CITY OF BARTOW

CITY COMMISSION REGULAR MEETING

MONDAY, JUNE 1, 2026, AT 6:00 P.M. (EST)

OR AS SOON THEREAFTER AS POSSIBLE

CITY COMMISSION CHAMBERS, CITY HALL, 450 N. WILSON AVE., BARTOW, FL 33830

AGENDA

1. CALL TO ORDER

2. INVOCATION – Pastor Rob Sowell, Word of Life Christian Center

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. PROCLAMATIONS AND SPECIAL PRESENTATIONS

    a. Issuance of proclamation recognizing June 19, 2026, as Juneteenth Day. Being accepted by Juneteenth Empowerment Committee Co-Chairpersons Zelma Harris and Jamie Gaskins.

    b. Lakeland Area Mass Transit (Citrus Connection) Update of Ridership Data and Information – Erin Killebrew, Director of External Affairs.

5. GENERAL PUBLIC COMMENT – At this time, the Commission will receive comments from the public regarding matters not appearing on this agenda.

6. CITY ANNOUNCEMENTS

7. REPORTS OF CHARTER OFFICERS

    a. City Manager Communications

        1. Community Redevelopment Agency Small Business Development – Howard Smith, CRA Executive Director

        2. Discuss meeting date for deciding governance of the Bartow Community Redevelopment Agency

        3. Hurricane Preparedness Messaging – Jay Robinson, Fire Chief

        4. Quarterly Report – Jay Robinson, Fire Chief

        5. Quarterly Report – Stephen Walker, Police Chief

        6. Communications Update – Laurie Hayes, Communications Director

        7. 4th of July Presentation – Brittany Saum, PRCA Recreation Specialist

8. City Leadership and Faith-Based Community Luncheon – Pam Sams, Director of Community Affairs & Special Projects

b. City Attorney Communications

c. Legislative updates – Discuss Status of Appropriations

8. AGENDA MODIFICATION/APPROVAL

9. PUBLIC COMMENT ON AGENDA ITEMS – At this time, the Commission will receive comments from the public regarding matters that appear on this agenda, not otherwise scheduled for a separate Public Hearing.

10. HEARINGS – FIRST AND SECOND READINGS AND PUBLIC HEARINGS

a. Public Hearing - RESOLUTION NO. 26-4264-R – A RESOLUTION AMENDING THE FISCAL YEAR 2025-2026 ANNUAL BUDGET OF THE CITY OF BARTOW.

b. Public hearing and final reading of Ordinance No. 2026-03 - AN ORDINANCE RELATING TO THE CITY OF BARTOW'S ANTI-LITTER ORDINANCE; AMENDING CERTAIN SECTIONS OF CHAPTER 38 OF THE CODE OF ORDINANCES OF THE CITY OF BARTOW; SPECIFICALLY UPDATING SECTIONS DEALING WITH DEFINITIONS AND THE CLEANLINESS OF THE EXTERIOR OF COMMERCIAL BUSINESS SPACES; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

c. Public hearing and final reading of Ordinance No. 2026-04 – AN ORDINANCE OF THE CITY OF BARTOW, FLORIDA, RELATING TO ELECTIONS AND THE TERMS OF OFFICE OF CITY COMMISSIONERS; AMENDING SECTION 34-2 OF THE CODE OF ORDINANCES; ESTABLISHING DATES FOR THE QUALIFYING PERIOD FOR THE ELECTION OF CITY COMMISSIONERS; EXTENDING THE CURRENT TERMS OF OFFICE OF SITTING COMMISSIONERS TO CORRESPOND WITH RECENT AMENDMENTS TO THE CITY CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

11. CONSENT AGENDA

a. Approval of May 18, 2026, City Commission Regular Meeting minutes.

b. Approval of City Commissioner absence(s) for May 18, 2026, excusal(s): Commissioner Leo E. Longworth

12. OTHER COMMISSION BUSINESS

a. OLD BUSINESS – NONE

b. NEW BUSINESS

1. Consideration and approval to execute the Mural Agreement and Funding Memorandum.

2. Consideration and approval of contract to acquire the building at 195 South Broadway Ave., Bartow, FL.

13. RESOLUTIONS

a. RESOLUTION NO. 26-4265-R – A RESOLUTION OF THE CITY OF BARTOW, FLORIDA, RELATING TO EAST MAIN STREET RAILROAD CROSSING SIGNAL SAFETY IMPROVEMENTS; AUTHORIZING CITY STAFF TO ENTER INTO A TRI-PARTY AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND CSX TRANSPORTATION, INC., FOR THE INSTALLATION, OPERATION, AND MAINTENANCE SERVICES RELATED TO THE GRAD CROSSING TRAFFIC CONTROL SIGNALS AND/OR OTHER DEVICES AS PART OF THE EAST MAIN STREET RAILROAD CROSSING SIGNAL SAFETY IMPROVEMENTS; FINANCIAL PROJECT NO.: 451353-1-57-01; PROVIDING FOR AN EFFECTIVE DATE.

14. COMMISSIONER COMMENTS

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

15. ADJOURNMENT

Please be advised that if you desire to appeal any decisions made because of the above hearing or meeting, you will need a record of the proceedings and in some cases a verbatim record is required. You must make your own arrangements to produce this record. (Florida Statute 286.0105). The City Commission may continue the public hearing(s) to other dates and times as it deems necessary. Any interested party shall be advised that the date, time, and place of any continuation of these or continued public hearings may be announced during the hearing and that no further notice regarding this matter will be published. If you are a person with a disability who needs any accommodation to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk's Office at 450 N. Wilson Avenue, P.O. Box 1069, Bartow, Florida 33831-1069 or phone (863) 534-0100 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771. Posted at City Hall, Bartow Public Library, the City's website on May 28, 2026.

City of Bartow
Polk County's Capital City

PROCLAMATION

WHEREAS, June 19, 2026, marks the 161st anniversary of Juneteenth; and

WHEREAS, Juneteenth commemorates the day freedom was proclaimed to all slaves in the South by Union General Gordon Granger, reading General Order #3 on June 19, 1865, in Galveston, Texas, more than two and a half years after the signing of the Emancipation Proclamation by President Abraham Lincoln; and

WHEREAS, former slaves in Texas began to observe June 19 as the anniversary of their emancipation and coined the term "Juneteenth"; and

WHEREAS, Juneteenth is the oldest nationally celebrated of the ending of slavery in the United States, and is also known as "Juneteenth Independence Day", "Juneteenth", "Juneteenth National Freedom Day," "Jun-Jun", "Emancipation Day," "Emancipation Celebration" and "African American Independence Day" and commemorates the survival, due to God given strength and determination of African Americans, who were first brought to this country stacked in the bottom of slave ships in a month long journey across the Atlantic Ocean known as the 'Middle Passage' and

WHEREAS, Juneteenth commemorates the survival of approximately eleven and one-half million African Americans through extreme adversity, hardship and triumph; and today emphasizes African American education, culture, art, history and achievement; and

WHEREAS, the nineteenth of June, along with the fourth of July, completes the cycle of freedom for Independence Day observances in America; and

WHEREAS, the State of Florida recognizes the nineteenth day of June as Juneteenth or Juneteenth Independence Day to commemorate the end of slavery in the United States and to demonstrate the need for racial reconciliation and healing from the legacy of slavery.

WHEREAS, the Juneteenth Celebration will be held on June 6, 2026, from 12:00 PM - 5:00 PM at Over the Branch Park. It is free and family friendly. The event includes food and vendors, live entertainment and a scholarship award presentation. The Juneteenth Celebration Luncheon "Spotlight on Community Initiatives & Service" will be held on June 19, 2026, at 11:00 a.m. at the Bartow Civic Center, ticket price for luncheon is $20.

NOW, THEREFORE, I, Tanya Tucker by virtue of the authority vested in me as Mayor of the City of Bartow, Florida, do hereby proclaim June 19, 2026, as:

JUNETEENTH DAY

In the City of Bartow, Florida, and urge all citizens to take this opportunity to focus on promoting racial healing, reconciliation, restoration and justice during this day and every day and to reflect on and quantify the significant role that African Americans have played in the history of the United States and in Bartow, Florida; and to participate in the Juneteenth Celebration events.

DATED at Bartow, Florida, this 1st day of June, 2026.

CITY OF BARTOW

By:______________________________
Mayor Tanya Tucker

ATTEST WITH SEAL:

By:______________________________
City Clerk Jacqueline Poole

CitrusConnection

PROGRESS IN MOTION

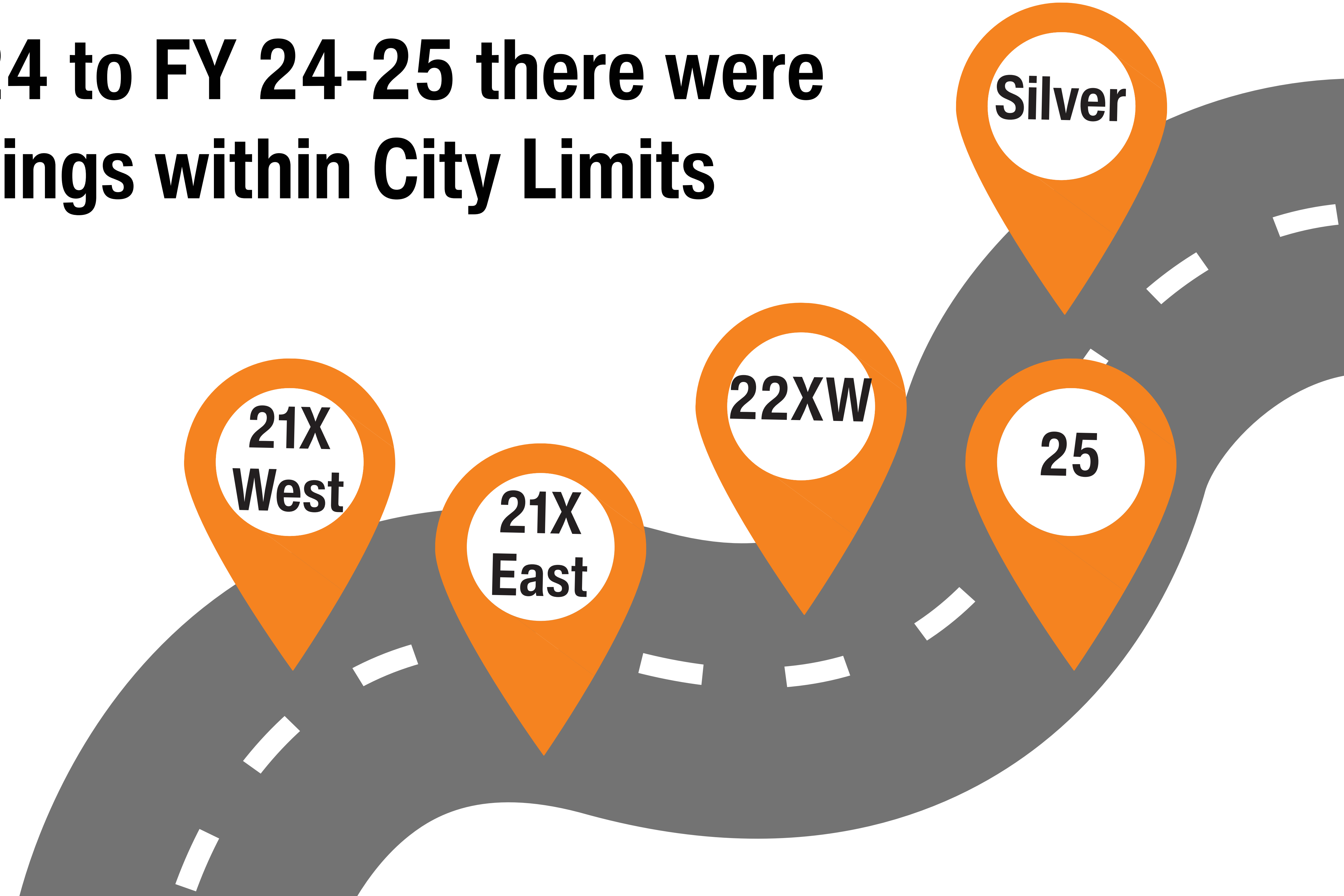
TRANSIT BRIEFING

CITY OF BARTOW

BARTOW ROUTES

Between FY 23-24 to FY 24-25 there were 44,420 boardings within City Limits

5 Fixed Routes



TOP 5 STOPS

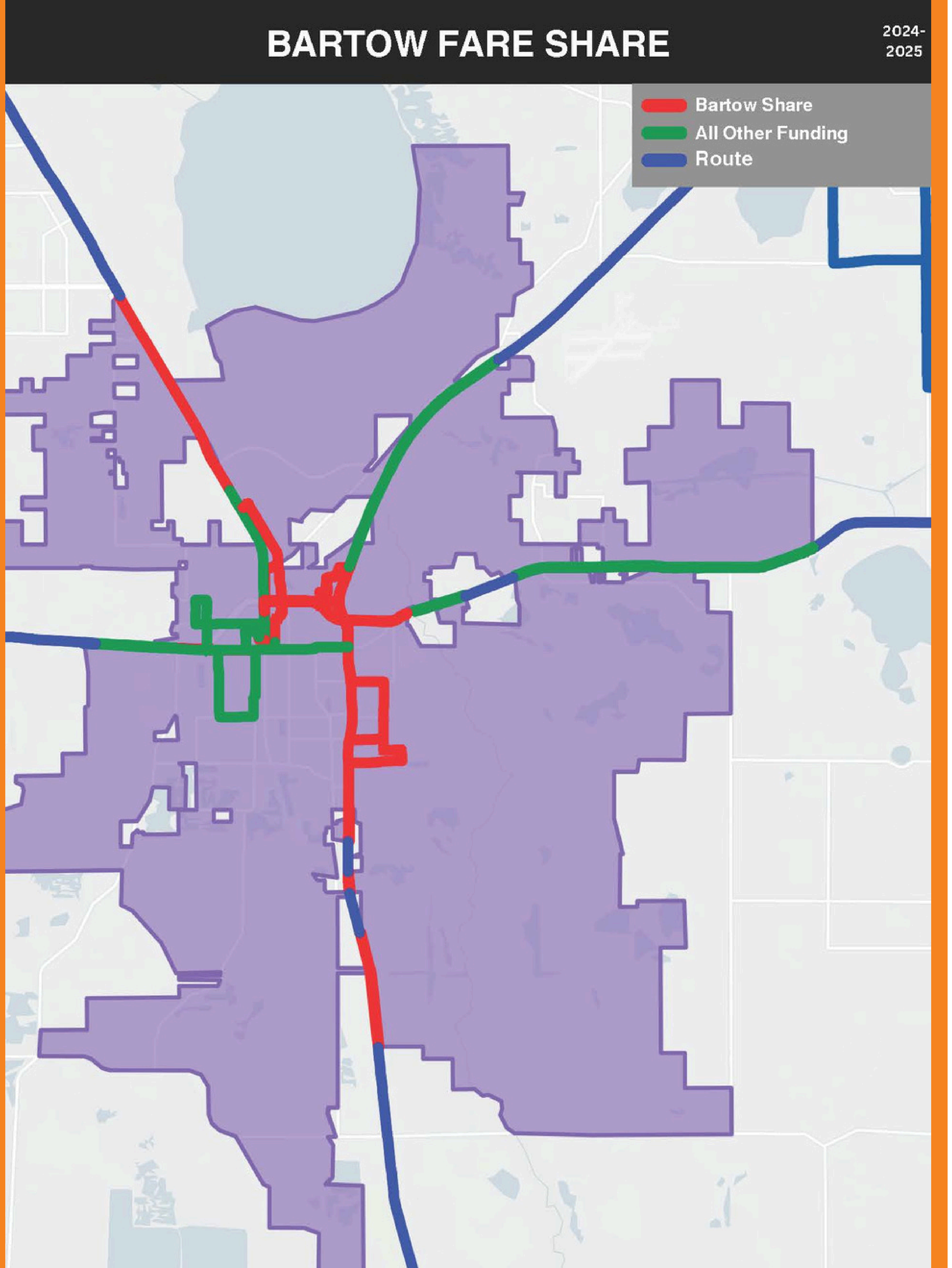
Polk County Courthouse	30,993
Walmart	2,332
Human Services Building	1,342
Golfview Ave. & Bay St.	1,162
W. Church St. & N. Wilson Ave.	921

PARA TRANSIT SERVICES

TD Trips FY 23-24 to FY 24-25

TD

3,972 Rides



MUNICIPAL CONTRIBUTION

Bartow

Current

$114,450.34

Proposed Year 1

$119,028.35

Proposed Year 2

$123,789.49

Municipal Contributions Breakdown

City	Population	Miles	Contract Amount	FY26-27	FY27-28
Bartow	**23,135**	**125,136**	**$114,450.34**	**$119,028.35**	**$123,789.49**
Winter Haven	60,837	178,676	$293,824.46	$305,577.44	$317,800.54
Lake Wales	17,736	112,023	$173,467.37	$180,406.06	$187,622.31
Auburndale	21,677	46,748	$81,529.51	$84,790.69	$88,182.32

** Population provided by the BEBR Florida Estimates of Population 2025

CitrusConnection

PROGRESS IN MOTION

QUESTIONS?

ITEM NO. 7(a)(1)

CITY OF BARTOW, FLORIDA

TO:	City of Bartow Commission
THROUGH:	C. Howard Smith, Director
FROM:	Community Redevelopment Agency, CRA
DATE:	6/1/2025
SUBJECT:	Business Growth & Development Services (BGDS)- Business Retention Tool Kit Phase II Initiative

SUMMARY

Presentation and discussion on the Community Redevelopment Agency, CRA, Business Growth & Development Services (BGDS) as part of the Business Retention Tool Kit Phase II initiative.

BACKGROUND

The CRA recognizes that small businesses are critical to the economic vitality, redevelopment, and long-term sustainability of the CRA district. Providing targeted support through structured programs and services is a key component of the CRA's Strategic Work Plan. The BGDS initiative builds upon these efforts by strengthening business capacity, improving access to financial resources, and fostering opportunities for growth, competitiveness, and reinvestment within the local economy.

The Business Growth & Development Services (BGDS) initiative is a comprehensive programming effort designed to support businesses within the CRA District by providing access to capital, technical assistance, and strategic business resources. This initiative is intended to strengthen business operations, expand economic opportunities, and promote long-term sustainability and growth. Program services components will include:

Access to Capital- Provides businesses with access to financial resources to support operations, expansion, and investment, including:

- SBA 7(a) and 504 Loans
- Microloans
- Lender Funding Match Programs
- Developer Financing Opportunities

Technical Assistance and Capacity Building- One on one session structured support to enhance business performance and competitiveness, including:

- Business planning and startup assistance
- Financial literacy and community education programs
- Operational and technology adoption support
- Employment cohorts to strengthen workforce retention and management practices

Business Management Support- Strategic meetings for guidance in key operational areas, including:

- Marketing
- Legal considerations
- Business operations to support retention and sustainable growth

Business Development Services- Opportunities for business expansion and market growth through:

- Networking with investors and financial institutions
- Access to new business opportunities and service markets
- Development of public-private partnerships

Access to New Markets Tax Credit (NMTC) Program- Connect eligible projects to financing tools that support economic development activities, including:

- Funding support for construction and redevelopment projects
- Investment in community-serving initiatives such as youth programs and healthcare services
- Leveraging millions in capital deployment for catalytic or transformative projects

STAFF ANALYSIS

Phase Two is designed to develop contracted services with a vendor to of the Small Business Administration (BBIF Capital) to support businesses at all stages of development and growth by providing tailored services, access to financial resources, and strategic partnerships within the City of Bartow and CRA District. This initiative is expected to enhance business performance, increase access to capital, and generate long-term economic impact within the CRA District for business retention for existing businesses and assistance with new startups.

ATTACHMENTS

CITY OF BARTOW, FLORIDA

TO: Honorable Mayor and City Commissioners

THROUGH: Mike Herr, City Manager

FROM: Jay Robinson, Fire Chief

DATE: June 1, 2026

SUBJECT: Hurricane Season 2026 Update/PowerPoint

SUMMARY AND BACKGROUND

The 2026 Atlantic hurricane season officially runs from June 1 through November 30, with peak activity typically occurring between late August and early October. Preseason forecasting began in December 2025, and the National Hurricane Center initiated daily Tropical Weather Outlooks on May 15, 2026, to monitor potential storm development across the Atlantic, Caribbean, and Gulf of Mexico. The first named storm of the season is expected to be Arthur, with the first hurricane typically forming by mid-August.

Current forecasts indicate a near- to below-average season. Early projections estimate approximately 13 named storms, six hurricanes, and two major hurricanes, largely influenced by the anticipated development of El Niño conditions. On May 21, NOAA's National Weather Service issued a forecast calling for a below-normal season, with 8 to 14 named storms, 3 to 6 hurricanes, and 1 to 3 major hurricanes. This outlook reflects the expected effects of El Niño, which typically suppresses tropical cyclone formation, along with slightly above-normal Atlantic sea surface temperatures and weaker-than-average trade winds that may still support storm development.

Despite the lower forecast activity, even a single storm can have significant impacts, as demonstrated by Hurricane Andrew in 1992. Accordingly, continued preparedness remains essential regardless of the seasonal outlook.

STAFF ANALYSIS

Staff will provide a presentation on the upcoming hurricane season, including preparedness measures and recommended actions. An opportunity for questions and discussion will be provided for the City Commission.

RECOMMENDATION

There are no recommendations.

ATTACHMENTS

There are no attachments.

CITY OF BARTOW, FLORIDA

TO: Honorable Mayor and City Commissioners

THROUGH: Mike Herr, City Manager

FROM: Jay Robinson, Fire Chief

DATE: June 1, 2026

SUBJECT: Bartow Fire Department Update/PowerPoint

SUMMARY AND BACKGROUND

Staff provides this quarterly report to summarize Fire Department operations, response activity, training, community risk reduction efforts, and operational developments during the reporting period. Quarterly reports commonly include incident responses, apparatus and equipment status, training activities, and other services provided to the community.

The Fire Department remained active and responsive throughout the quarter, providing emergency services, training, and community outreach in support of public safety. Staff will continue monitoring operations and maintaining readiness in the next reporting period.

STAFF ANALYSIS

Staff will provide a presentation on the activities of the Fire Department. An opportunity for questions and discussion will be provided for the City Commission.

RECOMMENDATION

There are no recommendations.

ATTACHMENTS

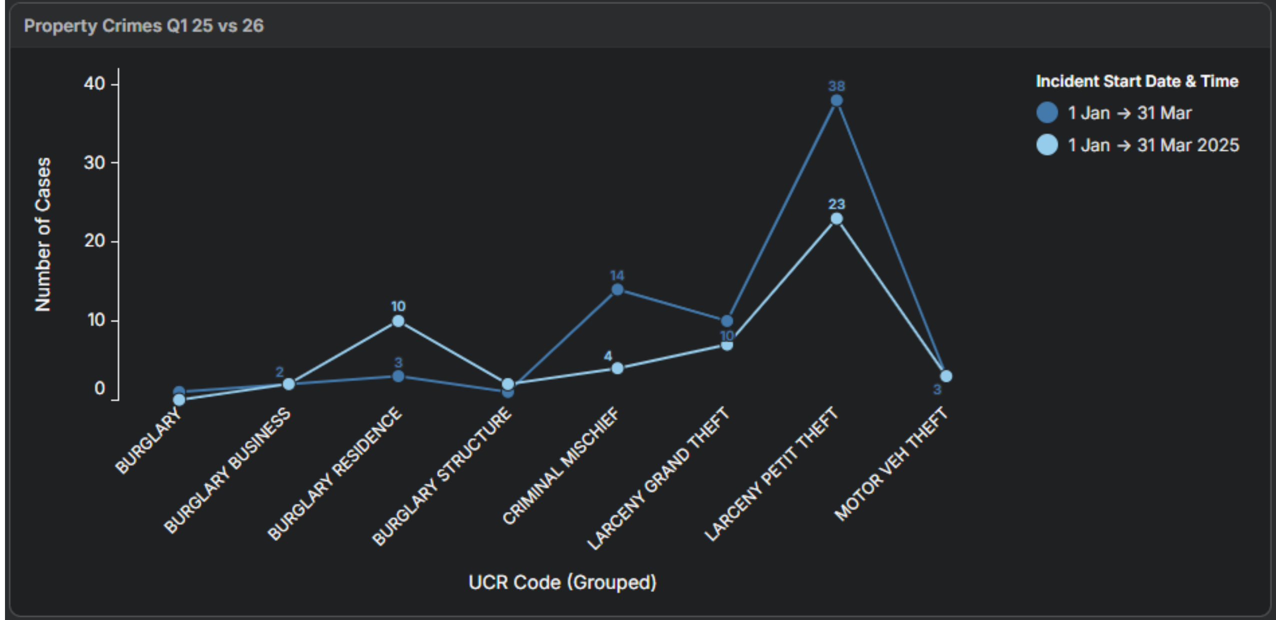
There are no attachments.

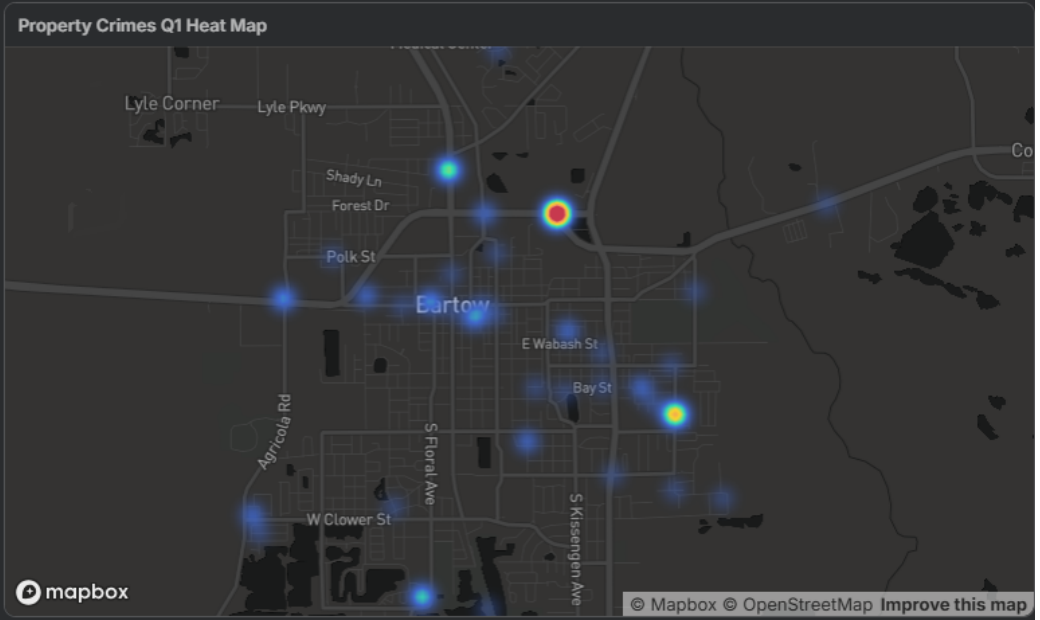
COMMITTED TO SERVICE

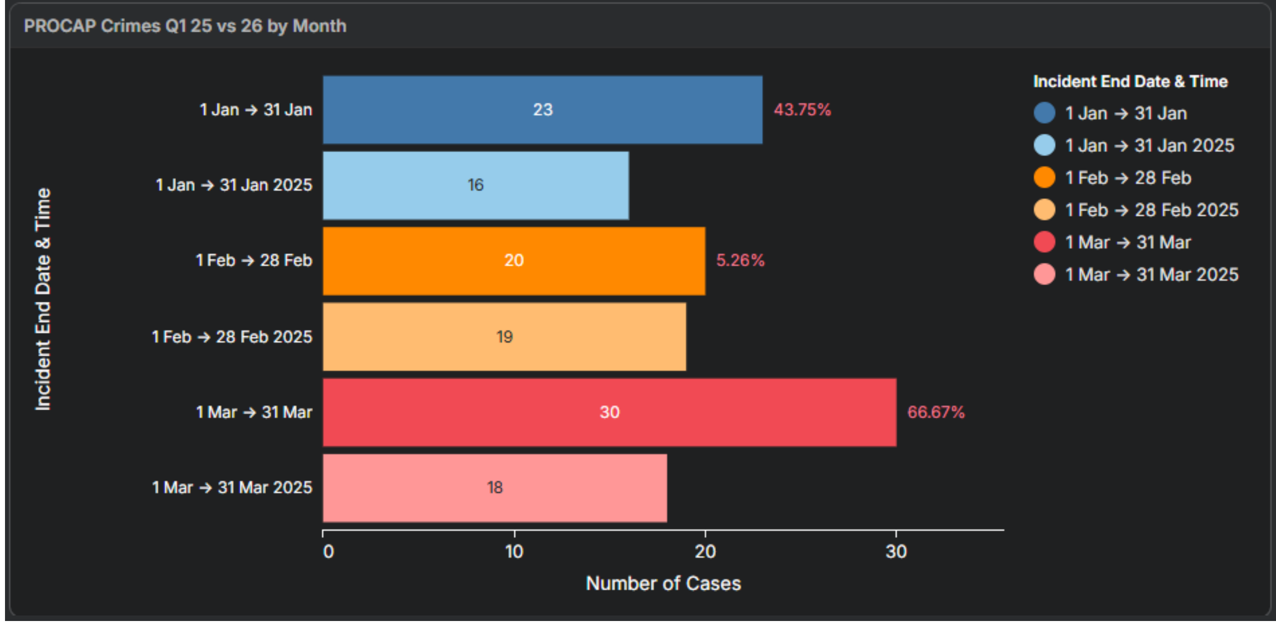
BARTOWPD

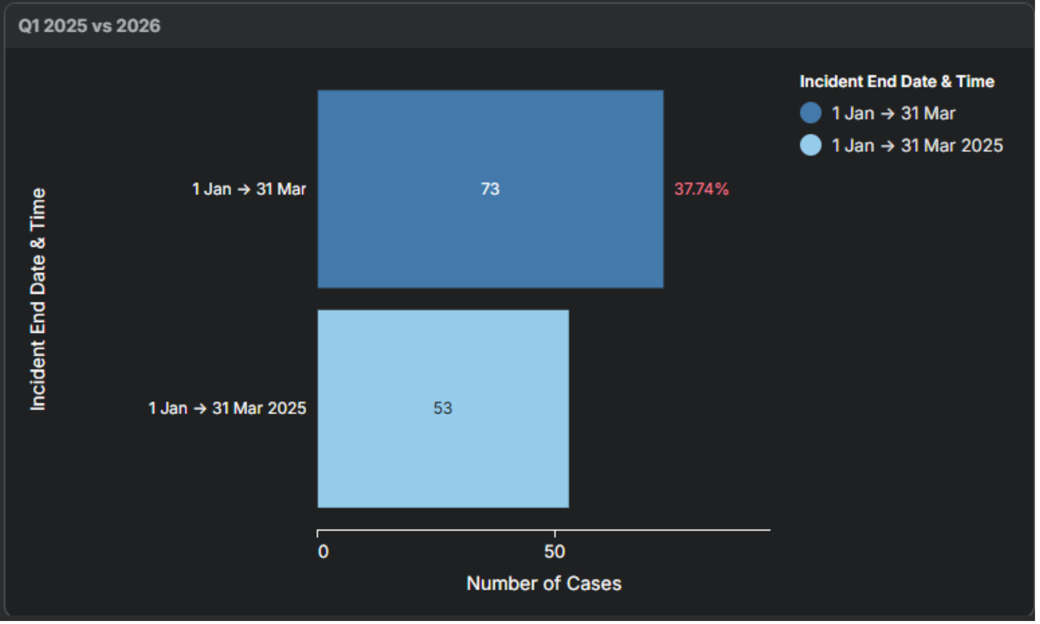
BARTOW POLICE DEPARTMENT
QUARTERLY REPORT
JAN-MAR 2026

Property Crimes– Q1 2026 / 2025

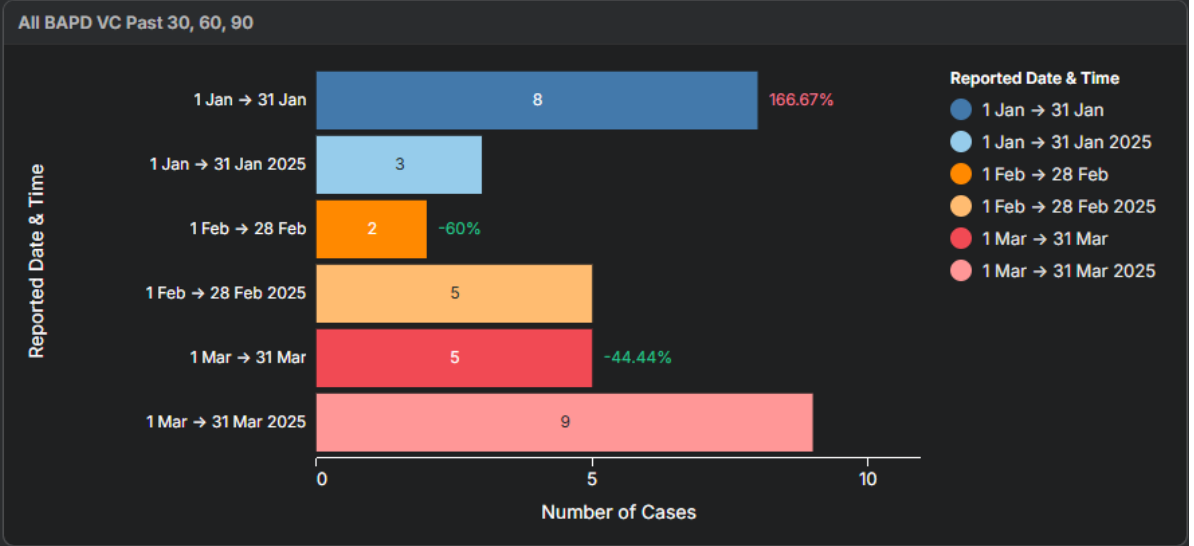




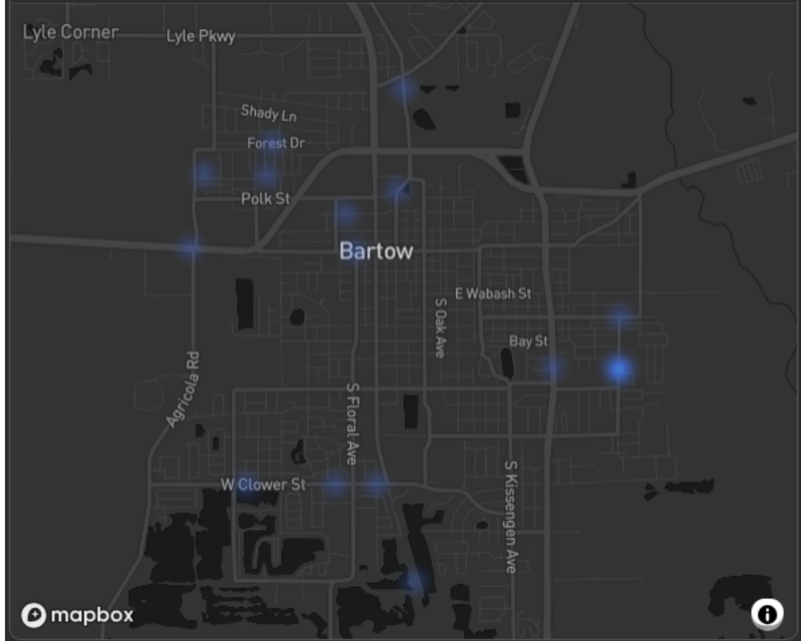




Violent Crimes – Q1 2026 / 2025



YTD HC Heatmap



Violent Crimes

UCR Code	Incident Start Date & Time	Total
ASSAULT AG...	1 Jan → 31 Mar	9
	1 Jan → 24 Mar 2025	6
	% Change	50%
DEATH-HOMI...	1 Jan → 31 Mar	1
	1 Jan → 24 Mar 2025	0
	% Change	∞%
ROBBERY AR...	1 Jan → 31 Mar	0
	1 Jan → 24 Mar 2025	1
	% Change	-100%
ROBBERY PE...	1 Jan → 31 Mar	1
	1 Jan → 24 Mar 2025	0
	% Change	∞%
SHOOTING D...	1 Jan → 31 Mar	2
	1 Jan → 24 Mar 2025	1
	% Change	100%

Shootings Q1

260000166 | BAPD | SHOOTING DANGEROUS

1050 Golfview Ave - 1/23/2026

- Reportee advised he heard gunshots, but no shell casings were recovered.
- No witnesses or suspects.

260000221 | BAPD | SHOOTING DANGEROUS

885 Johnson St - 1/31/2026

- Victim and suspect were in a verbal altercation.
- Victim shot a firearm in the air to scare the suspect.
- Suspect shot the victim three times in which the victim was taken to the hospital and survived.
- Suspect was arrested: Jerard West, 08/12/2009

260000379 | BAPD | SHOOTING DANGEROUS

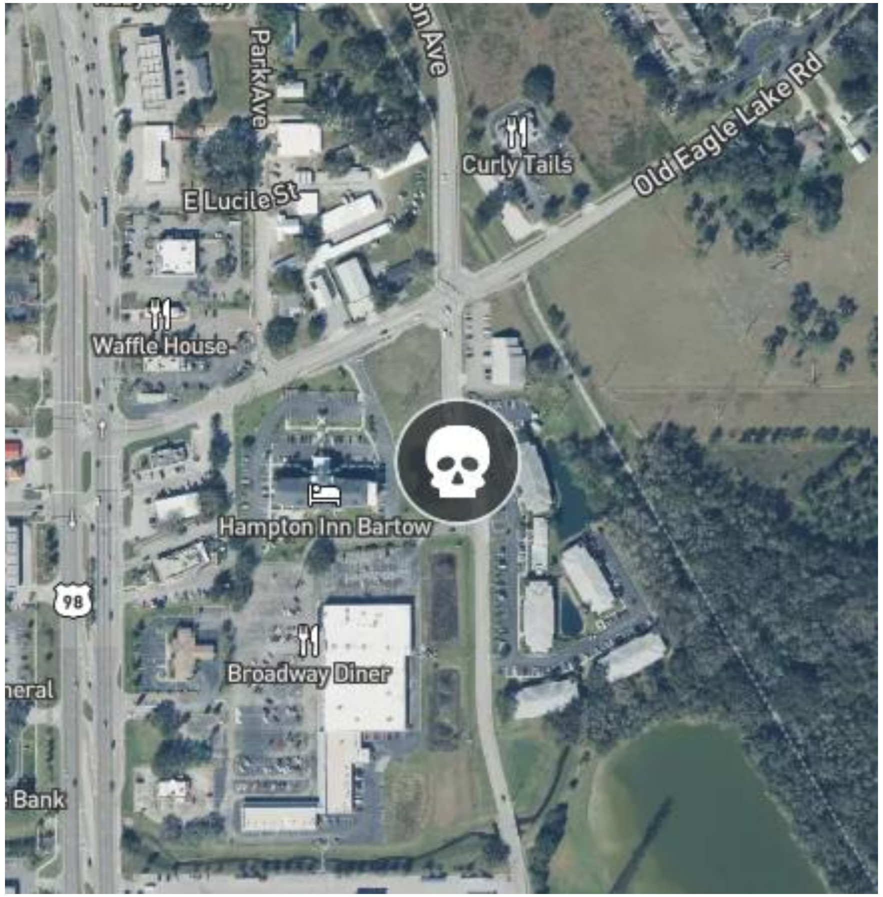
1050 Golfview Ave - 2/19/2026

- Several residents heard 7-8 gunshots
- 8 shell casings were recovered and a resident's vehicle window was shot out
- No suspects

Violent Crimes – Q1 2026 / 2025

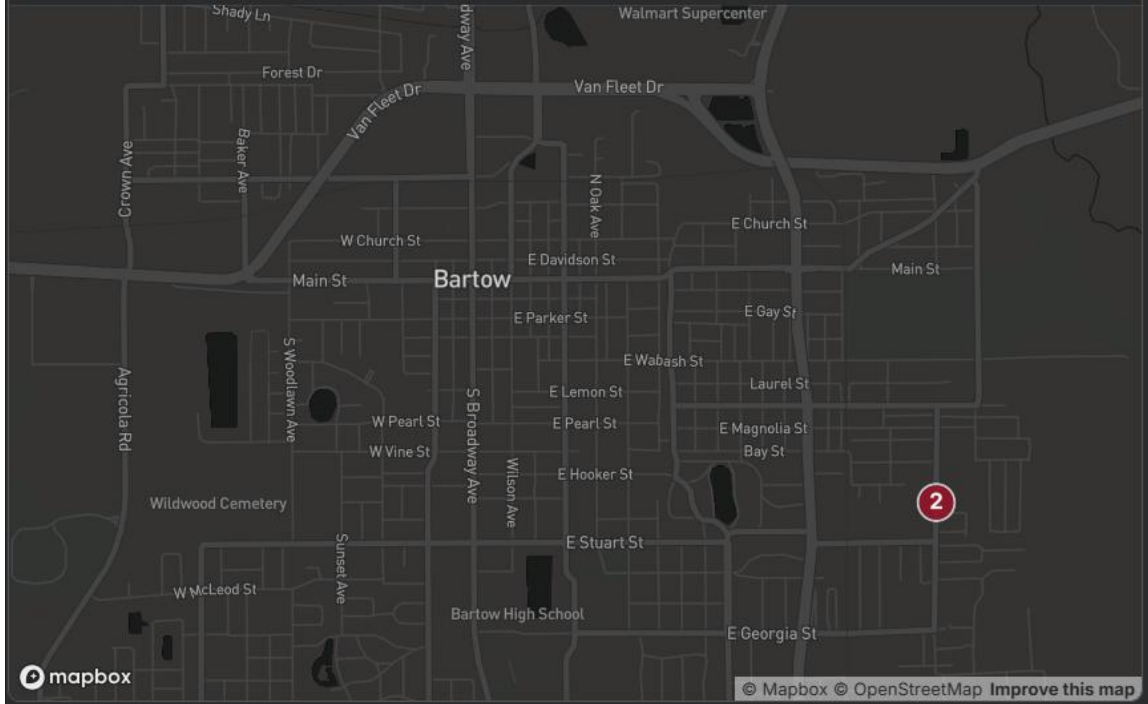
Homicides

It should be noted that there was a homicide during Q1 within the Bartow City limits (BAPD 26-669) and was eventually taken over by the Polk County Sheriff's Office (26-12815). The victim was outside of his apartment on the phone and was shot by the suspect who lived in a neighboring apartment. PCSO was able to make an arrest in this case. This occurred at 1430 Wilson Ave N, Bartow.



Violent Crimes – Geographic Hotspots

Shootings in Q1 2026



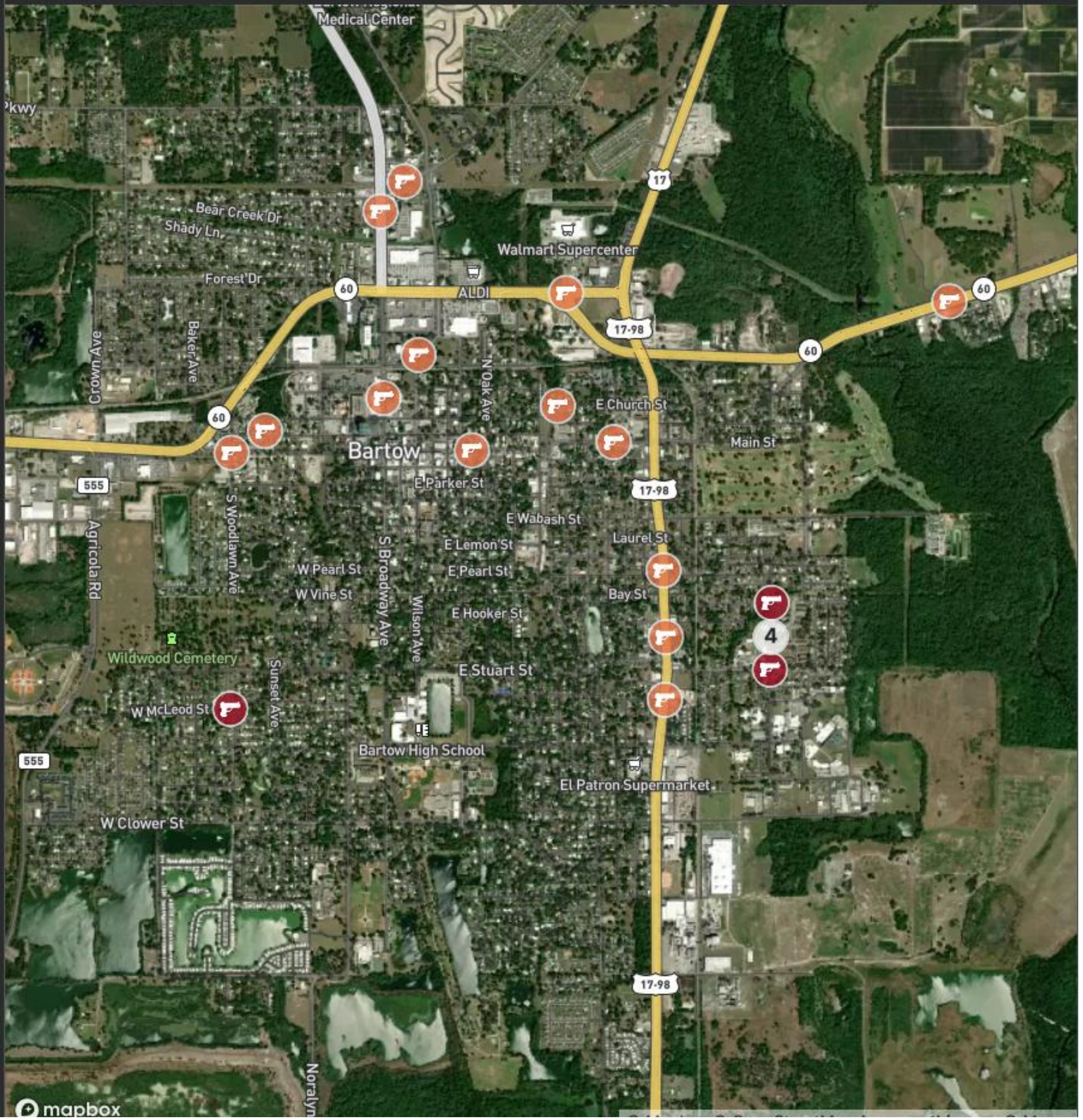
Geographic Hotspot

Based on data going back two years, it seems the Azaela Gardens Apartments (1050 & 1060 Golfview Ave) seem to be the highest in violent criminal activity.

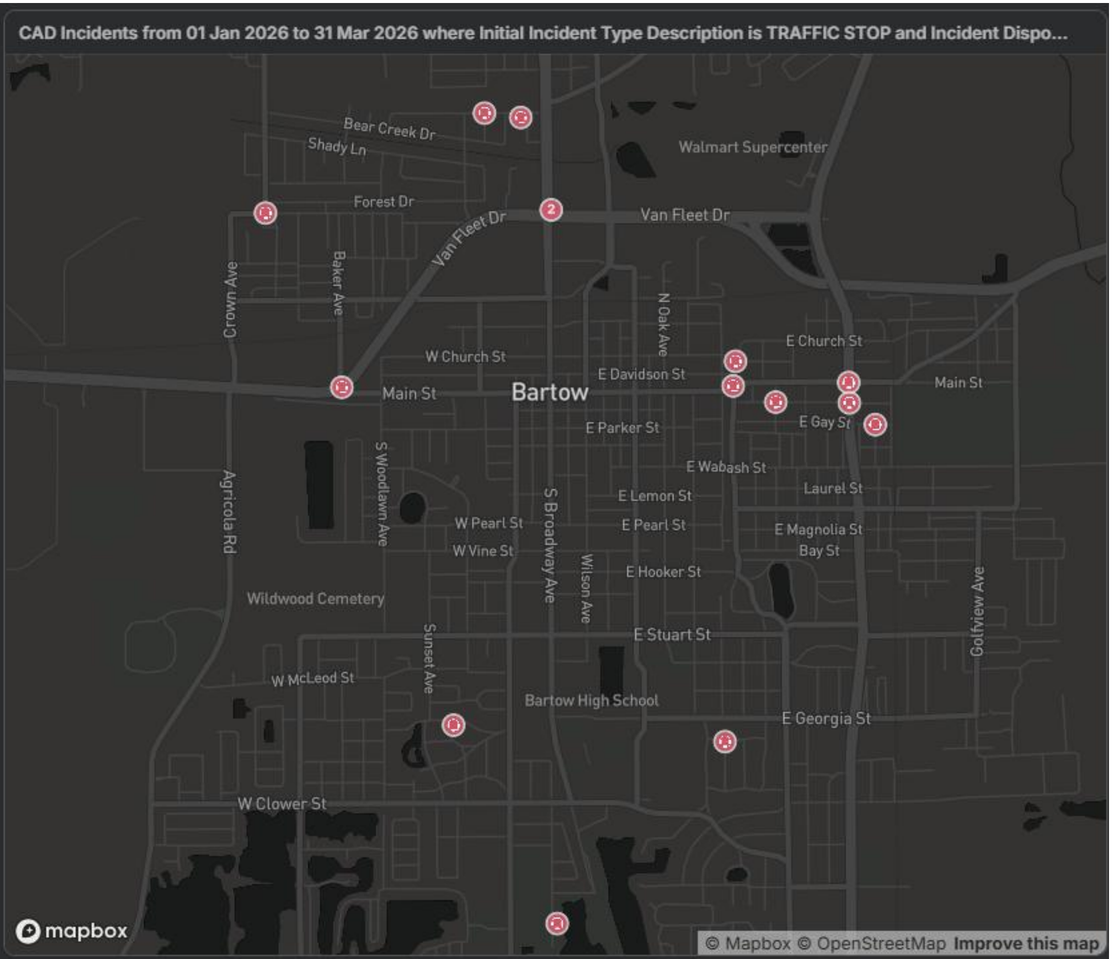
Notable case at 1050 Golfview Ave, BAPD 26-678:

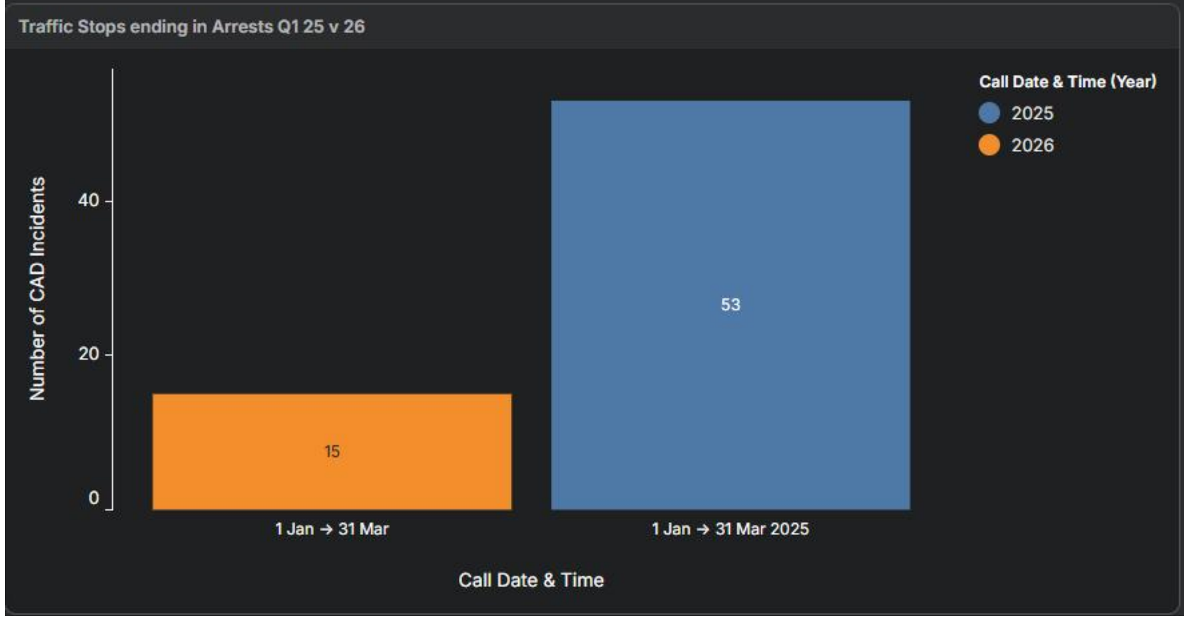
Suspect and victim were in a relationship in which the suspect came over to talk to the victim about the status of their relationship through the threshold of the apartment. The suspect, [redacted]) then forced his way into the apartment and began to destroy items while barricading himself in the victim's bedroom. When Bartow Police Department arrived with K9's in the residence, The subject fled into the attic and made entry to the neighboring unit and then jumped from the second story in an attempt to flee. The subject was then apprehended by Bartow Police Department. The subject was also armed during this incident.

Robberies and Shootings in the past 2 years



Traffic Stops– Q1 2026 / 2025

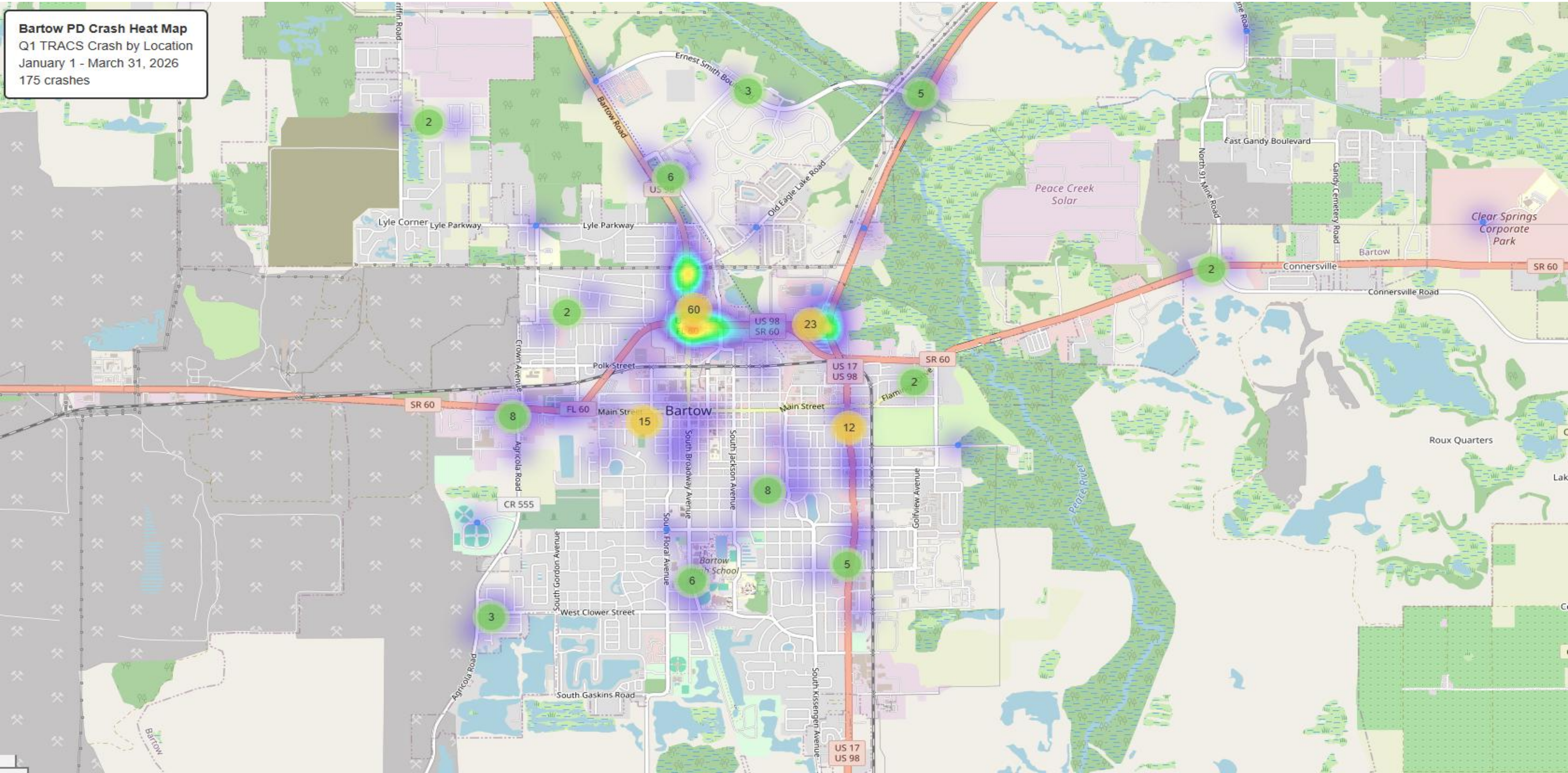




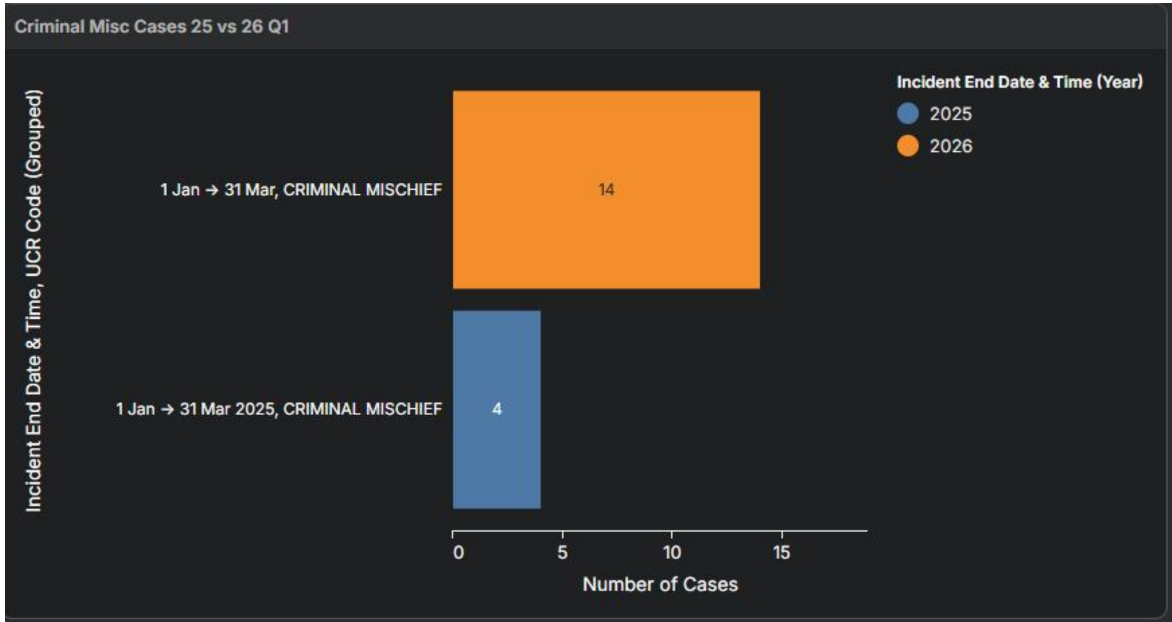
Out of the 15 Traffic Stop Arrests:

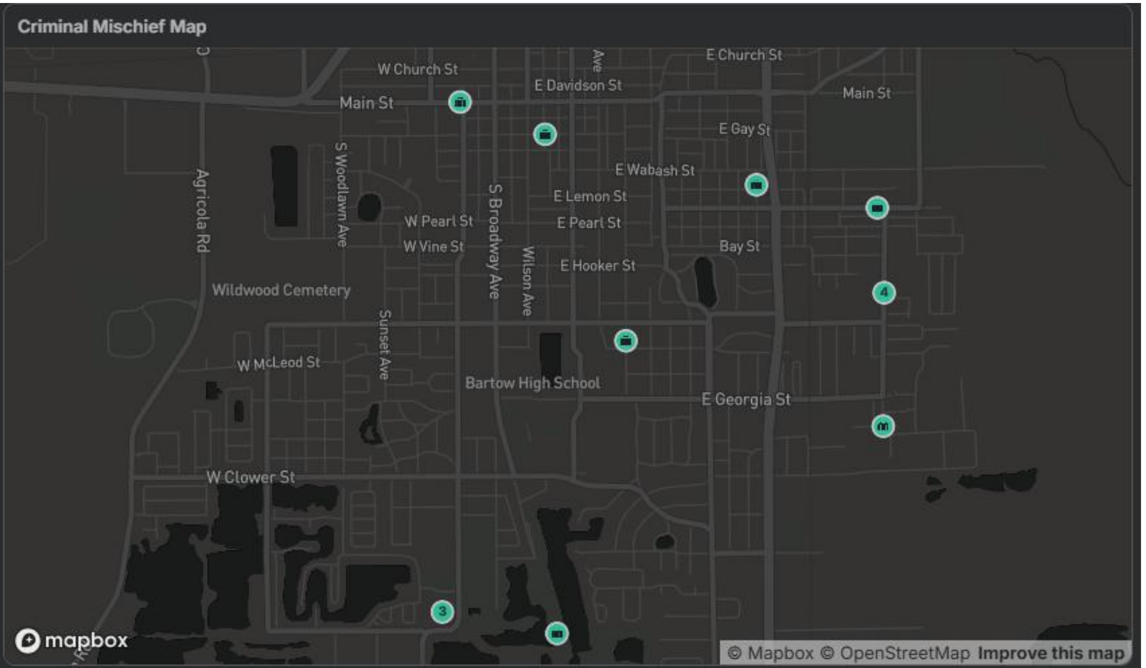
5 - DWLSR
4 - Warrant Arrests
3 - Narcotic Arrests
2 - Traffic Violation
1 - Assisting Other Agency

Traffic Heat Map Q1 2026



Criminal Mischief– Q1 2026 / 2025





Bartow Parks and Recreation - Criminal Mischief:

This quarter has several incidents where damage has been caused to two separate buildings under the City of Bartow Parks and Recreation department. The incidents include:

- **01/05/2026:** Damage to exterior wood panels of a structure and a sign had been stolen.
- **01/29/2026:** Emergency lights damaged with wiring exposed.
- **02/11/2026:** Structure had door kicked in causing damage to the frame, door handle, and damage to wood exterior.
- **03/09/2026:** Structure had broken windows from rocks and tree bark being thrown at them and had previous thefts and damages.

There are 6 out of 14 cases for Q1 2026 that are committed on the City of Bartow Parks and Recreation property. All other cases involve damages to private property.

Criminal Mischief on City of Bartow Property

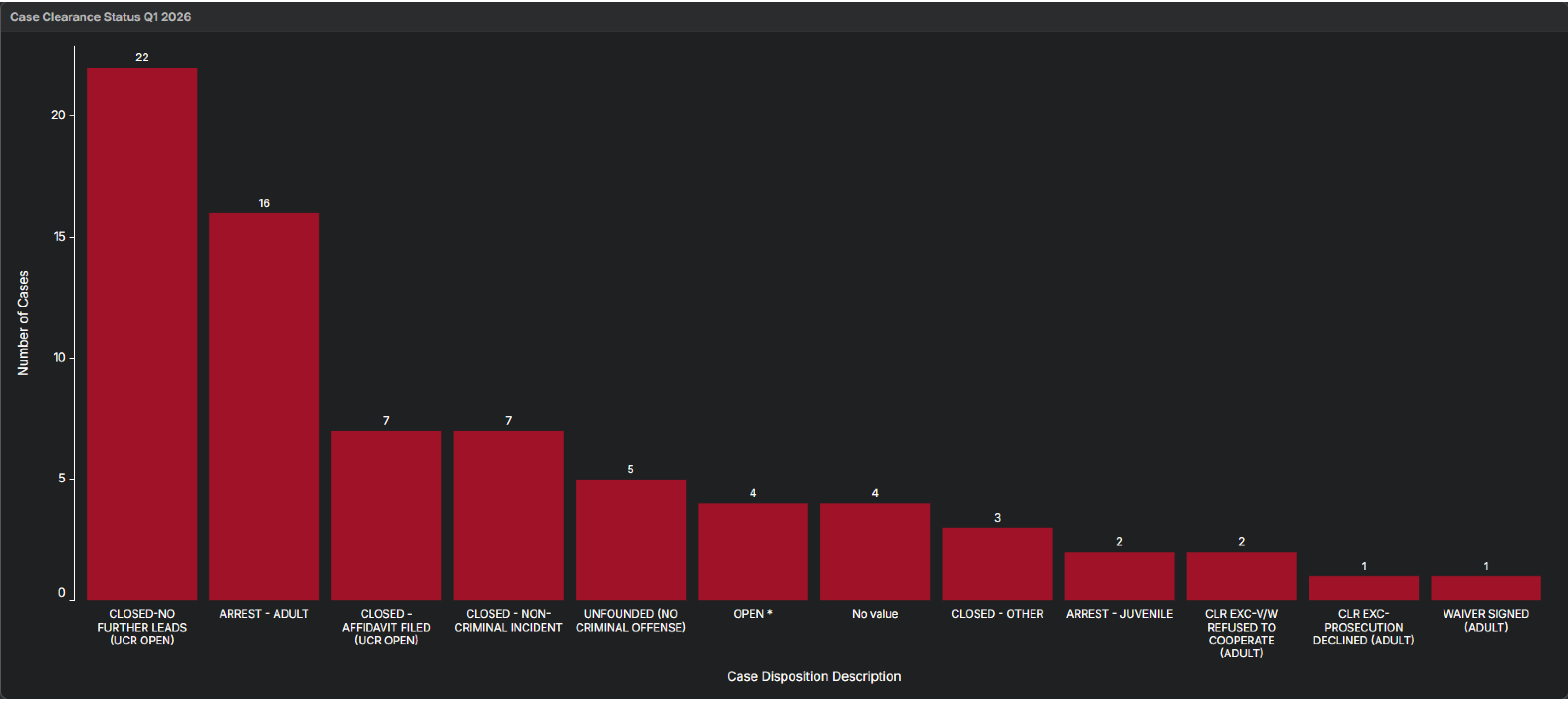
Search names, addresses... / Select

Layers | Case | Summary

Name	Agency	Source	Case Num...	Call Number	RC Status
26000057...	BAPD	TIBURON CRI...	260000575	260750681	RTF
26000057...	BAPD	TIBURON CRI...	260000574	260750628	RTF
26000031...	BAPD	TIBURON RMS	260000314	260421831	RTF
26000029...	BAPD	TIBURON RMS	260000297	260410701	RTF
2600002...	BAPD	TIBURON RMS	260000203	260290656	RTF
26000016...	BAPD	TIBURON RMS	260000165	260231771	RTF

Heat grid
Timeline

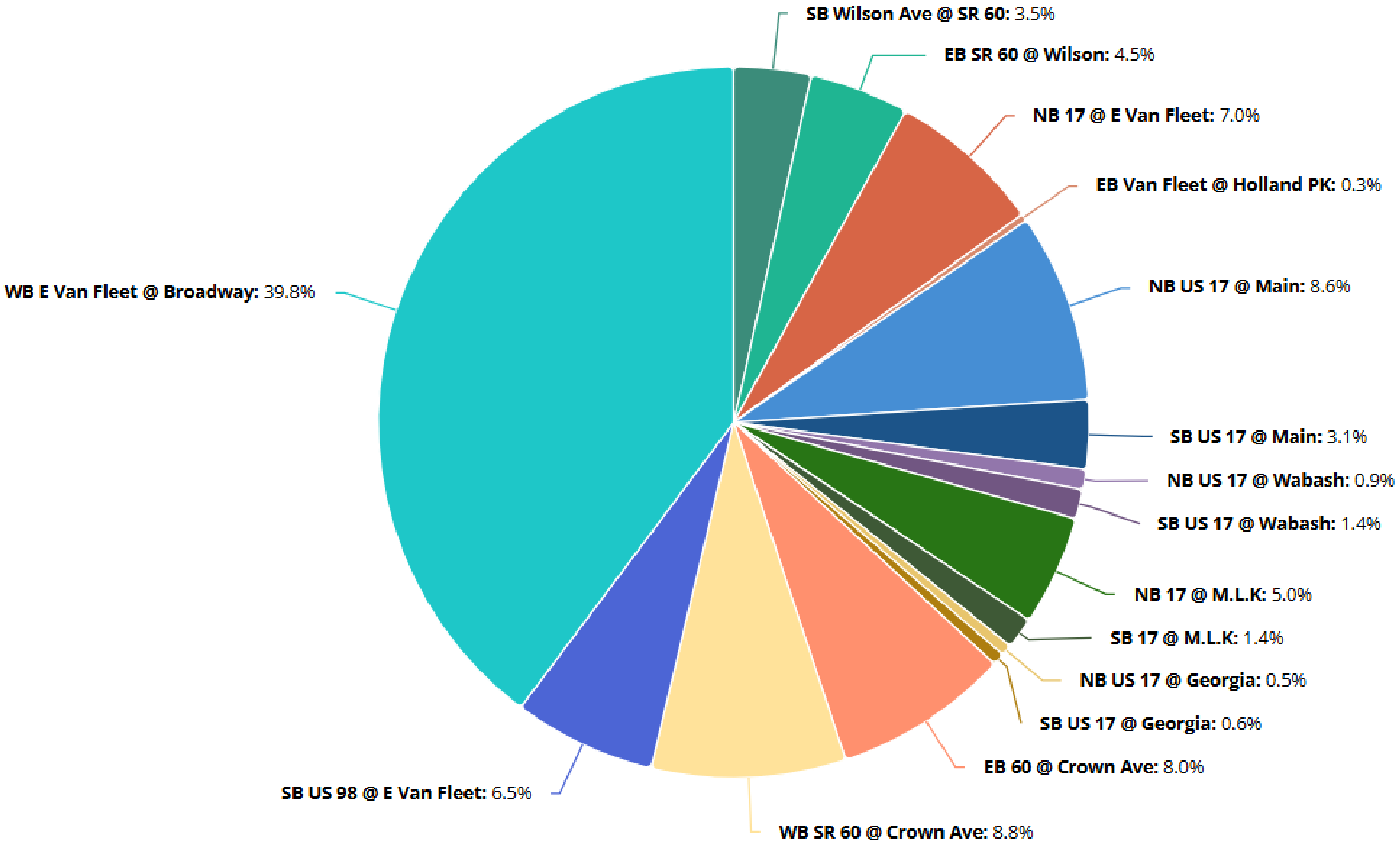
Case Clearance– Q1 2026 / 2025



**Unable to provide these statistics for Q1 2025 as case dispositions were not entered until Q4 2025.

RED LIGHT CAMERA UPDATE

For the first quarter of 2026, the department issued 6,519 Notice of Violations for subjects running red lights or making illegal turns at Red Light Camera intersections.



CALLS FOR SERVICE

During the first quarter of 2026, the Bartow Police Department has received 5,866 calls for service.

The average emergency response time for emergency (*Priority 1 calls*) of 5 minutes and 22 seconds from the time of the call received to the time on scene which is an 8.52% decrease from 2025's average emergency response time of 5 minutes and 52 seconds.

These times reflect from the time from the initial call being received (*first ring*) until an officer is on scene. The average time from call dispatched to on scene was 3 minutes and 11 seconds.

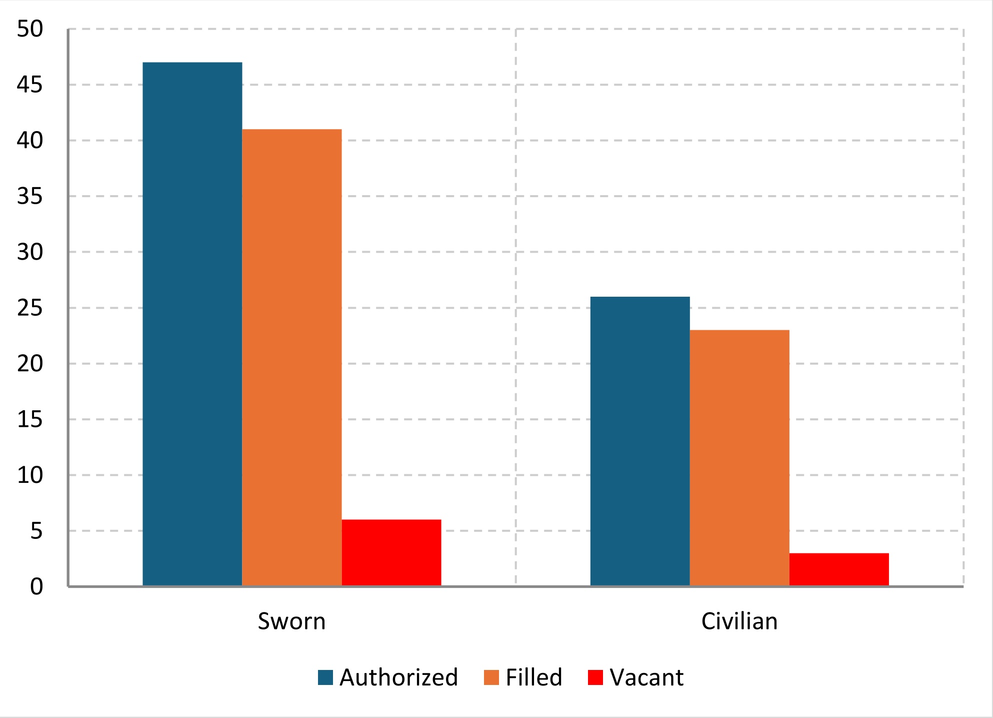
Average response time for non-emergency calls (*Priority 3 calls*) was 13 minutes and 37 seconds, from the time of the call received to the time on scene, which is a 9.67% increase in comparison to 2025.

These times reflect from the time from the initial call being received (*first ring*) until an officer is on scene. The average time from call dispatched to on scene was 6 minutes and 41 seconds.

Increased traffic is the primary reason for the increase in Priority 3 response times.

Staffing– Q1 2026

Staffing and Personnel Updates							
Category	**Authorized**	**Filled**	**Vacant**	**Recruiting / Hiring Progress**	**Overtime Costs**	**Overtime Reason**	**Significant Training Completed**
Sworn	47	41	6	Lowered vacancies from 14 to 6		Special events, staffing shortage, vacancy coverage, traffic details	Transition to Glock pistols and other firearms training. Implemented new TASERS
Civilian	26	23	3	Records, CSI, Dispatch		Dispatch shortage /records/admin overtime	CSI completed evidence conference
Total	**73**	**64**	**9**	**Getting closer to our goal**	**$0**	**Short staffed**	**Completed the transition to red dots**



Community Engagement– Q1 2026

Community Engagement

Community Events for January 1- March 31, 2026

January 16 – Friday Fest

January 23 – Spoke at Spessard Holland Safety Patrol Pinning

January 24 – Bartow Country New Year (Benefit for Church Service Center)

February 13 – Polk Street Overpass Community Event

February 14 – L.B. Brown Festival
February 19- MLK Parade

February 20 – Friday Fest

February 30 – Public Works Escort

March 6 – Honor Lula Longsworth at Union Academy

March 20 – Friday Fest
March 20- Unparade/St. Patrick's

May 15 – Friday Fest

April 25 – National Prescription Drug Buy Back

Lock Down Drills at Schools

1/15, 2/6, 2/25, 3/11, 4/2, 4/17, 4/21, 5/22

CRA Stats Contacts/Calls

Community Contacts=290 (Jan- 81, Feb-118, Mar- 91)

Business Checks – 39

Information - 31

Traffic Assignment – 30

Crashes – 14

Traffic Stops – 13

Unconfirmed Emergency – 11

Suspicious Incidents – 11

Alarm – 2

Alarms – 2

Animal Complaint – 2

Fight - 1

Disturbances – 1

Narcotics – 1

Community Engagement– Q1 2026

Community Engagement

Community Events for January 1- March 31, 2026

Other events/activties:

Provided bus passes for relocation assistance

Law Enforcement Memorial

Swearing in of Commission

St James AME Men's Ministry Against Gun Violence

Drug Court Graduation

Deputy Chiefs swearings-in

Polk County Chiefs Association Awards Banquet

South Florida State College Recruiting

Annual Main Street Downtown Meeting

Haines City Police Chief Swearing-in

Southeastern University Recruiting

Polk County Community Traffic Safety Meeting

Human Trafficking Operation with PCSO

City Leadership Training

Polk/Hardee Children's Advocacy Advisory Committee

National Day of Prayer

Parks and Rec Community Meeting

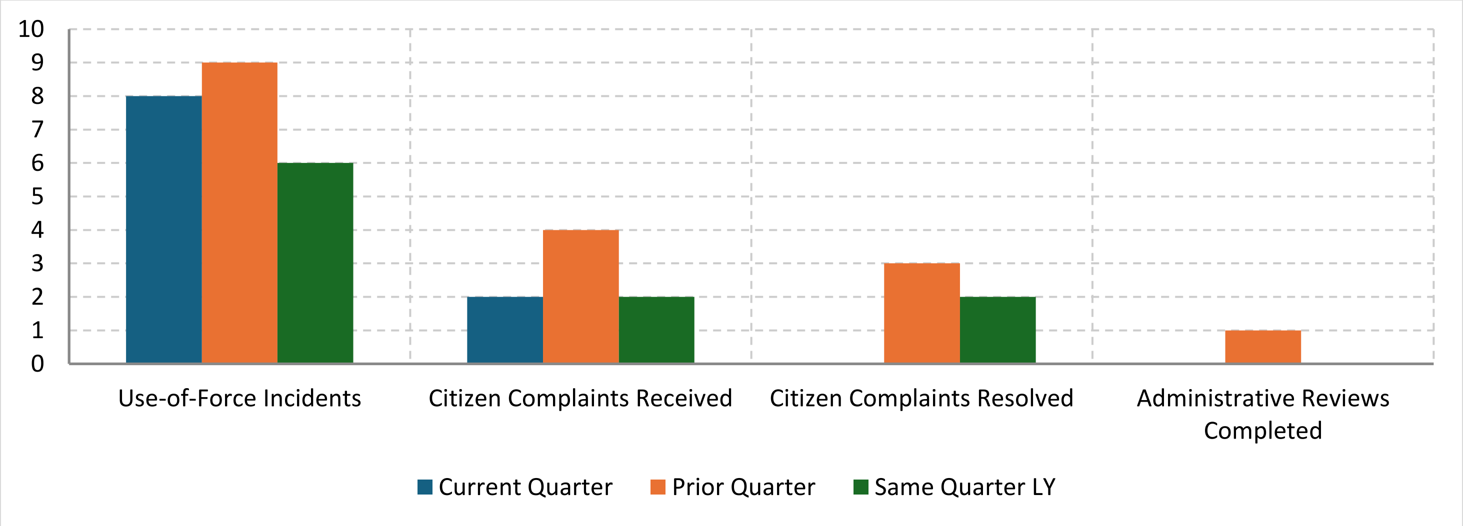
Projects and Initiatives– Q1 2026

Departmental Projects and Initiatives				
Project / Initiative	**Strategic Area**	**Status**	**Grant Funded?**	**Budget / Funding Note**
Launched the AI assistant (translation) on the BWC)	Technology	Completed	No	N/A
Launched the Drone program	Technology	Completed	No	N/A
Installed the initial cameras for the FUSUS program	Technology	In Progress	No	N/A
Chief's Citizen Advisory Board	Community	Completed	No	N/A
Held our Mock CFA Assessment	Accreditation	Completed	No	N/A
Received notification of 287 (g) payment	Federal	In Progress	Yes	$235,000 payment notice
Remodel of the building	Administration	In Progress	No	N/A
TraCS citation pilot program	Operations	In Progress	Yes	Grant Funded

Use of Force and I.A– Q1 2026

Use of Force and Internal Affairs Overview

Metric	Current Quarter (1st QTR 2026)	Prior Quarter (4th QTR 2025)	Same Quarter Last Year (1st QTR 2025)	Quarter Change 1st QRT 2025 to 1st QRT 2026	Year-over-Year Change	Narrative Explanation / Policy Update
Use-of-Force Incidents	8	9	6	Increase of 2	18 less YTD	(6) Firearm Display (2) Taser Display (1) Hands; All justified
Citizen Complaints Received	2	4	2	No change	9 less YTD	All Unfounded
Citizen Complaints Resolved	0	3	2	Decrease by 2	9 less YTD	Two under review currently
Administrative Reviews Completed	2	1	0	No change	2 less YTD	Pursuit and Conduct Unbecoming



Policy Updates	29	N/A	N/A	N/A	N/A	Working on completing a complete SOP review

Questions?

ITEM NO. 7(a)(6)

City of Bartow
Polk County's Capital City

COMMUNICATIONS UPDATE

From Laurie Hayes
Director of Communications
June 1, 2026

- **Introduction of two new members of Communications Team**
  - Henry Clagett, the City's new Digital Creative Technician, comes to us from the Bartow Police Department where he was assisting with recruitment and crime analysis while also creating social media content for the PD Facebook page including the popular Red Light Camera videos. Henry has a master's degree in Marketing and a Bachelors degree in Business Advertising from USF.

  - Nathan Cunningham joined us on May 18 as a Communications Intern. This position is being funded by a grant from FCCMA and attended their conference as part of his internship last week. Nathan currently is pursuing a Master's degree in Public Administration from USF. He will be working with the City part-time through mid-August and will be helping out with our internal communication with departments to better promote their services and news.

- **Media Coverage**
  - Bartow has been much in the news of late. I coordinated interviews with PRCA Director Jason Hargrove and three local media outlets that have been interested in our decision to put plans for an Aquatics Center on hold in light of rising costs and impending property tax reform. Over the weekend, Spectrum Bay News 9 also highlighted our process for devising a Parks and Recreation Master Plan, promoting the public meetings being held from 6-7pm on June 2 at Carver Recreation Center and June 3 at Polk Street Community Center.

  - Bartow was also proud to host a news conference with Senator Moody who came to speak about the Transparency in Recovery Assistance & Claims Knowledge Act, which would implement a status tracker on the FEMA website, so victims of a disaster have easily available knowledge and insight of their claim's progress. During the Senator's visit, City Manager Herr, Fire Chief Robinson and City Grants Administrator Sarah Jones were able to speak to her about Bartow's experience with FEMA reimbursement.

- **Social Media**
    - Facebook – 9,700 followers
        - Bartow had a viral moment last month when a story about two of our Electric crew members who assisted a woman travelling through our town with her children and mother with a flat tire resonated with our Facebook community. The post was viewed more than 60,000 times and garnered more than 1200 engagements and many shares.
        - Henry created a great piece highlighting a school visit by our Solid Waste crew that explained Bartow's recycling program. The video will also be posted on the Recycling page of the City website with an eye toward producing additional informational videos for City services.
        - An event page for our 4th of July festivities has been posted and will be updated as new details about the event are finalized.

    - Instagram
        - The City now has an Instagram page. We will be regularly adding content and promoting the new page in the coming weeks. The Bartow Police Department also has resurrected their Instagram page and is posting content.

    - YouTube
        - We will be loading more video content to this page in the near future

Independence Day Celebration

Brittany Saum
Recreation Specialist
Parks, Recreation & Cultural Arts

City of Bartow

Musicians

Charlie Imes

Musicians

Dallas Tyler Band

Musicians

Entertainment – Food Trucks

- PJ Barbeque
- Kona Ice
- Hy – Tech Cuisine
- Angels Empanadas
- Oreo Lady

And More

- Kids Zone
  - Tony the Balloon Guys
    - Balloon Artist
  - Red River Pony Parties
    - Petting Zoo
  - Olivia Lynn Sketches
    - Caricature artist
  - Fly High Inflatables
    - Rockwall, Games, Inflatables
  - Shimmer and Shine
    - Facepainting & Glitter Tattoos


30
50
10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Questions

CITY OF BARTOW, FLORIDA

TO:	City of Bartow Commission
VIA:	Mike Herr, City Manager
FROM:	Pamela Sams, Director of Community Affairs & Special Projects
DATE:	June 1, 2026
SUBJECT:	City Leadership and Faith-Based Community Luncheon

SUMMARY

The City Leadership and Faith-Based Community Luncheon is an initiative designed to strengthen collaboration, communication, and partnerships between City of Bartow and Bartow's faith-based community.

BACKGROUND

Faith based organizations and religious leaders play a vital role in supporting the social, physical, and spiritual well-being of residents throughout the City of Bartow. These organizations often serve as trusted community anchors that provide outreach services, mentorship, volunteerism, food assistance, youth engagement, emergency support, and neighborhood stabilization efforts.

To further strengthen relationships and improve communication between the City and the faith-based community, City leadership proposes hosting a City Leadership and Faith Based Community Luncheon at the Polk County History Center on either June 25, 2026, or July 14, 2026, at 11:30 a.m.

The luncheon will provide an opportunity for City leadership, department directors, public safety officials, and local faith-based leaders to engage in open dialogue regarding community needs, public safety, community engagement, service delivery, and collaborative partnership opportunities that positively impact the residents of Bartow.

STAFF ANALYSIS

The initiative is intended to promote or encourage stronger working relationships, improve information sharing, encourage civic participation, and create opportunities for unified community outreach efforts throughout Bartow.

The luncheon is intended to reflect broad community representation and encourage meaningful engagement among stakeholders committed to improving the quality of life for Bartow residents.

Participants may include:
- City Commission members;
- City administration and department directors;

- Bartow Police and Fire Department representatives;
- Community Redevelopment Agency representatives;
- Pastors, clergy, and ministry leaders;
- Faith based nonprofit organizations; and
- Community outreach organizations

PARTNERSHIP OPPORTUNITIES

The luncheon will also serve as a platform to identify potential partnership opportunities between the City and faith-based organizations, including:

- Volunteer coordination efforts;
- Resource and information sharing;
- Emergency preparedness and response support;
- Community outreach and engagement activities;
- Youth mentorship and family support initiatives;
- Educational workshops and awareness campaigns; and
- Collaborative neighborhood revitalization efforts.

Our City team believes strengthening these partnerships will improve communication, build community trust, and increase the City's ability to respond effectively to community needs.

NEXT STEPS AND ACTION ITEMS

Following the luncheon, staff will compile feedback and recommendations gathered during the discussions and identify opportunities for continued collaboration, which may include

- Scheduling future stakeholder meetings or roundtable discussions;
- Establishing working groups focused on key community priorities;
- Developing collaborative outreach initiatives;
- Enhancing communication channels between the City and faith-based organizations; and
- Identifying actionable strategies to strengthen partnerships and community engagement efforts.

ATTACHMENTS

None

Copy to: All Department Directors

ITEM NO. 10(a)

CITY OF BARTOW, FLORIDA

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

THROUGH: Mike Herr, City Manager

FROM: Pete Lear, Deputy City Manager

DATE: June 1, 2026

SUBJECT: Adoption of Budget Amendment for 25-26 Fiscal Year (Resolution No. 25-4264-R)

SUMMARY AND BACKGROUND

Florida Statute 166.241 allows a municipality to amend its budget at any time during the fiscal year or within 60 days following the end of the fiscal year. Budget amendments may be adopted in the same manner as the original budget. This resolution represents the first amendment for the City of Bartow's fiscal year ending September 30, 2026.

STAFF ANALYSIS

This amendment covers expenditures related the addition of a position for a Senior Planner in the General Fund. For the remainder of the fiscal year, this position will need a budget of $32,115 for salary and benefits. Additionally in the General Fund, the Library Story Trail is utilizing previous year's funding to complete the Story Trail in the amount of $565,000. This amount was not budgeted while awaiting the contract.

During this fiscal year, the City and the County entered into an agreement where the City would take over certain roads in exchange for the County providing funding in the amount of $1,300,000 in funding. These funds need to be budgeted as well as some impact fee money in order to complete road resurfacing projects in the current year. The Impact Fee funding amount is $326,396 which is available in the Transportation Impact Fee Fund.

Finally, FDOT has notified us of some utility relocations that need to be done. The estimates came in higher than originally planned as the project is significantly bigger. As a result, we need to budget $1,000,000 in both the Water and Wastewater Impact Fee Funds.

RECOMMENDATION

City Staff recommends the City Commission approve the resolution amending the 2025-26 budget as submitted.

ATTACHMENTS

Exhibit "A" – Line-item budget amendment for fiscal year ended September 30, 2026

ITEM NO. 10(a)

RESOLUTION NO. 26-4264-R

A RESOLUTION AMENDING THE FISCAL YEAR 2025-2026 ANNUAL BUDGET OF THE CITY OF BARTOW.

WHEREAS, the City Manager has certified that there are other financing sources available for appropriation and expenditures not originally proposed in the fiscal year 2025-2026 annual budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BARTOW, FLORIDA:

That the fiscal year 2025-2026 budget of the City of Bartow is hereby amended per Exhibit “A”.

PASSED on this 1st day of June 2026.

CITY OF BARTOW

By: ______________________________
Mayor Tanya Tucker

ATTEST:

By: ______________________________
City Clerk Jacqueline Poole

(seal)

Approved as to correctness and form:

By: ______________________________
City Attorney Sean R. Parker

Approved as to Substance:

By: ______________________________
City Manager Mike Herr

Resolution amending the 2025-2026 Budget for the fiscal year ending September 30, 2026

1.) To adjust estimated projected ending fund balances (pre-audit).

	Account	Description	Amended From	Amended To	Amended Difference
	Effect on Projected 2024-25 Ending Fund Balances				
	001 - 271000 - 000 - 000	Projected Fund Balance Forward (Decrease)-General Fund	13,481,040	12,883,925	(597,115)
	102 - 271000 - 000 - 000	Projected Fund Balance Forward (Decrease)-Transportation Fund	2,302,719	2,302,719	-
	321 - 271000 - 000 - 000	Projected Fund Balance Forward (Decrease)-Trans. Impact Fund	3,120,790	2,794,394	(326,396)
	324 - 271000 - 000 - 000	Projected Fund Balance Forward (Decrease)-Water Impact Fund	8,172,960	7,172,960	(1,000,000)
	325 - 271000 - 000 - 000	Projected Fund Balance Forward (Decrease)-WW Impact Fund	3,838,248	2,838,248	(1,000,000)

2.) General Fund

To appropriate funding for:
a. Senior Planner position
b. Library Story Trail

	Account	Description	Amended From	Amended To	Amended Difference
	Expenditure Detail				
a.	001 - 515101 - 112 - 101	Regular Salaries & Wages	136,136	168,251	32,115
b.	001 - 571201 - 663 - 001	Library Lake Trail	-	565,000	565,000
					597,115
	Effect on Projected 2024-25 Ending Fund Balance				
	001 - 271000 - 000 - 000	Projected Fund Balance Forward (Decrease) General Fund	13,481,040	12,883,925	(597,115)

3.) Transportation Fund and Transportation Impact Fee Fund

To appropriate funding for:
a. County funding for road rehabilitation
b. Wilson Avenue Upgrade

	Account	Description	Amended From	Amended To	Amended Difference
	Revenue Detail				
	102 - 337400 - 001 - 000	Polk County Appropriation	-	1,300,000	1,300,000
					1,300,000
	Expenditure Detail				
a.	102 - 541101 - 663 - 000	C/O Streets & Curbs	1,000,000	2,300,000	1,300,000
					1,300,000
b.	321 - 524201 - 663 - 000	C/O Streets & Curbs	-	326,396	326,396
	Effect on Projected 2024-25 Ending Fund Balance				
	102 - 271000 - 000 - 000	Projected Fund Balance Forward (Decrease) Transportation Fund	2,302,719	2,302,719	-
	321 - 271000 - 000 - 000	Projected Fund Balance Forward (Decrease) Trans. Impact Fund	3,120,790	2,794,394	(326,396)

4.) Water and Wastewater Impact Fee Funds

To appropriate funding for:
a. Utility line relocations

	Account	Description	Amended From	Amended To	Amended Difference
	Expenditure Detail				
a.	324 - 524201 - 663 - 001	Water & WW Line Relocation	-	1,000,000	1,000,000
a.	325 - 524201 - 663 - 001	Water & WW Line Relocation	-	1,000,000	1,000,000
					2,000,000
	Effect on Projected 2024-25 Ending Fund Balance				
	324 - 271000 - 000 - 000	Projected Fund Balance Forward (Decrease) Water Impact Fund	8,172,960	7,172,960	(1,000,000)
	325 - 271000 - 000 - 000	Projected Fund Balance Forward (Decrease) WW Impact Fund	3,838,248	2,838,248	(1,000,000)

ORDINANCE NO: 2026-03

AN ORDINANCE RELATING TO THE CITY OF BARTOW'S ANTI-LITTER ORDINANCE; AMENDING CERTAIN SECTIONS OF CHAPTER 38 OF THE CODE OF ORDINANCES OF THE CITY OF BARTOW; SPECIFICALLY UPDATING SECTIONS DEALING WITH DEFINITIONS AND THE CLEANLINESS OF THE EXTERIOR OF COMMERCIAL BUSINESS SPACES; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bartow has a series of ordinance sections related to the environment and the overall cleanliness of the City, which are codified in Chapter 38 of the Code of Ordinances and specifically the City's Anti-Littering ordinance that begins at Section 38-56 of the Code; and

WHEREAS, from time to time there is a need to review, revise, modify, delete, and/or add particular Sections to this Chapter as part of an overall update to the Chapter and in response to various events and conditions that exist in the City's facilities; and

WHEREAS, the Office of Code Compliance and Neighborhood Services, its staff, senior management, the City Attorney and the City Commission have had various discussions, operations and updates related to the overall level of cleanliness of the City, and have evaluated certain provisions of the Code that need updating and will provide additional resources to the City staff as well as guidance for the City's commercial businesses; and

WHEREAS, the City Commission finds that these updates to Chapter 38 are necessary and will serve to provide the City and its citizens with necessary updates and revisions to the Code;

NOW THEREFORE

BE IT ENACTED BY THE PEOPLE OF THE CITY OF BARTOW:

SECTION 1. This ordinance shall be commonly known as the "Anti-Litter Chapter 38 Update Ordinance of 2026" and may be so cited.

SECTION 2. Various Sections of Chapter 38 of the Code of Ordinances shall be revised and modified, as set forth in Exhibit ‘A’ to this ordinance, a copy of which is attached hereto and incorporated herein, such copy consisting of two (2) numbered pages. In accordance with §166.041(2), Florida Statutes, added language to existing code provisions shall be underlined and deleted language from existing code provisions shall be ~~stricken through~~.

SECTION 3. All existing ordinances of the City of Bartow in conflict with this ordinance are repealed to the extent necessary to give this ordinance full force and effect.

SECTION 4. If any provision or portion of this ordinance is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining portions, provisions, and regulations of this ordinance shall remain in full force and effect.

SECTION 5. Any scrivener’s error created as a result of the passage of this ordinance may be corrected by City of Bartow staff, without further legislative action, so long as the intent of this ordinance is preserved, by filing a revised copy thereof with the City Clerk’s office with the terms “Staff Revised” and the revision version number in the style of the ordinance.

SECTION 6. It is the intent of the City Commission that the provisions of Exhibit ‘A’ to this ordinance shall be codified as and become and be made a part of the permanent Code of Ordinances of the City of Bartow. The provisions of Exhibit ‘A’ to this ordinance may be renumbered or relettered to accomplish such intention and the word “ordinance”, or similar words, may be changed to “section,” “article”, or other appropriate word. Further, it is the intent of the City Commission that the implementation and instructional sections of this ordinance, Sections 1 through 7, shall not be codified. The Code codifier is granted liberal authority to codify the provisions of Exhibit ‘A’ to this ordinance, including the authority to modify cross-references as he or she may see fit to capture the intent of this ordinance.

SECTION 7. This ordinance shall take effect upon final passage.

INTRODUCED AND PASSED on first reading at the Regular meeting of the City of Bartow

City Commission held this 16th day of March, 2026.

PASSED AND ADOPTED on second reading at the Regular meeting of the City of Bartow City Commission held this 1st day of June, 2026.

CITY OF BARTOW

____
Tanya Tucker, Mayor

ATTEST:

____
Jacqueline Poole, City Clerk

APPROVED AS TO FORM:

____
Sean R. Parker, City Attorney

APPROVED AS TO SUBSTANCE:

____
Mike Herr, City Manager

ITEM NO. 10(b)

EXHIBIT "A"

Sec. 38-57 – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

…..

Exterior trash receptacle. Any outdoor trash can, bin, or other similar container located on commercial property and which has the primary purpose of being utilized for the disposal of garbage, litter, refuse or rubbish.

…..

Exterior areas. Includes the following spaces over which a commercial business has ownership or control: sidewalks, parking lots, entryways, service alleys, stormwater ponds, stormwater retention areas, dumpster confinement zones, and other customer-facing or access zones.

…..

Stormwater pond / retention area. For purposes of this section – a manmade basin or designated depression on commercial property designed to collect and retain rainwater or runoff for flood prevention or water quality treatment.

Sec. 38-62. ~~Merchants~~ Commercial Businesses, duty to keep ~~sidewalks~~ premises free of litter.

~~No person owning or occupying a place of business shall sweep into or deposit in any gutter, street or other public place within the City the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying places of business within the City shall keep the sidewalk in front of their business premises free of litter.~~

(a) This section applies to all commercial businesses within the City of Bartow.

(b) On each day that a commercial business is open to the public, and prior to the close of business for the day, the owner or operator shall:

1. Empty all exterior trash receptacles into an appropriate dumpster or other container owned by the City for routine solid waste pickup.

2. Remove all loose trash, litter, debris, or refuse from parking areas, entryways and walkways, dumpster zones, stormwater ponds and stormwater retention areas, and any other areas owned or controlled by the business.

(c) During its regular business hours, the commercial business must keep all exterior areas free from visible garbage, litter, refuse or rubbish and ensure exterior trash receptacles remain covered, sanitary, and do not overflow, leak, or attract pests.

(d) No person owning or occupying a commercial business shall sweep into or deposit in any gutter, street or other public place within the City any accumulation of garbage, litter, refuse or rubbish from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying a commercial business within the City shall keep the sidewalk in front of their premises free of garbage, litter, refuse or rubbish.

ITEM NO. 10(c)

CITY OF BARTOW, FLORIDA

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

THROUGH: Mike Herr, City Manager

FROM: Sean R. Parker, City Attorney

DATE: May 14, 2026

SUBJECT: **City Commissioner Term of Office and Qualifying Ordinance of 2026**
Consider on First Reading and approve Second Reading the City Commissioner Term of Office and Qualifying Ordinance of 2026 (Ordinance 2026-04) to update terms of office and update Chapter 34 of the Code of Ordinances

SUMMARY AND BACKGROUND

As the Commission is aware, there were 4 proposed Charter amendments placed on the April 2026 ballot, all having to do with the mechanics of shifting the election cycles for City Commission seats to the November cycle in odd-numbered years. All of the proposed amendments were approved by the voters, including the move to November, creating 4-year terms instead of 3, and other mechanical items to align everything with the new cycle of elections. That approval now prompts the need to extend the terms of office for the current sitting Commissioners and make other administrative changes to align everything with the new cycle.

STAFF ANALYSIS

The proposed change to Chapter 34 of the Code is an update to the timing of qualification. Instead of a February qualification week, setting up an April election, we will now have a September qualifying week, setting up a November election cycle. The other significant update in this ordinance is the extension of the current terms of office for all 5 Commissioners, so that your current terms match up with the new election cycles. Since you will now have the installation of new Commissioners and selection of a Mayor in January, your terms will run through that first meeting in January of the given years. The updated terms are as follows:

Seat 1 (At Large) – Tanya Tucker – Term extended to January 3, 2028

Seat 2 (Central District) – Laura Simpson – Term extended to January 3, 2028

Seat 3 (North District) – Trish Pfeiffer – Term extended to January 7, 2030

Seat 4 (At Large) – Gary Ball – Term extended to January 7, 2030

Seat 5 (East District) – Leo E. Longworth – Term extended to January 7, 2030

This extension of terms is authorized in both Chapters 100, and 166 of the Florida Statutes, as further cited in the Ordinance.

FISCAL IMPACT

The City should enjoy savings through the combination of less frequent elections, and consolidation with other cities on the odd-numbered year, November cycle.

RECOMMENDATION

City Staff recommends the City Commission consider on First Reading and then approve on Second reading, after a proper public hearing, the changes proposed to Sections 34-2 of the Code of Ordinances, and the appropriate extensions of terms of office for all City Commissioners.

ATTACHMENTS

ORDINANCE NO: 2026-04

AN ORDINANCE OF THE CITY OF BARTOW, FLORIDA, RELATING TO ELECTIONS AND THE TERMS OF OFFICE OF CITY COMMISSIONERS; AMENDING SECTION 34-2 OF THE CODE OF ORDINANCES; ESTABLISHING DATES FOR THE QUALIFYING PERIOD FOR THE ELECTION OF CITY COMMISSIONERS; EXTENDING THE CURRENT TERMS OF OFFICE OF SITTING COMMISSIONERS TO CORRESPOND WITH RECENT AMENDMENTS TO THE CITY CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

With attachment

ORDINANCE NO: 2026-04

AN ORDINANCE OF THE CITY OF BARTOW, FLORIDA, RELATING TO ELECTIONS AND THE TERMS OF OFFICE OF CITY COMMISSIONERS; AMENDING SECTION 34-2 OF THE CODE OF ORDINANCES; ESTABLISHING DATES FOR THE QUALIFYING PERIOD FOR THE ELECTION OF CITY COMMISSIONERS; EXTENDING THE CURRENT TERMS OF OFFICE OF SITTING COMMISSIONERS TO CORRESPOND WITH RECENT AMENDMENTS TO THE CITY CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Fla. Stat. §166.021 (2025), the City of Bartow, Florida ("CITY") has the power to enact legislation concerning any subject matter upon with the State Legislature may act, except when expressly prohibited by law; and

WHEREAS, specifically pursuant to Fla. Stat. §166.021(4) (2025), the CITY may make updates to the selection of election dates and qualifying periods for candidates and for changes in terms of office necessitated by such changes in election dates; and

WHEREAS, pursuant to Fla. Stat. §100.365(2) (2025), the CITY may, by ordinance, change the dates for qualifying and for the election of members of the governing body of the municipality and provide for the orderly transition of office resulting from such date changes; and

WHEREAS, in April 2026, the electors of the City of Bartow approved 4 separate amendments to the City Charter related to the timing of elections for City Commissioner, the length of terms of office for City Commissioners, the timing of any necessary run-off elections and the annual section of a Mayor; and

WHEREAS, Section 34-2 of the Code of Ordinances sets forth the terms and conditions for qualifications for candidates for City Commission, and the timing of and deadlines for applications for office must be submitted to the City Clerk; and

WHEREAS, as a result of the recently approved amendments to the City Charter, it is necessary to make the appropriate amendments to the Code of Ordinances, and to extend the terms of office of the currently sitting City Commissioners to align with the new schedule of elections which will now occur in the November election cycle during odd-numbered years;

NOW THEREFORE

BE IT ENACTED BY THE PEOPLE OF THE CITY OF BARTOW:

SECTION 1. This ordinance shall be commonly known as the "City Commissioner Term of Office and Qualifying Ordinance of 2026" and may be so cited.

SECTION 2. Chapter 34 of the Code of Ordinances shall be revised and modified, as set forth in Exhibit 'A' to this ordinance, a copy of which is attached hereto and incorporated herein, such copy consisting of one (1) numbered pages. In accordance with §166.041(2), Florida Statutes, added language to existing code provisions shall be underlined and deleted language from existing code provisions shall be ~~stricken through~~.

SECTION 3. Pursuant to the newly approved Charter amendments, and the authority of Fla. Stat. §166.021 (2025) and Fla. Stat. §100.365 (2025), the terms of office for the currently sitting City Commissioners are hereby extended to align with the newly approved election schedule, as follows:

Seat 1 (At Large) – Tanya Tucker – Term extended to January 3, 2028

Seat 2 (Central District) – Laura Simpson – Term extended to January 3, 2028

Seat 3 (North District) – Trish Pfeiffer – Term extended to January 7, 2030

Seat 4 (At Large) – Gary Ball – Term extended to January 7, 2030

Seat 5 (East District) – Leo E. Longworth – Term extended to January 7, 2030

SECTION 4. All existing ordinances of the City of Bartow in conflict with this ordinance are repealed to the extent necessary to give this ordinance full force and effect.

SECTION 5. If any provision or portion of this ordinance is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining portions, provisions, and regulations of this ordinance shall remain in full force and effect.

SECTION 6. Any scrivener's error created as a result of the passage of this ordinance may be corrected by City of Bartow staff, without further legislative action, so long as the intent of this ordinance is preserved, by filing a revised copy thereof with the City Clerk's office with the terms "Staff Revised" and the revision version number in the style of the ordinance.

SECTION 7. It is the intent of the City Commission that the provisions of Exhibit 'A' to this ordinance shall be codified as and become and be made a part of the permanent Code of Ordinances of the City of Bartow. The provisions of Exhibit 'A' to this ordinance may be renumbered or relettered to accomplish such intention and the word "ordinance", or similar words, may be changed to "section," "article", or other appropriate word. Further, it is the intent of the City Commission that the implementing and instructional sections of this ordinance, Sections 1 through 8, shall not be codified. The Code codifier is granted liberal authority to codify the provisions of Exhibit 'A' to this ordinance, including the authority to modify cross-references as he or she may see fit to capture the intent of this ordinance.

SECTION 8. This ordinance shall take effect upon final passage.

INTRODUCED AND PASSED on first reading at the Regular meeting of the City of Bartow City Commission held this 18th day of May, 2026.

PASSED AND ADOPTED on second reading at the Regular meeting of the City of Bartow City Commission held this 1st day of June, 2026.

{Note: the remainder of this page is left intentionally blank, with a signature page to follow}

CITY OF BARTOW

____
Tanya Tucker, Mayor

ATTEST:

____
Jacqueline Poole, City Clerk

APPROVED AS TO FORM:

____
Sean R. Parker, City Attorney

APPROVED AS TO SUBSTANCE:

____
Mike Herr, City Manager

EXHIBIT "A"

Sec. 34-2. - Qualifications of candidates for city commission.

The qualification period for candidates for the city commission shall commence at 9:00 a.m. on Monday of the first full week of ~~February~~ September and shall end at 5:00 p.m. on Friday of that week. Every person who shall become a candidate for nomination in the regular election shall qualify to become such candidate by filing with the city clerk, during the qualification period, his or her application to have his or her name printed on the ballot as a candidate and stating the seat to which the applicant seeks election. The application shall be in a form adopted by resolution by the city commission. All applications shall be accompanied by an affidavit that the candidate is a qualified elector of the city; that he or she has been a resident of the city continuously for 18 months immediately preceding the date of commencement for the term of office for which he or she seeks election; that he or she will hold no public office except for that of notary public, an officer in the national guard, or an officer in the organized reserve of the armed forces of the United States, upon the commencement of the term of office for which he or she seeks election; that he or she has not become and is not a candidate as a nominee or representative of any political party, or any committee or convention representing or acting for any political party; and if the candidate is seeking election to seat 2, 3 or 5 on the city commission, that he or she resides in the required district of the city, as depicted on the following diagram A, city commissioner residence districts.

ITEM NO. 11(a)

CITY OF BARTOW
CITY COMMISSION REGULAR MEETING
MONDAY, MAY 18, 2026, AT 6:00 P.M. (EST)
OR AS SOON THEREAFTER AS POSSIBLE
BARTOW CITY HALL – COMMISSION CHAMBERS
450 N. WILSON AVE, BARTOW, FL 33830

MINUTES

The City Commission of the City of Bartow met at a Regular Meeting on May 18, 2026, at 6:00 p.m. at the Bartow City Hall, Commission Chambers, 450 N. Wilson Avenue, Bartow, FL 33830. Notice of this meeting was posted at City Hall, Bartow Public Library, and on the City's website www.cityofbartow.net and Facebook page on May 14, 2026.

1. **CALL TO ORDER**

Mayor Tucker called the meeting to order at 6:04 p.m.

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

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

Commissioners Absent: Leo E. Longworth

Staff Members Present: City Manager Mike Herr, City Attorney Sean Parker, Deputy City Manager Peter Lear, PRCA Director Jason Hargrove, Fire Chief Jay Robinson, Police Chief Stephen Walker, Communications Director Laurie Hayes, Asst. City Manager John Hall, Asst. City Manager Tray Towles, Asst. PRCA Director Kyle Lasek, Director of Electric Utilities Michael Poucher, Asst. Electric Director Tony McDuffie, Electric Engineer Brent Foockle,, Public Works Director Billy Groover, Ofc. Duane Paul, Deputy Chief Kyle Dowdy, Deputy Chief Darrell Wilson, Director of Community Affairs & Special Projects Pam Sams, City Librarian Christina Hielscher, Recreation Program Supervisor Gwen Young, Golf Course Admin. Specialist III Grace Lassiter, IT Director Frank Canovaca, City Clerk Jacqueline Poole.

2. **INVOCATION**

Pastor Jesse Maxwell of Bible Baptist Church of Bartow was listed to deliver the invocation but was not present. Vice Mayor Laura Simpson offered the invocation in his place.

3. **PLEDGE OF ALLEGIANCE**

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

4. PROCLAMATIONS AND SPECIAL PRESENTATIONS

a. **Recognition of Mayor's Art Club Award Recipients – Peyton Pawley and Lilly Prince.**

Mayor Tucker recognized Mayor's Art Club Award recipient Peyton Pawley, noting she had been unable to attend the previous meeting.

Commissioner Trish Pfeiffer assisted with the introduction, explaining that this was the eighth year of the Mayor's Art Club program. She noted that Peyton Pawley's piece, titled "My Inner Personality," had been selected not only by a panel for the Mayor's Art Club but also by Bartow Hospital, and would be added to the hospital's permanent collection. She further noted that all recipients had received a $50 gift card from the Polk Arts Alliance, and that art teachers received a gift card from the UPS Store. She offered personal encouragement to the recipient, expressing hope that she would continue creating art throughout her life. The second recipient, Lilly Prince, was also recognized at this time but was not present.

b. **Issuance of proclamation recognizing May 21-25, 2026, as the 63rd Annual Sheriffs Youth Villa Classic Golf Tournament. Being accepted by Committee Members of the Sheriffs Youth Villa Classic Golf Tournament.**

City Attorney Parker read the proclamation in its entirety.

Mayor Tucker presented the proclamation.

Committee Member Karen Guffey accepted the proclamation on behalf of the committee and introduced other committee members present. She shared that this was her 41st year on the committee. She expressed deep gratitude to the City of Bartow, emphasizing that the event would not be possible without the city's continued support. She described how the Florida Sheriff's Youth Ranches pays for the college tuition, books, food, and all expenses for graduates of the program, and noted that 12 young people would graduate from the Youth Ranches high school program this year and come to reside at the renovated cottages in Bartow. She encouraged all community members to visit the Youth Ranches facility in Live Oak, saying, "I promise you, you'll cry," but that witnessing the impact of the program would leave them forever grateful.

Commissioner Pfeiffer added to the recognition, noting that Ms. Guffey had stepped in to save the event when another organization dropped it. She also shared a personal connection to the tournament, recalling that her father had played in one of the very first tournaments.

Ms. Guffey confirmed that the committee had taken over the event since its 49th anniversary and had grown it significantly since.

c. **Issuance of proclamation recognizing May 20, 2026, as Emancipation Day in Florida. Being accepted by Ms. Zelma Harris, Juneteenth Committee Co-Chairperson.**

City Attorney Parker read the proclamation in its entirety.

Mayor Tucker presented the proclamation. She thanked Ms. Harris and the Juneteenth Committee members for putting on the Juneteenth celebration every year for our City. She said they do a fantastic job

Ms. Harris Ms. Harris thanked the commission and provided a preview of upcoming Juneteenth festivities. She explained that Clifton Lewis, who had given her a history lesson that led to the merging of the Emancipation Day festival and the Juneteenth festival into one larger event. She invited the public to attend the Juneteenth celebration on June 6, 2026, at Over the Branch Park, describing an array of performers including bands, singers, Congo drum performers, and vendors. She expressed enthusiasm for the event and thanked the City of Bartow for making it possible, noting she would return in June with even more information.

d. **Issuance of proclamation recognizing May 2026 as National Pet Month. Being accepted by Jessica Ball with “Maggie Sue” of Hounds Downtown and Linda Holcomb with “Teddy”.**

City Attorney Parker read the proclamation in its entirety.

Mayor Tucker presented the proclamation.

The proclamation was accepted by Jessica Ball with "Maggie Sue", Linda Holcomb with "Teddy”, Mayor Tucker with “Mr. Quigley”, Commissioner Ball with “Winston Charles”, Commissioner Pfeiffer with “Beckett” & Vice Mayor Simpson.

e. **Issuance of proclamation recognizing May 2026 as National Bike Month. Being accepted by Commissioner Trish Pfeiffer and Bob Pfeiffer.**

City Attorney Parker read the proclamation in its entirety.

Mayor Tucker presented the proclamation. She had noted that Bartow had been featured on Channel 13 news that day in a segment about the pedestrian bridge, encouraging residents to watch the 10 o'clock broadcast.

The proclamation was accepted by Commissioner Pfeiffer and Bob Pfeiffer. Commissioner Pfeiffer noted that every month is National Bike Month to us, and crediting her husband Bob for getting her interested in cycling. She explained that she and Bob had been managing a cycling event in Bartow for 18 years after originally stepping in temporarily for another organizer who never reclaimed the event. She shared that their tagline is "cultivating a healthy lifestyle and a love of cycling." She highlighted the forthcoming pedestrian bridge on the Fort Fraser

Trail, which she described as a significant safety and connectivity improvement that would allow cyclists, walkers, wheelchair users, and others to cross safely, and that would connect Bartow to the 200-mile Florida Heartland Regional Trail Network, which she framed as a major eco-tourism opportunity for the city.

f. **Issuance of a proclamation recognizing May 2026 as Teacher Appreciation Month. Being accepted by Principal Nadia Lewis, Assistant Principal Alathea Towles and faculty of James E. Stephens Elementary School.**

City Attorney Parker read the proclamation in its entirety.

Mayor Tucker presented the proclamation Principal Nadia Lewis & Asst. Principal Alathea Towles from James E. Stephens Elementary and Teacher Kaitlyn Vazquez from Lewis Anna Woodbury Elementary Principal Lewis. She expressed personal significance in delivering this proclamation, noting that James E. Stephens Elementary was the school she attended as a child, and that her grandmother had worked there for over 30 years. She also acknowledged that her daughter Kaitlyn Vazquez is a teacher.

Principal Nadia Lewis invited her staff members present to join her. She expressed gratitude for the recognition. She spoke of her experience coming to Bartow four years ago and described the community's support as amazing. She noted that when she took over at Stephens Academy, the school had been a D-rated school, and that her staff had helped transform it into a B-rated school for the last two consecutive years. She expressed pride in representing the teachers of Bartow.

Commissioner Pfeiffer also recognized Erica Morris, the Polk County Public Schools Liaison for Bartow.

g. **Presentation of May Beautification Awards – Kyle Lasek, PRCA Asst. Director.**

PRCA Asst. Director Lasek presented the awards presented the May Beautification Awards.

The first residential award went to Mike and Gail Moville, who were unable to attend but were recognized for its Juniper Dwarf Azaleas and the border of dwarf azaleas along the side of the house located at 875 E. Stuart St.

The second residential award was presented to Keith and Susan Anderson of 2125 Rosewood Drive, who were in attendance. Their property was recognized for going above and beyond in landscaping, including hostas, impatient plants, and dianthus around the foundation of the front yard tree.

Mr. Anderson accepted the award, sharing that he and his wife had recently purchased the property about six months prior and that he was originally from Wisconsin. He noted that he had spent 44 years building and landscaping pools in the Florida Keys, expressing that he truly enjoys the work and that Bartow is a good town.

The commercial award was presented to the Racetrack gas station located on Highway 60 and Crown Avenue. Though the store's manager, was unable to attend, Asst. Director Lasek gave a shout-out to the location for going well above typical commercial landscaping expectations with pink muhly grass, cabbage palm groupings, rows of crape myrtles, viburnum, and a red maple in the center of their parking islands.

Ashley Long, Chairperson of the Beautification Advisory Committee, also took a moment to encourage residents to submit nominations through the City of Bartow website under the Boards and Commissions section. She clarified that residents could nominate themselves, their neighbors, or commercial properties, noting that the only requirements are the nominee's consent and a photograph, along with basic information about landscaping, house color, and overall curb appeal and community pride.

5. **GENERAL PUBLIC COMMENT**

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

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

Mayor Tucker opened the public comment period.

Gerald J. Cochran, 1615 North St., Bartow. Mr. Cochran expressed concern about the democratic process in city governance, stating that newly elected commissioners had sworn on the Bible to maintain the Constitution and uphold the freedom of the vote by the people of Bartow. He argued that many decisions are made by resolution without input from citizens, particularly regarding utility rate increases, and that the public should have a voice in those decisions. He further commented that the three-minute limit on public comment is, in his view, a restriction on freedom of speech and contrary to the Constitution and urged the commission to reconsider this limitation.

Errol Jones, P.O. Box 1552, Bartow. Mr. Jones addressed the commission, formally requesting that the following item be placed on the agenda for the June 1 meeting: "Consideration and approval of the donation of city-owned surplus land at 1527 Gate Street for development of affordable housing as required by the Florida Live Local Act." Mr. Jones cited the Florida Live Local Act, Senate Bill 102, Chapter 2023-17, noting that local governments are required to prioritize the use of surplus lands for the development of affordable housing that meets the 30-year affordability criteria mandated by Florida statutes.

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

6. **CITY ANNOUNCEMENTS**

Mayor Tucker offered congratulations to all high school graduates in Bartow, noting that Gause Academy was scheduled to graduate on Wednesday, Bartow High School, Summerlin Academy, and the IB program were scheduled to graduate on Thursday, and that Jean O'Dell had graduated earlier in the month.

7. **REPORT OF CHARTER OFFICERS**

a. **CITY MANAGER COMMUNICATIONS**

City Manager Herr

1. **FY 26-27 Non-Profit and Community Partner Funding Update – Mike Herr, City Manager and Peter Lear, Deputy City Manager**

City Manager Herr reported that on the previous Friday, staff had convened a meeting with community partners and non-profit organizations to provide guidance on how to make funding applications more compelling, with an emphasis on articulating outcomes. Approximately 15 to 16 representatives attended, including both returning organizations and new applicants. He noted that the city had awarded a total of $306,900 to various community partners and non-profits in the prior fiscal year, and that this meeting was intended to kick off the FY 26-27 application process. He outlined the upcoming schedule: applications are due on June 5 so that staff can review and organize them in advance of a special meeting to be held on June 25 at 9:00 AM for community partners and 10:30 AM for non-profits, where organizations will present to the commission. Budget workshops are scheduled for July 22 and July 24, beginning at 9:00 AM, during which the commission will provide directions on allocations. He also addressed the State CFO's directive requiring all cities and counties to produce a budget that illustrates the ability to achieve a 10% reduction in spending, and to post this on the city webpage. He also noted compliance with the CFO's directive to post the city's pay plan but stated his personal objection to posting employee names alongside salary information. He argued that posting the pay plan with position titles, minimums, midpoints, and maximums is itself a form of transparency. He indicated that anyone wishing to know individual employee names may file a public records request.

Commissioner Pfeiffer expressed personal agreement with the manager's position on employee name privacy. She also cautioned the commission to be mindful that the 10% budget reduction exercise required by the state this year may set a precedent for future mandates.

Deputy City Manager Peter Lear clarified that the commission would give directions at the budget workshops regarding whether to maintain the prior year's $306,000 funding allocation or adjust it, in the context of the CFO's required 10% reduction exercise.

2. **Bartow Police Department Recruiting Strategies – Stephen Walker, Chief of Police**

City Manager Herr stated he asked Chief Walker to present his department’s recruiting strategy before implementation, given its budget implications. He expressed 100% support for the strategy, describing it as responsible and prudent, and noted it would also be adaptable to a broader "first responders recruitment strategy" that could be applied to firefighters as well. He stated that he had already asked Fire Chief Robinson to study the strategy for potential adaptation.

Chief Walker began by noting the department's rebranding initiative, highlighting a new visual identity aimed at strengthening the department's public image and appealing to prospective recruits. He outlined the department's current and recommended recruiting priorities, which include strengthening the employee brand, emphasizing professionalism, training, and community engagement. He noted the department is working with Communications Department’s Digital Creative Technician, Henry Clagett, on videos and photography. He stressed the importance of year-round recruiting rather than only when vacancies exist, particularly for sworn positions. He reported that the department is close to fully staffing its dispatcher positions and currently has six sworn vacancies with candidates actively being processed: three recruits heading to the academy, three others in the background check phase, and the remaining positions with interested candidates. Chief Walker described the practice of calling applicants the same day their applications are received, a practice his deputy chiefs have been leading. He noted that this speed has led some applicants to drop from competing agency processes in favor of Bartow. He also discussed the use of internal officers as recruiters, with a proposed $1,000 incentive for officers who successfully recruit a candidate that completes the field training program. He detailed multiple entry pathways: certified officers, officers requiring equivalency training (ETO), and uncertified academy recruits and outlined the proposed signing bonus structure:

- Florida-certified officers: $10,000 total ($5,000 on hire, $1,000 at end of FTO, $4,000 at end of probation)
- ETO officers: $5,000 total ($2,500 on hire, $500 at end of FTO, $2,000 at end of probation)
- Academy recruits: $5,000 total ($2,500 on hire, $500 at end of FTO, $2,000 at end of probation)
- Education incentives: $2,500 for an AA degree, $5,000 for a bachelor's degree, or 4 years of military service
- Maximum possible bonus: $15,000
- Internal recruiter incentive: $1,000 ($500 on hire, $500 at completion of FTO)

Chief Walker noted that a 4-to-5-year commitment would be required, with a prorated claw back provision if a recruit departs early. He emphasized that the program is funded through salary lapses from existing vacancies, meaning there is no additional budget impact beyond the department's existing appropriation.

Commissioner Pfeiffer commended the chief and his deputy chiefs for their work, noting the importance of not just recruiting but also retaining staff through a strong culture. She acknowledged that Bartow cannot financially compete with the largest agencies, referring to the Sheriff's Office, but argued that Bartow has a unique identity as a potential "destination department." She praised the videos and community outreach being done by Officer Paul as a "cool factor" that distinguishes Bartow from other agencies. She also suggested that officers carry recruiting cards to hand out, calling it an inexpensive and potentially effective tool.

Mayor Tucker noted the department's visible activity in the community.

Chief Walker attributed much of the credit to his deputy chiefs, saying they brought some great ideas from outside and it's working.

3. **<u>Presentation of Summer Library Programs – Christina Hielscher, City Librarian</u>**

City Librarian Christina Hielscher presented the 2026 summer library programming. The theme for the summer is "Unearth Your Story," focusing on the history of the earth, the country, and the local community. She described a Jurassic carnival-themed kickoff event where attendees would receive summer bags containing reading logs, bookmarks, and Chick-fil-A gift certificates. Featured summer shows include a Dinosaur Musical, Science Heroes, a Gatorland presentation, and an end-of-summer Goodbye Party with snow cones and face painting. Regular programs such as Songs and Stories, Book Babies, Lego Club, Pokémon Club, and Teen Fandom and

Anime Club will continue, with additional themed programming including Kids Get Cooking (making dirt cups), a Florida Public Archaeology Network presentation, a Kids Get Fishing event presented by the Florida Department of Recreation and Parks, a Monarchs and Milkweed program with the Garden Club, and a Human Library event where adult volunteers share their personal stories with visitors at rotating stations. Additional special programs include an American Girl Party, a live-action Oregon Trail for teens, and a Hamilton Sing-Along as part of the city's celebration of the 250th anniversary of the United States. Librarian Hielscher described the reading incentive structure: reading one hour per week earns a free book; two hours per week earns either a Vox Dinosaur Audio Card or a raffle ticket; and three hours per week earns a choice of enamel dinosaur pin for a collectible lanyard. Vox Dinosaur Cards are themed trading cards with QR codes that link to age-appropriate dinosaur stories, which children can also trade with each other. Raffle prizes at the end of summer include golf course certificates, spots on the Halloween or Christmas parade floats, and tickets to Bok Tower. She displayed the lanyard with pins and described the tracker as being themed around the Munsell Soil Color Chart, a real scientific system used by geologists and archaeologists. She also described the Polk County Library Cooperative's countywide summer challenge, "Jurassic Polk," in which children can visit all Polk County libraries to complete activities and be entered to win a countywide raffle prize. Bartow's specific theme for the challenge is a "dinosaur hatchery," with staff-created videos tied to baby dinosaur eggs and challenges for each one. Adult programs include a journal jar crafting class, a Paint and Scoop event (ice cream replacing the usual drinks for Paint and Sip), a genealogy introduction using Ancestry.com with staff from the history center, an After Hours Indiana Jones inspired Murder Mystery, and an American Trilogy concert by Dave DeLuca, a tribute artist performing as Frank Sinatra, Elvis Presley, and Neil Diamond on Wednesday, July 15. Local historian Lloyd Harris will appear in a series of eight short social media videos titled "Tales of the Town, Bartow's 250 Tribute," released weekly throughout June and July.

Commissioner Pfeiffer inquired about attendance capacity and age demographics.

Librarian Hielscher confirmed that the major summer shows are held at the Civic Center due to the large crowds, noting that a Gatorland presentation a few years ago drew approximately 500 attendees, while other programs accommodate between 30 and 60 participants in the library's meeting room. She identified the elementary school age group as the most prevalent during summer, while noting that Book Babies and toddler story time regularly draw around 50 to 60 attendees and have grown significantly over the past year.

Vice Mayor Simpson expressed enthusiasm for the theme, noting that dinosaurs capture our imagination as young children and then it continues. She also praised the staff's book unboxing videos on social media, saying they help her discover new children's books for gifts.

4. **Update on Parks & Recreation Projects – Kyle Lasek, PRCA Asst. Director**

PRCA Asst. Director Kyle Lasek provided updates on numerous active projects.

Golf Course Cart Barn: the department is planning to install a cart barn near the first tee at the golf course, having moved away from an initial consideration near the smokehouse due to logistical concerns. The estimated cost is $300,000. Civil work will be performed by Kimley-Horn, with Henkelman identified as a CCNA contractor for vertical construction. The project is working through the purchasing and Public Works coordination process. A mural is also planned for the barn's backdrop. The legacy brick program will be sited nearby.

Commissioner Pfeiffer asked whether the cart barn would interfere with the first tee box, and Lasek confirmed it would not.

Golf Course Kitchen Plumbing: Asst. Director Lasek noted that the kitchen plumbing is outdated, and a scope has been submitted to Purchasing. Staff are focused on minimizing the closure period of Mulligan's restaurant, as health codes prohibit food service during kitchen construction.

Story Trail: Asst. Director Lasek confirmed that contracts have been signed, and the contractor was expected to begin staging on May 18. The projected timeline is 190 days from the start date, with a target completion of November 24, 2026. He expressed hope the project might finish ahead of schedule given its nature as largely concrete sidewalk installation.

Bartow Sports Complex Parking Lights: The department is procuring solar parking lights to encourage use of the open field east of the sports complex for overflow parking. The lights are designed to dim during overnight hours and illuminate near sunrise to minimize impacts on wildlife. Staff are in active negotiations with the selected contractor following an RFP process, working to resolve a slight budget overage. Public Works has agreed to handle installation.

Perry Weather Lightning Detection System: Asst. Director Lasek reported that a lightning detection system has been installed at the city's athletic complexes for $27,200 as a sole-source purchase. Final system tweaks were being completed, with an all-staff training meeting planned to include the Fire Department, parks and recreation staff, and tournament directors. He noted that during testing, horns may briefly sound at low volumes near residential areas and that the department would avoid activating during late-night hours.

Pittis Sports Complex Restrooms: A $37,000 budget is in place for restroom renovations at the Pittis Sports Complex. Six contractors walked the site earlier in the month, with bids due on May 20. The renovation is planned to begin July 5, and to be completed before league play begins in late August.

Skate Park at Mary Holland Park: Asst. Director Lasek clarified that this project is funded through the General Fund and is separate from the pump track and ADA improvements associated with the FRDAP grant, results of which are expected in

July. The skate park will be in the same footprint as the previous park. He noted that contract negotiations are ongoing, with City Attorney Parker reviewing and revising the contractor's submitted document. A public meeting is planned to gather input from the skate community.

Electronic Locks: Asst. Director Lasek described the installation of the Outdoor Link electronic lock system on city facilities, allowing staff to set automated open and close schedules based on time and events. The system is especially relevant to the downtown restrooms at Wilson and Summerlin.

Carver Recreation Center Multipurpose Field Lights: This project is funded in part through a $29,000 Community Development Block Grant (CDBG). The project has been submitted to Purchasing and will require a 30-day public advertisement and Davis-Bacon Act compliance. Pre-bid dates are expected to be scheduled by the end of the month.

Restroom Cameras: Asst. Director Lasek reported that cameras installed in and around public restrooms across the city have served as an effective deterrent. He relayed an incident in which a golf cart was stolen from the downtown cleaning maintenance program's staff; the cameras captured the theft on video, allowed identification of both the suspect and the exact time of the incident, and the cart was successfully recovered in cooperation with the Police Department. Cameras are located at Richland Manor, Mary Holland Park (three locations), Nye Jordan Park, Summerlin, the downtown restroom, Carver Recreation Center, Mosaic Park, MLK Gazebo, and Over the Branch Park.

Facility Security Cameras: Asst. Director Lasek noted that the Civic Center, Polk Street Community Center, and Carver Recreation Center will each receive interior and exterior camera systems to improve monitoring and incident prevention.

Community Chairs: Asst. Director Lasek confirmed that the newly purchased community chairs are in port as of May 22 and are being shipped directly to Florida, passing the vendor warehouse to save two to three days of transit time. He expressed enthusiasm at the arrival timeline and offered to bring a chair to the commission chambers for the commissioners to try.

Commissioner Pfeiffer confirmed she had already shared news of the chairs' arrival on social media.

5. **Update on Bartow Bash Summer Program – Gwen Young, Recreation Program Supervisor.**

Recreation Program Supervisor Young presented the update on the Bartow Bash summer program. She reported that enrollment opened after spring break and is nearly at capacity. Camp will run from June 8 through July 31 at two sites: the Carver Recreation Center (60 campers) and the Polk Street Community Center (30 campers). With participants able to enroll for individual weeks rather than the full eight-week session, approximately 140 to 160 total youth will participate over the course of the summer. The program serves children ages 5 to 12, or kindergarten through fifth grade, from 7:30 AM to 5:30 PM daily. Registration is available online at bartowrec.recdesk.com, via a QR code on the program flyer, or in person at the Civic Center. The cost is

$65 per week. She described a full summer of activities including STEM projects, arts and crafts, board games, outdoor play, kickball, dodgeball, foursquare, and pickleball. At least one field trip per week is planned, with nine total destinations including Gatorland, a Tampa Rays baseball game, Lake Eva Water Park, Elev8 Fun, Crayola Experience, and Medieval Times. Additionally, the program is partnered with city departments, including the Fire Department, which is scheduled to visit both camp sites to engage with youth through storytelling, safety information, and vehicle exploration. The program is also partnering with the city library, with campers scheduled to attend several library sessions and the end-of-summer party, where Bartow Bash will provide lunch and a magic show. Supervisor Young highlighted community sponsor support: the Polk County School Board is providing free lunches through July 23, with Mulligan's and Sisters with Soul covering the final week. Hibbitt Sports will provide 90 water bottles for the summer, and the Book Bus will visit the centers weekly to let campers choose books and engage in reading activities with staff. Lastly, Supervisor Young noted that eight staff members attended the Florida Recreation and Parks Association Summer Games Training on the prior Saturday, with four earning awards: Reggie McNeil received the Helpfulness Hero Award, Teresa Manning and Brittany Bomb each received the Spirit Award, and Delia received the Captain Award.

Commissioner Ball expressed enthusiasm for the program's value, noting the breadth of activities for $65 per week.

Commissioner Pfeiffer commended Supervisor Young for the recent Mother-Son Dance event and raised the question of programming for middle school-aged youth, noting that she had been hearing on social media that some residents feel there is nothing for kids to do. She asked whether a pickleball league or similar activity might be developed for that age group.

PRCA Director Hargrove responded that the department is exploring a counselors-in-training (CIT) program that would allow youth who age out of Bartow Bash to return as volunteers and eventually as junior counselors, creating a pipeline from camper to staff. Director Hargrove also reminded the public that the Polk County School Board's free lunch program is open to the broader community, not just enrolled campers.

b. **CITY ATTORNEY COMMUNICATIONS**

Regarding the public comment from Errol Jones about 1527 Gay Street, City Attorney Parker clarified that while the Florida Live Local Act does require cities to identify and consider surplus properties for affordable housing, the process is not as straightforward as placing an item directly on the next agenda. He indicated it is done more appropriately as a matter for discussion with City Manager Herr and planning staff. He noted he has received at least three separate inquiries about city-owned parcels since the departure of the former planning director and stated the need to engage the city's new contracted planning staff to assess these properties. He reported that the property at 1527 Gay Street appears to be approximately 0.2 acres, 60 feet wide by 140 feet deep, and has been city-owned since approximately 2005, likely acquired through the tax deed process. He noted it appears to be a double residential lot and committed to following up with Mr. Jones directly. He noted the city's existing surplus property ordinance includes a process for either public auction or directed disposition for specific uses such as affordable housing.

On the Story Trail project, City Attorney Parker noted that title examination work required as a condition of the grant has been completed, and the necessary documentation will be provided to the consultant the following day. He remarked on the interest of reviewing the title histories on Mary Holland Park and surrounding areas, noting the presence of old mining company names and historic Bartow family names in the chain of titles.

Regarding the skate park contract, City Attorney Parker described what he characterized as his first true AI problem, explaining that the design-build contract submitted by the contractor contained language that appeared to have been generated by artificial intelligence, technically coherent but unusual in phrasing and insufficient in scope. He stated that the four-page document was not adequate and that his summer intern is working on drafting a more appropriate design-build agreement to send to the contractor the following day.

City Attorney Parker also addressed the evening's attorney-client session. He asked the Commission to modify the agenda to move the Attorney-Client Session after the Commission Comments section. He advised that during the attorney-client (shade) session, all persons not listed in the noticed session will be asked to leave the chambers and the live broadcast will be stopped, as the public business portion of the meeting will have concluded. He explained that the session pertains to the Emilie development proceedings, noting that the commission had previously voted to deny all requests related to that project and that the developer has since filed three separate avenues of appeal. Outside counsel Ralph DeMeo would be present for the session, along with court reporter Linda McGill, who would transcribe the proceedings. Upon completion of the session, the commission would return to open session solely for the mayor to adjourn the meeting.

c. **LEGISLATIVE UPDATES**

There were no legislative updates to report.

8. **AGENDA MODIFICATION / APPROVAL**

MOTION was made by Commissioner Ball, seconded by Vice Mayor Simpson to modify the agenda to move the Commissioner Comments section ahead of the Attorney-Client Session.

VOTE TO THE MOTION WAS AS FOLLOWS:

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

Motion carried.

9. **PUBLIC COMMENT ON AGENDA ITEMS**

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

Mayor Tucker opened the public hearing.

With further comments, Mayor Tucker closed the public comment period.

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

a. **First reading and consideration of Ordinance No 2026-04 – AN ORDINANCE OF THE CITY OF BARTOW, FLORIDA, RELATING TO ELECTIONS AND THE TERMS OF OFFICE OF CITY COMMISSIONERS; AMENDING SECTION 34-2 OF THE CODE OF ORDINANCES; ESTABLISHING DATES FOR THE QUALIFYING PERIOD FOR THE ELECTION OF CITY COMMISSIONERS; EXTENDING THE CURRENT TERMS OF OFFICE OF SITTING COMMISSIONERS TO CORRESPOND WITH RECENT AMENDMENTS TO THE CITY CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

City Attorney Parker read the ordinance by title only:

"AN ORDINANCE OF THE CITY OF BARTOW, FLORIDA, RELATING TO ELECTIONS AND THE TERMS OF OFFICE OF CITY COMMISSIONERS; AMENDING SECTION 34-2 OF THE CODE OF ORDINANCES; ESTABLISHING DATES FOR THE QUALIFYING PERIOD FOR THE ELECTION OF CITY COMMISSIONERS; EXTENDING THE CURRENT TERMS OF OFFICE OF SITTING COMMISSIONERS TO CORRESPOND WITH RECENT AMENDMENTS TO THE CITY CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE."

MOTION was made by Commissioner Ball, seconded by Vice Mayor Simpson to pass on first reading Ordinance No. 2026-04, an ordinance of the City of Bartow, Florida, relating to elections and the terms of office of City Commissioners; amending Section 34-2 of the Code of Ordinances; establishing dates for the qualifying period for the election of City Commissioners; extending the current terms of office of sitting commissioners to correspond with recent amendments to the City Charter; providing for severability; providing for codification; providing for the administrative correction of scrivener's errors; providing for an effective date.

City Attorney Parker explained amending Section 34-2 of the Code of Ordinances to establish qualifying period dates for city commissioner elections and to extend the current terms of sitting commissioners aligns with the recent charter amendments approved by voters in April 2026. He noted that all four proposed charter amendments passed by significant margins in the April election, establishing a new November election cycle in odd-numbered years. As a result, the city code must be updated so that the qualifying period for candidates moves from February to September. The ordinance also adjusts sitting commissioners' terms of office to correspond with the new cycle.

ROLL CALL VOTE TO THE MOTION WAS AS FOLLOWS:

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

Motion carried.

11. **CONSENT AGENDA**

a. **Approval of May 4, 2026, City Commission Regular Meeting minutes.**

b. **Approval of May 4, 2026, City Commission Workshop minutes. (PRWC Update)**

c. **Approval of May 4, 2026, Mayor's Art Club Student Art Reception minutes.**

d. **Approval of City Staffing Reorganization Plan.**

e. **Approval of City Commissioner absence(s) for May 4, 2026, excusal(s): None**

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

VOTE TO THE MOTION WAS AS FOLLOWS:

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

Motion carried.

12. **OTHER COMMISSION BUSINESS**

a. **OLD BUSINESS – NONE**

b. **NEW BUSINESS – NONE**

13. **RESOLUTIONS**

a. **RESOLUTION NO. 26-4263-R – A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF BARTOW TO SELL OR DISPOSE OF SURPLUS OR OBSOLETE VEHICLES AND EQUIPMENT.**

City Attorney Parker read the resolution by title only:

"A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF BARTOW TO SELL OR DISPOSE OF SURPLUS OR OBSOLETE VEHICLES AND EQUIPMENT."

MOTION was made by Commissioner Ball, seconded by Vice Mayor Simpson to adopt Resolution No. 26-4263-R, a resolution authorizing the City Manager of the City of Bartow to sell or dispose of surplus or obsolete vehicles and equipment.

ROLL CALL VOTE TO THE MOTION WAS AS FOLLOWS:

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

Motion carried.

14. **COMMISSIONER COMMENTS:** *(was initially listed under Section 15)*

a. **GARY BALL**

Commissioner Ball thanked the Parks and Recreation department for the summer programming presentation, expressing confidence that the children of Bartow would have a wonderful summer.

b. **LEO E. LONGWORTH**

Commissioner Longworth was absent.

c. **TRISH PFEIFFER**

Commissioner Pfeiffer echoed Commissioner Ball's comments and thanked staff.

d. **LAURA SIMPSON**

Vice Mayor Simpson extended thanks to the Public Works department, noting that curbing and street paving work on the south side of Bartow is nearing completion. She acknowledged the patience of residents throughout the project and praised city staff for going out individually to address resident concerns one-on-one.

e. **TANYA TUCKER**

Mayor Tucker joined in expressing appreciation to Public Works and had no additional comments.

15. **ATTORNEY/CLIENT SESSION** *(was initially listed under Section 14)*

AN ATTORNEY/CLIENT SESSION OF THE CITY COMMISSION WILL BE HELD PURSUANT TO FLORIDA STATUTES 286.011(8). THIS IS A CLOSED SESSION.

Mayor Tucker recessed the Regular Meeting at 8:06 p.m.

Mayor Tucker convened the Attorney-Client Session at 8:10 p.m.

Mayor Tucker adjourned the Attorney-Client Session at 9:25 p.m.

Mayor Tucker reconvened the Regular Meeting at 9:26 p.m.

16. **ADJOURNMENT**

With no further business to discuss, Mayor Tucker adjourned the Regular Meeting at 9:25 p.m.

____
Mayor Tanya Tucker

ATTEST:

____
City Clerk Jacqueline Poole

(City Seal)

CITY OF BARTOW, FLORIDA

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

THROUGH: Mike Herr, City Manager

FROM: Sean R. Parker, City Attorney

DATE: May 27, 2026

SUBJECT: **Approval of contract and CRA funding memorandum for murals to be painted on public structures located at (1) the corner of Wilson Avenue and Summerlin Street and (2) Over the Branch Park on Polk Street for the purpose of community redevelopment and improvement**

SUMMARY AND BACKGROUND

CRA staff has identified locations to install murals as part of its Arts in Public Places program. The locations are two of the recently constructed public restrooms – one located at the corner of Wilson Avenue and Summerlin Street downtown and the other located at the Over the Branch Park on Polk Street near the Highway 60 overpass. The installation and maintenance of these murals will be paid for the CRA. The proposed agreement documents the terms between the vendor and the City. The funding memorandum documents the terms between the CRA and the City.

STAFF ANALYSIS

The CRA received a proposal for the mural project from the vendor, Vitale Brothers, and approved the project on February 25th. The City Commission previously reviewed the proposed mural renderings in a workshop meeting on February 2nd. Additionally, the project was reviewed by the Beautification Committee and the Recreation Committee.

The proposed agreement would require the vendor to provide reasonable maintenance of the murals for a period of eight (8) years following completion. The vendor will also grant both the City and the CRA a copyright release and a perpetual, non-exclusive, irrevocable, royalty-free license to the murals.

The CRA had previously budgeted $50,000 for its Arts in Public Places program that is available to fund the installation of these murals. At its meeting of May 27th, the CRA approved the funding memorandum allocating $34,000 to fund the proposed agreement. Such funding memorandum was drafted and approved by the CRA and awaits City Commission approval as required by Section 6 of the *Amended and Restated General Interlocal Agreement Between City of Bartow, Florida and Bartow Community Redevelopment Agency*.

FISCAL IMPACT

The cost of $34,000 will be paid solely from the CRA's Arts in Public Places program budget.

RECOMMENDATION

City Staff recommends the City Commission approve this contract and funding memorandum for the painting of murals on public structures, as detailed in the attached mural project agreement and CRA memorandum.

ATTACHMENTS

Mural Project Agreement
CRA Funding Memorandum
Conceptual Renderings
Copyright Release

MASTER REDEVELOPMENT PLACEMAKING AND COMMUNITY ENGAGEMENT MURAL PROJECT AGREEMENT
#PM-01-25

This ***Master Redevelopment Placemaking and Community Engagement Mural Project Agreement*** (“Agreement”), effective June ___ 2026, (“Effective Date”), is made between the **City of Bartow, Florida**, a Florida municipal corporation (“City”), and the individual listed below competent to execute agreements under Florida law:

Name and Mailing Address:

John Vitale
Vitale Brothers
5013 20th Ave. S.
Gulfport, FL 33707

(“Vendor”).

WITNESSETH:

WHEREAS, the **Community Redevelopment Agency of the City of Bartow**, a Florida community redevelopment agency and dependent special district of the City of Bartow, Florida (“Bartow CRA” or “CRA”) is organized under Part III of Chapter 163, Florida Statutes and Ordinance 1547-A of the City of Bartow to advance the purposes contained therein within the areas designated and identified by the active community redevelopment plan of the City of Bartow, Florida as of the Effective Date; and

WHEREAS, the CRA has the authority under §163.370(2)(c)5., Florida Statutes to “[carry] out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the community redevelopment plan”, the authority under §163.370(2)(e) 6., Florida Statutes to “enter into any contracts necessary to effectuate [community redevelopment purposes]”, and the authority under §163.370(2)(l), Florida Statutes to “appropriate such funds and make such expenditures as are necessary to carry out [community redevelopment purposes]”; and

WHEREAS, the Vendor has submitted a proposal for an Arts in Public Places project (the “Mural Project”) involving the CRA’s Placemaking and Community Engagement program to the CRA for review, a copy of which is attached hereto and incorporated herein as Exhibit “A” (the “Proposal”), and such Proposal has been determined by the CRA’s Board of Commissioners to be consistent with the Bartow CRA’s active community redevelopment plan, and eligible for funding under the Bartow CRA’s active increment revenue trust fund funding policies; and

WHEREAS, the City has recently constructed public bathroom facilities at a variety of strategic locations around the City, including specifically the new buildings located at the corner of Wilson Avenue and Summerlin Street downtown, and at the Over the Branch Park

location on Polk Street near the Hwy 60 overpass; and

WHEREAS, the purpose of this Agreement is to articulate the terms and conditions for the provision of funding by the Bartow CRA to the Vendor from lawfully appropriated increment revenue in the Bartow CRA's redevelopment trust fund for the community redevelopment project described in the Proposal, including, but not limited to, the activity to be undertaken by the Vendor, the applicable funding program requirements and rules promulgated by the Bartow CRA, the expected deliverables to be generated by the Vendor as part of its project or activity and the timetable for delivery the same; and

WHEREAS, the CRA's Board of Commissioners has determined that providing funding in an amount up to Thirty-Four Thousand Dollars and zero cents ($34,000) to underwrite the cost of the Mural Project is a prudent use of CRA funds; and

WHEREAS, pursuant to the Interlocal Agreement between the City and the CRA, a Funding Memorandum has been developed and approved by both Boards to document the funding mechanism as set forth above. A copy of the executed Funding Memorandum is attached hereto as Exhibit "B";

WHEREAS, as part of the installation of the Mural Project, the Vendor has agreed to provide the City and the CRA with a formal Covenant, Copyright Release, Rights Waiver and Indemnification Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "C";

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Vendor agree as follows:

Section 1. <u>Incorporation of Recitals.</u>

The above recitals are incorporated herein and agreed by the Vendor and the City to be true and correct statements of fact.

Section 2. <u>Term.</u>

The term of this Agreement shall be for a period of eight (8) calendar years, beginning with the Effective Date, unless earlier terminated under the terms of this Agreement.

Section 3. <u>Project Performance; Warranty.</u>

(a) Vendor shall generate and perform the art installation depicted and described in the attached Mural Project Proposal for the City and shall provide all labor, materials, equipment, and supervision necessary to complete the same. The scope of work for the Mural Project shall include all artistic integration, environmental coverage, and maintenance for completion of the project, including but not limited to, the following:

(1) Artistic integration for (A) wall to wall mural artwork coverage for the area

designated by the City; (B) trim integration and coordinated paint application; (C) bathroom doors, fixtures, and outlets incorporated into the mural design; and (D) full base color activation throughout the designated space.

(2) Surface preparation, including priming, cleaning and treatment of wall surfaces as necessary, and minor surface repairs as needed to ensure proper paint adhesion and mural integrity.

(3) Painting and application of art, including professional grade base painting and thematic color systems, professional grade exterior paint application, and integration of the approved mural design for the designated area.

(4) Protective finishing, application of protective UV-resistant sealer to artwork, and application of weather-resistant coatings suitable for exterior environmental exposure.

(b) Vendor shall provide or procure all equipment necessary for the professional performance and installation of the Mural Project including, but not limited to, ladders and scaffolding, lifts if required, drop clothes, protective coverings, safety equipment, and personal protective gear.

(c) Vendor shall ensure all work is completed in a professional manner consistent with recognized public art installation standards. Vendor shall warrant that materials and workmanship used in the Mural Project shall be free from defects for a period of eight (8) years from completion. Paint shall not peel, crack, or excessively fade under normal conditions based on exposure to the elements. Vendor agrees to provide reasonable touch-up services if defects or fading occur within the eight (8) year warranty period.

Section 4. <u>General Vendor Covenants.</u>

(a) *Use and Disposition of Funds Received*. Funds received by Vendor from the CRA shall only be used towards the payment of expenses for the installation and production costs associated with the performance of the Vendor's work in accordance with the terms of this Agreement.

(b) *Nondiscrimination.* Vendor for itself, its agents, and representatives, as part of the consideration for this Agreement, does covenant and agree that: (1) no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the operation of this program project; and (2) in the management, operation, or provision of the program activities authorized and enabled by this Agreement, no person shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination on the grounds of race, color, religion, age, disability, gender, sexual orientation, marital status, national origin, or genetic information, except that age may be taken into consideration to the extent that the age of an employee is a bona fide occupational qualification, as permitted by law. In the event Vendor violates any of the non-discrimination covenants in this Agreement, the City shall have the right to terminate this Agreement immediately, without regard to any grace period or opportunity to cure.

(c) *Liability and Indemnification.* Vendor represents to the City that it is skilled in the trade and is fully able to perform the Mural Project scope of work. Vendor shall have sole and exclusive control over the means and methods of construction of the Project, and, consequentially, shall be solely liable for any and all demands, suits, and actions whatsoever in law or in equity, arising out of, or in any way connected to, the Project and performance of the Scope of Work. In the performance of its activities, Vendor shall act as an independent contractor and agrees to assume all risks of performing the Mural Project scope of work and the agreed upon services. Vendor, including its employees, agents and subcontractors, shall indemnify, hold harmless and defend the City and the CRA, from and against any loss, claim, action, damage, injury, liability, cost, and expense of whatsoever kind or nature (including without limitation attorneys' fees and costs) related to any demands, suits and actions of any kind brought against the City or the CRA, or other damages or losses incurred or sustained, or claimed to have been incurred or sustained, by any person or persons arising out of or in connection with any act or omission of Vendor, its contractors, subcontractors, agents, officers, employees, representatives, successors or assigns. This indemnification shall survive the termination of this Agreement. The terms “City” and "CRA" as used in this Section shall include all officers, board members, employees, representatives, agents, successors and assigns of the City and/or the CRA, as applicable.

(d) *Sovereign Immunity.* Nothing herein shall be deemed a waiver of the City’s or the CRA’s sovereign immunity or of the statutory limits of liability announced in Section 768.28 of the Florida Statutes (2025) to a single claimant, which the parties expressly agree shall be the maximum amount of liability of the City and the CRA, regardless of whether the theory of recovery or cause of action sounds in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

(e) *Compliance with Laws.* Vendor shall comply with all applicable federal, state, county, and local laws, rules, and regulations. If it is ever determined that this Agreement violates any federal, state, county, or local laws, rules, or regulations, Vendor shall cure the non-compliance promptly or the City may terminate this Agreement without regard to any additional grace period or opportunity to cure.

Section 5. Payment.

The CRA will pay Vendor for costs incurred for providing project activities and executing all services as authorized by this Agreement in an amount not to exceed Thirty-Four Thousand Dollars and zero cents ($34,000.00). Vendor agrees to submit a W9 and an invoice for payment to the CRA for the installation of mural art upon completion of art at each individual project site. Payment will be made within the time permitted by the *Florida Local Government Prompt Payment Act*, Part VII, Chapter 215, Florida Statutes.

Section 6. General Provisions and Required Clauses.

(a) *Merger.* This Agreement constitutes the entire Agreement of the parties on the subject hereof and may not be changed, modified, or discharged except by written amendment duly executed by both parties. No representations or warranties by either party shall be binding unless expressed herein or in a duly executed amendment hereof.

(b) *Termination.* Failure to adhere to any of the provisions of this Agreement in material respect shall constitute cause for termination. Either party may terminate this Agreement for cause by giving the other party thirty (30) days' written notice of default and of its intent to terminate. If the default is not cured within thirty (30) days period following receipt of the notice, this Agreement shall terminate on the thirty first (31st) day.

(c) *E-Verify.* By entering into this Agreement, the Vendor becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor and any subcontractor hired by the Vendor. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination.

(d) *Scrutinized Companies.* Section 287.135, Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes, or is engaged in a boycott of Israel; or for One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. Vendor agrees that this Agreement will be subject to termination by the City if the contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or found to be engaged in a boycott of Israel, or if this Agreement is for One Million Dollars ($1,000,000.00) or more, is found to have been placed on the *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Sector List*, or been engaged in business operations in Cuba or Syria.

(e) *No Consideration of Social, Political, and Ideological Interests.* Vendor acknowledges receipt of notice from the City of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective firm based on the prospective firm's social, political or ideological interests or requesting documentation from, or considering, a prospective firm's social, political, or ideological interests when determining if the prospective firm is a responsible vendor. Vendor affirms and agrees that the City did not request any documentation about, or give any consideration to, the Firm's social, political, or ideological interests in the award of this Agreement.

(f) *Contracting with Foreign Entities.* By executing this Agreement, Vendor affirms that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, Vendor certifies that no government of a Foreign Country of Concern has a "controlling interest" in Vendor as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Vendor organized under the laws of a Foreign Country of Concern, nor does the Vendor have its principal place of business located in a Foreign Country of Concern. If this Contract permits the Vendor to access the personal identifying information of any individual, Vendor agrees to notify the City in advance of any contemplated transaction that would cause Vendor to be disqualified from such access under Section 287.138 of the Florida Statutes. Vendor agrees to furnish the City with an affidavit signed by an officer or representative of the Vendor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

(g) *No Coercion.* Vendor acknowledges that Section 787.06 of the Florida Statutes requires each nongovernmental entity that is executing, renewing, or extending a contract with a public governmental entity to provide the governmental entity with an affidavit signed by an officer or authorized representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as those terms are defined by law. Vendor agrees to furnish the City with the necessary affidavit signed by an officer or authorized representative of Firm under penalty of perjury at any time and upon request.

(h) *Notices.* Any notice required or permitted to be given by the provisions of this Agreement shall be conclusively deemed to have been received by a party hereto on the date it is hand-delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by certified mail (postage prepaid), on the 5th business day after the day on which such notice is mailed and properly addressed.

Vendor: Addressed as shown above

City: City of Bartow
450 North Wilson Ave
Bartow, FL 33830

(the rest of this page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this Master Redevelopment Placemaking and Community Engagement Mural Project Agreement as of the date first above written.

VITALE BROTHERS

By: ________________________________
John Vitale
Authorized Signatory

WITNESSES:

____
Printed Name:

____
Printed Name:

____

CITY OF BARTOW, FLORIDA

By: _________________________________
Mike Herr, City Manager

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

____
City Attorney

BARTOW CRA Progress You Can Live In

MEMO

To: CRA Board

From: C. Howard Smith, CRA Director

Date: 4/16/2026

Re: Funding Memorandum for Approval of CRA Funding Allocation for Master Redevelopment Placemaking and Community Engagement Mural Project Agreement

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Proposed Action

CRA Board approval of this funding memorandum, pursuant to an allocation of Thirty-Four Thousand Dollars and zero cents ($34,000.00) for the purposes of funding an Arts in Public Places project (the "Mural Project"), which the CRA approved at the meeting on February 25, 2026.

Project Description

The CRA will provide funding for murals to be painted by various artists under the supervision of vendor John Vitale of Vitale Brothers ("Vendor") on public structures owned by the City of Bartow.

Requirements, Terms, and Conditions

Upon completion of each installation of mural art at each individual project site, the Vendor will submit an invoice for costs and services to the CRA for payment within the time permitted by the *Florida Local Government Prompt Payment Act*, Part VII, Chapter 215, Florida Statutes. The total of all said invoices is not to exceed Thirty-Four Thousand Dollars and zero cents ($34,000.00).

Participation and Performance

The CRA Executive Director will oversee the installation of the murals consistent with the Mural Project Proposal of the CRA. The City of Bartow will provide routine maintenance for the public restroom structures in accordance with the City's current maintenance practices. However, repairs to the murals themselves will be the obligation of the Vendor.

____
C. Howard Smith, CRA Director

Bartow CRA Community Redevelopment Agency (CRA)

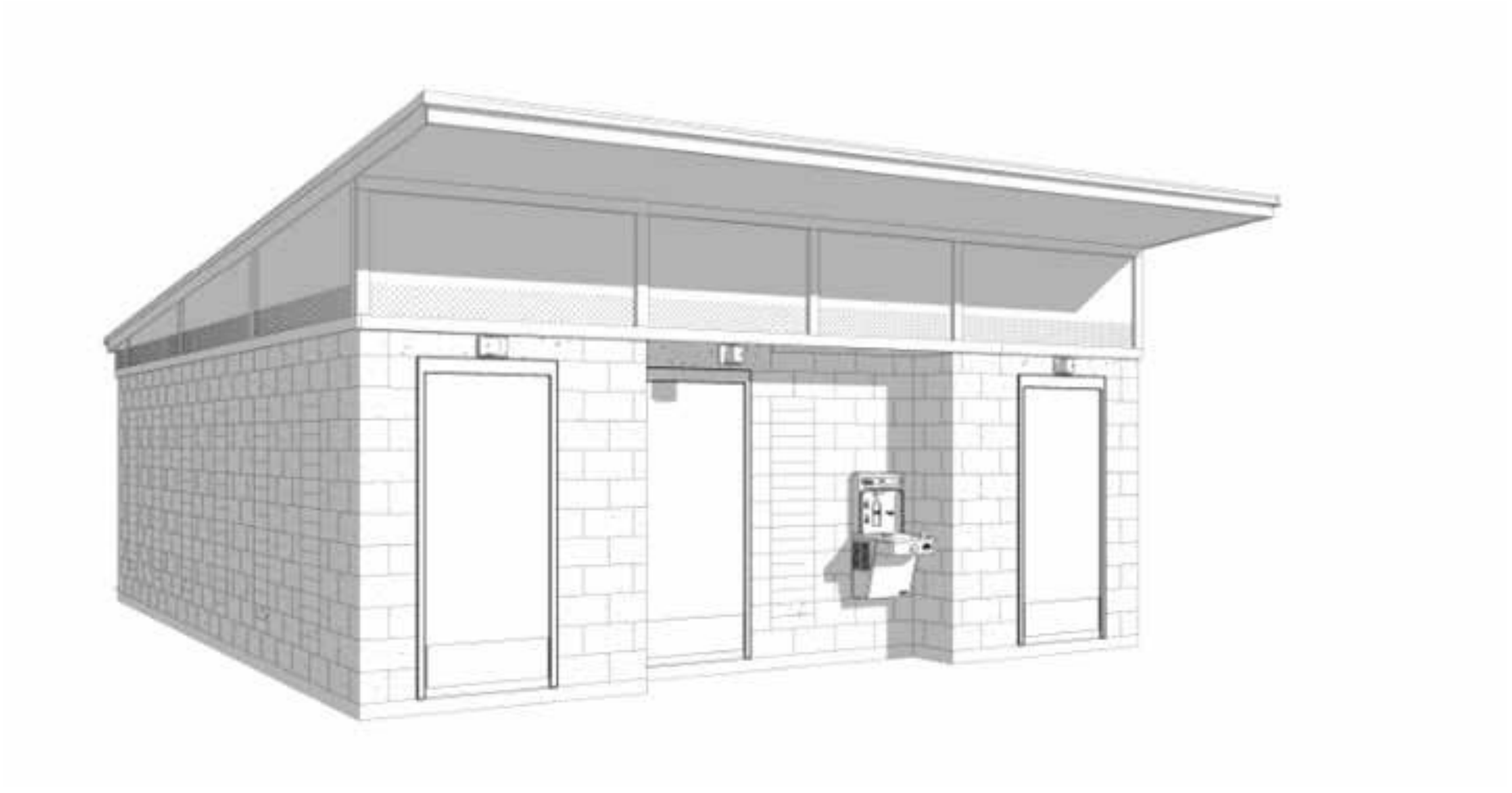
Mural Renderings

Wednesday, January 28, 2026

Rendering Concepts for Public Restrooms

Two Concepts for the Over the Branch Park

715 W. Polk Street Bartow, Fl 33830



Rendering Concepts for Public Restrooms

Over the Branch Park Rendering Exhibit A

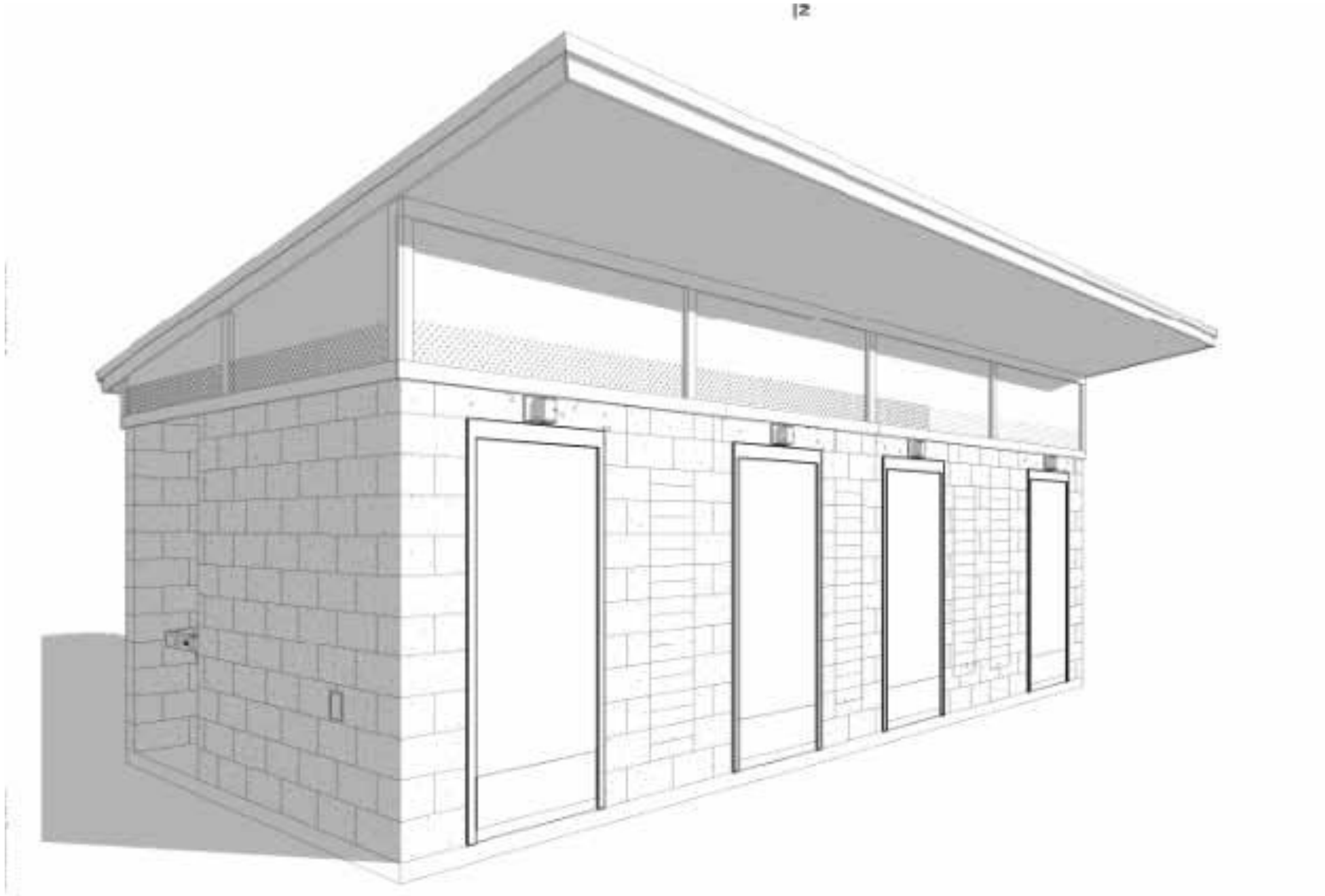
Rendering Concepts for Public Restrooms

Over the Branch Park Rendering- Exhibit A2

Rendering Concepts for Public Restrooms

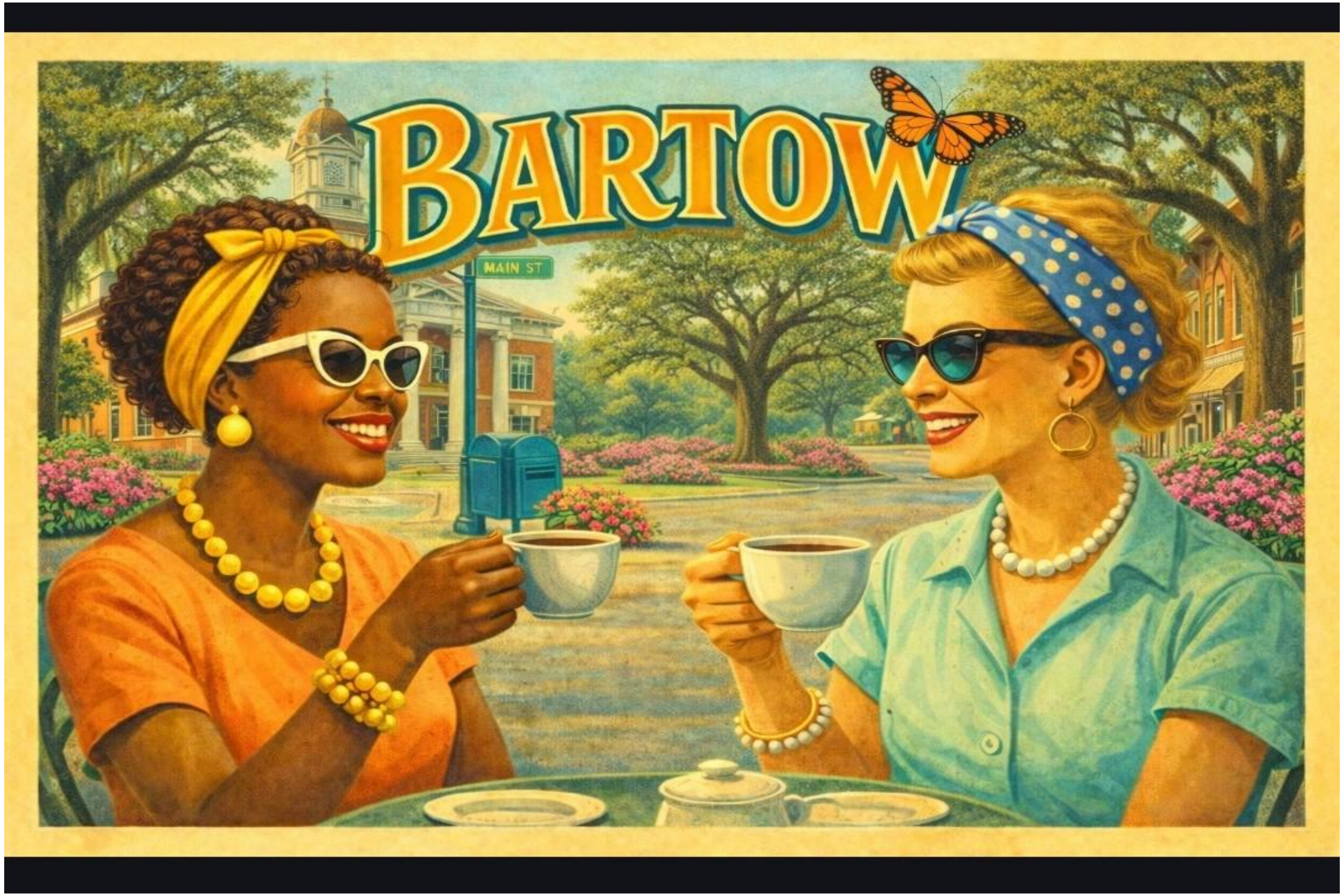
Three Concepts for the Downtown Restroom

277 Summerlin Street Bartow, FL 33830



Rendering Concepts for Public Restrooms

Downtown Restrooms Renderings- Exhibit B



Rendering Concepts for Public Restrooms

Downtown Restroom Renderings- Exhibit B2

Rendering Concepts for Public Restrooms

Downtown Restroom Renderings- Exhibit B3

Covenant, Copyright Release, Rights Waiver and Indemnification Agreement
Community Engagement Mural Art Project
Community Redevelopment Agency of the City of Bartow, Florida

THIS IS AN IMPORTANT LEGAL DOCUMENT. PLEASE REVIEW IT CAREFULLY.

Mural art selected by the Community Redevelopment Agency of the City of Bartow, Florida (the "Bartow CRA") for public installation and display will be placed on public buildings owned by the City of Bartow, Florida (the "City") situated within the Bartow Community Redevelopment Area. Once painted on public buildings, mural art works shall become the property of the City. Each artist that paints a mural as part of the Community Engagement Mural Art Project is required to execute this Covenant, Copyright Release, Rights Waiver and Indemnification Agreement.

The artist covenants that the work used for the mural art project painting is either the artist's original work of art or the artist has obtained all necessary releases and permissions required for unlimited publication and public display of the subject matter of the work.

As part of the compensation received for installation of the mural art, the artist hereby assigns any and all releases and permissions obtained by the artist for the submitted work to the Bartow CRA and the City on a non-exclusive basis. Further, the artist grants to the Bartow CRA and to the City each a copyright release and a perpetual, non-exclusive, irrevocable, royalty-free license to:

(a) reproduce the work, regardless of form, including but not limited to digital reproductions, physical reproductions and print reproductions;

(b) license others to reproduce the work, regardless of form, including but not limited to digital reproductions, physical reproductions and print reproductions;

(c) prepare derivative works based upon the work;

(d) publish and distribute copies of the work, for any commercial or non-commercial purpose;

(e) license others to publish and distribute copies of the work, for any commercial or non-commercial purpose;

(f) publicly display the work, and any reproduction of the work; and

(g) keep, loan, sell, or otherwise dispose of any reproduction of the work, in the CRA's or the City's sole discretion, and retain all profits therefrom.

The artist understands that third party photography and videography may be allowed on public premises, to include both exterior and interior surfaces. The artist authorizes the

the CRA and the City to use the work, alter the work, or embed the work within another work, in the CRA's or the City's sole discretion, for any municipal use, reason or purpose. This authorization shall be construed as a full waiver of the artists rights under the Visual Artists Rights Act of 1990, codified at § 106A(e)(1) of Title 17 of the United States Code.

In order to induce the CRA to pay for installation of mural art, the artist agrees to indemnify and defend the CRA and the City, and all officers, employees, agents, elected officials and assigns of the same, from any and all damages, losses, claims, demands, and suits by third parties for copyright infringement or the unauthorized publication of a name or likeness, to include reasonable attorneys' fees and costs.

This Covenant, Copyright Release, Rights Waiver and Indemnification Agreement shall be interpreted in accordance with Florida law.

I HAVE READ THE FOREGOING AND AGREE TO THE TERMS AND CONDITIONS FOR THE INSTALLATION OF MURAL ART ON PUBLIC BUILDINGS IN THE CITY OF BARTOW, FLORIDA.

Title of Work: ____

Name of Artist: ____

Artist's signature: ____

Date:____

CITY OF BARTOW, FLORIDA

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

THROUGH: Mike Herr, City Manager

FROM: Sean R. Parker, City Attorney; Pete Lear, Deputy City Manager

DATE: May 27, 2026

SUBJECT: **Approval of contract to purchase the building located at 195 S. Broadway Avenue from Howard W. Blackmon and Kenneth S. Takacs for the purpose of relocating city employees and eliminating the need for City Hall renovations and the City Hall Annex**

SUMMARY AND BACKGROUND

City Staff has identified a present need for additional office space to accommodate a wide variety of City Employees. Recently, the building located at 195 S. Broadway Avenue was identified as a preferred solution for such need for additional offices, pending due diligence inspections into the suitability of such property for the City's purposes.

STAFF ANALYSIS

As the Commission is aware, the building located at 195 S. Broadway Avenue is currently for sale. It has previously housed the State's Department of Juvenile Justice offices for approximately the last 20+ years. The asking price started at $1.85 Million, but was recently lowered to $1.55 Million.. The building is approximately 12,000 sq. ft., was fully renovated in the wake of Hurricane Milton and contains 65 offices, a large lobby, two conference rooms and ample parking for the employees and the public needing to do City business at this location.

The City could relocate employees from Code Enforcement, Building, Planning, GIS, Human Resources, Communications, IT, and potentially part of Finance. Employees from the CRA can also be housed in the building short-term while their building is being renovated. A preliminary Office Floor Plan is attached to the agenda item for reference.

The City currently has budgeted money for the renovation of City Hall, which can be used for this purchase and any retrofitting that needs to be done. The City Facilities Impact Fee has approximately $2,250,000 and there is also $800,000 budgeted in the Building Fund for the same project that is available, totaling $3,050,000 available. The purchase would also eliminate the need for the City Hall Annex where Human Resources and the CRA are currently renting at a cost of $66,000 annually.

FISCAL IMPACT

The cost to the City for acquisition of the property is $1,550,000 plus any applicable costs relating to the transaction closing and inspections of the property. This would be paid from the current year budget, split between the City Facility Impact Fee Fund and the Building Fund. The first $800,000 would come from the Building fund, and the remaining $750,000 would come from the City Facility Impact Fee Fund. Such funds were budgeted for the remodeling of City Hall, which this purchase would replace. It is also relevant to note that the current owners had the building appraised in 2024, with a resulting value in the $1.4 Million range. Additionally, as a comparable, the medical offices across the street at 220 West Main sold in October 2025 for $1.8 Million, and is a smaller square footage with less parking.

RECOMMENDATION

City Staff recommends the City Commission approve this contract for purchase of the building located at 195 S. Broadway Avenue, as detailed in the attached contract for purchase and sale. Approval will start the clock on the City's rights to do necessary inspections and other due diligence steps, and closing can occur as soon as all acceptable results are received.

ATTACHMENTS

Purchase and Sale Agreement
2024 Appraisal Report in support of the purchase
Preliminary Office Floor Plan

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (the "Agreement") is between **HOWARD W. BLACKMON** and **KENNETH S. TAKACS**, whose post office address is 14162 Jean Street, Largo, Florida 33774 (collectively, the "Seller") and the **CITY OF BARTOW**, a Florida municipal corporation, the address of which is 450 North Wilson Avenue, Bartow, Florida 33830 (the "Buyer")(collectively, the "Parties").

WITNESSETH:

WHEREAS, the Seller owns a parcel of real property located at 195 Broadway Avenue South, Bartow, Polk County, Florida, 33830, also known as 255 West Main Street, Bartow, Polk County, Florida, 33830, consisting of approximately 0.61 ± acres of land together with a one-story "Class C" office building measuring approximately 12,000 square feet in available space and all other improvements, such property being legally described as:

> The West 80.00 feet of Lots 2 and 3 in Block 17, ORIGINAL BARTOW, and the South 78.355 feet of the East 24.355 feet of Lot 3 and all of Lot 4, less the North 26 feet thereof, in said Block 17, as per map or plat thereof recorded in Plat Book 3, Page 15 of the Public Records of Polk County, Florida, lying in Section 6, Township 30 South, Range 25 East, Polk County, Florida
>
> Polk County Property Appraiser Parcel ID: 25-30-05-372500-017021

(the "Property"); and

WHEREAS, the Buyer is a Florida municipal corporation that desires to acquire the Property for the Buyer's use as a municipal office building (the "Intended Use" or "Buyer's Intended Use"); and

WHEREAS, on May 13, 2026, Seller executed a non-binding *Letter of Intent to Acquire 195 South Broadway Avenue, Bartow, Florida 33830*, prepared by the Buyer (the "LOI"), outlining the general terms and conditions of the Buyer's offer to acquire the Property; and

WHEREAS, the Parties agree that this Agreement is the embodiment of both the LOI and continued negotiations regarding the purchase and sale of the Property; and

WHEREAS, the Parties believe it to be in their best interests to set forth their full understanding of the terms and conditions of the sale and purchase of the Property.

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

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1. Sale and Purchase of Property. Upon and subject to all of the terms and conditions contained herein and the performance by each of the parties hereto of their respective obligations, the Buyer shall purchase and acquire from the Seller, and the Seller shall sell, convey, transfer, assign and deliver to the Buyer the Property.

2. Purchase Price of Property. The Buyer shall, in consideration of the covenants, conditions and agreements of the Seller and as full consideration for the purchase of the Property, pay to the Seller at closing the sum of **One Million Five Hundred Fifty Thousand Dollars and zero cents** ($1,550,000.00) (the "Purchase Price").

3. Payment of Purchase Price. The Buyer agrees to pay to the Seller the Purchase Price of the Property in the following manner:

(a) A Deposit in the amount of **Fifty Thousand Dollars ($50,000.00)** (the "Deposit") shall be paid on or before the expiration of five (5) days from the Effective Date by the Buyer to the Escrow Agent (as defined below in Section 10);

(b) The balance of the Purchase Price due, together with all of the Buyer's Closing Costs, shall be tendered by the Buyer to the Escrow Agent by wire transaction in current funds no later than the day of Closing (as defined below in Section 8(a)). Upon consummation of the purchase and sale of the Property, Escrow Agent shall disburse the Deposit and balance of the Purchase Price to the Seller.

4. Time for Acceptance; Conditions; Effective Date.

(a) If this Agreement is not executed by the Seller and an authorized officer of the Buyer on or before **5:00 P.M., Friday, May 22, 2026**, this Agreement, and any offer to agree therein, shall thereafter be null and void.

(b) Buyer shall comply with all relevant local purchasing requirements and real property acquisition processes imposed by law and the effectiveness of this Agreement shall be fully contingent upon the same.

(c) As used herein, the term "Effective Date" shall mean the date on which the City Commission of the Buyer approves this Agreement. Before submitting this Agreement to the City Commission of the Buyer for approval, Buyer shall make an election, in its sole discretion, whether it desires to comply with the requirements of Section 166.045, Florida Statutes and shall notify Seller of the same.

5. Rights of Inspection and Cancellation.

(a) Inspection Period. Buyer shall have a period of time, commencing on the Effective Date and ending at 5:00 p.m. sixty (60) days thereafter, in which to conduct its due

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diligence prior to consummation of the purchase and sale of the Property (the "Inspection Period"). During the Inspection Period, Buyer may enter upon the Property with its employees, agents, or engineers, as needed, to inspect, examine, survey and otherwise do whatever Buyer deems necessary to determine whether the Property is suitable for Buyer's purposes, such determination to be made at Buyer's sole and absolute discretion. Said privilege shall include, without limitation, the right, at Buyer's sole cost and expense, to perform studies, conduct tests and borings to obtain information necessary to determine building, surface, subsurface, environmental and topographic conditions, obtain acceptable access to the Property consistent with Buyer's Intended Use, and to obtain from applicable entities and other governmental authorities information regarding access, utilities, rights-of-way, and development permits regarding the Property. Buyer will coordinate access to the Property during this period with the Seller, or the Seller's designee, and provide reasonable notice to said official prior to any entry. If Buyer requests that written reports of its investigations of the Property be generated, Buyer shall share copies of such reports with the Seller at the time they become available and promptly upon Buyer's receipt (whether in hard copy or electronic form). In the event any notice to owner or claim of lien is filed by any of Buyer's contractors, subcontractors, professionals, laborers, or suppliers, Buyer shall promptly obtain a release of lien from the claimant or lienor, or, alternatively, where appropriate, Buyer may transfer such a lien to a cash bond pursuant to the requirements of Chapter 713, Florida Statutes. Buyer agrees that all contracts or agreements regarding the Property with any and all of Buyer's contractors, subcontractors, professionals, laborers, and materialmen shall contain language substantially similar to the following: "The City of Bartow hereby represents that it is a Contract Buyer, and not the owner, of the Property under investigation. The City of Bartow shall be responsible for all payments due under the provisions of this Agreement, and the interest of the owners of the Property shall not be subject to liens for improvements, services, materials, or labor made by or on behalf of the City of Bartow."

(b) Environmental Inspections. In addition to the inspection rights set forth above in subparagraph (a), during the Inspection Period Seller shall permit Buyer to obtain environmental studies (including, but not limited to, Phase I and II studies), audits and tests of the Property to determine the existence of any environmental matters to the Property (the "Environmental Studies") at Buyer's sole cost and discretion. To the extent any Environmental Studies are conducted, Buyer shall share the results of the same with the Seller at such time as they become available and promptly upon Buyer's receipt (whether in hard copy or electronic form). Buyer's obligations under this Agreement shall be contingent upon Buyer's receipt of satisfactory Environmental Studies and related documents regarding the environmental conditions directly and/or indirectly affecting the Property. The satisfactory nature of any and all such Environmental Studies shall be determined in the sole discretion of the Buyer.

(c) Applicability of Sovereign Immunity. Without waiving sovereign immunity or the statutory limits of municipal liability announced in Section 768.28(5) of the Florida Statutes as of the Effective Date of this Agreement which the Parties agree expressly apply to all claims and causes hereunder regardless of whether any such claim or cause originates from or sounds in tort, contract, statute, strict liability, negligence, products liability, or otherwise (the

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"Sovereign Liability Limits"), Buyer shall be liable for all costs and expenses, or damage or injury to any person or property resulting from its inspection activities conducted on the Property, if any, whether caused by the acts of Buyer or any of its employees, agents, contractors, consultants or representatives, and Buyer shall, without waiving sovereign immunity or the Sovereign Liability Limits, indemnify, defend and hold harmless Seller, up to the maximum amounts of such Sovereign Liability Limits, for any claims for costs, expenses, damages or injuries, including without limitation construction liens and/or reasonable attorneys' fees and costs, resulting therefrom.

(d) Seller Information and Disclosures. Seller agrees to deliver to Buyer on or before five (5) days of the Effective Date (the "Seller Production Deadline") copies of any and all inspections, reports, studies, surveys, appraisals, environmental studies, traffic studies, soil tests, and other such similar information regarding the Property as Seller may have in Seller's custody and control that have not already been provided to the Buyer prior to the Effective Date of this Agreement. Further, Seller specifically agrees to provide to the Buyer copies of all existing leases for the Property, all third party reports, all service contracts, all equipment contracts and warranties, all notices, all notices from any governmental or permit authorities, all copies of building plans and specifications, all maintenance and repair records, and all other documents in Seller's possession relating to the Property that are not proprietary in nature prior to the Seller Production Deadline.

(e) Seller's Non-Homestead Warranty. Seller warrants that the Property does not constitute the homestead of Howard W. Blackmon or Kenneth S. Takacs.

(f) Cancellation of Agreement by Buyer during Inspection Period. At any time prior to the expiration of the Inspection Period, Buyer may cancel this Agreement by giving written notice thereof to Seller. Upon such cancellation Escrow Agent shall pay the Deposit to the Buyer and neither party shall have any further obligations to the other under this Agreement, except those that expressly survive termination. In the event this Agreement is cancelled by the Buyer during the Inspection Period, Buyer agrees to restore the Property to substantially the same condition as it existed prior to the initiation of Buyer's inspection activities and shall remove and dispose of any waste generated by Buyer's activities in compliance with all applicable laws, regulations, and requirements.

6. Survey.

Prior to the end of the Inspection Period, Buyer may, at its option, obtain and finalize a survey (the "Survey") of the Property. If purchased, the Survey shall comply with and be prepared in accordance with the Standards of Practice, Sections 5J-17.051 through 5J-17.053, Florida Administrative Code, as amended, for generation of surveys, maps, and reports, and Section 472.027 of the Florida Statutes. The Survey shall be signed and certified to Buyer, the Title Agent (as defined below in Section 7(a)) and the Title Insurance Company (as defined below in Section 7(c)) by a registered and/or licensed land surveyor in Florida and shall have the

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surveyor's seal affixed to the Survey. The surveyor's registration or license number shall be indicated thereon, and the legal description of the parcel of Property shall be set forth on the Survey.

7. Evidence of Title for Property; Certificate Regarding Deed Restriction.

(a) Title Agent. For purposes of this Agreement, the "Title Agent" shall be: **Miller Troiano, P.A., 2323 South Florida Avenue, Lakeland, Florida 33803, ATTN: Phil Bush, Esq.**

(b) Marketable Title. For purposes of this Agreement, "Marketable Title" of the Property shall be a fee simple marketable record title vested in the Seller as of the date of Closing, as determined according to the current Uniform Title Standards adopted by authority of The Florida Bar, and not subject to any leasehold interests.

(c) Title Information and Report. The Seller shall, at the Seller's expense and at least fifteen (15) days prior to the end of the Inspection Period, cause to be issued through the Title Agent using a nationally recognized title underwriter (the "Title Insurance Company") and delivered to Buyer (with a copy promptly to Seller) a title insurance commitment (the "Title Commitment") committing the Title Insurance Company to insure the Buyer's title in and to the Property. The Title Commitment and the resulting owner's title insurance policy (the "Title Policy" or "Title Policies") shall be in the aggregate amount of the Purchase Price and shall be on ALTA standard forms as currently authorized and approved for use in the State of Florida. The Title Commitment shall set forth the state of the title of the Property, listing all exceptions and conditions to such title, including, without limitations, all easements, reservations, rights-of-way, covenants, restrictions, limitations and encumbrances affecting such parcel which would appear in the Title Policy, if and when issued, and shall be accompanied by a copy of each document affecting the parcel and constituting an exception in the Title Commitment. The Title Policies shall insure Marketable Title to the Property.

The Buyer shall, within five (5) days of the date of issuance of the Title Commitment, give to the Seller written notice that the condition of the title to the Property as set forth in the Title Commitment and the Survey either is or is not acceptable. In the event that the condition of the title is not acceptable, the Buyer shall give Seller a list of objections stating which exceptions in the Title Commitment are not acceptable, and the Seller shall undertake to eliminate the unacceptable exceptions in the manner set forth below; provided, however, that at Closing, mortgages shall be satisfied by Seller or the liens thereof partially released from the Property, as the case may be. The Seller shall, at the Seller's sole cost and expense, promptly undertake to use the Seller's best efforts to eliminate all unacceptable matters to the reasonable satisfaction of the Buyer. In the event the Seller is unable, with the exercise of reasonable diligence, to eliminate the unacceptable or objectionable matters within ten (10) days after such notice, the Buyer may, at the Buyer's option, (i) accept title subject to the exceptions raised by the Buyer, without an adjustment in the Purchase Price, in which event such objections shall be deemed to be waived for all purposes,

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or (ii) decline to purchase the Property, whereupon the Seller shall be entitled to retain the Deposit and the parties shall be relieved of any further responsibilities or obligations under this Agreement, except those that expressly survive termination.

8. Closing.

(a) Date and Place of Closing. Subject to the conditions set forth herein, Closing shall take place at such place as close to Bartow, Polk County, Florida as may be mutually agreed upon by the parties, and shall occur on, or before the thirtieth (30th) day after the date of the expiration of the Inspection Period.

(b) The Seller's Obligations at Closing of the Property. At the Closing of the Property, the Seller shall do the following:

(i) Execute, acknowledge, and deliver to the Buyer a General Warranty Deed (the "Deed") conveying Marketable Title to the subject property to the Buyer subject to the exceptions disclosed in the Title Commitment and not timely objected to by Buyer hereunder, which Deed shall be in form for recording with all required documentary stamps in the proper amount affixed thereto or provided for, and with the legal description of such parcel as contained in such Deed being identical to the legal description of such parcel as contained in the Survey of the subject parcel and the Title Commitment, as endorsed prior to Closing;

(ii) Deliver to the Buyer and the Title Agent evidence satisfactory to the Buyer and the Title Agent of the Seller's authority to execute and deliver the documents necessary or advisable to consummate the applicable Closing, and that the person(s) executing same on behalf of the Seller has the full right, power, and authority to do so;

(iii) Execute, acknowledge, and deliver to the Buyer and the Title Agent an affidavit of no liens satisfactory to the Buyer and the Title Agent to remove the materialmen and mechanic's lien and parties-in-possession standard exceptions from the Title Commitment, as well as the exception for rights of lessees under unrecorded leases;

(iv) Execute, acknowledge, and/or deliver to the Buyer such affidavit or certificate in compliance with FIRPTA affirming that the Seller is not a "foreign person," as defined in the Internal Revenue Code of 1986, as amended;

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(v) Execute, acknowledge, and/or deliver any corrective instruments that may be required in connection with Marketable Title to the Property, and such other documents as the Buyer and/or the Title Agent may reasonably require to be executed and/or delivered to complete the transaction contemplated hereunder;

(vi) Execute, acknowledge, and/or deliver to the Buyer such affidavit(s), certificate(s), document(s), and/or other instrument(s) that the Buyer reasonably determines are necessary as part of the contemplated transaction; and

(vii) Deliver the Property free of leaseholds in vacant condition.

(c) The Buyer's Obligations at Closing of the Property. Subject to the terms, conditions, and provisions hereof, and contemporaneously with the performance by the Seller of the Seller's obligations set forth in subparagraph (b) above, the Buyer, at the Closing, shall do the following:

(i) Execute and deliver such affidavit(s), certificate(s), document(s), and/or other instrument(s) as may reasonably be required by Seller to satisfy Buyer's obligations under this Agreement; and

(ii) Pay to the Seller the cash sum required to close the transaction contemplated hereunder after application of the Deposit.

(d) The Seller's Closing Costs. The Seller shall pay at Closing the following costs and expenses:

(i) The cost of recording or curing defects in the title and delivering Marketable Title to the Property;

(ii) Documentary stamps or other taxes which are required to be affixed to the Deed;

(ii) The cost of preparing, obtaining, furnishing, recording and/or delivering any other document or instrument required to be prepared, obtained, furnished, recorded and/or delivered by the Seller hereunder;

(iii) The Seller's counsel fees, if any;

(iv) The cost of the respective Title Policies and all searches and endorsements related thereto at State of Florida promulgated rates,

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less any applicable rebate from the Title Agent;

(v) One-half (½) of any closing fee charged by the Title Agent; and

(vi) If Closing occurs prior to November 1, the amount required to be placed in escrow with the Polk County Tax Collector pursuant to Section 196.295, Florida Statutes which represents special assessments and real estate taxes prorated to the date of transfer of title to the Property to the Buyer based upon current assessments and current millage rates, or, if Closing occurs after November 1, the amount of special assessments and real estate taxes due to the Polk County Tax Collector for the Property without proration.

(e) The Buyer's Closing Costs. The Buyer shall pay at Closing the following costs and expenses:

(i) The costs of recording the Deed;

(ii) The cost of the Survey, if the same has not been satisfied outside of Closing;

(iii) The cost of obtaining, furnishing and/or delivering any other documents and instruments required to be obtained, furnished and/or delivered by the Buyer hereunder;

(iv) The Buyer's counsel fees, if any; and

(v) One-half (½) of any closing fee charged by the Title Agent.

(f) At Closing, the Title Agent shall issue Buyer a marked up copy of the Title Commitment reflecting insurance of fee simple title in the name of the Buyer, subject only to those matters deemed acceptable to the Buyer.

(g) All state, city and county ad valorem taxes and similar taxes and assessments levied or imposed upon or assessed against the Property shall: (1) be paid for calendar years 2025 and prior; and (2) for calendar year 2026 be determined, escrowed, and paid as required by Section 196.295 of the Florida Statutes.

9. "As Is" Purchase and Sale. Buyer acknowledges and agrees that, except as expressly set forth in this Agreement, Seller is selling the Property in its "AS IS, WHERE IS" condition and without any warranty, representation, guaranty, promise or inducement, express or implied, by Seller or any representative, agent, officer, or employee of Seller, as to its condition or suitability for any use or purpose whatsoever, including, without limitation, Buyer's Intended

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Use.

10. Escrow Agent; Duties. For purposes of this Agreement, the "Escrow Agent" shall be **Miller Troiano, P.A., 2323 South Florida Avenue, Lakeland, Florida 33803, ATTN: Phil Bush, Esq.** The Escrow Agent shall perform its escrow duties pursuant to this paragraph. The Seller and the Buyer acknowledge and agree that the duties of the Escrow Agent are purely ministerial and are limited to the safekeeping of the Deposit made pursuant to this Agreement, including any interest earned thereon, and the disposition of same in accordance with the terms of this Agreement. If all or any part of the Deposit delivered to the Escrow Agent is in the form of a check or in any form other than cash, the Escrow Agent shall deposit same as required but shall not be liable for the non-payment thereof nor responsible to enforce collection thereof. The Escrow Agent shall not be deemed to have knowledge of any matter unless and until the Escrow Agent receives actual written notice thereof, and the Escrow Agent shall not be charged with constructive notice whatsoever. In the event the Escrow Agent shall be uncertain as to its duties, or shall receive instructions or demands which, in the Escrow Agent's sole opinion, are conflicting or violative of any provision of this Agreement, then the Escrow Agent shall be entitled to refrain from taking any action until the Escrow Agent shall be directed in writing by the Seller and the Buyer (and, at the Escrow Agent's sole discretion, consented to by any third person) or by any final order or judgment of a court of competent jurisdiction, or the Escrow Agent may deposit the subject of escrow with the Clerk of the Circuit Court of the county in which the Property is located, and upon notifying the Seller and the Buyer of such action, all liability on the part of the Escrow Agent shall immediately and fully terminate except to the extent of accounting for any items delivered out of escrow. In the event that Escrow Agent interpleads the escrowed funds, Escrow Agent will pay the filing fees and court costs from the escrowed funds and will recover reasonable attorneys' fees and court costs from the escrowed funds in accordance with an agreement between Seller and Buyer or as awarded by the court. The Seller and the Buyer agree that the Escrow Agent shall not be liable to any party or person for any reason unless the Escrow Agent willfully, purposefully, and wrongfully breaches the terms of this Agreement in the misdelivery of any property held in escrow or is grossly negligent in its duties.

11. Brokers. Seller is represented by the Mahoney Group, Inc. ("Seller's Broker). Seller's Broker will be compensated by Seller, at closing, in accordance with that certain listing agreement between Seller and Seller's Broker. Buyer warrants to Seller that it has not dealt with any real estate broker or salesperson with regards to this transaction.

12. Survival of Representations, Warranties and Covenants. Notwithstanding any investigation made by either party or its authorized representatives before or after Closing, the express warranties, representations, covenants and agreements of the Seller and the Buyer as set forth in this Agreement are being made by that party with the knowledge and expectation that the other party is placing reasonable reliance thereon. The express warranties, representations, covenants and agreements made by either party herein shall be deemed to apply as of Closing of the Property being acquired by Buyer and shall be construed as continuing warranties, representations, covenants and agreements that shall survive the Closing for one (1) year, and shall

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be fully enforceable at law or in equity against that party and that party's successors and permitted assigns, and by the other party and its successors and permitted assigns.

13. Risk of Loss Prior to Closing. Prior to the Closing, the Seller shall bear all risk, all loss of, any damage to, or destruction of the Property, except as otherwise specifically provided herein.

14. Destruction and Condemnation.

(a) If, prior to Closing, there shall occur any substantial damage or destruction to any or all of the Property not yet purchased by Buyer, by fire, earthquake, erosion, flooding or force of nature, then Seller shall immediately notify Buyer of such fact in writing. Buyer shall then have the option, in its sole discretion and judgment, either to terminate this Agreement or to complete the transaction described in this Agreement. Buyer shall give written notice of such election to Seller and to Escrow Agent on or before the date which is thirty (30) days after Buyer shall have received written notice of such damage or destruction from Seller, and if necessary, the respective closing date shall be extended to allow Buyer at least thirty (30) days within which to make said election. Upon any election by Buyer to terminate this Agreement pursuant hereto, Escrow Agent shall pay the Deposit to the Buyer, and neither party shall have any further rights, duties or obligations hereunder, except those that expressly survive termination. If Buyer fails to make any election within the time permitted, it will be deemed to have elected to proceed with this transaction.

(b) If, prior to Closing, there shall occur any condemnation of all or any portion of the subject property, Seller shall give prompt written notice thereof to Buyer, and Buyer shall have the option, in its sole judgment and discretion, either to terminate this Agreement or to complete this transaction as provided for in this Agreement. Buyer shall give written notice of such election to Seller and to Escrow Agent on or before the date which is thirty (30) days after Buyer shall have received written notice from Seller of such condemnation and if necessary, the Closing Date shall be extended to allow Buyer at least thirty (30) days within which to make such election. If Buyer elects to terminate this Agreement pursuant hereto, Escrow Agent shall pay the Deposit to the Buyer, and neither party shall have any further rights or obligations hereunder, except those that expressly survive termination. If Buyer fails to make any election within the time permitted therefor, it shall be deemed to have elected to proceed with this transaction.

15. Failure of Performance and Default; Limitation of Remedies. If the Buyer fails to perform this Agreement within the time specified (including payment of any portion of the Deposit, as applicable), as it pertains to the Property, the Deposit previously paid by the Buyer may be retained by or for the account of the Seller as agreed upon liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims; whereupon, the Buyer and the Seller shall be relieved of all obligations under this Agreement except those that expressly survive termination; or the Seller, at the Seller's option, may proceed in equity to enforce the Seller's rights under this Agreement. Seller hereby waives any other rights or remedies it may

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have at law or equity in connection with a default by Buyer. If, for any reason other than the failure of the Seller to make such property have Marketable Title after diligent effort, the Seller fails, neglects or refuses to perform this Agreement, the Buyer may, as its sole and exclusive remedy, have the right to either (i) cancel this Agreement and receive a return of any Deposit previously paid, whereupon the Buyer and the Seller shall be relieved of all obligations under this Agreement except those that expressly survive termination; or (ii) seek specific performance to enforce Buyer's rights under this Agreement. Buyer hereby waives any other rights or remedies it may have at law or equity in connection with a default by Seller. **IN NO EVENT SHALL THE BUYER BE LIABLE TO THE SELLER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE BUYER WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE. FURTHER, IN NO EVENT, SHALL THE SELLER BE LIABLE TO THE BUYER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE SELLER WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

16. RADON GAS DISCLOSURE. PURSUANT TO AND IN ACCORDANCE WITH SECTION 404.056(5) OF THE FLORIDA STATUTES, THE SELLER AND THE BUYER HEREBY ACKNOWLEDGE AND ARE AWARE THAT RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM THE COUNTY PUBLIC HEALTH UNIT.

17. Choice of Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically preempted by federal law. The Seller and the Buyer agree that the proper venue with respect to any litigation in connection with this Agreement shall be in Polk County, Florida and lie exclusively with the Florida state court system, which, as of the Effective Date of this Agreement, consists of the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida and the County Court in and for Polk County, Florida without respect or regard to amount in controversy or citizenship.

18. Notices. All notices provided for herein may be delivered in person or may be

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mailed in the United States mail as follows:

TO BUYER:	City of Bartow Attn: Mike Herr, City Manager 450 North Wilson Avenue Bartow, Florida 33830
with copy to: (which shall not constitute notice)	Sean R. Parker, Esq. City Attorney Boswell & Dunlap, LLP 245 South Central Avenue Bartow, Florida 33830
TO SELLER:	Howard W. Blackmon and Kenneth S. Takacs C/O Kenneth S. Takacs 14162 Jean Street Largo, Florida 33774
with copy to: (which shall not constitute notice)	Philip H. Bush, Esq. Miller Troiano, P.A. 2323 South Florida Avenue, Lakeland, Florida 33803

If given to the Title Agent or Escrow Agent, any such notice shall be addressed using the contact information provided for above in Sections 7(a) and 10, respectively, with copies to the Seller and Buyer.

19. Amendments, Modifications, Alterations, and Assignments. This Agreement may not be amended, modified, altered, assigned in whole or in part, or changed in any respect, except by a written agreement which is signed by authorized officers of all Parties and which makes specific reference to this Agreement and is approved by the City Commission of the Buyer which approval may be withheld, conditioned, or delayed as determined within the sole discretion of the City Commission.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, permitted successors, and lawful and permitted assigns.

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21. Captions. The descriptive section headings and captions contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, alter, control, affect the meaning or construction, or give full notice of the provisions thereof.

22. Time of the Essence. The parties hereto acknowledge that time is of the essence for each time and date specifically set forth in this Agreement.

23. Time Periods. The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days, and any such period shall commence on the day immediately following the action or event giving rise to the commencement of the period and shall expire at 5:00 p.m., Florida time, on the last day of the time period. Furthermore, any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday recognized by Buyer shall extend to 5:00 p.m., Florida time, of the next day that is not a Saturday, Sunday, or legal holiday recognized by Buyer. For purposes of this Agreement, a "legal holiday" is a public holiday recognized by Buyer and "Florida time" is the customary time observed in Bartow, Polk County, Florida.

24. Attorneys' Fees and Costs. In connection with any litigation, including appellate proceedings, arising out of or by reason of this Agreement, the prevailing party shall be entitled to recover all reasonable costs, charges, and expenses, including without limitation attorneys' fees and court costs expended or incurred in connection therewith.

25. Further Acts. Any party hereto, upon the request of any other party, agrees to perform the further acts, and to execute and deliver such other documents that are reasonably necessary to carry out the provisions of this Agreement.

26. Entire Agreement and Severability. This Agreement contains the entire agreement and understandings among the parties relating to the transaction contemplated in this Agreement, and all prior or contemporaneous agreements, understandings, representations, and statements pertaining to the subject matter hereof, whether oral or written, specifically including but not limited to the LOI, are merged into this Agreement and shall have no further force and effect. Should any portion of this Agreement be declared invalid or unenforceable, then that portion shall be deemed to be severed from this Agreement and shall not affect the remainder of this Agreement, unless the portion is so material that its severance from this Agreement would alter the intent and purpose of this Agreement.

27. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement; provided, however, that each of the counterparts shall have been executed by the parties hereto.

28. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of

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this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

29. Execution by Facsimile. The parties hereto agree this Agreement may be signed by facsimile and such signature shall be enforceable as if it were an original.

30. Number and Gender. Except as otherwise required by the context of this Agreement, whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular. One gender shall encompass all. The words "Seller" and "Buyer" shall include their respective successors and permitted assigns, if any.

31. Buyer Approval and Lawful Appropriation Required. The Buyer's performance under this Agreement is contingent upon receipt of approval from Buyer's City Commission and the lawful appropriation of funds by the Buyer's City Commission for consummation of the transaction envisioned herein. Notwithstanding the Buyer's execution by the Mayor, the City Manager, any official, charter officer, or agent of the Buyer, or anything substantive herein to the contrary, this Agreement shall not be valid, effective, or binding upon or against the Buyer, and the Buyer shall not be required to perform any of its obligations under this Agreement, until the City Commission of the City of Bartow, Florida votes in open public session and approves this Agreement, the purchase and sale, the Purchase Price, and all other provisions herein, at a duly called public meeting after notice in accordance with the Commission's general rules of business. Such approval shall be obtained by no later than June 30, 2026. If such approval is not obtained by that date, then this Agreement shall be deemed null and void and cancelled

32. Energy Efficiency Rating. Pursuant to Section 553.997(1) of the Florida Statutes (2025), each public building proposed for acquisition by a Florida governmental entity shall be rated pursuant to the energy-efficiency rating system provided in Section 553.995 (2025) of the Florida Statutes prior to contracting for acquisition. If there are buildings located on the property, the parties acknowledge that the Buyer has had the opportunity to evaluate the Property and obtain such rating prior to the execution of this Agreement.

33. Appraisal Contingency. If Buyer elects, in its sole discretion, to comply with the requirements of Section 166.045, Florida Statutes and notifies the Seller of the same, then notwithstanding anything herein to the contrary, the Buyer shall not be obligated to close this transaction until such time as the Property has first been appraised by the number of appraisers required by statute and such appraisals determine that the value of the Property at the time of entering into this Agreement is equal to or greater than the Buyer's purchase price. Such appraisal, or appraisals, if any, shall be obtained by no later than June 15, 2026.

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The rest of this page left intentionally blank; execution follows on Pages 16 and 17

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HB

Signature Page for City of Bartow, Florida

IN WITNESS WHEREOF, the Buyer has executed this seventeen (17) page Purchase and Sale Agreement, inclusive of execution pages.

BUYER:

CITY OF BARTOW, FLORIDA

______________________________	__________________
Tanya L. Tucker, Mayor	Date
ATTEST:	APPROVED AS TO FORM:
______________________________	______________________________
Jacqueline Poole, MMC, City Clerk	Sean R. Parker, City Attorney

APPROVED AS TO SUBSTANCE:

____

Mike Herr, City Manager

Signature Page for Seller

IN WITNESS WHEREOF, the Seller has executed this this seventeen (17) page Purchase and Sale Agreement, inclusive of execution pages.

SELLER:

Signed by:
Howard Blackmon
D5B74F64732D4A1...

Howard W. Blackmon — 5/21/2026
Date

Signed by:
Kenneth Takacs
8DE60AE594E04FD...

Kenneth S. Takacs — 5/21/2026
Date

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BBG
REAL ESTATE SERVICES

APPRAISAL REPORT

The insight you need. The independence you trust.

Bartow Office

A 12,089 SF Office Building
255 Main Street West & 195 South Broadway Avenue
Bartow, FL 33830

BBG File #0124023752
Client File #241114045

Prepared For

Crews Bank & Trust
106 East Main Street
Wauchula, FL 33873

Report Date

December 3, 2024

Prepared By

BBG, Inc., Tampa Office
3800 West Bay to Bay Boulevard, Unit 23
Tampa, FL 33629
813-254-5700

Client Manager: Eric Hoening, MAI
erich@bbgres.com

Valuation + Assessment

BBG

December 3, 2024

Crews Bank & Trust
106 East Main Street
Wauchula, FL 33873

Re: Appraisal of Real Property
Bartow Office
255 Main Street West & 195 South Broadway Avenue
Bartow, FL 33830
Client File #241114045

Per your request, we have conducted the necessary investigations and analyses to prepare the attached appraisal of the above referenced property. The purpose of the appraisal is to develop an opinion of the:

- As Is Market Value - November 23, 2024

The subject is a 12,089 SF single-tenant office building that was constructed in 1957. The building is situated on a 26,767 SF site comprised of two parcels and located along the south side of West Main Street in Bartow, Florida. It is currently owned by Howard W. Blackmon (50%) and Kenneth S. Takacs (50%) and is not reportedly under contract or listed for sale.

It should be noted that a recent hurricane passed through the area causing significant damage, leaving the building's interior in need of extensive repair. The estimated construction cost to address the damage is reported at $250,000. Although the property is leased, it is currently vacant due to the hurricane damage. The client has requested an as is analysis of the property's fee simple interest.

This report was prepared for Crews Bank & Trust (client). The intended users are Crews Bank & Trust. The intended use is to aid in underwriting a loan, loan modification or loan extension; classification or monitoring of a loan; and/or the disposition or monitoring of REO or loan collateral. No one else may rely on this appraisal report.

This appraisal report was prepared to conform with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), the appraisal guidelines set forth in Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), the appraisal regulations of the State of Florida, the December 2010 Interagency Appraisal and Evaluation Guidelines, and any additional standards and guidelines of our client.

Important Assumptions concerning the valuation can be found in the General Assumptions, Limiting Conditions and Extraordinary Assumptions sections of the report. One such condition is that neither all nor any part of the contents of this report, including the value conclusions, market research, comparables, etc. shall be distributed or copied without the prior written consent and approval of BBG.

VALUE INDICATIONS AND CONCLUSION		
As Is Market Value	Fee Simple	November 23, 2024
Sales Comparison Approach		$1,430,000
Income Capitalization Approach		$1,370,000
Concluded Value Opinion		**$1,400,000**

This letter must remain attached to the report for the value opinion set forth to be considered valid. Our firm appreciates the opportunity to have performed this appraisal assignment on your behalf. If we may be of further service, please contact us.

Sincerely,

Eric Hoening, MAI
Senior Managing Director
Cert Gen RZ2406
813-327-4101
erich@bbgres.com

Michael Barclay
Licensed Trainee
Trainee RI24381
813-293-5111
mbarclay@bbgres.com

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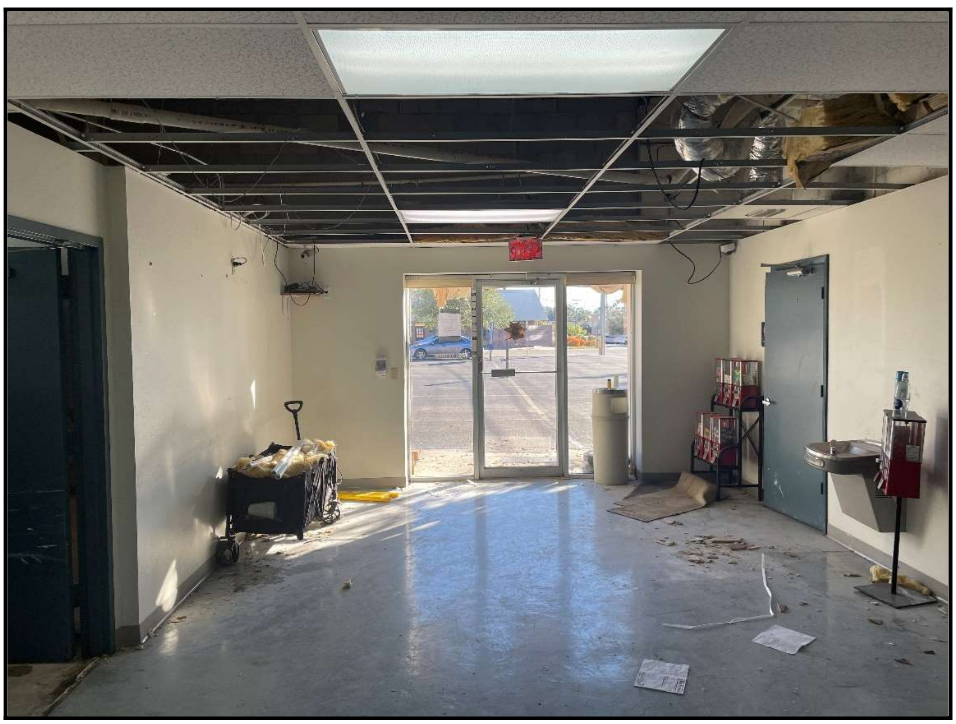
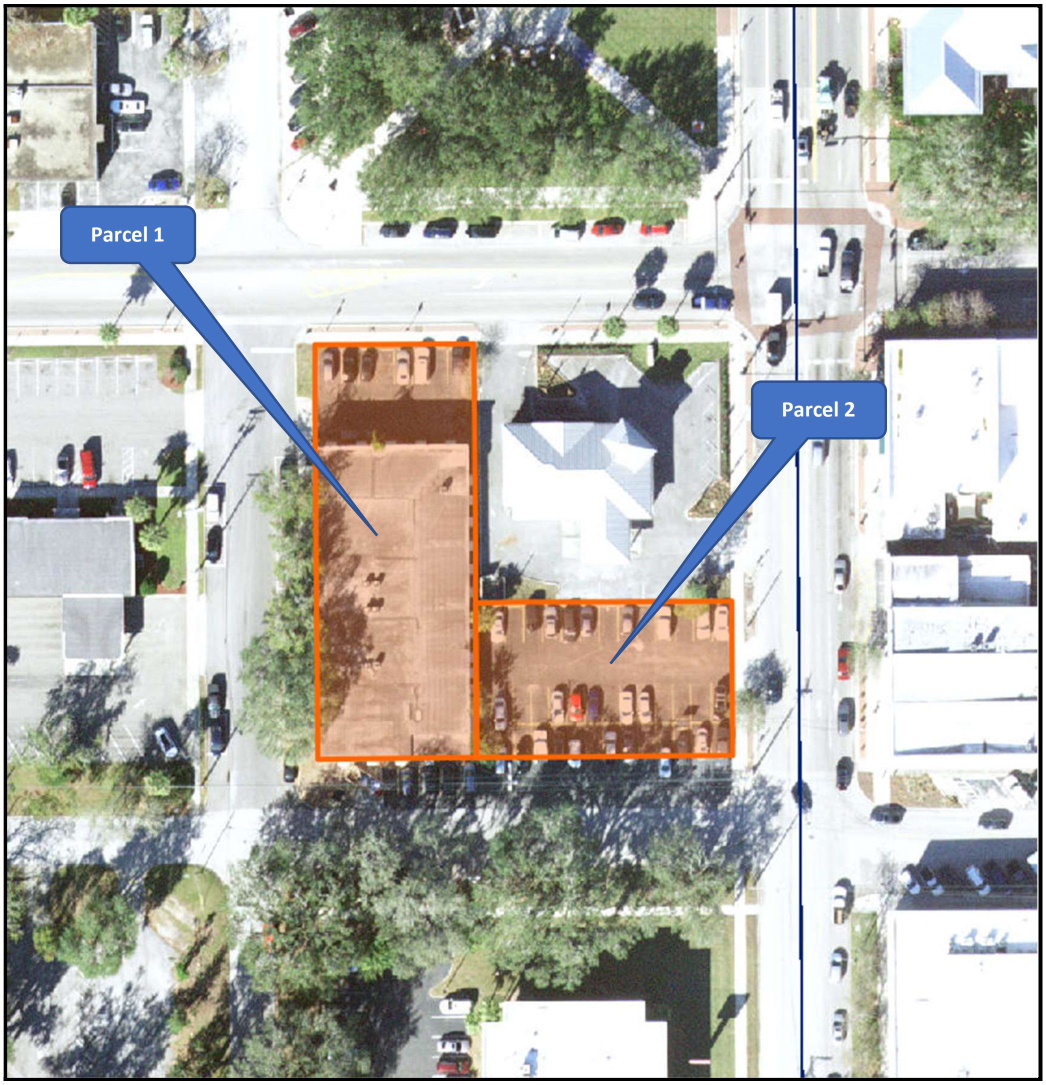
SUBJECT PROPERTY



AERIAL VIEW



SUMMARY OF SALIENT FACTS

SUMMARY OF SALIENT FACTS	
Name	Bartow Office
Type of Property	A 12,089 SF Office Building
Address	255 Main Street West & 195 South Broadway Avenue
City	Bartow
County	Polk
State	Florida
ZIP Code	33830
Location	South side of West Main Street, between North Carpenter Avenue and South Broadway Avenue
Parcel ID Numbers	
Parcel 1 (Office Building)	25-30-05-372500-017021
Parcel 2 (Parking Lot)	25-30-05-372500-017031
Total Site Size	
Acres	0.61
SF	26,767
Building Size	
Net Rentable Area (SF)	12,089
Year Built	1957
Current Ownership	Howard W. Blackmon (50%) and Kenneth S. Takacs (50%)
Highest and Best Use	
As if Vacant	Commercial development
As Improved	As currently developed

VALUE INDICATIONS AND CONCLUSION		
As Is Market Value	**Fee Simple**	**November 23, 2024**
Sales Comparison Approach		$1,430,000
Income Capitalization Approach		$1,370,000
Concluded Value Opinion		**$1,400,000**

INTRODUCTION

INTRODUCTION	
Client	Crews Bank & Trust
Intended Users	Crews Bank & Trust
Intended Use	To aid in underwriting a loan, loan modification or loan extension; classification or monitoring of a loan; and/or the disposition or monitoring of REO or loan collateral
Values Concluded	As Is Market Value
Property Rights Appraised	Fee Simple
Effective Date of Appraisal	November 23, 2024
Date of Inspection	November 23, 2024
Date of Report	December 3, 2024

SIGNIFICANT OBSERVATIONS

The subject property is a 12,089 SF single-tenant office building. A recent hurricane that passed through the area caused significant damage, leaving the building's interior in need of extensive repair. The estimated construction cost to address the damage is $250,000. The hurricane damage is not covered by insurance. Although the property is leased, it is currently vacant due to the hurricane damage. The client has requested an analysis of the property's fee simple interest.

MARKET VALUE DEFINITION

Pertinent definitions are located in the glossary in the Addenda to this report. The following definition of market value is used by agencies that regulate federally insured financing institutions in the United States.

Market Value	The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: • Buyer and seller are typically motivated; • Both parties are well informed or well advised, and acting in what they consider their own best interests; • A reasonable time is allowed for exposure in the open market; • Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and • The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
Source	Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

The values presented within this appraisal report are subject to the extraordinary assumptions and hypothetical conditions listed below. Pursuant to the requirement within Uniform Standards of Professional Appraisal Practice Standards Rule 2-2(a)(xi), it is stated here that the use of any extraordinary assumptions might have affected the assignment results.

Extraordinary Assumptions	We were not provided a construction budget. We assume that $250,000 will cover cost to fully renovate the property. If not, we reserve the right to amend our value opinion.
Hypothetical Conditions	This appraisal employs no hypothetical conditions.

EXPOSURE TIME AND MARKETING TIME	
Exposure Time	**Exposure time** is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of appraisal. Based on exposure times of comparable sales and interviews with active participants in the market, the market value opinion could be achieved with an exposure time of 12 months.
Marketing Time	Per the Appraisal Standards Board (ASB) of the Appraisal Foundation, "reasonable **marketing time**" is an estimate of the amount of time it might take to sell a property interest at the estimated market value during the period immediately after the effective date of the appraisal. It is not intended to be a prediction of a specific date of sale and, therefore, may be expressed as a range. Based on the assumptions employed in our analysis, and given the anticipated continued interest by local and regional investors alike, it is our opinion that a sale could be consummated on the subject with a marketing period of 12 months subsequent to the effective date of appraisal. This conclusion is predicated on the assumption that the subject is offered at a price near the market value opinion set forth herein, and is supported by numerous recent sales of properties located within the immediate market.

PROPERTY TRANSACTION HISTORY

The subject property is currently owned by Howard W. Blackmon (50%) and Kenneth S. Takacs (50%) and is not reportedly under contract or listed for sale.

Based on interviews with the property contact, there have been no other listings, contracts, or arm's length transactions regarding the subject property over the past three years immediately preceding this engagement.

SCOPE OF WORK

SCOPE OF WORK	
Inspection Details	
Date of Inspection	November 23, 2024
Inspected by	Michael Barclay
Comments	An inspection of the subject and market area was made.
Data Analyzed	
Regional Data Analyzed	Moody's Economy.com
	Pertinent regional websites and publications
Industry Data Analyzed	CoStar
	Various industry surveys
	Pertinent industry segment websites and publications
Market Area Data Analyzed	Claritas demographic profile
	Pertinent local websites and publications
Market Participant Interviews	As part of ongoing business practices, market participants are interviewed regularly in order to glean the most up to date information available with regards to development activity, operational trends, financing, capital markets, brokerage, etc.
Property Data Analyzed	Information provided by the property contact
	Property appraiser's data
	Tax collector's data
	Zoning and land use data
	FEMA flood data
Steps in Analysis	
Highest and Best Use	Developed appropriate highest and best use analyses
Valuation Process	Applied appropriate valuation techniques and developed a market value opinion
Reconciliation	Reconciled to final value opinions by applying appropriate consideration to the valuation
Report Presentation	Prepared the appraisal report

VALUATION METHODOLOGY	
Most Probable Purchaser	To apply the most relevant valuation methods and data, the appraiser must first determine the most probable purchaser of the subject property. The most probable purchaser of the subject property would be a local investor or owner-user.
Valuation Methods Employed	This appraisal employs the Sales Comparison Approach and the Income Capitalization Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches would be considered applicable and/or necessary for market participants. The Cost Approach is not applicable. Market participants do not typically rely on the Cost Approach when analyzing properties that are not proposed or new primarily due to the subjectivity of depreciation estimates. Therefore, we have not employed the Cost Approach. The omission of this approach does not impact the reliability of the value opinion. The client also requested an insurable value.
Valuation Conclusion	The valuation process is concluded by analyzing each approach used in the appraisal. When more than one approach is used, each approach is judged based on its applicability, reliability and the quantity and quality of its data. A final value opinion is chosen that either corresponds to one of the approaches to value, or is a correlation of all the approaches used in the appraisal.

LEVEL OF REPORTING DETAIL

Standards Rule 2-2 (Real Property Appraisal, Reporting) contained in USPAP requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report.

This report is prepared as an **Appraisal Report.** An Appraisal Report must at a minimum summarize the appraiser's analysis and the rationale for the conclusions. This format is considered most similar to what was formerly known as a Summary Appraisal

ENVIRONMENTAL, SOCIAL AND GOVERNANCE

OVERVIEW

Environmental, Social and Governance (ESG) has become a standard criterion in the global real estate sector, excepting the United States. The European Union has adopted specific, conduct-based directives on ESG. In the US, while there has been a scattering of ESG regulations within specific markets there has been no industry wide or politically enacted regulations. Nevertheless, market participants are increasingly concerned with environmental risks, sustainable construction, carbon neutrality, social responsibilities, and governance of their companies, partners, and vendors.

Principles for Responsible Investment provides the following summary of approaches to responsible investment for direct and indirect real estate investors.

ENVIRONMENTAL

- Biodiversity and habitat
- Climate change
- Land contamination
- Energy consumption
- Greenhouse gas emissions
- Indoor environmental quality
- Location and associated infrastructure
- Materials
- Pollution prevention
- Resilience to catastrophe/ disaster
- Renewable energy
- Sustainable procurement
- Waste management
- Water consumption

SOCIAL

- Community development
- Controversial tenants
- Health and well-being of occupants, contractors and the local community
- Human rights
- Accessibility
- Inclusion and diversity
- Labour standards and working conditions
- Social enterprise partnering
- Stakeholder relations
- Occupier amenities – showers, changing rooms

GOVERNANCE

- Anti-bribery and money laundering
- Cybersecurity
- Board diversity
- Independence of board members
- Remuneration policy (including ESG-linked incentives)
- Data protection and privacy
- Legal and regulatory fines
- ESG clauses in contracts
- Asset data collection framework and/or management systems
- Procurement standards and requirements
- Tenant engagement frameworks

Furthermore, PRI provides examples of how these issues may affect property valuations.

ADDITIONAL CAPITAL EXPENDITURES	Equipment upgrades to improve energy performance
INCREASED COSTS	Higher insurance premiums due to physical risk factors
FUTURE INCOME UNCERTAINTY	Tenant and leasing disruption due to extreme weatherevents
OBSOLESCENCE RISK	Buildings that do not meet minimum energy performancestandards set by legislation

ENVIRONMENTAL

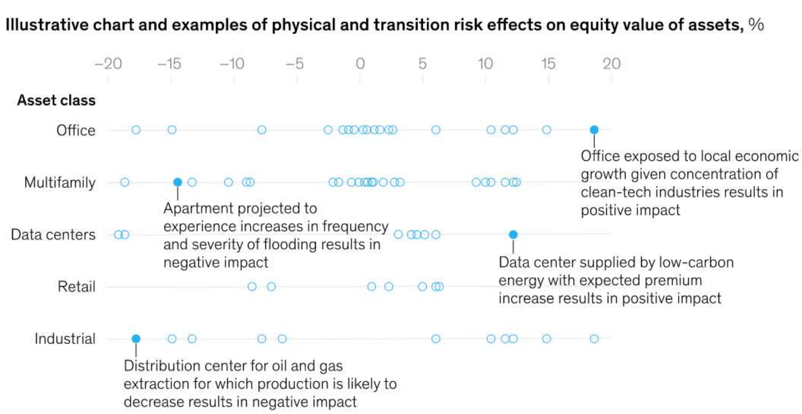
Both physical and transition risks must be analyzed for each property and market. Physical risks are hazards caused by changing climate such as floods, fires, rising temperatures, and rising sea levels. Transition risks involve the responses to climate change by humans and society. An example of transition risk is New York's Local Law 97 which requires most buildings over 25,000 square feet to meet energy and greenhouse gas emissions by 2024 with additional requirements in 2030. Transition risks are regulatory, economic, and social changes that could affect asset values.

According to Climate Risk and the Opportunity for Real Estate by McKinsey & Company,

The combination of this economic transition and the physical risks of climate change has created a significant risk of mispricing real estate across markets and asset classes. For example, a major North American bank conducted analysis that found dozens of assets in its real-estate portfolio that would likely be exposed to significant devaluations within the next ten years due to factors including increased rates of flooding and job losses due to the climate transition. Additionally, a study of a diversified equity portfolio found that, absent mitigating actions, climate risks could reduce annual returns toward the end of the decade by as much as 40 percent. Leading real-estate players will figure out which of their assets are mispriced and in what direction and use this insight to inform their investment, asset management, and disposition choices. They will also decarbonize their assets, attracting the trillions of dollars of capital that has been committed to net zero and the thousands of tenants that have made similar commitments. They will then create new revenue sources related to the climate transition.

Building climate intelligence is central to value creation and strategic differentiation in the real-estate industry. But the reverse is also true: real estate is central to global climate change mitigation efforts. Real estate drives approximately 39 percent of total global emissions. Approximately 11 percent of these emissions are generated by manufacturing materials used in buildings (including steel and cement), while the rest is emitted from buildings themselves and by generating the energy that powers buildings. Real-estate owners and investors will need to improve their climate intelligence to understand the potential impact of revenue, operating costs, capital costs, and capitalization rate on assets. This includes developing the analytical capabilities to consistently assess both physical and transition risks. Analyses should encompass both direct effects on assets and indirect effects on the markets, systems, and societies with which assets interact.

The following chart from McKinsey& Co. shows examples of physical and transition risks, and their potential effects on value.



SOCIAL

According to *ESG Real Estate Insights* by Deloitte,

Recently, the “S” in ESG has received growing attention as the COVID-19 pandemic put greater emphasis on the social factor. Since real estate companies have a significant social impact, they should consider the “S” as a value driver. Social aspects in real estate include, for example, participation in the rehabilitation of public spaces, affordable housing, social housing, or care centers as well as ensuring security in buildings and assuring human rights. From an internal perspective, social elements may also comprise ensuring workplace safety, fostering high standards in labor practices, responsible marketing, and promoting diversity across the company. Incorporating social considerations can increase companies’ ability to attract talent – especially among millennials. The risk of neglecting social elements can lead to a lack of reputation, lost work, higher employee turnover, increased operating costs, and may threaten the ability to operate.

GOVERNANCE

The “G” in ESG and how it pertains to commercial real estate is convoluted. Governance in commercial real estate has little to do with individual assets or portfolios, and more to do with how a commercial real estate company is structured, led, and how decisions are made. Governance concerns itself with how an ESG focused entity approaches risk management and longer-term planning. It may also concern itself with how individuals who manage properties make decisions to build tenant and community trust.

From a bigger picture, the “G” truly focuses on the boardroom and according to ESG Real Estate Insights by Deloitte,

Regarding the “G” in ESG, governance scrutiny is central to companies’ ability to continue business operations. While promoting corporate governance can present an opportunity for real estate companies in order to drive long-term value, not addressing governance considerations carries high risks – reaching from penalties and fines to a loss of reputation and market penetration.

Governance elements include, among others, compliance with governance rules and guidelines, ensuring adequate and transparent remuneration, promoting transparent disclosure of governance issues, taking action against corruption, fostering diversity in management and governing bodies, as well as establishing and communicating organizational values. A corporate culture of ethics, compliance, and integrity is the foundation to create a positive long-term impact.

RELEVANCE TO SUBJECT PROPERTY

There appears to be no impact on the subject property.

The subject is located in Florida, in a market known to have exposure to increases in insurance costs. The subject site is not specifically located in a flood zone and, as such, has no elevated environmental risks (Physical Risk). We are not aware of the subject’s LEED status. Moreover, the subject development does not present any known Transitional, Physical or Social risks. Finally, there are no new or proposed local laws pertaining to green construction or ESG to our knowledge.

In our opinion, sophisticated investors have priced in any associated risks related to ESG factors, with the predominate issue being insurance costs, in the projected insurance expense and assumptions in exit cap rates.

OFFICE MARKET OVERVIEW

POLK COUNTY OFFICE MARKET

KEY INDICATORS *AT A GLANCE*

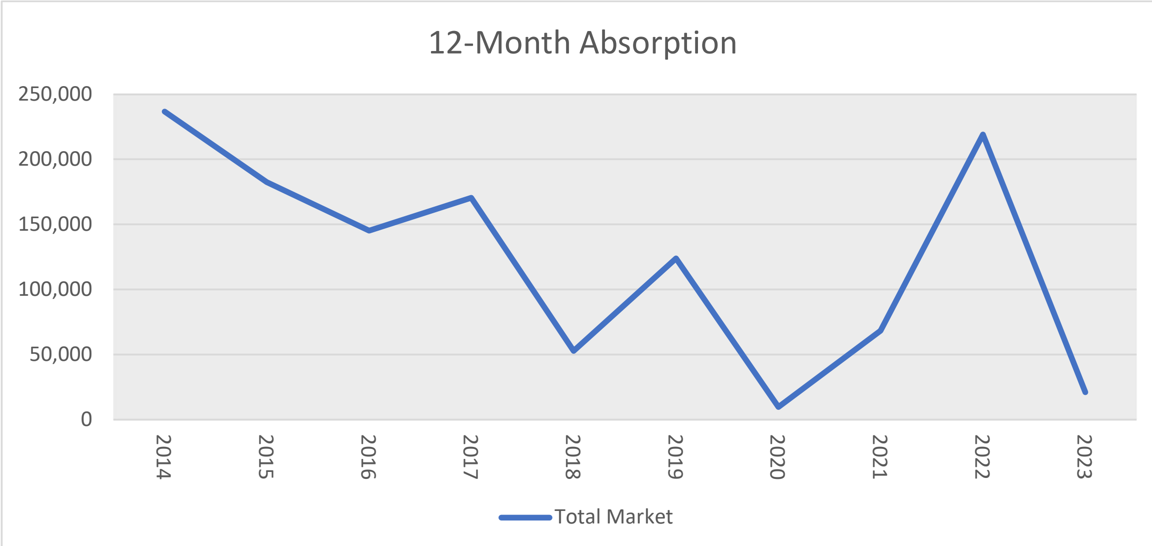
	PRIOR QUARTER	CURRENT QUARTER	COMPARISON
Vacancy (%)	4.02%	4.34%	increased 32 Basis Points
Absorption (SF)	21,123	-39,025	decreased 60,148 SF
Quoted Rental Rates ($/SF/Year)	$22.64	$22.68	increased $0.04 PSF
Inventory (SF)	14,481,133	14,488,828	increased 7,695 SF
Net Deliveries (SF)	0	7,695	increased 7,695 SF
Under Construction (SF)	7,695	0	decreased 7,695 SF
Overall Comparison			

POLK COUNTY OFFICE MARKET STATISTICS

PERIOD	EXISTING INVENTORY (SF)	VACANCY %	NET ABSORPTION (SF)	NET COMPLETIONS (SF)	UNDER CONST. (SF)	QUOTED RATES ($/SF/YEAR)
2024 Q3	14,488,828	4.34%	-39,025	7,695	0	$22.68
2024 Q2	14,481,133	4.02%	21,123	0	7,695	$22.64
2024 Q1	14,481,133	4.17%	27,256	1,192	0	$22.55
2023 Q4	14,479,941	4.35%	-40,302	-77,500	11,821	$22.35
2023	14,479,941	4.35%	21,083	43,987	11,821	$22.35
2022	14,435,954	4.20%	219,108	170,430	129,558	$21.33
2021	14,265,524	4.59%	68,183	72,625	227,500	$19.55
2020	14,192,899	4.59%	9,805	102,157	203,900	$18.42
2019	14,090,742	3.96%	123,901	128,067	120,046	$17.67
2018	13,962,675	3.97%	52,890	62,072	125,037	$17.79
2017	13,900,603	3.92%	170,379	45,724	64,301	$16.93
2016	13,854,879	4.83%	145,073	-41,248	38,000	$16.94
2015	13,896,127	6.16%	182,459	46,483	21,415	$15.75

The Polk County Office market ended the third quarter with a vacancy rate of 4.34%. The vacancy rate increased over the previous quarter, with net absorption totaling -39,025 square feet in the third quarter. Rental rates increased compared to the previous quarter, ending third quarter at $22.68. A total of 7,695 square feet was delivered to the market, with 0 square feet still under construction at the end of the quarter.

ABSORPTION



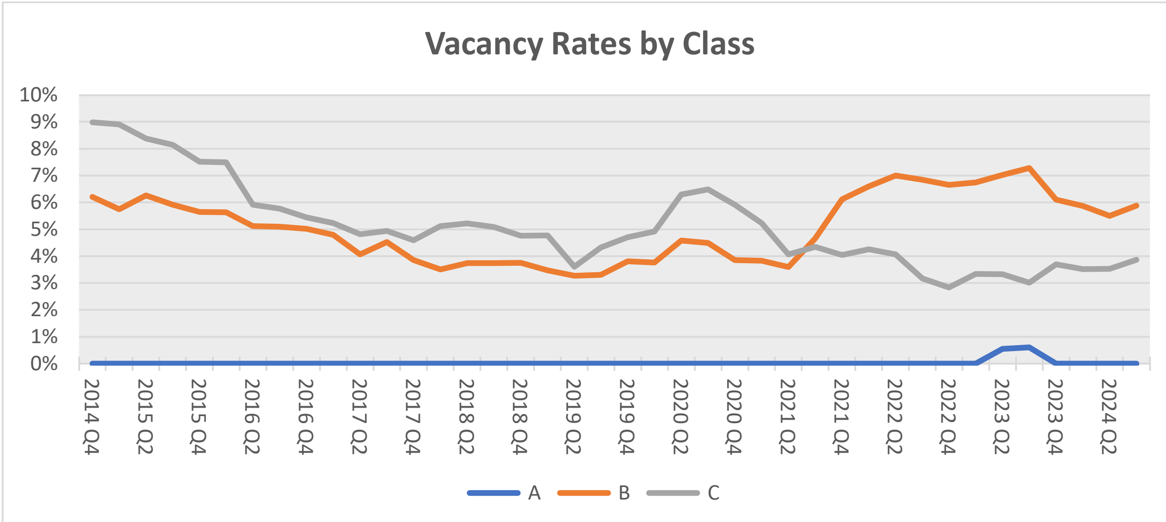
Net absorption for the overall Polk County Office market was -39,025 square feet in the third quarter 2024. That compares to 21,123 square feet in the second quarter 2024, 27,256 square feet in the first quarter 2024, and -40,302 square feet in the fourth quarter 2023. Net absorption in the market over the prior 12 months totaled -30,948 square feet.

The Class A (4 & 5 Star) Office market recorded net absorption of 0 square feet in the third quarter 2024, compared to 0 square feet in the second quarter 2024, 0 square feet in the first quarter 2024, and 8,300 square feet in the fourth quarter 2023.

The Class B (3 Star) Office market recorded net absorption of -15,619 square feet in the third quarter 2024, compared to 22,010 square feet in the second quarter 2024, 25,236 square feet in the first quarter 2024, and -566 square feet in the fourth quarter 2023.

The Class C (1 & 2 Star) Office market recorded net absorption of -23,406 square feet in the third quarter 2024, compared to -887 square feet in the second quarter 2024, 2,020 square feet in the first quarter 2024, and -48,036 square feet in the fourth quarter 2023.

VACANCY



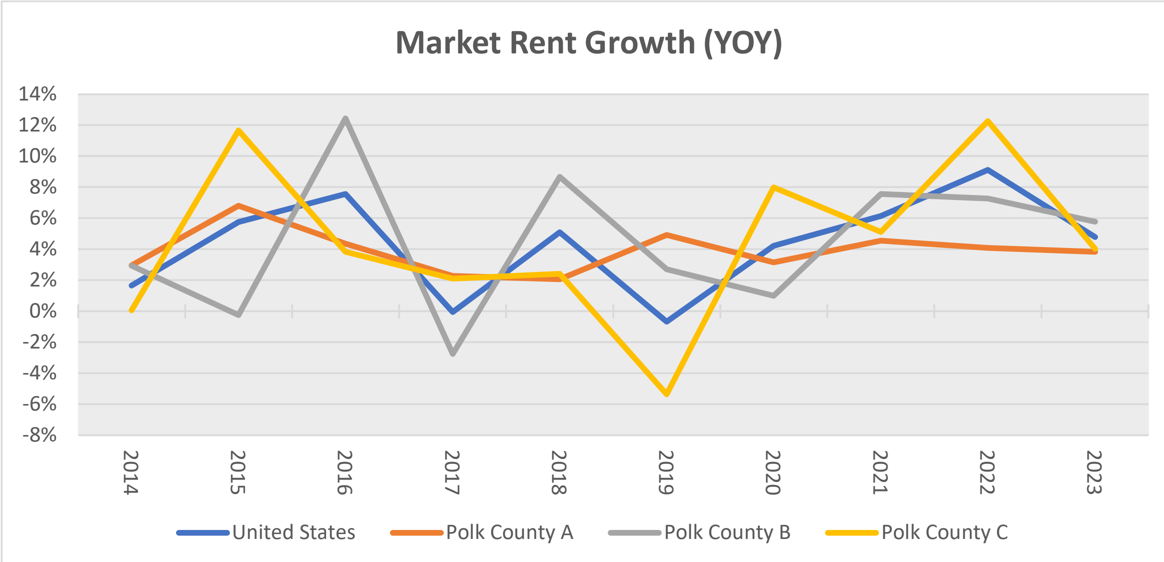
Vacancy for the overall Polk County Office market increased to 4.34% in the third quarter 2024. That compares to 4.02% in the second quarter 2024, 4.17% in the first quarter 2024, and 4.35% in the fourth quarter 2023.

Class A (4 & 5 Star) projects reported a vacancy rate of 0.00% at the end of the third quarter 2024, 0.00% at the end of the second quarter 2024, 0.00% at the end of the first quarter 2024, and 0.00% at the end of the fourth quarter 2023.

Class B (3 Star) projects reported a vacancy rate of 5.88% at the end of the third quarter 2024, 5.50% at the end of the second quarter 2024, 5.87% at the end of the first quarter 2024, and 6.10% at the end of the fourth quarter 2023.

Class C (1 & 2 Star) projects reported a vacancy rate of 3.86% at the end of the third quarter 2024, 3.53% at the end of the second quarter 2024, 3.52% at the end of the first quarter 2024, and 3.69% at the end of the fourth quarter 2023.

RENTAL RATES



The rental rates shown below are per square foot per year on a full service gross basis.

The average asking rental rate for available Office space, all classes, was $22.68 psf at the end of the third quarter 2024 in the Polk County market area. This represented a 0.2% increase in quoted rental rates from the end of the second quarter 2024, when rents were reported at $22.64.

The average quoted rate within the Class A (4 & 5 Star) sector was $24.57 at the end of the third quarter 2024, while Class B (3 Star) rates stood at $24.65, and Class C (1 & 2 Star) rates at $20.65. At the end of the second quarter 2024, Class A (4 & 5 Star) rates were $24.54, Class-B (3 Star) rates were $24.61, and Class C (1 & 2 Star) rates were $20.60.

INVENTORY & CONSTRUCTION

During the third quarter 2024, a total of 7,695 square feet was completed in the Polk County market area. This compares to a total of 0 square feet completed in the second quarter 2024, a total of 1,192 square feet completed in the first quarter 2024, and -77,500 square feet completed in the fourth quarter 2023.

There were 0 square feet of Office space under construction at the end of the third quarter 2024.

SUBTYPE	EXISTING INVENTORY (SF)	NET DELIVERIES (12 MONTHS)	UNDER CONSTRUCTION (SF)
Class A (4 & 5 Star)	1,349,686	0	0
Class B (3 Star)	6,040,316	-57,984	0
Class C (1 & 2 Star)	7,098,826	-10,629	0
Total	**14,488,828**	**-68,613**	**0**

POLK COUNTY MARKET OUTLOOK

The Polk County Office market ended the third quarter 2024 with a vacancy rate of 4.34%. The vacancy rate increased over the previous quarter, with net absorption totaling -39,025 square feet in the third quarter 2024. Rental rates increased $0.04 PSF over the previous quarter and ended at $22.68. A total of 7,695 square feet was delivered in the quarter, with 0 square feet still under construction at the end of the quarter.

MARKET AREA OVERVIEW

INTRODUCTION

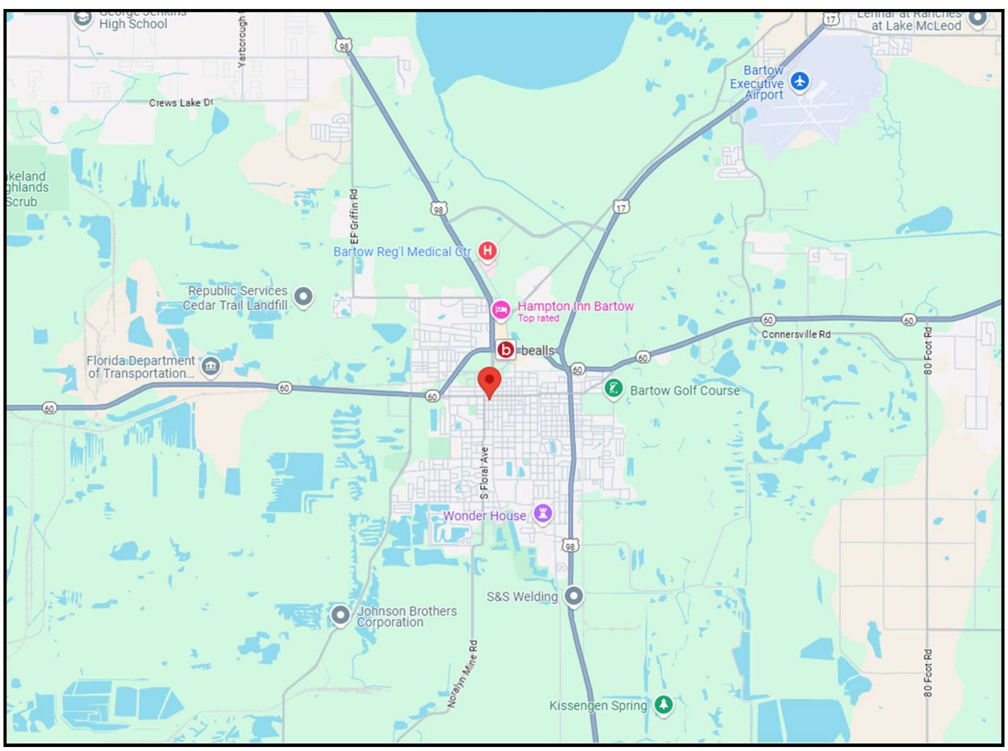
A market area is a geographic area in which the subject property competes for the attentions of market participants; the term broadly defines an area containing diverse land uses. Market areas are defined by a combination of factors including physical features the demographic and socioeconomic characteristics of the residents or tenants, the condition of the improvements, and land use trends. Market area analysis focuses on the identification of a boundaries and the social, economic, governmental, and environmental influences that affect the value of real property within those boundaries. In conducting market area analysis, the competitive supply and demand for the subject property is more directly addressed.

GENERAL BOUNDARIES

The market area is generally defined by the following boundaries:

North	East County Road 540A, Lake Hancock
South	Gaskins Road, Mann Road
East	Peace River
West	Agricola Road

MARKET AREA MAP



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ACCESS

Access to the subject market area is good, which contributes to the market area's stability. Primary linkages in and around the market area include:

MAJOR LINKAGES OF THE MARKET AREA		
Name	Direction	Number of Lanes
U.S. Highway 98	North/South	4 - 6
U.S. Highway 17	North/South	4
State Road 37	North/South	4
Interstate 4	East/West	6
State Road 60	East/West	4 - 6
Main Street	East/West	2

GENERAL LAND USES

The subject property located along the south side of West Main Street in Bartow, Florida. While the city of Bartow lies within a predominantly rural area and may have a small population, it is shaped by its proximity to several large population centers, including Lakeland, Orlando, and the Tampa Bay area. Within a 100-mile radius of the center of town, there are close to eight million people.

The economy of Bartow is driven primarily by government, mining, and agriculture, along with pockets of industrial and commercial development. Polk County has 600,000 acres of land dedicated to agriculture. According to the U.S. Census of Agriculture, Polk County is the top citrus production county in Florida. Polk County is also ranked second in the state in production of honey and fourth in the number of heads of cattle.

Land use patterns follow traditional development trends. The more intense commercial and retail uses are along major carriers and at major intersections, and the residential uses located in the interior sections. Most of the commercial development is concentrated along North Broadway Avenue and East Main Street.

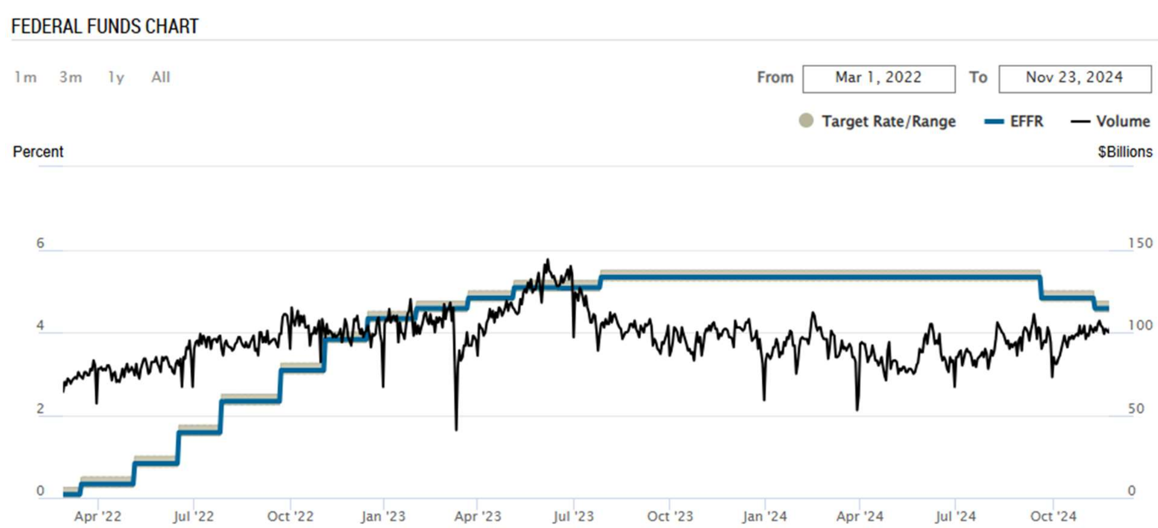
- Residential – Adequate mix of established single-family communities and multifamily uses in the form of apartments and for sale townhomes.
- Retail – Along U.S. Highway 98, North Broadway Avenue and Main Street are where most regional big box retailers and supporting uses such as restaurants, bank branches, drug stores, gas stations/convenience stores, specialty shops, etc. are located. North of the subject is a concentration of retail uses, including the Golden Gate and Bartow shopping centers. Established retail brands In this area include Harbor Freight, Publix Super Market and Bealls, as well as an abundance of quick-service dining options. East of the subject along East Main Street are a number of local retail businesses between South Broadway Avenue and 1st Avenue.
- Employment Centers – Commercial office, retail and industrial employment opportunities exist in the immediate area, as well as government and agriculture. The nearest concentrated employment centers can be found in Lakeland (approximately 12 miles to the northwest) and Brandon (nearly 30 miles to the west), with major employment centers found in Orlando and Tampa.
- Health Care – The nearest major hospital in the area is Bartow Regional Medical Center, a 72-bed hospital within the BayCare Health System

INTEREST RATES AND ECONOMIC CLIMATE

As we continue to monitor the real estate markets, it has become apparent that continued analyses and reporting of the health of the individual market segment is best left to specific discussions that individually impacted property types and locations. We have chosen not to include a detailed national market overview related specifically to pandemic related issues or current inflationary pressures that exist. We will address the key indicators within the appropriate sections of the report where applicable. As always, we will remain vigilant in monitoring national, state, and local economies as they relate to commercial real estate and in particular the subject property. Should conditions change materially warranting a more detailed analysis, we will alter our reporting as necessary.

Of more immediate concern related to commercial real estate are high interest rates, cost of construction, and availability of related goods and services, along with safety of individuals. These elements are a concern for real estate investors as they may compress returns and impact financing alternatives. Inflation remains chief among these concerns by investors and lenders. Should inflationary pressures persist as the Federal Reserve attempts to target those pressures quickly, the risk of further rate hikes remains. However, it appears that inflation is nearing target rates and the Federal Reserve has recently cut rates with more cuts expected at the end of 2024 and into 2025.

The Federal Reserve began to raise the federal funds rate in March 2022 to counter concerns regarding the increase in inflation, which is at its highest level since 1982. Interest rates had been at all-time lows for an extended period of time. The chart below shows the numerous increases since March 2022 and a recent cut.



This has led to a direct impact on mortgage interest rates, which has increased the cost of borrowing. The rise in mortgage interest rates combined with the increased cost of construction seemed to slow the demand for all types of development.

Changes in monetary policies by the Federal Reserve, as well as ongoing global turmoil continue to result in unforeseen impacts on supply chains and the health of economies around the world, including here in the United States. Notwithstanding, construction costs and inflationary pressures have stabilized somewhat, with parts of the

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CPI components in the U.S. showing signs of declining. Recent data suggests construction material costs have declined. However, most economists are cautiously optimistic. With the inflation rate declining, the Federal Reserve communicated an uncertain economic outlook. Nonetheless, the Fed just cut rates and intends to make more rate cuts at the end of 2024 and into 2025.

The reader should note, the data and comparables applied in this report are data points that may have occurred prior to the events noted above, resulting in some risks associated with the application of lagging indicators. The opinions of those values are as of a specific point in time, the effective date of value, and changing conditions could impact those values in the future.

SITE DESCRIPTION

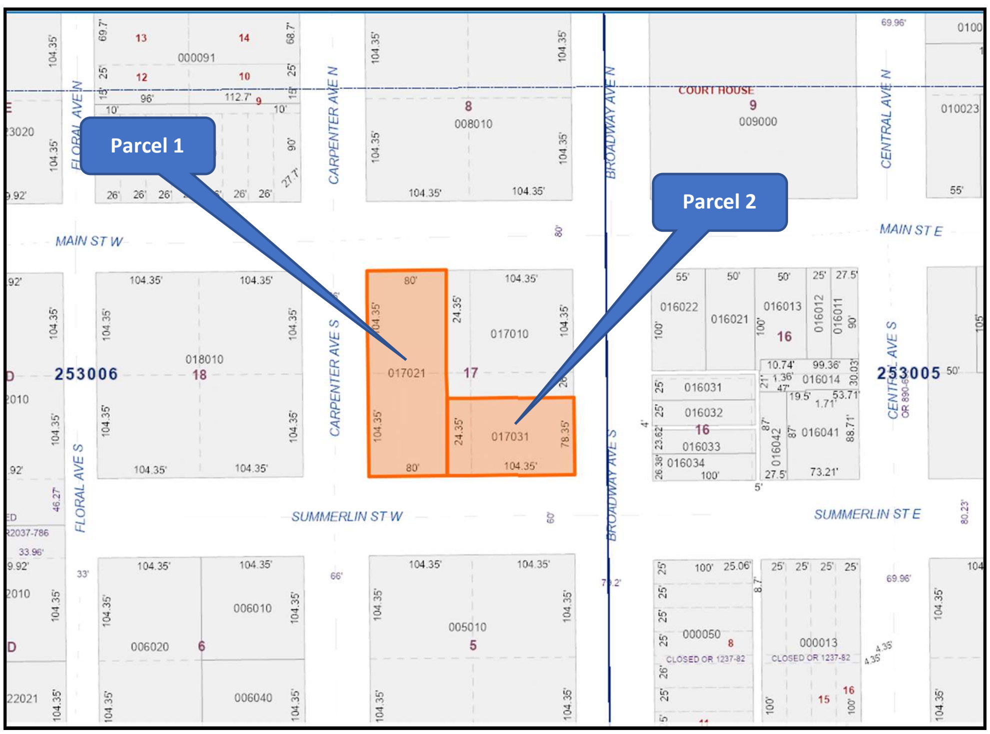
LOCATION	
Address	255 Main Street West & 195 South Broadway Avenue
City	Bartow
County	Polk
State	Florida
ZIP Code	33830
Location	South side of West Main Street, between North Carpenter Avenue and South Broadway Avenue
Parcel ID Number	
Parcel 1 (Office Building)	25-30-05-372500-017021
Parcel 2 (Parking Lot)	25-30-05-372500-017031
Legal Descriptions	
Parcel 1 (Office Building)	ORIGINAL BARTOW PB 3 PG 15 S5/6 T30 R25 BLK 17 LOTS 2 W 80 FT & W 80 FT OF 3
Parcel 2 (Parking Lot)	ORIGINAL BARTOW PB 3 PG 15 S5/6 T30 R25 BLK 17 S 78.355 FT OF E 24.355 FT OF LOT 3 & LOT 4 LESS N 26 FT

PHYSICAL	
Site Size	
Parcel 1 (Office Building)	
Acres	0.38
SF	16,694
Parcel 2 (Parking Lot)	
Acres	0.23
SF	10,073
Total Site Size	
Acres	0.61
SF	26,767
Configuration	Rectangular
Frontage	
Primary	±80' along West Main Street
Secondary	±209' along South Carpenter Avenue
Secondary	±184' along West Summerlin Street
Secondary	±78' along South Broadway Avenue
Access	One curb cut, ingress-egress point of access each from North Carpenter Avenue and South Broadway Avenue, and continuous off-street parking access from West Summerlin Street
Visibility	Average
Topography	Generally level, at road grade
Drainage	Appears adequate
Soil/Subsoil	A soil/subsoil report was not provided. This appraisal assumes that the soil's load bearing capacity is sufficient to support existing and/or proposed structures. The physical inspection of the property indicated no evidence of soil/subsoil issues.
Environmental	An environmental report was not provided. This appraisal assumes that the property is free of any and all environmental issues. The physical inspection of the property indicated no evidence of environmental issues.
Utilities	Typical utilities and municipal services are available to the site
Flood Data	
Panel No.	12105C0515G
Zones	X (unshaded)
Description	Areas determined to be outside the 500-year flood plain
Source	FEMA

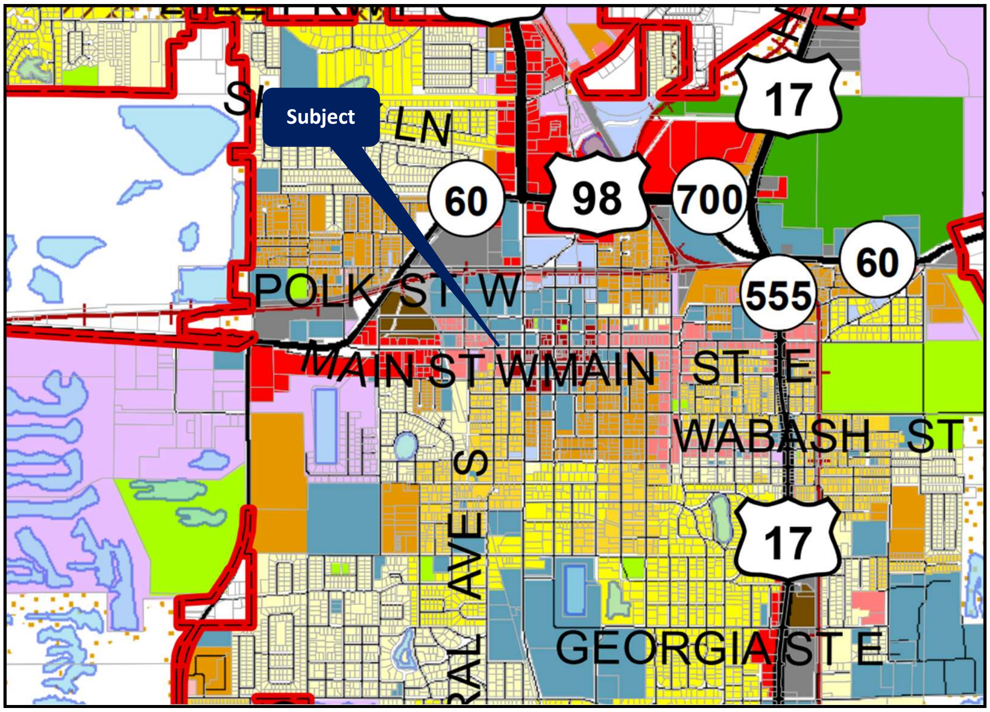
The second parcel (Parking Lot) is needed to support the improvements.

ZONING AND FUTURE LAND USE	
Zoning	
Designation	C-2
Jurisdiction	City of Bartow
Description	Community Commercial
Requirements	
Minimum Lot Size	None specified
Minimum Lot Width	None specified
Maximum FAR	None specified
Maximum Height	40' (with allowances for increased
Setbacks	
Front	25'
Side	25'
Rear	20'
Corner	25'
Parking	2.5 spaces per 1,000 SF of GFA
Conformity	Legal, conforming use
Future Land Use	
Designation	Commercial
Jurisdiction	City of Bartow

PARCEL MAP

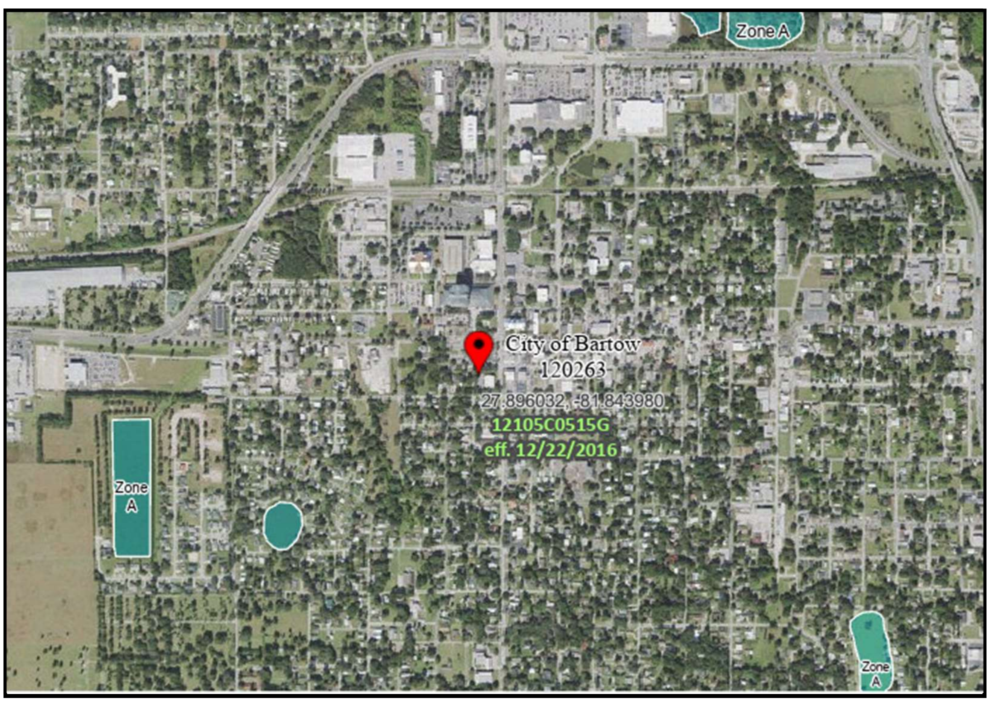


ZONING MAP



C-2 - Communty Commercial

FLOOD MAP



IMPROVEMENTS DESCRIPTION

GENERAL DESCRIPTION	
Property Description	A 12,089 SF Office Building
Year Built	1957
Number of Buildings	1
Building Size	
Net Rentable Area (SF)	12,089

EXTERIOR DETAILS	
Exterior Walls	Masonry/concrete with painted stucco
Windows	Tinted or tempered, single-pane glass in metal frames,
Doors	Plate-glass commercial door in metal frame, and metal doors in metal frames
Roof	Flat, built-up composition

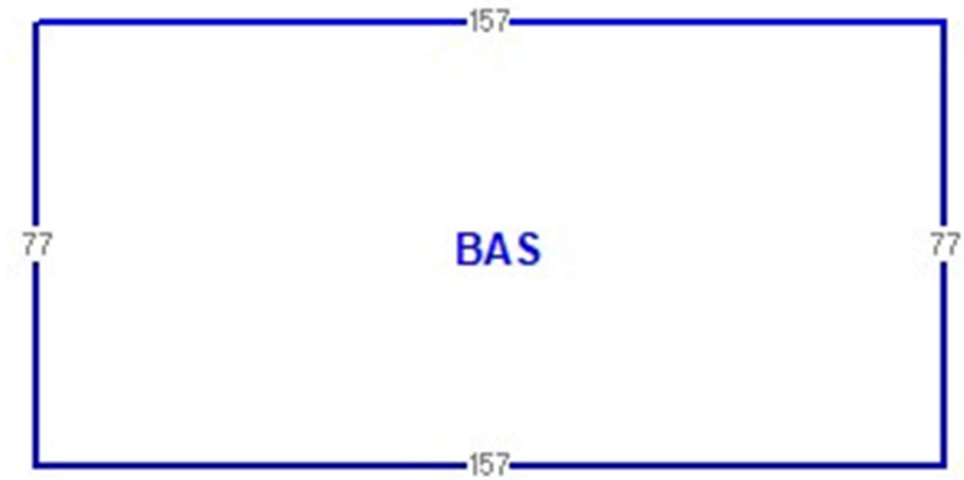
INTERIOR DETAILS	
Interior Walls	Painted drywall
Ceilings	Acoustical tiles
Floors	Portions of vinyl tile, but a majority of the flooring has been removed in preparation for repair and new flooring installation.
Lighting	Recessed fluorescent
Restrooms	Adequate facilities
Comments	It is noted that a recent hurricane crossed through the subject property locale and caused significant flood damage, leaving the interior of the building in need of repairs.

MECHANICAL
The appraisers are not experts in mechanical, electrical, plumbing, HVAC or structural systems. This appraisal assumes that all mechanical, electrical, plumbing, HVAC and structural systems are in good working order and up to current codes. This appraisal also assumes that any mechanical, electrical, plumbing, HVAC or structural system maintenance and/or repairs are completed through typical maintenance practices or as part of larger budgeted capital projects.

SITE IMPROVEMENTS	
Landscaping	Grass, mature trees, low-maintenance shrubs in mulch beds
Parking	
Type	Asphalt-paved, striped surface
Number	51 spaces
Ratio	4.22 spaces per 1,000 SF of gross building area
Signage	None

SUMMARY	
Overall Condition	Average
Overall Quality	Average
Design and Functionality	Average
Actual Age	67
Expected Economic Life	60
Effective Age	35
Remaining Economic Life	25
	Note: Economic life can be extended indefinitely with ongoing maintenance, upgrades and renovations

BUILDING SKETCH



ASSESSMENT AND TAXES

ASSESSMENT IN FLORIDA

Counties in Florida set the millage rate to be used in calculating the tax bill in September or October of each year. The County Tax Collector issues the tax bills providing a 4% discount for payment in November, a 3% discount for payment in December, a 2% discount for payment in January, and a 1% discount for payment in February.

Real estate taxes are due March 31st of each year. In the State of Florida, any property owner can realize a 4% pre-payment discount in their total liability if taxes are paid by November 30th. As is commonplace in the market, prudent investors take advantage of this, and our analysis includes the discount. Assessment levels are impacted by the following primary factors:

- Re-assessment without a transaction
- Re-assessment following a transaction

WITHOUT A TRANSACTION

Re-assessment occurs annually in Florida; however, in the event that there is not a recorded sale, all taxing authorities with the exception of schools have a 10% cap on assessment increases per year. This commonly results in a difference between the County's estimated Market Value (also called Just Value) and the Assessed Value as it applies to the other taxing authorities. For this reason, properties that have not sold and been subsequently re-assessed in recent history tend to have assessments that lag actual market value considerably.

FOLLOWING A TRANSACTION

The sale of a property can and usually does, trigger re-assessment for the following year in Florida. However, the property will not necessarily be re-assessed at the sale price. In our experience, it is common for assessment levels lag sale prices. In the event of a recorded, arm's length transaction, we generally see re-assessment as a percentage of the purchase price the following January 1. The re-assessment rate varies significantly by county, asset type and class and conditions of sale.

At this point in the cycle when Counties have had the benefit of capturing increases on post-sale re-assessments for many years, we are seeing that while there may be a substantial increase in the year following acquisition, assessments can be relatively flat the year following the initial increase (Year 2). Additionally, in some cases, owners have been successful in appealing the increases, which varies county-to-county. Since 2009 Assessor's no longer have the Presumption of Correctness, rather the Preponderance of Evidence. This increased the burden on the Assessor's office to support assessments if contested and as a result, some have been more conservative in increasing assessments.

SUMMARY

For all the reasons discussed, projecting future real estate tax assessment levels, and resultant tax liability can be subjective. The contributing factors are:

- Timing in the cycle
- Lag that occurs based on the timing of re-assessment following a sale

- Variability in how counties are handling re-assessment following a sale
- In an up-market, assessments lagging in the years following a re-set either due to assessments being held flat, or further market improvement as a result of market trends overall, or property improvements completed by new ownership following acquisition

All things considered, a more reasonable range for projected tax assessments over the holding period is wider than the initial re-set range would suggest. Implicit in the definition of Market Value is the consummation of a sale, even in the event of a refinance, thus the potential real estate tax implication following a sale must be considered.

The following exhibits summarize the subject's current real property assessment and taxes.

Parcel 1:

JOE G. TEDDER, TAX COLLECTOR
POLK COUNTY, FLORIDA

2024 REAL ESTATE PROPERTY TAX BILL

ACCOUNT NUMBER
253005-372500-017021

PAY, SEARCH OR PRINT RECEIPT AT
polktaxes.com
(863) 534-4700

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

BLACKMON HOWARD W & C/O
KENNETH S TAKACS
14162 JEAN ST
LARGO,FL 33774-2845

255 MAIN ST W
ORIGINAL BARTOW PB 3 PG 15 S5/6 T30 R25 BLK
17 LOTS 2 W 80 FT & W 80 FT OF 3

RETAIN THIS PORTION FOR YOUR RECORDS

AD VALOREM TAXES

TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
505 CITY OF BARTOW	1,116,890	0	1,116,890	6.1080	$6,821.96
C101 POLK COUNTY TRANSPORTATION	1,116,890	0	1,116,890	1.2000	$1,340.27
C100 POLK COUNTY GENERAL FUND	1,116,890	0	1,116,890	4.9848	$5,567.48
C102 POLK COUNTY EMERGENCY MEDICAL	1,116,890	0	1,116,890	0.2500	$279.22
C103 POLK COUNTY ENV LANDS MGMT	1,116,890	0	1,116,890	0.0500	$55.84
C104 POLK COUNTY ENV LANDS ACQUISITION	1,116,890	0	1,116,890	0.1500	$167.53
110 SCHOOL GENERAL FUND	1,116,890	0	1,116,890	3.7960	$4,239.71
100 SCHOOL LOCAL CAPITAL IMPROVEMENT	1,116,890	0	1,116,890	1.5000	$1,675.34
360 SOUTHWEST FLA WATER MGMT DIST	1,116,890	0	1,116,890	0.1909	$213.21
TOTAL				18.2297	$20,360.56

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	UNITS	AMOUNT
FC310 - BARTOW FIRE SERVICES	0.00	1.00	$4,337.77
ST310 - BARTOW STORMWATER	0.00	1.00	$523.80
TOTAL NON-AD VALOREM ASSESSMENTS			$4,861.57

COMBINED TAXES AND ASSESSMENTS $25,222.13

Parcel 2:

JOE G. TEDDER, TAX COLLECTOR
POLK COUNTY, FLORIDA

2024 REAL ESTATE PROPERTY TAX BILL

ACCOUNT NUMBER
253005-372500-017031

PAY, SEARCH OR PRINT RECEIPT AT
polktaxes.com
(863) 534-4700

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

BLACKMON HOWARD W & C/O
KENNETH S TAKACS
14162 JEAN ST
LARGO,FL 33774-2845

S 195 BROADWAY
ORIGINAL BARTOW PB 3 PG 15 S5/6 T30 R25 BLK 17 S 78.355 FT OF E 24.355 FT OF LOT 3 & LOT 4 LESS N 26 FT

RETAIN THIS PORTION FOR YOUR RECORDS

AD VALOREM TAXES

TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
505 CITY OF BARTOW	57,463	0	57,463	6.1080	$350.98
C101 POLK COUNTY TRANSPORTATION	57,463	0	57,463	1.2000	$68.96
C100 POLK COUNTY GENERAL FUND	57,463	0	57,463	4.9848	$286.44
C102 POLK COUNTY EMERGENCY MEDICAL	57,463	0	57,463	0.2500	$14.37
C103 POLK COUNTY ENV LANDS MGMT	57,463	0	57,463	0.0500	$2.87
C104 POLK COUNTY ENV LANDS ACQUISITION	57,463	0	57,463	0.1500	$8.62
110 SCHOOL GENERAL FUND	68,634	0	68,634	3.7960	$260.54
100 SCHOOL LOCAL CAPITAL IMPROVEMENT	68,634	0	68,634	1.5000	$102.95
360 SOUTHWEST FLA WATER MGMT DIST	57,463	0	57,463	0.1909	$10.97
TOTAL				18.2297	$1,106.70

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	UNITS	AMOUNT
FC310 - BARTOW FIRE SERVICES	0.00	1.00	$13.48
ST310 - BARTOW STORMWATER	0.00	1.00	$392.85
TOTAL NON-AD VALOREM ASSESSMENTS			$406.33

COMBINED TAXES AND ASSESSMENTS $1,513.03

Based on our conversations with the Property Appraiser's Office, the re-assessment after a sale typically is in the range of 70% to 90% of the respective sale price. A third-party transaction would trigger a reassessment of the property would likely result in an increase in the tax liability based on the purchase price. The increased tax burden would not impact the marketability of the property to either a tenant, owner user, or buyer.

There are no delinquent property taxes.

The estimated taxes are as follows:

ESTIMATED ASSESSMENT AND TAXES	
Considers a Market Oriented Transaction	
Concluded Value Opinion Sales Comparison Approach	$1,875,000
Estimated Reassessment Rate	75%
Estimated Assessment	$1,406,250
Millage Rate	18.2297
Gross Ad Valorem Taxes	$25,636
Plus: Non- Ad Valorem Taxes	$5,200
Total Gross Taxes	$30,836
Less: 4% Discount	($1,233)
Net Tax Liability	$29,602
Rounded	**$29,600**

HIGHEST AND BEST USE

Highest and Best Use is defined as: “The reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible, and that results in the highest value.”

Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015)

To test the Highest and Best Use requires the following:

Determine whether the usage of land is:	• Legally Permissible • Physically Possible • Financially Feasible • Maximally Productive
Requirements	Typically, these tests are applied in the order listed above, but the sequencing of the tests should have no impact on the final highest and best use selected for either the land or the improvements. The highest and best use of a property is the one that meets all the previous criteria, and will produce the greatest future benefit to the owner.
Land vs. Improved	When determining the highest and best use it must be recognized that land is generally appraised as if vacant and available for development to its highest and best use. It must also be recognized that the appraisal of the improvements is based on their actual current contribution to the site.
Conclusion	Therefore, the highest and best use of a site must be analyzed for the following: • Highest and Best Use as if Vacant • Highest and Best Use as Improved

AS IF VACANT

LEGALLY PERMISSIBLE

The subject property is zoned C-2 (Community Commercial). The C-2 community commercial district is intended primarily to meet the retail shopping and service needs of several neighborhoods or a substantial territory. There are no other known legal restrictions that would limit the development of the subject property.

PHYSICALLY POSSIBLE

Physically, there are no unusual constraints to development and the site is functional for the allowable uses under the zoning designation. The subject consists of two rectangular shaped parcels of land containing 26,767 SF. Overall, the physical characteristics of the site would support commercial development.

FINANCIAL FEASIBILITY-MAXIMALLY PRODUCTIVE

In today's economic climate, commercial development may be feasible as local and broader commercial market conditions improve that would justify new construction. As such, the most financially feasible use that is considered the most maximally productive use of the site, as if vacant, would be for office development as permitted by zoning, and which would support either investment or build-to-suit development criteria to an investor, or an owner-user.

AS IMPROVED

The subject appears to be a legal, conforming use based on the C-2 (Community Commercial) zoning designation. The improvements are well suited for office use and the subject's current office building use produces the highest return to the land. Therefore, the highest and best use, as improved, is the continued use of the existing office building.

VALUATION PROCESS

VALUATION METHODS	
Method	**Definition**
Cost Approach	In this approach, value is based on adding the contributing value of any improvements (after deductions for accrued depreciation) to the value of the land as if it were vacant based on its highest and best use. If the interest appraised is other than fee simple, additional adjustments may be necessary for non-realty interest and/or the impact of existing leases or contracts.
Sales Comparison Approach	In this approach, recent sales of similar properties in the marketplace are compared directly to the subject property. This comparison is typically accomplished by extracting "units of comparison", for example, price per square foot, and then analyzing these units of comparison for differences between each comparable and the subject. The theoretical basis for this approach lies in the principle of substitution, under which investors or owner-users are able to comparison-shop and set prices based on relative differences in properties. The reliability of an indication found by this method depends on the quality of the comparable data found in the marketplace.
Income Capitalization Approach	In this approach, a property is viewed through the eyes of a typical investor, whose primary objective is to earn a profit on the investment principally through the receipt of expected income generated from operations and the ultimate resale of the property at the end of a holding period. The theoretical basis for this approach comes from the principle of anticipation and substitution. The principle of anticipation applies because the value of a property is, in theory, the present value of expected future cash flow. The principle of substitution is also applicable, because rental rates for the subject property must be in line with those of competitive space. Furthermore, the value estimated by the Income Capitalization Approach assumes that investors will earn a rate of return consistent with that available for alternative investments of comparable risk.

VALUATION METHODS USED
Sales Comparison Approach, Income Capitalization Approach
This appraisal employs the Sales Comparison Approach and the Income Capitalization Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches would be considered applicable and/or necessary for market participants. The Cost Approach is not applicable. Market participants do not typically rely on the Cost Approach when analyzing properties that are not proposed or new primarily due to the subjectivity of depreciation estimates. Therefore, we have not employed the Cost Approach. The omission of this approach does not impact the reliability of the value opinion. The client also requested an insurable value.
The valuation process is concluded by analyzing each approach to value used in the appraisal. When more than one approach is used, each approach is judged based on its applicability, reliability and the quantity and quality of its data. A final value opinion is chosen that either corresponds to one of the approaches to value, or is a correlation of all the approaches used in the appraisal.

SALES COMPARISON APPROACH

METHODOLOGY

In the Sales Comparison Approach, we developed an opinion of value by comparing similar, recently sold properties in the surrounding or competing area to the subject property. In order to determine the value of the subject property, these comparable sales and/or listings are then evaluated and adjusted based on their differences when compared to the subject property. Inherent in this approach is the principle of substitution, which states that when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property, assuming that no costly delay is encountered in making the substitution.

The Sales Comparison Approach to value requires the following sequential steps:

Unit of Comparison	A unit of comparison (i.e. price per square foot, price per dwelling unit) must be selected for comparable analysis of the sales and the subject. The selected unit of comparison must be consistent with market behavior.
Search for Sale Comparables	Research must be done to locate sale comparables, which may include listings and contracts, of properties that are generally similar to the subject.
Confirmation	All comparables are confirmed to verify that the data used is accurate, and that all of the comparables represent arm’s-length transactions.
Comparison	Each of the comparables that are chosen for this technique are considered generally similar to the subject. Therefore, each difference between the comparables and the subject must be identified, and then adjusted for the various differences. All adjustments are made to the comparables as they relate to the subject property.
Reconciliation	Once all of the comparables have been adjusted, an opinion of value must be concluded based on the indications produced from the analysis of the comparables.

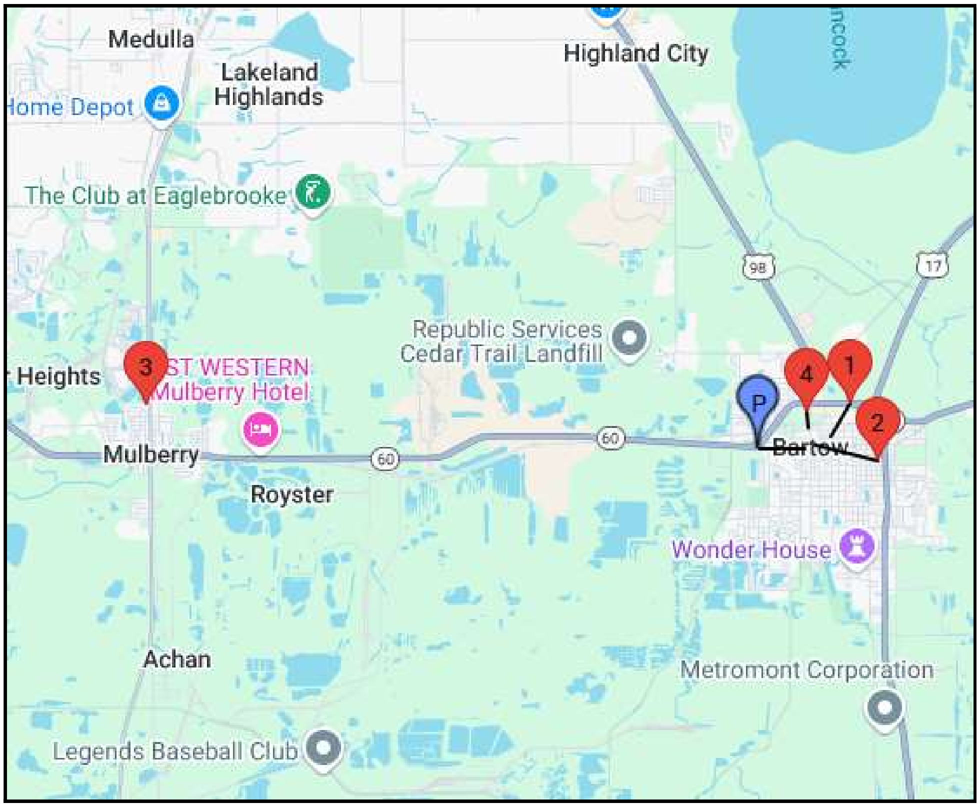
To estimate the "as-is" value of the property, we must account for the hurricane damage and the need for renovations. This involves determining the property's value upon completion of the renovation and then deducting the estimated cost to complete the construction. Other costs such as rent loss, leasing commissions and profit will also be deducted.

On the following pages, a summary and adjustment grid, location map and a discussion of the adjustment process is presented. Additional details on the comparables are in the Addenda.

IMPROVED SALE COMPARABLES SUMMARY AND ADJUSTMENT GRID

IMPROVED SALE COMPARABLES SUMMARY AND ADJUSTMENT GRID					
Sale Comparable	Subject	1	2	3	4
Address	255 Main Street West & 195 South Broadway Avenue	305 North Jackson Street	120 Main Street	1010 North Church Avenue	545 Broadway Avenue
City	Bartow	Bartow	Bartow	Mulberry	Bartow
Sale Date		Listing	Jul-24	Apr-24	Apr-33
Size (Rentable SF)	12,089	11,458	13,530	12,452	12,160
Site Size (SF)	26,767	39,035	38,237	108,521	24,699
Land-to-Building Ratio	2.21	3.41	2.83	8.72	2.03
Year Built	1957	1974	1965	1976	1973
Property Condition	Average	Average	Average	Average	Average
Sale Price		$1,800,000	$1,700,000	$2,050,000	$2,000,000
Price/SF		$157.10	$125.65	$164.63	$164.47
Transaction Adjustments					
Rights Conveyed		Leased Fee	Fee Simple	Fee Simple	Leased Fee
		0%	0%	0%	0%
Financing		Cash Equivalent	Cash Equivalent	Cash Equivalent	Cash Equivalent
		0%	0%	0%	0%
Conditions of Sale		Listing	Normal	Normal	Normal
		-10%	0%	0%	0%
Market Conditions	0%	Current	Current	Current	Current
	11/23/2024	0%	0%	0%	0%
Net Adjustments		-10%	0%	0%	0%
Adjusted Price/SF		**$141.39**	**$125.65**	**$164.63**	**$164.47**
Physical Adjustments					
Location	Average	Similar	Similar	Inferior	Similar
		0%	0%	5%	0%
Size (SF)	12,089	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Age/Condition	Average	Inferior	Inferior	Similar	Superior
		5%	10%	0%	-5%
Quality/Appeal	Average	Inferior	Inferior	Similar	Similar
		5%	5%	0%	0%
Land-to-Building Ratio	2.21	Similar	Similar	Superior	Similar
		0%	0%	-10%	0%
Net Adjustments		10%	15%	-5%	-5%
Adjusted Price/SF		**$155.52**	**$144.49**	**$156.40**	**$156.25**

IMPROVED SALE COMPARABLES MAP



ADJUSTMENT PROCESS

The comparables that we have utilized represent the pertinent transactions with which to develop an opinion of value for the subject property through the adjustment and reconciliation process. The most widely accepted unit of comparison in this case is the price per SF.

RIGHTS CONVEYED

Comparables 1 and 4 transferred leased fee estates. The leases were assumed to be at market and no adjustments were warranted. Comparables 2 and 3 involved the transfer of fee simple estates and no adjustments were warranted.

FINANCING

All of the comparables utilized in this analysis reflect cash or cash equivalent financing. As such, no adjustments were warranted.

CONDITIONS OF SALE

Adjustments for conditions of sale typically reflect various motivations of the buyer and/or seller. Comparable 1 is a listing and a downward adjustment was warranted. Comparables 2, 3 and 4 are considered to be "arm’s length" transactions between knowledgeable buyers and sellers on the open market. As such, no adjustments are warranted.

MARKET CONDITIONS

While there has been a significant impact to the economy on a national level with the pandemic and rising interest rates. The population growth in Florida has had a positive impact on the state's economy. Although the state of Florida has seen tremendous growth, in recent months inflationary pressures have forced the FED to increase interest rates. However, the Federal Reserve has recently cut interest rates and has indicated more cuts to come at the end of 2024 and into 2025. Based on the aforementioned, no market conditions adjustment could be derived.

LOCATION

The subject property is located at the southeast quadrant of West Main Street and North Carpenter Avenue. Comparables 1, 2 and 4 have similar location characteristics and no adjustments were warranted. Comparable 3 is located in Mulberry which is generally considered to have inferior location characteristics. As such, an upward adjustment was warranted.

BUILDING SIZE

Normally, all other characteristics being equal, the unit value of a property is affected by its size due to economies of scale. All of the comparables are considered to be similar in size and no adjustments were warranted.

AGE/CONDITION

This adjustment considers the age and condition of the subject and the comparables. Upon completion, the subject will have average age/condition characteristics. Comparables 1 and 2 appear to have inferior age/condition characteristics and upward adjustments were warranted. Comparable 3 is considered to have similar age/condition characteristics and no adjustment was warranted. Comparable 4 appears to have superior age/condition characteristics and a downward adjustment was warranted.

QUALITY/APPEAL

This adjustment considers the overall quality/appeal of the subject and the comparables based on building materials, tenancy (credit vs. non-credit) parking and market appeal. Comparables 1 and 2 were constructed with inferior building materials and are considered to have inferior quality mode/appeal characteristics. Therefore, upward adjustments were warranted. Comparables 3 and 4 are considered to have similar quality/appeal characteristics and no adjustments were warranted.

LAND-TO-BUILDING RATIO

The land-to-building ratio is the ratio of the size of the building to the land on which it sits. Comparables 1, 2 and 4 are considered to have similar land to building ratios. Comparable 3 has a superior land-to-building ratio and a downward adjustment was warranted.

SALES COMPARISON APPROACH CONCLUSION

Upon completion, the adjusted price range of the comparables range from $136.49 to $156.40 per SF. Comparables 1, 3 and 4 display a relatively tight range and it is our opinion that the market supports a value at $155.00 per SF for the subject property. To estimate the as is value of the property, we must deduct the cost to complete the construction of the building. In addition, rent loss, leasing commissions and profit are also deducted. Additional details are found later in the report. The indicated value via the Sales Comparison Approach is calculated as follows:

SALES COMPARISON APPROACH CONCLUSION		
Where: Value = Value per SF x Total SF		
Indicated Value per SF		$155.00
Total SF	X	12,089
Value Indication		$1,873,795
Rounded - Upon Completion		**$1,875,000**
Less: Cost to Lease Space		($443,617)
Total		$1,431,383
Rounded - As Is		**$1,430,000**

INCOME CAPITALIZATION APPROACH

METHODOLOGY

In the Income Capitalization Approach, the appraiser develops a value opinion for the subject by converting a projected net operating income into a single present value by using either the direct capitalization or yield capitalization technique.

In direct capitalization, the estimated net operating income is divided by a market-driven overall capitalization rate to provide an indication of value. In yield capitalization, a series of income streams are discounted over a holding period to estimate a present value. The yield capitalization approach is referred to as a discounted cash flow analysis.

The Income Capitalization Approach to value requires the following sequential steps:

Estimate Gross Income	Estimate the gross income for the subject based on existing leases, other income line items and/or market data.
Estimate Effective Gross Income	Estimate a proper vacancy and collection loss for the subject based on historical and current performance and market data. This estimate is deducted from the estimated gross income to arrive at an effective gross income.
Estimate Net Operating Income	Calculate the net operating income by deducting the estimated expenses, including reserves estimated effective gross income to arrive at net operating income.
Capitalize Income to Estimate Value	Convert the net operating income into an estimate of value by using a market derived capitalization rate (direct capitalization) and/or a market derived discount rate (yield capitalization via discounted cash flow analysis).

MARKET RENT ANALYSIS

The subject is an office building that upon completion of the renovations is considered to have average quality and average location characteristics. Market rent conclusions are based upon a NNN lease structure with the tenant reimbursing the landlord for taxes, insurance, and CAM.

RENT COMPARABLES

The first step in the Income Capitalization Approach is to estimate market rent for the subject property. Economic rent or the preferred term, market rent, is defined as the rental income that a property would most probably command in the current open market. We have considered the following comparable rental data. The comparable rentals employed in analysis of the subject are summarized and mapped below. A detailed description of each property is included in the Addenda.

SUMMARY OF RENT COMPARABLES					
Comp No.	Property Location	Year Built	Expense Structure	Unit Size (SF)	Lease Rate ($/SF/Yr)
1	1190 East Church Street, Bartow	1989	NNN	4,400	$16.75
2	2020 Flamingo Drive, Bartow	1980	NNN	6,381	$12.00
3	600 North Broadway Avenue, Bartow	1976	NNN	3,247	$16.00
4	395 South Central Avenue, Bartow	1915	NNN	18,160	$15.00
	Subject	**1957**	**NNN**	**12,089**	

In the preceding table, all of the comparables are located in the local market with the range of quoted rates having a triple net expense structure.

Comparable 1 is a 4,400 SF office building that was constructed in 1989. It is considered to have similar age/condition characteristics and similar quality/appeal characteristics. The quoted rate is $16.75 per SF with triple net terms.

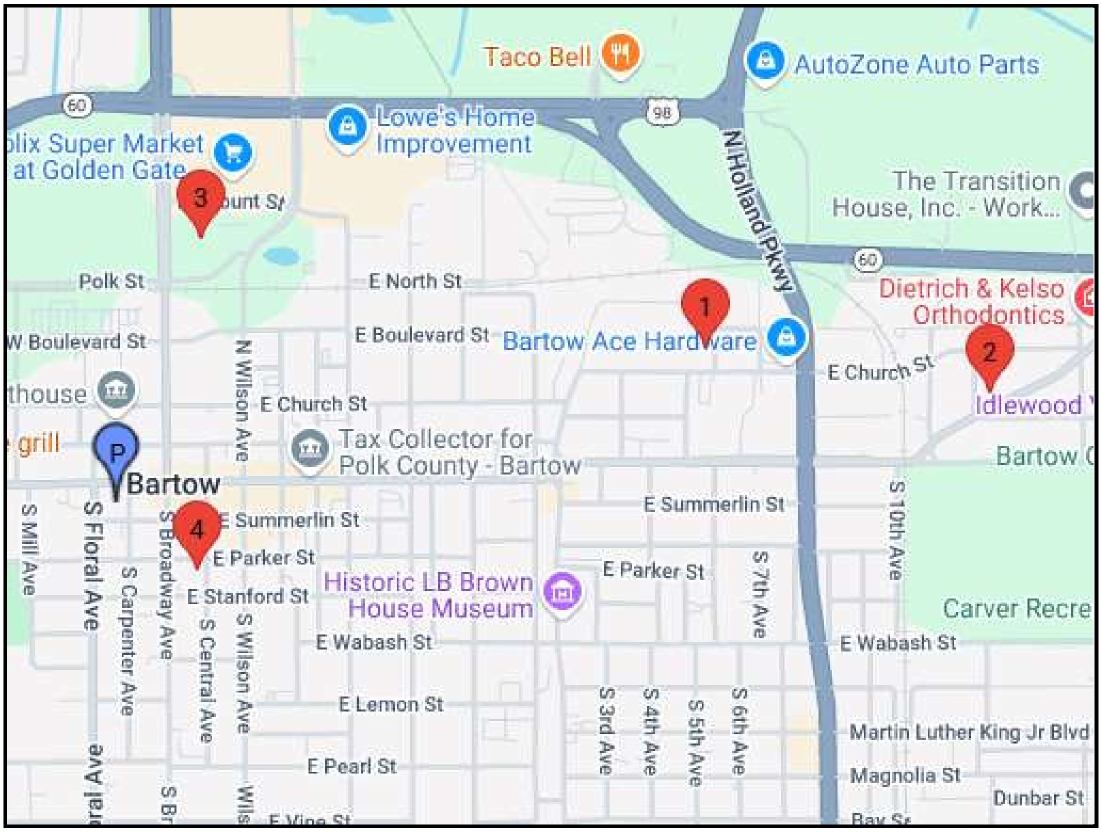
Comparable 2 is a 6,381 SF office building that was constructed in 1980. It is considered to have inferior age/condition characteristics and inferior quality/appeal characteristics. The quoted rate is $12.00 per SF with triple net terms.

Comparable 3 is a 3,247 SF office unit within a multitenant building that was constructed in 1976. It is considered to have similar age/condition characteristics and similar quality/appeal characteristics. The quoted rate is $16.00 per SF with triple net terms.

Comparable 4 is a 18,160 SF office building that was constructed in 1915 and renovated over the years. It is considered to have inferior age/condition characteristics and superior quality/appeal characteristics. The quoted rate is $15.00 per SF with triple net terms.

The subject’s rent comparables range from $12.00 to $16.75 per SF. Based on the aforementioned, and given the size of the building, it is our opinion that a rate at the bottom of the range at $13.00 per SF is appropriate.

RENT COMPARABLES MAP



POTENTIAL BASE RENTAL INCOME

POTENTIAL BASE RENTAL INCOME			
Tenant	**Size (SF)**	**Market Rent/SF**	**PGRI**
Spec	12,089	$13.00	$157,157
Total	**12,089**	**$13.00**	**$157,157**

The potential base rental income is estimated at $157,157.

EXPENSE REIMBURSEMENTS

In addition to the subject's base rent, additional rental is charged in the form of CAM charges, or expense reimbursements. This lease type is common within the subject market and requires the tenant to typically reimburse the landlord for real estate taxes, insurance, and common area maintenance, which equates to $56,800.

POTENTIAL GROSS INCOME

The potential gross income is estimated at $213,957.

VACANCY AND COLLECTION LOSS

Third party research has indicated that vacancy in the Polk County Office Market recently reported ranges from 4.02% to 4.34%. Based on research and market participant interviews, we have estimated vacancy and collection loss to be 5.00%.

EFFECTIVE GROSS INCOME

Effective gross income is estimated at $203,259.

OPERATING EXPENSES

We did not receive operating statements. Therefore, we have relied on market participant interviews and our experience in the market to estimate the operating expenses of the subject.

Real Estate Taxes: We have analyzed the subject's real estate taxes in the Real Estate Tax Analysis section of this report and used the subject's estimated assessment and taxes in our analysis.

Insurance: The subject is to be insured against casualty loss with additional coverage for property liability. This expense was estimated at $9,067 or $0.75 per SF.

CAM: This expense addresses the repairs and maintenance items associated with the operation of the subject property. This expense was estimated at $18,134 or $1.50 per SF.

Management: Management fees are typically based upon a percentage of the effective gross income, otherwise known as collections. Management includes a contract with a management firm for operating the property. Based upon the minimal expense associated with structures such as the subject, management was estimated at 3.00% of EGI. Management is not reimbursed back to the landlord from the tenant. Management is the landlord's responsibility.

Replacement Reserves: This account accrues funds for the eventual repair and replacement of building components that are not included in the repairs and maintenance charge. Such charges typically include capital expenditures for parking lots, roof replacement, and other miscellaneous expenditures necessary to maintain the integrity of the structural shell. An expense of $0.35 per SF or $4,231 was concluded.

PRO FORMA

PRO FORMA		
Income		
Potential Base Rental Income		$157,157
Plus: Expense Reimbursements		$56,800
Potential Gross Income		$213,957
Less: Vacancy and Collection Loss	5.00%	($10,698)
Effective Gross Income		$203,259
Expenses		
Real Estate Taxes	$2.45 /SF	$29,600
Insurance	$0.75 /SF	$9,067
CAM	$1.50 /SF	$18,134
Management	3.00%	$6,098
Reserves	$0.35 /SF	$4,231
Total Expenses	$5.55 /SF	**$67,129**
Net Operating Income		**$136,130**

DIRECT CAPITALIZATION

Direct capitalization is a method used to convert a projected single year's income expectancy into an indication of value. Dividing a property's net operating income by an appropriate market-derived capitalization rate provides a value indication. This capitalization rate is known as the overall rate.

There are several methods that can be used in deriving an overall rate that can be used to capitalize the net operating income that was projected in the previous pro forma.

MARKET EXTRACTION

When adequate data is available, the overall rate is best derived from the comparable sales employed in the Sales Comparison Approach and other sales that have occurred in the subject's market area. The following table summarizes capitalization rates extracted from primary and secondary sales transactions.

MARKET EXTRACTED OVERALL CAPITALIZATION RATES			
Comp	Location	Sale Date	OAR
1	5137 South Lakeland Drive, Lakeland	Oct-24	8.15%
2	113 Pontotoc Street, Auburndale	Oct-24	6.92%
3	355 West Davidson Street, Bartow	May-24	8.00%
4	1705 Lakeland Hills Boulevard, Lakeland	May-23	7.01%
5	545 North Broadway Avenue, Bartow	Feb-23	8.07%

MARKET PARTICIPANT INTERVIEWS

As referenced earlier in this document, market participants are interviewed regularly to glean the most up to date information possible including investor expectations including overall capitalization rate metrics. After discussing the subject property with several interviewees including brokers, mortgage brokers and commercial bankers, a general range of 7.00% to 8.00% was indicated for an office property with the subject property's profile.

BAND OF INVESTMENT

The band of investment technique is utilized as a check for reasonableness with respect to the extracted market indications. The band of investment represents the build-up of a capitalization rate by using a weighted average return to the equity and the debt.

The Band of Investment method can work reasonably well during a market that is at or near equilibrium. During these conditions, there is modest to moderate appreciation and a reasonable level of sale data to support the equity portion of the equation. The limitations of the Band of Investment method are as follows:

- The Band of Investment equation assumes that the percentage mix of debt and equity are permanently fixed in perpetuity. In the real world, as debt principal is paid down, the percentage of equity increases, also increasing the impact of the equity return.
- The Band of Investment equation does not address the benefit to the investor from appreciation of the property nor does it address potential adverse impacts of depreciation during recession.
- This method relies on an estimate of equity returns derived from sales. Sales show what returns were generated rather than forecast returns for equity.

The Band of Investment method is inaccurate during a very strong or very weak market. As a result of this weakness, the Band of Investment method seems to produce estimates that are 1% to 2% higher than the rates being used by market participants during markets of rapid growth and appreciation. This is because when very strong appreciation is available, less return is required from Net Operating Income, so cap rates are “compressed.” Most experienced appraisers have gone through at least one cycle where cap rates are significantly lower than what Band of Investment calculations produce.

During very weak markets, the majority of sales are distress sales, which may produce inaccurate or distorted estimates of the required equity return to use in a Band of Investment analysis.

The Band of Investment calculation is as follows:

BAND OF INVESTMENT					
Loan Parameters					
Loan-to-Value (LTV)	M				75%
Amortization Period (yrs)					25
Interest Rate					6.50%
Mortgage Constant	Rm				0.08102
Equity Yield Rate	Re				7.00%
Where Ro = M x Rm + (1-M) x Re					
Debt Component	75%	X	0.08102	=	0.06077
Equity Component	25%	X	0.07000	=	0.01750
Total					0.0783
Indicated Capitalization Rate					**7.80%**

CAPITALIZATION RATE SUMMARY AND CONCLUSION

OVERALL CAPITALIZATION RATE CONCLUSION			
Method	**OAR Range**		
Market Extraction	6.92%	-	8.15%
Market Participant Interviews	7.00%	-	8.00%
Band of Investment		7.80%	
Conclusion		**7.50%**	

INCOME CAPITALIZATION APPROACH CONCLUSION

Typically, most weight is placed on the rates derived from sources most closely associated with the subject's immediate market, that is, comparable sales, particularly if the comparable sales have a similar risk profile to the subject property. Cap rate conclusions were derived using multiple methods, including primary and secondary sales, market participant interviews, industry standard metrics and the band of investment.

Considerations that lower the risk profile include:

- Less turnover risk for single tenant/owner occupancy
- Walkable area in Bartow
- Relatively low vacancy in market

Considerations that increase the risk profile of the subject include:

- High interest rates driven by inflation present a concern for real estate investors
- The size of the building could limit the user profile
- Age of the building could require additional maintenance

Based on the foregoing a 7.50% capitalization rate is deemed appropriate for the subject property.

INCOME CAPITALIZATION APPROACH CONCLUSION

In order to achieve the $13.00 per SF market rent, the building must be adequately prepared with tenant improvement costs. The building totals 12,089 SF of hurricane damaged space and we have estimated $250,000 in tenant improvements. In addition, rent loss for 6 months, leasing commissions for a three-year term and profit must also be deducted. These costs are summarized below:

COST TO LEASE SPACE			
Cost	**$ PSF**	**SF**	**Total**
Cost to Complete	$20.68	12,089	$250,000
Rent Loss			$125,000
Leasing Commissions	6.0%		$28,288
Profit (% of Costs)	10.0%		$40,329
Total			**$443,617**

Our as is fee simple market value via the Direct Capitalization Method is as follows:

INCOME CAPITALIZATION APPROACH CONCLUSION		
Where: Value = NOI / Ro		
NOI		$136,130
Overall Capitalization Rate	/	7.50%
Value Indication		$1,815,069
Rounded - Upon Completion		**$1,815,000**
Less: Cost to Lease Space		($443,617)
Total		$1,371,383
Rounded		**$1,370,000**

RECONCILIATION AND CONCLUDED VALUE OPINION

Reconciliation and correlation of value is performed when more than one approach is used to value real property and weighs the relative significance, applicability, and defensibility of each value indication and relies most heavily on the one that is most appropriate to the type and definition of value sought. The conclusion drawn in the reconciliation is based on the appropriateness, accuracy, and quantity of evidence in the entire appraisal.

In the Sales Comparison Approach, the comparables used required adjustments were based on reasonable and well supported rationale. In addition, market participants typically analyze purchase prices on properties as they relate to available substitutes in the market. The Sales Comparison Approach is considered to provide a reliable value indication and the Sales Comparison Approach was given average consideration in the concluded value opinion.

In the Income Capitalization Approach, the Direct Capitalization technique was used to develop a value opinion for the subject property. The income and expenses were well supported. An overall capitalization rate was derived using multiple methods. The Income Capitalization Approach is also considered to provide a reliable value indication and given average consideration in the concluded value opinion.

The value indications and concluded value opinion are summarized in the following table:

VALUE INDICATIONS AND CONCLUSION		
As Is Market Value	**Fee Simple**	**November 23, 2024**
Sales Comparison Approach		$1,430,000
Income Capitalization Approach		$1,370,000
Concluded Value Opinion		**$1,400,000**

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved with this assignment.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the state of Florida.
9. The reported analyses, opinions, and Value Indications were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, and the minimum appraisal standards cited in Section 323.4 of Title XI of FIRREA and subsequent updates and the December 2010 Interagency Appraisal and Valuation Guidelines.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Michael Barclay provided significant professional assistance to the person(s) signing this certification including but not limited to market area and specific property research, gathering and confirmation of comparables.
12. Eric Hoening, MAI, the supervisory appraiser of a registered trainee appraiser who contributed to the development or communication of this appraisal, hereby accepts full and complete responsibility for any work performed by the registered trainee appraiser trainee named in this report as if it were my own work.
13. As of the date of this report, Eric Hoening, MAI, has completed the continuing education program for Designated Members of the Appraisal Institute.
14. Michael Barclay, of this firm, made a personal inspection of the property that is the subject of this report. Eric Hoening, MAI did not inspect the subject property.
15. Eric Hoening, MAI, and Michael Barclay have not provided services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
16. The use of this report is subject to the requirements of the Florida Real Estate Appraisal Board relating to review by its duly authorized representatives. As of the date of this report, Eric Hoening, MAI is a State Certified Appraiser and has completed the continuing education requirements for the State of Florida.

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STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

1) Notwithstanding that Appraiser may comment on, analyze or assume certain conditions in the appraisal, BBG, Inc. shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations or other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise. Accordingly:
    a) The Appraiser has not conducted any engineering or architectural surveys in connection with this appraisal assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the Appraiser or the Appraiser's staff or was obtained or taken from referenced sources and is considered reliable. The Appraiser and BBG, Inc. shall not be monetarily liable or responsible for or assume the costs of preparation or arrangement of geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
    b) Unless otherwise stated in the report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment. Further, unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Further, unless otherwise stated, it is assumed that there are no rights associated with extraction or exploration of such elements considered. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
    c) Any legal description or plats reported in the appraisal are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings, or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. BBG, Inc. has made no survey of the property and assumes no monetary liability or responsibility in connection with such matters.
    d) Title is assumed to be good and marketable, and in fee simple, unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated. Further, BBG, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way.
    e) The appraisal report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the appraisal report; additionally, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the appraisal report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value opinion. Moreover, unless otherwise stated herein, it is assumed that there are no encroachments or violations of any zoning or other regulations affecting the subject property, that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there are no trespasses or encroachments.
    f) The American Disabilities Act (ADA) became effective January 26, 1992. The Appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in

compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

g) No monetary liability or responsibility is assumed for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report.

h) It is assumed the subject property is not adversely affected by the potential of floods, unless otherwise stated herein. Further, it is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any proposed buildings.

i) Unless otherwise stated within the appraisal report, the depiction of the physical condition of the improvements described therein is based on visual inspection. No monetary liability or responsibility is assumed for (a) the soundness of structural members since no engineering tests were conducted; (b) the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made; and (c) hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during the Appraiser's inspection.

j) If building improvements are present on the site, it is assumed that no significant evidence of termite damage or infestation was observed during physical inspection, unless so stated in the appraisal report. Further, unless so stated in the appraisal report, no termite inspection report was available. No monetary liability or responsibility is assumed for hidden damages or infestation.

k) Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No monetary liability or responsibility is assumed for such conditions or for engineering which may be required to discover them.

l) BBG, Inc., excepting employees of BBG Assessment, Inc., and the appraiser(s) are not experts in determining the presence or absence of hazardous substances toxic materials, wastes, pollutants, or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. BBG, Inc. and the appraiser(s) assume no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. The Client is free to retain an expert on such matters in this field; however, Client retains such expert at Client's own discretion, and any costs and/or expenses associated with such retention are the responsibility of Client.

m) BBG, Inc. is not an expert in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The Appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions contained within the appraisal repot based upon any subsequent endangered species impact studies, research, and investigation that may be provided. However, it is assumed that no environmental impact studies were either requested or made in conjunction with this analysis, unless otherwise stated within the appraisal report.

2) If the Client instructions to the Appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.

3) If provided, the estimated insurable value is included at the request of the Client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable value purposes. The Appraiser is not familiar with the definition of insurable value from the insurance provider, the local governmental underwriting regulations, or the types

of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The Appraiser is not a cost expert in cost estimating for insurance purposes.

4) The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. This appraisal is based on market conditions existing as of the date of this appraisal.
5) The value opinions reported herein apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value opinions, unless such proration or division of interests is set forth in the report. Any division of the land and improvement values stated herein is applicable only under the program of utilization shown. These separate valuations are invalidated by any other application.
6) Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are BBG, Inc.'s best estimate of current market thinking of what future trends will be. No warranty or representation is made that such projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
7) The Appraiser assumes no monetary liability or responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
8) Any proposed or incomplete improvements included in the appraisal report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
9) If the appraisal report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the Appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
10) Although the Appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the Appraiser either by the Client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the Appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or opinions of value.
11) The right is reserved by the Appraiser to make adjustments to the analyses, opinions, and conclusions set forth in the appraisal report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the Appraiser. The Appraiser shall have no monetary liability or responsibility for any unauthorized change(s) to the report.
12) The submission of the appraisal report constitutes completion of the services authorized and agreed upon. Such appraisal report is submitted on the condition the Client will provide reasonable notice and customary compensation, including expert witness fees, relating to any subsequent required attendance at conferences, depositions, or judicial or administrative proceedings. In the event the Appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the Client immediately. The Client has the sole responsibility for obtaining a protective order, providing legal instruction not to appear with the appraisal report and related work files, and will answer all questions pertaining to the assignment, the preparation of the report, and the reasoning used to formulate the opinion of value. Unless paid in whole or in part by the party issuing the subpoena or by

another party of interest in the matter, the Client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work.

13) Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report , in whole or in part, in any offering or other material intended for review by other parties) except to (a) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (b) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (c) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, the receipt of an Appraisal Report by such party shall not confer any right upon such party to use or rely upon such report, and Appraiser shall have no liability for such unauthorized use or reliance upon such report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.

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  + TSA, RSA, & other Streamlined Services
+ Property Condition Reports
  + Debt/Equity
+ Construction Risk Management
+ Survey Services
+ Zoning Services
+ Seismic Services
+ HUD
+ Energy Efficiency Services
+ Indoor Air Quality
  + IAQ/Radon
  + ACM/LBP

ADDENDA

GLOSSARY

Appraisal: (noun) the act or process of developing an opinion of value; an opinion of value. (adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services.[7]

Appraisal Practice: valuation services performed by an individual acting as an appraiser, including but not limited to appraisal and appraisal review.[7]

Appraisal Review: (noun) the act or process of developing an opinion about the quality of another appraiser's work (i.e., a report, part of a report, a workfile, or some combination of these), that was performed as part of an appraisal or appraisal review assignment, (adjective) of or pertaining to an opinion about the quality of another appraiser's work that was performed as part of an appraisal or appraisal review assignment.[7]

Appraiser: one who is expected to perform valuation services competently and in a manner that is independent, impartial and objective.[7]

Appraiser's Peers: other appraisers who have expertise and competency in a similar type of assignment.[7]

Assessed Value: The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value. [1]

Asset:

1. Any item, the rights to which may have economic value, including financial assets (cash or bonds), business interests, intangible assets (copyrights and trademarks), and physical assets (real estate and personal property).
2. In general business usage, something owned by a business and reflected in the owner's business sheet.

Asset: A resource controlled by the entity as a result of past events and from which future economic benefits are expected to flow to the entity. [2]

Assignment: a valuation service that is provided by an appraiser as a consequence of an agreement with a client.[7]

Assignment Conditions: Assumptions, extraordinary assumptions, hypothetical conditions, laws and regulation, jurisdictional exceptions, and other conditions that affect the scope of work.[7]

Assignment Elements: Specific information needed to identify the appraisal or appraisal review problem: client and any other intended users, intended use of the appraiser's opinions and conclusions, type and definition of value; effective date of the appraiser's opinions and conclusions; subject of the assignment and its relevant characteristics; and assignment conditions.[7]

Assignment Results: An appraiser's opinions or conclusions, not limited to value, that were developed when performing an appraisal assignment, an appraisal review assignment, or a valuation service other than an appraisal or appraisal review.[7]

Bias: a preference or inclination that precludes an appraiser's impartiality, independence, or objectivity in an assignment.[7]

Business Enterprise: an entity pursuing an economic activity.[7]

Business Equity: the interests, benefits, and rights inherent in the ownership of a business enterprise or a part thereof in any form (including, but not necessarily limited to, capital stock, partnership interests, cooperatives, sole proprietorships, options, and warrants).[7]

Capital Expenditure: Investments of cash (or the creation of liability) to acquire or improve an asset, e.g., land, buildings, building additions, site improvements, machinery, equipment; as distinguished from cash outflows for expense items that are normally considered part of the current period's operations. Also referred to as Cap Ex.[1]

Cash Equivalency Analysis: An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash or its equivalent.[1]

Client: the party or parties (i.e., individual, group or entity) who engage an appraiser by employment or contract in a specific assignment, whether directly or through an agent.[7]

Condominium Ownership: A form of fee ownership of separate units or portions of multiunit buildings that provides for formal filing and recording of a divided interest in real estate.[1]

Confidential Information:

1: information that is either:

- Identified by the client as confidential when providing it to a valuer and that is not available from any other source, or
- Classified as confidential or private by applicable law or regulation.

2: Information that is either

- Identified by the client as confidential when providing it to an appraiser and that is not available from any other source; or
- Classified as confidential or private by applicable law or regulation *
- NOTICE: For example, pursuant to the passage of the Gramm-Leach-Bliley Act in November 1999, some public agencies have adopted privacy regulations that affect appraisers. The Federal Trade Commission (FTC) issued two rules. The first rule (16 CFR 313) focuses on the protection of "non-public personal information" provided by consumers to those involved in financial activities "found to be closely related to banking or usual in connection with the transaction of banking." These activities include "appraising real or personal property." The second rule (16 CFR 314) requires appraisers to safeguard customer non-public personal information. Significant liability exists for appraisers should they fail to comply with these FTC rules. [7]

Cost: the actual or estimated amount required to create, reproduce, replace or obtain a property.[7]

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive, deducting depreciation from the total cost, and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised. [1]

Credible: worthy of belief.[7]

Deferred Maintenance: Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of the property, such as a broken window, a dead tree, a leak in the roof, or a faulty roof that must be completely replaced. These items are almost always curable.[1]

Disposition Value: The most probable price that a specified interest in real property should bring under the following conditions: 1) Consummation of a sale within a specific time, which is short than the typical exposure time for such a property in that market. 2) The property is subjected to market conditions prevailing as of the date of valuation. 3) Both the buyer and seller are acting prudently and knowledgeably. 4) The seller is under compulsion to sell. 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) An adequate marketing effort will be made during the exposure time. 8) Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto. 9) The price represents the normal consideration of the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms. [1]

Economic Life: The period over which improvements to real estate contribute to property value. [1]

Effective Date: the date to which the appraiser's analysis, opinions and conclusions apply, also referred to as date of value.[7]

Effective Gross Income Multiplier (EGIM): The ratio between the sale price (or value) of a property and its effective gross income.[1]

Effective Rent: Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions, the rent that is effectively paid by a tenant net of financial concessions provided by a landlord. [1]

Exposure Time: an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at the market value on the effect date of the appraisal.[7]

Extraordinary Assumption: an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.[7]

Fair Market Value:

1. In nontechnical usage, a term that is equivalent to the contemporary usage of market value.
2. As used in condemnation, litigation, income tax, and property tax situations, a term that is similar in concept to market value but may be defined explicitly by the relevant agency. For example, one definition of *fair market value* provided by the Internal Revenue Service for certain purposes is as follows: The price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts. The fair market value of a particular item of property includible in the decedent's gross estate is not to be determined by a forced sale price. Nor is the fair market value of an item of property to be determined by the sale price of the item in a market other than that in which such item is most commonly sold to the public, taking into account the location of the item wherever appropriate. (IRS Regulation §20.2031-1) [1]

Fair Share:

1. A share of a fund or deposit that is divided or distributed proportionately.
2. A share of a burden or obligation that is divided proportionately; e.g., a tenant in a multitenant building or development may be required to pay a pro rata share of the building's operating expenses based on the number of square feet the tenant occupies. In a shopping center, the tenant's share of operating costs is often stated as a fraction, with the gross leasable area of the tenant's premises as the numerator and the gross leasable area or gross leased area of the entire shopping center as the denominator.
3. The share of a trade area that a retail facility is likely to capture; assumes that capture is a function of property size as a proportion of the overall inventory of competitive space in the trade area, i.e., that the facility captures a "fair share" of the trade area.[1]

Fair Value:

1. The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. (FASB)
2. The estimated price for the transfer of an asset or liability between identified knowledgeable and willing parties that reflects the respective interests of those parties. (This does not apply to valuations for financial reporting.) (IVS).[1]
3. The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.[2]

Feasibility Analysis: a study of the cost benefit relationship of an economic endeavor.[1]

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. [1]

Floor Area Ratio (FAR): The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area. [1]

Going Concern:

1. An established and operating business having an indefinite future life.
2. An organization with an indefinite life that is sufficiently long that, over time, all currently incomplete transformations [transforming resources from one form to a different, more valuable form] will be completed. [1]

Gross Building Area (GBA):

1. Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.
2. Gross leasable area plus all common areas.
3. For residential space, the total area of all floor levels measured from the exterior of the walls and including the super structure and substructure basement; typically does not include garage space. [1]

Highest and Best Use:

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS).
3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions) [1]

Hypothetical Condition: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.[7]

Income Capitalization Approach: Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income. [1]

Inspection: Personal observation of the exterior or interior of the real estate that is the subject of an assignment performed to identify the property characteristics that are relevant to the assignment, such as amenities, general physical condition, and functional utility. Note that this is not the inspection process performed by a licensed or certified building inspector. [1]

Insurable Value: A type of value for insurance purposes. [1]

Intangible Property (intangible Assets): Nonphysical assets, including but not limited to franchises, trademarks, patents, copyrights, goodwill, equities, securities, and contracts as distinguished from physical assets such as facilities and equipment.[7]

Intended Use: the user(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.[7]

Intended User: the client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.[7]

Internal Rate of Return ("IRR"): The annualized yield rate or rate of return on capital that is generated or capable of being generalized within an investment of portfolio over a period of ownership. Alternatively, the indicated return of capital associated with a projected or pro forma income stream. The discount rate that equates the present value of the net cash flows of a project with the present value of the capital investment. It is the rate at which the Net Present Value (NPV) equals zero. The IRR reflects both the return on invested capital and the return of the original investment, which are basic considerations of potential investors. Therefore, deriving the IRR from analysis of market transactions of similar properties having comparable income patterns is a proper method for developing market discount rates for use in valuations to arrive at Market Value. Used in discounted cash flow analysis to find the implied or expected rate of return of the project, the IRR is the rate of return which gives a zero net present value (NPV). See also equity yield rate (YE); financial management rate of return (FMRR); modified internal rate of return (MIRR); yield rate (Y). [1]

Investment Value: 1) The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. 2) The value of an asset to the owner or a prospective owner for individual investment or operational objectives. (IVS) [1]

Jurisdictional Exception: an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.[7]

Leasehold Interest: The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. [1]

Leased Fee Interest: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.[1]

Liquidation Value: The most probable price that a specified interest in real property should bring under the following conditions: 1) Consummation of a sale within a short time period; 2) The property is subjected to market conditions prevailing as of the date of valuation; 3) Both the buyer and seller are acting prudently and knowledgeably; 4) The seller is under extreme compulsion to sell; 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) A normal marketing effort is not possible due to the brief exposure time 8) Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto. 9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.[1]

Load Factor: A measure of the relationship of common area to useable area and therefore the quality and efficiency of building area layout, with higher load factors indicating a higher percentage of common area to overall rentable space than lower load factors; calculated by subtracting the amount of usable area from the rentable area and then dividing the difference by the usable area: [1]

Load Factor =

(Rentable Area – Useable Area) Usable Area

Market Value: a type of value stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the value definition that is identified by the appraiser as applicable in an appraisal.[7]

Market Value "As If Complete" On The Appraisal Date: Market value as if complete on the effective date of the appraisal is an estimate of the market value of a property with all construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of the appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value should reflect the market value of the property as if complete and prepared for occupancy by tenants.

Market Value "As Is" On The Appraisal Date: Value As Is -The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning. See also effective date; prospective value opinion.

Market Value of the Total Assets of the Business: The market value of the total assets of the business is the market value of all of the tangible and intangible assets of a business as if sold in aggregate as a going concern. This assumes that the business is expected to continue operations well into the future. [4]

Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property Market Value Opinions" address the determination of reasonable exposure and marketing time.). [3]

Mass Appraisal: the process of valuing a universe of properties as of a given date using standard methodology, employing common data and allowing for statistical testing.[7]

Mass Appraisal Model: a mathematical expression of how supply and demand factors interact in a market.[7]

Misleading: intentionally or unintentionally misrepresenting, misstating or concealing relevant facts or conclusions.[7]

Net Lease: A lease in which the landlord passes on all expenses to the tenant. See also lease. [1]

Net Rentable Area (NRA): 1) The area on which rent is computed. 2) The Rentable Area of a floor shall be computed by measuring to the inside finished surface of the dominant portion of the permanent outer building walls, excluding any major vertical penetrations of the floor. No deductions shall be made for columns and projections necessary to the building. Include space such as mechanical room, janitorial room, restrooms, and lobby of the floor.[5]

Penetration Ratio (Rate): The rate at which stores obtain sales from within a trade area or sector relative to the number of potential sales generated; usually applied to existing facilities. Also called: penetration factor.[1]

Personal Inspection: a physical observation performed to assist in identifying relevant property characteristics in a valuation service.[7]

Personal Property: any tangible or intangible article that is subject to ownership and not classified as real property, including identifiable tangible objects that are considered by the general public as being "personal", such as furnishings, artwork, antiques, gems and jewelry, collectibles, machinery and equipment, and intangible property that is created and stored electronically such as plans for installation art, choreography, emails or designs for digital tokens.[7]

Physical Characteristics: attributes of a property that are observable or measurable as a matter of fact, as distinguished from opinions and conclusions, which are the result of some level of analysis or judgement.[7]

Price: the amount asked, offered or paid for a property.[7]

Prospective opinion of value. A value opinion effective as of a specified future date. The term does not define a type of value. Instead it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy. [1]

Real Estate: an identified parcel or tract of land, including improvements, if any.[7]

Real Property: the interests, benefits and rights inherent in the ownership of real estate.[7]

Reconciliation: A phase of a valuation assignment in which two or more value indications are processed into a value opinion, which may be a range of value, a single point estimate, or a reference to a benchmark value. [1]

Relevant Characteristics: features that may affect a property's value or marketability such as legal, economic or physical characteristics.[7]

Reliable Measurement: [The IAS/IFRS framework requires that] neither an asset nor a liability is recognized in the financial statements unless it has a cost or value that can be measured reliably.[2]

Remaining Economic Life: The estimated period over which existing improvements are expected to contribute eco-nomically to a property; an estimate of the number of years remaining in the economic life of a structure or structural components as of the effective date of the appraisal; used in the economic age-life method of estimating depreciation. [1]

Replacement Cost: The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout. [1]

Report: any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client or a party authorized by the client upon completion of an assignment.[7]

Retrospective Value Opinion: A value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." [1]

Sales Comparison Approach: The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available. [1]

Scope of Work: the type and extent of research and analyses in an appraisal or appraisal review assignment.[7]

Signature: personalized evidence indicating authentication of the work performed by the appraiser and the acceptance of the responsibility for content, analyses and the conclusions in the report.[7]

Stabilized value: A value opinion that excludes from consideration any abnormal relationship between supply and demand such as is experienced in boom periods when cost and sale price may exceed the long-term value, or during periods of depression, when cost and sale price may fall short of long-term value. It is also a value opinion that excludes from consideration any transitory condition that may cause excessive construction costs, e.g., a premium paid due to a temporary shortage of supply.

Substitution: The principle of substitution states that when several similar or commensurate commodities, goods, services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based. [3]

Total Assets of a Business: Total assets of a business is defined by the Appraisal Institute as "the tangible property (real property and personal property, including inventory and furniture, fixtures and equipment) and intangible property (cash, workforce, contracts, name, patents, copyrights, and other residual intangible assets, to include capitalized economic profit)."

Use Value:

The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Use value may or may not be equal to market value but is different conceptually. [1]

Valuation Service: a service pertaining to an aspect of property value, regardless of the type of service and whether it is performed by appraisers or by others.[7]

Value: the monetary relationship between properties and those who buy and sell, or use those properties, expressed as an opinion of the worth of a property at a given time.[7]

Workfile: data, information and documentation necessary to support the appraiser's opinions and conclusions and to show compliance with USPAP.[7]

[1]Appraisal Institute, *The Dictionary of Real Estate Appraisal, 6*th ed. (Chicago: Appraisal Institute 2010). [2]Appraisal Institute, *International Financial Reporting Standards for Real Property Appraiser, IFRS Website, www.ifrs-ebooks.com/index.html*. [3]Appraisal Institute, *The Appraisal of Real Estate,* 13th ed. (Chicago: Appraisal Institute 2008). [4] This definition is taken from "Allocation of Business Assets Into Tangible and Intangible Components: A New Lexicon," Journal of Real Estate Appraisal, January 2002, Volume LXX, Number 1. This terminology is to replace former phrases such as: value of the going concern. [5]Financial Publishing Company, *The Real Estate Dictionary*, 7 ed. [6] U.S. Treasury Regulations. [7]USPAP 2020-2021

LETTER OF ENGAGEMENT

MountainSeed Appraisal Management, LLC
2100 Powers Ferry Road SE, Suite 410
Atlanta, GA 30339
404−973−2568

REQUEST FORM
COMPANY: Crews Bank &Trust − Wauchula, FL

State Registration Number: MC194

File Information

File ID: 241114045
Due Date: 12/3/2024
Loan Number: TBD

Vendor Information

Loan Type: Investment
Vendor: (FHB) Hoening, Eric (Appraiser Mgr)
Form: Narrative Appraisal Report w/Compliance Screen
Service Fee: $2200.00
Interest Valued: Fee Simple
Real Estate Valued: Land and Improvements
Effective Date of Valuation: Value As Is
Insurable Value
Replacement Cost
Other Intended Users:
USDA: No
SBA: No

Client Information

Client: Crews Bank &Trust − Wauchula, FL
Borrower: Howard Blackmon, Kenneth Takacs
Address: 106 E Main St
Wauchula, FL 33873
Co−Borrower:
Company Name:

Subject Property

Address: 255 W Main St
Bartow, FL 33830
Intended Use: Refinance
Product Category: Origination
County: Polk
Map: Map Link
Property Type: NOO Office
Property Tax ID: 25−30−05−372500−017031
25−30−05−372500−017021
Description: Office building and adjacent parking lot at 195 S Broadway Ave.

APPRAISERS:? PLEASE PROVIDE FEES FOR BOTH STANDARD AND RUSH TURNAROUND TIMES.? YOUR FEE AND TURNAROUND TIME FOR A RUSH BID CAN BE PLACED IN THE APPRAISERS BID NOTES.? THANK YOU.

ASSIGNMENT CONDITION: This order is for ONE report only. Multiple reports for this order are not permitted. Contact MountainSeed immediately if you determine multiple reports are needed or have questions on how to complete this as one report.

Are there issues that the financial institution knows about that could impact value? No

Property Contact Information

Contact Person:	Howard Blackmon	**Work Phone:**	813−481−1516
Cell Phone:	813−481−1516	**Home Phone:**	813−481−1516
Contact Email Address:	437neptune@gmail.com		

Note: This request form is not transferable to another vendor and/or appraiser. If the vendor and/or appraiser named on this request is unable to complete this assignment, please contact MountainSeed AMC at 404−973−2568. All vendors and/or appraiser are approved on an individual basis and if this assignment is completed by another vendor and/or appraiser, MountainSeed AMC will not be liable for any related service fees.

Date: 11/18/2024

Appraisal Company:	(FHB) BBG Inc
Appraisal Co Address:	201 North Franklin Street Suite 1850 Tampa, FL 33602
Regarding:	255 W Main St Bartow, FL 33830

Dear: Eric (Appraiser Mgr) (FHB) Hoening

This letter (this""**Engagement Letter**"") confirms your engagement to prepare an appraisal of the property described below in compliance with the terms and conditions set forth below.

Basic Information

Property to Be Appraised:	255 W Main St Bartow, FL 33830
Property Description:	Office building and adjacent parking lot at 195 S Broadway Ave. APPRAISERS:? PLEASE PROVIDE FEES FOR BOTH STANDARD AND RUSH TURNAROUND TIMES.? YOUR FEE AND TURNAROUND TIME FOR A RUSH BID CAN BE PLACED IN THE APPRAISERS BID NOTES.? THANK YOU. **ASSIGNMENT CONDITION: This order is for ONE report only. Multiple reports for this order are not permitted. Contact MountainSeed immediately if you determine multiple reports are needed or have questions on how to complete this as one report.**
Interest in the Property to be Appraised:	Fee Simple
Client:	Crews Bank &Trust − Wauchula, FL
Intended User:	Financial Institution
Borrower (if Applicable):	Howard Blackmon, Kenneth Takacs
Property Owner Contact Name:	Howard Blackmon
Property Owner Phone:	813−481−1516
Appraisal	MountainSeed Appraisal Management, LLC

Management Company:	
Valuation Methodology to Be Used:	**Value As Is** **Insurable Value** **Replacement Cost**
Appraisal Form to Be Used:	Narrative Appraisal Report w/Compliance Screen
Fee:	$2200.00
Due Date:	12/3/2024
Addressee:	Your Appraisal Report should be addressed to the Financial Institution.

I. INSTRUCTIONS

a. Purpose of the Assignment

The purpose of the assignment is to develop and report an informed and independent opinion of the Market Value of the Subject Property.

b. Intended Use

The report you prepare is intended to be used by the Financial Institution as an aid in underwriting a loan, loan modification or loan extension; classification or monitoring of a loan; and/or the disposition or monitoring of REO or loan collateral, which may constitute a "federally-related" real estate transaction for purposes of applicable federal appraisal regulations. The Financial Institution may, without your prior authorization or a notice to you, provide your report to other parties for their use, including without limitation in lending-related activities.

c. Acceptance of the Assignment

You must accept or decline this assignment **within one (1) business day.**

d. Web Portal

The Financial Institution ("Client") has engaged MountainSeed Appraisal Management, LLC ("MountainSeed") to provide certain appraisal management company services to the Financial Institution. The Client has appointed MountainSeed as the Client's agent for purposes of engaging you on behalf of the Client in accordance with this Engagement Letter. Accordingly, you must direct communications about this appraisal assignment to MountainSeed through the web-based software system with which you registered prior to receiving this assignment (the "**Web Portal**"). If you have an issue with the Web Portal, please contact MountainSeed by phone (404) 973-2568 or email (info@mountainseed.com).

You agree to consistently monitor the Web Portal for updates and correspondence from MountainSeed. **You agree to respond to all communications from MountainSeed within one (1) business day**, and you agree to comply with the other timing and delivery requirements set forth below. Failure to respond to communications from MountainSeed regarding this appraisal assignment, or failure to meet any of the other timing and delivery requirements, may result in the work being reassigned to another appraiser. You understand that the Financial Institution reserves the right to withhold payment in the event the assignment is reassigned due to your failure to meet timing and delivery requirements.

e. Requirement to Decline the Assignment or Stop Work

You must decline this assignment if you are not geographically competent, the assignment falls outside of your scope of practice restrictions, or you know of any reason you would not be able to provide an unbiased and independent professional judgment as to the Market Value of the Subject Property. Furthermore, you must stop work and immediately notify MountainSeed if you later determine that you are not qualified to complete the assignment. You acknowledge that you have received a copy of MountainSeed's Appraiser Independence Policy (AP0001) (the "**Appraiser Independence Policy**"), which is incorporated into this Engagement Letter by this reference. **If you believe that a violation of the Appraiser Independence Policy has occurred, or any applicable conflict of interest or independence requirements (such as attempts by others to influence or coerce) have been compromised in any way, you will immediately stop work and contact MountainSeed's compliance hotline at 1-877-848-4914.**

f. Requirements for Completion of the Assignment

i. Inspection

Immediately, but in no event less than **two (2) business days**, following your acceptance of this assignment, you should contact the property contact to schedule an inspection. If you are unable to reach the property contact, please notify MountainSeed immediately. As soon as the inspection date has been set, you should change the order status in the Web Portal to **"Appt. Set"** and add the date and time of the appointment in the appropriate section of the order.

ii. Property Information

The description of the Subject Property and any other information provided to you by MountainSeed or Financial Institution is provided on an "**As-Is, Where-Is**" basis with no representation or warranty whatsoever.

If at any time you discover a material discrepancy or insufficiency in the description of the Subject Property or other information provided to you that necessitates a change in the scope of the work, your fee or the Due Date, you must notify MountainSeed within **one (1) business day** of such discovery (and in any event prior to the Due Date and your delivery of the Appraisal) and the parties will work together to agree upon a mutually satisfactory amendment to this Engagement Letter to memorialize any such necessary changes.

iii. Uniform Standard

In performing the assignment, you and your work product must conform to generally accepted appraisal standards as evidenced by the Uniform Standards of Professional Appraisal Practice ("**USPAP"**) promulgated by the Appraisal Standards Board of the Appraisal Foundation.

iv. Additional Requirements

You and your work product must comply with the regulations, guidelines, and standards specified in the MountainSeed General Guidelines for Financial Institutions, Commercial Appraisal Services (herein referred to as the "**Additional Requirements**"). You can access these guidelines via the following link: https://mountainseed.com/mountainseed-commercial-guidelines

By signing this engagement letter, you acknowledge that you have received a copy of these Guidelines.

While you must comply, and must ensure that your work product complies, with those provisions in the respective federal laws and regulations that are applicable to you and your performance of this assignment, this Engagement Letter does not require you to guaranty compliance with portions of those federal laws and regulations that do not apply to your performance of this assignment or over which you have no control whatsoever. However, you must be knowledgeable about and comply with any provisions of the laws, regulations, and guidelines discussed above that apply to your work. For example, you must comply with the requirement to provide an "As Is" Market Value for assignments involving federally related transactions. This requirement applies to all assignments, including those involving new construction or for properties undergoing renovation. Please remember that under USPAP's Scope of Work Rule, assignment conditions include laws and regulations. You may also wish to refer to USPAP Advisory Opinion 30, *Appraisals for Use by a Federally Regulated Financial Institution*.

v. Nondiscrimination

The Fair Housing Act, Equal Credit Opportunity Act, and other federal, state, and local laws and regulations broadly prohibit discrimination in real estate, appraisal and lending services based on legally protected characteristics. These protected characteristics, depending on the applicable law or regulation, may include race, color, religion, sex, sexual orientation, gender identity, age, marital status, disability, familial status, exercise of any federally protected civil right, receipt of income derived from any public assistance program, birthplaces of residents of the property or in the neighborhood, national origin of the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

In accepting this assignment, you acknowledge the importance of these protections against discrimination and agree that your performance of the assignment, including without limitation your development and reporting of the appraisal and your interactions with all persons, will not be based in part or in whole on information involving any legally protected characteristics, regardless of your intention, unless expressly permitted by law. You agree that you and persons acting under your direction or control are knowledgeable of and will abide by all applicable federal, state, and local laws and regulations governing nondiscrimination.

1. Specifically Prohibited/Unacceptable Practices

To avoid discrimination, or a suggestion of discrimination, by you or by other parties who may utilize or rely on your appraisal, you agree that you will not:

a) Act with bias or otherwise discriminate against or treat differently any individual or group based on a protected characteristic.
b) Consider, discuss, or refer to any protected characteristic of any party or with regard to the neighborhood or community within which the subject property is located in your appraisal development and/or report or in communications with other parties, including MountainSeed, unless expressly permitted by law or regulation.
c) Use, rely on, consider, or discuss in any analysis, opinion or conclusion, any assumptions, stereotypes, or generalizations related to protected characteristics (or nonprotected characteristics intentionally used as a substitute for a protected characteristic).
d) Employ terminology or veiled language as code words that may signal underlying bias, including but not limited to "desirable location/neighborhood," "diverse," "gentrified," "pride of ownership," "predominantly White or Black or Hispanic neighborhood," services or amenities geared toward a protected class or using generational descriptors such as Gen X, Millennial, or Boomer.

These specific unacceptable practices do not limit your responsibility to comply with all other discrimination prohibitions in the applicable laws and regulations.

2. Exceptions

In limited circumstances, applicable nondiscrimination laws and regulations may permit the consideration of protected characteristics in the performance of an appraisal (e.g., the prohibition against discrimination based on family may not be applicable to an appraisal of housing legally designated for older persons). If a protected characteristic is considered under such a limited exception, that such consideration is required or expressly permitted by law or regulation, the appraiser must conspicuously state in the report the protected characteristic(s) considered and cite the law or regulation that requires or expressly permits consideration.

3. Reporting of Concerns and Accusations

In the event that any party expresses a concern or makes any accusation regarding discrimination, you agree that you will immediately notify MountainSeed and cooperate with MountainSeed in its investigation and resolution of the matter.

vi. State-Specific Requirements

1. AMC Registration/License Number & Fee Disclosure

Appraisals are expected to comply with any state-specific requirements regarding the disclosure of: (a) MountainSeed's AMC registration or license number, as applicable; and/or (b) the fee paid for your services. Pursuant to state law, MountainSeed cannot prohibit the appraiser from disclosing the appraisal fee within the appraisal report. Furthermore, MountainSeed does not require the appraiser to disclose the AMC registration/license number or appraisal fee within the appraisal report, however in the following states, you should disclose the AMC registration and/or your fee within the body of the appraisal report. (Note: This list is provided for informational purposes only. It is your responsibility to verify disclosure requirements with the licensing board in the state where the subject property is located.)

State	Appraiser to Disclose in Report (AMC #, Fee, or Both)	Special Instructions
Alabama	AMC #	Appraiser shall state fee paid to appraiser in certification of report.
Arizona	Fee	Appraiser shall state their fee in scope of work section of report.
Colorado	Fee	None
Georgia	Both	None
Illinois	Both	See Assignments Involving Illinois Property
Kentucky	Both	Appraiser to place AMC name, registration number and fee paid to appraiser in report.
Louisiana	Fee	None
Montana	AMC #	None
Nevada	Fee	Appraiser to state total paid to appraiser and total fee retained by AMC.
New Jersey	Both	None
New Mexico	Fee	Appraiser to state total paid to appraiser and total fee retained by AMC.
Ohio	Fee	Appraiser to state actual fees paid to the appraiser within the body of the appraisal report.
Utah	Fee	Appraiser to state total paid to appraiser and total fee retained by AMC.
Vermont	Fee	Appraiser to state fee paid to appraiser in report.

2. Assignments Involving Illinois Property

For appraisal assignments involving property located in the state of Illinois, you must comply with the requirements of Illinois law and the Illinois Administrative Code. Illinois has established state law governing appraisal assignments in which an AMC is involved. You must comply with Illinois law, including the provisions of Illinois Administrative Code Section 1455.250.

a. Client(s) & Intended User(s)
MountainSeed is an appraisal management company ("AMC") and is engaging you on the Financial Institution's behalf, acting as the Financial Institution's agent. As the Financial Institution is engaging you through MountainSeed (an agent), the Financial Institution is also a client. Accordingly, notwithstanding any provision to the contrary contained in this Engagement Letter, **you must identify MountainSeed as the client and the Financial Institution as the intended user in the appraisal report.**

b. AMC Illinois Registration Number
The appraiser shall prominently display the appraisal management company's Illinois registration number (see top of this engagement letter) and expiration date as follows: "The appraisal management company's Illinois registration number is 558.xxxxxx and it expires on (month/day/year)."

Verify current license number and expiration date at: https://online-dfpr.micropact.com/Lookup/LicenseLookup.aspx

c. Fee Payment Statement

Per Illinois Administrative Code Section 1455.250, the appraiser shall prominently display the appropriate statement as follows:

1) An independent appraiser by employment or contract for a specific assignment, the appraiser shall prominently display the appraisal fee received from the appraisal management company in the certification as follows: "The compensation for this appraisal assignment is $_____."

2) An employee appraiser for a specific assignment, the appraiser shall prominently display the appraisal fee received from the appraisal management company in the certification as follows: "The compensation for this appraisal assignment is $_____.

3) An employee appraiser who receives a salary and does not receive a fee for the assignment, the employee appraiser shall prominently display the following language: "The appraiser is a salaried employee and received no appraisal fee for the assignment."

4) An appraiser for a specific assignment, the appraiser shall prominently display the appraisal management company's Illinois registration number and expiration date as follows: "The appraisal management company's Illinois registration number is ________ and it expires on (month/day/year)."

d. To our knowledge, the owner of the property under appraisement has not been advised that interior images may be required under the assignment criteria. It is advised that upon contact with the owner, you notify them of any interior images that may be required.

vii. Form-Specific Requirements

1. FHLMC Form 71A

If Form 71A is used, the appraiser must conspicuously state in an addendum that the pre-printed definition of market value, contingent & limiting conditions, certification, and FHLMC Form 461 (lease analysis) referenced on Form 71A are outdated and are <u>not</u> incorporated in the report. (See 71A Addendum Example below).

At a minimum, the report must contain a current definition of market value, assumptions and limiting conditions, and certifications that comply with the current USPAP.

71A Addendum Example:

FORM 71A CONTAINS THE FOLLOWING PRE-PRINTED ELEMENTS THAT ARE OUTDATED AND COMPROMISE COMPLIANCE WITH CURRENT STANDARDS AND GUIDELINES. THESE PRE-PRINTED ELEMENTS ARE <u>NOT</u> INCORPORATED IN THE REPORT.

1. *Definition of Market Value— Not current (c.1975) as printed on Form 71A and not consistent with the current FIRREA definition. (See FIRREA Title XI § 323.2 Definitions. (h) Market value*)
2. *Contingent & Limiting Conditions—Not current with USPAP as they contain assumptions that appear to require explicit identification as Extraordinary Assumptions (e.g. assumptions regarding condition). [See USPAP Standard 2-2 (a)(xiii)]*
3. *Certification—Not current or consistent with the current minimum certification required by USPAP. (See USPAP Standard 2-3)*
4. *FHMLC Form 461 (Lease Analysis)—Inadequate to meet current standards and requirements for development and reporting.*

THE APPRAISER HAS REPLACED THESE WITH ADDENDA AND ATTACHMENTS THAT COMPLY WITH CURRENT STANDARDS AND GUIDELINES.

2. FHLMC Form 71B

If a 71B is ordered, the appraiser must conspicuously state in an addendum that FHLMC 239 (certification and statement of limiting conditions, including definition of market value) and FHLMC Form 461 (lease analysis) referenced on form 71B are outdated and are not incorporated in the report. (See 71B Addendum Example below)

At a minimum, the report must contain a current definition of market value, assumptions and limiting conditions, and certifications that comply with the current USPAP.

71B Addendum Example:

FORM 71B CONTAINS PRE-PRINTED REFERENCES TO THE FOLLOWING FORMS THAT ARE OUTDATED AND COMPROMISE COMPLIANCE WITH CURRENT STANDARDS AND GUIDELINES. THESE ELEMENTS ARE <u>NOT</u> INCORPORATED IN THE REPORT.

1. *FHLMC 239—Outdated* due to:

a. Definition of Market Value)— Not current (c.1975) and not consistent with the current FIRREA definition. (See FIRREA Title XI § 323.2 Definitions. (h) Market value)

b. Contingent & Limiting Conditions—Not current with USPAP as they contain assumptions that appear to require explicit identification as Extraordinary Assumptions (e.g. assumptions regarding condition). [See USPAP Standard 2-2 (a)(xiii)]

c. Certification—Not current or consistent with the current minimum certification required by USPAP. (See USPAP Standard 2-3)

2. FHMLC Form 461 (Lease Analysis)—Inadequate to meet current standards and requirements for development and reporting.

THE APPRAISER HAS REPLACED THESE WITH ADDENDA AND ATTACHMENTS THAT COMPLY WITH CURRENT STANDARDS AND GUIDELINES.

viii. Special Requirements

Your Appraisal must comply with USPAP, the Additional Requirements stated above, and all the terms and conditions and any Special Requirements set forth in this Engagement Letter.

g. Requirements for Delivery of the Appraisal

i. Delivery to MountainSeed

You must upload the Appraisal, including all exhibits and addendums, in a color PDF format to the Web Portal. You must upload a separate PDF of your invoice for the report in accordance with the Invoicing and Payment section below. The invoice should comply with the requirements of Section II(b) of this Engagement Letter.

ii. Due Date

You must deliver all work product required under the terms of this Engagement Letter by 5pm (local time of the subject property) on the Due Date. You must promptly notify MountainSeed in writing, and in no event less than two (2) business days prior to the Due Date, in the event that you anticipate any delay in meeting the Due Date. MountainSeed shall be under no obligation to extend the Due Date.

iii. Effective Date of the Appraisal

The effective date of your valuation opinion must be within thirty (30) days of the date of your delivery of the Appraisal, unless instructed otherwise.

II. POST-DELIVERY

a. Review of the Appraisal and Response to Related Inquiries

You acknowledge that MountainSeed may, for the benefit of MountainSeed and the Financial Institution, conduct or cause to be conducted a review of your completed appraisal. In connection with that review, MountainSeed may contact you to discuss your appraisal, to ask questions, or to request revisions in connection with MountainSeed's Appraisal Independence Policy. You agree to respond: (i) **within one (1) business day** to acknowledge your receipt of any such communication, and (ii) **within two (2) business days** to address any requests for revisions or additional information. You acknowledge that the resolution of such requests may in some cases require further analysis or written response from you and you agree that such analysis or response is part of the scope of work agreed to in connection with this assignment and will be provided at no additional charge.

Furthermore, you acknowledge that MountainSeed may use the results of any reviews or other quality control processes to establish an "appraiser scorecard" or other methodology or process for determining the quality of your work product (a "**Scorecard**"), and you agree that MountainSeed may share the results of any such Scorecard with the Financial Institution and other Financial Institution clients and third parties. You have the right to request a copy of your Scorecard and to dispute any information contained in it. MountainSeed agrees to use good faith efforts to cooperate with you in resolving any such disputes regarding information contained on your Scorecard.

b. Invoicing and Payment

i. Generally

The Client has appointed MountainSeed as their agent in making payment for this assignment, therefore you must address your invoice to MountainSeed Appraisal Management at its address and submit it with your completed Appraisal. **The fee for this engagement set forth above includes all expenses, including travel and any technical assistance that you feel is necessary or appropriate**. Your invoice at a minimum should include your contact information, the property address and MountainSeed File ID Number, the fee, an invoice date and payment terms, and shall be accompanied by a completed IRS W-9 Form (unless you have already provided a copy of your W-9 to MountainSeed).

Provided you have delivered the appraisal and otherwise fully satisfied your obligations hereunder, MountainSeed will pay your fee as set forth above within forty-five (45) days following the later to occur of (1) receipt of your invoice and all required supplemental information (e.g., W-9) or (2) receipt of completed report or work product meeting all requirements of this Engagement Letter. You acknowledge and agree that payment of your fee may be withheld in the event your work product, in MountainSeed's and/or the Client's reasonable discretion, does not comply with any requirement of this Engagement Letter.

ii. Payment Requests

If you believe that you have not been paid your fee for an appraisal within 40 days of the date you transmitted to us your completed appraisal, except where you have been notified of any non-compliance with the conditions of the engagement, please place a message in the Web Portal AND contact MountainSeed immediately at *accounting@mountainseed.com* so that we can work with you to ensure that you receive timely payment. Please note that while we believe that our payment policy is mutually beneficial, it does require that we rely on you to notify us when you have not been timely paid. To assist us in prioritizing your request for payment, please include the phrase "PAYMENT REQUEST" in all caps in the subject line of your email.

iii. State-Specific Requirements

1. Timing of Payment

a) In states that require payment be made within less than 45 days (LA, NC, NY, VA, WI), payment shall be made within the allowed time period (30 days).

b) In states with an allowed time period for payment greater than 45 days, *MountainSeed* may reserve the right to exceed 45 days without notice and shall make payment within the time period allowed by state law/rule/regulation.

2. Payment Requests

In states that require payment be made within 30 days (LA, NC, NY, VA, WI), if an appraiser believes MountainSeed has not paid a fee within 25 days, calculated from the date a completed report was transmitted to MountainSeed, except where the appraiser has been notified of any non-compliance with the conditions of the engagement, the appraiser shall place a message in the Web Portal AND contact MountainSeed immediately at accounting@mountainseed.com so that MountainSeed can ensure timely payment.

c. Disputes

MountainSeed has established a policy and a process for handling dispute requests from the Client following the Client's receipt of the completed appraisal, in accordance with the Appraiser Independence Policy and Client Dispute Policy. If you receive a completed dispute request form through the Web Portal, you agree to respond: (i) **within one (1) business day** to acknowledge your receipt of any such communication, and (ii) **within three (3) business days** to address any requests for revisions or additional information utilizing the Web Portal. You acknowledge that the resolution of such dispute requests may in some cases require further analysis or written response from you and you agree that such analysis or response is part of the scope of work agreed to in connection with this assignment and will be provided at no additional charge

III. REPRESENTATIONS AND WARRANTIES

a. Licensure/Certification

You represent and warrant that you hold the appraisal license or certification necessary to perform the appraisal assignment. Furthermore, you represent and warrant that all professional qualifications, licenses, and other information provided to MountainSeed or Financial Institution were and remain valid, true, correct, and complete in every respect, except to the extent you have notified MountainSeed and Financial Institution in writing of any change.

b. Appraisal Standards and Competency

By executing this Engagement Letter you acknowledge, declare, represent and warrant that you:

(i) Understand the competency requirements of the pertinent version of USPAP and can satisfy each provision of the competency rule;
(ii) Meet the competency requirements for this appraisal assignment;
(iii) Are competent in the property type of the assignment;
(iv) Are competent in the geographical area of the assignment;
(v) Have access to appropriate data sources for the assignment;
(vi) Are aware that misrepresentation of competency may be subject to the mandatory reporting requirement in the most current version of USPAP;
(vii) Are familiar with the laws, rules, regulations, guidelines and other materials described in USPAP and the Additional Requirements;
(viii) Are not aware of any reason why you or the Appraisal you prepare in connection with this assignment would fail to comply with USPAP and Additional Requirements, including without limitation the independence provisions and prohibitions on conflicts of interest;
(ix) Have specific experience with the Subject Property type;
(x) Hold all licenses, registrations, permits, certifications and governmental or other authorizations required to perform the appraisal in accordance with USPAP and the Additional Requirements, and in compliance with all applicable federal, state and local laws,

ordinances, rules, regulations and guidelines;
(xi) Have not performed any prior services regarding the Subject Property, as an appraiser, or in any other capacity, within the three-year period ending with the date of this Engagement Letter, or if you have you have performed such services, have disclosed those services in writing in compliance with USPAP prior to accepting this assignment;
(xii) To your actual knowledge, are not listed on an exclusionary list or any similar list maintained by any governmental or quasi-governmental entity;
(xiii) To your actual knowledge, have not had any registration, certificate or license to act as an appraiser refused, denied, canceled, surrendered in lieu of a pending revocation, suspended or revoked by any state or appraisal board prior to or as of the date of this Engagement Letter; and
(xiv) Have no interest, direct or indirect, financial or otherwise in the Subject Property or the underlying transaction. **(Although USPAP may allow an appraiser to appraise a property in which the appraiser has an interest with appropriate disclosures, the Additional Requirements do not permit such activity. If you have an interest in the Subject Property, you must decline this assignment.)**

c. Compliance with Applicable Law
You represent and warrant that you perform services as covered by this Engagement Letter in compliance with all applicable federal and state laws, regulations, and guidance, including, but not limited to, the laws, regulations, and guidance identified in the “Additional Requirements” section of this Engagement Letter.

d. Errors & Omissions Insurance
You represent and warrant that you maintain, and covenant that you shall continue to maintain (either by continuation of similar coverage with the same or a different insurance carrier or by the purchase of extended reporting period coverage or “tail coverage”) for a period of three years after the date of completion of this assignment, professional liability insurance (“**E&O Insurance**”) covering damages arising from the professional appraisal services delivered by you under this Engagement Letter. Your E&O Insurance shall: (i) have a minimum liability limit of $500,000 per claim and $1,000,000 in aggregate for all claims, (ii) be issued by an insurance carrier having a Best’s Financial Strength rating of A- or better and Financial Size Category of at least Class IX, and (iii) be issued on an insurance policy form and by an insurance program acceptable to MountainSeed and Financial Institution. The policy shall not contain an exclusion for defense or damages relating to claims arising out of failed financial institutions or claims made by the FDIC or any other state or federal regulator or insurer of Financial Institutions, mortgage lenders, or other financial institutions.

You represent and warrant that you have provided MountainSeed (or other persons or entities as directed by MountainSeed) with true, correct and complete insurance declarations page or certificate of coverage evidencing your current E&O Insurance together with any other insurance documentation relating to such coverage requested by MountainSeed.

You agree to supply evidence of E&O Insurance whenever your E&O Insurance is renewed or replaced and shall immediately inform MountainSeed (or other persons or entities as directed by MountainSeed) of any nonrenewal, cancellation, termination or change of prior acts date/retroactive date of Appraiser’s E&O Insurance. During the period that you are required to carry E&O Insurance under this Engagement Letter, you shall not make any change or alteration to your E&O Insurance which results in the loss of prior acts or retroactive date coverage covering the date on which the assignment was performed under this Agreement. You consent to MountainSeed confirming E&O Insurance coverage directly with the insurance carriers or insurance program administrators.

IV. INTELLECTUAL PROPERTY
As between you and the Financial Institution, the Financial Institution will be deemed to own your appraisal and any reports or other information provided by you to Financial Institution in connection with this Engagement Letter, and neither Financial Institution nor MountainSeed will be restricted in any way with respect to redistribution of such information. You shall not claim any copyrights or other ownership interests in that work product. You, however, shall have the right to retain copies of reports, documents or other information produced or utilized by you for the purpose of your work file under USPAP or as may be required under any law or regulation.

Notwithstanding the foregoing, you acknowledge and agree that, in connection with its review of your Appraisal or otherwise, MountainSeed may extract and compile market data, including without limitation, information relating to comparable sales, rents, operating expenses, income, leases, and leasing activity; neighborhood descriptions; economic trends; and similar information, including, without limitation, for purposes of populating databases to be used by MountainSeed and its affiliates in future performance of services for, and product offerings to Financial Institution and other clients. Any such databases or other compilation of data extracted and compiled by MountainSeed shall be owned solely by MountainSeed, and you specifically disclaim, transfer, and assign to MountainSeed any right, title or interest in and to such databases and compilations and the information contained in them; provided, however, that this sentence shall not limit the Financial Institution’s rights to use the appraisal in accordance with the terms of this Engagement Letter. For the absence of doubt, any such information extracted from your Appraisal and compiled by MountainSeed solely in accordance with the rights granted to MountainSeed under this paragraph shall not include your opinion of the value of the Subject Property as stated in the Appraisal, or any other confidential information relating to the Subject Property or the loan or transaction underlying the appraisal (including the identity of the lender and the identity of the borrower), or any confidential information with respect to the Financial Institution, the borrower, or the Financial Institution’s or borrower’s business operations, to the extent not already publicly available.

V. OTHER PROVISIONS

a. Relationship between the Parties
In the performance of services under the terms of this Engagement Letter, you shall act solely as an independent contractor, and nothing herein contained or implied shall at any time be construed so as to create the relationship of employer and employee, master

and servant, partner, principal and agent or joint venture partner between you and Financial Institution or MountainSeed. Specifically, you acknowledge and agree that (i) neither Financial Institution nor MountainSeed will withhold any taxes, income or otherwise, from payments to you and that you will be required to file corporate, partnership, and/or individual tax returns and to pay taxes in accordance with applicable federal, state and local laws, (ii) this Engagement Letter is not an employment agreement, (iii) you are not an employee of MountainSeed or Financial Institution for any purpose, including, but not limited to, application of the Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, state and federal income tax withholding requirements, workers' compensation insurance, and third-party liability claims, (iv) neither MountainSeed nor Financial Institution shall be liable for any obligations incurred by you unless specifically authorized in writing, (v) you shall not act as an agent of MountainSeed or Financial Institution, nor bind MountainSeed or Financial Institution in any manner, (vi) you shall not represent or communicate to any party that you are an employee or an agent of MountainSeed or Financial Institution, and (vii) you are free to perform services for any and all other clients or management companies and you are free to set your own hours with respect to the performance of the assignment under this Engagement Letter.

b. Subcontracting Performance of Services

i. Generally

No subcontracting or outsourcing is permitted under this Engagement Letter. You, as the person signing this Engagement Letter, shall be the person who performs and signs the Appraisal requested herein. In general, the Financial Institution expects that you shall be the person that personally inspects the Property in connection with your Appraisal. Requests to have another employee in your firm inspect the Property must be approved and accepted by MountainSeed prior to engagement. Unless specifically instructed otherwise by MountainSeed or the Financial Institution, you may receive assistance in completing the Appraisal, so long as: (1) you at all times comply with USPAP, the Additional Requirements and the other provisions of this Engagement Letter, including without limitation in documenting the assistance you received, (2) the person providing the assistance is employed directly by you or by your appraisal firm and is characterized as an employee (and not an independent contractor) for federal income tax purposes; (3) the person providing the assistance is competent and qualified to provide the assistance and holds all necessary state, federal or local licenses, certificates or other authorizations required by any applicable authority; (4) you continuously supervise the person providing the assistance at all times in any work related to this Appraisal assignment, and (5) you sign the Appraisal and certification and accept full responsibility for the work. Specifically, and without limitation, you acknowledge and agree that you are familiar with applicable state laws, rules and appraisal board regulations, if any, regarding receiving professional assistance in connection with an appraisal assignment and that you shall at all times comply with those laws, rules and regulations in receiving any assistance in performing the Appraisal. You shall not assign this Engagement Letter to any other party, and any attempt by you to assign shall be void.

ii. State-Specific Requirements

For appraisal assignments involving property located in the state of Montana, subject to being permissible under the policies of the Financial Institution, Subsection V(b)(i), above, does not preclude you from: (i) utilizing the assistance of a licensed real estate trainee (under your supervision) or (ii) transferring the assignment to your employee who is Montana-licensed or -certified real estate appraiser who is a member of the Financial Institution's panel, provided that such individual can complete the work in accordance with USPAP and pursuant to the requirements of the Montana Board of Real Estate Appraisers.

c. No Disclaimers

The Financial Institution reserves the right not to accept the report and neither Financial Institution nor MountainSeed will be responsible for any fees or expenses incurred hereunder if your report includes disclaimers limiting your professional liability for services typically performed by an appraiser. This section shall not prohibit you from including standard disclaimers that may limit your liability for services typically performed by a third-party and that an appraiser is not qualified to perform, such as environmental site assessments.

d. No Third-Party Beneficiaries

All requirements and standards for you and your work product are imposed solely and exclusively for the benefit of MountainSeed and Financial Institution and their respective successors and assigns, and no other person shall be deemed a third-party beneficiary of this Engagement Letter. You are solely responsible for ensuring that you and your work product comply with all such requirements and standards. Specifically, you are not entitled to rely on any review that MountainSeed may perform to evaluate your work product's compliance with any such requirements and standards. You should not assume that MountainSeed will refuse to accept your work product in absence of strict compliance with any or all such requirements and standards.

e. No Promise of Future Assignments

You acknowledge that neither MountainSeed nor Financial Institution has made any guarantee of future assignments. Neither Financial Institution nor MountainSeed makes any promise or guarantee as to any minimum number of assignments or minimum level of revenue.

f. Indemnity

You agree to indemnify MountainSeed for any and all loss, damage, liability, claim or expense incurred by an Indemnified Party arising out of or related to (i) any death, bodily injury or damage to property resulting from your acts or omissions, (ii) your negligence, gross negligence or willful misconduct in performing this assignment; or (iii) any breach of your representations, warranties and covenants contained in this Engagement Letter. Notwithstanding the foregoing, nothing in subpart (iii) above will be deemed to require you to defend, indemnify or hold harmless MountainSeed or any MountainSeed-related Indemnified Party with respect to any liability, damage, loss, claim or expense that arises out of the services performed by MountainSeed, its agents, employees, or independent contractors, and not the services you performed. Furthermore, this indemnification provision in this paragraph shall not apply to appraisals performed in Vermont; for other states, in the event that the indemnification provision in this paragraph is broader than permitted by any applicable law or regulation, this section shall be limited to the extent of the indemnification permitted by such law or regulation in that state.

g. Termination

Notwithstanding anything contained herein to the contrary, either Financial Institution or MountainSeed may, at its option and for any reason, terminate this agreement without responsibility for payment of the appraiser's fees or costs, except for any actual staff time and out-of-pocket costs only, not to exceed the fee amount stated above, incurred by the appraiser in connection with the appraiser's performance of this agreement as of the date of termination.

h. Amendment

This Engagement Letter may only be amended in writing, signed by the parties hereto.

i. Confidentiality

You will take all reasonable steps to ensure that neither you nor any organization with which you are affiliated (including any employees, agents, appraisers, or officers of any such organization) will divulge any Confidential Information concerning your Appraisal to any person other than Financial Institution or MountainSeed. For purposes of this engagement letter, the term "**Confidential Information**" shall mean all non-public data or information that is submitted directly or indirectly to you by MountainSeed or Financial Institution or obtained or learned by you as a result of the engagement described in this Letter, including without limitation, information related to Financial Institution's or MountainSeed's customers, technology, operations facilities, consumer markets, products, capabilities, systems procedures, security practices, research, development, business affairs, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter and other proprietary information. All Confidential Information shall remain the property of Financial Institution or MountainSeed, as applicable, and shall be protected as described below.

Except may be required by applicable law or lawful order or requirement of a court or other governmental authority having jurisdiction over you, you shall take reasonable means to hold all Confidential Information in confidence, and you shall not use (except for purposes set forth herein and authorized by Financial Institution or MountainSeed), disclose, duplicate, publish, release, transfer or otherwise make available Confidential Information in any form to, or for the use and benefit of, any person or entity without the express written consent of MountainSeed. You represent and warrant to Financial Institution and MountainSeed that you have established commercially reasonable controls to ensure the confidentiality of Confidential Information and to insure that Confidential Information is not disclosed in violation of the provisions of this Engagement Letter or the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. § 6801, et seq.), as it may be amended, supplemented or replaced from time to time (the "**GLB Act**") and the regulations promulgated thereunder. If the GLB Act, the regulations promulgated thereunder or other applicable law now or hereafter in effect imposes a higher standard of confidentiality, such standard shall prevail over the standard set forth in this Engagement Letter.

You also agree that you will at any time during your engagement, at MountainSeed's or Financial Institution's request, and in any event, at the termination of this engagement, regardless of the reason, surrender to MountainSeed and/or Financial Institution (as is appropriate) all Confidential Information and any copies or abstracts thereof, to the extent surrendering the information is not prohibited under USPAP or other applicable federal, state and local laws, ordinances, rules, regulations and guidelines that may require you to maintain certain records.

You have caused this Engagement Letter to be executed as of the date set forth below.

____(COMPANY)

By:____

Name:_____________________________________

Title:_______________________________________

SUBJECT PHOTOGRAPHS

Subject Exterior

Subject Exterior

Subject Exterior

Subject Exterior

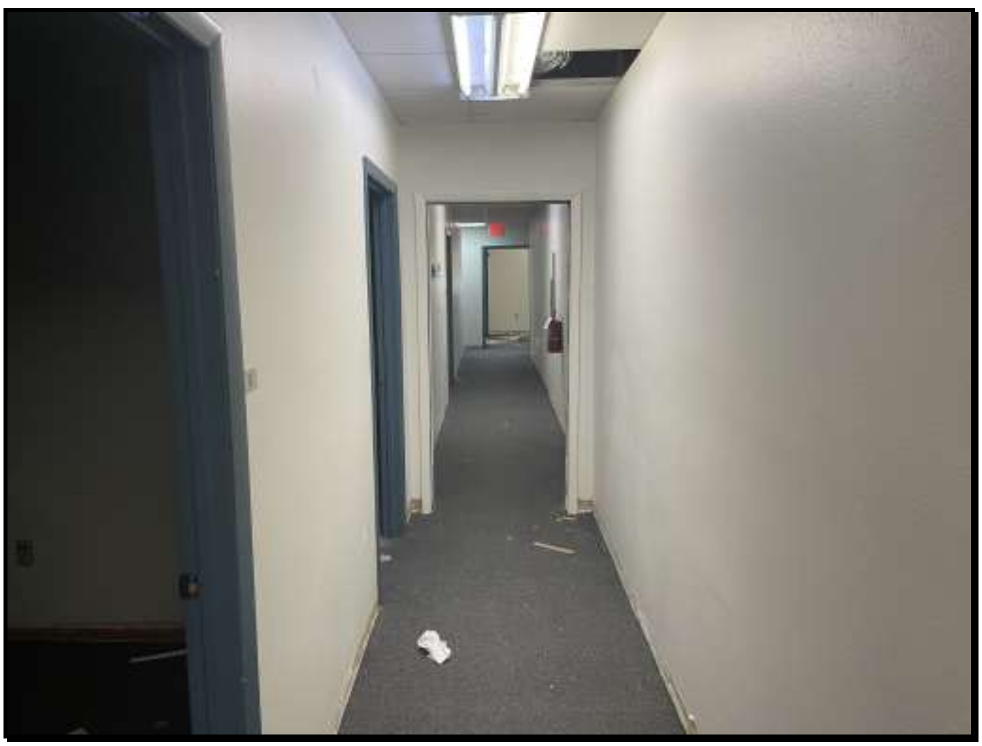
Subject Exterior

Subject Exterior

Parking

Parking

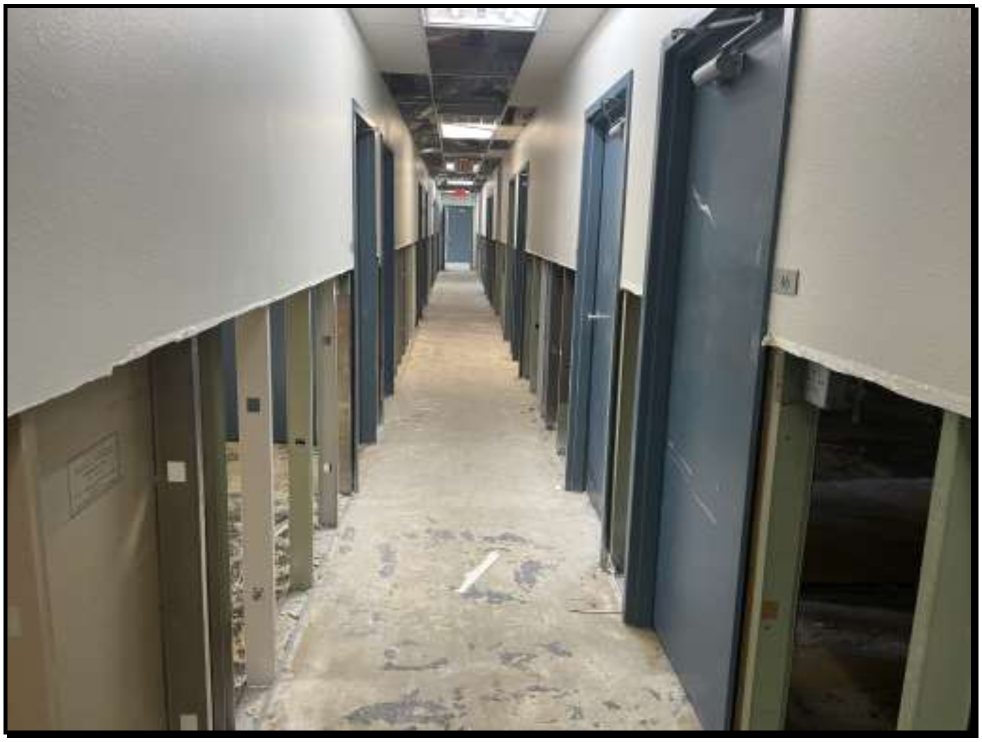
Subject Interior



Subject Interior

Subject Interior

Subject Interior



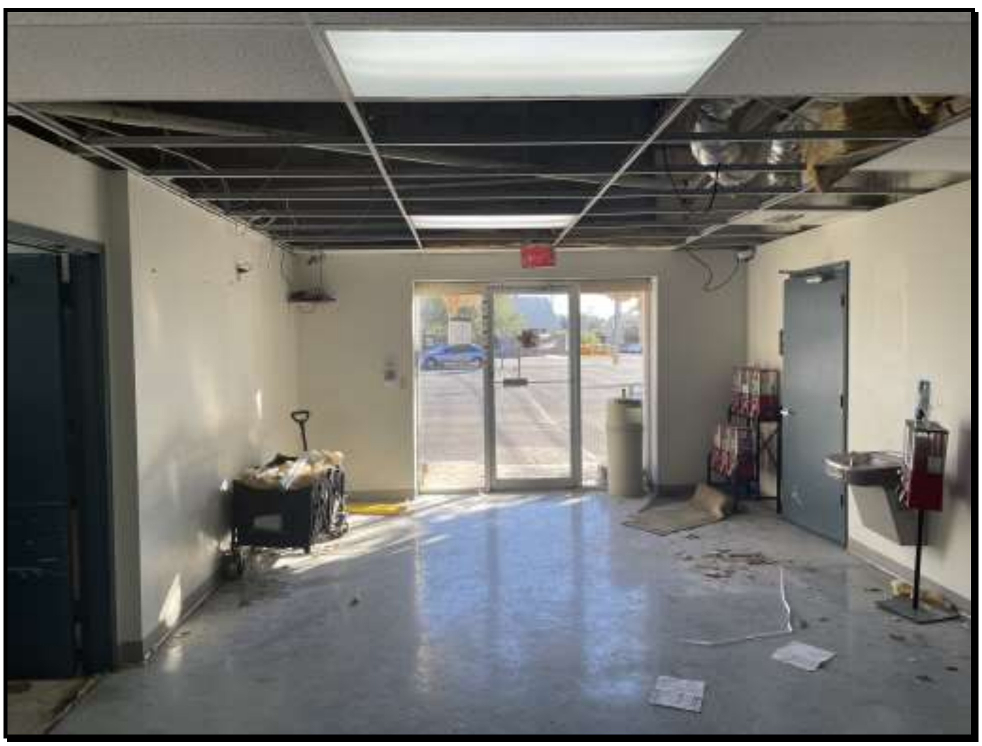
Subject Interior

Subject Interior

Subject Interior

Subject Interior

Subject Interior



Subject Interior

Subject Interior

IMPROVED SALE COMPARABLES

Sale Comparable #1
A Single Tenant Office Building
305 North Jackson Avenue
Bartow, FL 33830
Polk County
BBG Property #289058

Property Data			
Improvement Details			
Property Type/Use	**Office** **Professional Office**	Lat/Long	**27.898360 / -81.8394**
Parcel ID #	**25-30-05-370500-009001**	Number of Buildings	**1**
Year Built	**1974**	Year Renovated	**N/A**
Quality	**Average**	Condition	**Average**
Gross Building Area	**11,458 SF**	Rentable Area	**11,458 SF**
Number of Stories	**1**	Land-to-Building Ratio	**3.41**
Opportunity Zone	**No**		
Site Size (Gross)	**39,035 SF (0.90 acres)**	Site Size (Net)	**39,035 SF (0.90 acres)**

Sale Transaction Data for BBG Event #1290611 on				**PSF (GBA)**	**PSF (Rentable)**
Transaction Date		Consideration	**$1,800,000**	**$157.10**	**$157.10**
Sale Status	**Listing**	Adjustments	**$0**	**$0.00**	**$0.00**
Occupancy at TOS	**100%**	Cash Equivalent Price	**$1,800,000**	**$157.10**	**$157.10**
Property Rights	**Leased Fee**				
Transaction Component	**Real Estate**				
Tenancy	**Single**				
Grantor	**WOODLANE PROPERTIES LLC**				
Grantee	**listing**				
Comments	**Global company tenant in place with a long-term lease. The property was renovated in 2023 and is located in the Bartow business district. It has been on the market for 81 days. The reported cap rate is 7%.**				
Verification	**12/3/2024** **broker**				

Financial Attributes	**In-Place Income**		**Proforma Income**	
	Amount	*PSF (Rentable)*	*Amount*	*PSF (Rentable)*
Net Operating Income	n/a	**$11.00**	**$126,000**	**$11.00**

Sale Comparable #2
Main Street East Office Building
120 East Main Street
Bartow, FL 33830
Polk County
BBG Property #1117108

Property Data			
Improvement Details			
Property Type/Use	**Office** **Professional Office**	Lat/Long	**27.896790 / -81.8422**
Parcel ID #	**25-30-05-372500-010023**	Number of Buildings	**1**
Year Built	**1965**	Year Renovated	**N/A**
Quality	**Average**	Condition	**Average**
Gross Building Area	**16,618 SF**	Rentable Area	**13,530 SF**
Number of Stories	**2**	Land-to-Building Ratio	**2.83**
Opportunity Zone	**No**	Census Tract	**0150.00**
Site Size (Gross)	**38,237 SF (0.88 acres)**	Site Size (Net)	**38,237 SF (0.88 acres)**

Sale Transaction Data for BBG Event #1290612 on 7/18/2024				**PSF (GBA)**	**PSF (Rentable)**
Transaction Date	**7/18/2024**	Consideration	**$1,700,000**	**$102.30**	**$125.65**
Sale Status	**Closed**	Adjustments	**$0**	**$0.00**	**$0.00**
Occupancy at TOS	**0%**	Cash Equivalent Price	**$1,700,000**	**$102.30**	**$125.65**
Property Rights	**Fee Simple**				
Transaction Component	**Real Estate**				
Tenancy	**Vacant**				
Grantor	**Margrett L. Rhoden and Fleetwood Tait Lane, Jr.**				
Grantee	**THE KINCART GROUP DOWNTWON BARTOW, LLC**				
Record Info	**13197/01747**				
Comments	**This is a sale of a 13,530 SF office building constructed in 1965. The property was vacant at the time of the sale. The original listing price was $1,840,000.**				
Verification	**12/3/2024** **broker**				

Sale Comparable #3
Mulberry Office Building
1010 North Church Avenue
Mulberry, FL 33860-2040
Polk County
BBG Property #1117109

Property Data			
Improvement Details			
Property Type/Use	**Office** **Professional Office**	Lat/Long	**27.903675 / -81.9743**
Parcel ID #	**23-30-02-000000-012010**	Number of Buildings	**1**
Year Built	**1976**	Year Renovated	**N/A**
Quality	**Average**	Condition	**Average**
Gross Building Area	**13,862 SF**	Rentable Area	**12,452 SF**
Number of Stories	**1**	Land-to-Building Ratio	**8.72**
Opportunity Zone	**No**	Census Tract	**0148.04**
Site Size (Gross)	**108,521 SF (2.49 acres)**	Site Size (Net)	**108,521 SF (2.49 acres)**

Sale Transaction Data for BBG Event #1290613 on 4/5/2024				**PSF (GBA)**	**PSF (Rentable)**
Transaction Date	**4/5/2024**	Consideration	**$2,050,000**	**$147.89**	**$164.63**
Sale Status	**Closed**	Adjustments	**$0**	**$0.00**	**$0.00**
Occupancy at TOS	**100%**	Cash Equivalent Price	**$2,050,000**	**$147.89**	**$164.63**
Property Rights	**Fee Simple**				
Transaction Component	**Real Estate**				
Tenancy	**Vacant**				
Grantor	**PENTAGON FEDERAL CREDIT UNION**				
Grantee	**CENTRAL FLORIDA HEALTH CARE, INC.**				
Record Info	**13070/01692**				
Comments	**This is a 12,452 SF office building located along North Church Avenue in Mulberry. The property was on the market for 224 days with an original asking price of $2,230,000. The building was vacant at the time of the sale.**				
Verification	**12/3/2024** **broker**				

Sale Comparable #4
Hallock Properties, LLC
545 North Broadway Avenue
Bartow, FL 33830
Polk County
BBG Property #412589

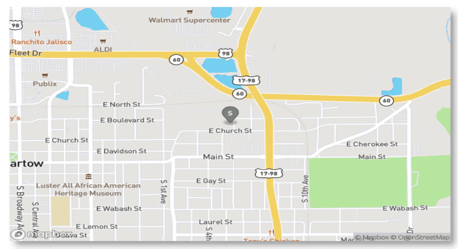
Property Data			
Improvement Details			
Property Type/Use	**Office** **Professional Office**	Lat/Long	**27.899780 / -81.8435**
Parcel ID #	**253006390000002070**	Number of Buildings	**1**
Year Built	**1973**	Year Renovated	**2007**
Quality	**Average**	Condition	**Average**
Gross Building Area	**12,460 SF**	Rentable Area	**12,160 SF**
Number of Stories	**1**	Land-to-Building Ratio	**2.03**
Opportunity Zone	**No**	Census Tract	**0150.00**
Parking	**Surface: 25** **Total: 25**	Parking Ratio	**2.06:1,000 SF of Rentable Area**
Site Size (Gross)	**24,699 SF (0.57 acres)**	Site Size (Net)	**24,699 SF (0.57 acres)**

Sale Transaction Data for BBG Event #888112 on 2/15/2023				PSF (GBA)	PSF (Rentable)
Transaction Date	**2/15/2023**	Consideration	**$2,000,000**	**$160.51**	**$164.47**
Sale Status	**Closed**	Adjustments	**$0**	**$0.00**	**$0.00**
Occupancy at TOS	**100%**	Cash Equivalent Price	**$2,000,000**	**$160.51**	**$164.47**
Property Rights	**Leased Fee**				
Transaction Component	**Real Estate**				
Tenancy	**Multiple**				
Grantor	**Hallock Properties, LLC**				
Grantee	**Mu Ching Chu**				
Comments	**This property is located at the northwest corner of North Broadway Avenue and West Boulevard Street in Bartow. The 0.57-acre site is improved with a three-tenant office building comprising 12,460 SF with 12,160 SF of net rentable area indicating a load factor of 5%. The brick building was constructed in 1973 and is of good quality, currently in average condition, and adequately maintained. The subject is 100% occupied by local tenants with rental rates consistent with market rates. The property was exposed to the market and was listed for an estimated 540 days at $2.175 million. The property traded at approximately 8.07% CAP when considering for vacancy, management, and reserves.**				
Verification	**5/24/2023** **Knowledgeable Third-Party**				

Financial Attributes	In-Place Income	
	Amount	*PSF (Rentable)*
Net Operating Income	**$161,385**	**$13.27**
Overall Rate	**8.07%**	

RENT COMPARABLES

Lease Comparable #1
East Church Street Office
1190 East Church Street
Bartow, FL 33830-4117
Polk County
BBG Property #1117104



Property Data

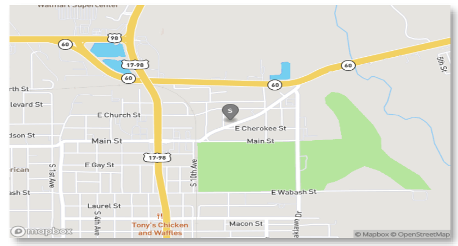
Improvement Details

Property Type/Use	**Office** **Medical Office**	Lat/Long	**27.899131 / -81.8310**
Parcel ID #	**25-30-05-000000-023130**	Number of Buildings	**1**
Year Built	**1989**	Year Renovated	**N/A**
Quality	**Average**	Condition	**Average**
Gross Building Area	**4,496 SF**	Rentable Area	**4,400 SF**
Number of Stories	**1**	Floor Area Ratio	**0.17**
Opportunity Zone	**No**	Census Tract	**0150.00**
Site Size (Gross)	**25,700 SF (0.59 acres)**	Site Size (Net)	**25,700 SF (0.59 acres)**

Leases

Commence	Tenant	Leased Area	Rent $/SF/Year	Term (Mos)	Comments
5/1/2024	Central Florida Healthcare	4,400 SF	$16.75 NNN	60	This is a 4,400 SF medical office building located along East Church Street. It is currently leased to Central Florida Healthcare at a quoted lease rate of $16.75/SF with triple net terms.

Lease Comparable #2
Flamingo Drive East Office
2020 Flamingo Drive East
Bartow, FL 33830
Polk County
BBG Property #100874



Property Data

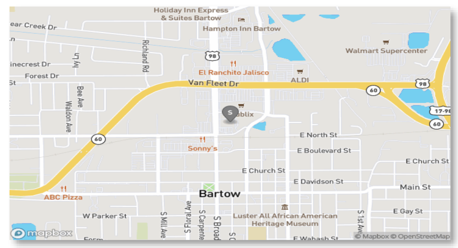
Improvement Details

Property Type/Use	**Office** **Medical / Dental**	Lat/Long	**27.898210 / -81.8245**
Parcel ID #	**25-30-04-364500-008090**	Number of Buildings	**1**
Year Built	**1958**	Year Renovated	**N/A**
Quality	**Average**	Condition	**Average**
		Construction Details	**Construction:Concrete Block; Foundation:Concrete; Roof:Flat/Built up; HVAC:Central**
Gross Building Area	**6,444 SF**	Rentable Area	**6,381 SF**
Number of Stories	**1**	Floor Area Ratio	**0.16**
Opportunity Zone	**No**		
Site Size (Gross)	**41,382 SF (0.95 acres)**	Site Size (Net)	**41,382 SF (0.95 acres)**

Leases

Commence	Tenant	Leased Area	Rent $/SF/Year	Term (Mos)	Comments
6/1/2024	PPEC	6,381 SF	$12.00 NNN	84	This is a 6,381 SF medical office building located along Flamingo Drive East in Bartow. The building is currently lease to PPEC at a quoted lease rate of $12/SF with triple net terms.

Lease Comparable #3
Broadway Avenue North Office
600 North Broadway Avenue
Bartow, FL 33830-3819
Polk County
BBG Property #1117106

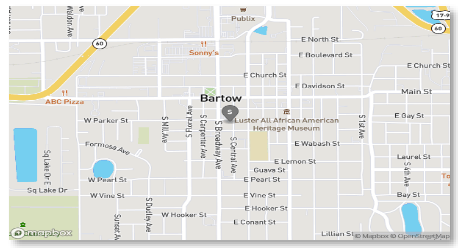


Property Data			
Improvement Details			
Property Type/Use	**Office** **Professional Office**	Lat/Long	**27.901315 / -81.8425**
Parcel ID #	**25-30-05-000000-034020**	Number of Buildings	**3**
Year Built	**1976**	Year Renovated	**N/A**
Quality	**Average**	Condition	**Average**
Class		Construction Details	
Gross Building Area	**50,734 SF**	Rentable Area	**46,246 SF**
Number of Stories	**3**	Floor Area Ratio	**0.16**
Opportunity Zone	**No**	Census Tract	**0150.00**
Site Size (Gross)	**310,583 SF (7.13 acres)**	Site Size (Net)	**310,583 SF (7.13 acres)**

Leases

Suite	Leased Area	Rent $/SF/Year	Comments
304 & 305	3,247 SF	$16.00 NNN	Two professional office suites totaling 3,247SF within the BB&T building located in Bartow. The space features a full buildout. The quoted lease rate is $16/SF with triple net terms.

Lease Comparable #4
Central Avenue South Office
395 South Central Avenue
Bartow, FL 33830-4622
Polk County
BBG Property #1117107



Property Data

Improvement Details

Property Type/Use	**Office** **Professional Office**	Lat/Long	**27.894668 / -81.8426**
Parcel ID #	**25-30-05-375000-009030**	Number of Buildings	**3**
Year Built	**1915**	Year Renovated	**N/A**
Quality	**Average**	Condition	**Average**
Gross Building Area	**21,279 SF**	Rentable Area	**18,160 SF**
Number of Stories	**2**	Floor Area Ratio	**0.98**
Opportunity Zone	**No**	Census Tract	**0151.02**
Site Size (Gross)	**21,780 SF (0.50 acres)**	Site Size (Net)	**21,780 SF (0.50 acres)**

Leases

Leased Area	Rent $/SF/Year	Comments
18,160 SF	$15.00 NNN	This is an 18,160 SF office building located near the Polk County Courthouse. The building features 26 private offices. The quoted lease rate is $15/SF with triple net terms.

INSURABLE VALUE

INSURABLE VALUE

At the request of the client, an estimate of the insurable value of the subject improvements has been provided. It should be noted that the estimate is not intended as a recommendation for the amount of coverage to be purchased. The appraisers are not experts in estimating insurable value. In addition, sources of cost data, as taken from the Marshall Valuation Service (MVS) and other cost estimating services, are not structured to provide insurable value estimates. Also, the cost data provided by MVS and other cost estimating services are cost averages that may vary with the specifics of each building and they often lag present day material prices, particularly if certain materials have undergone dramatic increases. If the estimate is used for insurance purposes it should be viewed as a general guide only and should not be relied upon as the sole source of information for determining appropriate coverage levels. Moreover, it is recommended that the client and/or intended users retain the services of a qualified, independent expert to determine a more accurate and appropriate insurable value prior to making a business decision.

Furthermore, BBG assumes no liability if the data or estimate is used for insurance purposes and does not guarantee that any estimate or opinion will result in the property being fully insured for any possible loss that may be sustained. The estimate at best, is but an indication of costs as of the effective date of the appraisal. Costs may increase significantly over time due to changing labor and material costs and changing building codes as well as new government regulations and requirements. At the request of the client, a rough estimate of insurable value has been developed as a benchmark for evaluating the adequacy of coverage. Again, this is not intended as a recommendation of the amount of coverage to be purchased. The appraisers are not professional building inspectors, contractors or engineers. Generally, the insurable value estimate considers the replacement cost of the improvements that are recognized as being destructible. Land value is typically uninsurable and excluded. The estimate is presented below:

INSURABLE VALUE		
		$/SF
Base Cost		$54
Multipliers		
Current	1.04	
Local	0.97	
Product of Multipliers		1.01
Adjusted Base Cost		$54.48
Size (Gross Building SF)	x	12,089
Subtotal		$658,551
Less: General Exclusions	7%	($46,099)
Total		$612,452
Rounded		**$610,000**

APPRAISER QUALIFICATIONS AND LICENSE

BBG
REAL ESTATE SERVICES

Eric Hoening, MAI
Senior Managing Director
813-327-4101
ehoening@bbgres.com

Profile

Eric Hoening, MAI is a Senior Managing Director in Florida for BBG covering key MSAs including Tampa Bay, Orlando, Southwest Florida, Jacksonville, North Florida and the panhandle, and the Florida Keys. He has over 25 years of experience in the real estate industry specializing in valuation, financial analysis, consultation, complex sensitivity modeling, discounted cash flow analysis, real estate and tangible tax appeals, market and feasibility studies, highest and best use analyses, and appraisal review.

Preceding BBG, Eric was the Director of Valuation and Advisory Services for JBM Institutional Multifamily Advisors where his primary responsibilities included sourcing asset dispositions, financial analysis, underwriting for existing apartment investments, new construction, land development opportunities and fractured condominiums. These skills were integral in the developing of BOV (Broker Opinion of Value) proposals, offering memorandums and dynamic marketing campaigns. Other responsibilities included tracking development pipelines, construction, operational trends and disposition activity. Another key role is as a transaction manager coordinating between buyer and seller throughout the engagement, marketing, due diligence, closing and post-closing periods. During this 2.5-year tenure, Eric was directly involved in transaction activity that totaled approximately 16,000 multifamily units and a volume of $1.65 billion.

Other previous experience includes senior appraiser positions at Tropical Realty Appraisal Services, Gillis & Associates and R/E Marketing Consultants. Each of these Florida based firms focused on valuation and consultation of every segment of real estate including multifamily, retail, hospitality, office, industrial, special purpose properties, and all types of vacant land. Engagements ranged traditional fee-based appraisals and consultations to complex eminent domain and litigation assignments.

Professional Affiliations

Appraisal Institute
MAI Designation

Licences

Certified General Real Estate Appraiser

State of Alabama	(License No. G01443)
State of Florida	(License No. RZ2406)
State of Georgia	(License No. 342304)
State of New York	(License No. 46000053107)
State of Ohio	(License No. ACGO.2019005571)
State of Tennessee	(License No. 6033)

Education

Florida State University, Bachelor of Science, 1994, Majors in Real Estate and Entrepreneurship/Small Business Management

The Florida State University Real Estate program offered various courses in several real estate disciplines including appraisal, market analysis, and the legal environment. All continuing education requirements have been completed for the Appraisal Institute and respective state licensing boards. Numerous courses and seminars have been attended and completed throughout the 25+ year career.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

HOENING, ERIC CHARLES

201 N FRANKLIN ST STE 1850
TAMPA FL 33602

LICENSE NUMBER: RZ2406

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/17/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Michael A. Barclay
Analyst
Work: 813-327-4104
mbarclay@bbgres.com

Profile

Michael is an Analyst at BBG in the Tampa office. He performs real estate fair market valuation reports per each customer's specified parameters using specified resources and procedures.

Professional Affiliations

General Certified Appraiser:
Appraiser Trainee – State of Florida (License No. RI24381)

Education

Master of Business Administration (MBA)
Florida International, Miami, FL

Bachelor of Arts, Communication
University of South Florida, Tampa, FL

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE REGISTERED TRAINEE APPRAISER HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

BARCLAY, MICHAEL ALLAN

21631 VIOLET PERIWINKLE DR
LAND O' LAKES FL 34635

LICENSE NUMBER: RI24381

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/22/2024

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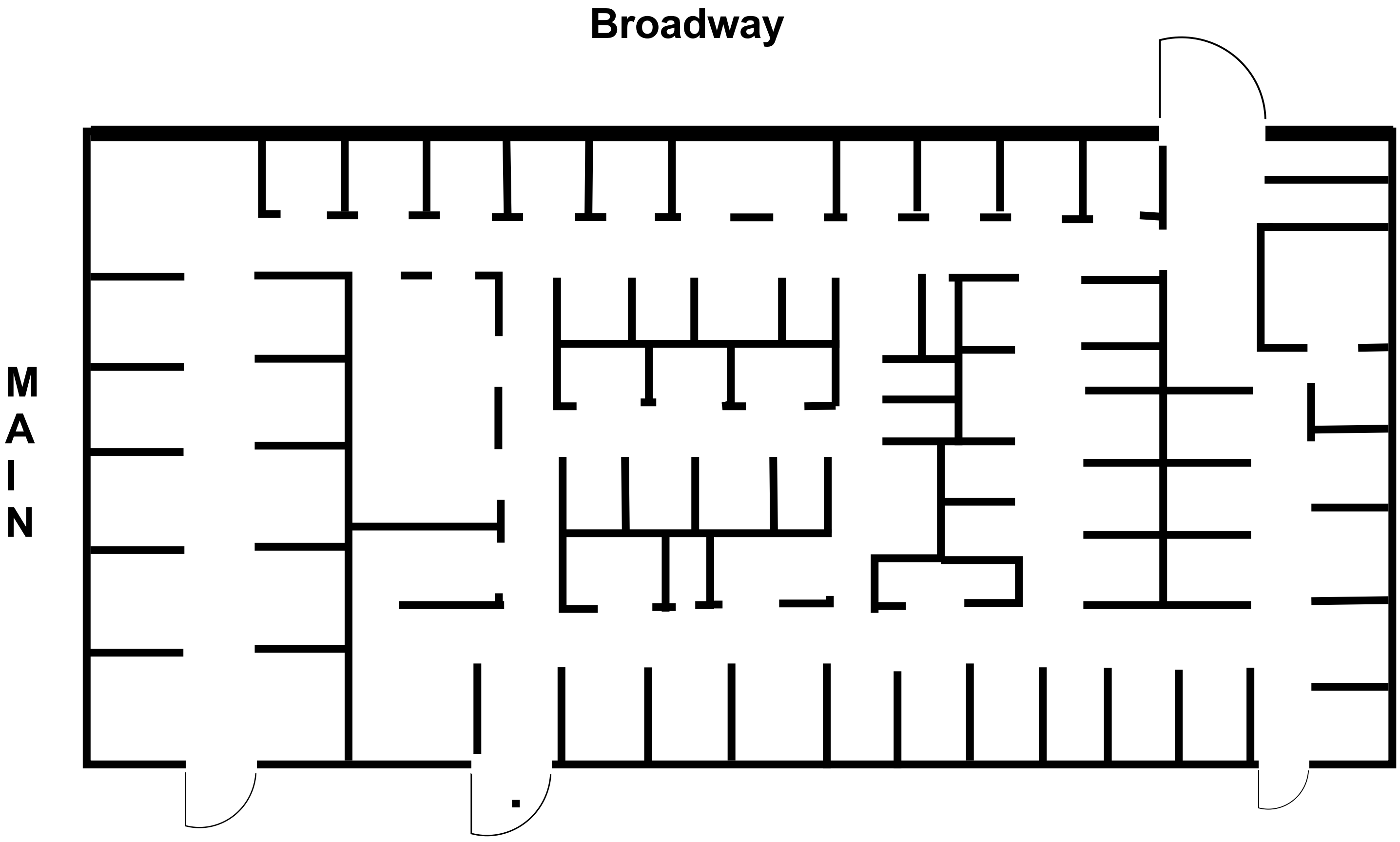
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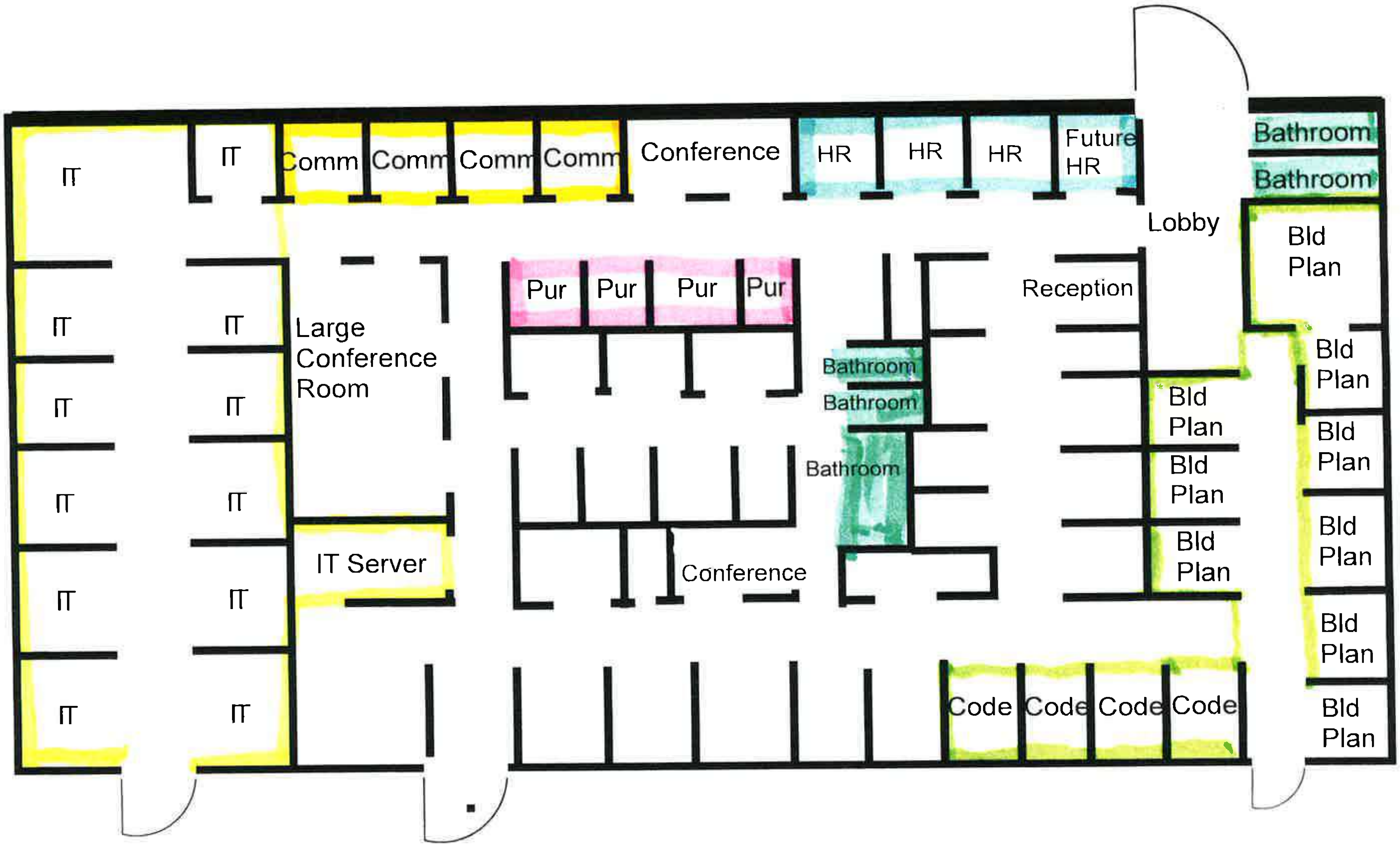
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ITEM NO. 13(a)

CITY OF BARTOW, FLORIDA

TO: City of Bartow Commission
THROUGH: City Manager Mike Herr
FROM: Public Works Director William Groover
DATE: May 18, 2026
SUBJECT: Approval of Tri-Party Agreement with FDOT and CSX Transportation for E. Main Street Railroad Crossing Signal Safety Improvements

SUMMARY AND BACKGROUND

The Florida Department of Transportation (FDOT), CSX Transportation, Inc. (CSX), and the City of Bartow have prepared a Tri-Party Agreement for railroad grade crossing traffic control device improvements at the E. Main Street railroad crossing in Bartow. The crossing is identified as FDOT/AAR Crossing No. 623086H, CSX milepost SVE 851.54, Financial Project No. 451353-1-57-01, and Federal Aid Project No. D126 040 B.

The project provides for railroad crossing signal safety upgrades on E. Main Street, generally described in the agreement documents as the E. Main Street from N Holland Parkway / US 17 to Fleetwood Avenue rail safety project. The work includes installation and/or adjustment of automatic highway-rail grade crossing traffic control devices, including cantilever/gate equipment and associated signal components, in accordance with FDOT Standard Plans Index 509-070 and applicable federal and state railroad-highway crossing requirements.

The agreement has been prepared for City approval and execution so the project can proceed through FDOT and CSX coordination. CSX has executed the agreement, and FDOT approvals/funding information are included in the agreement package. City execution is the remaining local action needed to complete the agreement process.

STAFF ANALYSIS

The agreement assigns CSX responsibility to furnish the necessary materials and install the automatic grade crossing signal equipment and related traffic control devices at the E. Main Street crossing. CSX will perform the work in accordance with the approved plans, specifications, and FDOT/Federal Highway Administration requirements. The agreement identifies an estimated project cost of $449,331.00 for the railroad signal work.

The FDOT funding documentation included with the agreement identifies the total authorized amount as $449,331.00, with the authorization reflecting federal and state participation. The City is not identified as the construction funding source for the signal installation in the agreement package; however, after installation, the City and CSX will share ongoing maintenance costs as required by the agreement.

After the signals are installed and placed into service, the agreement provides that annual maintenance of the signal devices will be shared 50 percent by the City and 50 percent by CSX. The attached FDOT annual maintenance cost schedule lists Class III automatic highway grade crossing traffic control devices at $3,934.00 annually. Based on that schedule, the City's anticipated share would be approximately $1,967.00 per year, subject to the final applicable classification, invoicing, and any future FDOT schedule updates.

Approval of the agreement is consistent with the City's interest in improving public safety, supporting FDOT's rail safety project on E. Main Street, and maintaining coordination with CSX for railroad crossing infrastructure located within the City. The agreement also establishes the operating and maintenance framework after construction is completed.

RECOMMENDATION

Staff recommends that the City Commission approve the Tri-Party Agreement between the Florida Department of Transportation, CSX Transportation, Inc., and the City of Bartow for the E. Main Street railroad crossing signal safety improvements, and authorize the appropriate City officials to execute the agreement, subject to final legal and administrative review.

NEXT STEPS

- Upon approval, route the agreement for City signature and return the executed agreement to FDOT/CSX as required.
- Coordinate with FDOT and CSX on the project schedule, field coordination, traffic control, and any City utility or Public Works coordination needs associated with construction.
- Track the completed installation and place the City's annual maintenance obligation into the appropriate operating budget once the crossing signal equipment is in service and invoicing begins.
- Maintain a fully executed copy of the agreement with the City Clerk and Public Works project files.

ATTACHMENTS

- Tri-Party Agreement between FDOT, CSX Transportation, Inc., and the City of Bartow - E. Main Street Railroad Crossing, FDOT/AAR Crossing No. 623086H, Financial Project No. 451353-1-57-01.
- FDOT funding approval / Notice of Approved Authorization.
- CSX outside party estimate and signal project estimation documentation.
- FDOT Railroad Grade Crossing Traffic Control Devices Annual Maintenance Cost Schedule and Standard Plans Index 509-070 excerpts.

RESOLUTION NO. 26-4265-R

A RESOLUTION OF THE CITY OF BARTOW, FLORIDA RELATING TO EAST MAIN STREET RAILROAD CROSSING SIGNAL SAFETY IMPROVEMENTS; AUTHORIZING CITY STAFF TO ENTER INTO A TRI-PARTY AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND CSX TRANSPORTATION, INC., FOR THE INSTALLATION, OPERATION, AND MAINTENANCE SERVICES RELATED TO THE GRADE CROSSING TRAFFIC CONTROL SIGNALS AND/OR OTHER DEVICES AS PART OF THE EAST MAIN STREET RAILROAD CROSSING SIGNAL SAFETY IMPROVEMENTS; FINANCIAL PROJECT NO.: 451353-1-57-01; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE PEOPLE OF THE CITY OF BARTOW:

SECTION 1. **Authorization and Approval.** City staff is hereby authorized to take any and all official acts that may be necessary in order to enter in a tri-party agreement with the Florida Department of Transportation and CSX Transportation, Inc. for the installation, operation, and maintenance services for the grade crossing traffic control signals and/or other devices, identified as FDOT financial project number 451353-1-57-01, and to annually pay the required local contribution costs for the project in the amount of $1,967.00 for the estimated project cost for annual maintenance, and otherwise as further detailed in the Railroad Reimbursement Agreement attached hereto as Exhibit "A."

SECTION 2. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

(the remainder of this page is left intentionally blank, with a signature page to follow)

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF BARTOW IN REGULAR SESSION THIS 1st DAY OF JUNE, 2026.

ATTEST:	CITY OF BARTOW:
______________________________	______________________________
City Clerk Jacqueline Poole	Mayor Tanya Tucker
(seal)	
Approved as to correctness and form:	Approved as to substance:
______________________________	______________________________
City Attorney Sean R. Parker	City Manager Mike Herr

ITEM NO. 13 (a)

RESOLUTION NO. 26-4265-R

EXHIBIT "A"

RAILROAD REIMBURSEMENT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, CSX TRANSPORTATION, INC., AND CITY OF BARTOW (with related supporting documents)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - MUNICIPAL

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
451353-1-57-01	E Main Street	Polk	478 (16110-2801)	D126 040 B

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and CSX Transportation, Inc., a corporation organized and existing under the laws of Virginia, with its principal place of business in the City of Jacksonville, County of Duval,

State of Florida, hereinafter called the COMPANY; and the city of Bartow, a municipal corporation, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 451353-1-57-01, on E Main Street, which crosses at grade the right of way and tracks of the COMPANY'S Milepost SVE 851.54, FDOT/AAR Crossing Number 623086H, at or near Bartow, as shown on DEPARTMENT'S Plan Sheet No. 1-3, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type IV Class III and/or other traffic control devices at said location on an actual cost basis and in accordance with the attached detailed statement of the work, plans and specifications; and the Standard Plans Index 509-070 and 711-001, attached hereto and incorporated by reference and made a part hereof, as well as the FDOT Design Manual (FDM), incorporated by reference and made a part hereof.

2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the CITY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Scheduleof Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.

3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the CITY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

☐ (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

☒ (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of $449,331.00. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

☒ (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

☐ (b) Actual related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.

☐ (c) An agreed lump sum $, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds $100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned ☐ will ☒ will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

☐ (a) ______% will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).

☐ (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be ______. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.

☐ (c) $______ credited for ☐ betterment ☐ expired service life ☐nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

18. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year.

19. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

21. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature.

22. ~~The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENTor said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

23. COMPANY shall: ______FD TCB CS_____
OT XT CITY

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and

2. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

3. use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the COMPANY uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project; and

4. comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the COMPANY pursuant thereto. The COMPANY shall include the attached Title VI / Nondiscrimination Assurance in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

24. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

27. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: ______________________________

(TITLE: Director of Transportation Development)

COMPANY: CSX Transportation, Inc.

BY: Tony C. Bellamy

(TITLE: Sr. Director Design & Construction) Tony C. Bellamy

CITY OF Bartow , FLORIDA

BY: ______________________________

(TITLE: ______________________________)

Legal Review	Approved as to Funds Available	Approved as to FAPG Requirements
BY: ______________	BY: See attached	BY: See attached
Attorney - DOT Date	Comptroller - DOT Date	FHWA Date

DS
DC

DS
WKG

To: JJ.Wren@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

AT632

2/23/2026

CONTRACT INFORMATION

Contract:	AT632
Contract Type:	AA - RR SIGNALS-PE/INSTAL (RR-SIG/PE)
Method of Procurement:	R - RAILROAD/UTILITIES AGREEMENT
Vendor Name:	CSX TRANSPORTATION, INC.
Vendor ID:	F546000720022
Beginning Date of This Agreement:	02/20/2026
Ending Date of This Agreement:	12/31/2050
Contract Total/Budgetary Ceiling:	
Description:	Signal Safety Upgrades, Crossing 623086H - (2) Cantilever/Gate combo units, 6x6 house, train detection, meter service

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 2/23/2026

Action:	Task Work Order
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A9
Object Code:	563000
Amount:	$449,331.00
Financial Project:	45135315701
Work Activity (FCT):	675
CFDA:	
Fiscal Year:	2026
Budget Entity:	55100100
Category/Category Year:	088808/26
Amendment ID:	W001
Sequence:	00
User Assigned ID:	3P-SIG
Enc Line (6s)/Status:	0001/04

Total Amount: $449,331.00

2/18/2026

Florida Department of Transportation
Federal Authorization Management System

Notice of Approved Authorization

From Federal highway Administration
to Participate in Project Costs Incurred
After the Effective Date of Authorization Noted Below

Federal Aid Project Number: **D126 040 B**

State Project Number: **451353 1 57 01**

This Notice of Approved Authorization is issued with the stipulation that the Florida Department of Transportation agrees to comply with the appicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) The regulations issued pursuant thereto and (3) the policies and procedures promulgated by the Federal Highway Administration relative to the above designates project. The Florida Department of Transportation also agrees to comply with the applicable provisions set forth in CFR Part 630, Subpart C.

Project Location:**E MAIN ST FROM N HOLLAND PKWY/US 17 TO FLEETWOOD AVE;RAIL SAFETY PROJECT;CONSTRUCTION**

Classification of phase of work to be under agreement	Effective Date of authorization
Highway planning & Research	
Preliminary Engineering	
Right-of-Way	
Construction	
X Other	**2/18/2026**

Dist.	Appr.	FAIN	Urban/ With	Total Cost	Federal Share	Federal Funds Under Agreement	Advanced Construction
01	**YS40**	**693JJ22630000YS40FLD126040**		**460,340.00**	**100.0%**	**449,331.00**	**0.00**

Department of Transportation

Available funds certified by:	**ASHLEY MELTON**	Date:**2/2/2026**
Approval recommended by:	**BRITTANY WATSON**	Date:**2/11/2026**
Approved and Authorized by:	**FORNICHER NIXSON**	Date:**2/12/2026**

Federal Highway Administration

Approval Recommended by:	**Andrea Sistrunk**	Date:**2/18/2026**
Approved and Authorized by:	**Andrea Sistrunk**	Date:**2/18/2026**
Agreement Approved by:	**Pamela Angelo**	Date:**2/18/2026**

State remarks:

INITIAL AUTHORIZATION YS40 $449,331 E MAIN ST FROM N HOLLAND PKWY/US 17 TO FLEETWOOD AVE;RAIL SAFETY PROJECT;CONSTRUCTION. (FAC/NOMINAL RATES) = (YS40/100%) SOFT MATCH AMT = $0

Division remarks:

02/17/2026: FMIS Federal Funds (97.61%) State Funds (2.39%). ARS STIP is not showing state funds portion of this project. (STIP is showing 100% Fed, 0.00% State). FHWA has requested that FDOT updatetheir STIP to

reflect the whole project, including any perceived indirect costs.

This Notice of Authorization is not the official FHWA Approved project Agreement for the project designated above. The official Project Agreement must be printed from FHWA's Fiscal Management Information System (FMIS). The District Federal Aid Coordinator may obtain the Project Agreement at: https://fhwaapps.fhwa.dot.gov/

ACCT. CODE : 709 - TBD

Form Revision 45037

ESTIMATE SUBJECT TO REVISION AFTER: **6/21/2024** **DOT NO.:** 623086H

CITY: Bartow **COUNTY:** Polk **STATE:** FL

DESCRIPTION: E. Main Street OOM - Installation of (2) cantilever / gate combo units, (1) one-way sidelight, 6x6 house, meter service and train detection.

ZONE: Florida **SUB-DIV:** Valrico **MILE POST:** SVE-851.54

AGENCY PROJECT NUMBER: 0

	PRELIMINARY ENGINEERING:				
212	Contracted & Administrative Engineering Services				6500
	Subtotal				**6500**
	CONSTRUCTION ENGINEERING/INSPECTION:				
212	Contracted & Administrative Engineering Services				6500
	Subtotal				**6500**
	FLAGGING SERVICE: (Contract Labor)				
70	Labor (Conductor-Flagman)	0	Days @	$ 350.00	0
50	Labor (Foreman/Inspector)	0	Days @	$ 504.00	0
70	Additive	126.00% (Transportation Department)			0
50	Additive	160.00% (Engineering Department)			0
	Subtotal				**0**
	SIGNAL & COMMUNICATIONS WORK:				**332639**
	TRACK WORK:				**0**
	PROJECT SUBTOTAL:				**345639**
900	**CONTINGENCIES:**	30.00%			103692
	PROJECT TOTAL:	**			449331
	CURRENT AUTHORIZED BUDGET:	**			0
	TOTAL SUPPLEMENT REQUESTED:	**			**449331**
	DIVISION OF COST:				
	Agency	100.00%			449331
	Railroad	0.00%			0

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: C. Powell **Approved by:** ***0*** **CSXT Public Project Group**

DATE: 06/22/23 **REVISED:** 01/00/00 **DATE:** 01/00/00

CSX TRANSPORTATION
Outside Party Estimate

E. Main Street

Bartow, Florida

DOT: 623086H | OP: TBD | CSX Project: TBD

Summary

Material	$113,186
Sales Tax	$6,791
Labor:	
Construction Labor (135 man-days)	$57,535
Shop Labor (7 man-days)	$2,975
Subsistence (0 man-days)	$0
Railroad Engineering, Construction	$8,630
Railroad Engineering, Preliminary	$2,605
Additives to Construction Labor	$92,056
Additives to Shop Labor	$4,760
Additives to Track Labor	$0
Additives to Engineering	$0
Equipment Expense (0 work days)	$0
Waste Management (27 work days)	$324
Contract Engineering	$19,287
Freight	$7,991
Poleline Removal	$0
AC Power Service	$5,000
Salvage	-$1
VAC TRUCK	$8,000
Shoring Box	$3,500
TOTAL ESTIMATE COST	$332,640

Date: 06/22/2023

Estimated By: Colt Powell

Note: This estimate should be considered void one year from date of estimate.

CSX TRANSPORTATION
Signal Project Estimation

Shop Material List for CSX Project: TBD (Effective: 06/22/2023)
SVE 851.54 - E. Main Street

CATALOG_NUM	QTY	Unit Price	COST	SHORT_DESC
020.0017120.1	6	17.05	102.30	BLOCK TERMINAL 12 POST SINGLE STRIP AAR 14.1.6 WITH 1 AAR 14.1.11 WASHER AND 1 AAR 14.1.11 CLAMP NUT TORQUED ONTO EACH TERMINAL AT 40 IN/LBS, 12 AAR 14.1.11 WASHERS AND 24 AAR 14.1.11 BINDING NUTS UNASSEMBLED SAFE 023390-11X TDH 800-0001
020.0017125.1	6	3.28	19.68	BLOCK TERMINAL 2 POST AAR 14.1.8 WITH 1 AAR 14.1.11 WASHER AND 1 AAR 14.1.11 CLAMP NUT TORQUED ONTO EACH TERMINAL AT 40 IN/LBS, 2 AAR 14.1.11 WASHERS AND 4 AAR 14.1.11 BINDING NUTS UNASSEMBLED SAFE 023612-1X TDH 800-0002
020.0017211.1	1	1410.21	1410.21	TRANSFORMER LIGHT 750VA 010520-50X MODEL SLT-50 PRIMARY 115-230VAC SECONDARY .5 - 15.5V AC 50A INDOOR SERVICE ONLY AREMA MANUAL PART 14.2.10 OLSUN P/N 5995-50-RR
020.0021965.1	1	9.06	9.06	EXTRACTOR DWG 59688-4 TERMINAL GRS CAT P3-308 REF 18 1/16" STEEL WIRE COVERED W/INSULATING TUBING BILMAR 59688
020.0022651.1	7	109.65	767.55	PLUGBOARD KIT TYPE B1 OR ST1 RELAY ASSEMBLY WITH 12 EACH 14-10 CRIMP TERMINALS, 1 EACH VOLT/CURRENT (3E) AND (1E) TEST TERMINALS, INSULATORS AND CLIPS CSX REF NO C30 ALSTOM 59686-5 GR1, SAFETRAN P/N 420000-78X
020.0025595.1	1	20.96	20.96	WRENCH DWG 55393-3 GR1 "E" TERMINAL POST NUT GRS CAT P3-320 REF G NATIONAL ELEC GATE P/N EDG-5951
020.0053360.1	3	395.83	1187.49	CHARGER BATTERY ELC 12/20 D 20 AMP 10-19.9 VDC ROTARY SW VOLTAGE ADJ W/ 10' TEMP COMPENSATION PROBE 0.1 TO 0.25 V RIPPLE AT BATTERY TERMINALS 120V/240V AC INPUT ONLY NRS P/N 22290-10
020.0167501.1	26	38.80	1008.80	ARRESTER HYBRID LOW VOLTAGE,2, 0-30V DC OR 0-24V AC RATED AT 15 AMP COMPLETE WITH FAIL SAFE OPEN MECHANISM, FUSED SEMICONDUCTOR, TEST EYE WITH NUT, 6" BLUE LEAD, SEE SS382 BOURNS P/N 1675-01
020.0660077.1	1	802.45	802.45	ARRESTER GE 9L10KAC213L FOR 240 VOLT SINGLE PHASE 3 WIRE CIRCUIT PROTECTOR INCLUDES LINE TO LINE AND LINE TO GROUND PROTECTION
020.0750090.1	3	0.13	0.39	NUT INSULATED USE ON AAR BINDING POST TERMINAL FOR VOLTAGES 120V AC/DC AND HIGHER RED COLOR TDH SOLUTIONS P/N 800-0009, CAPLUGS P/N VFC-521-16RED
020.0770060.1	8	20.96	167.68	ARRESTER US&S N451552-0201 TRACK SERIES RED LABEL USGA 250V DC 175V AC W/O BASE (DO NOT USE ON AC CIRCUITS FOR NEW WORK, SEE SS382) US&S RSE-17A1
020.0770105.1	2	23.06	46.12	ARRESTER HARMON 202217-000 AGE-1 TRACK A
022.5290559.1	1	314.71	314.71	CONVERTER WILMORE INPUT 10V DC TO 16V DC OUTPUT 13.6V DC 200 WATTS MAXIMUM MODEL 1675-12-12-15
020.1940055.1	1	14.50	14.50	CONTAINER TUBE HOLDER CIRCUIT PRINT PLAN 24" SCHD 20 4" PVC PIPE WITH SOLID PVC CAP GLUED ONE END AND VENTED PVC CAP VENT MUST BE NON CORROSIVE NON CONDUCTIVE MATERIAL REMOVABLE ON OTHER END CONTAINER MUST BE CLEANED OF ALL MILL MARK
020.2501400.1	1	1344.72	1344.72	CONTROLLER DTMF RADIO KEY DOWN MODE 6 SET TIMER TO 60 SECONDS COMPLETE WITH 50 OHM ANTENNA AND ANTENNA SHORTING PLUG WALL MOUNT FREQUENCIES(MHZ) - 160.560, 160.710, 160.785, 160.860, 160.875, 161.130, 161.550 LARRY MCGEE P/N 14-99005V2-B6
020.2503081.1	2	69.91	139.82	MODULE SAFETRAN ECHELON TERMINATION UNIT (A80078) USE WITH REMOTE MONITORING & ALARM REPORTING W/WAMS SAFETRAN P/N 8000-80078-0001
020.3180290.1	1	5288.94	5288.94	RECORDER SEAR II REMOTE MONITORING INCLUDES THE FOLLOWING KIT ALARMS & TESTING, (80290) APP SW (9V736-A02A), (2) ILODS (80271), (1) ECH (80078), (2) GFT2, (1) WAG (9000-53457-0001) & CABLE 20FT (Z706-02027-00200)
020.3430110.1	1	700.22	700.22	RELAY SAFETRAN 400004 500 OHMS CONTACTS 4FB-2F-1B CSX REFERENCE S3 SOC 1252 NEUTRAL (REPLACES GRS 56001-783 GR2 TYPE B1 CAT A62-277 REF B8)
020.3430115.1	1	469.40	469.40	RELAY SAFETRAN 400005 500 OHMS CONTACTS 4FB HEAVY DUTY 10 AMP 2FB CSX REFERENCE S4 SOC 1253 NEUTRAL (REPLACES 020.0022872.1, GRS 56001-983 GR1 TYPE B1 CAT A62-0741 REF B82)
020.3430130.1	2	421.06	842.12	RELAY SAFETRAN 400023 500 OHMS CONTACTS 6FB HEAVY DUTY CSX REFERENCE S7
020.3430135.1	1	568.95	568.95	RELAY SAFETRAN 400213 460 OHMS CONTACTS 2FB CSX REFERENCE S8 SOC 1257 SLOW RELEASE (REPLACES GRS 56001-830 GR1 TYPE B1 CAT A62-353 REF B36)
020.3430170.1	1	464.13	464.13	RELAY SAFETRAN 400800-CSX 100/100 OHMS CONTACTS 6FB HEAVY DUTY CSX REFERENCE S15 SOC 1264 POWER TRANSFER COMPLETE WITH RECTIFIER 590000-X (REPLACES GRS 56001-745 GR1 TYPE B1 CATALOG A62-406 REF B62)
020.3430185.1	1	484.29	484.29	RELAY SAFETRAN 400700-X 60 OHMS CONTACTS 4FB CSX REFERENCE S18 SOC 1267 RELAY COMPLETE WITH FLASHER MODULE 400700-1X (REPLACES GRS 56001-985 GR1 TYPE B1 AND FLASH X-PAK MODULE 30733-1 GR4 CAT A62-673 REF B81)
020.0000367.1	1	1363.50	1363.50	KIT CROSSING COMPLETE TYPICAL 41 KIT INCLUDES RF AND DATA COMPONENTS FOR NEW INSTALLATIONS CSDA-30348
020.4200340.1	8	1.74	13.92	LINK TEST ASSEMBLY 1" CENTERS YELLOW INSULATOR ON OFFSET LINK DOES NOT REQUIRE BRASS TEST NUT, TDH SOLUTIONS P/N 800-0112
020.4200350.1	9	1.89	17.01	LINK TEST ASSEMBLY 2-3/8" CENTERS YELLOW INSULATOR ON OFFSET LINK DOES NOT REQUIRE BRASS TEST NUT, TDH SOLUTIONS P/N 800-0114
020.4201045.1	400	0.15	60.00	NUT HEX CLAMP (FLAT NUT) AAR 14.1.11-7 14-24 NS-2 THD FLAT BRASS NICKEL PLATED FOR AAR BINDING POST W/14-24 THD SAFETRAN 023832 TDH SOLUTIONS 800-0006 MIN/MULT ORDER QTY 400

CSX TRANSPORTATION
Signal Project Estimation

Shop Material List for CSX Project: TBD (Effective: 06/22/2023)
SVE 851.54 - E. Main Street

CATALOG_NUM	QTY	Unit Price	COST	SHORT_DESC
020.3009114.1	1	8879.65	8879.65	DETECTOR MOTION PMD-4R, LIMITED PREDICTOR - 1TRACK REDUNDANT. INCL UNIT, 1 MOUNTING PLATE AND HARDWARE, 1 SITE SPECIFIC MEMORY EXTERNAL MEMORY DEVICE. LIMITED APPROACH CONSTANT WARNING AND ADV TRAFFIC PREEMPTION. ALSTOM P/N 300911-031
020.8000067.1	2	14.21	28.42	LOCK AMERICAN H10SIGRA CSX SIGNAL PADLOCK WITH BLACK CHROME SHACKLE W/O KEY USE ON VITAL SWITCH AND SIGNAL EQUIPMENT

Total Cost: $ 26,536.99

CSX TRANSPORTATION
Signal Project Estimation

Field Material List for CSX Project: TBD (Effective: 06/22/2023)
SVE 851.54 - E. Main Street

CATALOG_NUM	QTY	Unit Price	COST	SHORT_DESC
014.8006169.1	2	9.80	19.60	SIGN PERMANENT EMERGENCY NOTIFICATION VEHICLE BLOCKING RD CRSSING ALUM BLADE WHI HIGH INTENSITY PRISMATIC LTRS BLU BACKGROUND CSX DWG 2719(IN SUPPLIER NOTE ENTER DOT ID & MP, FOR MULT SIGNS USE COMMA AND UPDATE QTY) BLANK SIGN 014.8006170.1
020.0010447.1	3	11.53	34.59	BOX GROUND ROD CONNECTION ENCLOSURE COMPLETE WITH 7" COVER TWO HEX HEAD 3/8" SS BOLTS AND 10" X 9" ENCLOSURE WITH 2 KNOCKOUTS FOR GROUND WIRE ENTRY AND EXIT PENCELL P/N PE6AHDH00009
020.0013475.1	16	3.79	60.64	CONNECTOR TRACK "CHICKEN HEAD" WITH 3/16" BOND STRAND SLEEVE USE J-GROOVE NICOPRESS TOOL MIN ORDER 100 ERICO P/N SBPAC3ACSX DWIGHT & WILSON P/N S8PT
020.0013686.1	2	86.70	173.40	BOOTLEG KIT CSX RAIL CONN W/15 FT 3/16 IN BDSTRAND 6/64 IN JKT 2 TK CONN ERICO SBPAC3-A/2 CLIP ERICO SBA248A 4 RL PT CDWELD STPL 3/8 X 1 3/4 IN 2 ERICO SBA2363 SLVES 2 RAYCHEM OR AMP 6 IN TUBIN 2 PLEXICO 3408 DWG&WILSON P/N BLTS-8-80B
020.0013908.1	400	8.31	3324.00	CABLE UG COMPOSITE 19 CONDUCTOR INCLUDES 13 CONDUCTOR #14 AWG SOLID AND 6 CONDUCTOR #6 AWG SOLID CSX SS360 SHOW LENGTH ON EACH REEL FURNISH IN 1000 FT LENGTHS OKONITE P/N 206-11-6283
020.0053220.1	100	3.23	323.00	CABLE POWER UG 3 COND NO 6 AWG - SHOW LENGTH ON EACH REEL - FURNISH IN 1000 FT LENGTHS - OKOSEAL 45 MM PVC JACKET, OKONITE 112-10-3854
020.0055424.1	6	87.92	527.52	BRACKET SIGN 10" MAST W/SPLIT BOLTS FOR ALL SIGNS REQUIRING 5/16" BOLT L&W P/N 7A1047-10X1
020.0014605.1	2	3615.00	7230.00	FOUNDATION CONCRETE GCWD 5' - 10" SECT PRECAST ASSY BLT SPCE 19" SQ INCLS 4 EA 1-1/2" GALV BLTS, NUTS & WSHRS STL HDWR,TOP & 4 PC BASE, 1 SPIDER & 1 DONUT PALLETIZED FOR GCWD WALKOUT AL CANT SIGS W/ CANT ARMS TO & INCL 30FT DIXIE DP4-B
020.0000157.1	2	1268.62	2537.24	GATE SAVER 2 WAY - BI DIRECTIONAL SELF RESTORING BREAKAWAY DEVICE FOR USE WITH 18' TO 32' GATE ARMS MANUFACTURER - NATIONAL ELECTRIC GATE CO. P/N 385102GS2W90
020.0057275.1	400	1.51	604.00	WIRE UG TRACK TWISTED PAIR NO. 6 AWG SOLID CONDUCTOR WITH ONE RED AND ONE BLACK NEOPRENE JACKET SHOW LENGTH ON EACH REEL FURNISH IN 1050 FT REELS OKONITE P/N 150-12-3933
020.1304014.1	165	7.76	1280.40	KIT BOND, CADWELD PLUS WEB OF RAIL BOND 3/16 DIA. 4" LARGE TAB STYLE 100 EACH INCLUDES 5 EA. 4-1/2" COMBO GRINDING/CLEANING WHEEL, NEW MOLDS (L & R), PACKAGE OF 100, ERICO P/N SBTBBU4ACWPW2
020.1040322.1	29	118.29	3430.41	BATTERY SAFT SPL165, 165 AH POCKET PLATE NICKEL CADMIUM BATTERY FEATURING ULTRA LOW MAINTENANCE, GAS RECOMBINATION TECHNOLOGY
020.1040540.1	1	31.72	31.72	TRAY BATTERY FIBER CO 82687-1-P 12" WIDTH 24" LONG CSX DWG 82687 USE IN 4X6 HOUSE SEE SS390
020.1040550.1	3	48.14	144.42	TRAY BATTERY FIBER CO 82687-3-P 12" WIDTH 38" LENGTH CSX DWG 82687 FOR USE WITH FLOODED (NON-VALVE REGULATED) CELLS SS390
020.1150750.1	400	1.33	532.00	BOND STRAND 3/16" DIA 7 STRANDS OF 19 STR EACH 6 WITH 12 STRS TINNED OUTER WIRES AROUND 7 NOT TINNED THE 6 TWISTED AROUND 1 CENTER STRAND OF 19 STRS NOT TINNED WITH 6/64" PVC FLORESCENT ORANGE JACKET INSULATION ERICO SBS8TINS664
020.1304017.1	165	7.74	1277.10	KIT BOND, CADWELD PLUS HEAD OF RAIL 3/16" DIA 6.5" LONG XS STYLE, 60 BONDS (120 WELD POWDERS) EACH, INCLUDES 5 EA. 4-1/2" COMBO GRINDING/CLEANING WHEELS, NEW MOLDS (L & R), ERICO P/N SBS24882CWPW2
020.1360014.1	1	829.96	829.96	PACKAGE FOREMANS CARE FOR ALUMINUM TYPICAL BOM FOR USE ON ALL MAJOR HIGHWAY CROSSING SIGNAL PROJECTS INCL GROUNDING MATERIALS BOOTLEGS BITS CASE WIRE DUCT SEAL AMP TERMINALS TAPE NO-OX-ID GREASE PADLOCKS TAGS PAINT PAINT BRUSHES
020.1360016.1	1	27.18	27.18	PACKAGE SAFETY FOR BURCO CONTAINERS COMPLETE WITH ONE EACH SAFETY LOCK TAG 3-1/4" X 4-1/4" DOUBLE SIDED RED WITH WHITE LETTERS AND ONE EACH SIGNAL H10 PADLOCK (020.8000067.1) BURCO P/N 846-0003
020.1360104.1	1	1613.69	1613.69	LAYOUT AC METER SERVICE WITH 30' POLE CSX DWG SS351 SH 2 ITEMS 1 TO 40 W/100A LOAD CTR WITH UP TO #2 AWG WIRE CAPABILITY -INCLUDES 2P70A BREAKER-P/N 212-0009
020.3901895.1	2	122.65	245.30	TIP FLEX HWY CROSSING GATE 24 IN LONG ENGINEERING GRADE RED & WHITE STRIPES W/2 MTG BOLTS & INSTALL INSTRUCTIONS ONE SMALL & ONE LARGE RIBBED ADAPTERS USE W/FIBERGLASS GATE ARMS TIP MADE BY MARCUM DEVELOPMENT CO, MARCUM P/N RAC-230RFK
020.3920200.1	2	180.10	360.20	BELL GCWD ELECTRONIC 4" OR 5" MAST 8 TO 13 VOLTS DC GSI PN EB-3-360-5 ASC PN 81848
020.3930010.1	2	3.70	7.40	KIT GATE ARM WARNING STICKER KIT INCLUDES 1-EA 5"X3" STICKER 1-EA 5"X3" PADLOCK TAG 2-EA 11"X3" STICKER PER SS222
020.4200340.1	40	1.74	69.60	LINK TEST ASSEMBLY 1" CENTERS YELLOW INSULATOR ON OFFSET LINK DOES NOT REQUIRE BRASS TEST NUT, TDH SOLUTIONS P/N 800-0112
020.4200900.1	6	0.22	1.32	CONNECTOR SHEATHING AMP 329860 FOR NO. 14 WIRE
020.4201042.1	20	0.14	2.80	NUT HEX BINDING (RSA NUT) AAR 14.1.11-6 14-24 NS-2 THD CONE SHAPE BRASS NICKLE PLATED FOR AAR BINDING POST W/14-24 THD SAFETRAN 023831 TDH SOLUTIONS 800-0005
020.4201043.1	150	0.10	15.00	NUT HEX CLAMP (FLAT NUT) AAR 14.1.11-7 14-24 NS-2 THD FLAT BRASS NICKEL PLATED FOR AAR BINDING POST W/14-24 THD SAFETRAN 023832 TDH SOLUTIONS 800-0006
020.4201044.1	100	0.08	8.00	WASHER AAR 14.1.11 ROUND COPPER NICKEL PLATED FOR AAR NO 14 BINDING POST SAFETRAN 023834 TDH SOLUTIONS 800-0007
020.7300030.1	2	193.69	387.38	BRACKET BELL FITS SAFETRAN JUNCTION BOX MOUNT, 5" BENT ALUM PIPE, TDH SOLUTIONS P/N 730-0030
020.9999991.1	1	100.00	100.00	BLOCKING AND BRACING FOR PROJECTS BURCO DIST
250.0001836.1	1	44.98	44.98	BREAKER CIRCUIT SQ D QO260

CSX TRANSPORTATION
Signal Project Estimation

Field Material List for CSX Project: TBD (Effective: 06/22/2023)
SVE 851.54 - E. Main Street

CATALOG_NUM	QTY	Unit Price	COST	SHORT_DESC
250.0012228.1	3	4.57	13.71	TAPE BLACK ELECTRIC 3/4" X 66' 3M "SUPER 33 PLUS"
360.0006100.1	1	33.60	33.60	STOOL STEP WOOD 14"X 20" SIGNAL MAINTAINERS CSXT DRAWING SKSS91-01
360.0800145.1	1	7.12	7.12	BROOM WAREHOUSE CORN HVY DUTY 1-1/8" DIA HANDLE
470.0060318.1	1	15.14	15.14	FOAM SEALANT CF-116 SINGLE 16 OZ CAN INCLUDES ONE EACH DISPOSABLE NOZZLE HILTI P/N 314722
020.0056823.1	1	19.34	19.34	TAPE UG RED CABLE MARKER IMPRINT TO READ "CAUTION BURIED SIGNAL CABLE BELOW CSX TRANSPORTATION" REEF IND INC TERRATAPE 0911456 1000 ROLL
020.0052475.1	4	11.15	44.60	ARM EXTENSION 10-1/2" ALUM WITH 3/8" DIAMETER MOUNTING HOLES INCLUDES 1 EA 5/16"-18 X 1" SS BOLT AND NUT 2 EA SS FLAT WASH 1 EA SS LK WASH USE TO OFFSET SIGN FROM MAST CSX SS225 DETAIL 225XX KORMAN P/N CCSX2473
020.0052470.1	4	9.74	38.96	ARM EXTENSION 10-1/2" ALUM WITH 11/16" DIAMETER MOUNTING HOLES INCLUDES 1 EA 5/8"-11 X 2-1/2" SQ HD SS BOLT AND HEX NUT 2 EA SS FLAT WASH 1 EA SS LK WASH USE TO OFFSET SIGN FROM MAST CSX SS225 DETAIL 225XX SAFETRAN P/N 071367-X85S
020.9400041.1	2	21057.46	42114.92	CANTILEVER HIGHWAY CROSSING COMBO CANTILEVER 16' ARM /LESS LIGHTS P/N94CSXCOMB16S PROGRESS RAIL LINCOLN
020.9400018.1	2	1455.98	2911.96	LIGHT TIP 2 WAY P/N 94CSXT51050311 PROGRESS RAIL LINCOLN
020.9400021.1	2	1342.13	2684.26	LIGHT MAST 2 WAY P/N 94CSXM51050304 PROGRESS RAIL LINCOLN
020.9400059.1	2	800.00	1600.00	GATE ALUMINUM FIBER GLASS GATE ARM W/ LED GATE LIGHTS 19 TO 24' P/N 94CSXGATEASSY24 PROGRESS RAIL LINCOLN

Total Cost: $ 74,726.46

CSX TRANSPORTATION
Signal Project Estimation

Consumable Material List for CSX Project: TBD (Effective: 06/22/2023)
SVE 851.54 - E. Main Street

CATALOG_NUM	QTY	Unit Price	COST	SHORT_DESC
020.0017605.1	350	0.33	115.50	WIRE CASE 10 AWG FLEX CSX SPEC SS796 OKONITE P/N 152-11-3038 FURNISH 1000 FT SPOOL SHOW LENGTH ON EACH SPOOL
020.0017607.1	500	0.90	450.00	WIRE CASE TW PR NO 10 AWG FLEX CSX SPEC SS796 TWIST 2 TURNS PER FT FURNISH ON 500 FT SPOOLS OKONITE P/N 152-11-3039
020.0017625.1	150	0.55	82.50	WIRE CASE TWISTED PAIR AWG #14 FLEX TWIST 2 TURNS PER FT FURNISH ON 500 FT SPOOLS OKONITE P/N 152-11-3025
020.0017630.1	200	0.15	30.00	WIRE CASE NO 16 AWG FLEX CSX SPEC SS796 FURN 1000 FT SPOOL SHOW LENGTH ON EACH SPOOL OKONITE P/N 152-11-3002
020.0017636.1	130	0.96	124.80	WIRE SIGNAL AWG 6 STRANDED COPPER, T&C BLUE, FOR BATTERY CONNECTIONS OKONITE P/N 152-11-3015 STD PKG 250 PER REEL
020.0028610.1	100	0.24	24.00	TERMINAL RING PANDUIT PN12-14HDR-D YELLOW NYLON HVY DUTY 1/4 IN STUD WIRE SIZE 16-14 AWG DO NOT SUBSTITUTE USE ON VITAL SIGNAL CIRCUITS
020.0053510.1	1	208.13	208.13	KIT 240V AC EMERGENCY GENERATOR CABLE AND RECEPTACLE FOR PTMW HOUSE/CASE COMPLETE WITH 20' GENERATOR CABLE, 240V/30A RECEPTACLE AND RECEPTACLE WEATHER RESISTANT COVER PLATE TDH SOLUTIONS P/N 830-0023
020.1360540.1	1	71.65	71.65	BREAKER MAIN/GENERATOR BACKFEED RETAINING GENERATOR INTERCONNECT SWITCH KIT USE IN PTMW HOUSES SQUARE D P/N PK4DTIM4LA
020.1710055.1	600	2.00	1200.00	CONDUIT SDR 13.5 4" ORANGE POLYETHYLENE 750 FT REELS W/ PULL TAPE TRENCHLESS TECHNOLOGY PRODUCTS ASTM D-3035 O.D. 4.500 I.D. 3.834 MIN/MULT ORDER QTY 750 FT
020.3261970.1	2	9.41	18.82	DECAL (DO NOT ORDER, CALL SIGNAL SHOP) ASSY 2" BLACK PRESSURE SENSITIVE VINYL PRE-MASKED SERIES "C" CHARACTERS USE ON RELAY CASES HOUSES AT HWAY CROSSING LOCS FURNISH FROM JR DEPRIEST SIG SHOP
020.4200880.1	2	0.53	1.06	CONNECTOR TERMINAL 2-3/8" CENTERS AAR 14.1.15-4 NICKEL PLATED COPPER NON-ADJUST STRAP SAFETRAN 023839-1 NEG -982238
020.4200892.1	27	0.54	14.58	CONNECTOR TERMINAL 1" CENTERS AAR 14.1.15-3 NICKEL PLATED COPPER CONNECTOR ONLY 2 HOLE FLAT 1-9/16" OVERALL SAFETRAN 023839-2 NEG -872231
020.4251190.1	120	0.15	18.00	TERMINAL RING PANDUIT PV10-14RD YELLOW VINYL SIZE 10-12 AWG 1/4" STUD SIZE DO NOT SUBSTITUTE FOR VITAL SIGNAL CIRCUITS (REPLACED BLACK AMP TERMINAL)
020.4251290.1	30	0.55	16.50	TERMINAL RING PANDUIT PV6-14R-T BLUE VINYL SIZE 6 AWG 1/4" STUD SIZE (REPLACED BLUE AMP TERMINAL)
020.4251295.1	6	0.55	3.30	TERMINAL RING PANDUIT PV6-38R-T BLUE VINYL SIZE 6 AWG 3/8" STUD SIZE (REPLACED BLUE AMP TERMINAL)
020.9999992.1	1	50.00	50.00	HOUSE SIGNAL HANDLING CHARGE BURCO DISTRIBUTION
450.0019212.1	100	0.03	3.00	SCREW SHEETMETAL PAN HD 10 X 1" TYPE A COARSE THREAD PHILLIPS BOWMAN 32096 MIN/MULT ORD QTY 50
020.1000354.1	1	6738.38	6738.38	HOUSE SIGNAL 6FT X 6FT WITH PTC UPGRADE PTMW P/N 91000354
022.0004228.1	1	436.00	436.00	MODEM CELL VERIZON RAVEN X WITH DC POWER CORD IC LOGIC P/N V4228-VD
023.0060426.1	1	16.50	16.50	KIT CDMA MODEM CABLE INCLUDES STC 2300-517 SYSTEM INTERFACE ACCESS CABLE AND DB9 MALE TO DB9 FEMALE STRAIGHT THROUGH CABLE USE WITH STC NG SYSTEM WITH RAVEN CDMA MODEM STC P/N 2300-531
	30	50.00	1500.00	FILL MATERIAL
	10	80.00	800.00	WALKWAY ROCK

CSX TRANSPORTATION
Signal Project Estimation

Consumable Material List for CSX Project: TBD (Effective: 06/22/2023)
SVE 851.54 - E. Main Street

CATALOG_NUM	QTY	Unit Price	COST	SHORT_DESC

Total Cost: $ 11,922.72

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES ANNUAL MAINTENANCE COSTS

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
451353-1-57-01	E Main Street	Polk	478 (16110-2801)	D126 040 B

COMPANY NAME: CSX Transportation, Inc.

A. FDOT/AAR XING NO.: 623086H RR MILE POST TIE: SVE 851.54

B. TYPE SIGNALS PROPOSED: IV: CFL&G CLASS: III DOT INDEX: 509-070

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

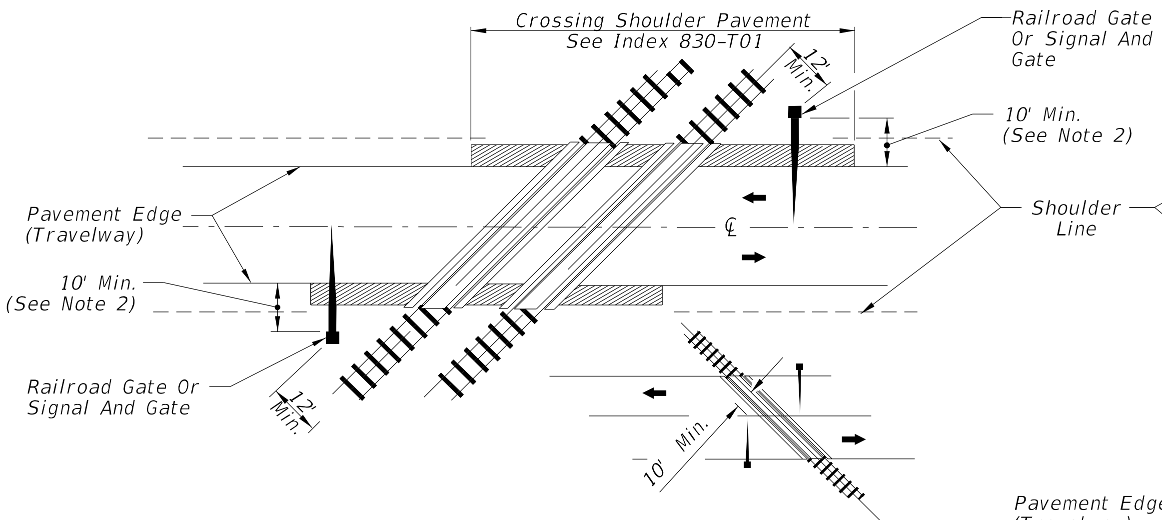
Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	COST*
I	2-Quadrant Flashing Lights with One Track	$2,608.00
II	2-Quadrant Flashing Lights with Multiple Tracks	$3,451.00
III	2-Quadrant Flashing Lights and Gates with One Track	$3,934.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	$4,940.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	$7,777.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	$9,759.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
Public Railroad-Highway Grade Crossing Costs

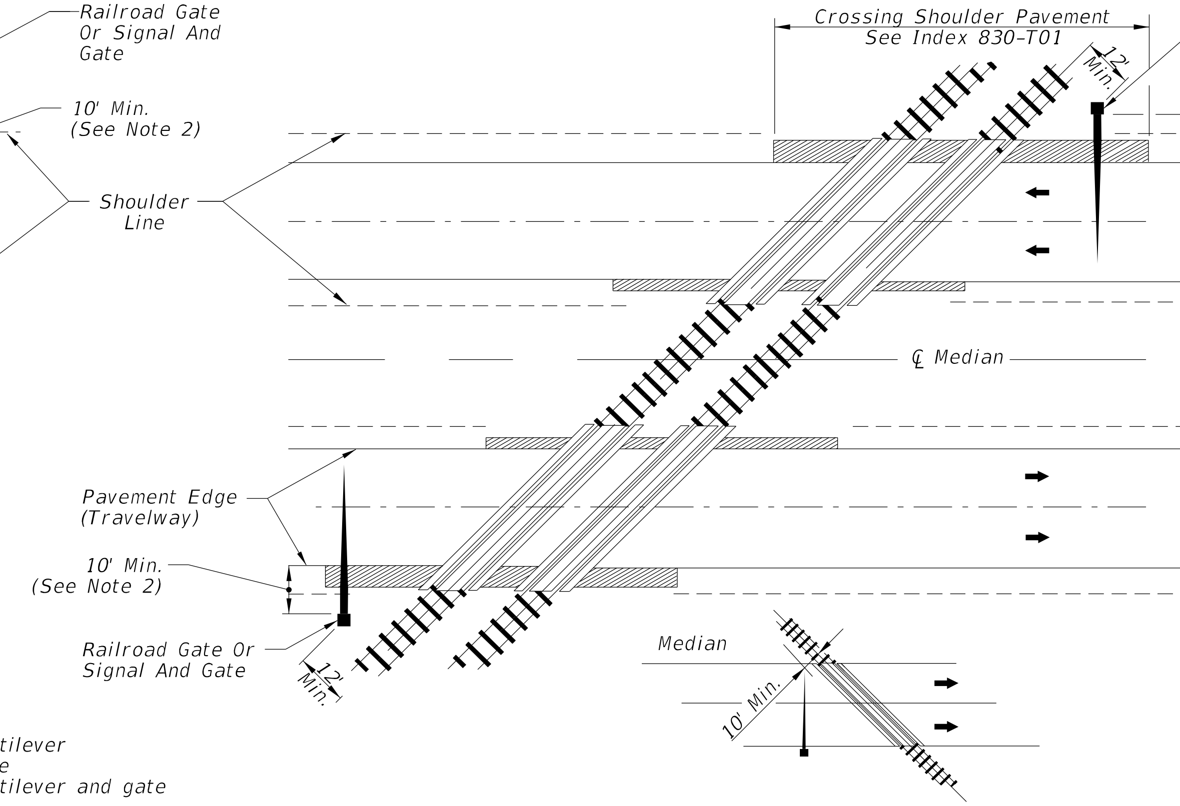
EFFECTIVE DATE: July 22, 1982
GENERAL AUTHORITY: 334.044, F.S.
SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2021 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.



SIGNAL PLACEMENT AT RAILROAD CROSSING

(2 - LANE DESIGN)



SIGNAL PLACEMENT AT RAILROAD CROSSING

(4 - LANE DESIGN)

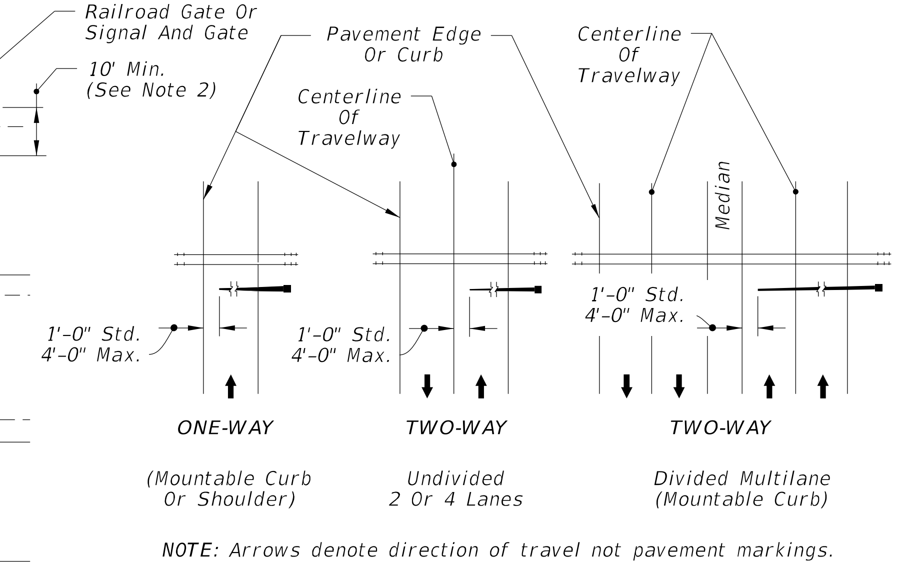


FIGURE 1

GENERAL NOTES:

1. No guardrail is proposed for signals; however, some form of impact attenuation device may be specified for certain locations.

2. Advance flasher to be installed when and if called for in Plans or Specifications.

3. Top of foundation shall be no higher than 4" above finished shoulder grade.

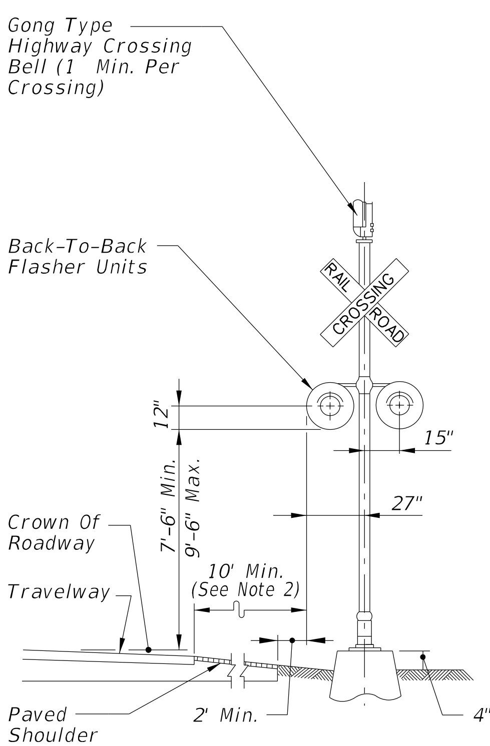
4. Type of traffic control device
   - I Flashing warning devices
   - II Flashing warning devices with cantilever
   - III Flashing warning devices with gate
   - IV Flashing warning devices with cantilever and gate
   - V Gate

5. Class of traffic control devices (Not Shown)
   - I 2 Quadrant flashing warning devices-one track
   - II 2 Quadrant flashing warning devices-multiple tracks
   - III 2 Quadrant flashing warning devices and gates-one track
   - IV 2 Quadrant flashing warning devices and gates-multiple tracks
   - V 3-4 Quadrant flashing warning devices and gates-one track
   - VI 2-4 Quadrant flashing warning devices and gates-multiple tracks

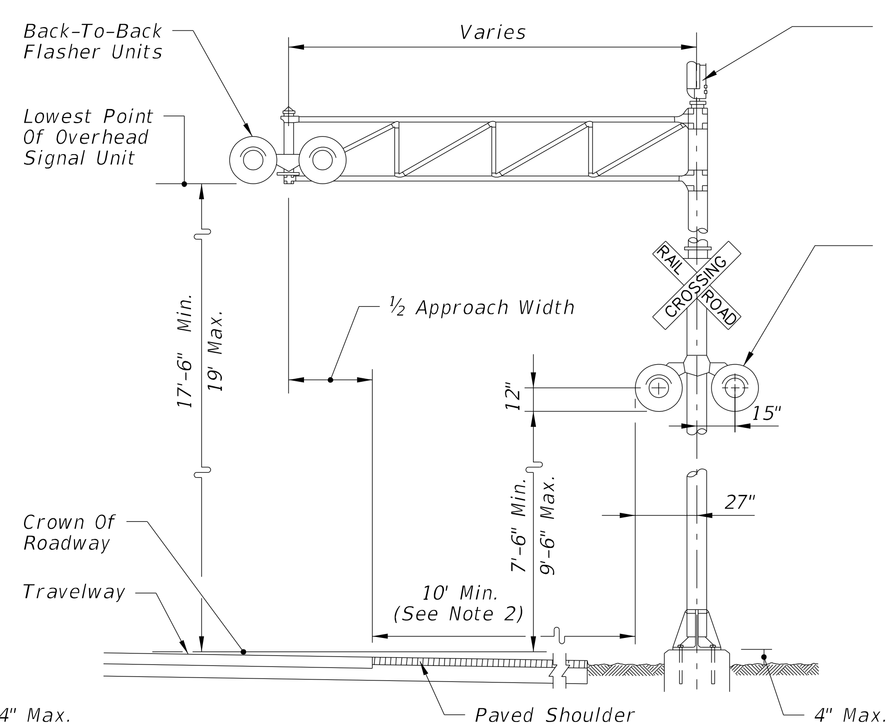
NOTE:

1. Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.

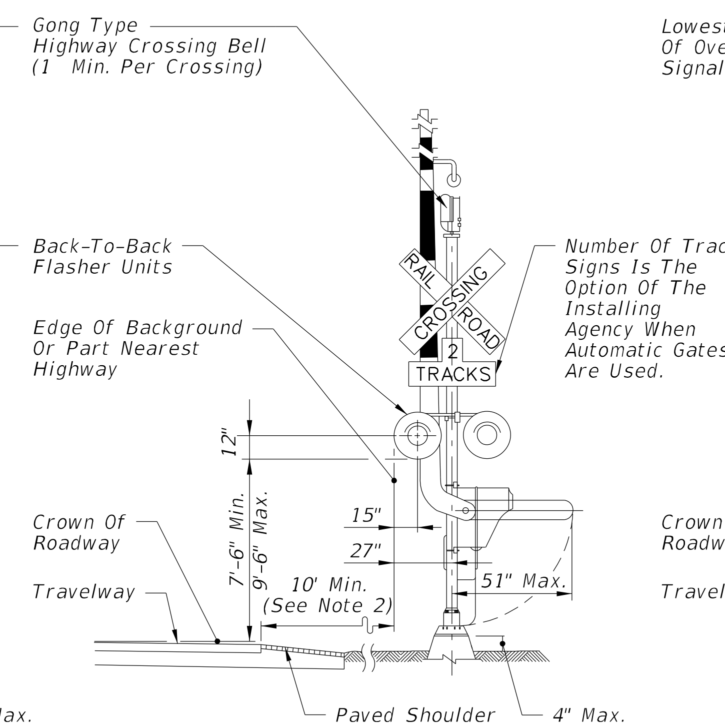
2. When 10' is deemed impractical the control device can be located as close as 2' from the edge of a paved shoulder but not less than 6' from the edge of the near traffic lane.



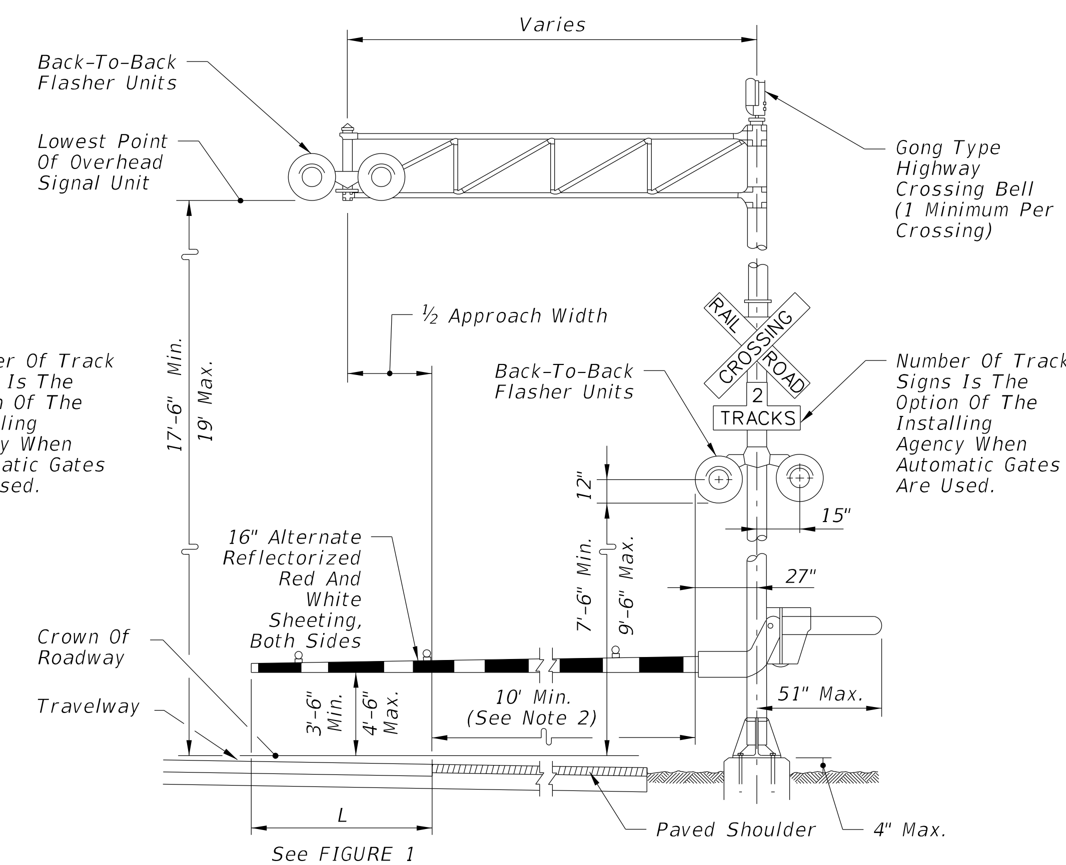
TYPE I



TYPE II



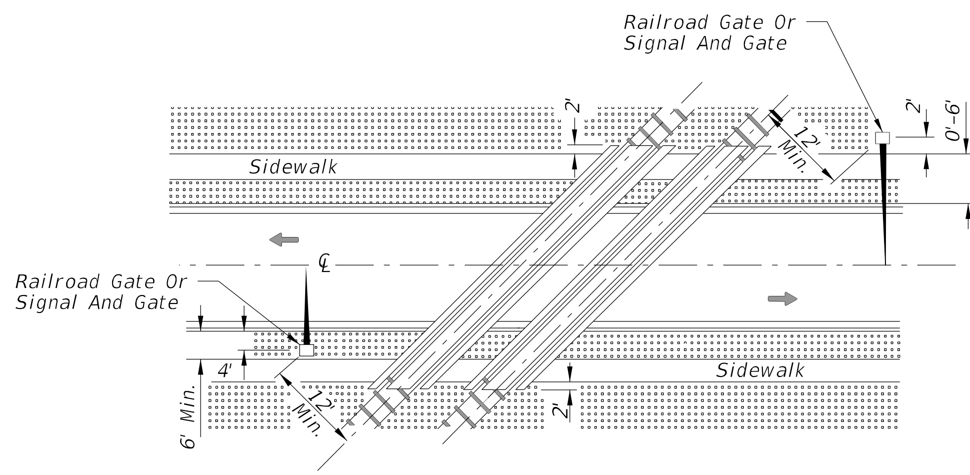
TYPE III AND TYPE V



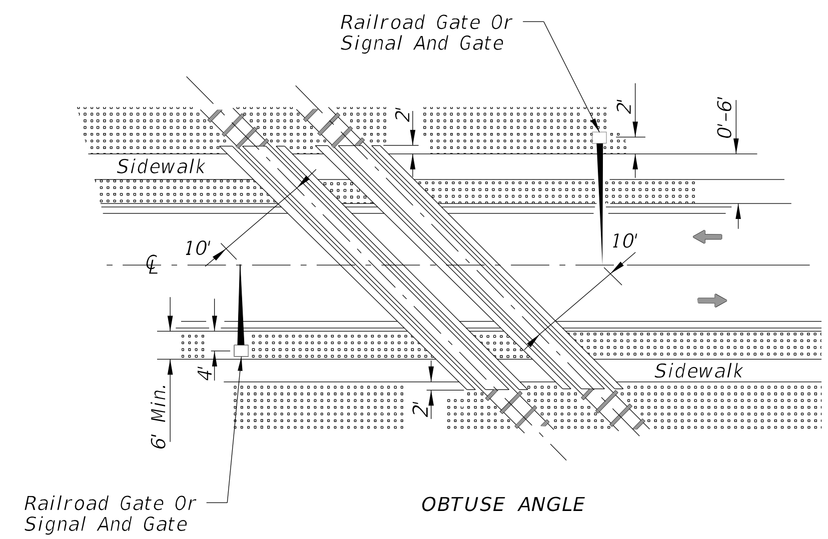
TYPE IV AND TYPE VI

TRAFFIC CONTROL DEVICES FOR FLUSH SHOULDER ROADWAY

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2023-24 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX	SHEET
02/05/21						509-070	1 of 3



ACUTE ANGLE (AND RIGHT ANGLE)



OBTUSE ANGLE

SIGNAL PLACEMENT AT RAILROAD CROSSING

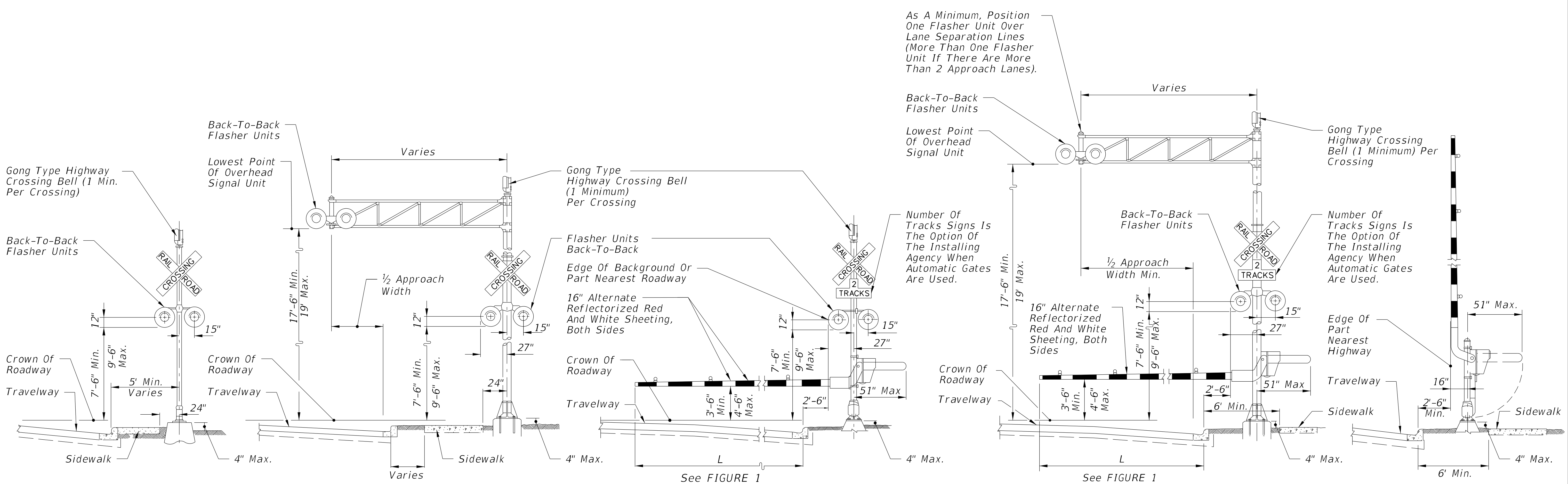
(2 LANES, CURB & GUTTER)

SIGNAL PLACEMENT AT RAILROAD CROSSING

(2 LANES, CURB & GUTTER)

NOTES:

1. The location of flashing warning devices and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6".
3. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk. 0' to 6' - Locate device outside sidewalk. Over 6' - Locate device between face of curb and sidewalk.
4. Stop line to be perpendicular to edge of roadway, approx. 15' from nearest rail; or 8' from and parallel to gate when present.
5. When a cantilevered-arm flashing warning device is used, the minimum vertical clearance shall be 17'-6" from above the Crown of Roadway to the Lowest Point of the Overhead Signal Unit.



TYPE I

TYPE II

TYPE III

TYPE IV

TYPE V

TRAFFIC CONTROL DEVICES FOR CURBED ROADWAY

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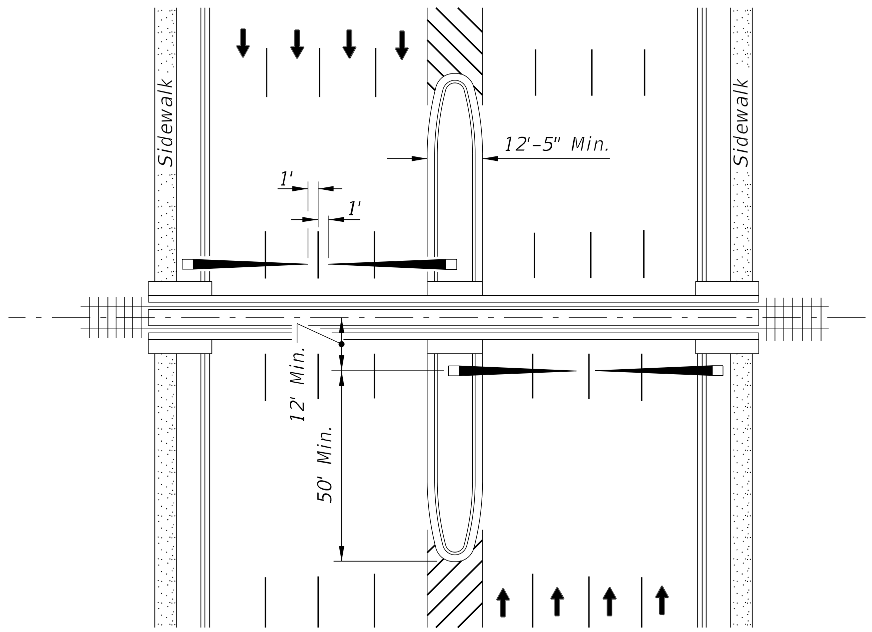
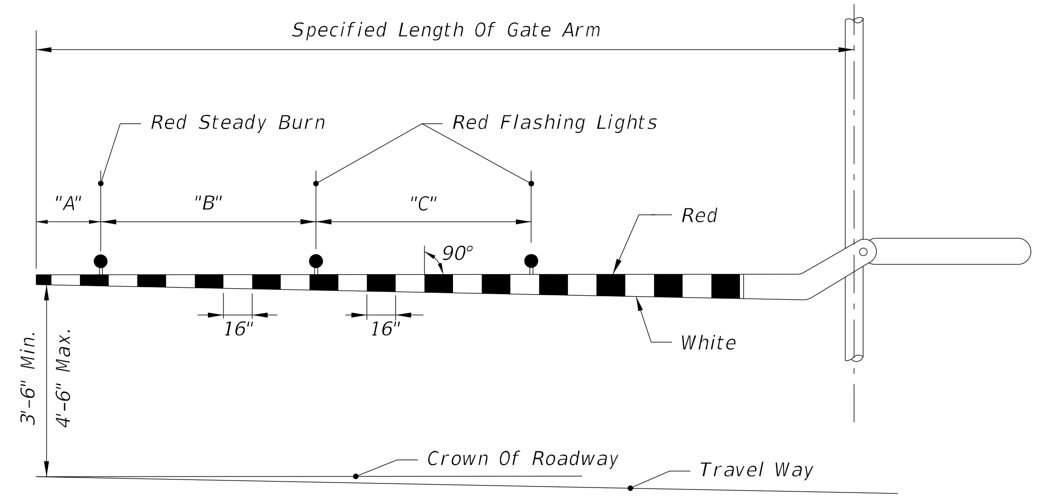
LAST REVISION	REVISION	DESCRIPTION:		FY 2023-24 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX	SHEET
02/05/21			FDOT			509-070	2 of 3

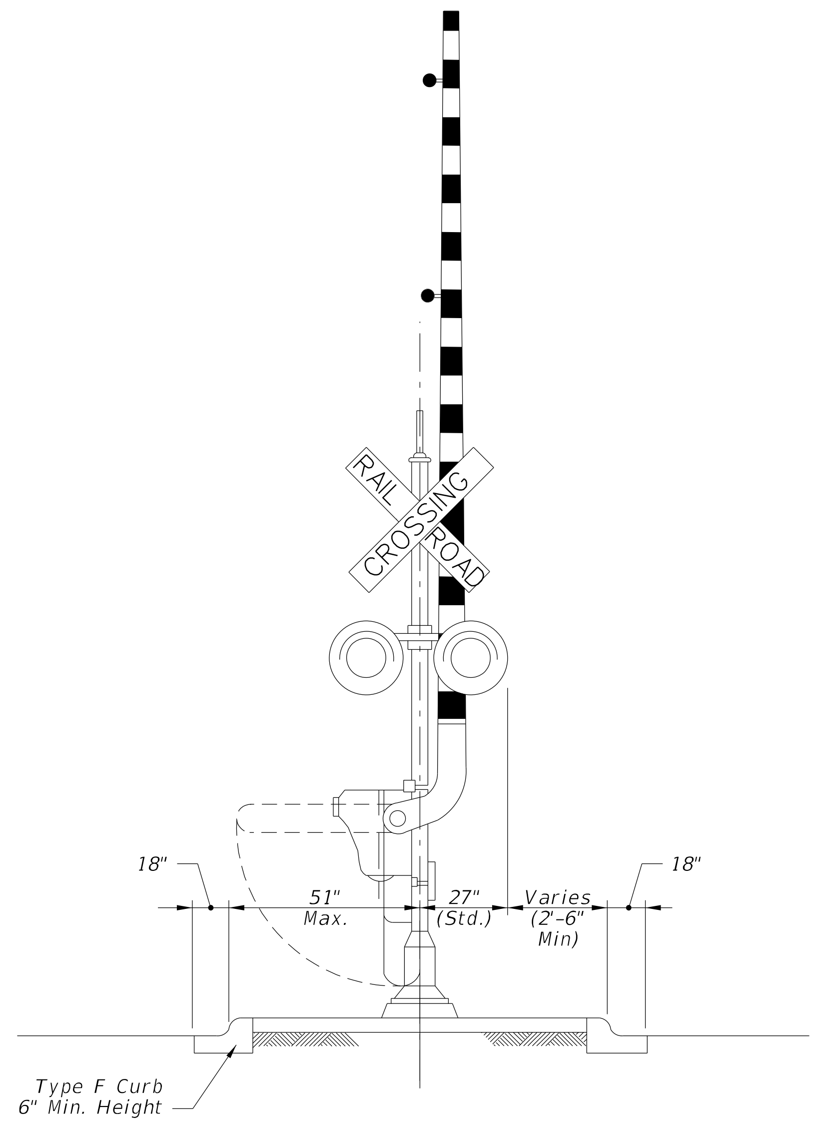


PLAN



GATE ARM DETAIL

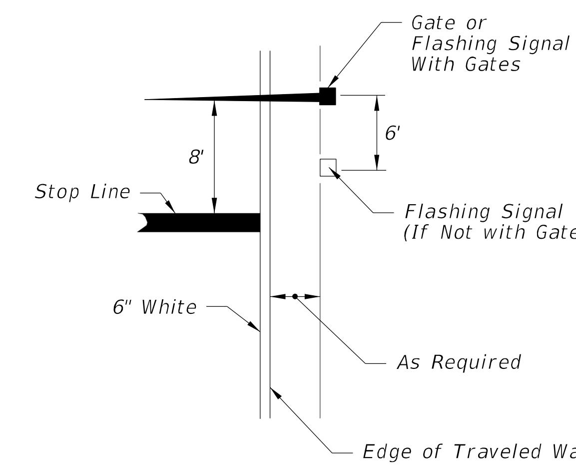
RAILROAD GATE ARM LIGHT SPACING			
Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 And Over	36"	10'	10'



MEDIAN SECTION AT SIGNAL GATES

NOTE:

For additional information see the "Manual On Uniform Traffic Control Devices", Part 8; The "Traffic Control Handbook" , Part VIII; and AASHTO "A Policy On Geometric Design Of Streets And Highways".



MEDIAN SIGNAL GATES FOR MULTILANE UNDIVIDED URBAN SECTIONS
(Three or More Driving Lanes in one Direction, 45 mph or less)

RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

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