lessee, or Buyer(s)

Michelangelo Floridia
Printed Name of Agent, Lessee, or Buyer(s)

Signature of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

Signature of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

Signature of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA

COUNTY OF POLK

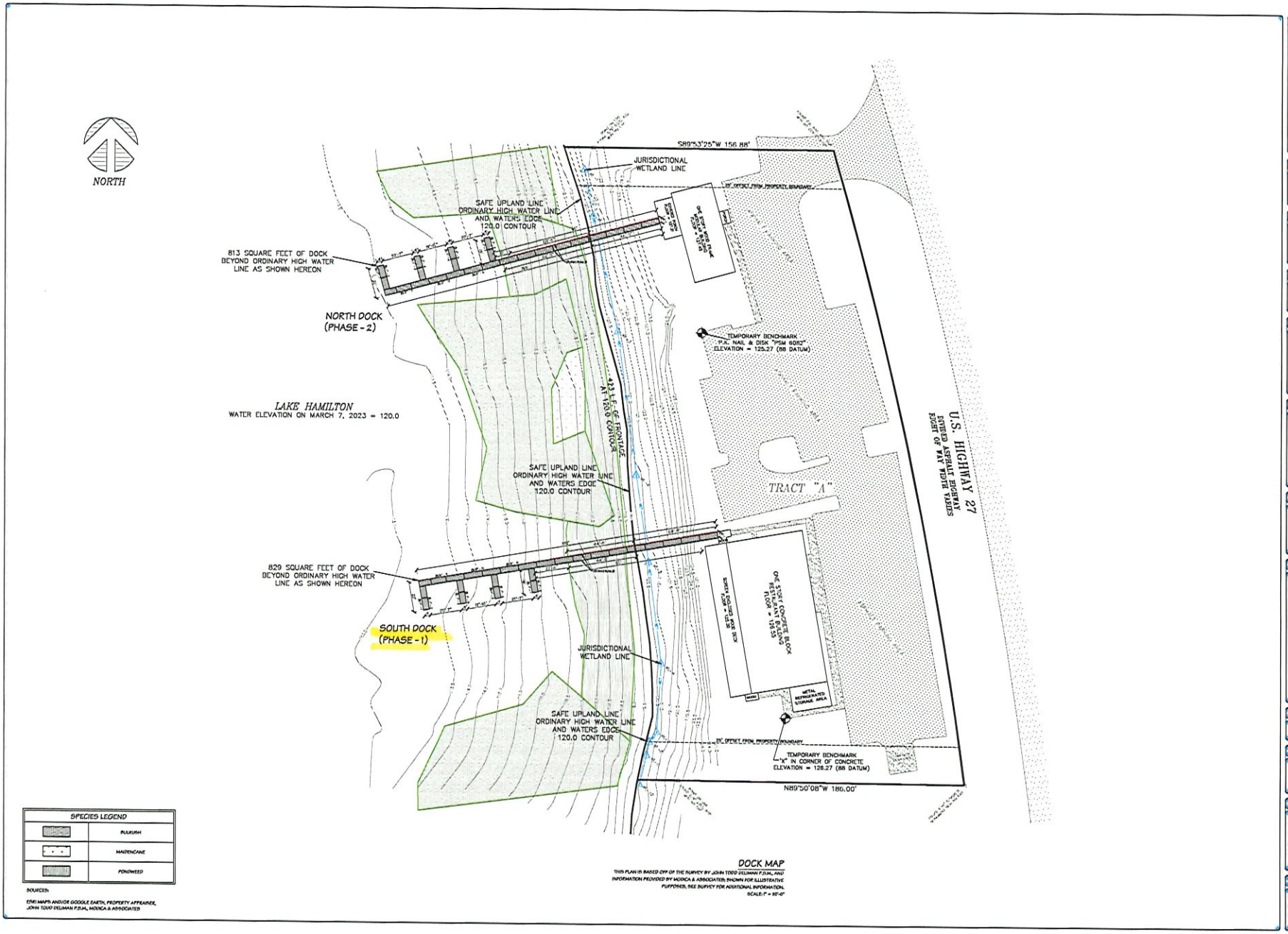
AGENT, LESSEE, OR BUYER(S) NOTARIZATION

The foregoing instrument was acknowledged before me this 9th day of December, 2025, by Michelangelo Floridia, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

Notary Public

Seal and Commission Expiration Date

JOSUE PABON
Notary Public
State of Florida
Comm# HH228607
Expires 2/14/2026



DOCK MAP

THIS PLAN IS BASED OFF OF THE SURVEY BY JOHN TODD DELIMAN P.S.M. AND INFORMATION PROVIDED BY MODICA & ASSOCIATES; SHOWN FOR ILLUSTRATIVE PURPOSES, SEE SURVEY FOR ADDITIONAL INFORMATION.
SCALE: 1" = 80'-0"

ENGINEER OF RECORD

DONALDSON DESIGN
JACOB DONALDSON
PROFESSIONAL ENGINEER
FLORIDA P.E. # 77567
FLORIDA C.O.A. # 30604
(863) 526-4031
6078 Murphy Rd, Bartow, FL 33830
donaldsondesign@outlook.com

CLIENT

FLORIDINO'S & FREEDOM BOAT CLUB
20460 US HIGHWAY 27
LAKE HAMILTON, FL 33851

CONTRACTOR

STRUCTURAL NOTE

THIS NEW STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE 8TH EDITION FLORIDA BUILDING CODE (2023): BUILDING, AND CHAPTERS 26-31 OF THE ASCE 7.

WIND FACTOR NOTE

WIND VELOCITY (3-SECOND GUST)
ULTIMATE: 140 MPH, NOMINAL: 108 MPH
RISK CATEGORY: 2
COMMERCIAL BUILDING CATEGORY
WIND EXPOSURE "C"
INTERNAL PRESSURE COEFFICIENT
OPEN: +/-0.00 GCpi

RENOVATION NOTE

DUE TO THE INHERENT NATURE OF EXISTING BUILDINGS, THE DRAFTSMAN/DESIGNER CANNOT DETERMINE EXACT CONSTRUCTION/DIMENSIONS WITHOUT REMOVING OR DEMOLISHING THE EXISTING STRUCTURE AND/OR SURFACES. THEREFORE, IT IS THE SOLE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION, AND FABRICATION OF ALL COMPONENTS. IMMEDIATELY CONTACT THE ENGINEER OF RECORD IF DISCREPANCIES ARE FOUND BETWEEN THESE DRAWINGS AND ACTUAL SITE CONDITIONS, AND ADD AS REQUIRED PER THESE PLANS.

GENERAL NOTE

THESE DOCUMENTS AND THESE CONTENTS ARE THE PROPERTY OF DONALDSON DESIGN AND ARE ISSUED ONLY FOR THE SPECIFIC PROJECT NOTED ON THIS DRAWING. ANY REPRODUCTION, REVISION, OR MODIFICATIONS OF THESE DOCUMENTS WITHOUT THE EXPRESSED WRITTEN CONSENT OF DONALDSON DESIGN IS PROHIBITED.

STANDARD NOTE

WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THESE PLANS TO AVOID MISTAKES, THE DESIGNER CANNOT GUARANTEE AGAINST HUMAN ERROR. THE CONTRACTOR/OWNER IS ULTIMATELY RESPONSIBLE TO VERIFY ALL DIMENSIONS, SETBACKS, CONDITIONS AND OTHER DETAILS ON THE PLANS AND NOTIFY THE DESIGNER OF ANY ERRORS OR OMISSIONS BEFORE COMMENCING CONSTRUCTION.

STRUCTURAL REVIEW ONLY PER DONALDSON DESIGN STRUCTURAL PLANS ONLY PREPARED BY (OR) UNDER THE DIRECT SUPERVISION OF JACOB DONALDSON, PROFESSIONAL ENGINEER, ENGINEER IS NOT RESPONSIBLE FOR ANY DIMENSIONAL ERRORS, SETBACKS, DRAFTSMAN'S DISCREPANCIES, NON-STRUCTURAL, OR ANY STRUCTURAL INFORMATION NOT SHOWN ON THESE PLANS. DONALDSON DESIGN RESERVES THE RIGHT TO REVISE OR UPDATE ANY OF THE ASSESSMENTS, OBSERVATIONS AND/OR RECOMMENDATIONS AS CONDITIONS CHANGE OR ADDITIONAL INFORMATION BECOMES AVAILABLE.

DATE

JANUARY 16, 2024

SQUARE FOOTAGE

NORTH DOCK (PHASE - 2): 813 ft² (BEYOND OHW LINE)
SOUTH DOCK (PHASE - 1): 829 ft² (BEYOND OHW LINE)

SIGN & SEAL

(PLANS ARE PRELIMINARY UNLESS A SEAL IS SHOWN)

Jacob Donaldson
This item has been electronically signed and sealed by Jacob Donaldson, PE using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
Valid Until Thanksgiving Day 2024

SHEET

(STRUCTURAL REVIEW ONLY (OR) PLANS - JACOB DONALDSON, PE)

1
OF 5 SHEETS



NORTH DOCK SBL PREEMPTED AREA	
	SBL PREEMPTED AREA (5,486 ft²)

NORTH DOCK AREAS	
	UPLAND - NO IMPACT (167 ft²)
	SW - IMPACT (676 ft²)
	SAV - IMPACT (724 ft²)
	WETLAND - IMPACT (20 ft²)

SOUTH DOCK SBL PREEMPTED AREA	
	SBL PREEMPTED AREA (4,800 ft²)

NORTH DOCK AREAS	
	UPLAND - NO IMPACT (304 ft²)
	SW - IMPACT (676 ft²)
	SAV - IMPACT (624 ft²)
	WETLAND - IMPACT (20 ft²)

SPECIES LEGEND	
	BULRUSH
	MADEIRENSE
	PONDWEED

SOURCES:
ESRI MAPS AND/OR GOOGLE EARTH, PROPERTY APPRAISER, JOHN TODD DELIMAN P.S.M., MORICA & ASSOCIATES

DOCK IMPACT MAP

THIS PLAN IS BASED OFF OF THE SURVEY BY JOHN TODD DELIMAN P.S.M., AND INFORMATION PROVIDED BY MORICA & ASSOCIATES SHOWN FOR ILLUSTRATIVE PURPOSES. SEE SURVEY FOR ADDITIONAL INFORMATION.
SCALE: 1" = 80'-0"

ENGINEER OF RECORD

DONALDSON DESIGN

JACOB DONALDSON
PROFESSIONAL ENGINEER
FLORIDA P.E. # 77567
FLORIDA C.O.A. # 30609

(850) 526-4001
6078 Murphy Rd, Panton, FL 32330
donaldsondesign@outlook.com

CLIENT

FLORIDINO'S & FREEDOM BOAT CLUB

10660 US HIGHWAY 27
LAKE HAMILTON, FL 33851

CONTRACTOR

STRUCTURAL NOTE

THIS NEW STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE 8TH EDITION FLORIDA BUILDING CODE (2023), BUILDING, AND CHAPTERS 20-31 OF THE ASCE 7.

WIND FACTOR NOTE

WIND VELOCITY (3-SECOND GUST)
ULTIMATE: 140 MPH , NOMINAL: 108 MPH
RISK CATEGORY: II
COMMERCIAL BUILDING CATEGORY
WIND EXPOSURE "C"

INTERNAL PRESSURE COEFFICIENT
OPEN: +0.00 OR -0.

RENOVATION NOTE

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STRUCTURAL REVIEW ONLY BY: DONALDSON DESIGN
STRUCTURAL PLANS ONLY PREPARED BY (OR) UNDER THE STRICT SUPERVISION OF JACOB DONALDSON, PROFESSIONAL ENGINEER, ENGINEER IS NOT RESPONSIBLE FOR ANY DIMENSIONAL ERRORS, RETRACES, DRAFTSMANS DISCREPANCIES, NON-STRUCTUREAL, OR ANY STRUCTURAL INFORMATION NOT SHOWN ON THESE PLANS. DONALDSON DESIGN RESERVES THE RIGHT TO REVISE OR UPDATE ANY OF THE ASSESSMENTS, OBSERVATIONS AND/OR RECOMMENDATIONS AS CONDITIONS CHANGE OR ADDITIONAL INFORMATION BECOMES AVAILABLE.

DATE

JANUARY 15, 2026

SQUARE FOOTAGE

NORTH DOCK (PHASE - 2): 815 ft² (BEYOND OHW LINE)
SOUTH DOCK (PHASE - 1): 624 ft² (BEYOND OHW LINE)

SIGN & SEAL

(PLANS ARE PRELIMINARY UNLESS A SEAL IS SHOWN)

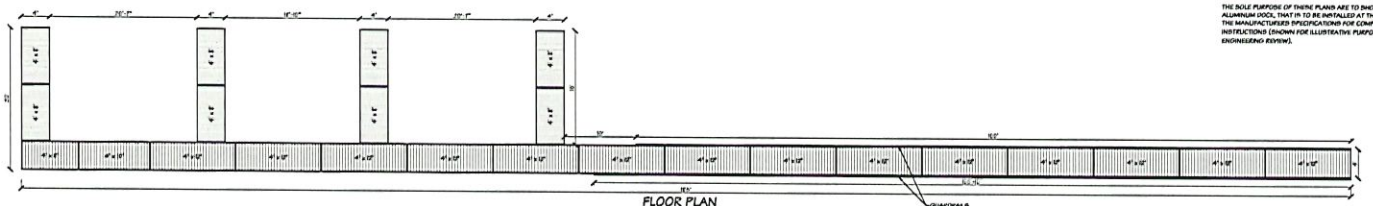
SHEET

(STRUCTURAL REVIEW ONLY) (SEE TITLE SHEET FOR PLANNER - JACOB DONALDSON, PE)

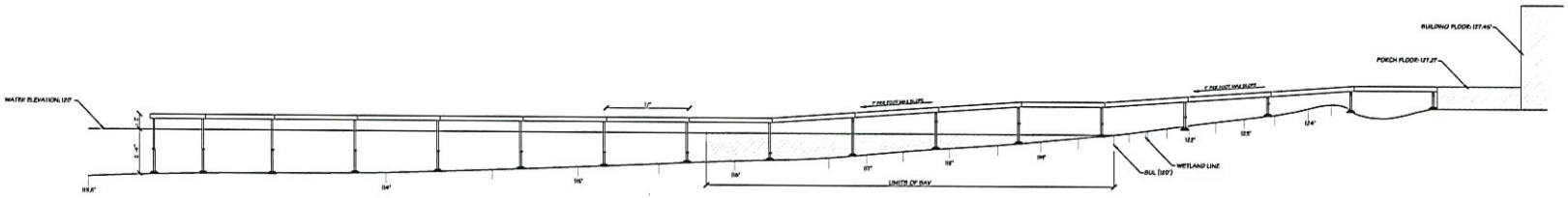
2
OF 5 SHEETS

PROJECT OVERVIEW:

THE SOLE PURPOSE OF THESE PLANS ARE TO SHOW THE LAYOUT OF A NEW PRE-FAB ALUMINUM DOCK, THAT IS TO BE INSTALLED AT THE ADDRESS SHOWN ON THESE PLANS. SEE THE MANUFACTURER SPECIFICATIONS FOR COMPLETE INFORMATION AND ASSEMBLY INSTRUCTIONS (SHOWN FOR ILLUSTRATIVE PURPOSES ONLY; BY OTHERS, NOT PART OF THIS ENGINEERING REVIEW).



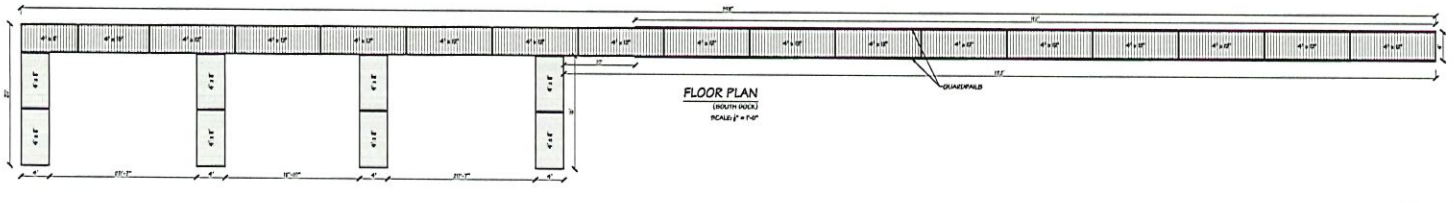
FLOOR PLAN
(NORTH DOCK)
SCALE: 1/8" = 1'-0"



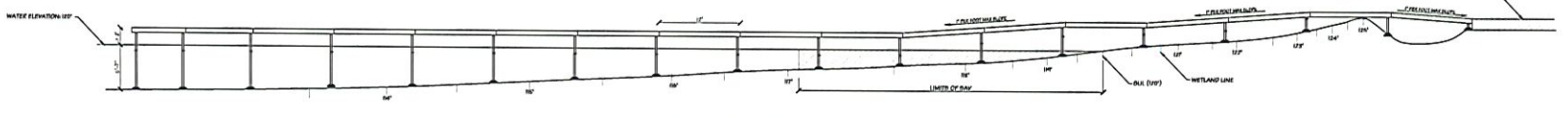
CROSS SECTION
(NORTH DOCK)
SCALE: 1/4" = 1'-0"

NOTE:

REFLECTORS SHALL BE INSTALLED ON DOCKS, AS TO BE VISIBLE TO MARINE TRAFFIC. EACH REFLECTOR SHALL BE INSTALLED AT THE LANDWARD END, AND ELSEWHERE ALONG THE DOCK SPACED NO FURTHER THAN 25' APART.



FLOOR PLAN
(SOUTH DOCK)
SCALE: 1/8" = 1'-0"



CROSS SECTION
(SOUTH DOCK)
SCALE: 1/4" = 1'-0"

ENGINEER OF RECORD

DONALDSONDESIGN

JACOB DONALDSON
PROFESSIONAL ENGINEER
FLORIDA P.E. # 77567
FLORIDA C.O.A. # 30694

(248) 525-4001
6078 Murphy Rd, Parton, FL 33838
donaldsondesign@outlook.com

CLIENT

FLORIDINOS & FREEDOM BOAT CLUB

20660 US HIGHWAY 27
LAKE HAMILTON, FL 33851

CONTRACTOR

STRUCTURAL NOTE

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WIND FACTOR NOTE

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ULTIMATE: 140 MPH ; NOMINAL: 108 MPH
RISK CATEGORY: II
COMMERCIAL BUILDING CATEGORY
WIND EXPOSURE "C"

INTERNAL PRESSURE COEFFICIENT
OPEN: 0.00 (GCpi)

RENOVATION NOTE

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STRUCTURAL REVIEW ONLY BY: DONALDSON DESIGN
STRUCTURAL PLANS ONLY PREPARED BY (DK)
UNDER THE DIRECT SUPERVISION OF JACOB DONALDSON, PROFESSIONAL ENGINEER. ENGINEER IS NOT RESPONSIBLE FOR ANY DIMENSIONAL ERRORS, RETRACTS, DRAFTSMAN'S DISCREPANCIES, NON-STRUCTURAL, OR ANY STRUCTURAL INFORMATION NOT SHOWN ON THESE PLANS. DONALDSON DESIGN RESERVES THE RIGHT TO REVISE OR UPDATE ANY OF THE ASSESSMENTS, OBSERVATIONS AND/OR RECOMMENDATIONS AS CONDITIONS CHANGE OR ADDITIONAL INFORMATION BECOMES AVAILABLE.

DATE

JANUARY 15, 2026

SQUARE FOOTAGE

NORTH DOCK (PHASE - 2): 613 ft² (BEYOND OHW LINE)
SOUTH DOCK (PHASE - 1): 629 ft² (BEYOND OHW LINE)

SIGN & SEAL

(PLANS ARE PRELIMINARY UNLESS A SEAL IS SHOWN)

SHEET

(STRUCTURAL REVIEW ONLY) SHEET OF (PLANS - JACOB DONALDSON, PE)

3
OF 5 SHEETS

Patented Floe Quick Attach dock section specifications.

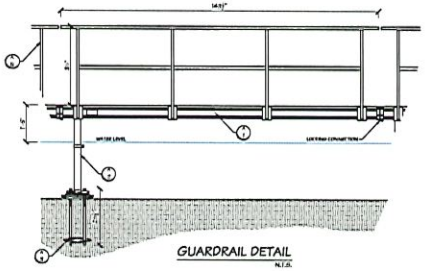
1. Manufactured with corrosion resistant tempered aluminum alloy
   Alloy specifications:
   Density: 2.64 g/cm3, or 164 lb/ft3.
   Young's modulus: 70 GPa, or 10 Msi.
   Ultimate tensile strength: 190 to 270 MPa, or 28 to 39 ksi.
   Yield strength: 120 to 250 MPa, or 17 to 36 ksi.
   Thermal Expansion: 23.5 µm/m-K.
2. Stainless steel/aluminum alloy corrosion resistant fasteners.
3. Dock section section 4 feet
4. Maximum single point load weight rating = 800 pounds PSF
5. Safe occupant load rating = one person per two running feet of dock.
6. Dock support system has Adjustable leg kits to accommodate water depths from 6'-12' inches.
7. Dock surface is serrated Slip resistant powder coated aluminum alloy
8. Patented Quick attach locking system secures individual sections together.
9. 150 MPH wind speed rating when secured with Floe's helical anchor system on each adjustable leg

NOTES:
1) DOCK HEIGHT ABOVE WATER IS TO BE DETERMINED BASED OFF OF HISTORICAL LAKE RECORDS NOT PART OF THIS ENGINEERING REVIEW.

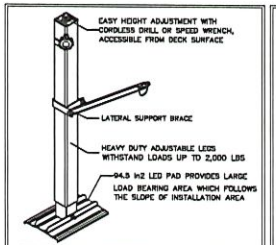
2) THIS STRUCTURE HAS BEEN DESIGNED WITH A 80lb. BEARING PRESSURE OF 2,000 psf; ACTUAL SITE CONDITIONS HAVE NOT BEEN ANALYZED. SOIL CONDITIONS ARE NOT PART OF THIS ENGINEERING REVIEW. ANY UNUSUAL GROUND CONDITIONS, SLOPES OR UNSTABLE SOIL SHALL BE TESTED AND DESIGNED FOR BY OTHERS.

3) DONALDSON DESIGN IS NOT RESPONSIBLE FOR HURRICANE DAMAGE, RISE IN WATER LEVEL OR DAMAGE BY WATERCRAFT OF ANY KIND.

1. NEW PRE-FAB ALUMINUM DOCK SECTIONS TO BE INSTALLED PER THE MANUFACTURERS SPECIFICATIONS - TYPICAL
2. NEW PRE-FAB ADJUSTABLE ALUMINUM LEG WITH BASE PLATE - TYPICAL
3. NEW GROUND ANCHOR - TYPICAL
4. NEW PRE-FAB ALUMINUM GUARDRAIL TO BE INSTALLED PER THE MANUFACTURERS SPECIFICATIONS - TYPICAL (WHERE SHOWN)

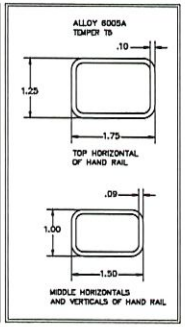


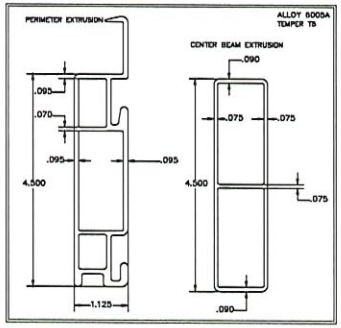
GUARDRAIL DETAIL
N.T.S.

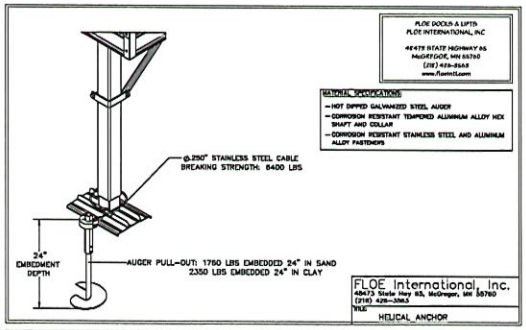


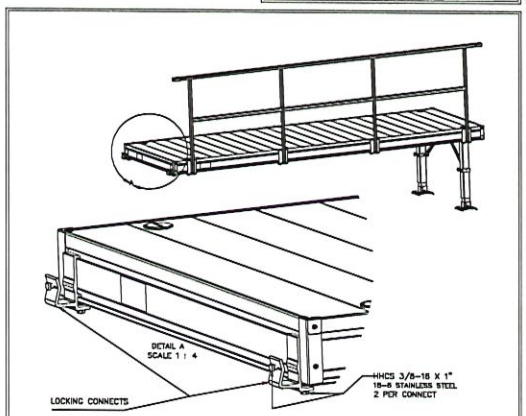
LEG MODEL	WATER DEPTH (WD)†		TRAVEL (in)
	MIN	MAX	
X-SHALLOW	8	22	14
SHALLOW	18	35	20
MEDIUM	28	54	28
DEEP	42	70	28
X-DEEP	61	89	28

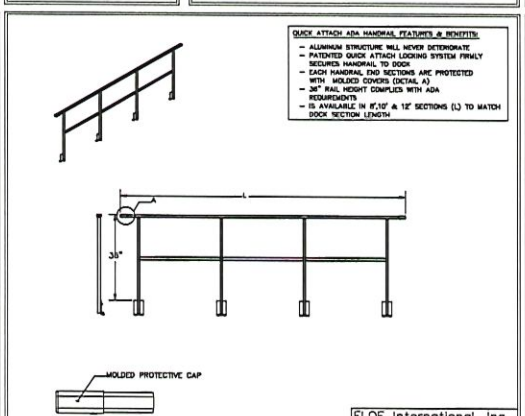
† WATER DEPTH CALCULATED WHEN SURFACE OF DECK IS 1.50" ABOVE WATER

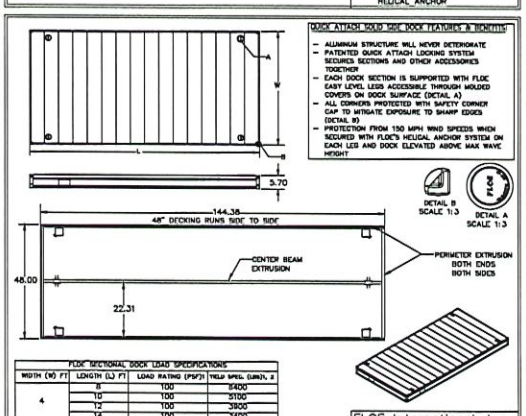












FLOE SECTIONAL DOCK LOAD SPECIFICATIONS

WIDTH (W) FT	LENGTH (L) FT	LOAD RATING (PSF)†	YIELD SPEL (LBS)†, ‡
4	8	100	6400
	10	100	5100
	12	100	3900
	14	100	3400
8	8	100	6200

† YIELD SPEEL EVALUATED BY APPLYING UNIFORM LOAD, IN CENTER OF DOCK, DISTRIBUTED OVER TWO RUNNING FEET OF DOCK LENGTH
‡ YIELD DEFINED AS POINT WHERE STRUCTURE NO LONGER RETURNS TO ORIGINAL SHAPE

FLOE International, Inc.
40473 State Hwy 65, McGregor, MN 55760
(218) 426-3663
TITLE:
DOCK SECTION

ENGINEER OF RECORD

DONALDSONDESIGN

JACOB DONALDSON
PROFESSIONAL ENGINEER
FLORIDA P.E. # 77567
FLORIDA C.G.A. # 38409

(888) 525-9001
6079 Murphy Rd, Pierson, FL 32180
donaldsondesign@outlook.com

CLIENT

FLORINDINO'S & FREEDOM BOAT CLUB

30660 US HIGHWAY 27
LAKE HAMILTON, FL 33851

CONTRACTOR

STRUCTURAL NOTE

THIS NEW STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE 8TH EDITION FLORIDA BUILDING CODE (2023), BUILDING, AND CHAPTERS 26-31 OF THE ASCE 7.

WIND FACTOR NOTE

WIND VELOCITY (3-SECOND GUST)
ULTIMATE: 142 MPH , NOMINAL: 110 MPH
RISK CATEGORY: II
COMMERCIAL BUILDING CATEGORY
WIND EXPOSURE "C"

INTERNAL PRESSURE COEFFICIENT
OPEN: +0.00 GCpi

RENOVATION NOTE

DUE TO THE INHERENT NATURE OF EXISTING BUILDINGS, THE DRAFTSMAN/DESIGNER CANNOT DETERMINE EXACT CONSTRUCTION DIMENSIONS WITHOUT REMOVING OR DEMOLISHING THE EXISTING STRUCTURE AND/OR SURFACES. THEREFORE, IT IS THE SOLE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION, AND FABRICATION OF ALL COMPONENTS. IMMEDIATELY CONTACT THE ENGINEER OF RECORD IF DISCREPANCIES ARE FOUND BETWEEN THESE DRAWINGS AND ACTUAL SITE CONDITIONS, AND ADD AS REQUIRED PER THESE PLANS.

GENERAL NOTE

THESE DOCUMENTS AND THEIR CONTENTS ARE THE PROPERTY OF DONALDSON DESIGN AND ARE EMPLOYED ONLY FOR THE SPECIFIC PROJECT NOTED ON THIS DRAWING. ANY REPRODUCTION, REVISION, OR MODIFICATIONS OF THESE DOCUMENTS WITHOUT THE EXPRESSED WRITTEN CONSENT OF DONALDSON DESIGN IS PROHIBITED.

STANDARD NOTE

WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THESE PLANS TO AVOID MISTAKES, THE DESIGNER CANNOT GUARANTEE AGAINST HUMAN ERROR. THE CONTRACTOR/OWNER IS ULTIMATELY RESPONSIBLE TO VERIFY ALL DIMENSIONS, SETBACKS, CONDITIONS AND OTHER DETAILS ON THE PLANS AND NOTIFY THE DESIGNER OF ANY ERRORS OR OMISSIONS BEFORE COMMENCING CONSTRUCTION.

STRUCTURAL REVIEW ONLY BY: DONALDSON DESIGN
STRUCTURAL PLANS ONLY PREPARED BY (OR) UNDER THE DIRECT SUPERVISION OF JACOB DONALDSON, PROFESSIONAL ENGINEER. ENGINEER IS NOT RESPONSIBLE FOR ANY DIMENSIONAL ERRORS, SETBACKS, DRAFTSMAN'S DISCREPANCIES, NON-STRUCTURAL, OR ANY STRUCTURAL INFORMATION NOT SHOWN ON THESE PLANS. DONALDSON DESIGN RESERVES THE RIGHT TO REVISE OR UPDATE ANY OF THE ASSESSMENTS, OBSERVATIONS AND/OR RECOMMENDATIONS AS CONDITIONS CHANGE OR ADDITIONAL INFORMATION BECOMES AVAILABLE.

DATE

JANUARY 16, 2026

SQUARE FOOTAGE

NORTH DOCK (PHASE - 2): 815 ft² (BEYOND OHW LINE)
SOUTH DOCK (PHASE - 1): 624 ft² (BEYOND OHW LINE)

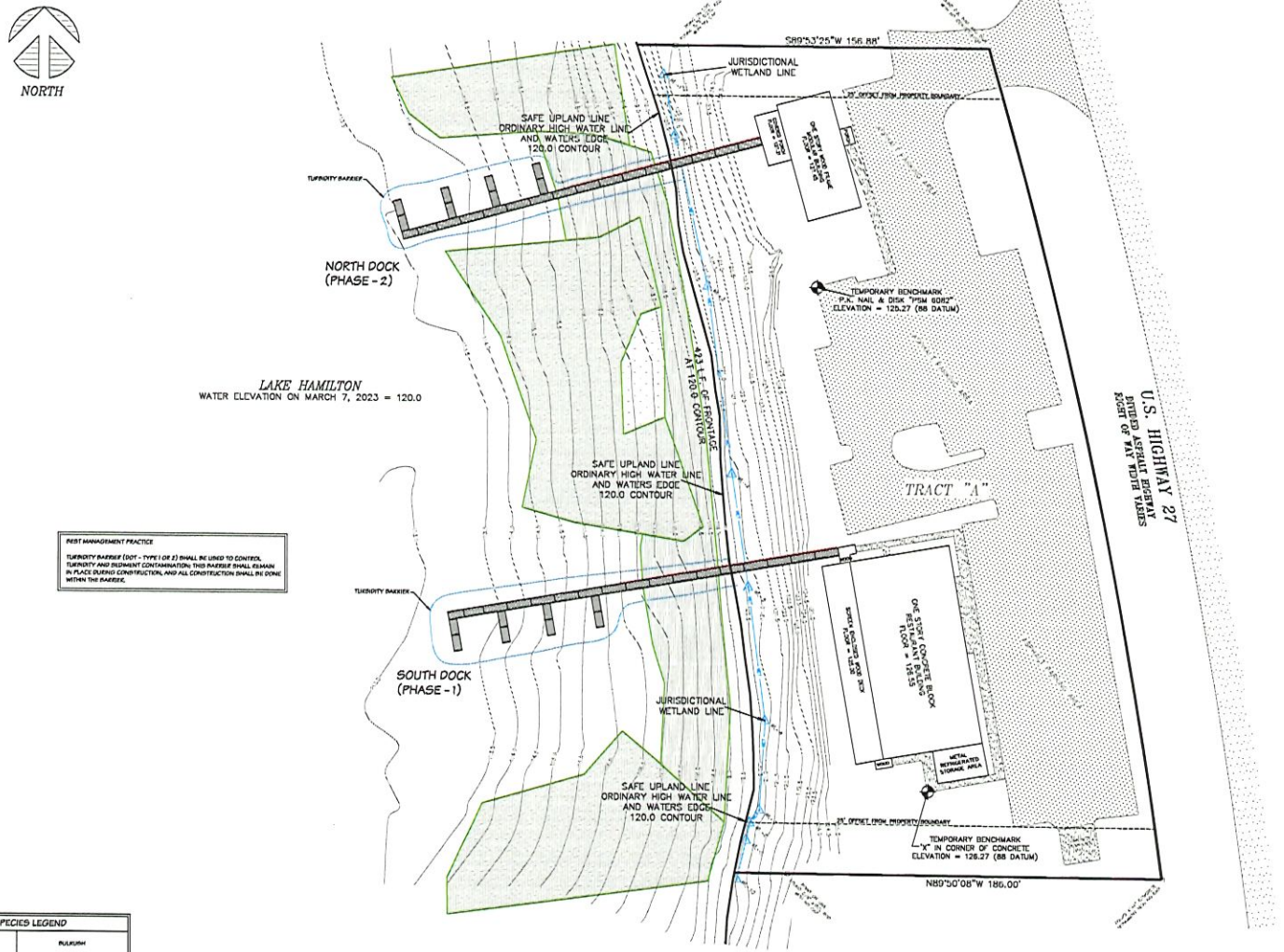
SIGN & SEAL

(PLANS ARE PRELIMINARY UNLESS A SEAL IS SHOWN)

SHEET

(STRUCTURAL REVIEW ONLY) SHEET NUMBER - JACOB DONALDSON, PE

4
OF 5 SHEETS



ENGINEER OF RECORD

DONALDSONDESIGN
JACOB DONALDSON
PROFESSIONAL ENGINEER
FLORIDA P.E. # 77567
FLORIDA C.O.A. # 30604
(863) 626-4001
6078 Murphy Rd, Bartow, FL 33830
donaldsondesign@outlook.com

CLIENT

FLORIDINOS & FREEDOM BOAT CLUB
3060 US HIGHWAY 27
LAKE HAMILTON, FL 33851

CONTRACTOR

STRUCTURAL NOTE

THIS NEW STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE 8TH EDITION FLORIDA BUILDING CODE (2023) BUILDING, AND CHAPTERS 26-31 OF THE ASCE 7.

WIND FACTOR NOTE

WIND VELOCITY (3-SECOND GUST)
ULTIMATE: 140 MPH, NOMINAL: 108 MPH
RISK CATEGORY: 2
COMMERCIAL BUILDING CATEGORY
WIND EXPOSURE "C"
INTERNAL PRESSURE COEFFICIENT
OPEN: +0.00 OR -0.

RENOVATION NOTE

DUE TO THE INHERENT NATURE OF EXISTING BUILDINGS, THE DRAFTSMAN/ENGINEER CANNOT DETERMINE EXACT CONSTRUCTION/DIMENSIONS WITHOUT REMOVING OR DEMOLISHING THE EXISTING STRUCTURE AND/OR SURFACES. THEREFORE, IT IS THE SOLE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION, AND FABRICATION OF ALL COMPONENTS. IMMEDIATELY CONTACT THE ENGINEER OF RECORD IF DISCREPANCIES ARE FOUND BETWEEN THESE DRAWINGS AND ACTUAL SITE CONDITIONS, AND ADD AN REQUIRED PER THESE PLANS.

GENERAL NOTE

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STANDARD NOTE

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STRUCTURAL REVIEW ONLY: MR. DONALDSON DESIGN STRUCTURAL PLANS ONLY PREPARED BY (OR) UNDER THE STRICT SUPERVISION OF JACOB DONALDSON, PROFESSIONAL ENGINEER. ENGINEER IS NOT RESPONSIBLE FOR ANY DIMENSIONAL ERRORS, SETBACKS, DRAFTSMAN'S DISCREPANCIES, NON-STRUCTURAL, OR ANY STRUCTURAL INFORMATION NOT SHOWN ON THESE PLANS. DONALDSON DESIGN RESERVES THE RIGHT TO REVISE OR UPDATE ANY OF THE ASSESSMENTS, OBSERVATIONS AND/OR RECOMMENDATIONS AS CONDITIONS CHANGE OR ADDITIONAL INFORMATION BECOMES AVAILABLE.

DATE

JANUARY 15, 2026

SQUARE FOOTAGE

NORTH DOCK (PHASE - 2): 815 ft² (BEYOND OHW LINE)
SOUTH DOCK (PHASE - 1): 624 ft² (BEYOND OHW LINE)

SIGN & SEAL

(SIGNED AND SEALED PRINT (HARD COPY) SHEET)

SHEET

(STRUCTURAL REVIEW ONLY) (1 OF PLANS - JACOB DONALDSON, PE)

5
OF 5 SHEETS

FLORIDA DEPARTMENT OF Environmental Protection

Southwest District Office
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

July 3, 2024

Millenium Property Holdings LLC
% Michael Floridino
30650 US Highway 27
Lake Hamilton, Florida 33851
Mfloridino1958@gmail.com

Dear Michael Floridino:

Enclosed is the Environmental Resource Permit, DEP Project No. 53-0435007-002-EI, issued pursuant to Part IV of Chapter 373, Florida Statutes, and Title 62, Florida Administrative Code.

Appeal rights for you and for any affected third party are described in the text of the permit along with conditions that must be met when authorized activities are undertaken.

You, as the applicant, are responsible for all aspects of permit compliance. You should therefore review this permit document carefully to ensure compliance with the general conditions and specific conditions contained herein.

Please be aware of permit General Condition number 4, which states, "At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice"."

If you have any questions about this document, please contact me at Makayla.Parnell@FloridaDEP.gov or (813) 470-5946. Thank you for your participation in the permit process and in managing the natural resources of the State of Florida.

Sincerely,

Makayla Parnell
Environmental Specialist III
Permitting and Waste Cleanup Program

cc: ERP Permitting, Southwest District, sw_erp@floridadep.gov
Makayla Parnell, Southwest District, Makayla.Parnell@FloridaDEP.gov
Darla Miller, Modica & Associates, Inc., darlam@modica.cc
U.S. Army Corps of Engineers, tampareg@usace.army.mil

Enclosure: Environmental Resource Permit with Attachments (32 pages)

FLORIDA DEPARTMENT OF
Environmental Protection

Southwest District Office
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Consolidated Environmental Resource Permit and Recommended Intent to Grant Sovereignty Submerged Lands Authorization

Permittee: Millenium Property Holdings, LLC
Permit No: 53-0435007-002-EI

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 30650 US Highway 27 South, Lake Hamilton, Florida 33851, in Section 17, Township 28 South, Range 27 East in Polk County, at approximately Latitude 28.05185088 x Longitude -81.63495092, and Latitude 28.05131276 x Longitude -81.63487568.

PROJECT DESCRIPTION

The permittee is authorized to construct two docks, including a public multi-slip dock and a commercial multi-slip dock within Lake Hamilton, a Class III Florida Waterbody. These activities include the construction and use of a 1,048 square foot public multi-slip dock, with 829 square feet of dock beyond the ordinary high-water line, containing 11 temporary day-use mooring slips, and 4,500 square feet of preemption of state-owned sovereignty submerged lands. This also includes the construction and use of a 1,000 square foot commercial multi-slip dock, with 813 square feet of dock beyond the ordinary high-water line, containing 11 permanent mooring slips, and 5,485 square feet of preemption of state-owned sovereignty submerged lands.

Authorized activities are depicted on the attached exhibits.

Direct impacts to approximately 0.01 acres of submerged aquatic vegetation, secondary impacts of shading to approximately 0.008 acres of submerged aquatic vegetation, and secondary impacts of shading to approximately 0.001 acres of wetland fringe have been reviewed and considered to have minimal effect; therefore, no mitigation is required by the department.

AUTHORIZATIONS

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees under Sections 253.002, F.S., the Department has determined that the activity

qualifies for and requires a lease, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

The final documents required to execute the lease will be sent to the permittee by the Department's Division of State Lands for execution. The Department intends to issue the lease upon satisfactory execution of those documents, including payment of required fees and compliance with the conditions in the attached permit. **You may not begin construction of the activities described until you receive a copy of the executed lease from the Department.**

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using the Application for Department of the Army Permit (ENG 4345) or alternative as allowed by Corps regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook:

(https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/).
Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Water Quality Certification Granted

This permit also constitutes a *grant* of water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. Section 1341. Pursuant to Rule 62-330.062, F.A.C. issuance of the individual or conceptual approval permit under this chapter shall constitute certification of compliance with water quality standards.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT/SOVEREIGNTY SUBMERGED LANDS CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS

1. Submittals required herein (e.g., progress reports, as-built drawings, etc.) shall include the permittee's name and permit number 53-0435007-002-EI and shall be directed by e-mail to SW_ERP_CAP@floridadep.gov with a subject line of "Compliance: permit number 53-0435007-002-EI", or by mail to:

   Department of Environmental Protection
   Southwest District
   ATTN: ERP Compliance Assurance
   13051 North Telecom Parkway, Suite 101
   Temple Terrace, FL 33637-0926

2. The structure/work authorized by this permit shall not be placed/conducted on any property, other than that owned by the permittee, without the prior written approval of that property owner.

3. In the event the permittee files for bankruptcy prior to completion of work permitted and required by this permit, the permittee must notify the Department within 30 days of filing. The notification shall identify the bankruptcy court and case number and shall include a copy of the bankruptcy petition.

4. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION

5. Best management practices for erosion control shall be implemented prior to construction commencement and shall be maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards (>29 NTU's above

background, pursuant to Rule 62-302, F.A.C. Methods may include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, staged construction and the installation of turbidity screens around the immediate project site. Erosion control methods shall be implemented as depicted in Sheet 5 of the attached permit drawings.

6. The terms, conditions, and provisions of the required lease shall be met. Construction of this activity shall not commence on sovereign submerged lands, title to which is held by the Board of Trustees of the Internal Improvement Trust Fund, until all required lease (BOT No: 530367793) have been executed to the satisfaction of the Department.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

7. Wetland areas or waterbodies that are outside the specific limits of construction authorized by this permit, must be protected from erosion, sedimentation, siltation, scouring, excess turbidity, and/or dewatering. There shall be no discharge in violation of the water quality standards in Chapter 62-302, F.A.C. Turbidity/erosion controls shall be installed prior to clearing, excavation or placement of fill material, shall be maintained until construction is completed, disturbed areas are stabilized, and turbidity levels have fallen to less than 29 NTU's above background. The turbidity and erosion control devices shall be removed within 14 days once these conditions are met.

8. Areas of exposed soils shall be isolated from wetlands or other surface waters to prevent erosion and deposition of these soils into wetlands or other surface waters during construction and operation of permitted activities.

9. Side slopes, exposed, and/or disturbed land surfaces shall be stabilized with sod, seed or mulch within 48 hours following completion of final grades at the project site to prevent erosion, sedimentation, siltation or scouring.

10. The permittee shall be responsible for ensuring erosion control devices/procedures are inspected and maintained daily during all phases of construction authorized by this permit until areas disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.

11. A floating turbidity apron/curtain shall be installed around the waterward boundary of the construction area prior to construction and shall remain in place until construction is complete and turbidity levels within the work area have returned to background levels.

12. The following measures shall be taken immediately by the permittee when turbidity levels within waters of the State surrounding the project site violate state water quality standards:

    a. Immediately cease work contributing to the water quality violation.

    b. Stabilize exposed soils contributing to the violation. Modify the work procedures responsible for the violation, install additional turbidity containment devices and repair non-functioning turbidity containment devices.

c. Notify the Department within 24 hours of the time the violation is first detected.

13. This permit does not authorize the construction of additional structures not illustrated on the permit drawings. Examples of additional structures that are not authorized by this permit include but are not limited to: walkways, doors, awnings, and decking around or under the bottom of the pile supported structures. Storage of equipment, pesticides, herbicides, construction material, trash receptacles, or part of a septic tank system beneath the pile-supported structure is prohibited.

14. Watercraft associated with the construction of the permitted structure shall operate within waters of sufficient depth to preclude bottom scouring/prop dredging. There shall be a minimum 12-inch clearance between the deepest draft of the vessel (with the motor in the down position) and the top of submerged resources as measured at ordinary low water.

15. Handrails shall be installed along the access walkway concurrently with dock construction. Handrails shall be constructed as shown on Sheets 1, 3, and 4 of the attached permit drawings to eliminate access by boaters and shall be maintained for the life of the facility.

16. Mooring is not authorized along the access walkway. In order to ensure compliance with this condition, "No Mooring" signs shall be posted in such a manner as to be clearly visible by boaters using the facility.

17. This permit does not authorize the installation of water, sewer, cable or utility lines within wetlands or waterbodies.

18. Unauthorized impacts to wetlands or submerged aquatic vegetation as a result of the authorized construction shall be reported to the Department within 24 hours.

19. Storage or stockpiling of tools and materials (i.e., lumber, pilings, debris) within wetlands or other surface waters is prohibited.

SPECIFIC CONDITIONS FOR OTHER LISTED SPECIES

20. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or permittee associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, Florida Fish and Wildlife Conservation Commission (FWC) staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to ConservationPlanningServices@MyFWC.com.

21. If new information (e.g. listing of new species, new critical habitat, etc.) shows that the magnitude of impacts to federally listed species has the potential for adverse effects, the U.S. Fish and Wildlife Service (USFWS) will notify the Department. The Department will

initiate coordination with the permittee and with the USFWS to determine what adverse impacts are likely and if additional minimization measures, reporting, or monitoring are required in order to be consistent with the Endangered Species Act, as deemed necessary by USFWS.

22. The Permittee shall report any injured, sick, or dead federally or state listed animal(s) discovered onsite to the Florida Fish and Wildlife Conservation Commission Wildlife Alert number at 888-404-FWCC (3922).

23. The bald eagle has been removed from state and federal listing but is still governed by the state bald eagle rule (68A-16.002 F.A.C.) and the federal Bald and Golden Eagle Protection Act. No activities shall occur within a 660-foot buffer distance from an eagle nest. If activities within a 660-foot buffer distance from an eagle nest cannot be avoided, the Permittee shall follow the USFWS Eagle Management Guidelines (https://www.fws.gov/southeast/our-services/permits/eagles/#southeast-region-bald-eagle-monitoring-guidelines-section). If the protective measures in the referenced guidance cannot be followed, no activities shall occur unless, and until, an eagle permit is issued by USFWS. Applications and information about federal eagle permits are available online (https://www.fws.gov/southeast/our-services/permits/eagles/#southeast-region-bald-eagle-and-golden-eagle-permitting-section) or by contacting the regional USFWS Migratory Bird Office directly at (404) 679- 7070 or permitsR4MB@fws.gov.

SPECIFIC CONDITIONS – CONSTRUCTION COMPLETION

The permittee shall comply with the following conditions prior to the transfer to operation phase of the facility. All documentation required below shall be included with the permittee's request to transfer the project to the operation phase [Form No. 62-330.310(2), F.A.C.].

24. Within 30 days after completion of construction of the permitted or authorized activity, and prior to transfer to operation, the permittee/lessee shall submit an as-built survey signed, sealed and dated by a Florida licensed Surveyor and Mapper in accordance with Chapter 61G17-7, Florida Administrative Code. The survey shall depict the boundaries of the lease, including the entire preempted area and shall show the size and dimensions of all existing overwater structures and activities, including mooring pilings, located within the lease area. The survey shall contain a statement that all of the depicted structures and activities occur within the lease boundary, if applicable. If the surveyor observes that structures or activities are occurring outside of the lease area, the surveyor shall document the condition in the statement and note the deviations on the survey. Constructed deviations may require a permit or lease modification.

25. The permittee shall submit one set of signed, dated and sealed as-built drawings to the Department via email at SW_ERP@dep.state.fl.us for review and approval within 30 days of completion of construction. (Please contact the Department for files that are too large to email for alternative means of submitting electronically.) The as-built drawings shall be based on the Department permitted construction drawings and any pertinent specific conditions, which should be revised to reflect changes made during construction. Both the original design and constructed elevations must be clearly shown. The plans must be clearly

labeled as "as-built" or "record" drawings. Surveyed dimensions and elevations required shall be verified and signed, dated and sealed by a Florida registered professional. *As-builts shall be submitted to the Department regardless of whether or not deviations are present. In addition, the permittee shall submit the "As-Built Certification and Request for Conversion to Operation Phase" form (Ch. 62-330.310(1), F.A.C.); as required in General Condition #6.*

The following information shall be verified on the as-built drawings from the engineering drawings signed and sealed by Jacob Donaldson, PE No. 77557, on October 16, 2023:

Plan View/ Cross Section Name	Drawing Number
Dock Map	Sheet 1
Cross Section	Sheet 3

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

26. The waterward end of the dock shall be marked with a sufficient number of reflectors (not red or green) so as to be visible from the water at night by reflected light. The reflective markers shall be maintained for the life of the facility.

27. The docking facilities are each limited to the mooring of 11 vessels with the slips defined on Sheet 1 of the attached permit drawings.

28. There shall be a minimum 12-inch clearance between the deepest draft of the vessel (with the motor in the down position) and the top of submerged resources for all vessels associated with the use of the docking facility as measured at ordinary low water.

29. Fish cleaning stations shall not be allowed on structures over the water unless sufficient measures are in place (i.e., signage, sink screens, waste receptacles, etc.) to ensure that overboard discharges of trash and/or animal waste do not occur at the dock. The permittee shall submit a plan for Department review and approval prior to installation of any fish cleaning stations.

30. The handrails and no mooring signs required in Specific Conditions 15 & 16 shall be maintained for the life of the facility.

31. Boat maintenance or repair activities that require the removal of a vessel from the water, or removal of major portions of the vessel, including the engine, for purposes of routine repair or maintenance on site are prohibited over water at the facility, except where such activities are necessitated by emergency conditions which have resulted in or can result in the sinking of a vessel. Specifically prohibited shall be hull scraping, stripping, sanding, painting, recoating, and other maintenance or repair activities that may result in degradation of water quality from discharges or release of potential contaminants into waters of the state.

32. The slips shall not be occupied by liveaboards. A liveaboard is defined as a vessel docked at a facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within any thirty (30) day period.

33. Only temporary daytime mooring shall be allowed at the southern public multi-slip dock. Permanent mooring is strictly prohibited at the southern public multi-slip dock. In order to ensure compliance with this condition, the permittee shall install signs reading "No Overnight Mooring", at each mooring location on the southern public multi-slip dock.

34. Fueling facilities are authorized for the northern commercial multi-slip dock. Fueling shall occur via the use of portable wheeled fuel tanks and shall be operated by certified marina staff. The fuel spill contingency plan is included as an attachment and shall govern the operation of the fueling facilities and the procedures to be followed in the event of a spill.

35. The recommended fuel spill response equipment referenced in the attached document shall be stored at the site throughout the life of the facility. The fuel spill response equipment shall be maintained in working condition and replaced as necessary for the life of the facility. The dockmaster shall be trained in the use and deployment of the equipment and shall be responsible for marina staff receiving training in the use and deployment of fuel spill equipment. The fuel spill contingency plan and requirements for its implementation shall be adhered to for the life of the facility.

36. Fueling facilities are prohibited for the southern public multi-slip dock.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of

Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
   b. For all other activities – "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
   b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in chapter 62-330, F.A.C.;
   b. Convey to the permittee or create in the permittee any interest in real property;
   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
    a. Immediately if any previously submitted information is discovered to be inaccurate; and
    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the

above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. In addition to those general conditions in subsection (1), above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the

Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation
Mediation is not available in this proceeding.

FLAWAC Review
The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review
Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Shannon Herbon
Program Administrator
Permitting and Waste Cleanup Program
Southwest District

Attachments:
Project Drawings and Design Specs., 5 pages
Marina Fuel Spill Mitigation Practices, 3 pages
Construction Commencement Notice/Form 62-330.350(1), 1 page
As-Built Certification and Request for Conversion to Operation Phase/Form 62-330.310(1), 3 pages
Operation and Maintenance Inspection Certification/Form 62-330.311(1), 2 pages
Request for Transfer of Permit to the Perpetual Operation Entity/Form 62-330.310(2), 1 page

Request to Transfer Permit/Form 62-330.340(1), 2 pages

Copies furnished to:
ERP Permitting, Southwest District, sw_erp@floridadep.gov
Makayla Parnell, Southwest District, Makayla.Parnell@FloridaDEP.gov
Darla Miller, Modica & Associates, Inc., darlam@modica.cc
U.S. Army Corps of Engineers, tampareg@usace.army.mil

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit, including all copies, were mailed before the close of business on **July 3, 2024**, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk — July 3, 2024
Date

10.E

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Patrick Henry, Public Services Director

AGENDA ITEM: Mutual Termination Agreement for Terminating Wastewater Services with the Town of Dundee.

DATE: April 14, 2026

SUMMARY & RECOMMENDATION: Staff is requesting Council to execute a Mutual Termination Agreement with the Town of Dundee to terminate (Phase 1 (2017) US 27 Wastewater System Improvement Project Agreement) due to the US 27 Pump Station project having being completed and operational. Since the inception of the Town's first Wastewater Treatment Facility becoming operational in 2023, it has been the Town's intent to no longer rely on the Town of Dundee to process wastewater from the US 27 Lift Station and now Sewage has been redirected to Town's new facility for processing.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: The termination of this contract will end wastewater services with the Town of Dundee.

RECOMMENDATION:

ATTACHMENT(S):
(Supporting Documentation) Agreement with Dundee for WW Services
(Action Item) Draft Termination Agreememt- Lake Ham Dundee Sewer Final.pdf

TOWN OF DUNDEE - TOWN OF LAKE HAMILTON
PHASE 1 U.S. 27 WASTEWATER SYSTEM IMPROVEMENT
PROJECT AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of JULY, 2017, by and between the TOWN OF LAKE HAMILTON, a Florida municipal corporation (hereinafter "LAKE HAMILTON") and the TOWN OF DUNDEE, a Florida municipal corporation (hereinafter "DUNDEE").

RECITALS

Whereas, DUNDEE owns and operates a wastewater system located in Polk County, Florida (hereinafter "Dundee Wastewater System") that currently has available wastewater treatment capacity; and

Whereas, LAKE HAMILTON does not have a wastewater system and wishes to connect to and extend the Dundee Wastewater System in order to serve customers within its Corporate Limits; and

Whereas, DUNDEE and LAKE HAMILTON executed a Memorandum of Agreement dated July 29, 2008 to "work cooperatively to explore the extension, development, financing and the general provision of wastewater collection and conveyance services along the U.S. Highway 27 Corridor through both communities" and reaffirmed their agreement in a Memorandum of Understanding and Mutual Support dated March 3, 2015; and

Whereas, LAKE HAMILTON contracted with Envisors, LLC for the design of the extension of the Dundee Wastewater System and paid a fee of $97,690 to Envisors, LLC in order to make the project "shovel ready"; and

Whereas, LAKE HAMILTON and DUNDEE covenant and agree that they have the power and authority to enter into this Agreement and bind their respective governmental entities to the provisions of this Agreement.

Accordingly, in consideration of the Recitals, covenants, agreements and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties covenant and agree as follows:

SECTION 1: RECITALS - The above Recitals are true and correct, and form a material part of this Agreement upon which the parties have relied.

SECTION 2: DEFINITIONS - The parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context indicates otherwise:

2.1 "Agreement" means this Town of Dundee - Town of Lake Hamilton Phase 1 U.S. 27 Wastewater System Improvement Project Agreement as it may from time to time be modified.

2.2 "Collection Facilities" means the lines, pipes, meters and appurtenant equipment owned by DUNDEE and LAKE HAMILTON to collect sewage and to transmit same to DUNDEE treatment facilities.

2.3 "Dundee Wastewater System" means the collection and transmission facilities and Dundee's treatment facilities in which sewage is received, collected, transmitted, treated, detailed, and disposed of in accordance with applicable permits, rules, regulations, ordinances, and laws.

2.4 "Sewage" or "Wastewater" means water carrying wastes from business uses, institutions, industrial establishments and residential customers, but does not mean or include hazardous or toxic wastes.

2.5 "Transmission Facilities" means those lift stations, including but not limited to master lift stations, lines, pipes, force mains, pumps, meters and appurtenant equipment used by DUNDEE and LAKE HAMILTON to transmit wastewater from the point of connection to the headworks of treatment facilities.

2.6 "Impact Fees" means those fees established by DUNDEE for the cost of providing the capacity in the Dundee Wastewater System to serve new development and/or development new to the system, which fees are collected by either DUNDEE or LAKE HAMILTON or both, in accordance with this Agreement and applicable ordinances and laws.

SECTION 3: PROJECT BACKGROUND – The Dundee Wastewater System has excess treatment capacity and currently does not serve business properties with frontage on U.S. Highway 27 between Frederick Avenue and its northern municipal limits, a distance of approximately two thousand seven-hundred (2,700') feet. LAKE HAMILTON does not have a wastewater system serving any part of LAKE HAMILTON, but found that businesses located on U.S. Highway 27 that are located within the municipal limits of LAKE HAMILTON were experiencing recurring maintenance and a high incidence of septic system failures due to poor soils and high water table. Because of these problems, LAKE HAMILTON qualified and began applying for grants and loans in 2013 from the Florida Department of Environmental Protection (FDEP).

After receiving approval of the grant and loan detailed in the following SECTION 4, DUNDEE and LAKE HAMILTON are cooperatively extending and improving the Dundee Wastewater System in order for it to serve largely existing businesses that have frontage on U.S. Highway 27 in both DUNDEE and LAKE HAMILTON.

SECTION 4: FUNDING – LAKE HAMILTON applied for and secured approval of a grant and loan from the FDEP, Clean Water, State Revolving Fund (SRF) in the amount of $1,451,509 to fund the Phase 1 U.S. 27 Wastewater System Improvements Project. The funding is an eighty percent (80%) grant in the amount of $1,161,208 and a loan of twenty percent (20%) in the amount of $290,302.00, plus a Loan Service Fee of 2% and Capitalized Interest for a total of $319,532.00.

SECTION 5: FINANCIAL OBLIGATIONS – Upon, or before, the execution of this Agreement, DUNDEE and LAKE HAMILTON shall establish and fully fund a Loan Repayment Reserve Account in the amount of $319,532.00. DUNDEE will deposit $159,766.00 from legally available unrestricted cash reserves on hand in its General Fund and LAKE HAMILTON will deposit $159,766.00 from legally available unrestricted cash reserves on hand in its General Fund to the aforementioned Reserve Account. LAKE HAMILTON will be solely responsible

for the SRF Loan set forth in Section 4 of this Agreement, but DUNDEE agrees to assist in funding said reserve fund as set forth in this Section. Provided further that DUNDEE shall receive copies of statements and any and all related documents either from the financial institution where the aforementioned Reserve Account is established and/or from LAKE HAMILTON and its agents so as to enable DUNDEE to confirm that the monies from that account are spent properly and in accordance with the purposes for which the Reserve Account has been funded and established and meet any audit requirements determined necessary by DUNDEE.

SECTION 6: CONNECTION TO TRANSMISSION FACILITIES – LAKE HAMILTON has conducted a bid process and awarded, with the approval of FDEP – SRF, the Phase 1 U.S. 27 Wastewater System Improvements Project to Tri-Sure Corporation of Auburndale, Florida, a licensed underground utilities contractor. LAKE HAMILTON has contracted with Tri-Sure Corporation to construct the project and with Envisors, LLC to provide construction engineering and inspections, and shall be responsible for all payments and final acceptance of the project.

Notwithstanding anything contained herein to the contrary, this Agreement is contingent upon the construction and extension of DUNDEE's wastewater collection system north from the intersection of Frederick Avenue in DUNDEE and U.S. Highway 27 along the east side of U.S. 27 approximately two thousand seven hundred (2,700) feet to the common municipal limits of DUNDEE and LAKE HAMILTON, then under and across the highway to the west side and thence north approximately four thousand five hundred (4,500) feet to a point approximately two hundred (200) feet north of the north property line of Sample Park in LAKE HAMILTON, last serving Polk County Appraiser's Parcel ID No. 272817829000000212. The project is depicted on the map attached to and incorporated in this Agreement as Exhibit "A".

Upon connection of the collection facilities in LAKE HAMILTON to DUNDEE's transmission facilities, any customers who will connect to the collection facilities that are located within the municipal limits of LAKE HAMILTON shall be LAKE HAMILTON's customers and shall pay LAKE HAMILTON's rates, fees, charges and deposits for such wastewater service, which shall

be consistent with the rates set by DUNDEE. LAKE HAMILTON shall be the party responsible for determining all terms of service with its customers, including but not limited to discontinuing services to customers provided for hereunder if customers fail to pay bills for service.

SECTION 7: OPERATION AND MAINTENANCE OF FACILITIES: – LAKE HAMILTON shall be responsible for operation and maintenance of collection and transmission facilities and any and all costs and expenses associated therewith within the municipal limits of LAKE HAMILTON to the outlet side of the meter detailed in SECTION 9 below. DUNDEE shall be responsible for the operation and maintenance of collection and transmission facilities and any and all costs and expenses associated therewith within the municipal limits of DUNDEE to the connection to the existing force main on Frederick Avenue and the wastewater system beyond. DUNDEE reserves the right to inspect and consult with LAKE HAMILTON on the collection and transmission facilities located within the municipal limits of LAKE HAMILTON. For the purpose of making such inspections, DUNDEE shall have the right to enter the service area and municipal limits of LAKE HAMILTON as may be required under ordinary or necessary circumstances, after having called the LAKE HAMILTON Public Works Director to give him the opportunity to accompany DUNDEE personnel on the inspection. Liability insurance to adequately protect each other shall be as stated in the Memorandum of Understanding and Mutual Support dated March 3, 2015.

SECTION 8: IMPACT FEES – Currently, DUNDEE charges a wastewater impact fee of $4,793.67 for new commercial wastewater customers outside the municipal limits of DUNDEE. During the term of this Agreement, DUNDEE and LAKE HAMILTON will equally share (50/50) the prevailing DUNDEE commercial wastewater impact fee for new commercial wastewater customers within the municipal limits of LAKE HAMILTON. However, the thirty-two (32) businesses in LAKE HAMILTON that are the basis for the approval of the clean water SRF grant loan will only be charged and required to pay one-half of the DUNDEE wastewater impact fee amount (the "Discounted Impact Fee") provided that they connect to the Dundee Wastewater System within twenty-four (24) months of completion and activation of the extension contemplated herein. For said thirty-two (32) businesses only, LAKE HAMILTON

shall collect and retain the Discounted Impact Fee and DUNDEE waives any and all claims to the remainder thereof. The Discounted Impact Fee shall not apply to any of the said thirty-two (32) business that fail to connect to the Dundee Wastewater System within twenty-four (24) months of completion and activation of the extension contemplated herein. For all other new commercial wastewater customers located within the municipal limits of LAKE HAMILTON that hook up to the Dundee Wastewater System, LAKE HAMILTON shall collect 100% of the DUNDEE wastewater impact fee and within thirty (30) days of collection remit 50% of said impact fee to DUNDEE. The parties further agree that at least every five (5) years or sooner, if determined necessary and desirable by either LAKE HAMILTON or DUNDEE, they will first independently and then mutually review and audit the financial assumptions that this Agreement is founded upon and make whatever adjustments and modifications as they may deem necessary to ensure the fair and equal standing of the parties, and that the best interests of the customers and citizens of each community are advanced and protected. Any costs and expenses for such reviews and audits shall be borne by the party seeking same.

DUNDEE has obtained a written consent certificate from the United States Of America Acting Through the USDA, Rural Development, Rural Utilities Service, (USDA) the current bondholder of debt issued by DUNDEE and secured by a pledge of the net revenues of the DUNDEE Water and Wastewater System including but not limited to water and wastewater impact fees collected from new commercial customers who hook up to the Dundee Water and Wastewater System that USDA consents to the waiver of DUNDEE of wastewater impact fees on new commercial customers outside of the municipal limits of DUNDEE. A copy of the consent certificate is attached hereto as Exhibit "B".

SECTION 9: WASTEWATER STANDARDS – The parties mutually agree that after connection to the collection, transmission and treatment facilities provided for herein, DUNDEE and LAKE HAMILTON, if applicable, will comply with all state, regional and federal requirements and rules applicable to the provision of wastewater service to the public. However, neither DUNDEE nor LAKE HAMILTON guarantee or warrant any special service, pressure, quality, capacity, availability or other facility other than that required to fulfill the duty of reasonable care to the customers to whom are provided wastewater service.

LAKE HAMILTON acknowledges and recognizes that in the operation and maintenance of the DUNDEE water and sewer system, DUNDEE is obligated to protect the health, safety and welfare of the residents, citizens, and customers of DUNDEE and to prevent an undue burden to DUNDEE's customers resulting from extraordinary discharges from whatever source. LAKE HAMILTON agrees that all sewage collected by LAKE HAMILTON and transmitted to DUNDEE shall conform to DUNDEE's standards prior to introduction into DUNDEE's transmission system. LAKE HAMILTON for itself and its customers agrees to abide by all sewer use ordinances, resolutions, permits, rules, regulations and laws related to the use of and discharge to the DUNDEE utility system. Upon request by LAKE HAMILTON, DUNDEE will provide LAKE HAMILTON copies of all applicable ordinances, resolutions, permits, rules, and regulations in effect at the date of this Agreement and as same may be amended or adopted from time to time.

SECTION 10: SEWAGE METERING – LAKE HAMILTON agrees to maintain and repair, if necessary, at the point of connection between DUNDEE's wastewater system and LAKE HAMILTON's collection facilities, metering equipment and flow pressure in accordance with sound engineering design requirements and such as will allow proper velocities and operation in conjunction with the operation of DUNDEE's transmission and treatment facilities. LAKE HAMILTON shall provide DUNDEE with copies of all records of any and all maintenance and repairs performed for said metering equipment, including but not limited to, calibration records related to such metering equipment. Within thirty (30) business days of DUNDEE's receipt of such records, DUNDEE shall have the ability to check and/or confirm the accuracy of such maintenance and repairs. LAKE HAMILTON agrees to work cooperatively with DUNDEE and comply with all reasonable requests made by DUNDEE pertaining to same.

The metering equipment has been designed by LAKE HAMILTON's Engineer and will be installed by LAKE HAMILTON's Contractor in accordance with approved and permitted Project plans. The meter and associated metering equipment shall be the property of LAKE HAMILTON and LAKE HAMILTON shall be responsible for the operation, maintenance and

replacement and repairs, if necessary, of the meter and associated metering equipment and all costs and expenses associated therewith in accordance with all applicable permits, rules, regulations, ordinances, laws, and this Agreement. DUNDEE shall perform the meter reading and shall prepare and submit a monthly bill to LAKE HAMILTON based thereon. LAKE HAMILTON and DUNDEE shall have the right to read and test the meter and coordinate with each other in reading, inspections and tests to verify the accuracy of the bills, equipment and the meter.

The meter and associated metering equipment shall record flow with an error rate not to exceed plus or minus two percent (2%) of full scale reading, so that it is suitable for billing purposes. Subject to the terms of this Agreement, if the meter is determined to have operated in error the bill shall be adjusted for the time period in which the error occurred. In calculating such billing adjustment, it will be assumed that the meter inaccuracy existed one-half (1/2) of the entire time interval between meter accuracy checks by either party, unless the period of inaccuracy is shown to exist for a more definite period, in which case the more definite period shall be the basis for the billing adjustment. The billing adjustment shall be made at the same rate established from time to time by mutual agreement of the parties.

SECTION 11: WASTEWATER CHARGES – DUNDEE agrees to provide transmission, treatment and disposal of LAKE HAMILTON's wastewater for an initial charge of Three Dollars ($3.00) per thousand gallons of wastewater. Billing shall be monthly by DUNDEE and billings shall become due and payable within thirty (30) days from the receipt of the bill by LAKE HAMILTON in accordance with Ordinances and laws applicable thereto. DUNDEE acknowledges that LAKE HAMILTON will charge its users a monthly service fee based on DUNDEE'S adopted rates, which is the rate DUNDEE charges customers outside its Corporate Limits.

The parties acknowledge that the rates are not in excess of the lowest rates now available to any bulk use customer for equivalent wastewater service, and agree that during the life of this Agreement, for as long as LAKE HAMILTON is a customer of DUNDEE, LAKE HAMILTON

shall continue to be billed at the lowest available rates for equivalent service as may be established by applicable Ordinances and laws and consistent with contractual obligations to which DUNDEE is obligated to perform related to its utility services.

SECTION 12: CHANGE OF RATES: – In the event DUNDEE shall propose any new rate schedule or amended rate schedule applicable to wastewater service during the term of this Agreement, DUNDEE shall forward to the Town Council of LAKE HAMILTON, through the Town Administrator/Clerk, a copy of such rate schedule or amended rate schedule thirty (30) days prior to consideration by the DUNDEE Town Commission. LAKE HAMILTON shall be given an opportunity to review the cost data associated with the rate change, but shall have no authority over the change. If the DUNDEE Town Commission votes to adopt a rate increase, the charges shall become effective no sooner than thirty (30) days after adoption.

SECTION 13: PROJECTED WASTEWATER CAPACITY NEEDS – DUNDEE agrees that it can provide LAKE HAMILTON's reasonably foreseeable wastewater service capacity needs through Dundee's Wastewater System. At the date of this Interlocal Agreement, DUNDEE'S maximum wastewater treatment plant capacity is 620,000 gallons per day (gpd), but the average treatment flow is 150,000 gpd. LAKE HAMILTON estimates that the reasonably foreseeable projected need for wastewater flow in gpd will be 150,000 gpd by 2025 and 250,000 gpd by 2035, based on long range projections and comparisons of population growth by the Bureau of Business and Economic Research (BEBR) at the University of Florida, the Southwest Florida Water Management District (SWFWMD), and the Polk County Transportation Planning Organization (PTPO).

SECTION 14: NOTICES – All notices required by this Agreement shall be in writing and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three days after the date of the postmark; notices delivered in person shall be effective upon delivery; and notices sent by overnight courier shall

be effective as of the next business day after being placed in the hands of the courier service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time.

DUNDEE:	Town Manager Town of Dundee P.O. Box 1000 Dundee, FL 33838
With a copy to: (*which shall not constitute notice*)	Frederick J. Murphy, Jr., Esquire Town Attorney Boswell and Dunlap LLP P.O. Drawer 30 Bartow, FL 33831
LAKE HAMILTON	Town Administrator/Clerk Town of Lake Hamilton P.O. Box 126 Lake Hamilton, FL 33851

SECTION 15: FORCE MAJEURE – Any temporary cessation of flow and disposal of sewage caused by an Act of God, fire, strike, casualty, necessary maintenance work, breakdown of or injuries to machinery, pumps or pipe lines, civil or military authority, insurrection or riot shall not constitute a breach of this Agreement on the part of DUNDEE, and DUNDEE shall not be liable to LAKE HAMILTON or its inhabitants for any damage resulting from such cessation of service. In the case of a partial cessation of service, LAKE HAMILTON shall be treated like all others, similarly situated, using the wastewater treatment plant and system.

However, if DUNDEE for any reason is unable to perform its obligations under this Agreement, then LAKE HAMILTON may use any means, whether permanent or interim, wholesale or retail, public or private, authorized by law to provide wastewater service to LAKE HAMILTON customers, with no further liability to each other by either party to this Agreement.

SECTION 16: DISCLAIMER OF THIRD PARTY BENEFICIARIES – This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto.

SECTION 17: NO PARTNERSHIP OR JOINT VENTURE – Nothing in this Agreement shall be construed to create a partnership or joint venture between the Parties.

SECTION 18: ASSIGNMENT – This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement, or any of the rights nor obligations set forth herein, to any another party without the prior written consent of the other party and the approval of each party's respective governing body.

SECTION 19: SEVERABILITY – If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To this end, this Agreement is declared severable.

SECTION 20: RECORDATION – The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Polk County at the expense of the parties, said expense to be shared equally.

SECTION 21: TIME OF THE ESSENCE – Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 22: APPLICABLE LAW AND VENUE – This Agreement and the Provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any actions arising under this Agreement shall be in the State Courts in and for Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division.

SECTION 23: TERM OF THE AGREEMENT – This Agreement shall be effective when executed by both parties hereto approved by each party's governing body and shall remain in full force and effect for a period of twenty (20) years and thereafter shall automatically be extended for succeeding periods of ten (10 years each, unless (1) either party provides notice of termination to the other party only in the fifteenth, fourteenth or thirteenth month prior to expiration of the term of this Agreement or any extension thereto; or (2) the parties otherwise agree to terminate the Agreement. A unilateral termination of this Agreement, except as otherwise provided herein, at any other time by either party shall be prohibited.

SECTION 24: ENTIRE AGREEMENT – This instrument constitutes the entire Agreement between the parties and supersedes all previous discussion, understandings and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, as approved by each party's respective governing body.

IN WITNESS WHEREOF, the Parties hereto have hereunder executed this Agreement on the date and year first written above.

TOWN OF LAKE HAMILTON
Polk County, Florida

ATTEST:

Sara K. Irvine, Town Administrator/Clerk

Marlene M. Wagner, Mayor

(SEAL)

Approved as To Form:

Jeffrey S. Dawson, Town Attorney

ATTEST:

Deena Ware

Deena Ware, Town Clerk

TOWN OF DUNDEE
Polk County, Florida

Samuel Pennant, Mayor

(SEAL)

Approved as To Form:

7-31-17

Frederick J. Murphy, Town Attorney

MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement (the "Termination Agreement") is entered into as of April 21, 2026 by and between the Town of Lake Hamilton, a Florida municipal corporation ("Lake Hamilton"), and the Town of Dundee, a Florida municipal corporation ("Dundee," and together with Lake Hamilton, the "Parties").

RECITALS

A. The Parties are signatories to that certain Town of Dundee – Town of Lake Hamilton Phase 1 U.S. 27 Wastewater System Improvement Project Agreement, dated July 25, 2017 (the "Original Agreement"). The Original Agreement was made and entered into on July 25, 2017, by and between the Town of Lake Hamilton and the Town of Dundee.

B. Lake Hamilton has constructed and placed into service a new sewer treatment facility, and, as a result, no longer requires Dundee's wastewater transmission, treatment, or disposal services.

C. The Parties therefore desire to terminate the Original Agreement by mutual consent and to set forth their respective rights and obligations arising from and after such termination.

AGREEMENT

1. Definitions; Effect on Original Agreement

    1.1 Capitalized terms used but not defined herein have the meanings ascribed in the Original Agreement.

    1.2 This Termination Agreement is an amendment and agreement between the Parties for purposes of effectuating termination under the Original Agreement. Section 23 of the Original Agreement provides that the Agreement remains in effect for twenty (20) years, automatically extends for ten (10) year periods, and allows termination if "the parties otherwise agree to terminate the Agreement."

2. Mutual Termination; Effective Date

    2.1 Mutual Termination. The Parties hereby mutually terminate the Original Agreement, together with all exhibits, amendments, and riders thereto, effective as of April 21, 2026 (the "Termination Date").

    2.2 Cessation of Services. As of the Termination Date, all obligations of Dundee to accept, transmit, treat, or dispose of wastewater from Lake Hamilton, and all corresponding obligations of Lake Hamilton to deliver wastewater to Dundee or to pay Dundee for such services, are terminated and of no further force or effect.

3. Final Accounting; Payments

    3.1 Final Billing. Dundee shall issue, and Lake Hamilton shall pay, any final, undisputed charges for services rendered under the Original Agreement

through 11:59 p.m. on the day immediately preceding the Termination Date, in accordance with the billing and payment timelines in the Original Agreement.

3.2 Metering and Adjustments. If metering accuracy or related adjustments for the final billing period are required, the Parties shall coordinate readings, testing, and adjustments consistent with Section 10 of the Original Agreement.

3.3 Reserve Account Coordination. To the extent any funds related to the loan repayment reserve described in the Original Agreement remain subject to joint administration or reporting, the Parties shall cooperate in good faith to complete any required reconciliations, wind-down steps, notices, and record deliveries between them, solely as needed to conclude obligations arising from the Original Agreement.

4. Impact Fees; Customers; Transition

4.1 Impact Fees. No new impact fees shall accrue between the Parties on or after the Termination Date. Any impact fees collected prior to the Termination Date shall be handled in accordance with the Original Agreement's allocation provisions, with a final reconciliation to occur within [30] days following the Termination Date.

4.2 Customers. As of the Termination Date, each Party shall be solely responsible for providing wastewater services within its respective system and jurisdiction, subject to applicable law. Any transitions of service to Lake Hamilton's new sewer treatment facility shall be coordinated to avoid service interruptions, to the extent practicable.

5. Mutual Releases

5.1 Release by Lake Hamilton. Effective as of the Termination Date, Lake Hamilton releases Dundee and its officials, employees, and agents from any and all claims, demands, actions, causes of action, liabilities, damages, and obligations, whether known or unknown, fixed or contingent, arising out of or related to the Original Agreement and performance thereunder; provided, however, that this release does not apply to (a) obligations expressly surviving termination under this Termination Agreement; or (b) Dundee's obligation to provide the final accounting and accept payment as provided in Section 3 of this Termination Agreement.

5.2 Release by Dundee. Effective as of the Termination Date, Dundee releases Lake Hamilton and its officials, employees, and agents from any and all claims, demands, actions, causes of action, liabilities, damages, and obligations, whether known or unknown, fixed or contingent, arising out of or related to the Original Agreement and performance thereunder; provided, however, that this release does not apply to (a) obligations expressly surviving termination under this Termination Agreement; or (b) Lake Hamilton's obligation to pay any undisputed final charges pursuant to Section 3 of this Termination Agreement.

6. No Admission. This Termination Agreement reflects a negotiated resolution and mutual termination. No Party admits any liability or wrongdoing of any kind.

7. Mutual Cooperation. The Parties will cooperate in good faith to execute and deliver any additional documents reasonably necessary to effectuate the intent of this Termination Agreement, including any notices to third parties and governmental or funding authorities.

8. Notices. Notices under this Termination Agreement shall be provided in accordance with the notice procedures in the Original Agreement or to such other addresses as a Party may designate by notice. Notices shall be deemed given consistent with the Original Agreement's delivery and effectiveness standards.

9. Records; Audits; Closeout. Each Party shall retain, and on reasonable request provide, copies of books and records reasonably necessary to support the final true-up, audits, or closeout activities contemplated by Sections 3 and 4 for a period of two (2) years after the Termination Date.

10. Severability. If any provision of this Termination Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force to the extent the Parties' intent can be effectuated.

11. Applicable Law; Venue. This Termination Agreement shall be governed by the laws of the State of Florida. Venue for any dispute arising hereunder shall be in the state courts of Polk County, Florida, or the United States District Court for the Middle District of Florida, Tampa Division.

12. Recordation. If required by either Party's governing body or applicable law, an executed counterpart of this Termination Agreement may be recorded in the Public Records of Polk County, Florida, at the Parties' shared expense.

13. Entire Agreement; Amendments; Authority

    13.1 Entire Agreement. This Termination Agreement constitutes the entire agreement between the Parties with respect to the termination of the Original Agreement and supersedes all prior and contemporaneous negotiations and understandings regarding such termination.

    13.2 Amendments. No amendment or waiver of any provision of this Termination Agreement shall be effective unless in writing and executed by both Parties, with the approvals required by each Party's governing body.

    13.3 Authority. Each Party represents that this Termination Agreement has been duly authorized by all necessary governmental action and that the signatories below are authorized to execute it on the Party's behalf.

14. Effective Date; Transition Planning. This Termination Agreement is effective on the Termination Date set forth above. The Parties will use commercially reasonable efforts to coordinate an orderly transition, including scheduling, cutover, and any communications reasonably necessary to avoid service disruption to end users.

15. Acknowledgement of Basis for Termination The Parties acknowledge and agree that the mutual termination is based on Lake Hamilton's completion and operation

of its new sewer treatment facility and the consequent discontinuation of need for Dundee's wastewater services for Lake Hamilton's customers.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Mutual Termination Agreement as of the date first written above.

TOWN OF LAKE HAMILTON,

a Florida municipal corporation

_____

Phyllis Hall, Mayor

_____

Brittney Sandoval, Town Administrator

(SEAL)

Approved as to form:

_____

Anthony Sabatini, Town Attorney

TOWN OF DUNDEE

a Florida municipal corporation

_____

Sam Pennant, Mayor

_____

Erica Anderson, Town Clerk

(SEAL)

Approved as to form:

_____

Markeishia L. Smith, Town Attorney

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Patrick Henry, Public Services Director

AGENDA ITEM: Consider Piggybacking on the City of Lake Wales Contract #21-494 for General / Building Contractor Services and Approve Proposal from SEMCO Construction, Inc to Erect a Pre-Engineered Metal Building at the Water Treatment Plant to replace existing awning structure that was damaged during the last Hurricane.

Resolution R-2026-XX Budget Amendment to transfer funds

DATE: April 14, 2026

SUMMARY & RECOMMENDATION:

Staff is requesting approval from the Town Commission to piggyback the City of Lake Wales contract for General/Building Contractor Services (RFP #21-494) and approve a proposal from SEMCO Construction, Inc. for construction services at the Town of Lake Hamilton Water Treatment Plant.

The proposed project consists of furnishing and erecting a pre-engineered metal building (PEMB) at the Water Treatment Plant to replace an existing awning structure that was damaged during a hurricane event. The original structure sustained significant damage that compromised its structural integrity and protective function. Without repair, continued exposure to the elements could result in accelerated deterioration of vehicles and equipment and create potential safety and operational concerns.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: The financial impact for this project would be a total of $162,307.50 for the repair and replacement of the damaged awning structure at the Town of Lake Hamilton Water Treatment Plant.
Requesting to fund the project with Reserve Funds transferred to G/L 401-533-631.

RECOMMENDATION:

ATTACHMENT(S):
(Supporting Documentation) Memo TOLH SEMCO Construction Inc.docx
(Supporting Documentation) 26072 Lk Hamilton Water Plant PEMB.pdf
(Supporting Documentation) Construction Agreement Extension 2025-2026-executed.pdf
(Supporting Documentation) damaged awning.jpg
(Supporting Documentation) RFP 21-494 COLW General-Building Contractor Svcs - SEMCO Construction.pdf
(Action Item) Resolution_R-2026-XX_budget_amendment Metal Building.pdf
(Supporting Documentation) Construction Agreement 2022-2024 - executed.pdf
(Action Item) SEMCO Piggyback Agreement for Water Plant building.pdf
(Action Item) Budget_Amendment_PAS_24.25_Request_Form CDD.pdf

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Lake Hamilton Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Patrick Henry, Public Works Director

AGENDA ITEM: Piggyback City of Lake Wales Contract #21-494 for General / Building Contractor Services and Approve Proposal from SEMCO Construction, Inc.

DATE: March 9, 2026

SUMMARY & RECOMMENDATION:

Staff is requesting approval from the Town Commission to piggyback the City of Lake Wales contract for General/Building Contractor Services (RFP #21-494) and approve a proposal from SEMCO Construction, Inc. for construction services at the Town of Lake Hamilton Water Treatment Plant.

The Water Treatment Plant includes a metal awning structure used to shelter Town vehicles and operational equipment from weather exposure. This structure plays an important role in protecting public assets, maintaining operational readiness, and extending the service life of Town owned equipment.

The proposed project consists of furnishing and erecting a pre-engineered metal building (PEMB) at the Water Treatment Plant to replace an existing awning structure that was damaged during a hurricane event. The original structure sustained significant damage that compromised its structural integrity and protective function. Without repair, continued exposure to the elements could result in accelerated deterioration of vehicles and equipment and create potential safety and operational concerns.

An insurance claim was evaluated; however, the insurance deductible exceeded the cost to repair and replace the structure, making it more cost effective for the Town to proceed with replacement directly.

The proposed structure will be approximately 35 feet wide by 60 feet long with a 16-foot high side and will include structural steel framing, roof panels, engineered drawings for permitting, gutters and downspouts, and concrete column pad foundations

PROCUREMENT JUSTIFICATION
SEMCO Construction, Inc. currently holds a competitively awarded continuing services contract with the City of Lake Wales for General/Building Contractor Services (RFP #21-494). The solicitation allows other governmental entities to utilize the contract through piggybacking.

Piggybacking this contract allows the Town to utilize an existing competitively procured contract, ensuring compliance with municipal purchasing requirements while expediting the procurement process and reducing administrative costs associated with conducting a separate solicitation.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☐ NO: ☒ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐

The proposal submitted by SEMCO Construction Inc. totals **$162,307.50** for construction of a commercial metal building structure measuring approximately **60' x 35' x 16'**. This proposal represents the most feasible and economical option, which includes labor, materials, equipment, and subcontracted engineering services required for installation of the building.

Funding for this project will be provided through available contingency funds within the current fiscal year budget.

RECOMMENDATION:

Staff recommends the Town Commission consider taking the following action.

1. Approve piggybacking the City of Lake Wales contract (RFP #21-494) and approve the proposal from SEMCO Construction, Inc. in the amount of **$162,307.50** for the repair and replacement of the damaged awning structure at the Town of Lake Hamilton Water Treatment Plant.

ATTACHMENTS:

1. SEMCO Construction, Inc. Proposal Quote #26072
2. City of Lake Wales Contract RFP #21-494 General/Building Contractor Services
3. Agreement to Piggyback a contract for services bid by another Governmental Entity between SEMCO Construction Inc. and Town of Lake Hamilton
4. Agreement to renew contract between SEMCO Construction and City of Lake Wales
5. Picture of damaged awning

PRE-ENGINEERED METAL BUILDING PROPOSAL

January 15, 2026

Quote #: 26072

Jerry Torrance
Town of Lake Hamilton
100 Smith Ave
Lake Hamilton, FL 33851
jtorrance@townoflakehamilton.com

SEMCO Construction, Inc. is pleased to submit our quote for the following building at the Lake Hamilton Water Plant.

QUANTITY: (1)
SIZE: 35'W x 60'L x 16'HS – Single Slope
FRAME TYPE: WWF – Single Slope – 16'0'' High Side
DESIGN LOADS: FBC 2023
BAY SPACING: (3)EA @ 20' 0''

This building will be furnished to specifically include the following, unless otherwise specified:

1. Structural drawings provided with the seal of a professional engineer/architect registered in the State of Florida. The drawings will be complete for acquiring necessary permits. Drawlings to include – Concrete Foundation & PEMB only.
2. A steel frame of standard pre-engineered metal building design, with both end walls of rigid frame construction.
3. Roof covering of 26-gauge steel panels, unpainted Galvalume. All exterior metal flashing and trim to be coated per standard manufacturer's colors.

	COLOR	STYLE
ROOF PANELS:	Galvalume	Super Span X
TRIM:	Standard Color	Shadow Trim
WALL PANELS:	No Wall Panels	

4. Color selection for trim is to be made when the approval drawings are issued.
5. Erection of building.
6. Gutters and downspouts.
7. Concrete foundation will be (8)EA column pads with anchor bolts, #5 rebar matts and 3000psi concrete. No concrete slab is figured.
8. Demolition of existing concrete for the installation of the (8)EA column pads in #7 above. No other demolition is included.

CLARIFICATIONS:

1. This quote does not include any cost for paving, mechanical, sitework, electrical or design for SWFWMD. The drawings will have engineering seals on foundation and metal building only.
2. The cost for permitting is not part of this quote. Due to the ever-changing nature of permitting costs, our standard procedure is to acquire the permits and to bill the owner directly for these costs. Once permits are acquired SEMCO will bill owner for direct cost of permit fees.

3. Engineering to include signed and sealed drawing for permitting will only be for the concrete foundation and pre-engineered metal building.

4. No Engineering or design for:
    i. Civil/Site (SWFWMD/DEP/CITY/COUNTY)
    ii. Architecture
    iii. Plumbing
    iv. Mechanical
    v. Electrical
5. No cost for construction of any items as indicated in #4 above.
6. Exact site location on water plant property is unknown and could affect pricing due to unknown building site preparation.
7. No concrete slab is figured - only column pads for PEMB frame system. Existing concrete to be demolished at column pad locations only.

TOTAL BASE QUOTE: $162,307.50

Breakout of Costs

Labor		Rate	Hours		Total	Subtotal
Project Estimator	$	65.00	10	$	650.00	
Supervisor/Foreman	$	47.00	340	$	15,980.00	
Tradesman	$	37.00	775	$	28,675.00	
Laborer	$	25.00	300	$	7,500.00	
						$ 52,805.00
Material		Material	Markup		Total	
PEMB	$	49,000.00	15%	$	56,350.00	
Concrete	$	20,000.00	15%	$	23,000.00	
Rebar/Anchor bolts	$	7,000.00	15%	$	8,050.00	
Misc (formwork, visqueen, etc)	$	1,000.00	15%	$	1,150.00	
						$ 88,550.00
Equipment		Equipment	Markup		Total	
Jack Hammer/Conc Cutting	$	3,000.00	15%	$	3,450.00	
Excavator	$	5,500.00	15%	$	6,325.00	
Pumper	$	2,000.00	15%	$	2,300.00	
Temp Toilet	$	750.00	15%	$	862.50	
Dumpster	$	500.00	15%	$	575.00	
						$ 13,512.50
Subcontracts		Subcontract	Markup		Total	
Foundation Design	$	1,500.00	20%	$	1,800.00	
Architectural Design	$	3,500.00	20%	$	4,200.00	
Testing	$	1,200.00	20%	$	1,440.00	
						$ 7,440.00
				Grand Total		**$ 162,307.50**

ADD ALTERNATE:
If Performance and Payment Bond required, add $1,800.00

We appreciate the opportunity to quote this and any other future projects. If you have any questions, please do not hesitate to contact me.

Submitted by:
Carl E. Locke, Jr.
President

26072

205 Century Blvd, Bartow, FL 33830-7705
(863) 533-7193 Fax (863) 533-3376
www.semcoconstruction.com
License CGC040492

City of Lake Wales
201 Central Avenue W.
P. O. Box 1320
Lake Wales, FL 33859-1320
Phone (863) 678-4182
Fax (863) 678-4180

AGREEMENT TO RENEW CONTRACT

DATE: DECEMBER 5, 2025

RE: FINAL RENEWAL OF CONTRACT BETWEEN SEMCO CONSTRUCTION, INC. AND THE CITY OF LAKE WALES FOR GENERAL BUILDING/CONTRACTOR SERVICES

VENDOR: SEMCO CONSTRUCTION, INC.

The City of Lake Wales is interested in renewing the contract listed above with your company. If you are in agreement, please complete this form and return it to our office.

The undersigned agrees to renew the above referenced agreement, for the period October 1, 2025 through September 30, 2026, with the following amendment to the terms, conditions and prices as set forth in the Contract:

Paragraph 4, TERM & PRICING, of the Contract to be renewed is amended to add the following sentence to the end of the paragraph: Only services rendered for equal to or less than the City's purchasing threshold of CATEGORY TWO ($35,000) shall be awarded pursuant to the terms of this Contract.

If you are not interested in renewing this bid for the above mentioned period, please note "not interested" on this letter and fax back to (863) 678-4074, Attention Nancy Hernandez. If you have any questions please feel free to contact me at (863) 678-4182 ext 1310.

Signature

JENNIFER HALL
EXECUTIVE VICE PRESIDENT
Contractor Typed or Printed

12-8-25
Date

Signature

James Slaton
City Manager

12-8-25
Date



Proudly submitted by:
SEMCO Construction, Inc.
205 Century Blvd
Bartow, FL 33830

SEMCO CONSTRUCTION, INC.
TRADITIONAL FOUNDATION. VISIONARY BUILDING.

RFP# 21-494

General/Building Contractor Services for City of Lake Wales, Florida

Submitted to:
City of Lake Wales
City Manager's Office
Attention: Stephanie Edwards, Purchasing Agent
201 West Central Avenue
Lake Wales, FL 33853

City of Lake Wales
RFP 21-494
General/Building Contractor Services
Table of Contents

Description

- Official Price Sheet
- Exhibit A
  - Qualifications
  - Previous Projects
- City Forms
  - Business License/Tax Receipt
  - Vendor Application, W-9, Public Entity Crime Statement
  - Insurance Submittal, Signature Submittal, Bid and Addendum Acknowledgement
  - Non-Collusion Affidavit of Prime Bidder, Drug-Free Workplace Form, Indemnification
- Brief History of Firm
- Description of Services
- References
- Firm Contact Information

205 Century Blvd, Bartow, FL 33830-7705
(863) 533-7193 Fax (863) 533-3376
www.semcoconstruction.com
License CGC040492

OFFICIAL PRICE SHEET

OFFICIAL PRICE SHEET
RFP 21-494

Proposed by: SEMCO Construction, Inc.
Name of Company

Part 1: Hourly Labor Rate	Regular Hours	After-Hours/Emergency
A. Project Estimator	65.00	85.00
B. Supervisor/Foreman	47.00	65.00
C. Tradesman	37.00	55.00
D. Laborer	25.00	37.00

Part 2: Subcontractor Services Compensation Percentages

	Dollar Amount	% for Subcontractor
E.	0-$4,999	22%
F.	$5,000-$9,999	20%
G.	$10,000-$14,999	20%
H.	$15,000 and up	18%

Part 3: Materials, Supplies and Equipment Rental

I. Cost Mark up 15 % over cost

J. Escalator* not to exceed 10 %

*Negotiated as part of the renewal process

EXHIBIT A

EXHIBIT A

Qualifications:

(Here describe your company or organization and your qualifications as general/building contractor.)

Previous Projects:

(Here describe previous municipal projects/work completed or other comparable projects completed for non-municipal entities.)

City of Lake Wales
RFP 21-494
General/Building Contractor Services
Exhibit A
Qualifications

SEMCO Construction, Inc. is pleased to present our qualifications to the City of Lake Wales for General/Building Contractors Services. We have just completed the previous contract with the City of Lake Wales, working from 2017 – 2021 under the previous contract.

SEMCO Construction, Inc. brings unique construction services to the General Contracting Construction Market in that we are a full-service construction company. What this means is that we do numerous trades in-house that most of today's GC's subcontract out. This includes, but is not limited to, minor civil & site work, concrete, masonry, structural steel, carpentry, millwork (we have our own in-house cabinet shop), roofing (SEMCO is also a state licensed roofing contractor), windows, doors & finish hardware, metal studs & drywall, acoustical ceilings, painting, miscellaneous specialties and finally pre-engineered metal buildings.

Also, as is typical with all General Contracting Construction Companies the major sub–trades that require specific licensing, which include plumbing, mechanical, fire suppression and electrical are always subcontracted out.

Our construction services include additions, renovations, remodeling, major repairs & system replacements, site work improvements and utility upgrades, historic preservation and new construction. We have extensive experience in working in highly sensitive areas such as the Polk County Jail System, Port of Tampa, and Mosaic Phosphates. Due to our continuing contracts with various school boards throughout Central Florida, we have worked in operational and occupied facilities that require extensive dust control/sound control and separation of work areas from active areas. We fully understand working in and around facilities that need to maintain their operations with minimal disruptions.

SEMCO breaks every project down into a three-phased approach:

- Preconstruction Services – Budgeting, scope review, methods & means analysis, lifecycle costing, value engineering and estimating.
- Construction Services – Project management & supervision, quality assurance and safety.
- Project Closeout/Occupancy – Final inspections, final cleaning, assist in the owner move-in, as-builts, closeout documents, warranties and systems training.

Throughout this approach communication in all areas is top priority to ensure total Owner satisfaction and an on-time, on-budget project completion.

SEMCO brings to every project a highly qualified, significantly experienced, well-trained, and exceptional team of construction professionals. Our construction team members have an average of over 30 years of industry–leading experience. Complementing our quality employees is our development of sound relationships with over 300 subcontractors and 450 suppliers to provide the highest quality work and materials at value pricing for all phases of construction.

Since our founding in 1975, our firm has established a respected reputation solidified by a construction philosophy of traditional foundation and visionary building. We are confident that SEMCO construction Inc. can provide and deliver construction services that exceed your expectations. Our experience, professionalism, and management techniques are the foundations of the construction philosophy SEMCO brings to all phases of our projects.

City of Lake Wales
RFP 21-494
General/Building Contractor Services
Exhibit A
Previous Projects

Please find attached Project Data Sheets for a few of the Municipal and other Governmental Projects we have completed over the last 10 years.

1. City of Lake Wales – Walking Trail
2. City of Fort Meade – Hurricane Irma Repairs
3. City of Davenport – Williams Street Improvements
4. Polk County Central County Jail – Pedestrian Canopy and Walkway Cover
5. Florida Fish & Wildlife Commission – Southwest Regional Office Drainage
6. Hillsborough County Sheriff's Office – Pinebrook Building 3 Renovations

205 Century Blvd, Bartow, FL 33830-7705
(863) 533-7193 Fax (863) 533-3376
www.semcoconstruction.com
License CGC040492

Related Experience

New Construction
City of Lake Wales
Construction of Walking Trail

A) Location:
Scenic Hwy & Central Avenue
Lake Wales, FL 33853

B) Firm's Responsibility:
General Contractor

C) Owner:
City of Lake Wales
201 W Central Avenue
Lake Wales, FL 33853
(863) 678-4189

D) Completion Date:
August 2018

E) Project Size:
Phase 1 of a Downtown Walking Trail

F) Project Cost:
$482,820



Walking Trail Area Before Construction

G) Work for which staff responsible:
This project included the construction of a new downtown walking trail for the City of Lake Wales. The work included concrete sidewalks with lighting, landscaping, stamped concrete rest stops, gazebo, and a new parking lot. This project is an exciting part of the continued vitalization of the great city of Lake Wales and Phase 1 of the overall walking trail construction plan.

H) Present Project Status:
100% Complete

I) Team Members:
Senior Project Manager
Carl "Ed" Locke, Jr.
Project Manager
Mac McMillen
Superintendent
Jason Nettles
Project Engineer/Coordinator
John King
Contract Admin
Jennifer Hall



Completed Section of the Walking Trail

Related Experience

Building Renovation
City of Fort Meade City Hall
Hurricane Irma Damage Repairs

A) Location:
8 W Broadway
Fort Meade, FL 33841

B) Firm's Responsibility:
Construction Manager at Risk

C) Owner:
City of Fort Meade
8 West Broadway St
Fort Meade, FL 33841

D) Completion Date:
November 2018

E) Project Size:
8,204 SF

F) Project Cost:
$416,068.61 (GMP)


Completed City Hall Building

G) Work for which staff responsible:

Preconstruction Services

- Design and Permitting for new metal roof system for building
- Design and Permitting for interior renovations due to water intrusion for City Hall
- Design and Permitting to add ramp at entry for ADA compliance

Construction Services

- Daily coordination with City Staff to ensure staff were able to continue city business uninterrupted, including servicing of walk-in customers
- Removal and replacement of roof system, windows, and brick repointing to secure building envelope
- Interior renovations including drywall, ceilings, floor covering, painting, and HVAC system upgrades
- Installation of new entrance ramp at City Hall to meet ADA guidelines

Close Out/Occupancy

- As-Built drawings (digital and hard copy)
- One Year labor and material warranty

H) Present Project Status:
100% Complete

I) Team Members:
Senior Project Manager
Mac McMillen
Project Manager
Don Scott
Superintendent
Chris Haines
Assistant Forman
Jason Nettles
Contract Administrator
Jennifer Hall



Related Experience

Improvements
City of Davenport
Williams Street Improvements

A) Location:
Williams Street
Davenport, FL 33836

B) Firm's Responsibility:
Construction Manager

C) Owner:
City of Davenport
1 South Allapaha Avenue
Davenport, FL 33836
863-419-3300

D) Completion Date:
February 2016

E) Project Size:
13,200SF

F) Project Cost:
$438,238



Improved Walkways on Williams Street

G) Work for which staff responsible:

The scope of this project included road and sidewalk improvements to Williams Street in Davenport, FL. The work performed for this project included site demolition, restoration of damage, asphalt milling/resurfacing, signage and striping, trenching, drainage, handrails, light poles, landscaping, etc.

We were able to leverage our relationship with the City of Davenport to complete this project with minimal disruption to the flow of traffic and maintained a professional site through-out the duration of the project.

H) Present Project Status:
100% Complete

I) Team Members:
Senior Project Manager
Carl "Ed" Locke, Jr.
Project Manager
Mac McMillen
Superintendent
Jim Myers
Project Engineer/Coordinator
John King
Contract Admin
Jennifer Hall



Williams Street, Davenport, FL

Related Experience

Polk County Board of County Commissioners
Central County Jail
Pedestrian Walkway Canopy and
Durolast Roof Systems Modifications

a) Location:
2390 Bob Phillips Rd
Bartow, FL

b) Firm's Responsibility:
Construction Manager-at-Risk

c) Owner:
Thom Angel, BOCC
2160 Marshall Edwards Dr
Bartow, Florida
863-534-5533 (p)
863-534-5543 (f)

d) Completion Date:
October 11, 2017

e) Project Size:
1,075+/-LF Covered Walkway

f) Project Cost:
$1,104,499 (GMP)





Pedestrian Walkway Canopy

g) Work for which staff responsible:

<u>Preconstruction Services</u>

- Worked closely with Owner and Design Team throughout design process to ensure Owner's needs were fully met
- Performed Value Engineering throughout design process
- Permitting with City of Bartow, including complete code compliance
- Developed bidding packages for all trades and advertised for bids
- Held several PreBids and Site Visits to ensure all trades fully understood project and bid requirements
- Received subcontractor bids, confirmed responsive and responsible bidders, and assembled Guaranteed Maximum Price to submit to Owner for Board Approval

<u>Construction Phase Services</u>

- Daily communication with BOCC Project Manager, Polk County Sheriff's Office, and Central County Jail Facilities to coordinate work during normal business hours to occur with minimal disturbance to employees, inmates, and visitor traffic
- Construct temporary walkway cover between existing walkway cover and sidewalk so walkways could be used during demolition and construction
- Construct new Sally Port entrance to coordinate and control entrance of construction personnel, equipment, and materials

- Construct Project Access Road that remained after completion of project to allow for delivery of construction equipment and materials to the project work areas
- Ensure daily clean up of project site to secure all tools, material, etc. due to presence of inmates
- Coordination of roofer and plumber for work on roof and roof drains above ceilings of occupied offices in Administration Building to ensure minimal disruption to PCSO staff
- Coordinate subcontractors throughout course of project—demolition, steel repairs, painting, new roof sheets, and trim work

Occupancy/Close-Out Services

- Repair all areas of grounds disturbed during construction due to delivery of materials and equipment
- As-Built drawings (electronic and hard copy)
- One Year Warranty

h) Present Project Status:

100% Complete

i) Team Members:

Sr. Project Manager
Carl “Ed” Locke, Jr.*
Project Manager
Mac McMillen*
Superintendent
Jason Nettles*
Preconstruction Manager
John King*
Contract Administrator
Jennifer Hall*



Project Access Road

Relevance to this Contract:

- *Construction Manager-at-Risk*
- *Long Lead Time Items*
- *Zero Safety Incidents*

Related Experience

Sitework Improvements
Florida Fish and Wildlife Conservation
Southwest Regional Office Drainage Improvements

A) Location:
3900 Drane Field Road
Lakeland, FL 33811

B) Firm's Responsibility:
Certified General Contractor

C) Owner:
David Goree
Florida Fish & Wildlife Conservation Commission
1875 East Orange Avenue
Tallahassee, FL 32301
727-743-3838
David.goree@myfwc.com



D) Start/Completion Dates:
January 2020 / August 2020

E) Project Size:
1.13 Acres

F) Project Cost:
$684,400.00

G) Work for which staff responsible:
Project consisted of demolition, site-work, fencing, lighting, signage, removal, and reconstruction of parking lot stormwater system and Paving.

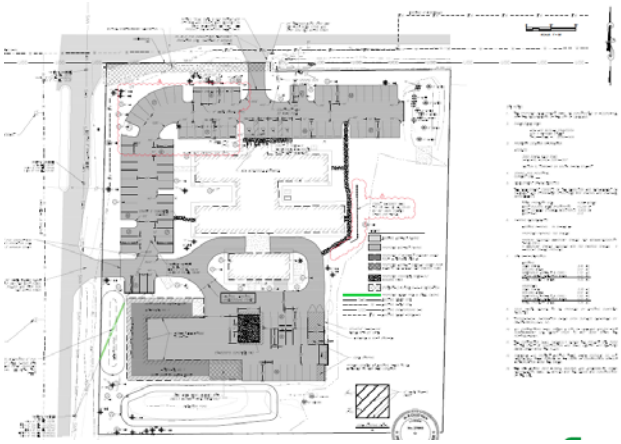
Preconstruction:
- Daily communication with Owner representative.
- Daily inspections for quality, conformance to design, and safety

Construction Phase Services:
- Conducted jobsite progress meetings with Owner, Design Team, and Subcontractors.
- Daily communication with Owner representative.
- Daily inspections for quality, conformance to design, and safety

Occupancy/Close-Out Services
- As-Built drawings (digital and hard copy)
- One Year warranty

H) Present Project Status:
100% Complete

I) Team Members:
Project Manager
Mac McMillen
Project Coordinator
John King
Project Superintendent
Matt Spaker
Contract Administrator
Jennifer Hall



Related Experience

Renovation

Hillsborough County Sherriff's Office
Pinebrooke Building 3 Renovation



A) Location:
2211 North Falkenburg Rd
Tampa, FL 33619

B) Firm's Responsibility:
General Contractor

C) Owner:
Hillsborough County Sherriff's Office

D) Start/Completion Dates:
January 2016—August 2016

E) Project Size:
27,888SF

F) Project Cost:
$1,535,301

G) Work for which staff responsible:
Scope of work consisted of construction of new offices to include new millwork, replacement of walls, ceilings, HVAC, electrical, and data lines and construction of new bathrooms. Work also included installation of bullet-resistant glazing at lobby entrance area.

Adjacent buildings on site were in use during construction and care was taken in entering and leaving property, loading, unloading, and staging to cause the least amount of interference to activities and to protect property from damage.

H) Present Project Status:
100% Complete

I) Team Members:
Senior Project Manager
Carl "Ed" Locke, Jr.
Project Manager
Mac McMillen
Superintendent
Jason Nettles
Contract Admin
Jennifer Hall







CITY FORMS

Ron DeSantis, Governor

Halsey Beshears, Secretary

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

LOCKE, CARL EDWARD JR

SEMCO CONSTRUCTION INC
205 CENTURY BLVD
BARTOW FL 33830

LICENSE NUMBER: CGC040492

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

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.

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

City of Bartow, Florida
BUSINESS TAX RECEIPT

205 CENTURY BLVD

LOCATION OF BUSINESS

This Business Tax Receipt is to be displayed conspicuously at the location of business, and is not transferable or assignable.

SEMCO CONSTRUCTION
205 CENTURY BLVD
BARTOW FL 33830

EXPIRATION DATE	
9/30/2022	
DATE ISSUED	**TAX RECEIPT #**
7/08/2021	00506
BUSINESS TAX RECEIPT FOR	
CONTRACTOR	

A Business Tax Receipt is hereby issued by the city of Bartow, Florida to the following party to engage in or manage the business, profession or occupation shown, pursuant to the indicated subsection of Bartow code section 70-36 for the Tax Receipt year.

Jacqueline Coats
CITY CLERK

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 11320 **CLASS:** B+ **EXPIRES:** **09/30/2022**

OWNER NAME	LOCATION
CARL EDWARD SR - CERT LOCKE	205 CENTURY BLVD BARTOW

BUSINESS NAME AND MAILING ADDRESS

SEMCO CONSTRUCTION INC
SEMCO CONSTRUCTION INC
CARL E LOCKE SR - ST CERT
205 CENTURY BLVD
BARTOW, FL 338307705

CODE	ACTIVITY TYPE
230250	CONTRACTOR ROOFING
230150	CONTRACTOR GENERAL

PROFESSIONAL LICENSE (IF APPLICABLE)

-

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 68936 08/20/2021 OPY **OLP 57.75** **SEMCO CONSTRUCTION INC**

TC301F-21

Please remit this completed form, along with W9, to:

Keroma Mills
kmills@lakewalesfl.gov

City of Lake Wales
Vendor Registration

SEMCO Construction, Inc. is already Registered and Approved as a Vendor for the City of Lake Wales.

Date:_____

Name of Firm (include DBA)		
Address		
City	State	Zip Code
Remittance address (if different from mailing address)		
City	State	Zip Code
Principal Contact for Firm ent		
Telephone Number (include area code) 863-533-7193	Mobile Number (include area code)	Fax Number (include area code)
E-Mail Address	Web Site Address	

The above person is authorized to sign bids, offers, contracts and checks: ☑ Yes ☐ No (If no, list below who is an authorized authority).

Federal I.D. Number	Business Tax Receipt Number	Issuing Jurisdiction

Business is licensed (unless exempt by applicable law), permitted or certified to do business in the State of Florida: ☑ Yes ☐ No
License # _____

Does your firm have a drug-free workplace program? ☐ Yes ☐ No.

Type of Organization:

☐ Individual/Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Association

☐ Corporation: Incorporated under the laws of the state of FLORIDA.

☐ Non-Profit Organization ☐ Cooperative, Receivership, or Other Entity Type

Firm is: ☐ Independently Owned ☐ A subsidiary, affiliate or division of _____ (Parent Company)

Location of Main Office: ☐ Within City Limits ☐ Polk County ☐ Other Florida County ☐ Outside Florida in USA ☐ Outside USA

Terms For Payment:

Bonding Capacity: ☐ Don't know ☐ Under $100,000 ☐ Over $100,000

Women/Minority Business Enterprise (W/MBE) Status:

Check appropriate box: ☐ Female ☐ Black ☐ Asian/Pacific Islander ☐ American Indian/Alaskan Native ☐ Hispanic Origin

Is your firm certified as a minority business with another governmental agency? ☐ Yes ☐ No.

If yes, name of agency: _____

Is your business interested in providing goods and services during an emergency or disaster? ☐ Yes ☐ No.

If yes, 24-hour emergency contact person's name: _____

Telephone Number _____ Mobile Number _____

REFERENCES: (include other government agenices, if applicable)

Name of Firm	Contact Person	Telephone Number

CERTIFICATION:

I certify that the information supplied herein, including all pages attached, is correct, and that neither the applicant nor any person (or concern) in any connection with the applicant, or a principal officer, so far as known, is now debarred by the City of Lake Wales, or otherwise ineligible,from bidding for furnished materials, supplies, or services to the City or any agency thereof.

Signature:_____ Print Name:_____Date:_____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
SEMCO Construction, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
205 Century Blvd

Requester's name and address (optional)

City, state, and ZIP code
Bartow, FL 33830

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

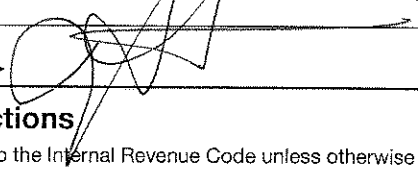
5	9	–	1	5	7	0	0	6	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ 6-17-11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

PEC-1/2

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Lake Wales
[print name of the public entity]

by Jennifer Hall, Executive Vice President
[print individual's name and title]

for SEMCO Construction, Inc.
[print name of entity submitting sworn statement]

whose business address is 205 Century Blvd., Bartow, FL 33830

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1570067

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A .)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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 contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person 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. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

___X_Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
[signature]

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16th day of September, 2021

by Jennifer Hall who is personally known to me and who did___ did not_X_ take an oath.

_____
Notary Public, Commission No.: HH 021595
My Commission Expires: July 29, 2024

Notary Public State of Florida
Donna DeBeck
My Commission HH 021595
Expires 07/29/2024

Donna DeBeck
(printed name)

INSURANCE
(SUBMITTAL PAGE)

By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in RFP # 16-423.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of The City

SEMCO Construction, Inc.
Company Name



Proposer (signature)

Client#: 4626 SEMCCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2020

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 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
Baldwin Krystyn Sherman
1115 Bartow Rd
Lakeland, FL 33801
863 686-2113

CONTACT NAME: Angel McGhee
PHONE (A/C, No, Ext): 863 686-2113 **FAX (A/C, No):** 863 682-6292
E-MAIL ADDRESS: Angel.McGhee@BKS-Partners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield Insurance Company	24112
INSURER B : Travelers Property Casualty Co. of Amer	25674
INSURER C : Bridgefield Employers Insurance Company	10701
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SEMCO Construction, Inc.
205 Century Blvd.
Bartow, FL 33830-7705

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CMM5025462	10/01/2020	10/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X PD Ded:500						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CMM5025462	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X PIP						PIP	$10,000
A	X UMBRELLA LIAB X OCCUR			CMM5025462	10/01/2020	10/01/2021	EACH OCCURRENCE	$9,000,000
B	X EXCESS LIAB X CLAIMS-MADE			ZUP16N644922	10/01/2020	10/01/2021	AGGREGATE	$9,000,000
	DED X RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		83034747	10/01/2020	10/01/2021	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Rented or Leased Equipment			CMM5025462	10/01/2020	10/01/2021	$300,000 Limit $500 Deductible	

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

RE: General/Building Contractor Services/ License #CGC040492

****

The City of Lake Wales is included as additional insured with regards to general liability, including completed operations, and auto liability as required by written contract. Waiver of subrogation is provided in respects to general liability and workers' compensation.

CERTIFICATE HOLDER

City of Lake Wales
201 West Central Ave
Lake Wales, FL 33853

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)

To The City of Lake Wales, a Florida municipal corporation:

Date: September 16, 2021

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I have read and understand the proposal documents. I have completed and submitted all proposal submittal forms, and I am authorized to sign this proposal for the proposer. In submitting a proposal to the City, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

SEMCO Construction, Inc.	
VENDOR NAME	AUTHORIZED SIGNATURE (MANUAL)
205 Century Blvd.	Jennifer Hall
MAILING ADDRESS	NAME (TYPED OR PRINTED)
Bartow, FL 33830	Executive Vice President
CITY, STATE AND ZIP CODE	TITLE (TYPED OR PRINTED)
863-533-7193	
(AREA CODE) TELEPHONE NUMBER	TOLL FREE NUMBER
863-533-3376	bids@semco.cc
(AREA CODE) FAX NUMBER	E-MAIL ADDRESS

Any other Government Agency may use this proposal. [ ] YES [ ] NO [X] N/A

A City check will be accepted as method of payment. [X] YES [ ] NO

NOTE: If Proposer checks "yes" above, Proposer agrees that the City will use a City check for the payment of any and all invoices submitted as a result of the performance of this proposal.

BID AND ADDENDUM ACKNOWLEDGMENT

Receipt of Addenda Acknowledgement

Bidder shall acknowledge below the receipt of any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No.: 1 Date: 9-14-21 Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

Bid Acknowledgement

This acknowledgment shall be signed, in blue ink, by a corporate officer, partner, or proprietor:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same construction, service, or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents in their entirety. I have completed and submitted all bid submittals and I am authorized to sign this bid for the Bidder.

_____ September 16, 2021

Authorized Signature Date

Name of Authorized Person: Jennifer Hall

Title / Position of Authorized Person: Executive Vice President / Contract Administrator

NON-COLLUSIOIN AFFIDAVIT OF PRIME PROPOSER
(SUBMITTAL PAGE)

State of Florida

County of Polk

Jennifer Hall, Being first Duly sworn, deposes and says that:

1. he/she is Executive VP of SEMCO Construction, Inc., the Proposer that has submitted the attached Proposal;

2. he/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposers nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposals are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed:

Title: Executive Vice President

Subscribed and sworn to before me this 16th day of September, 20 21

Construction Coordinator
(Title)

My Commission Expires: July 29, 2024

Notary Public State of Florida
Donna DeBeck
My Commission HH 021595
Expires 07/29/2024

DRUG-FREE WORKPLACE FORM
(SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That SEMCO Construction, Inc. does:
(Name of Business)

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 employee 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 programs, 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 proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States 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.

Proposer's Signature

September 16, 2021
Date

INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: _____
Signature of Owner or Officer

DATE: September 16, 2021

ATTEST: _____
Corporate Secretary or Witness

STATE OF: Florida
COUNTY OF: Polk

863-533-7193
Organization Phone Number

The foregoing instrument was acknowledged before me this 16th day of Sept. 2021 by Jennifer Hall, of SEMCO Construction, Inc.
Printed Name Company Name

He/She is personally known to me or has produced N/A as
State Drivers License Number

Identification, and did ___ did not X take an oath.

Signature of Person Taking Acknowledgment

Donna DeBeck
Printed Name of Person Taking Acknowledgment

Notary Seal

Notary Public State of Florida
Donna DeBeck
My Commission HH 021595
Expires 07/29/2024

HISTORY

City of Lake Wales
RFP 21-494
General/Building Contractor Services
Brief History of Firm

SEMCO Construction, Inc. was founded in 1975 by Carl E. Locke, Sr. Over the years, we have provided the highest commitment of service to all of our clients.

Capabilities

SEMCO is experienced and capable of providing construction services for any upcoming City of Lake Wales projects.

a. Organizational Structure

SEMCO is a family-owned company. Carl E. Locke, Sr., CEO, founded the company. Carl's sons, Carl E. Locke, Jr. and Shane D. Locke, are President and Treasurer, respectively.

b. Staff and Capabilities

Management:

Jennifer Hall, Executive Vice President and Contract Administrator
Mac McMillen, Executive Vice President and Operations Manager

Support Staff:

Steve Anderson, Project Estimator and Project Manager
Jason Rice, Project Estimator and Project Manager
Don Scott, Project Manager
Mike Pilkenton, Project Manager and Superintendent
Jason Nettles, Project Superintendent

c. Management Location

SEMCO's primary office is located at 205 Century Blvd, Bartow, FL, 33830.

SEMCO has held Continuing Contracts with various entities for over 20 years, completing many projects in both the private, commercial, and public sectors. We currently hold a Continuing Contract for Construction Services with the City of Lakeland, Polk County BOCC, Polk County Public Schools, School District of Osceola County, Orange County Public Schools, Hillsborough County Public Schools, and Florida Polytechnic University. We held a Continuing Contract for Construction Services with the City of Lake Wales during the last contract cycle.

Our highly trained managers, staff, crews, and subcontractors will work together to bring all projects under this contract to completion on time and within budget to the complete satisfaction of the City of Lake Wales.

Licenses and Certificates

SEMCO is a State of Florida Licensed General Contractor #CG C040492. Copy of license is attached.

SERVICES

City of Lake Wales
RFP 21-494
General/Building Contractor Services
Description of Services

Providing quality Construction services requires a partnership between the owner, A/E and General Contractor. SEMCO Construction, Inc. has a "tried and true" approach and program for implementing and carrying-out Construction services. Our services to the Owner begin as early as Pre-Design, and continue on through the Warranty period. Our task management approach ensures quality assurance, cost control, and effective reporting to the Owner's Representative and Project Management Team.

We have excellent information management systems, document control, records management, procurement procedures, and innovative ways to stimulate bidding and engagement of local contractors. Our project status reporting and project administrative services provide the Owner with excellent documentation throughout the course of the project.

Detailed below are specific Construction services we can provide to the City of Lake Wales:

A. Pre-design activities, such as reviewing design criteria package and providing a preliminary budget
B. Design Phase activities, such as attending all project-related meetings, reviewing design documents for constructability, updating cost estimates and project schedule
C. Bid and Award Phase activities, such as maintaining a list of potential suppliers and subcontractors, solicit bids, prepare and issue bid packages, monitor and review all addenda, secure contracts and subcontracts, and secure bonding for project
D. Construction Phase activities, such as conducting pre-construction conference, record and revise all submittals and shop drawings, coordinate inspection of all work and tests as required, maintain as-built documents, make recommendations for correction of any non-conforming or substandard work, and coordinate installation of any owner-provided equipment
E. Warranty and Close-out Phase activities, such as providing closeout manuals and documentation, and assisting Owner with move-in and set-up

205 Century Blvd, Bartow, FL 33830-7705
(863) 533-7193 Fax (863) 533-3376
www.semcoconstruction.com
License CGC040492

REFERENCES

City of Lake Wales
RFP 21-494
General/Building Contractor Services
References

City of Lake Wales
James Slaton, City Manager
jslaton@lakewalesfl.gov

City of Fort Meade
Jackie Cannon, Facilities and Operations
jcannon@cityoffortmead.com

City of Davenport
Jerry "JT" Torrance
jtorrance@mydavenport.org

Polk County BOCC
Steve McMillan, Architectural Services
stevemcmillan@polk-county.net

Florida Fish & Wildlife Commission
David Goree
david.goree@myfwc.com

Hillsborough County Sheriff's Office
Al Cordova
acordova@teamhcso.com

CONTACT INFORMATION

City of Lake Wales
RFP 21-494
General/Building Contractor Services
Contact Information

SEMCO Construction, Inc.
Jennifer Hall – Executive Vice President
205 Century Blvd.
Bartow, FL 33830
863-533-7193
863-533-3376
jhall@semco.cc or bids@semco.cc



SEMCO

CONSTRUCTION, INC.

TRADITIONAL FOUNDATION. VISIONARY BUILDING.

205 Century Blvd., Bartow, FL 33830
863-533-7193 Office
863-533-3376 Fax
www.semcoconstruction.com

RESOLUTION R-2026-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, LAKE HAMILTON, POLK COUNTY, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN OF LAKE HAMILTON FOR FISCAL YEAR 2025-2026; DELINEATING AN AMENDMENT TO THE EXPENDITURES BY DEPARTMENT OF ACTIVITY; REPEALING ALL PROVISIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after a duly noticed meeting of the Town Council of the Town of Lake Hamilton, Florida, the 2025-2026 budget amendment was presented to the people of the Town of Lake Hamilton on April 14, 2026; and

WHEREAS, public comments and input were considered by the Town Council in approving the attached budget amendment.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

SECTION 1.
The attached General Fund budget amendment request in "Exhibit A" for the Town of Lake Hamilton is hereby adopted and incorporated by reference.

SECTION 2.
The sums of money delineated therein, or as much as may be authorized by law, or as may be needed or deemed necessary to defray the expenses and liabilities of the Town are herein confirmed, ratified, and appropriated for the corporate purposes and objects of said Town herein specified.

SECTION 4. CONFLICTS.
All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. SEVERABILITY.
If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 6. EFFECTIVE DATE.
This Resolution shall take effect upon its approval and adoption by the Town Council.

INTRODUCED and PASSED at the regular meeting of the Town Council of Lake Hamilton, Florida, held this 14th day April 2026.

TOWN OF LAKE HAMILTON, FLORIDA

PHYLLIS HALL, MAYOR

ATTEST:

JACQUELINE BORJA, TOWN CLERK

Approved as to form:

ANTHONY SABATINI. TOWN ATTORNEY

Record of Vote	Yes	No
Roberson		
Mathis		
Demanche		
Hall		

CONSTRUCTION AGREEMENT

General/Building Contractor Services Lake Wales, Florida

This Agreement is made this 6 day of January 2021 by and between the City of Lake Wales, a Florida municipal corporation with offices located at 201 Central Avenue W Lake Wales, Florida, 33853 (the "City") and SEMCO Construction, Inc., a Florida Corporation, with offices located at 205 Century Blvd, , Bartow, FL 33830 (the "Contractor").

1. SCOPE OF WORK

Contractor shall perform all necessary construction services, shall procure, order and furnish all of the required materials, labor and equipment, and shall construct, install and complete all of the work called for and described in the Request for Proposal, and other descriptive data contained or referred to for the General/Building Contractor Services, RFP# 21-494, "Scope of Work", attached hereto and made a part of this Agreement (all hereinafter referred to as the "Contract").

2. WORK CONDITIONS

Contractor represents that it has received and has had an opportunity to examine copies of the Request for Proposals and other descriptive data and has fully acquainted itself with all of the conditions relevant to the work to be performed, and the site of the work, and assumes the risk of any variances between the actual conditions relevant to the work and the same as shown or represented in the invitation to bid document; that it has made all investigations essential to a full understanding of the difficulties which may be encountered in performing the work, and bases its conclusions to execute this Contract on such investigation, independent of any other information prepared or furnished by the City or others; and Contractor will satisfactorily complete the work in accordance with the provisions of this Contract] and will assume full and complete responsibility for such conditions relevant to the work, the site of the work, and all risks in connection therewith.

3. TIME OF COMPLETION

TIME IS OF THE ESSENCE Contractor will start the work when notified by the City and shall complete the work in accordance with the Contract.

4. TERM & PRICING

This contract shall commence for a period beginning on the date of approval of the City Commission and end on September 30, 2024 with the option to renew for Two (2), One-year terms. The performance of the City of Lake Wales and its obligation to pay under this contract is contingent upon annual appropriation by the City Commission of Lake Wales.

5. PAYMENTS

.A. Contractor shall submit an invoice for the cost of work completed as of the date of completion of the installation and final approval of the City. All invoices shall describe, in detail, all work performed.

B. Any payment due hereunder may be withheld by City upon evidence of default by Contractor in the performance of its obligations. Upon completion of the work and the acceptance in writing thereof by the City, the final payment due Contractor will be paid by City to Contractor within forty-five (45) days after receipt of the invoice. Any payment made hereunder, prior to acceptance of the entire project, will not be construed as evidence of acceptance of any part of the work. Contractor's acceptance of final payment will constitute a waiver of all claims.

6. CHANGES

The City may, at any time by a written change order, make changes in the work and/ or the Exhibits, omit certain work and/or require additional work to be performed by Contractor. If such changes, additions, or omissions cause an increase or decrease in the amount or character of the work performed hereunder, then an equitable adjustment of the Contract Price and to the time of completion shall be agreed upon by City and Contractor and incorporated in an amendment to this Contract. Contractor agrees to make no change, addition or omission in the work without prior written direction from the City,

7. MATERIALS, EMPLOYEES AND SUBCONTRACTORS

A. All materials shall be new and both workmanship and materials shall be of good quality. Contractor shall, if required by City, furnish samples or other satisfactory evidence as to the kind and quality of materials as directed by the City, and all materials thereafter furnished by Contractor shall be in strict accord with such approved samples.

B. Contractor is an independent contractor and will employ only competent, careful, orderly and fully trained persons and, shall at all times enforce strict discipline and good order among its employees and subcontractors. Upon notification by Buyer that the conduct of any person employed by Contractor or a subcontractor is unsatisfactory to Buyer, Contractor will immediately remove such person from the work.

8. PERMITS AND REGULATIONS

A. Before commencing the performance of any work, Contractor shall procure all necessary building permits for the erection of permanent structures, all other permits and licenses as may be necessary, and before and during the progress of work under this Contract, give all notices and comply with all laws, ordinances, codes, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental authority, including the City, relating to the performance of work under this Contract.

B. Contractor agrees to indemnify City from liability or penalty which may be imposed by reason of an asserted violation of such laws, ordinances, codes, rules or regulations. On completion of the work, Contractor will submit original Certificates of Inspection and Acceptance and of Occupancy.

9. SAFETY

Contractor agrees to protect its own employees and work and its subcontractors work and be responsible under all circumstances for their condition until City's acceptance of the entire project and to protect adjacent property from injury arising out of such work. Contractor agrees to abide by and observe all standards and regulations of the Occupational Safety and Health

Administration which are applicable to the work performed. Contractor recognizes the work may involve exposure to toxic and other hazardous substances and use of potentially dangerous equipment requiring high knowledge and skill levels to operate safely.

10. TITLE TO THE WORK

The title to all work completed or in the course of construction or installation at the site and of all materials and equipment on account of which any payment has been made by the City to Contractor, shall be in the City; provided, however, nothing in this paragraph shall be construed as affecting the City's right of accepting or rejecting the work in accordance with this Contract. Title to and risk of loss of all other materials, equipment and tools delivered to the site shall be and remain in the Contractor or its subcontractors.

11. INSPECTION AND ACCEPTANCE

A.The City shall have access to and the right to inspect all material, equipment and work in the course of construction. The City shall have the right to reject defective material, equipment and workmanship, and rejected workmanship shall be satisfactorily replaced with acceptable material and equipment.

B. Final acceptance by the City shall be made as promptly as practicable after completion and inspection of all work required hereunder. Acceptance shall be final and conclusive except as regards latent defects, fraud or gross mistakes or with respect to City's right under the paragraph entitled 'Warranty."

C. Final acceptance shall be evidenced by City's certification to the Contractor that all work has been completed, inspected and accepted by the City.

12. WARRANTY

A. Contractor warrants that the work to be performed hereunder, and the materials and equipment to be furnished shall be free from all defects in equipment, material, design or workmanship, shall meet all requirements of this Contract, and shall be suitable for the purpose intended for a period of one (1) year from the date of the City's acceptance of the work, unless a longer period is provided for by Contractor. During the warranty period, Contractor hereby:

(1) indemnifies and holds harmless the City from and against all loss or damage arising out of or in connection with any such defects, and

(2) agrees on notice from the City to Contractor promptly to remedy and cure any such defect at the sole cost and expense of Contractor as set forth below,

B. Upon discovery of any defect within the warranty period provided, the following conditions shall apply:

(1) the City shall furnish written notice to the Contractor of the item or work involved;

(2) within ten (10) days after receipt by the Contractor of City's notice, Contractor shall provide the following information in writing to the City:

a. acknowledgement of the notification given by the City of the defect;

b. the corrective action to be taken by the Contractor to remedy the defect;

c. disposition instructions regarding the defective item or work;

d. the date that the defective items or work shall be repaired or replaced as required or, with the advance approval of the City, a proposed price reduction to this Contract for the City's consideration.

C. In addition to other rights and remedies provided in this paragraph, all subcontractors', manufacturers' and suppliers' warranties, express or implied, applicable to any material, equipment, property and services furnished under this Contract shall be enforced by the Contractor for the benefit of the City and survive acceptance and payment.

D. Whether goods are being sold, leased or rented, or services are being performed hereunder, the parties have all rights, duties and remedies provided by the Uniform Commercial Code, including inspection, rejection, revocation of acceptance and all implied and express warranties.

13. INSURANCE

A. During the term of this Agreement and at all times that Contractor performs services for City, Contractor shall, at its sole cost and expense, procure and maintain insurance policies from a licensed carrier per the requirements outlined in RFP#16423.

B. Certificates of Insurance evidencing the required coverage and limits shall be furnished to City before any Work is commenced hereunder and shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to the City. Certificates of such insurance shall name City as Additional Insured on such policies. The certificates of insurance should also state specifically that the indemnity contained in this Agreement is covered.

C. Contractor shall require that each subcontractor provide and maintain at all times during the term of this Agreement insurance equivalent to that which is required of Contractor.

14. INDEMNIFICATION

Contractor shall defend, indemnify and save City, its elected and appointed officials, directors, employees, agents and representatives harmless from and against all liabilities, claims, costs, damages and expenses (including attorneys' fees) for personal injuries, death or property damage (including theft) to the extent arising out of or in connection with:

(1) The negligence or intentional act or omission of Contractor, its employees, agents, representatives and subcontractors; or

(2) Contractor's breach of this Agreement; or

(3) Labor, materials, services, or supplies furnished by subcontractors or suppliers of Contractor and from all related liens, including without limitation, laborer's, materialmen's or mechanics' liens.

15. BONDS

If required by City, the Contractor shall furnish performance and payment bonds in form and amount satisfactory to City, Contractor represents that the Contract Price does not include any amount for the cost of performance or payment bonds.

16. PLANS AND SPECIFICATIONS; CITY EQUIPMENT AND DOCUMENTS

A. All plans and specifications drawn by Contractor shall be submitted to the City for written approval prior to commencement of work or procurement of materials. Copies of such plans and specifications shall be furnished to City, and all designs, specifications, improvements, inventions and all rights pertaining thereto, developed in the course of performance of this Contract, shall be promptly disclosed to, and shall become the sole and exclusive property of the City.

B. All drawings, specifications, plans and other documents, whether tracings or originals, furnished by City to Contractor shall remain the property of City, and Contractor shall make no copies or use of such drawings, specifications, plans or documents except in performance of the Work under this Contract. All such documents shall be returned to the City upon completion or termination of this Contract Contractor and its subcontractors will treat as confidential all City information, including plans, policies, requirements, financial and employment activities, specifications, drawings, blueprints and documents.

C. The use of any City equipment, rigging, blocking, hoist, or scaffolding by Contractor or a subcontractor, given, lent or rented will be under the distinct understanding that its uses it at its own risk and takes it "as is". Contractor will satisfy itself by examination as to its condition, assumes all responsibility therefor, and shall save City harmless from all claims and damages due to its use.

17. COMPLIANCE WITH ENVIRONMENTAL PROCEDURES

A.If, during the course of the work, Contractor encounters or becomes aware of any environmentally related issues, including the following, then Contractor shall immediately notify the

(1) the release or substantial threat of release of a hazardous substance;

(2) the discovery of materials or substances of unknown origin on or under the premises;

(3) the discovery of any underground storage tank.

B. Contractor shall not take any action in respect of such environmentally related issue without first obtaining the written authorization of the City.

c. Contractor shall indemnify and hold harmless the City from every claim, damage, loss, liability, action, complaint or suit for bodily injury, sickness, disease or death or damage to property arising out of any breach of its obligations to comply with the foregoing procedures.

18. TERMINATION FOR CONVENENCE

A. Notice of Termination. City shall have the right to terminate this Agreement at any time, in whole or in part, for its convenience. Such termination shall be effected by delivery from City to Contractor of a written notice of termination specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination shall become effective. In the event of such termination, Contractor will, to the extent directed: stop work immediately; place no further orders or subcontracts for materials, labor, services or facilities; unless otherwise specified, terminate all subcontractors and orders to the extent that they relate to work terminated; complete the performance of the work not terminated; and take such other actions as may be necessary or requested by the City for the protection of the terminated work.

B. Submission of Termination Claim. After receipt of a notice of termination, Contractor shall submit to the City its termination claim, in the form prescribed by the City. If the entire Contract is terminated, such claim shall be submitted not later than 15 days from the effective date of termination and shall be based on the percentage of the completion of the work performed. Upon failure of the Contractor to submit its termination claim within the time allowed, the City may determine the amount, if any, due to the contractor with respect to the termination, and such determination shall be final.

c. Payment of Termination Claim. Subject to subparagraph (B) above, Contractor and the City may agree upon the whole or any part of the amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this provision, which amount may include a reasonable allowance for profit on work performed. However, such agreed amount shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated.

D. Audit of Termination Costs. For purposes of this paragraph, the amounts of the payments to be made by the City to the Contractor shall be based upon verification and/or audit by a certified public accounting firm designated by the City of the Contractors actual allocable costs stated in Contractor's termination claim. Contractor shall make available to said accounting firm, at reasonable times at the office of the Contractor, accounting records relating to the work terminated hereunder.

c. In the event of termination of this Agreement for any reason, City will not be liable to Contractor for indirect, incidental or consequential damages, including loss of profits, whether under breach of contract, tort or any other theory.

19. TERMINATION FOR CAUSE

A. If, in the opinion of City, Contractor should so fail to make progress as to endanger performance of this Agreement in accordance with its terms, or if Contractor's work is inadequate, or if it should fail to make prompt payment to subcontractors or for material or labor, or violate any laws, ordinances or regulations, or otherwise violate any provision of this Agreement, or if Contractor becomes insolvent or a petition under any bankruptcy act is filed by or against the Contractor, then City may} without prejudice to any other right or remedy,

terminate this Agreement in whole or in part upon written notice to Contractor and proceed to complete or cause the work to be completed.

B. If fixed and agreed liquidated damages are provided for in the Contract and if the City so terminates the Contractors right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any excess costs incurred by the City in completing the work.

C. The rights and remedies of the City provided in this paragraph are in addition to any other rights and remedies provided by Caw or under this Contract.

20. CLEANING UP

Contractor shall at all times keep the site of the work free from accumulations of waste material or rubbish caused by its employees and subcontractors or the work. At the completion of the work, Contractor shall remove from the site all rubbish, implements and materials and leave the site in broom clean condition.

21. SUBCONTRACTORS

Within days after the award of any subcontract in excess One Dollar ($1 00) by the Contractor, the Contractor shall deliver to the City a statement setting forth the name and address of the subcontractor and a summary description and the cost of the work subcontracted.

22. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall have a competent foreman or superintendent, satisfactory to the City, on the work site at all times during the performance of the work. Said foreman or superintendent shall have the authority to act for the Contractor.

23, SET OFFS

Contractor agrees that City shall have the right to set off any amounts which may become payable by City to Contractor under this Agreement or any other transaction with Contractor, any amounts which Contractor may owe to City, whether arising under this Agreement or otherwise.

24. GENERAL

A. Governing Law. This Contract shall be governed and construed in accordance with the Laws of the State of Florida.

B.Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and shall supersede all prior oral and written understandings, agreements and proposals. No modification of this Contract shall be valid unless made in writing, referring to this Contract, and executed by City and Contractor.

c. Independent Agent. Contractor, in performance of the Work under this Contract, is acting as an independent agent and shall have the exclusive control of the manner and means of performing the work. Personnel and subcontractors supplied by Contractor hereunder are not City's employees, agents or representatives, and Contractor assumes full responsibility for their acts.

D. Work Rules. Contractors employees, agents and subcontractors shall observe the working hours, working rules, holiday schedules and policies of City while working on City's premises.

E. Assignment. This Contract shall be binding upon the parties respective successors and permitted assigns. Contractor may not assign this Contract or any of its rights or obligations hereunder without the prior written consent of City, and any such attempted assignment shall be void. Furthermore, no work to be performed on behalf of Contractor hereunder shall be subcontracted to or performed on behalf of Contractor in an amount exceeding One Dollar ($1.00) by any third party, except upon written permission of City. Contractor agrees that any assignment hereunder shall not relieve Contractor of its obligations hereunder,

F. Notices. Any notices or communication under this Contract shaft be in writing and shall be personally delivered or sent by certified or registered mail return receipt requested or by confirmed facsimile transmission to the party receiving such communication at the address specified below or such other address as either party may in the future specify to the other party.

To City: City of Lake Wales
P.O. Box 1320
Lake Wales, FL 33859-1320

To Contractor: SEMCO Construction, Inc.
205 Century Blvd.
Bartow, FL 33830

G. Waiver. A failure of either party to exercise any right provided herein, shall not be deemed to be a waiver of any right hereunder.

H. Compliance with Laws. Contractor's employees, agents and subcontractors shall comply with all applicable U.S., state and local laws and regulations and union work rules in its performance of its obligations hereunder.

I.Public Records. Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:

(I) Keep and maintain public records required by the public agency to perform the service.

(2) Upon request from the public agency's custodian of public records, the Contractor shall 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 }aw.

(3) The Contractor shall 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 public agency.

(4) The Contractor shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency 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 public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public in a format that is compatible with the information technology systems of the public agency.

(5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency- If the public agency does not possess the requested records, the public agency shall immediately notify the Seller of the request, and the Seller must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(6) If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(7) A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

(8) If a civil action is filed against a Seller to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

(a) The court determines that the Contractor unlawfully refused to comply with the Precords request within a reasonable time; and

(b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Seller has not complied with the request, to the public agency and to the Seller.

(9) A notice complies with subparagraph (8)b if it is sent to the public agency's custodian of public records and to the Seller at the Seller's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Lake Wales
Attn: Jennifer Nanek
201 W. Central Ave
Lake Wales, FL 33853
843-678-4182 ext. 270
jnanek@lakewalesfl.gov

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

City of Lake Wales	SEMCO CONSTUCTION, Inc.
By: _____	By: _____
James Slaton	JENNIFER HALL
Printed Name	Printed Name EXECUTIVE VICE PRESIDENT
Title: City Manager	Title: _____
Date: 1/6/22	Date: 1-6-22

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY

This Agreement to Piggyback a Contract for Services Bid by Another Governmental Entity (the "Agreement") is made as of _____, 2026, by and between SEMCO Construction, Inc., a Florida corporation ("Contractor"), and the Town of Lake Hamilton, Florida, a municipal corporation ("Town").

RECITALS

WHEREAS, Contractor entered into a Construction Agreement for General/Building Contractor Services with the City of Lake Wales dated October 1, 2025 (the "Original Contract"), procured pursuant to Section 287.057, Florida Statutes; and

WHEREAS, the Town desires to utilize said competitively procured contract pursuant to Florida law; and

WHEREAS, the Town desires to "piggyback" onto the above referenced Contract between the Contractor and the City of Lake Wales for utilization of the same or similar General / Building Contractor services for construction of a pre-engineered metal building (the "Work") and the Contractor consents to the aforesaid "piggybacking"; and

WHEREAS, Contractor agrees to provide services to the Town under the terms set forth herein.

NOW THEREFORE, having found it to be in the public interest, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.

2. Incorporation of Original Contract. The Original Contract is incorporated by reference; however, in the event of any conflict, this Agreement shall control. The Contractor affirms and ratifies the terms and conditions of the Original Contract with the City of Lake Wales and agrees to perform the services set forth therein for the Town in accordance with the terms of said Contract until the Work is completed. Contractor further agrees that for the purposes of interpretation and enforcement of the subject Contract, the term "Town of Lake Hamilton" shall be substituted for the term "City of Lake Wales" throughout the Contract.

The Town enters this Agreement pursuant to a cooperative purchasing or "piggyback" method permitted under applicable procurement laws and policies of the

Town. SEMCO confirms that the pricing, terms, and conditions available under the Original Contract are available to the Town to the extent incorporated herein.

3. Scope. Contractor shall provide all services, labor, materials, and equipment necessary for the Work as set forth in the proposal attached hereto as Exhibit "A" (the "Proposal"), which is hereby incorporated and made a part of this Agreement.

Any changes to the scope, deliverables, or schedule shall be in writing and executed by authorized representatives of both Parties. If the Original Contract includes a change order process, such process is incorporated and adapted for the Town, provided that change orders will reference this Agreement and Exhibit "A".

The Town may issue Purchase Orders or Task Orders referencing this Agreement and Exhibit "A". In the event of conflict between a Town-issued order and this Agreement, this Agreement governs unless otherwise expressly agreed in writing. Time is of the essence with respect to Contractor's obligations.

4. Term. The term of this Agreement shall commence on the Effective Date and continue through completion of the Work unless earlier terminated as provided in this Agreement.

5. Pricing, Compensation, and Invoicing. The Town shall compensate Contractor in accordance with the pricing, rate schedules, and discount structures provided under the Original Contract, as may be adapted for the Town. Where the Original Contract includes price adjustment mechanisms, such mechanisms shall apply subject to any Town-specific adjustments.

Contractor shall invoice the Town in accordance with the invoicing procedures in the Original Contract, as adapted to the Town's accounts payable requirements. Invoices shall identify the Agreement/Work, Purchase Order number (if applicable), line-item detail consistent with Exhibit "A", and applicable sales/use taxes.

The Town's obligations under this Agreement are contingent upon lawful annual appropriation of sufficient funds. If funds are not appropriated, the Town may terminate this Agreement without penalty upon written notice, effective at the end of the then-current funding period.

6. Standards of Performance; Personnel; Safety. Contractor shall perform the work in a professional and workmanlike manner, consistent with industry standards and the Original Contract. Contractor shall provide qualified personnel and shall be responsible for its employees, agents, and approved subcontractors. Any subcontracting shall comply with the Original Contract requirements and any Town restrictions. Contractor remains

responsible for all subcontractor performance. Contractor shall comply with all site-specific rules and applicable safety policies and security requirements.

7. Compliance; Licenses; Permits Legal Compliance. Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Agreement. Contractor shall obtain and maintain all required licenses and permits necessary to perform the Work. Contractor shall comply with E-Verify, public records, and other municipal procurement compliance obligations to the extent required by law and as reflected in the Original Contract, adapted for the Town, and as reflected in this Agreement.

8. Warranties; Remedies. Any warranties provided under the Original Contract are incorporated herein by reference and shall apply to the services furnished to the Town. Remedies available under the Original Contract are incorporated herein, subject to the limitations and adaptations in this Agreement and applicable law.

9. Insurance and Indemnification. Contractor shall maintain insurance coverage at levels not less than those required under the Original Contract. Certificates of insurance and endorsements naming the Town as an additional insured (where applicable) shall be provided prior to commencement. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town, its officials, employees, and agents from any claims, damages, losses, or expenses arising out of Contractor's work.

10. Termination. The Town may terminate this Agreement at any time for convenience or cause without penalty. Either Party may terminate for cause upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within ten (10) days after receiving notice in writing of such breach. The Town may suspend performance for its convenience or for safety, legal, or funding reasons upon written notice to Contractor.

10. Public Records. Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. To the extent required, Contractor shall retain and produce records related to this Agreement upon request, and shall transfer records to the Town upon termination.

IF 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 TOWN'S CUSTODIAN OF PUBLIC RECORDS AT:

Town of Lake Hamilton
Attn: City Clerk
100 Smith Ave
Lake Hamilton, FL 33851 (863) 439-1910 ext 110
Jborja@townoflakehamilton.com

11. Notices. All notices shall be in writing and delivered by hand, certified mail, or nationally recognized overnight courier to the following addresses, or as otherwise updated by written notice:

To the Town:

Town of Lake Hamilton
Attn: Brittney Sandoval, Town Manager
100 Smith Ave
Lake Hamilton, FL 33851
BSandoval@townoflakehamilton.com
With Copy to:

Anthony Sabatini, Town Attorney
Sabatini Law Firm, P.A.
1601 E. 1st Ave.
Mount Dora, FL 32757
anthony@sabatinilegal.com

To Contractor:

SEMCO Construction Inc.
Attn: Carl E. Locke, Jr, President
205 Century Blvd.
Bartow, FL 33830
Email: _____

12. Governing Law. This Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Polk County.

13. Entire Agreement. This Agreement, including its exhibits and the incorporated Original Contract, constitutes the entire agreement between the Parties and supersedes prior discussions related to the subject matter. Amendments must be in a writing signed by authorized representatives of both Parties. This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original.

(Signatures on Following Page)

SIGNATURES

SEMCO Construction, Inc.

By: _____

Carl E. Locke, Jr, President

TOWN OF LAKE HAMILTON

By: _____

Phyllis Hall, Mayor

PRE-ENGINEERED METAL BUILDING PROPOSAL

January 15, 2026

Quote #: 26072

Jerry Torrance
Town of Lake Hamilton
100 Smith Ave
Lake Hamilton, FL 33851
jtorrance@townoflakehamilton.com

SEMCO Construction, Inc. is pleased to submit our quote for the following building at the Lake Hamilton Water Plant.

QUANTITY: (1)
SIZE: 35'W x 60'L x 16'HS – Single Slope
FRAME TYPE: WWF – Single Slope – 16'0'' High Side
DESIGN LOADS: FBC 2023
BAY SPACING: (3)EA @ 20' 0''

This building will be furnished to specifically include the following, unless otherwise specified:

1. Structural drawings provided with the seal of a professional engineer/architect registered in the State of Florida. The drawings will be complete for acquiring necessary permits. Drawlings to include – Concrete Foundation & PEMB only.
2. A steel frame of standard pre-engineered metal building design, with both end walls of rigid frame construction.
3. Roof covering of 26-gauge steel panels, unpainted Galvalume. All exterior metal flashing and trim to be coated per standard manufacturer's colors.

	COLOR	STYLE
ROOF PANELS:	Galvalume	Super Span X
TRIM:	Standard Color	Shadow Trim
WALL PANELS:	No Wall Panels	

4. Color selection for trim is to be made when the approval drawings are issued.
5. Erection of building.
6. Gutters and downspouts.
7. Concrete foundation will be (8)EA column pads with anchor bolts, #5 rebar matts and 3000psi concrete. No concrete slab is figured.
8. Demolition of existing concrete for the installation of the (8)EA column pads in #7 above. No other demolition is included.

CLARIFICATIONS:

1. This quote does not include any cost for paving, mechanical, sitework, electrical or design for SWFWMD. The drawings will have engineering seals on foundation and metal building only.
2. The cost for permitting is not part of this quote. Due to the ever-changing nature of permitting costs, our standard procedure is to acquire the permits and to bill the owner directly for these costs. Once permits are acquired SEMCO will bill owner for direct cost of permit fees.

3. Engineering to include signed and sealed drawing for permitting will only be for the concrete foundation and pre-engineered metal building.

4. No Engineering or design for:
    i. Civil/Site (SWFWMD/DEP/CITY/COUNTY)
    ii. Architecture
    iii. Plumbing
    iv. Mechanical
    v. Electrical
5. No cost for construction of any items as indicated in #4 above.
6. Exact site location on water plant property is unknown and could affect pricing due to unknown building site preparation.
7. No concrete slab is figured - only column pads for PEMB frame system. Existing concrete to be demolished at column pad locations only.

TOTAL BASE QUOTE: $162,307.50

Breakout of Costs

Labor		Rate	Hours		Total	Subtotal
Project Estimator	$	65.00	10	$	650.00	
Supervisor/Foreman	$	47.00	340	$	15,980.00	
Tradesman	$	37.00	775	$	28,675.00	
Laborer	$	25.00	300	$	7,500.00	
						$ 52,805.00
Material		**Material**	**Markup**		**Total**	
PEMB	$	49,000.00	15%	$	56,350.00	
Concrete	$	20,000.00	15%	$	23,000.00	
Rebar/Anchor bolts	$	7,000.00	15%	$	8,050.00	
Misc (formwork, visqueen, etc)	$	1,000.00	15%	$	1,150.00	
						$ 88,550.00
Equipment		**Equipment**	**Markup**		**Total**	
Jack Hammer/Conc Cutting	$	3,000.00	15%	$	3,450.00	
Excavator	$	5,500.00	15%	$	6,325.00	
Pumper	$	2,000.00	15%	$	2,300.00	
Temp Toilet	$	750.00	15%	$	862.50	
Dumpster	$	500.00	15%	$	575.00	
						$ 13,512.50
Subcontracts		**Subcontract**	**Markup**		**Total**	
Foundation Design	$	1,500.00	20%	$	1,800.00	
Architectural Design	$	3,500.00	20%	$	4,200.00	
Testing	$	1,200.00	20%	$	1,440.00	
						$ 7,440.00
				Grand Total		**$ 162,307.50**

ADD ALTERNATE:
If Performance and Payment Bond required, add $1,800.00

We appreciate the opportunity to quote this and any other future projects. If you have any questions, please do not hesitate to contact me.

Submitted by:
Carl E. Locke, Jr.
President

26072

205 Century Blvd, Bartow, FL 33830-7705
(863) 533-7193 Fax (863) 533-3376
www.semcoconstruction.com
License CGC040492

Town of Lake Hamilton
100 Smith Avenue - P.O. Box 126
Lake Hamilton, Florida 33851
(863) 439-1910
www.townoflakehamilton.com

BUDGET AMENDMENT REQUEST FORM

"FR0M ACCOUNT"		
Account Number	**Current Balance**	**Amount Transfer**
Reserve Funds		$162,307.50

"TO ACCOUNT"		
Account Number	**Amount Transferred**	**New Balance**
Capital Outlay 401-533-631	$162,307.50	N/A

JUSTIFICATION:

The proposed project consists of furnishing and erecting a **pre-engineered metal building (PEMB)** at the Water Treatment Plant to replace an existing awning structure that was damaged during a hurricane event. The original structure sustained significant damage that compromised its structural integrity and protective function.

APPROVALS:

_____

Brittney Sandoval, Town Administrator, *Signature / Date*

_____

Phyllis Hall, Mayor *Signature /Date*

(Request to be placed on Council Consent Agenda for Approval)

Entry Control #_____

Fiscal Year _____

Transaction Date: _____/_____/_____

(For Finance Department Use Only)

_____

Finance Officer's - Signature / Date

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Nancy Oakes, Finance Director

AGENDA ITEM: Consider Awarding RFQ #2026-02 Employee Benefit Insurance Brokerage Services to Brown and Brown.

DATE: April 14, 2026

SUMMARY & RECOMMENDATION: Staff recommends awarding the bid to Brown and Brown, the only company that submitted for consideration. Town has reviewed the documents submitted.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: It is the intent of this Request for Qualifications for Professional Services (RFQ) to hire pre-qualified Employee Benefit Insurance Brokerage Services to provide professional services to the Town of Lake Hamilton.

RECOMMENDATION:

ATTACHMENT(S):
RFQ-2026-2 bid from Brown & Brown.pdf

Town of Lake Hamilton

RFQ#2026-02

Employee Benefit Insurance Brokerage Services

	Section
Identification	1
Contact Information	2
Approach and Understanding of Scope of Services	3
Qualifications and Experience	4
Cost Saving Initiatives	5
Attachments	
Addendum Acknowledgement	A
Acceptance of Proposal Terms and Conditions	B
Drug Free Workplace Certification	C
Conflict of Interest Statement	D
Public Entity Crimes Disclosure	E
Statement of No Proposal	F
Firm Location	G
Sample Benefit Guide	H
Sample Renewal Proposal	I

Section 1: Identification

Identify the responding entity. Specify the type of business submitting the RFQ. (e.g., sole proprietorship, partnership, not-for-profit, corporation, etc.)

On behalf of Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc., we are pleased to submit this response to the Town of Lake Hamilton's Request for Qualifications for Employee Benefit Insurance Brokerage Services. Brown & Brown is a publicly traded company on the New York Stock Exchange under the stock symbol **BRO** and is also a fortunate member of the S&P500 Index.

We understand the Town of Lake Hamilton's objective to engage a qualified and experienced consultant capable of designing, evaluating, negotiating, and administering comprehensive, high-quality, and affordable employee benefit programs for its employees, retirees, and their families. We believe this proposal demonstrates our clear understanding of the TOLH's needs and our ability to serve as a trusted employee benefits consultant and strategic partner.

Founded in 1939 in Daytona Beach, Florida—where our corporate headquarters remain today—Brown & Brown has grown to become one of the largest insurance intermediaries in the world. The firm is ranked as the fifth largest insurance brokerage in the United States and the seventh largest globally, according to *Business Insurance Magazine*. Brown & Brown operates more than 500 offices across 42 states, including over 30 offices in Florida, and employs more than 23,000 professionals worldwide.

Brown & Brown's Employee Benefits Division is among the largest in the nation. This scale provides meaningful advantages to our clients, including preferred pricing, enhanced terms and conditions, and direct access to dedicated carrier teams that streamline service delivery and claim resolution. Despite our national reach, we maintain the responsiveness, accessibility, and client focus of a boutique firm.

Our service model is intentionally structured to support specialized markets, and our Florida Public Sector practice exemplifies this approach. Brown & Brown currently serves more than 230 public entities across the State of Florida, including counties, cities, school districts, and special districts. For decades, our Daytona Beach World Headquarters office has been a trusted advisor to public sector employers throughout the state.

The Brown & Brown team supporting the Town of Lake Hamilton is **exclusively dedicated to Florida's public sector**. As a result, the Town benefits from our deep local expertise, hands-on service model, and proactive approach to anticipating and responding to the evolving needs of public employers and their employees and retirees.

Our employee benefits team provides our many public sector clients with the tools they need to develop and continue successful employee benefits programs including:

- Client-First Concierge Service Approach
- Experience in Presenting Meaningful Information to Boards & Executives
- A Team Made Up of Specialized Marketing, Account Management, and Analytics Teams Overseen by a Lead Consultant
- Extensive Compliance Resources
- Free Employment Counsel On-Demand through our Partnership with Foley & Foley
- Custom Benchmarking Reports
- Population Health & Wellbeing Consulting Overseen by Our Medical Director and Behavioral Health Director

It is our intent to demonstrate our firm's willingness and ability to provide the requested services as outlined in this bid response. Every effort was made to concisely provide all requested information, all required complete forms, and succinctly illustrate our understanding of the required scope of services as well as other services provided by or recommended by Brown & Brown.

If we are awarded Agent of Record for the Town of Lake Hamilton, we reserve the right to negotiate the final terms and conditions of the agreement.

I, Matthew Montgomery, am authorized to negotiate and contractually obligate Brown & Brown. I can be reached at:

300 North Beach Street
Daytona Beach, FL 32114
Email: Matt.Montgomery@bbrown.com | Direct: (386) 239-7245

We are available at the request of the Town of Lake Hamilton to participate in any oral interviews. Please feel free to contact me should you need further clarification of our proposal.

Sincerely,

Matthew Montgomery
Executive Vice President

Section 2: Contact Information

Provide the contact's name, address, telephone number, and email address of the responding entity.

The Project Management team outlined below are assigned to the Town of Lake Hamilton. A short biographical statement is included for each team member, as well.

Name, Title	Business Address	Business Phone	Email Address
Melanie Stegall Employee Benefits Advisor	300 North Beach Street Daytona Beach, FL 32114	(386)239-5779	Melanie.Stegall@bbrown.com
Dani Hochmuth Employee Benefits Specialist	300 North Beach Street Daytona Beach, FL 32114	(386) 333-6089	Dani.Hochumuth@bbrown.com
Tiffany Hill Vice President, Client Services Leader	300 North Beach Street Daytona Beach, FL 32114	(386) 239-5769	Tiffany.Hill@bbrown.com
Morgan Johnson, Senior Marketing Analyst	300 North Beach Street Daytona Beach, FL 32114	(386) 239-8866	Morgan.Johnson@bbrown.com
Matthew Montgomery, Executive Vice President	300 North Beach Street Daytona Beach, FL 32114	(386) 239-7245	Matt.Montgomery@bbrown.com



Melanie Stegall, GBDS, VBS
Employee Benefits Consultant
Phone: (386) 239-5779 | Email: Melanie.Stegall@bbrown.com
300 North Beach Street, Daytona Beach, FL 32114

Melanie Stegall will serve as the employee benefits advisor and consultant assigned as the day-to-day contact for the Town of Lake Hamilton. She will lead all projects, strategy, and deliverables.

She began working at Brown & Brown in 2015 and focuses solely on the public sector employee benefits segment. She consistently focuses on long-term cost containment strategies, compliance, and managing her clients' insurance costs over the long term. She is a very hands-on and proactive consultant and works closely with her clients to establish strategies and initiatives to enhance their benefits programs.

Past projects include:

- Annual renewal negotiations for all clients (medical, dental, vision, life, disability, flexible spending accounts, group Medicare plans, and voluntary benefits)
- Managing RFP process for public sector clients
- Onsite clinic consulting includes RFP process, vendor selection, implementation and ongoing coordination between clinic vendor and health plan
- Working closely with Insurance Committees to establish renewal calendars, and with RFP design and management, vendor selection, and negotiations
- Presentations to Boards, Commissions, and Councils
- Monthly, Quarterly, and Annual claims reviews to include Executive Summaries and recommendations in order to accomplish budgetary goals.
- Coordination with actuary to assist with 112.08, RDS, GASB, and OPEB filings for self-funded public entity clients, when necessary
- Compliance oversight for all clients
- Wellness program design, implementation, and ongoing initiatives
- Transitioning multiple clients from fully insured to self-funded health plans.
- Disability contract analysis to identify potential areas of concern or where improvements could be made based on industry
- Healthcare concierge vendor selection and implementation
- Commitment to the highest level of service to both HR and leadership teams as well as their employees

Melanie earned her bachelor's degree in business management from Kansas State University. She holds such designations as Group Benefits Disability Specialist (GBDS) and Voluntary Benefits Specialist (VBS). Ms. Stegall also holds her State of Florida 2-15 License for Life, Health and Variable Annuities.



Danielle Hochmuth, GBDS, VBS
Employee Benefits Specialist
Phone: (386) 333-6089 | Email: Danielle.Hochmuth@bbrown.com
300 North Beach Street, Daytona Beach, FL 32114

Danielle Hochmuth will serve as the Town of Lake Hamilton's dedicated Employee Benefits Specialist. She will be the day-to-day contact for servicing benefits accounts, settling and tracking claims, settling any billing disputes, corresponding with human resources and directly with employees, retirees and COBRA participants. She is also involved in the marketing process to obtain the best product and pricing for the clients. Ms. Hochmuth will assist the Town in facilitating open enrollment meetings and wellness programs/health fairs, when necessary.

Danielle earned her bachelor's degree in business management from East Stroudsburg University. She holds such designations as Group Benefits Disability Specialist (GBDS), Voluntary Benefits Specialist (VBS). Ms. Hochmuth also holds her State of Florida 2-15 License for Life, Health and Variable Annuities.



Tiffany Hill
Vice President, Client Services Leader
Phone: (386) 281-6846 | Email: Tiffany.Hill@bbrown.com
300 North Beach Street, Daytona Beach, FL 32114

Tiffany Hill leads the Brown & Brown Public Sector Employee Benefits team and has 10 years of experience in both Employee Benefits as well as Human Resources Management and has six years of experience in Training and Development Management in both a union and non-union environment. She manages the team of employee benefits account representatives to ensure that all clients have high-quality customer service experience and is available for any necessary issues requiring further escalation. Ms. Hill acts as a liaison between clients and the insurance carriers to resolve escalated complex service issues that require policy interpretation while strengthening carrier relationships. Tiffany also ensures all Quality Control requirements are met.

In addition, Tiffany has extensive experience in Employee Benefits Compliance, ACA and DOL requirements. She also has experience in:

- Employee Benefits Account Management
- Carrier and Plan Implementation
- Population Health Programming
- Client Communications
- Open Enrollment Planning and Facilitation

Ms. Hill earned a Bachelor of Science from UMass Amherst and holds her Florida 2-15 Life, Health and Variable Annuities.



Morgan Johnson, GBDS, VBS
Senior Marketing Analyst
Phone: (386) 239-8866 | Email: Morgan.Johnson@bbrown.com
300 North Beach Street, Daytona Beach, FL 32114

Morgan Johnson will serve as the Town's dedicated Marketing Analyst. She has advanced knowledge of health insurance markets, products and identifying qualified products and appropriate carrier opportunities to improve benefits programs and manage costs. She is responsible for initiating all marketing services and approaching all markets, as appropriate, on behalf of all clients and prospects. She consistently conducts a full market search for all lines of insurance currently in place for a client, as well as any new lines of coverage requested or required due to risk exposures. She regularly tracks carrier financial status and communicates with Ms. Stegall and Ms. Hochmuth, ensuring clients are notified in advance of any negative change in status. Morgan has over 9 years of Employee Benefits experience.

Morgan earned her Group Benefits Disability Specialist (GBDS) and Voluntary Benefits Specialist (VBS) designations. She holds her State of Florida 2-15 Life, Health and Variable Annuities license.

Past projects include:

- Prepare RFP for benefit coverages, gather the required information to send to carriers
- Release bid to all carriers with detailed information on requirements, answer all questions that may follow
- Review and analyze bids when they come in and prepare formal proposals for presentation
- Negotiate with carriers
- Notify carriers of final decision, order benefit summaries, applications, certificates, and policies
- Term letter to prior carrier(s)
- Review certificates and policies to be sure they are accurate to sold benefits
- Meet with carriers throughout the year to stay up to date with plans, trends, and continued training
- Benchmarking the benefits program offered by local entities of similar size and scope



Matthew Montgomery
Executive Vice President
Phone: (386) 239-7245 | Email: Matt.Montgomery@bbrown.com
300 North Beach Street, Daytona Beach, FL 32114

Matt Montgomery leads the Brown & Brown Public Sector team with almost 20 years of experience in Federal and State Government and more than a decade representing Florida Local Government Property, Casualty and Employee Benefits Programs.

Matt is particularly adept at aiding clients with presentations to executive staff and elected officials in order to achieve programmatic objectives around budget, plan administration, long term vision, and industry trends.

As part of Mr. Montgomery's duties as EVP of Brown & Brown Public Sector, Matt is ultimately responsible for the entire team of professionals, and the service standards and deliverables provided to our governmental clients. His philosophy is to build successful teams, procedures and results around two main themes: **Accountability and Communication**.

Mr. Montgomery earned his bachelor's degree in philosophy from Florida State University. He holds his Florida 2-15 Life, Health and Variable Annuities as well as 2-20 General Lines Agents license.

The teammates listed below will serve as backup personnel assigned for additional support for the Town of Lake Hamilton.

Backup Personnel:	
Morgan Legath	Senior Employee Benefits Specialist
Cyndi Hansen	Employee Benefits Specialist
Erika Treadway	Assistant Marketing Analyst
Sonya Murphy	Employee Benefits Account Specialist

Additional Support:	
Ashley Diaz	Population Health Consultant
Dr. Louise Short, MD, MSC	National Clinical Leader
Dr. Joel Axler, MD	National Behavioral Health Leader

Section 3: Approach and Understanding of Scope of Services

Brown & Brown confirms that we have the ability and willingness to provide the Scope of Services outlined in this RFQ, to the Town of Lake Hamilton.

Scope of Services:	Agree	Disagree
Analyze existing coverage and identify or develop cost/saving alternative benefit strategies and plans.	✓	
Assist in the development and planning of long-range goals and strategies, including making projections of potential savings.	✓	
Advise and assist the TOLH in evaluating and selecting among coverage alternatives provided by the insurance carriers, including the various health plan options offered, deductibles, co-insurance, out-of-pocket expenses, premiums, etc.	✓	
Alert the TOLH of any existing or potential gaps or overlaps in coverage.	✓	
Advise and assist the TOLH in the process, in the event the TOLH determines it is in its best interest to enter new contracts for insurance coverage with different carriers.	✓	
Prepare and distribute benefit packages ensuring that all required information and disclosures are included.	✓	
Organize and conduct annual open enrollment meetings for all eligible employees and provide accurate responses to all employee inquiries.	✓	
Perform an annual analysis of the TOLH's benefit plan in order to contain costs and maximize benefits, report utilization trends for the group.	✓	
Collect and provide benchmarking data to assess the competitiveness of the TOLH's benefit plan as compared to those of similar size municipalities; provide information on the common trends and best practices in employee benefits.	✓	
Provide written updates on new legislation, legal decisions, regulatory changes and administrative requirements impacting on employee benefits and recommend plan of action to ensure compliance.	✓	
Establish relationships with those providers that will most greatly benefit the needs of the TOLH.	✓	
Coordinate Section 125 benefits via third-party administration, if requested by the TOLH.	✓	
Assist with the development and implementation of an employee wellness initiative, to include year-round educational and informational initiatives.	✓	
Promotional materials, carrier on-site presentations, meetings, employee outreach, and other methods that increase employee understanding of how to improve their health, make the best use of their benefits and contain costs.	✓	
Provide professional advice and guidance to ensure compliance with Affordable Care Act (ACA), Health Insurance Portability and Accountability Act (HIPAA), post-employment and other state and federally mandated benefits.	✓	
Provide Consolidated Omnibus Budget Reconciliation Act (COBRA) benefit administration in compliance with federal and local regulations.	✓	
Assist with the resolution of all employee claims, inquiries, complaints, issues, and all employer eligibility and billing disputes.	✓	
Assign a primary contact to the TOLH who will be reasonably available for meetings and conference calls and will promptly respond to inquiries and requests, preferably on the same business day.	✓	

To include, but not limited to:

a. High-quality level of services to be provided

Brown & Brown is committed to delivering timely, reliable, and efficient services to the TOLH. We recognize that when staff and employees contact us with questions or concerns, they expect prompt attention and effective resolution. Accordingly, we guarantee that all client inquiries will receive a response within 24 hours of receipt.

While our team consistently strives to provide same-day responses whenever possible, we also ensure that each matter is handled with the thoroughness it deserves. If a resolution requires additional time for research or coordination, we communicate transparently with the Town to set appropriate expectations and provide regular status updates until the issue is fully resolved. Our goal is to ensure that the Town feels confident that its needs are being addressed promptly, professionally, and with care.

Our commitment to responsiveness is underscored by our dedication to building and sustaining long-term partnerships. We understand that trust is earned through consistent follow-through, clear communication, and accessibility. Whether answering routine questions, addressing complex concerns, or providing timely updates, Brown & Brown strives to function as a seamless extension of the Town's Human Resources department—and a trusted partner in supporting your operational and strategic objectives.

Brown & Brown Consulting Approach

Brown & Brown approaches every client's engagement through a comprehensive, consultative lens. Our tailored methodology enables us to conduct an in-depth review of each organization's employee benefits program and provide objective, data-driven analysis. This approach positions our team to identify opportunities, uncover potential efficiencies, and deliver meaningful recommendations that support and enhance the overall benefits strategy.

We provide consulting across all aspects of employee benefits, including—but not limited to—plan design, claims and billing resolution, alternative funding arrangements, employer/employee contribution modeling, policy language review, development and management of the RFP process, and regulatory compliance.

Ongoing Program Evaluation

We recognize that long-term success of any benefits program requires continuous monitoring and evaluation. Brown & Brown proactively reviews plan utilization, claims experience, if available, and overall program performance on an ongoing basis. This allows us to recommend informed plan design adjustments that drive improved outcomes and cost efficiency based on real-time data.

Our ongoing analysis also helps identify where additional employee education or communication may be needed as part of a holistic cost-containment strategy. We maintain consistent communication with leadership and HR teams to explore additional opportunities to strengthen the benefits program, including wellness initiatives and other cost-saving measures.

Claims Monitoring
Many times, claims data is not readily available for a group similar in size to the TOLH. However, some programs offer more transparency than others. If data is available, Brown & Brown will obtain claims utilization reports and other pertinent data from the Town's insurance carriers to evaluate emerging claims trends and identify any anomalies that may contribute to increased healthcare expenses. Based on our analysis, we will develop and deliver actionable recommendations for the Town's review and consideration. Brown & Brown agrees to review any available claims data with the Town regularly.

Employee Surveys
At the Town's direction, Brown & Brown can develop and administer customized employee surveys to help assess satisfaction with current benefit plan options and vendor performance. These surveys may also include opportunities for employees to provide feedback on additional aspects of the benefits program, such as the open enrollment experience and the plan selection process. All survey content and structure are fully customizable to align with the Town's specific objectives and areas of interest.

Benchmarking
We benchmark the Town's plan performance against regional, industry, and national norms using one of the largest benefits databases in the country. This includes comparisons of plan design, contribution strategy, pharmacy utilization, and wellness engagement. These insights help the Town evaluate competitiveness, equity, and cost-effectiveness.

In addition to our Florida-specific benchmarking capabilities, Brown & Brown leverages powerful national tools to provide clients with a comprehensive view of the benefits landscape:
This tool helps clients like the Town of Lake Hamilton understand how their benefit strategies compare to national trends and where opportunities exist to improve competitiveness and value.

- **Mployer Insights**
  Brown & Brown also provides clients with access to Mployer Insights, the largest benefit design database in the U.S., covering:
  - Over 17,000 employers and 8 million employees
  - Detailed benchmarking across medical, pharmacy, dental, vision, life, disability, leave, and retirement benefits.
  - Custom cohort comparisons by industry, employer size, and geography

For example, a Florida public sector client can compare its plan design, contribution strategy, and ancillary offerings against those of other counties, municipalities, and school districts across the Southeast or nationwide. Mployer Insights also provides employee-prioritization data, identifying which benefits matter most to different demographic groups. This allows employers to align their offerings with the expectations and preferences of their unique workforce.

Together, these tools enable us to deliver benchmarking that is not only statistically robust but also directly relevant to your population and strategic objectives.

Level-Funded Plan Assessment
A level-funded arrangement provides the Town with the structural advantages of a self-funded program while maintaining the financial predictability of a fully insured model. Under this structure, monthly costs remain fixed throughout the plan year, eliminating the risk of additional claims liability or year-end funding shortfalls.

If claims perform more favorably than projected, any surplus claim funds are shared between the carrier and the Town according to the terms of the agreement. This model allows the Town to benefit from positive claims experience while maintaining budget stability and risk protection.

Proprietary Program: Florida Governmental Health Solutions (FGHS)
Brown & Brown partnered with Benecon and UnitedHealthcare to develop a self-funded health insurance solution exclusively for Florida local government entities. Designed for groups with **30–500 enrolled employees**, the Florida Governmental Health Solutions (FGHS) program provides access to competitively priced coverage while preserving the advantages of a self-funded structure and the financial stability of a fully insured funding model—similar to a level-funded arrangement.

The FGHS program offers the following key features:

- **Member-Owned and Governed:** The program is owned and controlled by participating members, ensuring transparency, shared decision-making, and alignment with the interests of Florida public sector employers.
- **Return of Unused Claims Funds:** When claims experience is favorable, **100% of unused claims dollars are returned**, after reconciliation, to the participating entity, creating a direct financial benefit from positive performance.
- **Customizable Plan Designs:** Employers have the flexibility to tailor benefit plan designs to meet the unique needs of their workforce while maintaining cost efficiency.
- **Healthcare Navigation Services:** Participants gain access to enhanced navigation tools that assist employees in understanding and utilizing their benefits more effectively.
- **Elimination of Premium Tax:** The program structure removes the premium tax typically associated with fully insured plans, resulting in immediate cost savings.
- **Reduced PPACA Fees:** Fees under the Affordable Care Act are lower than those applied to fully insured arrangements, further supporting long-term cost containment.
- **Lower Administrative Costs:** Administrative expenses are generally lower than those of comparable fully insured programs, maximizing the value of each healthcare dollar spent.
- **Comprehensive Claims Transparency:** Participants receive detailed claims reporting and analytics, driving greater accountability and enabling informed, data-driven decision-making.

Health & Wellness Fairs
Brown & Brown will partner closely with the Town to support its goals of promoting healthy lifestyles, encouraging preventive care, and empowering employees to make informed, cost-effective decisions regarding their benefits. Our team will provide ongoing education to help employees understand the value of preventive screenings, compare prescription options, choose the most appropriate and cost-efficient sites of care, and fully utilize their available benefits—all of which support lower out-of-pocket costs for employees and improved financial performance for the health plan.

To ensure successful and engaging wellness events, Brown & Brown will coordinate directly with vendors and community partners to secure their participation in the Town's health and wellness fairs. We will work to bring in high-value providers who can offer onsite education, preventive screenings, demonstrations, and wellness-focused resources. In addition, we will collaborate with partners to provide giveaways, prizes, and refreshments to help increase participation and promote positive employee experiences.

Employee education remains a top priority throughout our wellness strategy. We will integrate benefits-utilization guidance directly into the fairs, ensuring employees understand how to access care, where to go for different medical needs, and how to make choices that maximize their benefits. This approach not only enhances employee engagement and understanding but also directly supports the Town's long-term objectives related to cost containment, improved utilization patterns, and overall population health improvement.

Population Health & Wellness Initiatives
Brown & Brown recognizes that employee wellness extends far beyond physical health. True well-being encompasses emotional, financial, and physical dimensions, and our approach is designed to support all three. To maximize value and cost savings for our clients, we continuously evaluate innovative strategies and industry-leading practices that promote holistic wellness. Our goal is to deliver a comprehensive program tailored to the unique needs of the Town's workforce.

We work closely with clients to identify opportunities to enhance existing wellness initiatives. Our team provides strategic recommendations, practical resources, and actionable ideas designed to improve engagement and strengthen program effectiveness. Through a proactive and collaborative approach, Brown & Brown remains committed to supporting the Town's HR team in advancing and sustaining successful, high-impact wellness initiatives.

As part of our service offering, Brown & Brown will negotiate wellness funds, if available, with the Town's carriers. These funds can support a wide range of activities including health fairs, wellness challenges, incentive programs, and educational initiatives. We will partner with Town leadership and HR to review current programs and develop tailored recommendations that reflect the interests, needs, and demographics of the employee population.

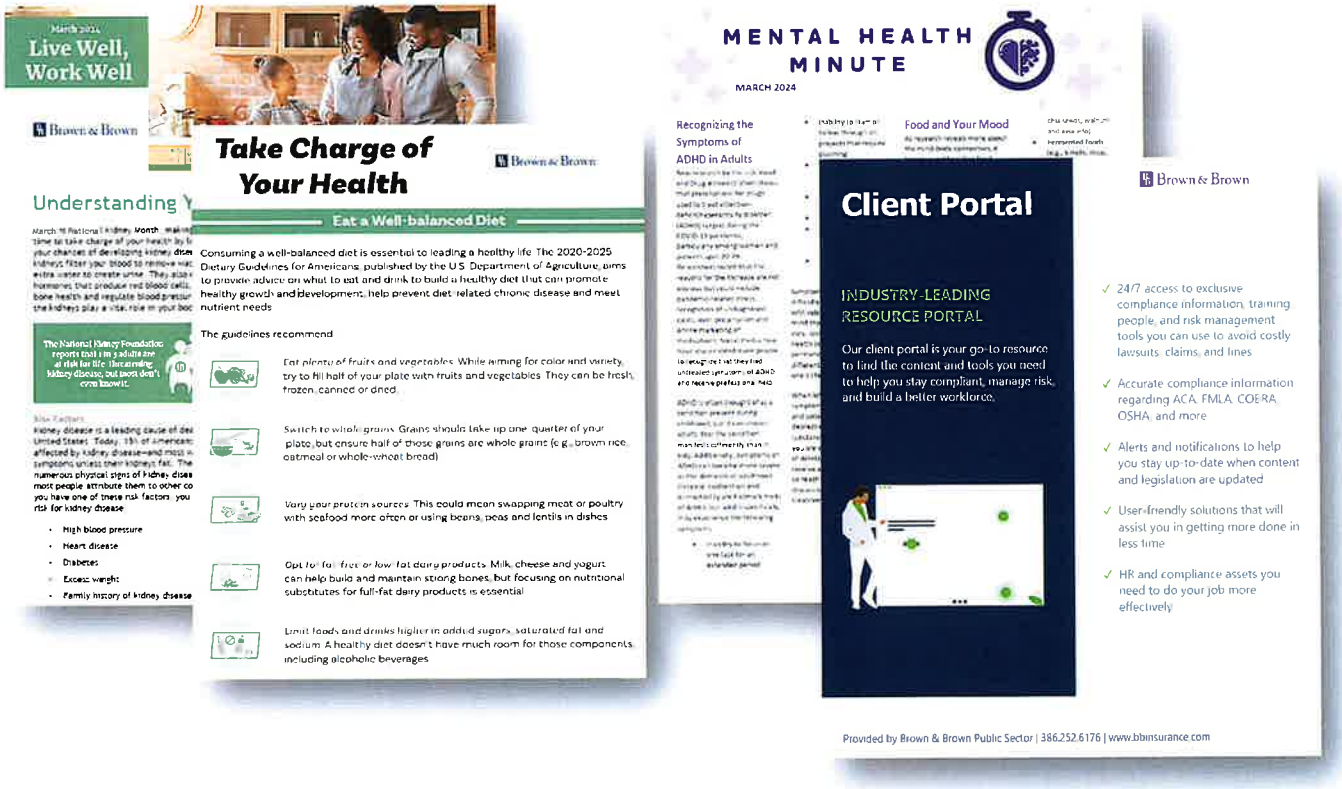
In addition, our team conducts a thorough assessment of the Town's wellness program to help ensure ongoing compliance with applicable regulations such as the Americans with Disabilities Act (ADA), the Affordable Care Act (ACA), and the Health Insurance Portability and Accountability Act (HIPAA). This compliance oversight provides the Town with confidence that its wellness initiatives are both impactful and legally sound, while continuing to promote a culture of health and well-being within the organization.

HR, Compliance and Employee Communications

Brown & Brown provides a comprehensive suite of tools and resources to support our clients' human resources functions and employee communication needs. One of the most valuable of these resources is the Brown & Brown Client Portal—a centralized collection of online HR and benefits tools designed to assist both HR professionals and their employees.

Powered by Zywave, the nation's leading provider of HR and benefits communication technology, the Client Portal offers access to a wide range of resources, including customizable job descriptions, HR forms, compliance guides, and policy templates. These materials help streamline day-to-day HR administration and ensure employers remain informed and compliant.

All of these resources are provided at no additional cost as part of our commitment to delivering value beyond traditional insurance brokerage services. By equipping our clients with these tools, we help them more effectively manage their benefit programs and support employees in achieving their health, wellness, and financial goals.



HR Workplace Services (HRWS)
In addition to our Client Portal, Brown & Brown provides clients with access to HR Workplace Services (HRWS)—a valued partner offering expert HR support at no additional cost.

Through HRWS, clients receive unlimited telephone and email consultations with experienced HR professionals, ensuring timely, reliable guidance on a wide range of HR-related questions. This on-demand access allows you to confidently address day-to-day HR challenges as they arise.

The HRWS online platform (www.myHRWS.com) further strengthens this support by delivering a comprehensive library of resources, including compliance guidance, HR training videos, policy templates, forms, and legislative updates. These tools help HR teams stay informed, compliant, and equipped to manage evolving workplace requirements.

Designed to reduce HR-related stress and administrative burden, HRWS provides compliance strategy, document services, and organizational efficiencies that help minimize risk, fines, and penalties. With nationwide reach and experience across hundreds of industries, HRWS supports everything from complex compliance issues to everyday HR needs—allowing you to focus on running your business while trusted experts handle the backroom details.

Mineral
As a Brown & Brown customer, you'll also gain access to Mineral—a leading HR service. Mineral offers real-time advice from certified HR professionals, a comprehensive compliance toolkit and a database of over 200 industry-specific training courses. Whether you need help with compliance, want to build job descriptions or are looking for on-demand HR support, Mineral provides award-winning resources and proactive news to keep your organization informed and compliant.

Additional Compliance Resources
Brown & Brown's comprehensive compliance resources enable us to keep our clients fully informed of emerging regulations and legislative changes that may impact their Employee Benefits programs. As Employee Benefits compliance has become increasingly complex, employers rely on us to help them navigate evolving requirements and mitigate potential risks. Since the implementation of the Affordable Care Act, we have experienced significant growth in client demand for guidance on compliance with DOL, HIPAA, and GINA regulations, as well as related federal and state mandates. In addition, should Brown & Brown be notified of any breach involving protected information, we will notify the Town as early as appropriate, ideally within 24 hours.

Brown & Brown is committed to ensuring that all compliance-related communications are clear, concise, and directly responsive to the Town's questions and concerns. We understand that timely and accurate guidance is essential for informed decision-making and operational efficiency. Recognizing the complexity that employers face in this area, Brown & Brown has invested substantial resources into developing robust solutions that simplify and streamline compliance oversight. One of our most valuable assets is our Regulatory & Compliance Services Team, which plays a central role in distilling complex regulatory requirements into actionable insights for our clients.

We understand that one of the most critical aspects of our partnership with the Town is our ability to deliver timely, accurate, and relevant information on matters that affect employer operations and benefit plan administration. As your broker and consultant, our value is directly tied to how effectively we support your ongoing compliance and strategic objectives. This need for high-quality guidance continues to grow as the employee benefits landscape seeks more effective and efficient products, tools, and administrative systems.

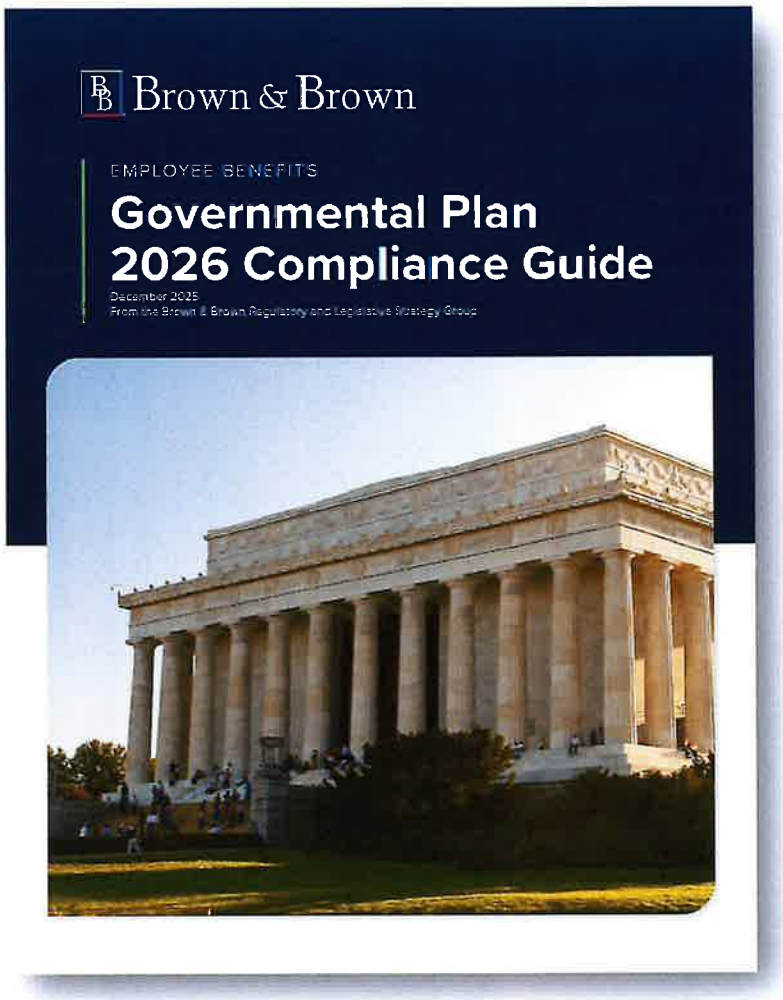
Our Regulatory & Compliance Services Team is composed of experienced attorneys who work closely with our consulting teams to provide authoritative, timely information. This collaborative approach ensures that the Town receives well-vetted, accurate guidance to support compliance efforts and informed decision-making.

In addition to our internal expertise, Brown & Brown maintains a strategic partnership with Miller Johnson, P.A., a nationally respected ERISA and Employee Benefits compliance law firm. Through this partnership, Miller Johnson is retained specifically to provide timely legal guidance on emerging regulations and to address compliance-related questions as they arise. When clients present benefit-related legal inquiries, our team consults directly with the attorneys at Miller Johnson and promptly forwards their legal opinion to the client. These responses are typically delivered the same day, providing significant value and ensuring that clients receive accurate, authoritative guidance. Should any regulatory changes affect the Town's employee benefits program, Brown & Brown will work closely with Miller Johnson to ensure the Town is informed at the earliest opportunity and that a clear, actionable compliance plan is developed.

For less complex HR and compliance matters, Brown & Brown offers additional resources—including, Mineral, HR Workplace Services and Zywave—that provide practical, reliable guidance to support day-to-day decision-making.

Beyond these on-demand resources, we also encourage clients to participate in ongoing educational opportunities, including webinars hosted by our compliance partners and industry experts. These sessions help clients proactively maintain compliance and stay ahead of regulatory developments. Furthermore, Brown & Brown regularly distributes newsletters and legislative updates to ensure our clients remain informed of any changes impacting the employee benefits landscape. This combination of expert legal support, practical tools, and proactive communication ensures that the Town is consistently equipped with the information necessary to maintain a compliant and effective employee benefits program.

Compliance Audit
Brown & Brown will review the Town's current program for regulatory compliance with all state and federal regulations (i.e., Section 125, HIPAA, GINA, etc.). Additionally, we provide federal and state compliance updates as they occur. We will complete this audit, typically, within the first quarter of the contract and annually within the first quarter.

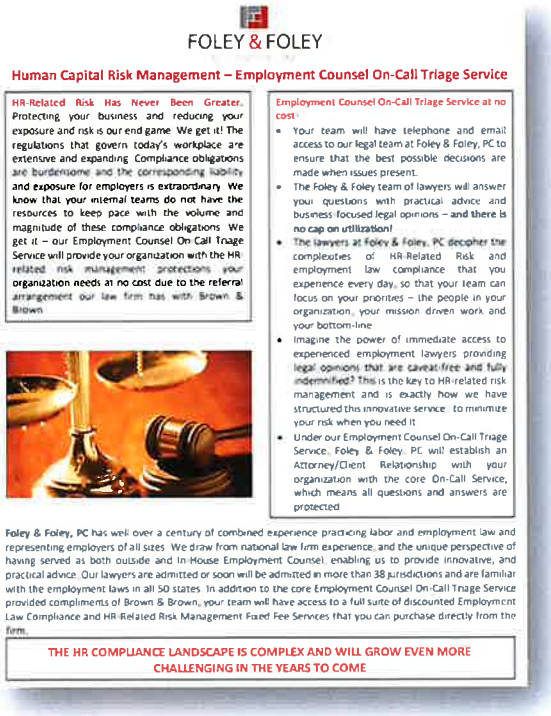


Employment Practices Legal Support Resource (Foley & Foley) – HR Resource

Brown & Brown offers clients access to complimentary employment practices legal resources through our national partnership with Foley & Foley. This service provides direct access to experienced employment counsel for guidance on a wide range of employment-related legal questions.

The Employment Counsel On-Call service operates under an attorney–client privileged relationship between the client and Foley & Foley for all matters addressed through the program. It is particularly well-suited for non-ERISA and tax law–related employment issues, offering timely legal insight to support informed decision-making.

This resource is provided at no cost to clients and is simple to access. To enroll, clients complete a brief onboarding process through the Employment Counsel On-Call Triage Service Portal, allowing prompt utilization of the service as needs arise.



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Human Capital Risk Management – Employment Counsel On-Call Triage Service

HR-Related Risk Has Never Been Greater.
Protecting your business and reducing your exposure and risk is our end game. We get it! The regulations that govern today's workplace are extensive and expanding. Compliance obligations are burdensome and the corresponding liability and exposure for employers is extraordinary. We know that your internal teams do not have the resources to keep pace with the volume and magnitude of these compliance obligations. We get it – our Employment Counsel On-Call Triage Service will provide your organization with the HR-related risk management protections your organization needs at no cost due to the referral arrangement our law firm has with Brown & Brown.

Employment Counsel On-Call Triage Service at no cost:

- Your team will have telephone and email access to our legal team at Foley & Foley, PC to ensure that the best possible decisions are made when issues present.
- The Foley & Foley team of lawyers will answer your questions with practical advice and business-focused legal opinions – and there is no cap on utilization!
- The lawyers at Foley & Foley, PC decipher the complexities of HR-Related Risk and employment law compliance that you experience every day, so that your team can focus on your priorities – the people in your organization, your mission driven work and your bottom-line.
- Imagine the power of immediate access to experienced employment lawyers providing legal opinions that are caveat-free and fully indemnified? This is the key to HR-related risk management and is exactly how we have structured this innovative service: to minimize your risk when you need it.
- Under our Employment Counsel On-Call Triage Service, Foley & Foley, PC will establish an Attorney/Client Relationship with your organization with the core On-Call Service, which means all questions and answers are protected.

Foley & Foley, PC has well over a century of combined experience practicing labor and employment law and representing employers of all sizes. We draw from national law firm experience, and the unique perspective of having served as both outside and In-House Employment Counsel, enabling us to provide innovative, and practical advice. Our lawyers are admitted or soon will be admitted in more than 38 jurisdictions and are familiar with the employment laws in all 50 states. In addition to the core Employment Counsel On-Call Triage Service provided compliments of Brown & Brown, your team will have access to a full suite of discounted Employment Law Compliance and HR-Related Risk Management Fixed Fee Services that you can purchase directly from the firm.

THE HR COMPLIANCE LANDSCAPE IS COMPLEX AND WILL GROW EVEN MORE CHALLENGING IN THE YEARS TO COME



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A few examples of legal concerns that we address under the Employment Counsel On-Call Triage Service:

- Our organization plans on terminating an employee and we would like your opinion and recommendations.
- Harassment is in the news, and employees are watching. Are you taking the right steps to address the tremendous risk facing all employers?
- The DOL and IRS are actively auditing. Are you in compliance with state and federal independent contractor laws?
- The intersection of the FMLA, the ADA, workers' compensation and state laws are complex.
- Did you know that your workplace is governed by the Federal Trade Commission and the National Labor Relations Act?
- Are you familiar with the interactive accommodation process and undue hardship analysis?
- Federal contractors beware – OFCCP recently hired 213 new employees. Is your AAP up to date? Are you conducting your underutilization analysis accurately? Are you prepared to address the significant new compliance obligations that take effect next year?
- Have you taken steps to address exposure related to social media and electronic communications?
- Are you prepared for Employment lawsuits? They have risen 400% over the last 20 years with the average compensatory award in federal employment cases now exceeding $500,000. These numbers are expected to double in the next decade.

How We Can Help – A Sample of Workplace Regulations the On-Call Service Will Cover:

Federal Law:
- ADA
- FMLA
- OSHA
- USERRA
- BFOQ
- ADEA
- EEOC
- FLSA
- NLRA
- COBRA
- GINA
- WARNA
- HIPAA
- OWBPA
- FEPA
- FCRA
- DFWA
- CAFA
- TITLE VII

State Law:
- Discrimination in Employment
- Minimum Wage and Overtime
- Proper Pay Deductions
- Statutory Leave Laws
- Independent Contractor or Employee
- Medical Marijuana
- Limitations on Non-Competition and Non-Solicitation Agreements
- Attorney General's Office Investigations
- Employment of Minors
- Meal and Rest Breaks
- Vacation Pay
- Wage Discrimination
- Concealed Firearms
- Drug Testing
- Time Recording and Wage Payment Obligations
- Sexual Harassment
- Eligible for Workers' Compensation
- Eligible for Unemployment Benefits

We staff the dedicated toll-free phone line from 9:00 a.m. to 5:00 p.m. EST; and check emails around the clock. Any telephone or email message that you identify as urgent will be responded to within an hour and all others will be responded to within 24 hours. We have a dedicated toll free phone number, 1-844-204-0505, and a dedicated email address, questions@foleylawpractice.com, for our Employment Counsel On-Call Triage Service.

There are no caps on utilization!

b. Conveyance of a willingness to work with TOLH Staff to maximize resources

The Brown & Brown team proposed in this RFQ possesses both the willingness and proven capability to fully leverage available resources in support of the Town—delivering a well-designed, competitive Employee Benefits program while consistently prioritizing fiscal responsibility and budget objectives.

c. Examples of exemplary customer service and what the TOLH should expect from the offeror

Customer Service

Exceptional customer service is a core value at Brown & Brown, and we take great pride in delivering the highest level of support to our clients. Our dedicated executive account team will function as an extension of the Town's Human Resources department, providing prompt, effective resolution of issues, concerns, and requests as they arise. At the Town's request, a member of our team will also be available onsite to support meetings, employee events, and other operational needs.

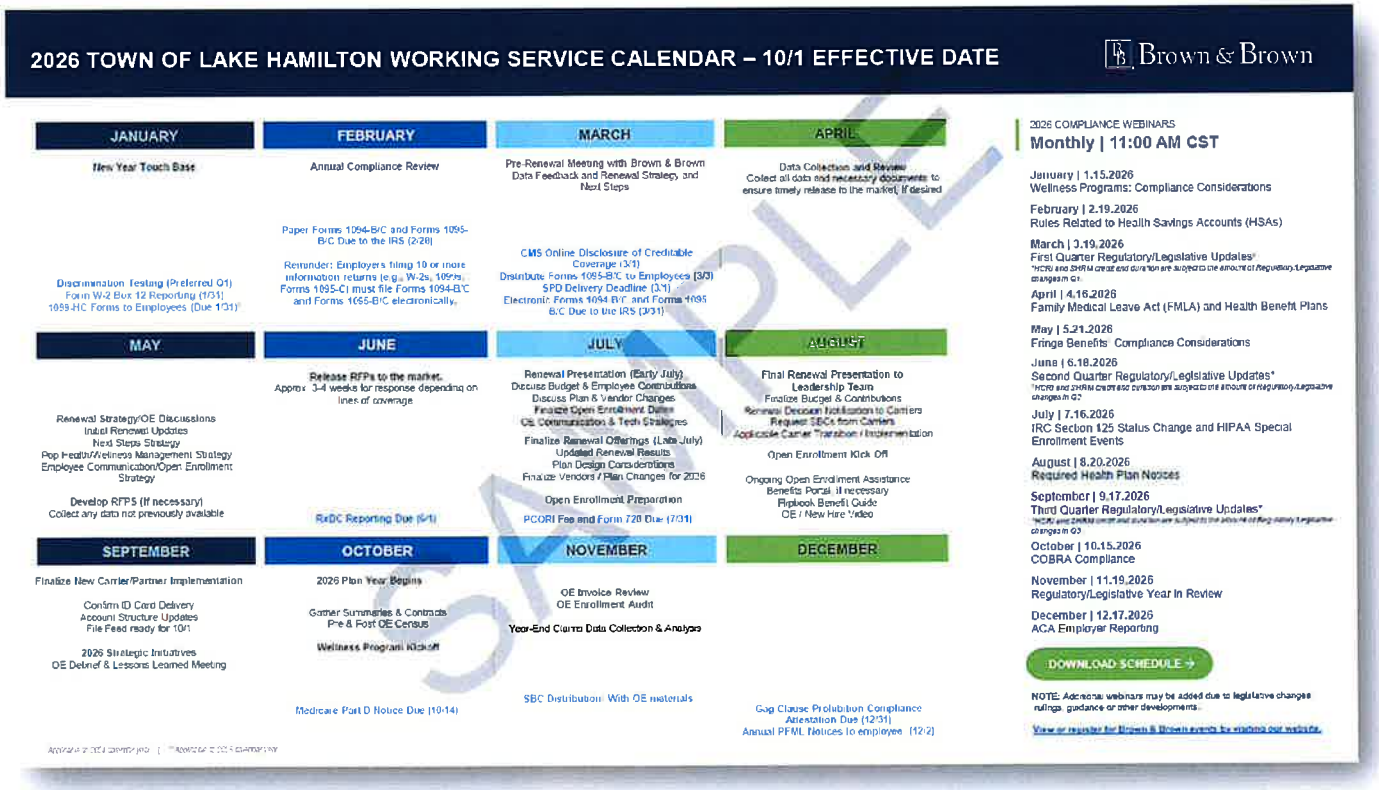
The Brown & Brown executive account team manages all day-to-day service matters, including claims assistance, compliance guidance, billing issues, and eligibility inquiries. Due to our preferred status with major insurance carriers, we have direct access to dedicated carrier home-office contacts. This enhanced access allows us to resolve issues more quickly and efficiently, often resulting in expedited turnaround times beyond standard service channels.

We are committed to resolving all service issues, whenever possible, within 24 hours. If resolution cannot be achieved within that timeframe, we will proactively communicate with the Town's HR team to explain the reason for the delay and provide a clear, updated timeline. This transparency and responsiveness reflect our commitment to dependable, high-touch service.

Brown & Brown has a proven track record of delivering exceptional service, strong program management, and meaningful cost containment. We take a proactive, year-round approach focused on protecting our clients' financial interests while ensuring employee benefits programs remain competitive and responsive. Through continuous evaluation of plan design, market trends, and key cost drivers, we deliver objective, innovative strategies that produce measurable results. The examples included in this proposal highlight the success of our dedicated public sector team. Based on this experience and demonstrated performance, we are confident in our ability to achieve similarly positive outcomes for the Town's employee benefits program.

As a Brown & Brown client, the Town can expect a tailored service experience supported by comprehensive, year-round engagement. We uphold high service standards through clear service deliverables, thorough coverage explanations, timely communication, HR documentation support, and ongoing strategic guidance designed to meet both immediate and long-term needs.

To promote clear coordination, accountability, and alignment with the Town's objectives, we will work collaboratively with Town leadership to develop a detailed annual service calendar. This calendar will outline key milestones, critical deliverables, and important dates related to the employee benefits program, ensuring proactive planning, effective communication, and timely execution of all services.



Open Enrollment Support and Education
The Brown & Brown team dedicated to the Town will work tirelessly to minimize the workload for TOLH staff across every aspect of the Employee Benefits program. Whether supporting open enrollment, conducting employee education meetings, participating in health fairs, or assisting with any other benefits-related event, our team is fully committed to removing as much administrative burden from the Town as possible.

Brown & Brown customizes the schedule, content, and delivery of open enrollment and employee education meetings to align with the unique needs of each client. We offer multiple formats—including group presentations, one-on-one sessions, and virtual webinars—and our team remains flexible to accommodate departmental schedules, including early morning, evening, or shift-based sessions as needed.

Our primary objective is to ensure the Town's employees fully understand the value of their benefits and feel confident in how to use them effectively. To support this, we will assist in the development of year-round communication materials, including educational flyers, digital content, and payroll stuffers, designed to inform employees and their dependents about their benefits and resources.

Brown & Brown also conducts regular new-hire orientation sessions, as requested, to review all available benefits and provide practical tips for utilizing plan features, when requested. We offer a variety of communication channels for delivering this information, including in-person meetings, live or recorded web sessions, and customized digital communications.

Examples of how we conduct employee education include:

- **In-Person & Virtual Meetings**
  - We will meet with employees annually during open enrollment to present benefit offerings, explain changes, and answer questions.
  - Our team is also available throughout the year to educate employees on topics such as health and wellness, cost-saving tools, navigating the healthcare system, and how to maximize available resources.
- **Employee Education Videos**
  - We can provide tailored benefits-education videos to ensure new hires receive consistent, high-quality information similar to an open enrollment session.
  - These videos can also be shared with active employees during open enrollment to increase accessibility and understanding.
- **Employee Webinars & Seminars**
  - We provide ongoing webinars and seminars on topics such as benefit utilization, Employee Assistance Program (EAP) services, and other subjects of interest identified by the Town.
  - These sessions are designed to increase awareness, improve engagement, and drive smarter use of available benefits.

Brown & Brown has several methods of educating employees at open enrollment and throughout the year with various tools:

- PowerPoint presentations
- On-site group or one on one meetings
- Open enrollment announcements
- Customized Flyers
- Customized educational videos, which can be posted on our clients' internet
- Webinars
- Electronic enrollment including videos and wellness education
- Employee enrollment hotline managed by dedicated Brown & Brown staff
- Employee enrollment email at Brown & Brown
- Employee compensation statements
- Online enrollment systems
- Customized employee communications on specific topics

Brown & Brown provides each employee with a comprehensive Benefits Guide during open enrollment and to all new hires throughout the year. These guides clearly outline open enrollment dates and procedures, detail available benefit options, include carrier contact information, and offer helpful tools and educational resources. We also provide a packet with required compliance notices to ensure the Town meets applicable regulatory requirements.

Please see Tab H: Attachments – Sample Benefits Guide.

Strategic Planning

Pre-Renewal Discussion
Brown & Brown conducts a comprehensive pre-renewal discussion each year to review the prior year's performance, identify successes and challenges, and present strategic recommendations for plan design improvements. In addition to analyzing plan structure, we review all components of the Town's health and welfare programs—including utilization trends, demographics, cost drivers, and emerging issues.

We also evaluate alternative funding arrangements and other innovative cost-containment strategies to ensure the Town remains informed of current trends within the employee benefits marketplace. Conducting this discussion before developing Requests for Proposals (RFPs) ensures that the resulting specifications accurately reflect the Town's goals, strategies, and long-term initiatives.

Review of Current SPDs, Agreements, and Summaries
Brown & Brown will thoroughly review all existing plan documents—including Summary Plan Descriptions (SPDs), if applicable, contracts, agreements, and benefit summaries—to confirm accuracy and alignment with the Town's intended plan administration. This review helps ensure compliance, clarity, and consistency across all documents provided to employees.

Request for Proposal (RFP) Process
Brown & Brown will facilitate and manage a full and comprehensive marketing process for any lines of coverage the Town chooses to solicit. We will develop and maintain a detailed timeline to ensure the Town has sufficient time to evaluate our findings and make informed decisions.

Our RFP process includes the following steps:

- **Collection of Information**
  Gathering all required data, documents, and plan specifications necessary for marketing.
- **Discussion and Approval of RFP Specifications**
  Working collaboratively with the Town to finalize objectives, plan design parameters, and evaluation criteria.
- **Release of RFP to the Market**
  Distributing the RFP to selected carriers and ensuring timely receipt of all responses.
- **Review of Submitted Proposals & Preliminary Recommendations**
  Conducting a detailed analysis of proposals, comparing costs, benefits, and value-added services.
- **Finalist Interviews (if needed) & Final Recommendations**
  Coordinating finalist presentations, clarifying carrier capabilities, and presenting final recommendations to the Town.

Renewal Process Timeline for 10/1:

Pre-Renewal Strategy Meeting	March or April
Receive Carrier Renewals	Late June (Due to group size)
Market Coverages, as directed by the Town	Early to mid-July (Approximately 4 weeks for carriers to respond)
Review and Present Carrier Options to Town	Late July
Best and Final Offers, if necessary & Selection	Late July/Early August
Brown & Brown Notifies Carriers	Late July – Early August
Implementation and Open Enrollment	August – Early September

***This is a customizable process based on when the Town needs to have the renewal approved by the Board and desired Open Enrollment dates**

Analysis of Renewal Offers

- Collection and analysis of all carrier responses
- Executive analysis and summary of benefit recommendations by Brown & Brown
- Our presentation includes:
  - Review of the Ratings of carriers
  - Market summary
  - Fully insured plan spreadsheet with details of all competitive quotes
  - Alternative funding options
- Ongoing plan design and benefit consultation, rate and/or plan negotiations with carriers until the Town makes a final decision
- Attendance at any Commission Meetings and carrier negotiations throughout the decision-making process and thereafter

Network Analysis

Brown & Brown frequently analyze provider networks for all carriers that we utilize. If our clients have a specific provider that is used, but not in-network, we work very closely with the carriers to explore all our options and possibilities to ensure the employees have access to quality providers. Continually analyzing provider networks and maintaining superior providers is of the utmost importance to ensure our clients and their employees continue to have access to excellent care for minimum out of pocket costs.

During the marketing process, we will perform a network analysis for a specific radius to ensure the desired providers are included. If the desired providers are not in-network with a carrier, we can explore other carriers and complete a Network Disruption Report to ensure the least amount of disruption and inconvenience both administratively and to the employees.

If a carrier change becomes necessary, Brown & Brown works closely with both the Town and the selected carrier to ensure that benefits are matched as closely as possible—or enhanced—while also seeking opportunities to reduce costs. Our team will manage the entire implementation process to ensure a seamless transition for employees and the HR team.

This includes coordinating timelines, overseeing data transfers, facilitating system setup, reviewing plan documents, and supporting employee communication efforts to ensure clarity and minimize disruption. Our goal is to make the transition smooth, efficient, and fully aligned with the Town's expectations and service standards.

Please see Tab I: Attachments – Sample Renewal Proposal.

Desoto County Board of County Commissioners

Brown & Brown has proudly served as the trusted employee benefits broker and consultant for Desoto County since 2011. Our longstanding partnership reflects our deep understanding of public sector needs and our commitment to delivering strategic, cost-effective solutions that support both fiscal responsibility and employee well-being.

Comprehensive Services Provided: Our contract with the County includes a full suite of brokerage, consulting, and ongoing support services, tailored to meet the evolving needs of a municipal workforce. These services include:

- Plan Design & Strategic Marketing
- Ongoing Claims Review & Plan Analysis
- Insurance Committee Engagement
- Employee Engagement Support
- Open enrollment meeting facilitation
- Health fair coordination
- Wellness program assistance
- Customized benefit guides
- Technology & Access Tools
- Employee Assistance Program (EAP)
- COBRA Administration
- Regulatory Compliance Monitoring and Updates

Demonstrated Cost Savings: Through formal RFP processes, strategic carrier negotiations, and thoughtful plan design enhancements, we have helped the County achieve over **$5 million in premium savings** since the inception of our partnership. These savings have been reinvested into employee programs and budgetary priorities, reinforcing our role as a value-driven advisor.

Ongoing Partnership and Innovation

We play a vital role not only in managing the day-to-day aspects of the County's benefits strategy but also in actively participating in the insurance committee meetings. By reviewing ongoing claims performance and gathering feedback on coverage, we ensure that the County leadership is well-informed and confident in our guidance. This consistent presence has helped establish us as a trusted advisor—someone they know, rely on, and turn to for clarity. In years with higher-than-expected renewals, this relationship has proven especially valuable, allowing us to explain the underlying factors driving the increase. In turn, County leaders are equipped to communicate these insights effectively to their teams, fostering transparency and trust throughout the organization.

d. Data Security

Brown & Brown, Inc. employs a comprehensive approach to data security, which includes the following:

- **Policies and Procedures**: Security policies, processes, and procedures are in place for secure data retention and destruction, following laws, regulations, NIST standards, and contract agreements with clients or vendors.
- **Technologies**: Technical security controls include firewalls, encryption, network intrusion detection/prevention systems, advanced endpoint threat detection and protection, advanced malware protection, two-factor/multi-factor authentication, network access control, anti-virus, monitoring, logging, and data backups.
- **Network Segregation**: Network separation is utilized for UAT, Dev, and Production environments, and customer data is separated. Groups of information services, users, and information systems are separated with network access controllers.
- **Access Control**: Application firewalls support network segregation, and the default access policy is "deny all" with appropriate traffic whitelisted.
- **Authentication**: Multi-factor authentication is used for access to systems containing non-public, private, confidential, or proprietary data. Azure AD with Single Sign-on (SSO) is used within the office, and Azure AD with SSO, VPN, and MFA is used remotely.
- **Wireless Network Security**: Wireless networks providing access to production systems use the same security policy as the LAN, with preshared keys not provided to end users.
- **Physical and Electronic Security**: Dedicated staff manage physical and electronic security, and multiple physical security controls (door locks, badges, escorts, alarms, cameras, etc.) are in place to prevent and detect unauthorized access.
- **Incident Response**: Security incidents are promptly reported, and an incident response team is ready to be deployed in the event of unauthorized access.
- **Audits and Compliance**: Internal and external security-related audits are performed at least annually, and a compliance department tracks resolution of information security issues.
- **Secure Disposal**: Sensitive information is destroyed before physical disposal (shredding, degaussing, physical destruction of disk drives), and policies for secure disposal of physical information are reviewed annually.
- **Third-Party Management**: Third parties handling sensitive information are contractually required to comply with information security policies, and their practices are reviewed annually.
- **Certifications**: SOC2 Type II certification is available upon request with a signed NDA.

These practices collectively ensure the protection of sensitive information processed, stored, or managed by the company

Section 4: Qualifications and Experience

4. Qualifications and Experience – To include, but not limited to:
    a. Expertise of human resources and employee benefits management, in public, private and/or non-profit sector

Our team at Brown & Brown is made up of highly experienced and dedicated insurance and employee benefits professionals who specialize in serving local government clients throughout the State of Florida. We understand the unique challenges public-sector employers face when delivering comprehensive, cost-effective benefits programs, and we are committed to providing solutions that truly support both the Town and their employees.

Based in Central Florida, our team is strategically positioned to offer responsive, personalized service to clients statewide. As part of one of the five largest insurance brokerages in the United States, we have access to extensive resources, market insights, and expertise that allow us to deliver innovative, best-in-class strategies.

Our commitment to public-sector clients runs deep. We take a proactive, collaborative approach—investing the time to fully understand each client's goals, challenges, and long-term vision. From there, we develop customized solutions designed to enhance plan performance, support employee engagement, and ensure financial sustainability.

We stand fully ready to partner with the Town of Lake Hamilton to design and continue to support a best-in-class employee benefits program. With our experience, expertise, and unwavering commitment to service excellence, we are confident in our ability to deliver outstanding results and help the Town of Lake Hamilton achieve its objectives.

b. Experience with similar sized governmental agencies

The Brown & Brown team that is assigned to support the Town of Lake Hamilton is exclusively dedicated to Florida's public sector. As a result, the Town would benefit from our deep local expertise, hands-on service model, and proactive approach to anticipating and responding to the evolving needs of public employers and their employees and retirees.

Melanie Stegall's book of business includes 11 other public sector employers that are similar in size to TOLH. These employers include:

- City of Lake Alfred
- City of Belleview
- City of Eagle Lake
- Collier Mosquito Control District

c. Qualifications & experience of the firm, & its subcontractors/suppliers relevant to the Scope of Work

Founded by the Brown family in Daytona Beach, Florida in 1939, Brown & Brown has grown into one of the largest insurance intermediaries in the world over the past 87 years. From the beginning, Brown & Brown has always focused on building meaningful relationships with our clients and with our communities, based on trust and service. Our core philosophy is: Always do what's best for our clients.

Our Employee Benefits division is made up of experts that work with you to understand your values, goals, and objectives. ***We make your people our business.*** Our seasoned professionals will help you optimize your employee benefits programs. Whether improving employee attraction and retention, getting the most out of your vendor partners, or assessing the most suitable technology to meet your needs, our thoughtful and customer-specific solutions help to ensure peace of mind.

Brown & Brown has invested heavily in our employee benefits division over the past 10 years. While we have always specialized in the middle market (50-2,000 employees) we now have tailored solutions for every market segment and share best practices and innovative solutions throughout the organization to best serve our employee benefits clients.

Brown & Brown is truly "Built to Last." Its decentralized operating structure empowers local offices to be proactive and responsive, allowing them to quickly adapt to changing market conditions and local environments without bureaucratic delays. This structure enhances customer service by enabling each office to tailor solutions, processes, and support to meet the unique needs of its clients.

At the same time, Brown & Brown maintains strong national alignment and resources. The firm has senior leadership dedicated exclusively to employee benefits, supported by a National Benefits Committee focused on sharing best practices and shaping employee benefits strategies, priorities, and policies. These senior leaders and committee members serve on insurance carrier advisory boards, regularly engage with carrier executive leadership, conduct comprehensive RFPs for benefit-related products and services, and are accountable for the successful implementation of new initiatives and solutions.

Brown & Brown Public Sector

The Brown & Brown Public Sector team, which would be the office servicing the Town of Lake Hamilton, is headquartered in Daytona Beach and is the State of Florida's largest public entity insurance broker, managing more than $250 million in annual written premiums. Our team consists of 28 experienced professionals who bring a client-first, service-driven approach to delivering innovative solutions. For more than 30 years, we have supported the Employee Benefits and Property & Casualty insurance needs of public entities throughout Florida.

Today, we proudly represent more than 250 governmental organizations statewide. Our North Florida client portfolio includes City of Lake Alfred, DeSoto County BOCC, City of Davenport, City of Arcadia, City of Dade City, Polk County BOCC among others. A complete client list is available upon request. We have longstanding relationships with many of these entities, many dating back to the mid-1990's.

- State of Florida
- 70+ Cities
- 20+ Counties
- 8 School Districts
- 7 Public Universities
- 100+ Special Districts

d. Relationships with insurance/benefits companies, references, etc.

Brown & Brown is an independent insurance intermediary operating exclusively as a broker and consultant. We are not affiliated with any insurance company, third-party administrator, agency, or provider network. This independence allows us to act solely in the best interests of our clients, securing the most competitive terms and conditions across all lines of coverage while supporting full compliance with applicable local, state, and federal regulations.

Brown & Brown's top-tier broker status with most major insurance carriers provides a distinct advantage when negotiating favorable terms on behalf of our clients. Our long-standing and trusted carrier relationships enable us to maintain this preferred status and consistently deliver elevated service levels and superior outcomes.

This designation strengthens our ability to advocate for clients and provides access to carrier resources and support not available to all brokerage firms. Key advantages of our preferred broker status include:

- **Direct access to carrier executives**, enabling expedited decision-making and effective issue resolution.
- **Dedicated carrier service teams** to address billing questions, complex matters, and escalated claims.
- **Enhanced negotiation leverage**, resulting in improved renewal terms and favorable conditions for new business.
- **Priority access to new and emerging products**, allowing early insight into carrier innovations.
- **Streamlined implementation processes** that reduce administrative burden and enhance employee experience.

Brown & Brown's strong market reputation and established relationships with A.M. Best–rated insurance carriers allow us to deliver highly competitive rates and a wide range of program options. In addition, we continuously evaluate supplemental vendor partners to ensure they meet our standards for quality, innovation, financial stability, and value. This rigorous vetting process enables us to identify strategic partners that further strengthen and enhance our clients' employee benefits programs.

References

Our vision for our relationship with the Town of Lake Hamilton is to serve the Town, their employees and families with the highest level of commitment, accountability, and measurable results that we consistently deliver to our existing clients. We place significant value on building meaningful, long-term relationships that provide true peace of mind and equip our clients with the tools and insights necessary to successfully navigate the complexities of the insurance marketplace. Through this collaborative approach, we aim to enhance the Town's employee benefits program in a way that supports your workforce, aligns with organizational priorities, and elevates the overall employee experience. We strongly encourage the Town to call our references to discuss the nature and strength of our relationships.

Client Name:	**City of Lake Alfred**
Address:	155 E. Pomelo Street, Lake Alfred, FL 33850
Client Contact:	Margarita Martin
Telephone Number:	(863) 837-5241
Email:	MMartin@mylakealfred.com
Benefit Programs:	Self-Funded Medical via FGHS Consortium, Dental, Vision, Life
Scope of Services	Brown & Brown serves as agent of record for the City of Lake Alfred's self-funded medical plan through the FGHS Consortium, dental, vision and life insurance plans, Curalinc EAP with SupportLinc and a Lifestyle Spending Account (LSA). Services include plan design consultation, claims monitoring, quarterly meetings to strategize regarding long term cost containment, wellness meetings and fairs, RFP process management, proposal evaluation, enrollment meetings and employee communication materials and benchmarking. Brown & Brown is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance and enrollment tracking. The City of Lake Alfred has received surplus in excess of $261,000 since being a member of the FGHS Consortium.

Client Name:	**City of Davenport**
Address:	1 S. Allapaha Ave., Davenport, FL 33837
Client Contact:	Dana Opitz
Telephone Number:	(863) 419-3300 ext. 147
Email:	DOpitz@mydavenport.org
Benefit Programs:	Self-Funded Medical via FGHS Consortium, Dental, Vision, Life
Scope of Services:	Brown & Brown serves as the broker and consultant for the City of Davenport's self-funded medical program, through our FGHS Consortium, dental, vision, life and LTD insurance plans. Services include plan design consultation, claims monitoring, quarterly meetings to strategize regarding long-term cost containment, wellness meetings, health fairs, RFP process management, proposal evaluation, enrollment meetings and employee communication materials. Brown & Brown is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance and enrollment tracking. The City has been a member of the FGHS consortium since 2019. At the end of their fifth year in the consortium, the City has received more than $500,000 dollars in surplus returns.

Client Name:	**DeSoto County Board of County Commissioners**
Address:	201 E. Oak Street, Arcadia, FL 34266
Client Contact:	Latrinda Jones, HR Director
Telephone Number:	(863) 993-4808
Email:	l.jones@desotobocc.com
Benefit Programs:	Fully Insured Medical, Dental, Vision, Life, FSA, AFLAC, PlanSource.
Scope of Services:	Brown & Brown serves as the broker and consultant for DeSoto County's fully insured medical, dental, vision and life insurance plans. Services include plan design consultation, claims monitoring, quarterly meetings to strategize regarding long-term cost containment, wellness meetings and health fairs, online enrollment system, RFP process management, proposal evaluation, enrollment meetings, and employee communication materials. Brown & Brown is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance and enrollment tracking.

Client Name:	**City of Belleview**
Address:	5343 SE Abshier Blvd., Belleview, FL 34420
Client Contact:	Dawn Bowne, Human Resources Director
Telephone Number:	(352) 245-7021 ext. 2108
Email:	DBowne@belleviewfl.org
Benefit Programs:	Self-Funded Medical via FGHS Consortium, Dental, Vision, Life
Scope of Services:	Brown & Brown serves as the broker and consultant for the City of Belleview's self-funded medical program, through our FGHS Consortium, dental, vision, basic and voluntary life insurance plans. Services include plan design consultation, claims monitoring, quarterly meetings to strategize regarding long-term cost containment, wellness meetings, health fairs, RFP process management, proposal evaluation, enrollment meetings and employee communication materials. Brown & Brown is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance and enrollment tracking. The City has been a member of the FGHS consortium since 2016. At the end of their fifth year in the consortium, the City has received more than $165,000 dollars in surplus returns.

e. Availability of qualified personnel

Brown & Brown confirms availability of personnel that are exceptionally qualified to service the TOLH. Our team is committed to delivering exceptional service to our clients and their employees by utilizing every resource available. This includes a flexible approach that incorporates both in-person and virtual meetings with the Town's HR staff, leadership, and employees. Our team will collaborate with the Town to determine the service delivery model that best aligns with the Town's expectations and operational needs.

Additionally, employees are absolutely encouraged to contact us directly for support, if they are comfortable doing so. The customized Benefit Guide, provided annually, includes the phone numbers for our account management team, giving employees easy access to personalized assistance whenever they need it.

Section 5: Cost Saving Initiatives

5. Cost Saving Initiatives - Proposals should demonstrate additional innovative ways and approaches to cost saving initiatives, including but not limited to, the following:

a. Development of long-range cost strategies

Developing a long-term strategy is about creating a thoughtful benefits approach. We break our strategy into three categories:

- Foundation
- Structure
- Sustainable Designs

Foundation
Establishing a solid foundation for employees enrolled in the TOLH health plan is imperative. Our plan designs prioritize efficiency and long-term viability without encouraging adverse selection. This thoughtful structure allows the Town to pursue strategies that mitigate the impact of high-cost claimants, support fiscal responsibility while promoting positive outcomes for employees.

Structure
The structure of your health plan will guide how your employees receive care and control costs. Our role as your consultant is to ensure your program is comprehensive and competitive. Ensuring your program provides employees with the highest quality care, at the right time and at the right cost is extremely important. We review and analyze your total health and welfare benefits structure to identify opportunities for enhancement.

Sustainable Design
Implementing focused strategies, such as chronic condition management and encouraging health behaviors and choices, while balancing care affordability, will have the greatest impact to the members of your plan. Brown & Brown commits to assisting the Town by creating targeted communications to educate your population and drive engagement.

Ongoing employee education is essential to the long-term sustainability of a health and employee benefits program. When benefits are misunderstood, employees may unintentionally misuse them, resulting in higher costs for both employees and the Town of Lake Hamilton. Our team is committed to delivering clear, consistent education that equips employees to make informed healthcare decisions. This proactive approach not only enhances employee engagement and satisfaction but also helps reduce unnecessary utilization and supports meaningful cost savings for all parties.

b. Innovative ideas for cost containment

Outlined below are select strategies and innovative solutions our team has implemented with current clients to effectively manage costs, strengthen benefit offerings, and ensure employees have access to the quality care they need and deserve.

Proprietary Program: Florida Governmental Health Solutions (FGHS)
Brown & Brown partnered with Benecon and UnitedHealthcare to develop a self-funded health insurance solution exclusively for Florida local government entities. Designed for groups with **30–500 enrolled employees**, the Florida Governmental Health Solutions (FGHS) program provides access to competitively priced coverage while preserving the advantages of a self-funded structure and the financial stability of a fully insured funding model—similar to a level-funded arrangement.

The FGHS program offers the following key features:

- **Member-Owned and Governed:** The program is owned and controlled by participating members, ensuring transparency, shared decision-making, and alignment with the interests of Florida public sector employers.
- **Return of Unused Claims Funds:** When claims experience is favorable, **100% of unused claims dollars are returned**, after reconciliation, to the participating entity, creating a direct financial benefit from positive performance.
- **Customizable Plan Designs:** Employers have the flexibility to tailor benefit plan designs to meet the unique needs of their workforce while maintaining cost efficiency.
- **Healthcare Navigation Services:** Participants gain access to enhanced navigation tools that assist employees in understanding and utilizing their benefits more effectively.
- **Elimination of Premium Tax:** The program structure removes the premium tax typically associated with fully insured plans, resulting in immediate cost savings.
- **Reduced PPACA Fees:** Fees under the Affordable Care Act are lower than those applied to fully insured arrangements, further supporting long-term cost containment.
- **Lower Administrative Costs:** Administrative expenses are generally lower than those of comparable fully insured programs, maximizing the value of each healthcare dollar spent.
- **Comprehensive Claims Transparency:** Participants receive detailed claims reporting and analytics, driving greater accountability and enabling informed, data-driven decision-making.

FGHS Cost Containment – ConnectCare3
ConnectCare3 is a comprehensive nurse navigation, patient advocacy, and wellness resource offered as a value-added benefit to Florida Government Healthcare Solutions (FGHS) Consortium members and their dependents enrolled in the medical plan. The program is designed to deliver highly personalized support, and all services provided by ConnectCare3 remain strictly confidential.

Beyond nurse navigation, ConnectCare3 offers a suite of specialized clinical programs intended to improve health outcomes and support members in managing complex or chronic conditions. These programs include:

- **Chronic Disease Management**
- **Tobacco Cessation Support**
- **Nutrition Consultations**

The Chronic Disease Management program is an evidence-based, outcomes-driven initiative supported by a multidisciplinary clinical team consisting of registered nurses, certified health coaches, and a registered dietitian. Eligible patients with qualifying diagnoses receive ongoing guidance to help them access high-quality care and fully understand the lifestyle and dietary changes needed to effectively manage their condition.

Through this comprehensive approach, ConnectCare3 empowers members to make informed health decisions, promotes early intervention, and supports long-term wellness across the population.





Additional Funding Strategies

In addition to the FGHS Consortium, Brown & Brown has a proven track record of guiding fully insured clients toward long-term, cost-effective funding strategies such as level-funding, standalone self-funding, and captive arrangements. Our team performs a thorough evaluation of each option, assessing financial impact, risk tolerance, population health trends, and administrative considerations prior to making any recommendation.

We present all relevant analysis and comparative data to ensure our clients have a clear understanding of the potential benefits, risks, and long-term implications associated with each strategy. This consultative approach empowers our clients to make informed, confident decisions that align with their organizational goals and financial objectives.

Population Health & Wellness Initiatives

Brown & Brown recognizes that employee wellness extends far beyond physical health. True well-being encompasses emotional, financial, and physical dimensions, and our approach is designed to support all three. To maximize value and cost savings for our clients, we continuously evaluate innovative strategies and industry-leading practices that promote holistic wellness. Our goal is to deliver a comprehensive program tailored to the unique needs of the TOLH's workforce.

We work closely with clients to identify opportunities to enhance existing wellness initiatives. Our team provides strategic recommendations, practical resources, and actionable ideas designed to improve engagement and strengthen program effectiveness. Through a proactive and collaborative approach, Brown & Brown remains committed to supporting the Town's HR team in advancing and sustaining successful, high-impact wellness initiatives.

As part of our service offering, Brown & Brown will negotiate wellness funds, if available, with the Town's carriers. These funds can support a wide range of activities including health fairs, wellness challenges, incentive programs, and educational initiatives. We will partner with the TOLH's leadership and HR to review current programs and develop tailored recommendations that reflect the interests, needs, and demographics of the employee population.

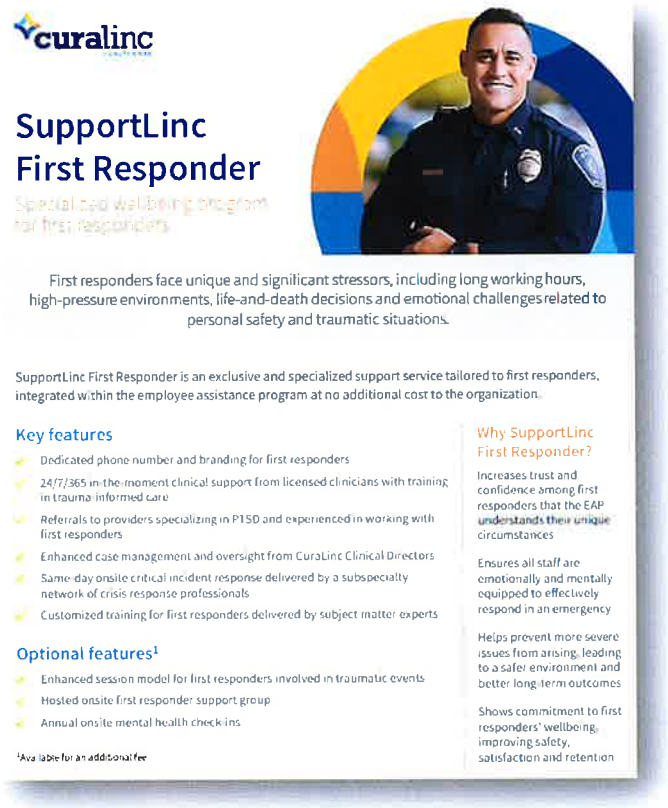
In addition, our team conducts a thorough assessment of the Town's wellness program to help ensure ongoing compliance with applicable regulations such as the Americans with Disabilities Act (ADA), the Affordable Care Act (ACA), and the Health Insurance Portability and Accountability Act (HIPAA). This compliance oversight provides the Town with confidence that its wellness initiatives are both impactful and legally sound, while continuing to promote a culture of health and well-being within the organization.

First Responder EAP Solution

Brown & Brown is committed to proactively identifying innovative solutions for our clients. Because we exclusively serve public sector employers across the state of Florida, we recognize that our clients often have unique and specialized needs.

When we identified that employees within a City client's Police Department were not utilizing the Employee Assistance Program (EAP) due to prior negative experiences, we took action. We collaborated with our vendor partners to develop a solution tailored specifically for first responders.

First responders face distinct challenges inherent to their roles, making it essential that they receive support from highly qualified, culturally competent providers. In partnership with Curalinc, we created the SupportLinc First Responder Program, a customized EAP solution designed to address the unique mental health and wellness needs of first responders.



curalinc

SupportLinc
First Responder

Special card wellbeing program for first responders

First responders face unique and significant stressors, including long working hours, high-pressure environments, life-and-death decisions and emotional challenges related to personal safety and traumatic situations.

SupportLinc First Responder is an exclusive and specialized support service tailored to first responders, integrated within the employee assistance program at no additional cost to the organization.

Key features

- Dedicated phone number and branding for first responders
- 24/7/365 in-the-moment clinical support from licensed clinicians with training in trauma-informed care
- Referrals to providers specializing in PTSD and experienced in working with first responders
- Enhanced case management and oversight from CuraLinc Clinical Directors
- Same-day onsite critical incident response delivered by a subspecialty network of crisis response professionals
- Customized training for first responders delivered by subject matter experts

Optional features[1]

- Enhanced session model for first responders involved in traumatic events
- Hosted onsite first responder support group
- Annual onsite mental health check-ins

[1]Available for an additional fee

Why SupportLinc First Responder?

Increases trust and confidence among first responders that the EAP understands their unique circumstances

Ensures all staff are emotionally and mentally equipped to effectively respond in an emergency

Helps prevent more severe issues from arising, leading to a safer environment and better long-term outcomes

Shows commitment to first responders' wellbeing, improving safety, satisfaction and retention

c. Examples of cost-savings implementation for clients that may have saved money

Desoto County Board of County Commissioners
Brown & Brown has proudly served as the trusted employee benefits broker and consultant for Desoto County since 2011. Our longstanding partnership reflects our deep understanding of public sector needs and our commitment to delivering strategic, cost-effective solutions that support both fiscal responsibility and employee well-being.

Comprehensive Services Provided: Our contract with the County includes a full suite of brokerage, consulting, and ongoing support services, tailored to meet the evolving needs of a municipal workforce. These services include:

- Plan Design & Strategic Marketing
- Ongoing Claims Review & Plan Analysis
- Insurance Committee Engagement
- Employee Engagement Support
- Open enrollment meeting facilitation
- Health fair coordination
- Wellness program assistance
- Customized benefit guides
- Technology & Access Tools:
- Employee Assistance Program (EAP)
- COBRA Administration
- Regulatory Compliance Monitoring and Updates

Demonstrated Cost Savings: Through formal RFP processes, strategic carrier negotiations, and thoughtful plan design enhancements, we have helped the County achieve over **$5 million in premium savings** since the inception of our partnership. These savings have been reinvested into employee programs and budgetary priorities, reinforcing our role as a value-driven advisor.

Ongoing Partnership and Innovation
We play a vital role not only in managing the day-to-day aspects of the County's benefits strategy but also in actively participating in the insurance committee meetings. By reviewing ongoing claims performance and gathering feedback on coverage, we ensure that the County leadership is well-informed and confident in our guidance. This consistent presence has helped establish us as a trusted advisor—someone they know, rely on, and turn to for clarity. In years with higher-than-expected renewals, this relationship has proven especially valuable, allowing us to explain the underlying factors driving the increase. In turn, County leaders are equipped to communicate these insights effectively to their teams, fostering transparency and trust throughout the organization.

Washington County Board of County Commissioners
Since 2018, Brown & Brown has proudly served as the County's dedicated employee benefits broker and consultant, delivering a full spectrum of services designed to optimize coverage, control costs, and enhance employee engagement. Our approach is rooted in proactive strategy, data-driven decision-making, and a deep understanding of public sector priorities.

Comprehensive Services Provided: Our engagement includes the servicing and marketing of all employee benefits lines of insurance coverage, along with:

- Customized program design and ongoing plan review
- COBRA administration
- Quarterly claims analysis and reporting
- Population health strategy development
- Open enrollment meeting facilitation
- Customized employee benefit guides
- Online enrollment system management
- Compliance monitoring and updates

Strategic Transition to FGHS Consortium
In 2018, the County faced a pivotal decision following a 5% renewal increase from its fully insured health carrier. Brown & Brown guided the County through a strategic evaluation process, ultimately recommending a transition to the **Florida Government Health Systems (FGHS) Consortium**—a move that significantly reduced financial exposure and enhanced plan flexibility.

- **Projected Cost with Previous Carrier**: $1.7 million
- **Maximum Funding with FGHS Consortium**: $1.3 million
- **First-Year Surplus Returned**: $255,209
- **Total First-Year Savings**: Over $630,700

This transition not only delivered immediate savings but also empowered the County with greater control over its health plan funding and claims management.

Ongoing Value and Financial Impact
Since joining the consortium, Brown & Brown has continued to work closely with the County to monitor claims experience, refine plan design, and implement targeted strategies that improve outcomes and reduce costs.

- **Total Surplus Returned to Date**: Approximately **$840,000**
- **Cumulative Financial Impact**: Over **$1.47 million** in savings and surplus since 2018
  These results reflect our commitment to delivering measurable value and our ability to adapt strategies in response to evolving workforce needs and market conditions.

Trusted Advisor and Long-Term Partner
Brown & Brown's role extends beyond brokerage—we serve as a strategic advisor and extension of the County's HR and finance teams. Our proactive guidance, transparent reporting, and collaborative approach have helped the County maintain a high-performing benefits program that supports employee well-being while safeguarding public resources.

City of Sarasota – Self-Funded with Health Care Center

Brown & Brown was awarded the City's Employee Benefits consultant in a public Request for Qualifications process in 2016 and 2021. We manage all employee benefits offered to their employees and retirees. Since becoming the City's Employee Benefits Consultant, we have accomplished the following:

- In 2019, we developed and managed RFPs for medical, Rx, dental, vision, stop loss, HRA, FSA, COBRA, and Online Enrollment.
  - Medical: Changed carriers and realized significant savings due to discount improvements. Also negotiated over $450,000 in wellness funds over the contract term.
  - Rx: Carved out Rx through a group purchasing organization we have access to. The City saved over 36% in pharmacy versus their contract with the prior PBM. Rebates were improved by over $800,000 a year.
  - Online Enrollment: Managed the implementation of the selected vendor.
- Introduced a Group Medicare Plan which over the years has seen significant migration off the City's Active plan and saved the retirees and the City in premium costs.
- Between 2020 and 2024 we marketed the stop loss each year and obtained enhanced contract terms including Experience Refund Credits, No New Lasers, and Rate Caps
- In 2024, we developed and managed RFPs for medical and stop loss.
  - Medical: Renewed with current vendor with 20% savings on the ASO fee and $500,000 in wellness funds over the contract period
- Also, in 2024 we managed the City's RFP for Onsite Health Center
- In addition, we provide the following on an ongoing basis:
  - Financial reporting, compliance services, account management, and open enrollment services
  - Weekly calls with the HR team to address claims issues and any other projects.
  - Collaboration with the City's HR team to plan and host the annual health fair.
  - Open enrollment services including custom communications for actives and retirees.

City of St. Cloud – Self-Funded with Health Care Center

Brown & Brown has proudly partnered with the City of St. Cloud since 2011, delivering a comprehensive suite of employee benefits services designed to enhance coverage, improve cost efficiency, and support the health and well-being of City employees and their families.

Comprehensive Services Provided: Our engagement includes the full spectrum of benefits consulting, brokerage, and administrative support, including:

- Servicing and marketing of all employee benefits lines of insurance coverage
- Onsite health care center strategy and administration
- COBRA administration
- Quarterly and semi-annual claims review
- Open enrollment meeting facilitation
- Health fair coordination
- Customized employee benefit guides
- OPEB filing and actuarial services

- Online enrollment system management
- Telehealth program integration
- Employee Assistance Program (EAP)
- Mail order pharmacy program
- Compliance updates and ACA reporting

Transformational Strategy and Cost Savings
At the start of our partnership, the City was fully insured, lacked a wellness program, and faced unsustainable double-digit premium increases. Brown & Brown developed and executed a strategic roadmap to transform the City's benefits program, with a focus on long-term sustainability and employee engagement.

Key Milestones:
- Transitioned the City to a successful **self-funded health plan**, providing greater control over costs and claims.
- Procured and implemented an **onsite health care center**, including vendor selection, clinic design, and operational support.
- Introduced innovative solutions such as telehealth, pharmacy optimization, and wellness initiatives to enhance plan value.

Financial Impact: Through strategic plan design, dynamic negotiations, and effective procurement management, Brown & Brown has helped the City of St. Cloud achieve **over $6 million in premium savings** compared to the fully insured model in place in 2011.

Ongoing Partnership and Innovation
Our relationship with the City is built on trust, transparency, and continuous improvement. We remain actively engaged in monitoring plan performance, identifying emerging opportunities, and delivering forward-thinking solutions that ensure the City maintains a **comprehensive and competitive benefits program**.

Brown & Brown is proud to serve as a long-term strategic advisor to the City of St. Cloud, helping to balance fiscal responsibility with employee satisfaction and health outcomes.

RFQ # 2026-02	Due Date & Time: April 8, 2026, at 2:00 PM EST / 14:00	Advertised Date(s): March 11, 2026
Project Coordinator: Nancy Oakes Phone: (863) 439-1910 x109 Email: noakes@townoflakehamilton.com	Respond to: Town of Lake Hamilton, Attn: Town Clerk's Office, 100 Smith Ave. Lake Hamilton, Fl. 33851 Phone: (863) 439-1910	
Title: Town of Lake Hamilton Employee Benefit Insurance Brokerage Services		

Attachment "A"
Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # _____ through # _____ Initial: MM Date: April 6, 2026
Person Completing RFQ Document (Signature):	
Name (Printed): Matthew Montgomery	Title: Executive Vice President

>>> Failure to submit this form may disqualify your response. <<<

RFQ # 2026-02	Due Date & Time: April 8, 2026, at 2:00 PM EST / 14:00	Advertised Date(s): March 11, 2026
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Attachment "B"
Acceptance of Proposal Terms & Conditions

I/we, the undersigned, do hereby accept in total all the terms and conditions stipulated and referenced in this RFQ document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFQ document or as negotiated pursuant thereto. The signature(s) below are an acknowledgment of our full understanding and acceptance of all the terms and conditions set forth in this RFQ document or as otherwise agreed to between the parties in writing.

_____ Contracting Party Signature

Matthew Montgomery Contracting Party Printed Name

Executive Vice President Title

03/30/2026 Date

Mailing Address: 300 North Beach Street Daytona Beach, FL 32114

Phone/Fax/E Mail Address: (386) 239-7245 | (386) 239-4049 | Matt.Montgomery@bbrown.com

NOTARY:

STATE OF (Florida)

COUNTY OF (Volusia)

Sworn and subscribed before me this April day of 6, 2026

Personally known: ✓

Or Produced Identification: _____

Notary Public - State of: Florida Commission Expires: 05/24/2030

Victoria L Reedy

>>>Failure to submit this form may disqualify your response. <<<

VICTORIA L REEDY
Notary Public
State of Florida
Comm# HH763261
Expires 5/24/2030

RFQ # 2026-02	Due Date & Time: April 8, 2026, at 2:00 PM EST / 14:00	Advertised Date(s): March 11, 2026
Project Coordinator: Nancy Oakes Phone: (863) 439-1910 x109 Email: noakes@townoflakehamilton.com	Respond to: Town of Lake Hamilton, Attn: Town Clerk's Office, 100 Smith Ave Lake Hamilton, Fl 33851 Phone: (863) 439-1910	
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Attachment "C"
Drug-Free Workplace Certification

In case of tie bids, preference must be given to a Bidder submitting a certification with the bid response certifying that the Bidder has a drug-free workplace in accordance with section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with the bid.

In order to have a drug-free workplace program, a business shall:

(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' 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 the first paragraph.

(4) In the statement specified in the first paragraph, 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, Florida Statutes, 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 the foregoing provisions.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature	Executive Vice President Title	04/06/2026 Date

STATE OF (Florida)

COUNTY OF (Volusia)

The foregoing instrument was executed before me this 6 day of April, 2026, by Matthew Montgomery as Executive Vice President of Risk Management Associates, Inc, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

VICTORIA L REEDY
Notary Public
State of Florida
Comm# HH763261
Expires 5/24/2030

Victoria L Reedy
NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

>>>> Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

RFQ # 2026-02	Due Date & Time: April 8, 2026, at 2:00 PM EST / 14:00	Advertised Date(s): March 11, 2026
Project Coordinator: Nancy Oakes Phone: (863) 439-1910 x109 Email: noakes@townoflakehamilton.com	Respond to: Town of Lake Hamilton, Attn: Town Clerk's Office, 100 Smith Ave. Lake Hamilton, Fl. 33851 Phone: (863) 439-1910	
Title: Town of Lake Hamilton Employee Benefit Insurance Brokerage Services		

Attachment "D"
Conflict of Interest Statement

STATE OF (Florida)
COUNTY OF (Volusia)

Before me the undersigned authority personally appeared Matthew Montgomery, who was duly sworn, deposes, and states:

A. I am the Executive Vice President of Risk Management Associates, Inc. with a local office in Daytona Beach, Florida and principal office in Daytona Beach, Florida.
B. Said entity is submitting this proposal/offer to RFQ # 2026-02
C. The AFFIANT has made a diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
E. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restrict or restraint the competitive nature of this solicitation including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participating in this solicitation or any contracting to follow thereafter by any government.
G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any Town Division, Department, or Office.
I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within the Town of Lake Hamilton government.
J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the Town in writing.

Dated this 6 day of April 2026

AFFIANT

Matthew Montgomery
Typed Name of AFFIANT

Executive Vice President
Title

NOTARY:

STATE OF (Florida)

COUNTY OF (Volusia)

Victoria L Reedy

Sworn and subscribed before me this 6 day of April, 2026

Personally known: ✓

Or Produced Identification: _____

Notary Public - State of: Florida Commission Expires: 05/24/2030

VICTORIA L. REEDY
Notary Public
State of Florida
Comm# HH763261
Expires 5/24/2030

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>> Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

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Title: Town of Lake Hamilton Employee Benefit Insurance Brokerage Services		

Attachment "E"
PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number 2026-02, for Employee Benefit Insurance Brokerage Services.

2. This sworn statement is submitted by Risk Management Associates, Inc whose business address is
[Name of entity submitting sworn statement]
300 North Beach Street Daytona Beach, FL 32114 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2445801 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. My name is Matthew Montgomery and my relationship to the above is
[Please print name of individual signing]
Executive Vice President

4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means 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 an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in section 287.133(l)(b), Florida Statutes, means 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 contendere.

6. I understand that "affiliate" as defined in section 287.133(l)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies].

   ✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

   ____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders,

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Title: Town of Lake Hamilton Employee Benefit Insurance Brokerage Services		

employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the Department of General Services.]**

[Signature]

Date: _____

NOTARY:

STATE OF (Florida)

COUNTY OF (Volusia)

Sworn and subscribed before me this 6 day of April, 2026

Personally known: ✓

Or Produced Identification: _____

Notary Public - State of: Florida Commission Expires: 05/24/2030

Victoria L Reedy

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>> Failure to submit this form with your Bid may disqualify your response. <<<<

VICTORIA L. REEDY
Notary Public
State of Florida
Comm# HH763261
Expires 5/24/2030

N/A

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Title: Town of Lake Hamilton Employee Benefit Insurance Brokerage Services		

Attachment "F"
Statement of "NO PROPOSAL"

If you do not intend to submit this requirement, please complete and return this form prior to date shown for receipt of proposals to: Town of Lake Hamilton, Attn: Town Clerk, 100 Smith Ave, Lake Hamilton, FL 33851

I/WE HAVE DECLINED TO PROPOSE TO_____ titled _____for the following reason(s)

☐ ____Proposal too "restrictive", i.e., geared toward one firm or provider.
☐ ____Insufficient time to respond to Request for Qualifications
☐ ____We do not offer this service.
☐ ____Our schedule would not permit us to perform.
☐ ____Unable to meet requirements
☐ ____Unable to meet bond requirements
☐ ____Work unclear (please explain below).
☐ ____Other (please specify below).

REMARKS _____

I/We understand that if this "No Proposal" form is not executed and returned, my/our name may be deleted from the list of qualified proposers for Town of Lake Hamilton for future projects.

_____

Typed Name and Title _____

Company Name_____

Address

_____

Signature and Title _____

_____ ____/____/____ _____
Telephone/Fax Number Date E Mail Address

N/A

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Attachment "G"
Firm Location

I/We, affirm that _____ has maintained a ___ principal, ___ headquarters or, ___ other place of business within the boundaries of Polk County, Florida for more than one (1) year prior to the date of this proposal. The signature(s) below are an acknowledgment of our full understanding and acceptance that evaluation criteria provides points based on firm location as set forth in this RFQ document.

_____ Contracting Party Signature

_____ Contracting Party Printed Name

_____ Title

_____ Date

Mailing Address: _____

Phone/Fax/E Mail Address: _____

NOTARY:

STATE OF (_____)

COUNTY OF (_____)

Sworn and subscribed before me this _____ day of _____, 20 _____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

>>> Failure to submit this form may disqualify your response. <<<



EMPLOYEE BENEFIT GUIDE

October 1, 2026 through September 30, 2027

This document is designed to provide basic information regarding benefit plans and programs available to eligible employees. This document merely summarizes the employee benefit plans and programs and does not detail all of the terms, conditions, restrictions, and exclusions contained in the plan documents, carrier contracts and/or Summary Plan Descriptions (SPD) (the "plan documentation") for the various benefit plans and programs. Every reasonable effort has been made to ensure the accuracy of the information contained in this document; however, in the event of a discrepancy between the information in this document and the plan documentation, the provisions described in the plan documentation will govern. This document does not create any contractual rights for any current or former employee, or for any other individual. The provisions of the applicable plan documentation will govern the determination of any individual's rights under any employee benefit plan or program. Your employer reserves the right to amend or terminate any of its employee benefit plans and programs at any time and without notice or cause.

WELCOME

"Client name" is committed to providing our employees with a comprehensive benefits program to help you stay healthy and feel secure. This booklet will describe those benefits which include medical, dental, vision, life/AD&D, short term disability, long term disability, accident, critical illness, hospital indemnity, and universal life insurance. For a detailed description of these benefits please refer to the applicable Certificates of Coverage.

ANNUAL OPEN ENROLLMENT

During the annual open enrollment period, you may make changes to your benefit plan elections and/or the family members you cover. Changes can only be made outside of the annual enrollment period if you experience a qualified life event. Open Enrollment for our benefit plans will be conducted September 18th through September 23rd. Elections you make during open enrollment will become effective October 1, 2026.

WHAT'S NEW FOR 2026-2027



Medical Insurance

- Moving carriers to FL Blue with new network (BlueOptions)
- Per pay deductions are increasing for all employee paid coverage

Dental Insurance

- No change to plans
- Per pay deductions are decreasing

Vision Insurance

- No change to plans or per pay deductions

Basic and Voluntary Life/AD&D & Disability

- Decrease to per pay cost for Voluntary Life/AD&D and Short-Term Disability

WHO WE COVER

Employees are eligible to participate in "Client Name" employee benefits program:

- If they work 30 or more hours a week. Coverage will be effective 1st of the month following date of hire.

Dependent Eligibility

A dependent is defined as the participant's legal spouse and dependent child(ren) of the participant or participant's spouse. Dependent children may be covered as follows:

- Medical
  - ❑ To the end of the calendar year following their 26th birthday with no eligibility requirements
  - ❑ To the end of the calendar year of their 30th birthday if:
    - ❑ unmarried and do not have a dependent of their own
    - ❑ a resident of Florida or a student
    - ❑ are not enrolled in any other health plan
    - ❑ are not entitled to benefits under Title XVIII of the Social Security Act unless the child is a handicapped or dependent child
- Dental & Vision
  - ❑ To age 26 if unmarried or dependent on the subscriber for support

SAMPLE

HOW TO ENROLL

Electing Benefits

Some benefits may already be marked as completed; these are typically group benefits that you cannot waive. To see plan details, click **"View Information"**.

Most benefits will require you to make a choice.

If you know you want to waive, click **"I don't want this benefit (waive)"**.

To explore plan options and possibly enroll, click **"View Plan Options"**.

Follow the instructions for each benefit plan to make your choices.

Some plans may allow you to utilize a tool called Ask Emma to help you decide whether to enroll and which plan may best fit your needs. Look for:



You can also click 'View Plan Details' to access more plan documents for a full understanding of each plan.

In addition, each benefit plan type provides helpful FAQs to teach you more about a benefit.

Completing Your Enrollment

When you have made all your benefit selections, click **"Continue"**.

You will be prompted to elect beneficiaries for your certain benefits. Make sure to designate one Primary Beneficiary. Secondary Beneficiary are optional.

On the next screen, review your elections and read the enrollment agreement notice.

Check the **"I agree, and I am finished with my enrollment"**. This is your electronic signature.

Click **"Complete Enrollment"**.

Once enrollment is complete, you can view and print your Confirmation Statement and review any reminders for pending enrollments.

Additional Features

Home Page

Tour: When you take the tour, you can see all the panels available to you on your homepage.

My Benefits

Current Benefits: Click here to see a detailed statement of all your benefits.

New Elections: If there is a current enrollment event, your new selections are displayed in a statement on this page.

Life Event: Having a baby? Getting Married? You can use this function to change your benefits based on the life event that you choose. This will pend for HR approval. Additional documentation may be required for proof of your life event.

My Profile

Personal/Family Information: If you need to update demographic information for yourself or a family member, you can do it here.

Beneficiaries: Keep your life insurance beneficiaries updated here.

Mobile Compatibility

Application: In the app store, you can download the 'bswift' app. Our company code is ABC.

Mobile Site: This website is mobile compatible if you go to .bswift.com or there is a link to the site in the bswift app. You can use the full functioning site through your phone.

Library

Content: To view plan documents and additional information provided from your HR Department, click the **Library** link in the top navigation. The library provides you with Summary of Benefits, Forms, and additional information as well as quick links to websites that you may use frequently.

Help: Comprehensive FAQs are provided to help you with all aspects of the software and answer many questions you may have. Click...

MEDICAL INSURANCE TERMS

Coinsurance
Coinsurance is the percentage of the medical services you are responsible to pay after the deductible has been met. Once you have met your deductible for the plan year, you pay the coinsurance amount up to the out-of-pocket maximum.

Copay
A fee you pay every time you get medical care or a prescription. Copays can vary based on where you get care.

Deductible
A deductible is the amount of money you must pay before the plan begins paying benefits for specified services. Deductibles do not apply to all services- see summary plan description for application.

Embedded Deductible
Plan begins paying benefits that require cost sharing for the first family member who meets the per-person deductible. Once one or more of the remaining family members meet the family deductible the plan pays benefits for all covered family members.

Explanation of Healthcare Benefits (EOB)
A letter you receive after getting care that shows costs, the amount the health plan is expected to pay and the amount you are expected to pay. You do not pay anything when you receive an EOB.

Non-Embedded Deductible
When the family deductible is met the plan beings sharing costs for each member. The deductible can be met by one or combination of family members.

Out-of-Pocket Maximum
The out-of-pocket maximum is the maximum amount you will pay, inclusive of copayments/coinsurance and deductibles for covered services, in a plan year. Once you have reached the out-of-pocket maximum during a policy year the plan pays any remaining eligible services at 100%.

Premium
Your regular payment to your health plan. Generally, a higher premium means lower monthly out-of-pocket costs, and a lower premium means higher out-of-pocket costs. Your premium does not count towards your deductible or out-of-pocket maximum.



Plan Milestones and Stages

1. When your plan begins, you're in the first stage. You pay for all your covered medical costs until you hit the **deductible**.
2. After hitting your deductible, you enter the next stage. You now pay only a percentage of your medical costs and the health plan pays the rest. This is the **coinsurance** stage of your plan.
3. The coinsurance stage lasts until you reach the **out-of-pocket** maximum. At that point, the plan starts paying for all covered medical costs for the rest of the plan year.

SAMPLE

FLORIDA BLUE HELPFUL TOOLS

MyBlueService™: MyBlueService™ is a personalized web portal designed to help provide answers to some of your most common health needs. Your unique and confidential user identification code and password gives you access to your personal benefit information 24 hours a day, 7 days a week.

With MyBlueService™ you can:

- Check the status of any claims
- Get details on your plan's benefits
- Order a replacement identification card
- Request a benefits booklet
- Access claim forms and other frequently requested forms
- Search for a participating hospital or provider
- Access a map with detailed directions to participating providers and hospitals

Blue365™:

Florida Blue offers its members a program of products and services called Blue365™ to help offset the rising costs associated with healthcare by offering discounts on a variety of products and services. Some of these programs and discounts include:

- Enhanced vision care discount program
- Weight management programs
- Family health & wellness facilities
- Fitness centers
- Contact lens mail order service
- Hearing aid discount programs
- Alternative Medicines, and much more....

For more information on Blue365™, visit www.blue365deals.com

Healthy Resources

As a Florida Blue member, health-related information and support is available to you at no cost, 24 hours a day, 7 days a week. Information and support is provided through:

- Health Coaches — You can speak privately with experienced, licensed, health care professionals, including RN's, dieticians, and respiratory therapists 24 hours a day, 7 days a week.
- Web-based information tools where you can search over 27,000 pages of up-to-date, easy to understand information on more than 1,900 clinical topics including medical tests and medications.
- Audio tapes — Via the telephone, you may listen to audiotapes on more than 300 health care topics.

Florida Blue Mobile

A mobile website designed for everyone, that works on any Smartphone—just type in bcbsfl.com from your mobile browser. On Florida Blue Mobile you can access health information, get a snapshot of your benefits and accumulators such as deductible and out of pocket maximum. You can also access and see an image of your ID card. You can find a doctor, hospital or specialist in the provider directory customized to your plan. Get details and map it using your GPS location.

Florida Blue

SAMPLE

FLORIDA BLUE MEDICAL INSURANCE

Network: BlueOptions

Website: floridablue.com

Medical Plan Highlights	PPO PLAN 3768	
	PPO Network	Non-Network
Annual Deductible	$250 / $750 (Family)	1,000 / $3,000 (Family)
Coinsurance	0%	50%
Annual Out of Pocket Maximum (Includes Deductible & Copays)	$3,000 / $6,000 (Family)	$6,000 / $12,000 (Family)
Preventive Care	100% Covered	Coinsurance
Virtual Visit (PCP/Specialist)	$0 Copay / $45 Copay	No Coverage
Office Visit (PCP)	Value Choice: $0 Copay Primary Care: $20 Copay	Deductible + Coinsurance
Office Visit (Specialist)	Value Choice: $20 Copay Primary Care: $45 Copay	Deductible + Coinsurance
Outpatient Surgery	$300 Copay	Deductible + Coinsurance
npatient Hospitalization	$700 Copay	Deductible + Coinsurance
Emergency Room	$200 Copay	$200 Copay
Urgent Care	Value Choice: $0 Copay visit 1 & 2 ($50 Copay all additional visits), Urgent Care: $50 Copay per visit	Deductible + Coinsurance
Lab/X-Ray	Value Choice: $20 Copay Lab: $0 Copay X-Ray: $50 Copay	Deductible + Coinsurance
Advanced Imaging	$200 Copay	Deductible + Coinsurance
Prescription Drugs Generic Preferred Brand Non-Preferred Brand Specialty	 $10 Copay $30 Copay $50 Copay $250 Copay	50% Coinsurance
Mail Order Prescription Generic Preferred Brand Non-Preferred Brand Specialty	 $25 Copay $75 Copay $125 Copay No coverage	No Coverage

For limitations & exclusions, please refer to certificate of coverage or benefit summary.

SAMPLE

COST SAVINGS TOOLS

Prescription Drug Cost Comparison Tools:

Use GoodRx and SingleCare's drug price search to compare prices (just like you do for travel or electronics on other sites) for your prescription at pharmacies near you. GoodRx as well as SingleCare do not sell the medications, the free website and mobile app will tell you where you can get the best deal on them. If you have insurance, your co-pay might not be the best price. Hundreds of generic medications are available for $4 or even free without insurance. Every week both GoodRx and SingleCare collect millions of prices and discounts from pharmacies, drug manufacturers and other sources. GoodRx and SingleCare will show you prices, coupons, discounts and savings tips for your prescriptions at pharmacies near you. There is no cost or membership required to use either of these cost savings tools. Please visit the websites at **www.goodrx.com and www.singlecare.com. You can also download these apps on your smartphone. Please note: amounts paid for prescriptions using GoodRx or SingleCare's discount programs do not apply toward your medical plan's deductible or annual out of pocket maximum.**





Pharmacy Discount Programs:

Before you pay for your next prescription, check to see if they are available for free or at a lower cost than traditional copays. Pharmacies such as Wal-Mart, Costco, CVS/Target, and Publix offer prescription discount programs that allow you to purchase medications for as low as $4 for a 30 day Supply (see each Pharmacy for specifics on their prescription discount program). If your local pharmacy is not listed below, please check with them to see if they offer any discounts.







Publix

SAMPLE

HUMANA DENTAL INSURANCE

Network: HD DHMO/Prepaid C250 or HD DHMO/Prepaid CS250
Website: www.humana.com

Benefits	HD DHMO Prepaid CS250 Network
Annual Deductible/Plan Maximum	N/A
Preventive and Diagnostic Services	
9430 Office Visit	$5 Copay
0120/0140/0150/0160 Oral Exam	$0
1110/1120 Teeth Cleaning	$0
0270/0272/0274 X-Rays	$0
0210 X-Rays	$0
1201/1203 Fluoride	$0
1351 Sealants	$15 Copay
Basic and Major Services	
2140 Amalgam Filling	$20 Copay
2330 Composite Filling	$40 Copay
4341 Scaling and Root Planing	$55 Copay
7140 Simple Extractions	$25 Copay
7210 Surgical Extractions	$45 Copay
3310 Root Canal Therapy	$150 Copay
6241 Bridges	$310 Copay
5110/5120 Dentures	$325 Copay + Lab
2740 Crowns (porcelain/ceramic)	$310 Copay + Lab
8070/8080 Orthodontia – (to age 19)	$1,800 Copay*
8090 Orthodontia – adult	$2,000 Copay*
Out-of-Network	Not Covered
Note: a 25% discount may apply to specialist services not covered, by using a Participating Specialist	
*Additional copays may apply. Check your plan summary for additional information.	

For dental frequencies, please refer to certificate of coverage or benefit summary.

	Employee Cost per Pay Period
Employee Only	$7.24
Employee + 1	$13.75
Employee + 2 or more	$18.77

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THE HARTFORD BASIC AND VOLUNTARY LIFE/AD&D INSURANCE

Life insurance protects your family or other beneficiaries in the event of your death. The death benefit helps replace the income you would have provided and can help meet important financial needs. It can help pay your mortgage, rent, run your household, send your children to college, pay off debts, etc. "Client Name" provides Life and AD&D coverage to eligible, full-time employees in the amount of 1x's basic annual salary **at no cost to the employee**. A maximum benefit of $225,000.

Summary: Voluntary Life insurance
Employee Coverage

Guarantee Issue	$200,000
Maximum Benefit Amount	$500,000
Increments of	$10,000

*Not to exceed 5 x salary

Spouse Coverage: based on employee age

Spouse Guarantee Issue	$50,000
Maximum Benefit Amount	$250,000
Increments of	$5,000

Not to exceed 50% of employee amount

Child(ren) Coverage

Birth to 6 months	$1,000
6 months to 26 years	$10,000

How to calculate your voluntary life/AD&D costs per paycheck:

1. Indicate your elected benefit amount (EBA)
2. Divide EBA by $1,000
3. Enter age rate from cost table
4. Multiply Step 2 by Step 3
5. Multiply Step 4 by 12 then divide by number of pay-cycles (24 or 26) to calculate your cost per paycheck

Employee Age	Employee Rate/$1,000	Spouse Rate/$1,000
Under 25	$0.090	$0.085
25 - 29	$0.064	$0.061
30 – 34	$0.073	$0.069
35 – 39	$0.099	$0.093
40 – 44	$0.148	$0.140
45 – 49	$0.232	$0.217
50 – 54	$0.355	$0.333
55 – 59	$0.523	$0.491
60 – 64	$0.721	$0.678
65 – 69	$1.043	$0.981
70 – 74	$1.801	$1.694
75+	$4.888	$4.599
Employee AD&D	$0.030	
Spouse AD&D	$0.030	
Child Life	$0.080	
Child AD&D	$0.030	

For Limitations & Exclusions, please refer to the certificate of coverage or benefit summary.

Important Reminders

- Group Life and AD&D Insurance benefits reduce to 50% at age 70.
- Voluntary Life and AD&D Insurance benefits reduce 35% at age 65, and 50% at age 70. Reductions will be applied to the original amount.
- You must be actively at work on the effective date, or your coverage will be delayed until you return to active employment.
- An Evidence of Insurability (EOI) form is required for all employees newly electing or increasing voluntary life coverage.

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THE HARTFORD LONG-TERM DISABILITY

If you become unable to perform your regular job duties for an extended time due to sickness or accidental injury, you can be covered by the long-term disability (LTD) policy.

Your income replacement benefit would equal 66.67% of your basic monthly earnings. The maximum monthly benefit you can receive is $7,500. Benefits begin after you have been unable to work for 90 days due to a covered sickness or accident and will continue to based on the maximum duration of benefits table.

Your LTD benefit will be reduced by any disability income you receive for other sources, such as Social Security, worker's compensation, and/or state disability plans, to provide you with a combined monthly benefit equal to 66.67% of your basic monthly earnings.

The LTD plan contains a pre-existing condition exclusion. The exclusion applies only to conditions for which medical advice, diagnosis, care or treatment was recommended or received or for which a reasonably prudent person would have sought care within the 3-month period prior to the effective date of coverage and the disability begins within 12 months of the effective date of coverage.

This benefit is provided at no cost to the employee.



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For Limitations & Exclusions, please refer to the certificate of coverage or benefit summary.

FLEXIBLE SPENDING ACCOUNT (FSA)

You can pay for out-of-pocket medical, dental, vision, and/or dependent care expenses with pre-tax dollars through the Flexible Spending Account (FSA). This account is "use-it-or-lose-it."

Important Note: If you will be funding an HSA, you cannot participate in the Health Care FSA.

Maximum Annual Contributions	2026
Health Care Contribution Limit	**$3,400**
Dependent Care Contribution Limit	**$5,000**
Dependent Care Contribution Limit (married filing separately)	**$2,500**

Health Care FSA features:

- Pre-tax contribution
- Pay for any qualified medical, dental, and vision expenses for yourself, spouse, or dependents even if they are enrolled under another medical plan

See IRS Publication 502 for a complete list of qualified medical expenses - sample list is below.

Acupuncture	Blood Pressure monitor	Crutches/Wheelchair	Lasik/Vision Correction Surgery	Psychologist fees
Alcohol or Drug addiction treatment	Breast pump and supplies/accessories	Dental services	Long-Term Care	Smoking Cessation
Ambulance	Chiropractor Care	Diabetic monitors, test kits, strips & supplies	Medicines (prescriptions & over-the-counter)	Speech therapy
Bandages	Coinsurance & copayments	Fertility treatment	Oxygen	Sunscreen
Birth control	Contact lenses & glasses	Hearing aids & batteries	Psychiatric care	Vasectomy

A **Dependent Care FSA** is used to reimburse work related expenses; while you or your spouse work, look for work or attend school full-time or are physically unable to care for your dependent. Eligible children are under age 13, or a dependent who is physically or mentally not able to care for himself. Eligible expenses include nanny, nursery school, before care/after care, late pick-up fees, day camp, or day care. Your Dependent Care contribution is not pre-loaded to a debit card; you can only access what has been payroll deducted and is in your FSA.

A **Limited-Purpose FSA** is like a health care FSA—the difference being that there are fewer eligible expenses. A Limited-Purpose FSA is typically offered alongside a Health Savings Account as employees are not allowed to contribute to both a Health Savings Account (HSA) as well as a standard (non-limited) health Flexible Spending Account (FSA). Employees are, however, eligible for an HSA if they use a limited-purpose FSA for their dental, vision, and preventive care needs. The main advantage of FSA funds is that an employee can pay for qualifying expenses tax-free while reducing their taxable income.

Contributions to your FSA come out of your paycheck before any taxes are taken out. This means that you don't pay federal income or FICA taxes on the portion of your paycheck you contribute to your FSA.

You should contribute the amount of money you expect to pay out-of-pocket for eligible expenses incurred during the Plan Year. If you still have money in the account at the end of the Plan Year (September 30, 2026), you will have a 2.5-month extension period to incur additional eligible expenses. Any money remaining in the account when the extension period ends on December 15, 2026 is forfeited; this is the "use-it or lose-it" rule.

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NOTES

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Brown & Brown

PUBLIC SECTOR

Proposal of Employee Benefits Coverage and Service

Proposal Date: 1/27/2026

Effective Date: 10/1/2026

CLIENT NAME



SAMPLE

Risk Management Associates

Brown & Brown is one of the largest and most respected independent insurance intermediaries in the nation, with over 80 years of continuous service. The Company is ranked as the sixth largest such organization in the United States by Business Insurance magazine.

Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc., has established itself as one of the premier insurance services organizations for public entities in the United States. Our in-depth understanding of the unique risk exposures and operating environment of public entities allows us to tailor insurance products and services to effectively meet their needs. As the only independent insurance agency solely dedicated to the public entity market, we are uniquely qualified to meet and exceed the expectations of our clients. Our 20 years of insuring local governments has afforded us significant experience and insight into the unique challenges and constraints that our clients face.

As a Brown & Brown company, Risk Management Associates has access to hundreds of insurance markets nationwide. The buying power and premium leverage within the organization is surpassed by few agencies.

Risk Management Associates focuses on developing innovative approaches towards managing your risk. Cost effective insurance products, professional service, and commitment to client's needs are our primary goals. Proof of account satisfaction is reflected by a 97% business retention rate.

Employee Benefits is just one area of expertise we can provide. Our benefit programs include
Medical, Dental, Vision, Cobra, Life, Disability and Section 125 pre-tax reimbursement accounts just to name a few. We are able to provide fully insured programs for employers of all sizes and self funded programs to meet the special needs of employers interested in that type of arrangement. In addition to providing the insurance programs, we assist in the design, cost-containment, management and development of your employee benefit package.

All Employee Benefit clients are assigned an "In House" Employee Benefits Specialist to assist with Billing, Claims, Eligibility, Enrollment, or any other issues or questions that arise.

For our clients that opt for self insured programs, we not only provide the mentioned above, but also supply detailed reports to help you monitor your program closely. We also place the reinsurance, help design a plan to meet your needs and work closely with you and the Third Party administrator during the implementation as well as throughout the year to ensure the plan operates smoothly.

As for property and casualty, Risk Management Associates is a recognized leader in the area of professional liability, governmental and municipal insurance programs, pollutions liability and many other specialized areas of risk. All property and casualty clients are assigned an "In-House" Public Risk Specialist.

Commitment to Our Clients

The Employee Benefits Division at Pubic Risk Insurance Advisors is focused on providing you with the best products at the most competitive rates possible. We ensure a very high level of customer service by remaining involved with you after the plan's effective date.

In addition to the Risk Management Associates Employee Benefits Advisor, all clients are assigned a team of dedicated service and marketing professionals committed to fast, efficient and friendly service during plan renewal and every other day of the year.

- We provide assistance with carriers to resolve any issues concerning policy administration, claims and billing.
- We provide expertise in designing, analyzing, and maintaining an employee benefits program that will help you attract and retain quality employees.
- We provide timely guidance on local and national trends in employee benefits and in the carrier marketplace.

As part of the 6th largest insurance broker in the country (as determined by Business Insurance magazine) we have the resources to partner with clients of all sizes and industries to maximize benefits and contain costs. The Employee Benefits Division in Daytona Beach, FL is fully automated and highly efficient in marketing plan renewals and new business. We have access to all local and national carriers, third party administrators, and other specialists in the employee benefits industry including:

Medical · Dental · Vision · Life · Disability Plans · Cafeteria Plans · 401(k) Plans · Self-funded and Partially Self-funded arrangements · Employee Assistance Programs · Voluntary (employee-paid) Long-Term Disability, Short-Term Disability, Dental and Accident & Sickness plans.

Phone
(386) 252-6176
(386) 845-9229 - Fax

Address
Brown & Brown
300 North Beach Street
Daytona Beach, FL 32114

Website
Bbrown.com
NYSE Listed: BRO

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Disclaimers & Disclosures

•The analysis of the following plans is a summary. Please refer to the policy certificate for a full list of coverage and exclusions.
•The rates and benefits in this proposal are based upon underwriting factors which include, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn.
•If you select to change carriers, any existing plans with other carriers should not be cancelled until advised by Brown & Brown.
•This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available.
•This presentation is the proprietary work product of Brown & Brown and is not authorized for further use or distribution
•All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.
Brown & Brown representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question.
•Brown & Brown representatives may from time to time provide guidance regarding certain requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice regarding legal requirements.
•The network provider/facility lists obtained via paper directories or carrier websites may contain providers and facilities that are no longer participating in the insurance carriers' networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly.
•Failure to adhere to provisions of the Affordable Care Act (such as pay-or-play, employer reporting requirements, benefit mandates, etc.) may result in significant fees and penalties to the employer. For a more comprehensive explanation of what fees and penalties may apply to you, you may contact your Brown & Brown representative at any time.
•You are required to comply with Health Care Reform's Summary of Benefits & Coverage (SBC) distribution guidelines, which include requirements for SBC distribution at the plan renewal date. If an employee must enroll to continue coverage, the SBC must be provided when open enrollment materials are distributed. If enrollment materials are not distributed, employees must receive an SBC by the first day they are eligible to enroll. For insured plans, if coverage continues automatically for the next year, the SBC must be provided at least 30 days before the beginning of the new plan year. If the policy is not issued by that date, the SBC must be provided within seven business days once the information is available. Please refer to the Department of Health & Human Services' (HHS) official guidance for complete details regarding renewal and other SBC distribution guidelines.

SAMPLE

Marketing Summary

Product Line	Carrier	Carrier Web Site	Results
Group Medical - All			
	Aetna	www.aetna.com	Pending
	Benecon	www.benecon.com	Pending
	Cigna	www.cigna.com	Pending
	FL Blue	www.floridablue.com	Pending
	FL Healthcare	www.fhcp.com	Pending
	United Healthcare	www.uhc.com	Pending
Group Dental - All			
	Aetna	www.aetna.com	Pending
	Ameritas	www.ameritas.com	Pending
	Cigna	www.cigna.com	Pending
	Florida Combined Life	www.floridabluedental.com	Pending
	Guardian	www.guardianlife.com	Pending
	Humana	www.humana.com	Pending
	MetLife	www.metlife.com	Pending
	Principal	www.principal.com	Pending
	Standard	www.standard.com	Pending
	Sun Life	www.sunlife.com	Pending
Group Vision - All			
	Ameritas	www.ameritas.com	Pending
	Cigna	www.cigna.com	Pending
	Equitable	equitable.makeityoursource.com	Pending
	EyeMed	www.eyemed.com	Pending
	Guardian	www.guardianlife.com	Pending
	Humana	www.humana.com	Pending
	MetLife	www.metlife.com	Pending
	NVA	www.e-nva.com	Pending
	Standard	www.standard.com	Pending
	Sun Life	www.sunlife.com	Pending
	United Healthcare	www.uhc.com	Pending
	VSP	www.vsp.com	Pending

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Medical Renewal History

Effective Date	Current		Initial Renewal		Final Renewal		Differential	Action	Financing Strategy
	Carrier	Premium	Premium	%	Premium	%			
10/1/2023	Carrier Name	$1,256,849	$1,273,389	1%	$1,256,849	0%	$16,540	Renewed Same Carrier	Fully Insured
10/1/2024	Carrier Name	$1,273,810	$1,354,587	6%	$1,291,289	1%	$63,298	Renewed Same Carrier	Fully Insured
10/1/2025	Carrier Name	$1,219,842	$1,580,462	30%	$1,322,232	8%	$258,230	Moved to New Carrier	Fully Insured

Total Differential	$338,068
Differential per Year	$112,689
Year over Year Change	3.3%

SAMPLE

Dental Renewal History

Effective Date	Current		Initial Renewal		Final Renewal		Differential	Action	Financing Strategy
	Carrier	Premium	Premium	%	Premium	%			
10/1/2023	Carrier Name	$17,997	$17,997	0%	$17,997	0%	$0	Renewed Same Carrier	Fully Insured
10/1/2024	Carrier Name	$17,388	$17,388	0%	$37,826	118%	-$20,438	Added a PPO plan for Buy-Up	Fully Insured
10/1/2025	Carrier Name	$31,636	$29,103	-8%	$29,103	-8%	$0	Renewed Same Carrier	Fully Insured

Total Differential	-$20,438
Differential per Year	
Year over Year Change	

SAMPLE

Vision Renewal History

Effective Date	Current		Initial Renewal		Final Renewal		Differential	Action	Financing Strategy
	Carrier	Premium	Premium	%	Premium	%			
10/1/2023	Carrier Name	$10,268	$10,268	0%	$10,268	0%	$0	Renewed Same Carrier	Fully Insured
10/1/2024	Carrier Name	$9,397	$6,514	-31%	$6,514	-31%	$0	Moved to New Carrier	Fully Insured
10/1/2025	Carrier Name	$6,520	$6,520	0%	$6,520	0%	$0	In rate guarantee	Fully Insured

Total Differential	$0
Differential per Year	
Year over Year Change	

SAMPLE

Basic Life & AD&D

Executive Summary of Group Life & AD&D Coverage

Client Name

October 1, 2026 - September 30, 2027

		CURRENT Carrier Name		RENEWAL Carrier Name	
Benefit Comparison		**Description**		**Description**	
Life/AD&D Benefit Amount		1x Salary to a maximum $225,000 + $10,000		1x Salary to a maximum $225,000 + $10,000	
Age Reduction Schedule		To 75% at age 70		To 75% at age 70	
Dependent Life		Not included		Not included	
Guaranteed Issue Amount		$225,000		$225,000	
Conversion		Included		Included	
Seatbelt/Safe Driver		Included		Included	
Waiver of Premium		Included		Included	
Accelerated Death Benefit		Included		Included	
Rate Guarantee		Until 9/30/2026		Until 9/30/2029	
Notes	**Total Volume**	**Description**	**Rate**	**Description**	**Rate**
Life	$8,345,000	Life Rate per $1,000 of Benefit	$0.193	Life Rate per $1,000 of Benefit	$0.193
AD&D	$8,345,000	AD&D Rate per $1,000 of Benefit	$0.030	AD&D Rate per $1,000 of Benefit	$0.030
Cost Comparison		**CURRENT**		**RENEWAL**	
Employees Pay		$0.00		$0.00	
Employer Pays		$1,860.94		$1,860.94	
Total Monthly Premium		$1,860.94		$1,860.94	
Total Annualized Premium		$22,331.22		$22,331.22	
Annual Change From Current				**$0.00**	**0%**

Volume and Counts are for illustrative purposes only. This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment.

SAMPLE

Short Term Disability

Executive Summary of Short Term Disability Coverage

Client Name

October 1, 2026 - September 30, 2027

		CURRENT Carrier Name		RENEWAL Carrier Name	
Benefit Comparison		**Description**		**Description**	
Maximum Weekly Benefit		66.67% of weekly payroll up to $1,850 maximum		66.67% of weekly payroll up to $1,850 maximum	
Day Benefits Begin - Accident / Sickness		8th day | 8th day		8th day | 8th day	
Maximum Benefit Duration		12 weeks		12 weeks	
Pre-Existing Condition Limitations		None		None	
Rate Guarantee		Until 9/30/2026		Until 9/30/2028	
Participation Requirements		25%		25%	
Notes	**Weekly Benefit**	**Description**	**Rate**	**Description**	**Rate**
	$15,000	Rate per $10 of Benefit	$0.394	Rate per $10 of Benefit	$0.412
Cost Comparison		**CURRENT**		**RENEWAL**	
Employees Pay		$0.00		$0.00	
Employer Pays		$591.00		$618.00	
Total Monthly Premium		**$591.00**		**$618.00**	
Total Annualized Premium		**$7,092.00**		**$7,416.00**	
Annual Dollar Change From Current				**$324.00**	**5%**

Volume and Counts are for illustrative purposes only. This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment.

SAMPLE

Health Savings Account

Executive Summary of Health Savings Account Administrative Services
Client Name
January 1, 2026 - December 30, 2026

	CURRENT Carrier Name		RENEWAL Carrier Name
Benefit Comparison	**Description**		**Description**
Initial Set-Up Fee	$0		$0
Annual Renewal Fee	$0		$0
Minimum Monthly Amount	$28		$28
Rate Guarantee	Until 9/30/2026		Until 9/30/2029
Notes	**#**	**Rate Per Employee Per Month**	**Rate Per Employee Per Month**
Enrolled Employees	28	$3.08	$3.08
Cost Comparison	**CURRENT**		**RENEWAL**
Total Annualized Premium (Y1)	**$1,034.88**		**$1,034.88**
Total Annualized Premium	**$1,034.88**		**$1,034.88**
Annual Change From Current			**$0.00** **0.00%**

SAMPLE

Health Reimbursement Account

Executive Summary of Health Reimbursement Account Coverage

Client Name

January 1, 2026 - December 30, 2026

	CURRENT Carrier Name		RENEWAL Carrier Name	
Benefit Comparison				
Initial Set-up Fee	$0		$0	
Annual Renewal Fee	$0		$0	
Minimum Monthly Amount	$75.00		$75	
Rate Guarantee	Until 9/30/2026		Until 9/30/2029	
Plan Rates	**#**	**Rate per Employee Per Month**	**Rate per Employee Per Month**	
Enrolled Employees	35	$4.02	$4.02	
Cost Comparison	**CURRENT**		**RENEWAL**	
Total Annualized Premium (Y1)	**$1,688**		**$1,688**	
Total Annualized Premium	**$1,688**		**$1,688**	
Annual Dollar Change from Current			**$0**	**$0**

Counts are for illustrative purposes only. This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment.

SAMPLE

COBRA

Executive Summary of COBRA Administrative Services

Client Name

October 1, 2026 - September 30, 2027

	CURRENT Carrier Name	
Benefit Comparison	**Description**	
Initial Set-Up Fee	$0	
Annual Renewal Fee	$0	
Minimum Monthly Amount	$30	
Rate Guarantee	Until 9/30/2028	
Notes	**#**	**Rate Per Employee Per Month**
Enrolled Employees	125	$0.50
Cost Comparison	**CURRENT**	
Total Annualized Premium (Y1)	**$750.00**	
Total Annualized Premium	**$750.00**	
Annual Change From Current		

SAMPLE