Polk County Board of County Commissioners

Meeting Agenda - Final-revised

February 06, 2024 Regular BoCC meeting

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

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

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

CALL TO ORDER - 9:00 a.m. (BILL BRASWELL, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (BILL BRASWELL, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

B. CEREMONIAL PROCLAMATIONS

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

C.1. Comments.

D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda.

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

E.1. Disbursements.

E.2. Minutes of Regular Board meeting held on January 23, 2024.

F. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY

G. COUNTY ATTORNEY (RANDY MINK)

H. COUNTY MANAGER (BILL BEASLEY)

H.1. Approve the contract with The Haley Center, Inc. for the proposed purchase of a medical office building. (Total amount not to exceed $1,600,000 for the term of the agreement)

H.2. Approve Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT), Resolutions, CIP Amendment and Resolution to amend the FY 23/24 Budget to fund the construction phase of the Minor Streetscape Improvement Project for East Orange Avenue and East Crystal Avenue. ($800,000.00 one-time revenue)

H.3. Approve construction contract with Kamminga & Roodvoets, Inc. for the Driftwood Drive drainage improvements project ($558,436.20 one-time expense from American Rescue Plan Funds)

H.4. Approve Amendment No. 1 to Agreement 2022-025 with Hazen and Sawyer, P.C. to provide professional engineering services for septage receiving stations ($727,049.00 one-time expense from American Rescue Plan Funds)

I. COMMISSIONER DISTRICT 1 (GEORGE LINDSEY)

I.1. Commissioner Lindsey Comments.

J. COMMISSIONER DISTRICT 2 (RICK WILSON)

J.1. Commissioner Wilson Comments.

K. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO)

K.1. Commissioner Santiago Comments.

L. COMMISSIONER DISTRICT 5 (NEIL COMBEE)

L.1. Commissioner Combee Comments.

M. COMMISSIONER DISTRICT 3 (BILL BRASWELL, CHAIR)

M.1. Chair Braswell Comments.

N. LAY BOARD APPOINTMENTS

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

* County Attorney opening comments

O.1. Public Hearing (LDCT-2023-21 Graceway Thornhill INST Appendix E Text amendment) (First Reading) to consider an ordinance adopting a Land Development Text Amendment to amending Appendix E of the Land Development Code to remove the southern 30 feet of the subject site and the NAC in Appendix E (Parcel Specific Land Use). This case is related to LDCPAS-2023-20 which is a Future Land Use designation change on 5.8 +/- acres from Residential Low (RL), Neighborhood Activity Center (NAC), and Business Park Center (BPC) to Institutional (INST) and amend text in Appendix 2.135. (No Fiscal Impact)

P. PUBLIC HEARINGS

P.1. Public Hearing (LDCT-2023-15 Mine and Mill Text Amendment) (First Reading) to consider the adoption of an applicant-initiated request to add additional property to a conditional Comprehensive Map Amendment in Appendix E of the Land Development Code (LDC) to allow the applicant to apply for a Conditional Use request for Construction Aggregate, Processing and Storage in an Industrial (IND) land use district.

P.2. Public Hearing (LDCT-2023-7 Planned Development Text) (Adoption Hearing) to considered amendments to the current Planned Development (PD) requirements in Section 303 of the Land Development Code. This amendment includes changes to multiple chapters of the code including Chapters 2, 3, 4, 9, and 10.

P.3. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Two Traffic Calming Devices (Speed Humps) on Ware Avenue, Near Winter Haven. (estimated $10,000.00 one-time expense)

P.4. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Four Traffic Calming Devices (Speed Humps) on Camp Gilead Drive, Near Polk City. (estimated $20,000.00 one-time expense)

P.5. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Four Traffic Calming Devices (Speed Humps) on Rocky Point Road, Near Lake Wales. (estimated $20,000.00 one-time expense)

P.6. Public Hearing to Consider Adoption of a Resolution to vacate a portion of platted, unopened, and unmaintained right-of-way (alley) as shown on the map of Haskell, Highland City, Florida. (No fiscal impact)

P.7. Public Hearing to Consider Adoption of an Ordinance granting an Economic Development Ad Valorem Tax Exemption to an expanding business, Publix Super Markets, Inc., and approval of a Performance Agreement with the company.

P.8. Public Hearing to Consider Adoption of an Ordinance granting an Economic Development Ad Valorem Tax Exemption to an expanding business, Novaphos Development, LLC, and approval of a Performance Agreement with the company.

P.9. Economic Development Impact Fee Mitigation Agreement with Novaphos Development, LLC (estimated $10,206 impact fee revenue loss)

Q. WORK SESSION ITEMS

R. CONSENT AGENDA ITEMS

R. COMMISSIONER DISTRICT 1

R. COMMISSIONER DISTRICT 2

R. COMMISSIONER DISTRICT 3

R. COMMISSIONER DISTRICT 4

R. COMMISSIONER DISTRICT 5

R. COUNTY COMPTROLLER

R.1. Removal of equipment from inventory as listed on Blanket Removal Form 2187.

R. COUNTY MANAGER

R. ECONOMIC DEVELOPMENT

R. TOURISM/SPORTS MARKETING

R. OFFICE OF PLANNING & DEVELOPMENT

R.2. SET HEARING: (LDCPAL-2023-9 RCC Text Change) to policies in Objective 2.110-B (Rural Cluster Centers) and Policies 2.110-J1 & L3. The suggested transmittal date is February 20, 2024, at 9:30 a.m. and the adoption hearing date is April 16, 2024, at 9:30 a.m.

R.3. SET HEARING: (LDCPAS-2023-20 Graceway-Thornhill Road INST CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 5.8+/- acres from Residential Low (RL), Neighborhood Activity Center (NAC), and Business Park Center (BPC) to Institutional (INST) in the Transit Supportive Development Area (TSDA). This case is related to LDCT-2023-21 amending text in Appendix E in the Land Development Code (Parcel Specific Land Use). The suggested adoption hearing date is February 20, 2024, at 9:30 a.m.

R.4. SET HEARING: (LDCPAS-2023-27 St. Matthews CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 29.34+/- acres from Residential Medium (RM) to Institutional (INST) in the Urban Growth Area (UGA). The suggested adoption hearing date is February 20, 2024, at 9:30 a.m.

R.5. SET HEARING (LDCT-2023-14 US 27 SAP RACX Storage & Car Wash) to consider the adoption of a request to add "Self-Storage Facility" and "Full-Service Car Wash" to the Use Table for the Regional Activity Center (RACX) land use district in the US 27 Selected Area Plan (SAP). The suggested hearing dates are for the first reading on February 20, 2024, at 9:30 a.m. and the second reading on March 5, 2024, at 9:30 a.m.

R.6. SET HEARING: (LDWA-2023-58 Silver Fox Path Access Waiver) to consider approval of a Waiver to Chapter 8, Section 821.A of Polk County's Land Development Code (LDC) to provide access through a platted residential lot with the intent of creating four (4) residential lots. The suggested adoption date is date is February 20, 2024, at 9:30 a.m.

R.7. Approve the release of a cash surety in the amount of $2,215.95 for Evergreen on Lake Idylwild Driveway. (No fiscal impact)

R.8. Approve the release of a cash surety in the amount of $430.00 for Tyson's Car Wash. (No fiscal impact)

R.9. Approve the release of a warranty and surety in the amount of $112,816.34 in the form of Maintenance Bond No. 30152623 for Parkside. (No fiscal impact)

R.10. Accept Performance Surety in the amount of $1,999,648.70 in the form of Performance Bond No. 024271742 for Hancock Crossing. (No fiscal impact)

R.11. To consider an Impact Fee Credit Agreement between Cottages at Lake Hamilton, LLC and Polk County in the amount of $318,976.70 for related transportation improvements at the intersection of W. Lake Hamilton Drive and Lucerne Park Road (SR544)

R. BUILDING

R. DEPUTY COUNTY MANAGER

R. BUDGET & MANAGEMENT SERVICES

R.12. Approve an amended American Rescue Plan Fund Agreement with Aerospace Center for Excellence, Inc. (No Fiscal Impact)

R. PROCUREMENT

R. COMMUNICATIONS

R.13. Future Business Leaders of America Week Proclamation

R.14. Polk County Agri-Fest Weeks Proclamation

R. COOPERATIVE EXTENSION SERVICES

R. HEALTH & HUMAN SERVICES

R.15. Approve Modification State Housing Initiatives Partnership (SHIP) Rehabilitation program Homeowner Assistance Agreement and Grant Agreement for the property located in Haines City, FL for Case# RC22-SHIP-020. ($1,031.00 one-time expense).

R. EQUITY & HUMAN RESOURCES

R. INFORMATION TECHNOLOGY

R. CODE ENFORCEMENT

R. COURT SERVICES

R. RISK MANAGEMENT

R. INDIGENT HEALTH CARE

R. FACILITIES MANAGEMENT

R. FLEET MANAGEMENT

R. PARKS & NATURAL RESOURCES

R. FIRE RESCUE

R. EMERGENCY MANAGEMENT

R. REAL ESTATE SERVICES

R.16. Accept Drainage Easement from Polk County Fraternal Order of Police, Inc. in conjunction with drainage improvements in the area of W. Brannen Road. (No Fiscal Impact)

R.17. Accept Quit Claim Deed for property being donated for conservation preservation, Tuttle parcel. (No fiscal impact)

R.18. Accept instrument for additional rights-of-way along Powerline Road and East Johnson Avenue as requested through the Development Review Process. (No fiscal impact)

R.19. Authorize a County Deed to LHRV Park, LLC for the conveyance of a portion of an unassessed parcel at the end of Catfish Street. (No fiscal impact)

R. ROADS & DRAINAGE

R.20. Adopt a Resolution Setting Parking Restrictions on Glenco Drive, near Davenport ($232.21 one-time expense)

R.21. Adopt a Resolution Setting Speed Limits on Oak Run Circle and Oak Run Drive, Within the Oak Run Subdivision, near Lakeland. ($100.07 one-time expense)

R. UTILITIES

R. WASTE & RECYCLING

R. ELECTED OFFICIAL AND OTHER GOVERNMENTAL AGENCY

R. COURT RELATED

R. POLK COUNTY PROPERTY APPRAISER

R. POLK COUNTY SHERIFF

R. POLK COUNTY SUPERVISOR OF ELECTIONS

R. POLK COUNTY TAX COLLECTOR

R. SUPERINTENDENT OF POLK COUNTY SCHOOLS

R. WORKFORCE DEVELOPMENT BOARD

R. COUNTY ATTORNEY

R.22. Consider adoption of a resolution authorizing the County's Real Estate Services Administrator and his designated agents to purchase property through tax deed and judicial sales in conjunction with necessary land acquisition relating to proposed public infrastructure improvements. (No fiscal impact)

R.23. Approve Agreement for Professional Services with Allen Norton & Blue for review of the management of the Fire Rescue Division. (Fiscal Impact Not to Exceed $100,000).

ANNOUNCEMENTS

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

- Tuesday, February 6, 2024 – 6:00 p.m. – Sidewalk Advisory Committee will meet in the Multi-Purpose Room, Room 413, Fourth Floor.

- Wednesday, February 7, 2024 – 9:00 a.m. – Planning Commission will conduct a work session, prior to its regularly scheduled meeting, in the County Commission Boardroom.

- Thursday, February 8, 2024 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, Polk County Administration Building.

- Thursday, February 8, 2024 – 9:00 a.m. – Transportation and Planning Organization (TPO) Board Meeting will be held in the County Commission Boardroom.

- Thursday, February 8, 2024 – 12:00 p.m. – Youth Leadership Lake Wales Luncheon will be held in the Multi-Purpose Room, Room 413, Fourth Floor.

- Tuesday, February 13, 2024 – 7:30 a.m. – Technical Advisory Group (TAG) for Polk County Environmental Lands Program will gather in the parking lot of the Parks & Natural Resources Office, 4177 Ben Durrance Road, Bartow. Contact tabithabiehl@polk-county.net for details.

- Wednesday, February 14, 2024 – 7:30 a.m. – Technical Advisory Group (TAG) for Polk County Environmental Lands Program will gather in the parking lot of the Parks & Natural Resources Office, 4177 Ben Durrance Road, Bartow. Contact tabithabiehl@polk-county.net for details.

- Wednesday, February 14, 2024 – 8:30 a.m. – Lakeland Area Mass Transit District (LAMTD) Board of Directors meeting will be held at 1212 George Jenkins Boulevard, Lakeland.

- Wednesday, February 14, 2024 – 4:00 p.m. – Central Florida Development Council (CFDC) Board Meeting will be held at the CFDC Offices, 1725 Bartow Road, Lakeland.

- Thursday, February 15, 2024 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, Polk County Administration Building.

- Thursday, February 15, 2024 – 9:00 a.m. – Special Magistrate of the Code Enforcement Unit will meet in the County Commission Boardroom.

- Thursday, February 15, 2024 – 9:30 a.m. – Deferred Compensation Committee will meet in the Commissioners' Conference Room, Room 407.

• Friday, February 16, 2024 – 9:00 a.m. – Board/Staff Agenda Review meeting to discuss the Agenda and any other matters that may come before the Board will be held in the Commissioners' Conference Room, Room 407.

Agenda Item D.1. 2/6/2024

SUBJECT

Approve Consent Agenda.

DESCRIPTION

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

RECOMMENDATION

Approve Consent Agenda.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

Agenda Item E.1. 2/6/2024

SUBJECT

Disbursements.

DESCRIPTION

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

RECOMMENDATION

Approve and ratify disbursements.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

APPROVE AND RATIFY

Payroll Check Numbers	**02562**	**thru**	**02599**
In the Amount of	**$45,091.50**		
# of Direct Deposits	**2635**		
In the Amount of	**$4,011,399.27**		
Dated	**January 26, 2024**		
Wire and Electronic Fund Transfers	**$39,187,537.13**		
Dated	**January 23, 2024**	**thru**	**February 5, 2024**
Invoice Checks Numbered	**452597**	**thru**	**453388**
Totaling	**$17,364,750.27**		
Dated	**January 23, 2024**	**thru**	**February 5, 2024**

Request approval of minutes of Regular Board Meeting held on January 23, 2024

Agenda Item E.2. 2/6/2024

SUBJECT

Minutes of Regular Board meeting held on January 23, 2024.

DESCRIPTION

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

RECOMMENDATION

Approve minutes.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

Polk County Board of County Commissioners

Meeting Minutes - Draft

January 23, 2024 Regular BoCC meeting

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CALL TO ORDER - 9:00 a.m. (BILL BRASWELL, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (BILL BRASWELL, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

A.1. Employee Recognition

Minutes: The Board recognized Betty Cannons with Facilities Management, Travis Carr with Parks and Natural Resources, Karen Campbell with Facility Management, and Eric Russell with Parks and Natural Resources for their years of services to the county.

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

C.1. Comments.

Minutes: James Abercrombie addressed the Board concerning his building permit. He said he has not heard from anyone. He said he has been waiting on this for a year and a half. He said he has spoken with the county attorney's office and they helped get things started but they dropped it. He said all of his property and equity is tied up due to this. He said he is serious about this and he gave some Florida Statutes to the Board. He discussed the media and problems in Fire Rescue. He said the Planning

Department needs to be investigated. He said he wants it done publicly and he is sick of having meetings behind closed doors.

Sharon Garrett discussed the issues with the roads and Power Line Road. She discussed Crosswinds West and East and she discussed the traffic and said you cannot get out in certain places. She said there is only one stop light; she discussed the fatalities. She discussed the agreement with the developer. She said the county and the developer have agreed that the road needs to improved. She asked for stoplights before there are more accidents. She said the citizens need a way to navigate the city because they have caused gridlock. She said if they add 26,000 people to this road it will not be safe.

Dolly Clements addressed the Board concerning a development that is going on in her area. She said she is concerned that they approved non-paved roads in this development. She discussed the speed limit in the area and said this will cause future accidents. She said River Ranch has a lot of traffic at high speeds. She said this development needs to be paved and safe. She discussed her husband's gun range. She said they are putting a subdivision in the middle of a gun range and said she could not imagine doing the opposite.

D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda.

RESULT:	**APPROVED**
MOVER:	George Lindsey
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

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

E.1. Disbursements.

RESULT:	**APPROVED**
MOVER:	Neil Combee
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

E.2. Minutes of Regular Board meeting held on January 9, 2024.

RESULT:	**APPROVED**
MOVER:	Neil Combee
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

G. COUNTY ATTORNEY (RANDY MINK)

G.1. Adopt a resolution authorizing deviation from approved procedures for source selection as set out in the Polk County Procurement Ordinance and Purchasing Procedures Manual for review of the management of the Fire Rescue Division.

Minutes: County Attorney Randy Mink discussed the resolution authorizing deviation from approved procedures for source selection as set out in the Polk County Procurement Ordinance and Purchasing Procedures Manual for review of the management of the Fire Rescue Division.

Upon question, Mr. Mink said the necessity will provide an independent review to deviate from the normal procurement process. He said the procurement process normally falls under the County Manager and this allows us to deviate from an RFP and a selection committee. He said this is only an inquiry and gathering information to report back to the Board and this is not interfering with the duties of employees that fall under the County Manager. He said the Chairman will interview consultants and once he selects someone he will bring it back to the Board for final approval.

Chair Braswell said he has talked to three and selected one.

RESULT:	**APPROVED**
MOVER:	Rick Wilson
SECONDER:	Neil Combee
AYE:	Braswell, Combee, Santiago, and Wilson
NAY:	Lindsey

G.2. Authorize the County Attorney's Office and County staff to take the necessary actions to prevent commercial truck traffic on Bryant Road and adopt Resolution Setting Truck Restrictions on Bryant Road (near Lakeland).

Minutes: County Attorney Randy Mink reviewed the resolution restricting truck traffic on Bryant Road that authorizes staff to take the necessary actions to prevent commercial truck traffic. He recommended approval.

Commissioner Combee said that Bryant Road is a public road but is a substandard, old, narrow, shoulder, dead end road. He said the request was to use it as a haul road for a significant development. He said it is not appropriate. He said hopefully they can find a better way to haul the dirt.

RESULT:	**APPROVED**
MOVER:	Neil Combee
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

H. COUNTY MANAGER (BILL BEASLEY)

H.1. Execute a Local Government Deficient Bridge (LGDB) Program Agreement No. 439441-1-C2-52, 439441-1-52-01, 439441-1-62-01, and 439441-1-62-08 with the Florida Department of Transportation (FDOT), resolution and amend the

Roads & Drainage FY 23/24 CIP Budget to establish the Countyline Rd over Peace River Bridge 160101 Replacement Project and associated budget transfer. ($4,956,658.00 one-time expense)

Minutes: County Manager Bill Beasley discussed the Local Government Deficient Bridge Program agreements with the Florida Department of Transportation, resolution and amending the Roads and Drainage FY 23/24 CIP Budget establishing the Countyline Road over Peace River Bridge replacement project and associated budget transfer. He recommended approval.

RESULT:	**APPROVED**
MOVER:	Neil Combee
SECONDER:	George Lindsey
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

H.2. Approve Standard Grant Agreement #INV37 with the State of Florida - Department of Environmental Protection (FDEP) to provide funding for the project: “Phosphorus Remediation in Lake Deeson and Bear Branch” ($870,000 one-time revenue).

Minutes: County Manager Bill Beasley discussed the Standard Grant Agreement #INV37 with the State of Florida Department of Environmental Protection providing funding for the project Phosphorus Remediation in Lake Deeson and Bear Branch. He recommended approval.

Upon question, Tabitha Biehl, Parks and Natural Resources, said these phosphorous levels are above what they consider the natural incurring. She discussed the additional discharges for the outfalls, the water quality sampling, and the outfalls with the highest impacts.

RESULT:	**APPROVED**
MOVER:	Martha Santiago
SECONDER:	Neil Combee
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

H.3. Approve the contract with Central Florida Health Care, Inc. to provide funding for supplies and equipment needed in the expansion of their Frostproof location. (Total amount not to exceed $538,856.)

Minutes: County Manager Bill Beasley discussed the contract with Central Florida Health Care, Inc., providing funding for supplies and equipment needed in the expansion of their Frostproof location. He recommended approval.

RESULT:	**APPROVED**
MOVER:	Rick Wilson
SECONDER:	George Lindsey
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

H.4. Confirm appointment of Ryan Kordek to serve as Transportation Planning Organization (TPO) Director.

Minutes: County Manager Bill Beasley requested confirmation of the appointment of Ryan Kordek to serve as Transportation Planning Organization (TPO) Director.

Ryan Kordek thanked the Board for this appointment. He said it is humbling to hear his resume and said it is a careers worth of work. He thanked the Board for their support and said he looks forward to leading the TPO. He thanked staff members and family for teaching him and supporting him. He said they are proud to work and live in Polk County. He said he looks forward to serving with this opportunity.

Upon request, Mr. Kordek explained what the TPO is. He said the TPO tells the Florida Department of Transportation where to spend the state and federal transportation dollars. He said there is a long planning process.

Commissioner Santiago congratulated Mr. Kordek and said she always goes to him when she has questions or concerns. She said she looks forward to working with him.

Commissioner Wilson congratulated Mr. Kordek. He said he is the go-to man and said he always has the answers. He said we appreciate everything he does.

Commissioner Lindsey congratulated Mr. Kordek.

Chair Braswell said good job and thank you. He said he is glad he took the job and congratulated him.

RESULT:	**APPROVED**
MOVER:	George Lindsey
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

I. COMMISSIONER DISTRICT 1 (GEORGE LINDSEY)

I.1. Commissioner Lindsey Comments.

Minutes: Commissioner Lindsey discussed the letters that he has received concerning the wreck near the Aero Space Academy. He said the county will be responsible for the traffic signal and the improvements. He said he would like for staff to respond and said these students deserve a response explaining what is being done. He suggested having one letter and all Commissioners sign the letter.

Jay Jarvis, Roads and Drainage Director, said the light is part of the developers agreement. He said the big issue is the control cabinet being delayed 12-18 months once the order is placed. He said they have agreed to give one of the county's control cabinets to this developer. He said they have all the infrastructure in place and they are trying to get the power and poles set. He said they should be installed this month. He said they have agreed that once the developer's control cabinet comes in that the county gets it.

Commissioner Lindsey said we are advancing this to expedite the process.

County Manager Bill Beasley will draft the letter for Commissioner Lindsey to sign.

J. COMMISSIONER DISTRICT 2 (RICK WILSON)

J.1. Commissioner Wilson Comments.

Minutes: Commissioner Wilson had no comments.

K. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO)

K.1. Commissioner Santiago Comments.

Minutes: Commissioner Santiago had no comments.

L. COMMISSIONER DISTRICT 5 (NEIL COMBEE)

L.1. Commissioner Combee Comments.

Minutes: Commissioner Combee had no comments.

M. COMMISSIONER DISTRICT 3 (BILL BRASWELL, CHAIR)

M.1. Chair Braswell Comments.

Minutes: Chair Braswell had no comments.

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

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

O.1. Public Hearing (LDCPAS-2023-25 Bella Vista LR to BPC CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation from Leisure/Recreation (L/R) to Business Park Center (BPC) on 42.47± acres, within the Transit Supportive Development Area (TSDA), Transit Centers and Corridor Overlay (TCCO). This case is related to LDCD-2023-9, a Sub-district change request from BPC-1 to BPC-2. (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal discussed the proposed amendments. He said this is related to case LDCD 2023-9. He said that the Planning Commission and staff recommends approval.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Neil Combee
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

O.2. Public Hearing (LDCD-2023-9 Bella Vista Sub-district BPC-1 to BPC-2) (Adoption Hearing) to consider the adoption of a Sub-district change from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2) on 42.47± acres, within the Transit Supportive Development Area (TSDA), Transit Centers and Corridor Overlay (TCCO). This case is related to LDCPAS-2023-25, a Land Use change request from L/R to BPC. (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal discussed the proposed amendments. He said this is related to case LDCPAS-2023-25. He said that staff recommends approval.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Martha Santiago
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

O.3. Public Hearing (LDCPAS-2023-22 ABC Road CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation from Agricultural/Residential-Rural X (A/RRX) to Employment Center X (ECX) within the Gateway Selected Area Plan (SAP) on 1.46± acres, within the Rural Development Area (RDA). (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal discussed the proposed amendments. He said that the Planning Commission and staff recommend approval.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Martha Santiago
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

O.4. Public Hearing (LDCT-2023-18 Livestock and Fowl in Residential Neighborhoods) (Adoption Hearing), a County-initiated request to modify Section 222 to clarify the County's code on nonresidential farm buildings and structures and allow variances to setback distances. (No Fiscal Impact).

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

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Neil Combee
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

P. PUBLIC HEARINGS

P.1. Public Hearing (LDCDD-2023-3 Crosswinds East CDD Scrivener's Error) to consider the adoption of an applicant-initiated ordinance to amend an existing Community Development District (CDD) in the unincorporated area of the County and Haines City.

Minutes: Erik Peterson, Land Development, discussed the Crosswinds East CDD Scriveners' Error. He said it is a minor amendment to the legal description and acreage.

The Chair opened a public hearing.

Sharon Garrett said this CDD surrounds the roads she spoke about previously. She discussed the cars and trips on this road. She discussed the 1/2 cent sales tax and said she does not see any improvement. She said she will not support a tax where she sees no improvements. She discussed the pond in the area and said the road is falling apart. She said at what point will the county fix this part of Power Line Road.

Savannah Hancock said she is representing the petitioner. She said this is not changing within the district it is correcting the boundary.

The Chair closed the public hearing.

RESULT:	**APPROVED**
MOVER:	George Lindsey
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

P.2. Public Hearing (LDWA-2023-55/Ventures Subdivision Waiver) to consider the adoption of an applicant-initiated request for approval of a waiver to LDC Section 705.B necessary to allow the issuance of building permits for a subdivision that gains access solely via easement and provides access to more than four (4) lots. (No fiscal impact)

Minutes: Erik Peterson, Land Development, showed slides and discussed the requested waiver. He reviewed the site plan and environmental limitations. He discussed the easement access standards and the request by the developer. He said that staff recommends approval with conditions and they have added a third condition that a note shall be placed on the plat, deed restrictions, and instruments similar in function informing future buyers there is a firearms range immediately to the east. He discussed the justification of approval.

Upon question, Mr. Peterson said D-cell land would not be required. He said there would not be a further requirement for the access.

Commissioner Combee discussed the lots that have been prepared on this road and the issues with entering their driveways. He said they have a standard driveway and the concern is someone is going to have to stop to go in. He said he does not have a problem with the easement and it serving eight lots. He said we should ensure people

will be able to get in and out and that it has to be more than one car wide.

Mr. Peterson said the width of the easement is 20 feet. He said they can specify as a condition that the driveway be at least 20 feet wide.

Commissioner Combee said they need to be able to have two vehicles entering and exiting the driveway.

Commissioner Wilson said they need to make the driveways wider for more room.

Upon question, Mr. Peterson said the easement would be 20 feet and the driveway flare is 5 foot on the width of the driveway. He said it will be 30 and will taper down to 20 at the right-of-way line. He confirmed it is required to be concrete or some impervious surface. He said the minimum width is twelve feet on a residential driveway with the five foot flares and he said you can condition it to be 20 feet wide.

The Chair opened a public hearing.

Dolly Clements asked if there has been a road study done. She discussed the River Ranch area and asked if there has been a survey on paved or unpaved roads. She said unpaved roads create a mess. She said to hold the developers accountable. She said they need a red light and a road study.

Wesley Mills was sworn in by County Attorney Randy Mink. He stated he is the engineer for the applicant. He said they are proposing a 22 foot driveway with large radiuses and said this is something that would go with a commercial application. He discussed the trips generated by this project. He said they are paving the driveway within the county's right-of-way. He said he hopes this addresses some of the concerns with the driveway.

Frank Garcia said he is the owner of Universal Shooting Academy. He said this development is not compatible to this area. He said there are going to be concerns about noise and safety. He discussed the economic impact that his events bring to Frostproof. He discussed the upcoming event and the amount of people that will attend these events. He discussed the amount of ammunition that will be used during these events. He said there are safety issues with this development and he is against it.

Mr. Mink said the Board is here to approve the waiver of easements and is not approving the development.

Commissioner Combee said he understands Mr. Garcia's concerns but the property owners should be allowed to do what they want with their property. He thanked Mr. Garcia for all that they do. He said he does not see how they can deny anyone the use. He said he supports the request.

Commissioner Wilson discussed property rights. He said they need to make sure everyone is aware of what they are moving into. He said it is going to be a problem and they need to make sure everyone is aware.

Motion to approve with the condition that a notice shall be recorded in the public records and a note placed on the plat providing notice of the properties close proximity to an outdoor shooting range.

RESULT:	**APPROVED**
MOVER:	Rick Wilson
SECONDER:	George Lindsey
AYE:	Lindsey, Braswell, Combee, and Wilson
NAY:	Santiago

P.3. Public Hearing to consider the adoption of LDCT-2023-7 (Planned Development Text) to replace the current Planned Development (PD) requirements in Section 303 of the Land Development Code. This amendment includes changes to multiple chapters of the code including Chapters 2, 3, 4, 9, and 10. (First Reading)

Minutes: Erik Peterson, Land Development, showed slides and discussed replacing the current Planned Development requirements in Section 303 of the Land Development code. He said this amendment includes changes to multiple chapter of the code including Chapters 2, 3, 4, 9, and 10. He reviewed the changes. He said this the first reading and there is no action required by the Board.

Upon question, Mr. Peterson said it is based on the number of lots. He said if you have more than 25 lots you will need a Type 2 recreation facility. He said a larger development can chose to do different Type I's and Type 2's all throughout the development or they can achieve their points for a much larger and intense facility. He said there are requirements in the distance in each lot to the recreation facility.

The Chair opened a public hearing.

Tom Palmer said his main issue was the Level 2 proposal would not require a public hearing. He said they are getting extra points for things the developer can do anyways.

Commissioner Lindsey said that has been withdrawn.

Chair Braswell said part of this process is to eliminate or reduce getting points for something you have to do anyway. He said that is part of the objective.

Sue Nelson discussed the changes to the Land Development Code. She discussed the difference in increase of points. She reviewed the locational score and external designs. She discussed community needs and locational points. She discussed the changes to Chapter 9, Section 903.G.

The Chair closed the public hearing.

Commissioner Combee asked for the rationales of points for connection to water and sewer.

Mr. Peterson said it is the proximity of the existing line. He said they are trying to encourage development to go where we have the infrastructure in place rather than

requiring further extension. He said it is a matter of proximity. He said in the urban areas you have to connect to sewer. He said the score is setting forth the framework. He said the Planning Commission is evaluating whether it is too intense. He said when a grocery store is present it is prime for more intense development.

ANNOUNCEMENTS

Minutes: Meeting adjourned at 10:34 a.m.

Agenda Item H.1. 2/6/2024

SUBJECT

Approve the contract with The Haley Center, Inc. for the proposed purchase of a medical office building. (Total amount not to exceed $1,600,000 for the term of the agreement)

DESCRIPTION

The Haley Center is one of five free clinics financially supported by the Indigent Health Care sales tax and is contracted with the County to provide services to low-income Polk County residents. The clinic is currently located at 3425 Lake Alfred Road, Suite 1 in Winter Haven.

Primary care and specialty care services are provided by staff and more than 60 volunteers including physicians, nurse practitioners, medical providers, administrative and ancillary staff. Additionally, they provide clinical educational opportunities to the local technical schools and universities for their students including medical doctors, nurse practitioners, registered nurses, licensed practical nurses, medical assistants, dietitians, nutritionists, and clinical nurse assistants.

In response to a Request for Applications through Indigent Health Care, The Haley Center submitted a request for $1.6 million dollars to purchase a pre-existing, 3,350 square foot medical office building at 603 6th St NW, Winter Haven. Currently, The Haley Center is residing in a leased building that does not have a right for renewal clause. Multiple changes in the building's ownership have continuously challenged The Haley Center's day-to-day operations. The purchase of this building will sustain the delivery of health care services with the potential to expand and increase services. Additionally, the location of the site is more visible and accessible to the public.

This contract with The Haley Center will allow for the purchase of the building as well as fund a portion of closing costs, costs associated with conducting due diligence regarding purchase of the property, and costs necessary to transition The Haley Center into the new location.

This funding request was presented to and approved by the Citizen's Health Care Oversight Committee.

RECOMMENDATION

Request Board approval of the contract with The Haley Center, Inc. for the proposed purchase of a medical office building as recommended by the COC.

FISCAL IMPACT

Funds are available in the Indigent Health Care Fund.

CONTACT INFORMATION

Joy Johnson, Administrator, Health & Human Services Division, (863) 534-5204

POLK COUNTY
CONTRACT FOR FUNDING
CONTRACT # 23-559-IHC

This Contract for Funding ("Contract") is made effective from **February 1, 2024** ("Effective Date") to **September 30, 2025** by and between The Haley Center, Inc., a Florida not-for-profit corporation ("**HALEY CENTER**"), and Polk County, a political subdivision of the State of Florida ("**COUNTY**") (**HALEY CENTER** and **COUNTY** are each referred to as a "Party;" jointly, as the "Parties").

RECITALS

WHEREAS, on August 7, 2023, the County issued a Request for Applications (the "RFA") seeking applications for projects and programs which will provide or support the delivery of health care services to those Polk County residents who are "qualified residents" as defined in Polk County Ordinance 2015-76, the Polk County Indigent Health Care Plan Extension Ordinance; and

WHEREAS, HALEY CENTER timely submitted an application (the "Application") responding to the RFA in which the HALEY CENTER proposed to purchase the improved real property (the "Property") described on the attached Exhibit "A" where the HALEY CENTER will relocate its primary health care delivery facility (the "Project") from which it will provide medical services to qualified residents and others, as more fully described in the Application; and

WHEREAS, after evaluating and scoring the Project in accordance with the RFA, the County RFA selection committee recommended funding HALEY CENTER's Project and the Citizens Healthcare Oversight Committee approved the recommendation; and

WHEREAS, the County has determined the Project will provide or make health care services available to qualified residents, the County has determined it is in the best interest of Polk County residents to support the Project by awarding HALEY CENTER funding upon the terms and conditions described in this Contract;

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the Parties hereby agree as follows:

1. Recitals. The forgoing recitals are true correct and are incorporated herein by reference.

2. Incorporation. The RFA and the Application are incorporated with and into this Contract as if fully set forth herein.

3. Funding.

   a. The COUNTY will provide HALEY CENTER an amount not to exceed One Million Six Hundred Thousand and no/100 dollars ($1,600,000) (the "Award") to pay the purchase price and associated closing costs to acquire the Property, as follows:

      i. Up to One Million Five Hundred Thousand and no/100 dollars ($1,500,000) for the contracted purchase price of the Property. COUNTY will pay the purchase price amount to the HALEY CENTER on or before the agreed transaction closing date. Prior to closing the transaction, the HALEY CENTER will provide the COUNTY a copy of the final closing statement which verifies the purchase price the HALEY CENTER is required to pay at closing. If the Property purchase transaction fails to occur within the time period allotted within the HALEY CENTER's Property purchase agreement, then the HALEY CENTER will immediately notify the COUNTY and will reimburse all purchase money funds it received from the COUNTY within five (5) days after the date the purchase contract expires or is terminated.

ii. One Hundred Thousand and no/100 dollars ($100,000) for the HALEY CENTER's Property closing costs, its costs associated with conducting due diligence prior to its purchase of the Property, and those start-up costs necessary to make the Property building suitable for providing medical services, all as indicated on the attached Exhibit B. HALEY CENTER shall deliver, or cause to be delivered an invoice for reimbursement of all such expenditures described in Exhibit B with supporting documentation to validate proof of expenditures.

Notwithstanding the foregoing or anything to the contrary contained herein, COUNTY's obligation to pay the aforementioned amount is expressly contingent on approval by the COUNTY's Board of County Commissioners of the referenced budgeted amount.

b. The COUNTY may, at its discretion, inspect any documents, records, and files retained by HALEY CENTER to verify accuracy of all submitted invoices.

c. Upon receiving the invoices and supporting documentation, the COUNTY shall review such invoices and supporting documentation to determine whether the invoiced items are proper for payment. The COUNTY will pay HALEY CENTER for the Section 2. a. ii. expenses based upon approved invoices.

d. HALEY CENTER shall promptly return to the COUNTY any overpayments of funds disallowed pursuant to the terms and conditions of the Contract. If the Parties or their independent auditors discover that an overpayment has been made, the overpayment shall be repaid immediately without prior notification from the COUNTY. If the COUNTY first discovers an overpayment has been made, the COUNTY will notify HALEY CENTER of such findings.

4. Financial Responsibility. HALEY CENTER agrees as follows:

a. HALEY CENTER will timely apply for and obtain a property tax exemption for the Property and provide the COUNTY with written evidence of having obtained the exemption.

b. Upon request, HALEY CENTER shall provide the COUNTY, through any authorized representative thereof, timely access to and the right to copy, examine, and audit any and all files, records, books, papers, or documents relating to: the acquisition and use of the Property, and all expenses incurred and reimbursed under the terms of this Contract, and the use or expenditure of the Award funds.

c. HALEY CENTER shall maintain books, records, and documents in accordance with generally accepted accounting principles, procedures and practices which sufficiently and properly reflect all expenditures of the Award funding provided under this Contract.

d. Any funds expended in violation of the Contract shall be refunded in full by HALEY CENTER to COUNTY from non-federal and non-state resources.

5. Repayment Obligations; Lien Agreement. Upon the occurrence of any of the following within ten (10) years after the date the HALEY CENTER acquires title to the Property: (i) the HALEY CENTER sells or transfers title to the Property to include without limitation a sale or transfer which occurs upon the sale or transfer of a controlling interest in the HALEY CENTER; (ii) the HALEY CENTER fails to enter or to maintain a Contract for Services with the County for providing health care services to qualified residents at the Property; or (iii) the HALEY CENTER otherwise ceases to provide health care services to qualified residents at the Property, then within thirty (30) days after any such occurrence the HALEY CENTER shall repay the County the full amount of the Award. The HALEY CENTER shall secure its repayment obligation stated in this Section 5 by executing a lien agreement in favor of the County which shall be in a form and have content acceptable to the County. The HALEY CENTER must execute and deliver the lien agreement prior to closing the Property purchase transaction. At the COUNTY's direction, the HALEY CENTER shall deliver the executed lien agreement either to the COUNTY or to the Property purchase transaction closing agent for recording among the public records immediately following the recordation

of the deed conveying the Property title to the HALEY CENTER. This section shall survive the expiration or earlier termination of the Contract.

6. Assurances/General Provisions. HALEY CENTER agrees to comply with all applicable Federal, State, and County laws, ordinances, codes, and regulations with respect to the Project and to the HALEY CENTER providing medical services at the Property to include without limitation those referenced in this section.

   a. HALEY CENTER certifies compliance with Paragraph (2)(a) of Section 287.133 Florida Statutes, which provides that a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." HALEY CENTER acknowledges that this Contract shall be void if they have violated the above-referenced statute. Additionally, HALEY CENTER shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements.

   b. Public Meetings and Records.

      i. HALEY CENTER acknowledges the COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Contract. HALEY CENTER further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, HALEY CENTER shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

      ii. Without in any manner limiting the generality of the foregoing, to the extent applicable, HALEY CENTER acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

      iii. keep and maintain public records required by the COUNTY to perform the Services required under this Contract;

      iv. upon request from the COUNTY's Custodian of Public Records or his/her designee, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

      v. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of this Contract if HALEY CENTER does not transfer the records to the COUNTY; and

      vi. upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of HALEY CENTER or keep and maintain public records required by the COUNTY to perform the service. If HALEY CENTER transfers all public records to the COUNTY upon completion of this Contract, HALEY CENTER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If HALEY CENTER keeps and maintains public records upon completion of this Contract, HALEY CENTER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from

the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

c. IF HALEY CENTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HALEY CENTER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

d. Non-Discrimination. HALEY CENTER and all those under the HALEY CENTER's control shall not discriminate against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry, or origin. HALEY CENTER shall comply with all applicable requirements and provisions of the Americans with Disabilities Act.

7. Conflict of Interest. No person who is an employee, agent, consultant, officer, or appointed official of HALEY CENTER and who is in a position to participate in a decision making process or gain inside information with regard to activities relevant to the terms of this Contract, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

8. Indemnification. HALEY CENTER shall indemnify and hold harmless the COUNTY, its agents, and employees, from all suits, actions, claims, demands, damages, losses, and expenses whatsoever, including without limitation attorneys' fees, costs and judgments of every kind and description to which the COUNTY, its agents or employees may be subjected to resulting from, arising out of, or related to any action or commission, omission, negligence, or fault of HALEY CENTER, its directors, officers, employees, agents, and those for whom it is responsible, in connection with (i) the Project, (ii) this Contract including without limitation any default hereof or misrepresentation made hereunder, or (iii) the Award. HALEY CENTER shall indemnify and hold harmless the COUNTY, its agents and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorneys' fees, costs of judgments of every kind and description arising from, based upon or growing out of the violation of any Federal, State, County or City law, ordinance or regulation by HALEY CENTER or its directors, officers, agents, employees, and those for whom it is responsible. Funds made available pursuant to this Contract shall not be used by HALEY CENTER for the purpose of initiating or pursuing litigation against the COUNTY. The provisions of this Section 8 shall survive the expiration or earlier termination of this Contract.

9. Insurance. During the ten (10) year period described in Section 5 above, the HALEY CENTER shall keep and maintain agrees to obtain sufficient commercial property insurance coverage to repair or replace, as necessary the building(s) on the Property and its contents. Upon request, HALEY CENTER shall provide the COUNTY a copy of the Certificate(s) of Insurance to evidence such coverage. The provisions of this Section 9 shall survive the expiration or earlier termination of this Contract.

10. Amendments. This Contract may only be amended by a written instrument executed by the Parties which specifically refers to this Contract.

11. Assignment. This Contract and the Parties' respective rights, interests and obligations herein are not assignable without the prior written consent of the parties.

12. No Third-Party Beneficiaries. Nothing in this Contract, express or implied, is intended to or will be construed to confer on any person, other than the Parties to this Contract, any right, remedy, or claim under or with respect to this Contract.

13. Relationship of the Parties. Nothing in this Contract is intended nor shall be construed to create any form of partnership or joint venture relationship between or among the parties, or to allow either to exercise control or direction over the other.

14. Applicable Law/Venue. This Contract shall be governed by the laws of the State of Florida. Venue of any legal action arising or pertaining to the Contract shall lie only in the courts of the Tenth Judicial Circuit located in Polk County, Florida.

15. Severability. If any Contract provision is held invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired.

16. Notices. All notices required by this Contract shall be in writing. All notices, requests, demands or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or sent by fax with copy sent by overnight courier, addressed as follows:

THE HALEY CENTER, INC.:

Clifford Threlkeld, DO, Medical Director
The Haley Center, Inc.
3425 Lake Alfred Road, Suite 1
Winter Haven, FL 33881

Upon relocation, address will be:
603 6th St NW
Winter Haven, FL 33881

COUNTY:

Paula McGhee, Provider Services Manager
Health and Human Services
Polk County, Board of County Commissioners
2135 Marshall Edwards Drive
Bartow, FL 33830-6757

Or to such other address as such Party has specified by notice in writing to the other Party. Notice shall be deemed to have been duly given when: (a) received, if personally delivered; (b) the day after it is sent, if sent by recognized expedited delivery services; or (c) three (3) days after it is sent, if mailed, first class mail, postage prepaid.

17. Default and Remedy. If the HALEY CENTER should fail to comply with any of the provisions of this Contract and fail to cure such compliance within ten (10) days after receiving written notice from the COUNTY, the COUNTY may withhold, temporarily or permanently, all or any unpaid portion of the Award until such failure is cured, or it may terminate the Contract. In addition to the foregoing, upon any uncured default the County may pursue any other available legal or equitable remedy.

18. No Waiver. Any failure on the part of the COUNTY or HALEY CENTER, as applicable, to exercise promptly any rights given herein shall not operate to forfeit any of the said rights nor constitute a waiver thereof as to any future occasion.

19. Termination.

a. Prior to the COUNTY providing any Award funding to HALEY CENTER, the HALEY CENTER may terminate this Contract upon five (5) days prior written notice to the COUNTY. The COUNTY may terminate the Contract for the HALEY CENTER's uncured default as provided in Section 17, above.

b. This Contract may be terminated at the option of the COUNTY if HALEY CENTER is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. In addition, this Contract may be terminated at the option of the COUNTY if HALEY CENTER is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

20. Interpretation. Neither of the Parties shall be considered the drafter of this Contract for purposes of its interpretation.

21. Memorandum of Record. The County may record a memorandum among the public records of Polk County to provide notice of the Contract and the respective duties and obligations of the Parties, their successors and assigns.

22. Integration. The entire Contract between the Parties and its corresponding exhibits are set forth herein and contained within this document and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

23. Binding Effect. This Contract will be binding on and inure to the benefit of the Parties and their respective successors, and assigns.

24. Counterparts. This document shall be executed in two (2) counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

THE HALEY CENTER, INC., a Florida not-for-profit corporation

By: _____
Clifford Threlkeld, DO, Medical Director

Date: 1-24-2024

Patricia Parker
Witness

Donna Amos
Witness

POLK COUNTY, a political subdivision of the State of Florida

By: _____
W. C. Braswell, Chairman

Date: _____

ATTEST: Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

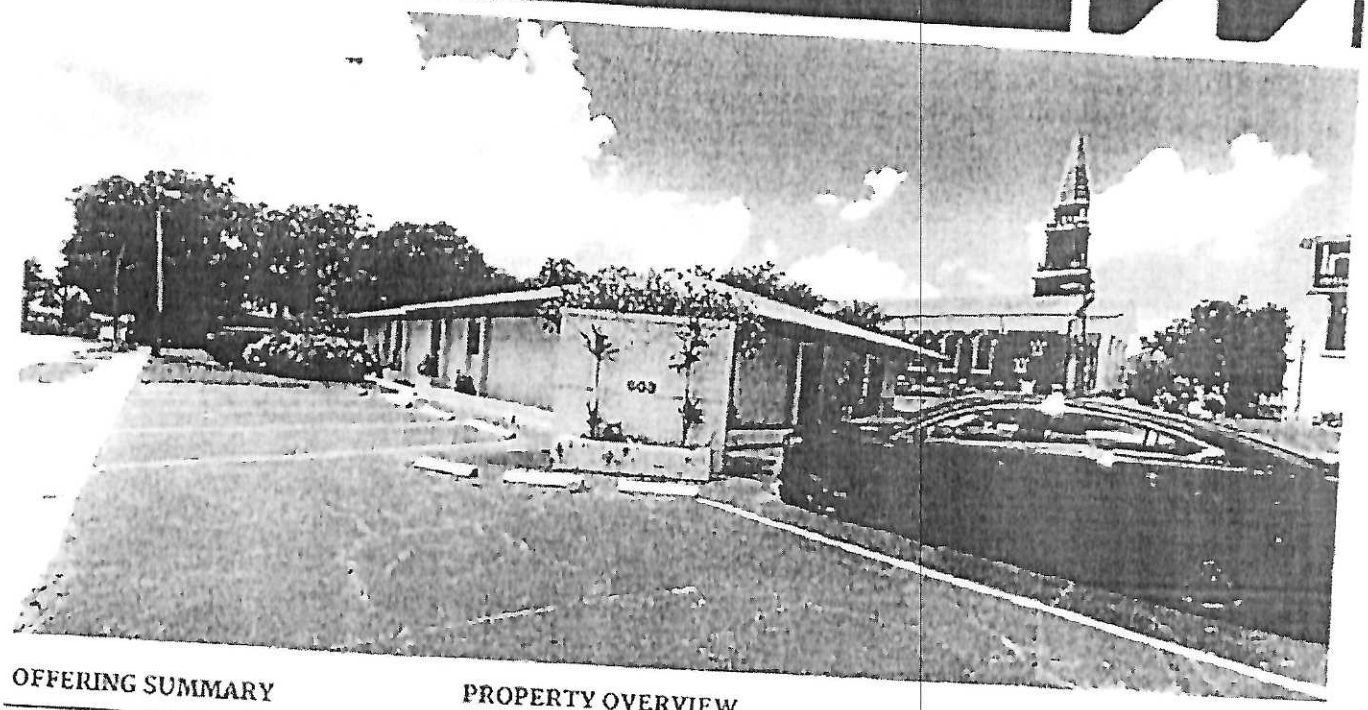
By: _____
County Attorney

DESCRIPTION OF THE PROPERTY

MOVE IN READY MEDICAL OFFICE

WINTER HAVEN, FL 33881

603 6th St NW



OFFERING SUMMARY

Sale Price:	Subject To Offer
Building Size:	3,350 SF
Available SF:	3,350 SF
Lot Size:	0.21 AC
Number of Units:	1
Year Built:	1986
Renovated:	2020

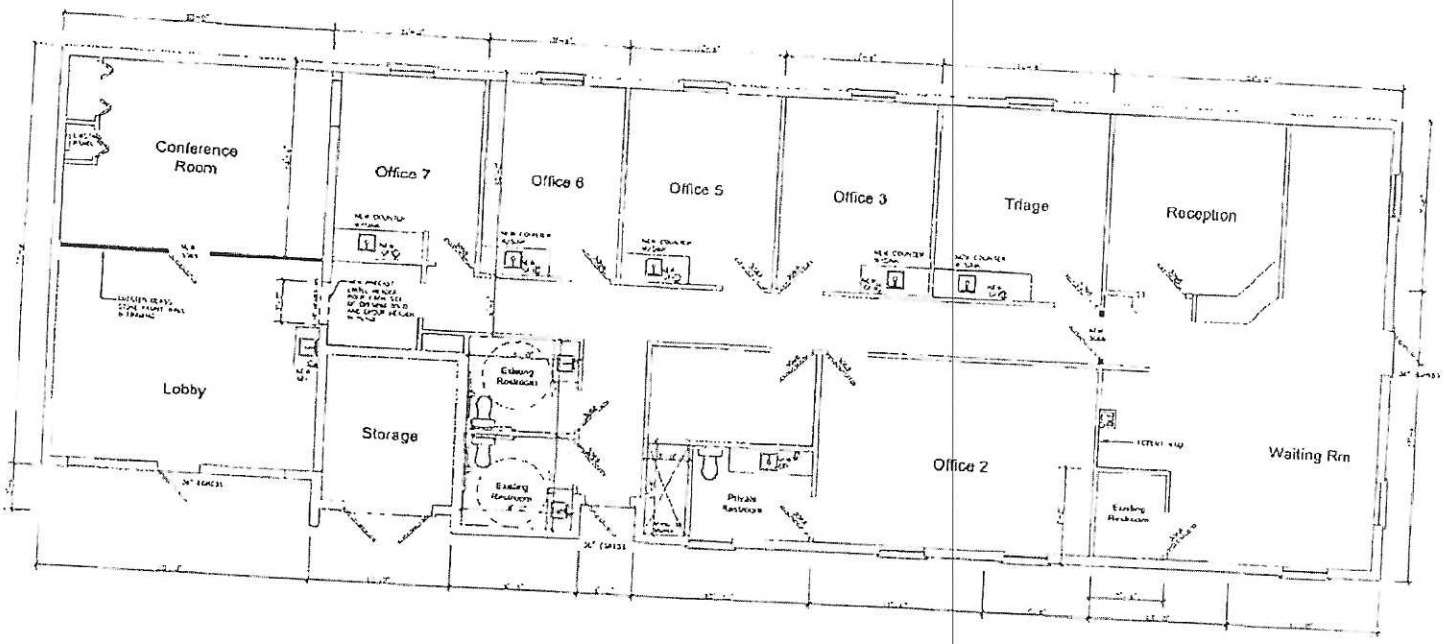
PROPERTY OVERVIEW

DO NOT DISTURB CURRENT TENANT
Call to Schedule In-Person Tour

603 6th St NW is a recently renovated beautiful medical office building located right in the heart of Downtown Winter Haven. This property is currently occupied by InCare however will become vacant at closing. It is a perfect opportunity for any medical office user/owner. The property includes 9 parking spaces and a large pylon/pole sign with frontage on HWY 17 (33,000 Annual Average Daily Traffic). The 3,350 SF +/- medical office building features a doctor's office, Biowaste storage, lab, large conference room, break room, 4 exam rooms with sinks, 3 private bathrooms, 3 rear exits, and reception.

The property is less than 1 mile from Winter Haven Hospital and is surrounded by additional medical office users including First Step Therapy, Winter Haven Surgery Center, and Pope Medical Plaza. Adjacent to the property is a brand new Stay Bridge Suites Hotel and Central Florida Health Care's new medical office building in Downtown Winter Haven.

DESCRIPTION OF THE PROPERTY



EXPENDITURES

The below expenses are reimbursable with substantiating documentation:

- Closing Costs
- Attorney Fees for: Articles of Incorporation, By Laws, and Preparation and Filing of New Deed
- Change in Location Fee for Pharmacy and Pharmacy License
- Moving Expenses and Supplies
- Electric and Water Service Deposits
- Internet Service Set-up
- Change Electronic Signage for the exterior of the Clinic
- Change of Address Labels for Prescription Bottles
- Building re-keyed and Pharmacy Secured (including the addition of walls)

Additional expenses may be covered with prior approval from the County.

Agenda Item H.2. 2/6/2024

SUBJECT

Approve Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT), Resolutions, CIP Amendment and Resolution to amend the FY 23/24 Budget to fund the construction phase of the Minor Streetscape Improvement Project for East Orange Avenue and East Crystal Avenue. ($800,000.00 one-time revenue)

DESCRIPTION

The Florida Department of Transportation (FDOT) proposes to enter into a LAP Agreement (FPN: 452246-1-58-01) with the County to provide $800,000.00 (FY 24) in construction funds for the street resurfacing, ADA and tree improvements to East Orange Avenue and East Crystal Avenue in the City of Lake Wales (City).

On September 19, 2023, the Board approved an Interlocal Agreement with the City since the City is not LAP certified and cannot accept the FDOT funding. Polk County is LAP certified and will be acting as the FDOT's project manager through construction.

On January 23, 2024, the Board approved Amendment No. 1 to ensure that the City will be responsible for reimbursing the County for construction costs that are in excess of the $800,000.00 in State provided funds.

RECOMMENDATION

Request Board authorize the Chairperson to execute the LAP Agreement No. FPN 452246-1-58-01 and approve the Resolutions with the FDOT, CIP Amendment, Resolution to amend the FY 23/24 Budget for funding in the amount of $800,000.00 to fund the construction phase of the Minor Streetscape Improvement Project for East Orange Avenue and East Crystal Avenue.

FISCAL IMPACT

Upon approval of the CIP amendment and resolution to amend the FY 23/24 Budget, funding in the amount of $800,000.00 will be established within the Special Revenue Grant Fund for Minor Streetscape Improvement Project for East Orange Avenue and East Crystal Avenue.

CONTACT INFORMATION

Angela Spieler, P.E., Project Manager
Project Management Section

Roads & Drainage Division
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FPN: 452246-1-58-01	FPN:	FPN:
Federal No (FAIN): D123-104-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: CD22/LF	Fund:	Fund:
Org Code: 55014010106	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj:	FLAIR Obj:

County No:Polk County 16 Contract No:
Recipient Vendor No: F596000809027 Recipient Unique Entity ID SAM No: JBN5EHFNGUG9

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Polk County ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction services for street resurfacing, sidewalk repair and installation of street trees / rain gardens on Orange Avenue and Crystal Avenue between 1st Street and Market Street. , as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 06/30/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 1,000,000.00 (One Million Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $800,000.00 (Eight Hundred-Thousand Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels,

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deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. 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 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient 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 Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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m. In the event this Agreement is in excess of $25,000 and has 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 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 1 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 $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account

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of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will 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 Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

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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.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and 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.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A", "B", "C", "D", "E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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f. ☒ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Polk County

By: _____
Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

Reviewed as to form and legal sufficiency

Elizabeth W. Vien

Legal Review:

DS
DC

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 452246-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Polk County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.168

PROJECT DESCRIPTION: The construction services for street resurfacing, sidewalk repair and installation of street trees/rain gardens on Orange Avenue and Crystal Avenue between 1st Street and Market Street.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency will complete and provide the Department with a Final Inspection and Acceptance form at the completion of the project in accordance with the Local Agency Program Manual for Federal Aid Projects (Department Procedure: 525-010-42). This form must be completed and accepted by the Department prior to payment of the project Final Invoice.

The Agency will inform the Department in writing of the commencement and completion of the project. Upon completion of the construction phase, the Department will have forty-five (45) days after receipt of the Agency's final construction invoice to review, inspect and approve the construction phase for payment. All other invoices for project phases and all other progress payments shall be processed in accordance with the Department's procedures and guidelines for invoice processing. The Agency will provide progress billing invoices to the Department on a minimum of a quarterly basis.

The Agency will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction contract to be let by: 06/31/2024.
b) Construction to be completed by 06/30/2027.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in FY 23/24 for Construction services.

The Department will issue a Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, completed Construction Checklist and Agency's Certification Clear Package have been reviewed and approved.

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Polk County 330 W Church Street, Bartow, FL 33830	452246-1-58-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2024 (CD22)	$ 800,000.00	$ ____	$ ____	$ 800,000.00
FY: 2024 (LF)	$ 200,000.00	$ 200,000.00	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 1,000,000.00	$ 200,000.00	$ 0.00	$ 800,000.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 1,000,000.00	$ 200,000.00	$ 0.00	$ 800,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marquis Daymon
District Grant Manager Name

DocuSigned by:
Marquis Daymon 09/13/2023 | 1:34 PM EDT
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Signature Date

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EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

COUNTY OF POLK, STATE OF FLORIDA

RESOLUTION NO. 2024 -_____

Local Agency Program Agreement (FPN: 452246-1-58-01) with the Florida Department of Transportation for the City of Lake Wales Orange and Crystal Avenue Project.

A RESOLUTION OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE EXECUTION OF THAT CERTAIN LOCAL AGNECY PROGRAM (LAP) AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Polk County Board of County Commissioners have the authority to enter into a LAP Agreement with the Florida Department of Transportation to undertake a project as authorized by Florida Statute § 339.08.

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

1. The LAP Agreement with the Florida Department of Transportation for the City of Lake Wales Orange and Crystal Avenue Project is approved; and

2. The Chairperson of the Board of County Commissioners, or in his/her absence the Vice Chairperson, is hereby authorized to enter into, modify, or terminate the LAP Agreement with the Florida Department of Transportation, unless specifically rescinded.

DULY ADOPTED this ____ day of _____, 2024.

ATTEST:
STACY M. BUTTERFIELD, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS POLK COUNTY, FLORIDA

By: _____

Date: _____

Reviewed as to form and legality:

By: _____
County Attorney's Office Date

DocuSign Envelope ID: BC444E56-26B9-4789-A542-0DF7EBD89D54

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Award Amount:	**$800,000.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	Choose an item.
Indirect Cost Rate:	Choose an item.

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law")
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

DocuSign Envelope ID: BC444E56-26B9-4789-A542-0DF7EBD89D54

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

DocuSign Envelope ID: BC444E56-26B9-4789-A542-0DF7EBD89D54

EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated July 5, 2022 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

DocuSign Envelope ID: BC444E56-26B9-4789-A542-0DF7EBD89D54

EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Until such time as the Project is removed from the right of way pursuant to paragraphs 3 and 4 of this Exhibit, the Recipient shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures, hereinafter called "Project Standards." Specifically, the Recipient agrees to:

   a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

   b) Properly mulch plant beds;

   c) Keep the premises free of weeds;

   d) Mow and/or cut the grass to the proper length;

   e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and

   f) Remove or replace dead or diseased plants in their entirety, and remove or replace those plants that fall below original Project Standards.

   The Recipient agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Recipient agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 9 of the Agreement, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Recipient.

3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Recipient shall be given notice regarding such removal, relocation, or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Recipient will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate, or adjust the Project as it deems best, with the Recipient being responsible for the cost incurred for the removal of the Project.

4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Recipient.

COUNTY OF POLK, STATE OF FLORIDA

RESOLUTION NO. 2024 -_____

Local Agency Program Agreement (FPN: 452246-1-58-01) with the Florida Department of Transportation for the City of Lake Wales Orange and Crystal Avenue Project.

A RESOLUTION OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE EXECUTION OF THAT CERTAIN LOCAL AGNECY PROGRAM (LAP) AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Polk County Board of County Commissioners have the authority to enter into a LAP Agreement with the Florida Department of Transportation to undertake a project as authorized by Florida Statute § 339.08.

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

1. The LAP Agreement with the Florida Department of Transportation for the City of Lake Wales Orange and Crystal Avenue Project is approved; and

2. The Chairperson of the Board of County Commissioners, or in his/her absence the Vice Chairperson, is hereby authorized to enter into, modify, or terminate the LAP Agreement with the Florida Department of Transportation, unless specifically rescinded.

DULY ADOPTED this _____ day of _____, 2024.

ATTEST:
STACY M. BUTTERFIELD, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS POLK COUNTY, FLORIDA

By: _____

Date: _____

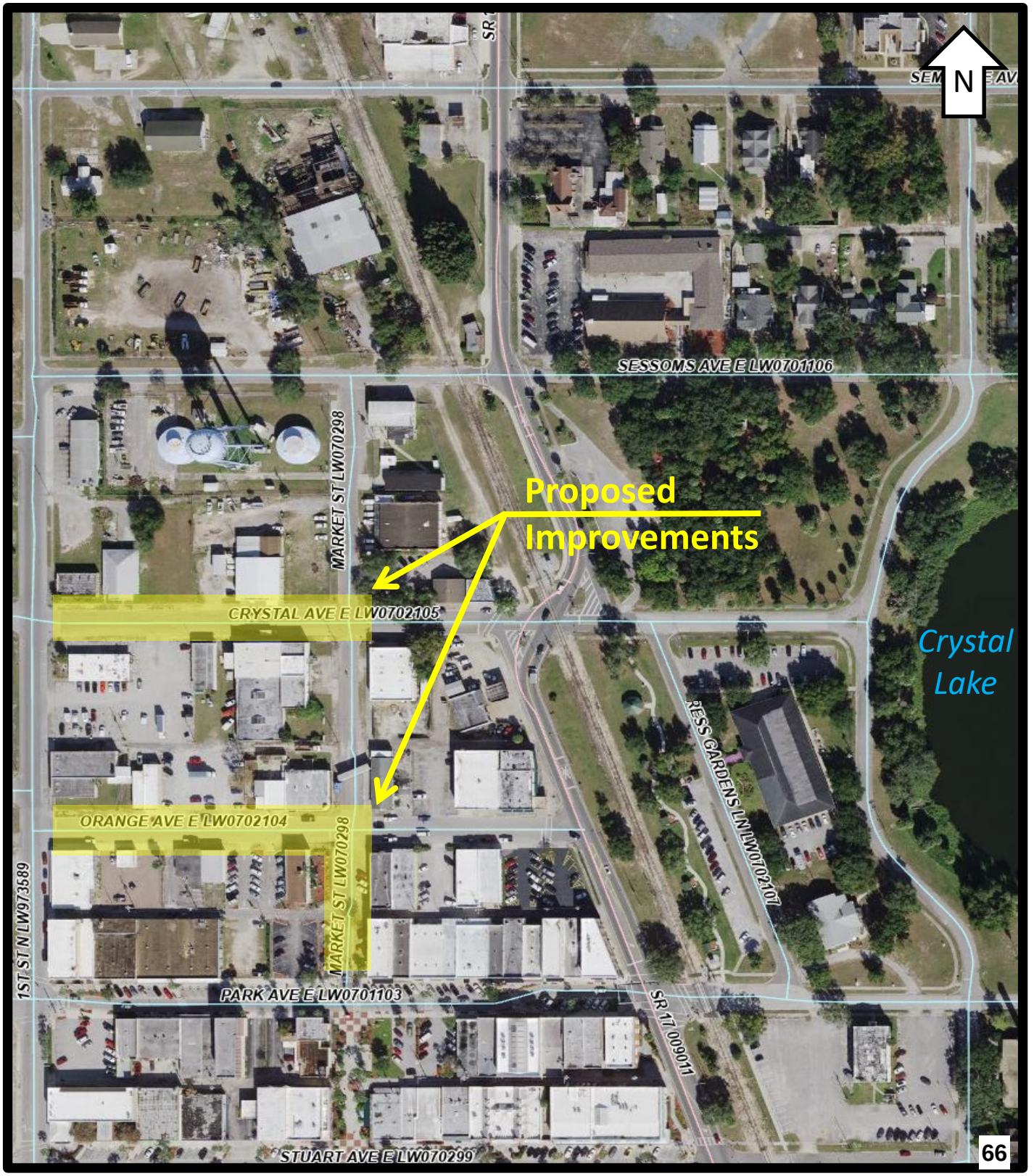
Reviewed as to form and legality:

By: _____
County Attorney's Office Date

CITY OF LAKE WALES MINOR STREETSCAPE

RESURFACING, ADA AND TREE IMPROVEMENTS:

E. ORANGE AVENUE AND E. CRYSTAL AVENUE



RESOLUTION

WHEREAS, the Board of County Commissioners of Polk County, during the preparation of its 2023-24 budget, did not anticipate additional revenues from the State of Florida in regard to the Minor Streetscape Improvement Project for East Orange Avenue and East Crystal Avenue FPIN#: 452246-1-58-01; and

WHEREAS, the said funds will be received as a result of the County's CIP Sidewalk Project in connection with the State of Florida State Funded Grant for a total amount of $800,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, in regular session duly assembled, that the following amendments to the 2023-24 budget of the Board of County Commissioners of Polk County are hereby adopted.

Revenue, Special Revenue Grants Fund (Parent Fund 10150)

Estimated Revenues for the budget year beginning October 1, 2023 as amended	$ 80,864,977.00
Additional increased revenues to: 11164.540559014.3344901.5400206	$ 800,000.00
Revised estimated revenues:	$ 81,664,977.00

Appropriations, Special Revenue Grants Fund (Parent Fund 10150)

Appropriations, as adopted for budget year beginning October 1, 2023 as amended	$ 80,864,977.00
Additional appropriations to: 11164.540559014.5666000.5400206	$ 800,000.00
Revised appropriations:	$81,664,977.00

Adopted this 2nd day of February, 2024.

ATTEST:
STACY M. BUTTERFIELD, Clerk

Polk County, a Political Subdivision of the State of Florida

By:---------- -
Deputy Clerk

E3-y: — — — — — — — — — — — — —
Chairman

CIP BUDGET AMENDMENT REQUEST

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

Date 1/23/2024
Projects 5400012
Division Roads and Drainage

	For Policy 6.a and 6.b					For Policy 6.b only	
	Amount **FROM**	Fund	Cost Center	Account	Project	Total Project Budget	% Decrease
					0	$ -	#DIV/0!
					0	$ -	#DIV/0!
							#DIV/0!
							#DIV/0!
							#DIV/0!
							#DIV/0!
							#DIV/0!
TOTAL							
							% Increase
	$ 800,000	11164	540541095	3344901	0	$ -	#DIV/0!
	$ 800,000	11164	540541095	5666000	54000012	$ 13,862,664	5.8%
							#DIV/0!
							#DIV/0!
							#DIV/0!
							#DIV/0!
							#DIV/0!
TOTAL	$ 1,600,000						

JUSTIFICATION **(Attached most current CIP Detail Sheets)**

After the adoption of the FY 2023-24 budget, unanticipated additional revenues were made available from the State of Florida in regard to the Minor Streetscape Improvement Project for East Orange Avenue and East Crystal Avenue FPIN#: 452246-1-58-01.

Division Director Recommend Approval:	//J Jarvis - approved eagenda//	Date:

APPROVALS

Policy 6.a: Budget/Procurement	**Policy 6.b: County Management/Designee**
(Date)	(Date)

6.

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

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

b. The County Manager or designee may approve project budget increases <c>r decreases. which are less than 5% of the total project budget or $250.000 (whichever is less). Multiple amendments to the same project can be approved by the County Manager if the total is under 5% or $250.000.

Requesting Divjsion: FORWARD TO BUDGET & MANAGEMENT SERVICES (CA02) (Rev. 09-14)

Agenda Item H.3. 2/6/2024

SUBJECT

Approve construction contract with Kamminga & Roodvoets, Inc. for the Driftwood Drive drainage improvements project ($558,436.20 one-time expense from American Rescue Plan Funds)

DESCRIPTION

The Roads and Drainage Division requested Procurement to solicit bids from qualified contractors who were interested in restoring the original drainage system along the Driftwood Drive corridor. Pipes will be desilted or replaced, and damaged driveways will be restored. Inlets will be placed at strategic locations to maintain existing pipe networks and improve roadside safety.

Bid 23-654, Driftwood Drive Drainage Improvements Project was issued, and three contractors submitted bids. The lowest responsive bid was submitted by Kamminga & Roodvoets, Inc.

Company	Location	Total
Kamminga & Roodvoets, Inc.	Tampa, FL	$531,844.20
Central Concrete Products, Inc.	Bartow, FL	$571,586.00
Killebrew, Inc.	Lakeland, FL	$701,275.00

A recommendation of award was issued to Kamminga & Roodvoets, Inc., and no protests were received. In accordance with Resolution No. 13-066, $26,592.00 was added to the contract for allowance work for a total contract amount of $558,436.20. The contract time for this project is 180 days to final completion. Allowance time for the project is 27 days.

This project is fully funded through the American Rescue Plan through the United States Department of Treasury.

RECOMMENDATION

Request Board approve a construction contract with Kamminga & Roodvoets, Inc. in the amount of $558,436.20 for Bid 23-654 Driftwood Drive Drainage Improvements Project.

FISCAL IMPACT

Funding is available in the American Rescue Plan Funds.

CONTACT INFORMATION

Michael Guerrero
Senior Procurement Analyst
863.534.6716
michaelguerrero@polk-county.net

PART E

CONTRACT

This Contract is entered into as of the date last executed, (the "Effective Date), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Kamminga & Roodvoets, Inc., its successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid 23-654.

NOW THEREFORE, the County and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor's Bid Submittal.

Article 2. Contract Price: The Contract price includes the total bid price of $531,844.20 plus the Allowance Work amount of $26,592.00 the total sum being $558,436.20 This total contract price shall be reduced by the unused amount of the allowance, if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor's Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work in its entirety within 180 calendar days. The allowance time for this project is 27 days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to five percent (5%) of the payment due until such time retainage is reduced in accordance with F. S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the County and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contactor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

ATTEST: STACY M. BUTTERFIELD, CLERK

BY: _____
DEPUTY CLERK

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

BY: _____
CHAIRMAN

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

Sandra B. Hamp 1/22/24
County Attorney's Office Date

ATTEST:

_____
Assistant Secretary of Florida Operations

SEAL

CONTRACTOR: Kamminga & Roodvoets, Inc.

BY: _____
Authorized Corporate Officer or Individual

James Barnes
(Printed or Typed Name of Signer)

VP Estimating
(Printed or Typed Title of Signer)

5219 Cone Rd, Tampa, FL 33610
(Business Address of Contractor)

813-623-3031
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____(Name of officer or agent) as _____(title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____(Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this _____(Date) by James Barnes (Name of officer or agent) as VP Estimating (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☑ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this January 9th, 2024 (Date) _____

Delaney Marsonek (Official Notary Signature and Notary Seal)

Delaney Marsonek (Name of Notary typed, printed or stamped)

Commission Number HH 162788 Commission Expiration Date 9/17/25

DELANEY MARSONEK
MY COMMISSION # HH 162788
EXPIRES: September 17, 2025
Bonded Thru Notary Public Underwriters

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_____(Date) By _____(Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date)

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

CONTRACTOR'S LICENSE NUMBER **(Copy of License Attached)**

CUC1224876
State Certification Number

Marcus B. Tidey, Jr.
Individual's Name (Print or Type)

24553
Polk County Registration Number

Marcus B. Tidey, Jr.
Individual's Name (Print or Type)

112741
Polk County Business Receipt Tax (Business License)

Kamminga & Roodvoets, Inc.
Company Name (Print or Type)

ADDENDUM RECEIPT

Bidder shall acknowledge below the receipt of any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No. 1 Date 11/2/23

Addendum No. 2 Date 11/9/23

Addendum No. 3 Date 11/14/23

Addendum No. 4 Date 11/14/23

We understand all requirements and state that as a legitimate bidder we will comply with all the stipulations included in the bid package.

Submittal Date 11/29/23
(Bid Receiving Date)

BIDDER: Kamminga & Roodvoets, Inc.

BY: _____
(Authorized Signature – in ink)

James Barnes
(Printed Name of Signer)

VP Estimating
(Printed Title of Signer)

5219 Cone Rd
Address

Tampa
City

FL
State

33610
Zip Code

813-623-3031
Telephone Number

Email Address quotes@kandrincfl.com

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TIDEY, MARCUS B JR

KAMMINGA & ROODVOETS INC
5219 CONE RD.
TAMPA FL 33610

LICENSE NUMBER: CUC1224876

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

EXHIBIT II: PERFORMANCE BOND

FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.:	354228137
CONTRACTOR NAME:	Kamminga & Roodvoets, Inc.
CONTRACTOR ADDRESS:	5219 Cone Rd, Tampa, FL 33610
CONTRACTOR PHONE NO:	813-623-3031
SURETY COMPANY:	Liberty Mutual Insurance Company
	175 Berkeley Street, Boston, MA 02116
	617-357-9500
OWNER NAME:	Polk County, a political subdivision of the State of Florida
OWNER ADDRESS:	330 W. Church St Bartow, FL 33830
OWNER PHONE NO:	(863) 534-6757
OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity)	
OBLIGEE ADDRESS:	
OBLIGEE PHONE NO:	
BOND AMOUNT:	$ 558,436.20
CONTRACT NUMBER:	23-654
GENERAL DESCRIPTION OF PROJECT:	Furnish all labor, materials, supervision, and equipment necessary to restore the original drainage system along the Driftwood Drive corridor in accordance with plan sheets and project manual outlined in the bid documents.
PROJECT LOCATION:	The project is located from Bartow head North on N. Broadway Ave. Then continue North on US 98/Bartow Rd for 11.7 miles, turn right onto N Massachusetts Ave for 0.4 miles and continue heading North on FL 33 N for 3.0 miles. After, make a left turn onto Socrum Loop Rd for 1.2 miles and turn left onto E Daughtery Rd continue straight onto Lake Gibson Ln. Finally, turn right onto Driftwood Dr. All distances are approximate.

EXHIBIT II (cont'd): PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Kamminga & Roodvoets, Inc., as Principal, and Liberty Mutual Insurance Company, as Surety, located at 175 Berkeley Street, Boston, MA 02116 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars ($558,436.20) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 20___ (the "Purchase Order") between Principal and Obligee for performance of all operations required to restore the original drainage system along the Driftwood Drive corridor, at the times and in the manner proscribed in the Purchase Order; and
2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and
3. Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and
4. Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Purchase Order during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect

notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this 8th day of January, 2024.

ATTEST:

PRINCIPAL: Kamminga & Roodvoets, Inc.

BY: _____ (SEAL)

Witness: _____

Authorized Signature (Principal)

Printed Name: James Barnes

Witness: _____

Title of Person Signing Above: VP Estimating

ATTEST:

SURETY: Liberty Mutual Insurance Company

Printed Name: _____

Witness: _____

Attorney in Fact

_____ (SEAL)

Witness: _____

Printed Name Carolyn Schultz

Business Address 300 Ottawa N.W. Suite 301 Grand Ra

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

EXHIBIT III: PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Kamminga & Roodvoets, Inc., as Principal, and Liberty Mutual Insurance Company, as Surety, located at 175 Berkeley Street, Boston, MA 02116 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of Five Hundred Fifty Eight Thousand Four Hundred Thirty Six Dollars and Twenty Cents Dollars ($558,436.20) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for; #23-654, Driftwood Drive Drainage Improvement Project - ARP.

then the Surety shall have no obligation under this Payment Bond.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

In the event that the Principal shall fail to promptly make payment to any claimant as described above during the period in which this Payment Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any such failure up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Payment Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes does not affect Surety's obligation under this Payment Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this 8th day of January, 2024.

ATTEST: PRINCIPAL: Kamminga & Roodvoets, Inc.

Witness _____ BY: _____ (SEAL)

Authorized Signature (Principal)

Witness _____ Printed Name James Barnes

VP Estimating

Title of Person Signing Above

ATTEST: SURETY: Liberty Mutual Insurance Company

Printed Name

Witness _____ Attorney in Fact

Witness _____

(SEAL) Carolyn Schultz Printed Name

300 Ottawa N.W. Suite 301, Grand Rapids, MI 49503

Business Address

NOTE: Date of the Payment Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205603-975250**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carla A. Charles; Carolyn Schultz; Jamie Baxter; Jamie Navalta; Mari D. Maceri; Noelle L. Fish

all of the city of Grand Rapids state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of May, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of January, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

PART D – **EXHIBITS**

EXHIBIT I: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Kamminga & Roodvoets, Inc. (hereinafter called the Principal) and Liberty Mutual Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Massachusetts, and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of Five Percent of the Total Bid Amount dollars ($----------5%--------) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of BID #23-654, Driftwood Drive Drainage Improvements Project - ARP

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 15th day of November 2023.

ATTEST:

PRINCIPAL: Kamminga & Roodvoets, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

Witness

Witness

James Barnes
Printed Name

VP Estimating
Title of Person Signing Above

ATTEST:

SURETY: Liberty Mutual Insurance Company
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Witness

Witness

Carolyn Schultz
Printed Name

300 Ottawa N.W. Suite 301, Grand Rapids, MI 49503
Business Address

NOTES:

1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.

2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205603-975250**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carla A. Charles; Carolyn Schultz; Jamie Baxter; Jamie Navalta; Mari D. Maceri; Noelle L. Fish

all of the city of Grand Rapids state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of May, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of November, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

From:	Carolyn Schultz
To:	Guerrero, Michael
Cc:	Delaney Marsonek
Subject:	[EXTERNAL]: Bid 23-654 Driftwood Drive Drainage Improvement Project follow-up
Date:	Tuesday, December 12, 2023 3:55:28 PM
Attachments:	image001.png image002.png Pages from Submitted Bid.pdf

You don't often get email from carolyn_schultz@ajg.com. Learn why this is important

Hi Michael,

Please accept this as confirmation that the bond amount for this project is 5% of the bid amount broken out in dollar amount as follows:

Total Bid Amount: $531,844.20
5%: $26,592.21

If you need anything further from me, please let me know.

Thanks,

Carolyn Schultz, CISR, CIC, ACS
Area Assistant Vice-President, Client Service Supervisor

Gallagher

Insurance | Risk Management | Consulting

Tel: 616-459-4487| Fax: 616-233-0923
www.ajgrms.com | carolyn_schultz@ajg.com
Arthur J. Gallagher & Co.|

Gallagher
300 Ottawa, N.W., Suite 301, Grand Rapids, Michigan 49503
www.ajg.com

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Coverage cannot be bound or altered via email, fax or voice mail. Please contact a licensed representative. If you have received this in error, please delete and disregard this message.

We would like to emphasize that the discussion set forth above is only an insurance/risk management perspective and is NOT legal advice. We do not provide legal advice, as we are not qualified to do so. I highly recommend that you seek the advice of legal counsel in order to become fully apprised of the legal implications related to these issues

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2023

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

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

PRODUCER Marsh & McLennan Agency Bouchard Region 101 N Starcrest DR Clearwater FL 33765	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 727-447-6481 **FAX (A/C, No):** 727-449-1267 **E-MAIL ADDRESS:** certificates@bouchardinsurance.com
INSURED KAMMING Kamminga & Roodvoets, Inc. 3435 Broadmoor Avenue SE Grand Rapids MI 49512-2870	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg — 19445 **INSURER B :** Travelers Property Casualty Co. of Amer — 25674 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 101897397 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU Cov Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	9894837	6/1/2023	6/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X Hired [X] Non-Owned	Y	Y	5717854	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 0	Y	Y	CUP4S12646423NF	6/1/2023	6/1/2024	EACH OCCURRENCE AGGREGATE Per Project Aggregate	$2,000,000 $2,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	15853411	6/1/2023	6/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

Certificate Holder and others as required in the contract documents are an additional insured on a primary and noncontributory basis with respect to General Liability, (including ongoing and completed operations), Automobile Liability and Umbrella Liability, where required by written contract and subject to the terms, conditions and exclusions of the policy.

Waiver of subrogation applies in favor of certificate holder as respects General Liability, Automobile Liability, Umbrella Liability and Workers Compensation, only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

It is agreed by endorsement to the General Liability, Automobile Liability and Workers Compensation policy that this policy shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Todd George

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EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS
County of Hillsborough)
James Barnes, being first duly sworn, deposes and says that:

1. They are VP Estimating of Kamminga & Roodvoets, Inc., the Bidder that has submitted the attached Bid;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ■ physical presence or ☐ online notarization, this 29th day of November, 2023, by James Barnes (*name*) as VP Estimating (*title of officer*) of Kamminga & Roodvoets, Inc. (*entity name*), on behalf of the company, who ■ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Delaney Marsonek

Printed Name of Notary Public: Delaney Marsonek

Notary Commission Number and Expiration: HH 162788 9/17/25

(AFFIX NOTARY SEAL)

DELANEY MARSONEK
MY COMMISSION # HH 162788
EXPIRES: September 17, 2025
Bonded Thru Notary Public Underwriters

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of FLORIDA)
SS
County of POLK)

ALYSA MARTINEZ, being first duly sworn, deposes and says that:

1. They are SECRETAR of D & J LAWN SERVICES OF LAKELAND, L, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with BID 23-645. Driftwood Drive Drainage Improvement Project - ARP.

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11TH day of JANUARY, 2024, by ALYSA MARTINEZ (*name*) as SECRETARY (*title of officer*) of D & J LAWN SERVICES O (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Janisse Castro

Printed Name of Notary Public: Janisse Castro

Notary Commission Number and Expiration: HH386839 April 16, 2027

(AFFIX NOTARY SEAL)

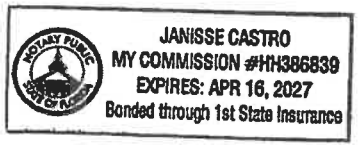


EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of Florida)
SS
County of Hillsborough)

Leaford Shakes, being first duly sworn, deposes and says that:

1. They are Owner of LS Curb Service, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with BID 23-645, Driftwood Drive Drainage Improvement Project - ARP.

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11th day of January, 2024 by Leaford Shaikes (*name*) as President (*title of officer*) of L.S. Carb Service inc (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Stephanie Carter

Printed Name of Notary Public: Stephanie Carter

Notary Commission Number and Expiration: August 29, 2025

(AFFIX NOTARY SEAL)

STEPHANIE CARTER
Commission # HH 170772
Expires August 29, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of Florida)
SS
County of Hillsborough)

David Wasielewski, being first duly sworn, deposes and says that:

1. They are Vice Pres. of Traffic Control Products of Florida, Inc., hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with BID 23-645, Driftwood Drive Drainage Improvement Project - ARP.

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11th day of January, 2024, by David Wasielewski (*name*) as Vice President (*title of officer*) of Traffic Control Products (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Bobbie Jo Strong

Printed Name of Notary Public: Bobbie Jo Strong

Notary Commission Number and Expiration: 09/18/2025

(AFFIX NOTARY SEAL)



EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of FLORIDA)
SS
County of OSCEOLA)

DOUGLAS NEGRON, being first duly sworn, deposes and says that:

1. They are PRESIDENT of ON POINT SURVEYING INC, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with BID 23-645. Driftwood Drive Drainage Improvement Project - ARP.

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 11th day of JANUARY, 2024 by DOUGLAS NEAPOLITAN (*name*) as PRESIDENT (*title of officer*) of ON POINT SURVEYING (*entity name*), on behalf of the company, who [X] is personally known to me or ☐ has produced ___ as identification.

Notary Public Signature: Saharashy Faberlle

Printed Name of Notary Public: SAHARASHY FABERLLE

Notary Commission Number and Expiration: FEB. 23. 2025

(AFFIX NOTARY SEAL)

SAHARASHY FABERLLE
MY COMMISSION # HH 074899
EXPIRES: February 23, 2025
Bonded Thru Notary Public Underwriters

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of Florida)
SS
County of Hillsborough)

Manuel Valdes, being first duly sworn, deposes and says that:

1. They are Corp. Secre of Tierra, Inc., hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with BID 23-645, Driftwood Drive Drainage Improvement Project - ARP.

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11th day of January, 2024, by Manuel Valdes (*name*) as Corporate Secretary (*title of officer*) of Tierra, Inc. (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Sharon M. Kalaf

Printed Name of Notary Public: Sharon M. Kalaf

Notary Commission Number and Expiration: 10-16-2027

(AFFIX NOTARY SEAL)



EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of Florida)
SS
County of Hillsborough)

[signature], being first duly sworn, deposes and says that:

1. They are SR RVP of Vortex Services, LLC, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with BID 23-645, Driftwood Drive Drainage Improvement Project - ARP.

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

STATE OF New Jersey

COUNTY OF Ocean

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 11 day of January 20 25, by Shawn Brady (*name*) as Regional Vice President (*title of officer*) of Mark Scarcella (*entity name*), on behalf of the company, who [X] is personally known to me or [ ] has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Courtney Swartzel

Notary Commission Number and Expiration: 02/17/26

(AFFIX NOTARY SEAL)

COURTNEY SWARTZEL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 02/17/2026

EXHIBT XVIII: CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects $250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid # 23-654, Driftwood Drive Drainage Improvement Project - ARP

Kamminga & Roodvoets, Inc.
Contractor

Signature

James Barnes
Printed Name of Signer

1/9/24
Date

POLK COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BIDDING, CONTRACT DOCUMENTS AND SPECIFICATIONS FOR:

DRIFTWOOD DRIVE DRAINAGE IMPROVEMENTS PROJECT - ARP

BID FILE NO: #23-654
County Project: 5400221

ISSUE DATE: October 4, 2023

PROCUREMENT DIVISION

330 W CHURCH ST, RM 150

DRAWER AS05, P.O. BOX 9005

BARTOW, FLORIDA 33830/33831-9005

Website: www.polk-county.net

Procurement Analyst: Michael Guerrero

E-Mail: michaelguerrero@polk-county.net

Main Number: (863) 534-6757

Fax: (863) 534-6789

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number and Title	23-654, Driftwood Drive Drainage Improvement Project - ARP
Description	Furnish all labor, materials, supervision, and equipment necessary to restore the original drainage system along the Driftwood Drive corridor in accordance with plan sheets and project manual outlined in the bid documents.
Receiving Period:	Wednesday, November 8, 2023, Prior to 2:00 p.m.
Bid Opening:	Wednesday, November 8, 2023, 2:00 p.m.
Special Instructions:	To obtain a copy of the **specifications and drawings** please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**Bid 23-654, Driftwood Drive Drainage Improvements Project - ARP.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net. A **MANDATORY** pre-bid meeting will be held Tuesday, October 10, 2023, at 9:00 a.m. at the Polk County Administration Building, located at 330 W. Church Street, Procurement Conference Room 150, Bartow, FL 33830. The pre-bid meeting will also be held using the Zoom video conferencing application. Bidders may join the Zoom meeting by clicking on the meeting link: **https://us02web.zoom.us/j/82002315224?pwd=U0pqK29DblhRbndwbFJZTWJHRUM4dz09** and use the Zoom application. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net. Bidders that do not have a Zoom account will be prompted to download the application to join the meeting. When prompted, enter Meeting ID: **820 0231 5224**. If you have any questions regarding the Zoom meeting, please call Michael Guerrero, Senior Procurement Analyst, at (863) 534-6716 for assistance no later than 4:00 p.m., Monday, September 18, 2023.

An authorized representative or agent of the Bidder must be present at this meeting in person or via conference call, as evidenced by their signature on the meeting's sign-in sheet. Attendance will be taken prior to the start and end of the meeting. Those attending via Zoom will be added to the sign in sheet by the Procurement office during the conference call. The Zoom phone number to call in is **(646) 558-8656** should the representative choose to call in rather than logging into Zoom through the application. When prompted, enter Meeting ID: **820 0231 5224.** If the Bidder does not sign-in or provide information before or after the meeting, the Bidder's submittal will be considered non-responsive.

This form is for bid registration only. Please scroll down for additional information.

BIDDER REGISTRATION
EMAIL THIS FORM BACK IMMEDIATELY TO
PROCUREMENT@POLK-COUNTY.NET

Carefully complete this form and mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

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PART A – BIDDING REQUIREMENTS

INVITATION FOR BID

NAME OF BID: Driftwood Drive Drainage Improvement Project - ARP
BID NUMBER: 23-654 PUBLIC CONSTRUCTION BOND IS REQUIRED
A **MANDATORY** pre-bid meeting will be held Tuesday, October 10, 2023, at 9:00 a.m. at the Polk County Administration building, Procurement Conference Room 150, located at 330 W. Church St, Bartow, FL 33830. TBD An authorized representative or agent of the Bidder must be present at this meeting in person or via Zoom as evidenced by their signature on the meeting's sign-in sheet. Attendance will be taken prior to the start and end of the meeting. If the Bidder does not sign-in or provide information before or after the meeting, the Bidder's submittal will be considered non-responsive.
BID DUE/DATE/TIME: **WEDNESDAY, NOVEMBER 8, 2023, PRIOR TO 2:00P.M.**
DATE/TIME OF BID OPENING: NOVEMBER 8 AT 2:00 P.M. or As Soon As Possible Thereafter
PLACE OF BID OPENING: PROCUREMENT DIVISION, 330 WEST CHURCH STREET, ROOM 150, BARTOW, FLORIDA 33830
DEADLINE FOR QUESTIONS FROM BIDDERS: MONDAY, OCTOBER 30, 2023, 4:00P.M.

INSTRUCTION TO BIDDERS

1.0 Bids

1.1 Supplementary Conditions, Special Conditions, Plans, Drawings, Instructions to Bidders, the Conditions of the Contract, Exhibits, the Bid Submittal, Technical Specifications, any resulting addenda issued, and the Contract together therein identified constitute the entire "bid package" and upon award shall constitute the Contract Documents concerning this present bid matter.

1.2 The Bid Submittal must be submitted in a sealed envelope. The face of the envelope should state the Bid Title and Bid Number, the name of the company submitting the bid and the date and time of the bid opening. Bidders are not required to return the Instructions to Bidders, Conditions of the Contract or Contract with their Bid Submittal, unless specified elsewhere in this Bid Package.

1.3 The following documents, collectively, comprise the "Bid Submittal" which, when tendered, on or before the Bid due date and time, must include:

- Part C – Bid Sheets and Acknowledgement Form,
  - With the manual signature of an authorized representative of the company or their designee,
  - Bid prices must be entered on the Part C – Bid Sheets and Acknowledgement Form (no other bid submittals will be accepted)
  - Bid 23-366, Excel Bid Sheet
  - All information requested on pages 90-92
- Exhibit I, Bid Bond.
- Exhibit IV, Non-Collusion Affidavit of Prime Bidder.
- Exhibit VI, Affidavit of Percentage of Work (this requirement does not include Exhibit VI-A and Exhibit VI-B).
- All additional information requested as a "must" item in any Addendum.
- All corrections made by the Bidder to the Bid Sheets and Acknowledgement Form should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. Should a price correction not be acknowledged, lowest price will prevail.
- One original and one copy of the complete Bid Submittal must be tendered.

1.4 All additional requested information and Exhibits must be submitted within a reasonable period of time if chosen as the apparent low, responsive and responsible bidder during the Bid Analysis phase.

- These items include:
  - Exhibit II, Performance Bond
  - Exhibit III, Payment Bond
  - Exhibit V, Non-Collusion Affidavit of Subcontractor
  - Exhibit VI-A, Subcontractor List
  - Exhibit VI-B, Good Faith Effort Documentation
  - Exhibit VII, Trench Safety Act Compliance
  - Exhibit VIII, Equal Employment Opportunity
  - Exhibit IX, Drug-Free Workplace Form
  - Exhibit X, Safety Requirements/Regulations
  - Exhibit XVIII, Certificate of Compliance
  - Exhibit XIX, Affidavit Certification Immigration Laws
  - Exhibit XXI, Scrutinized Companies Certification
  - Exhibit XXII, Certifications Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

- Exhibit XXIII, Appendix A, 44, C.F.R. Part 18 – Certification Regarding Lobbying
- Any items called for in the Supplementary Conditions

1.5 All prices quoted are to be F.O.B. job site in Polk County, Florida. Bid amount shall be inclusive of all costs. Nothing herein shall prohibit the County from deleting line items and purchasing said items directly from a supplier if it is determined that there is sufficient sales tax savings to make purchasing by the County practical.

1.6 It is the Bidder's responsibility to ensure their bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram, telephone, email or facsimile are not acceptable. The bid opening shall be public, on the date and time specified under Invitation for Bid. Bid tabulations may be downloaded from the County's web site. Each Bidder must execute their bid with their full name, and title and give their address, fax, telephone and email address. In cases where a firm or corporation submits a bid submittal, the bid submittal shall be signed with the full name of each member of the firm, or the name of the officer of the corporation authorized by its by-laws, in addition to the address of such firm or corporation and such officer.

1.7 The Bidder is solely responsible for reading and completely understanding the requirements of the Contract Documents. The bid opening time will be scrupulously observed. Under no circumstances will Bid Submittals delivered after the delivery time specified be considered. Late Bid Submittals shall not be accepted.

1.8 Bid Submittals may be withdrawn by notifying the County, in writing, at any time prior to the deadline for bid submittal. After the deadline, the bids become a record of the County and will not be returned to the Bidder unless the bid is cancelled. It is the responsibility of the Bidder to make a written request for return of the Bid Submittal after notification of cancellation. Absent this written request, the County shall destroy the submittal. Negligence on the part of the Bidder in preparing their Bid Submittal confers no right of withdrawal or modification of their Bid Submittal after such Bid Submittal has been opened by County Staff at the appointed time and place. Bid Submittals and any bid security shall be in force for a period of not less than ninety (90) calendar days after the bid opening time.

1.9 At the time and place specified for the opening of Bid Submittals (see above), every Bid Submittal properly delivered within the time specified for receiving Bid Submittals will be opened and publicly read aloud, irrespective of any irregularities found therein. Bidders and other persons interested may be present or represented.

1.10 Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

1.11 The Bidder assumes responsibility to examine the site of the Work and become familiar with the form of Submittal, Drawings, Specifications, any Addenda issued thereto and all other forms of Contractual Documents pertaining to the proposed Work. The submission of the bid shall be sufficient to establish the presumption that the Bidder has investigated the site of the Work and is satisfied as to all conditions to be encountered, the character, quantity and quality of the work to be performed and materials furnished in the completion thereof. No pleas of ignorance of conditions or difficulties that may be encountered in the execution of the Work pursuant to this bid package as a result of failure to make necessary and reasonable examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill, in every detail, all of the requirements of the Contract Documents; nor will they be accepted as a basis for any claims whatsoever for extra compensation or for any extension of time. Prior to the time specified for receiving bid submittals any interpretation or modifications of the proposed Contract documents will be made only by Addendum. The County will send a courtesy notification when addenda are issued to each person to whom attended a mandatory or non-mandatory pre-bid meeting, if applicable; and/or submitted Bidder Registration. It is the sole responsibility of the Bidders to check the County's website at https://www.polk-county.net/procurement/bids "Notice of Bids" to ensure that all available information, addenda, has been received prior to submitting a bid. The County shall not be responsible for oral instructions.

1.12 The Bid Bond shall be for 5% of the amount bid and shall be submitted with the Bid Submittal. The Public Construction Bond shall be for 100% of the amount bid and, if called out in the contract, the allowance amount; and shall be submitted to Procurement along with the executed contract documents as outlined under section 11.0, Approval of Contract. The Bid Bond and Public Construction Bond shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida.

1.13 Unless exempt under Florida Statute, Bidder should furnish a copy of either their State of Florida Contractor Certification or their Florida Registration showing they are licensed in Polk County with its Bid Submittal. The

Certification or Registration must be current and effective as of the Bid Submittal date and must be maintained throughout the life of the contract.

2.0 Pre-Qualifications

2.1 When a mandatory pre-bid meeting is specified, all Bidders must register prior to the conclusion of the meeting. Failure to do so will disqualify the firm from bidding. If there is a mandatory site visit, the Bidder must initial the registration sheet prior to completion of the visit to the site. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's registration sheet, or the Bidder's Submittal will be considered non-responsive.

2.2 It is the Bidder's responsibility to ensure that they comply with the above requirements.

3.0 Joint Venture

If a Joint Venture is contemplated, the Joint Venture Agreement between the parties must be submitted with the bid and the bid must be submitted in the name of the Joint Venture. Otherwise, the bid will be considered non-responsive.

4.0 Bid Errors

Where Bid Submittals have erasures or corrections, each erasure or correction should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. The County reserves the right to reject any Bid Submittal with such erasures or corrections where the accuracy or intent of said Bid Submittal as corrected cannot be determined by County staff. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Submittal will govern. The County staff will verify the extension of the unit prices to verify the correct amount. The County's figures shall prevail.

5.0 No Bid

Should the bidder decide there is no interest in bidding, they should return the "Statement of No Bid".

6.0 Discounts

Discounts shall not be considered in determining the lowest net cost for bid evaluation purposes.

7.0 Material and Construction

All material, equipment and construction furnished shall be new and shall be of good quality, workmanship and material. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed.

8.0 Conflict of Interest

The award hereunder is subject to the provisions of Florida Statutes, Chapter 112. All Bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the County or any of their agencies. All Bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the Bidder's firm or any of their branches.

9.0 Assignment of Contract

Bidder may not make any assignment of the resulting Contract between parties, in whole or in part, without prior written authorization as may be given at the sole discretion of the County.

10.0 Recommendation of Bid Award/Rejection of Bids

10.1 A bid may be recommended for award by the Procurement Director to the lowest responsive and responsible Bidder, provided that Bidder's bid submittal is considered (within the sole discretion of said Procurement Director) reasonable, in the best interest of County to recommend, and no bid protest has been filed. Unless otherwise noted, the basis of recommendation will either be the Base Bid, the Base Bid plus all alternates or any combination thereof, whichever is in the best interest of the County or may be determined by the availability of funds. Should the basis of award be the Base Bid plus selected alternates, the priority of the selection of those alternates will be set forth in the Supplementary Conditions if applicable. The successful Bidder to whom a bid is recommended for award will be so notified by County staff. The Procurement Director, however, at their sole discretion, reserves the right to reject any and all bid submittals or to waive any informality concerning the bid submittal whenever such rejection or waiver is in the best interest of the County. The Procurement Director, likewise, reserves the right to reject the bid submittal of any Bidder who has previously failed to perform properly or to complete on time, contracts of a similar nature; or who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, materialmen or employees.

10.2 As part of the recommendation of award by the Procurement Director, any actual bidder or proposed bidder who is allegedly aggrieved in connection with the solicitation or pending recommendation of award of a contract may protest to the Procurement Director, in accordance with the Procurement Policies and Procedures Manual. The procedures are available at the Polk County Procurement Division at (863) 534-6757. Any person who wishes to file a protest regarding the recommendation of award may do so by submitting a non-refundable cashier's check in the amount of $1,000.00 with their initial protest. Failure to follow the bid protest procedure requirements with the time frames prescribed herein as established by Polk County, Florida, shall constitute a waiver of your protest and any resulting claims. If

no protests are received, the Procurement Director will work with the Procurement Analyst assigned to this bid to coordinate that the contract documents are executed by the recommended Bidder and placed on a Board agenda for approval by the Board and execution by the Chairman of the Board.

11.0 Approval of Contract

The recommended Bidder will be required to execute the contract documents as outlined in the bid package including, the Public Construction Bond, all signed exhibits and other required information stated in the supplemental conditions or any addendums. The executed documents should be returned to Procurement within 10 working days of the documents being sent by Procurement to the Bidder for execution. After the executed documents are received back by Procurement they will be given to the County Attorney's Office for approval to be added to a Board agenda for Board approval and execution by the Chairman of the Board.

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

12.0 Security Forfeiture

If after Bidder's receipt of a notice of recommendation for award the successful Bidder refuses or otherwise neglects to execute and deliver the required Contract documents, including the Public Construction Bond, all signed exhibits, required insurance documents and other required information stated in the supplemental conditions or addendums within a reasonable time, the amount of the Bidder's bid security (Bid Bond) may be forfeited and the award rescinded if such action is deemed to be in the best interests of the County. The Procurement Director will make the determination of "a reasonable time". It is recommended that the executed contract documents be returned to Procurement within 10 working days of the documents being sent by Procurement to the recommended Bidder for execution. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of their bid security or as a defense to any action based upon the neglect or refusal to execute the required agreement or furnish the required bonds and insurance certification.

13.0 Laws, Codes and Regulations

The Bidder shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or affecting materials or methods used, and govern itself in accordance with them. If the Bidder observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify

the County in writing. Failure of the Bidder to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Bidder shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.

14.0 Safety Requirements/Regulations

14.1 All Bidders are required to submit with their Bid Submittal, Exhibit X, Safety Requirements/Regulations which states that if the firm falls under the Occupational Health and Safety Administration (OSHA) Regulations, as interpreted by OSHA, the successful contractor will be able to provide, at the request of the County, a copy of their OSHA 300 Log for the past three (3) years, a copy of the Workers Compensation Modification Rate; a copy of the Contractor's Safety and Health Program, and a copy of the Contractor's Drug Free Workplace Program. Any questions regarding the compliance with this provision shall be directed to Polk County Safety and Loss Control Coordinator, Risk Management Division, (863) 534-5267.

14.2 The Bidder is hereby notified that if awarded the bid and it involves work such as maintenance, repair, turnaround, renovation, construction or engineering on chlorine disinfection facilities or other covered process(es) must be able to provide, at the request of the County, the following items for review: OSHA 300 Log for past five (5) years, current safety program, training program and experience with other related processes. Documented evidence showing compliance with confined space entry, lockout/tagout, emergency response and safe work is required. All contract workers must comply with the facility's safe work practices and controls outlined in the facility safety manual and operating procedures.

14.3 The Bidder is hereby notified that if awarded the bid they shall be responsible for maintenance of traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. The Contractor shall construct and maintain detours and provide facilities for access to residences, businesses, etc., along the project. The contractor shall furnish, install and maintain traffic control and safety devices during construction, furnish and install work zone pavement markings for maintenance of traffic in construction areas, and provide any other special requirements for safe and expeditious movement of traffic specified on the plans. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Refer to Florida Department of Transportation's (FDOT) latest edition of the Standard Specifications for Road and Bridge Construction and the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) for the

minimum national standard for traffic control for highway construction, maintenance, and utility operation.

15.0 Liquidated Damages

Bidders are hereby advised that if the Contract documents so indicate, a reasonable amount for liquidated damages may be assessed for Contractor's failure to meet stated specifications, schedule, or other relevant issues as determined by the County. Information regarding the composition of liquidated damages can be found in the Supplementary Conditions. The liquidated damages are not intended as a penalty.

16.0 Standard Basis for Bidding

Where a particular system, product or material is specified by name, it shall be considered as a standard basis for bidding and as the most satisfactory for its particular purpose. Where two or more products, materials or manufacturers are specified by name, each shall be considered as a predetermined equal and acceptable for its particular purpose; and the bidder may use any of the listed items within their bid.

17.0 Preconstruction Conference

After the Board has approved the Bidder's executed contract and prior to the start of construction, a joint meeting may be held with representatives of the successful Bidder, the County and other invited parties or government agencies which may be affected by or have jurisdiction over the Work.

18.0 Florida Public Entity Crime Statute

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public, work, may not submit bids 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. [(Florida Statutes Section 287.012(11)(16), Section 287.058, Section 287.133, paragraph (2)(a)] By submitting this bid, bidder hereby certifies that they have complied with said statute.

19.0 Preference for Drug-Free Workplace-*Omitted intentionally, not applicable with Federal funding.*

20.0 Requirement to list Subcontractors

The successful Contractor shall provide a list of all proposed subcontractors, other persons or entities (including those who are to furnish materials or equipment fabricated to a special design), the associated costs, and company classification on Exhibit VI-A, Subcontractor List, upon request by Procurement Staff. Exhibit VI-A may be requested during the bid analysis and again at the project close-out. The list must contain all subcontracted areas of work including those areas of work being self-performed. The total of work noted on this list must match the bid amount stated on Part C, Bid Submittal.

In addition, the successful Contractor should provide documentation reflecting their "Good Faith Effort" in securing the services of minority owned businesses for any appropriate subcontracted areas of work. This documentation shall be noted on Exhibit VI-B, Good Faith Effort, and shall be provided upon request by Procurement Staff.

21.0 Women/Minority Business Enterprise Outreach (WMBE's)

The County hereby notifies all Bidders that W/MBE's are to be afforded a full opportunity to participate in any bid by the County and will not be subject to discrimination on the basis of race, color, sex or national origin. The County asks that Bidders make good faith efforts to use qualified W/MBE subcontractors in preparing their bid. The W/MBE's must be identified as such on the subcontractors list. Bidders are encouraged to contact the Supplier Diversity Office, at (863) 534-5959 for assistance. If a Bidder makes a good faith effort to find and utilize qualified W/MBE subcontractors, but is not successful, they have fulfilled the Good Faith Effort required. Good Faith Effort shall be described as the effort put forth by bidders on construction bids to solicit prices from women/ minority contractors.

22.0 Equal Opportunity for Contractors and Subcontractors

Pursuant to U.S. Executive Order 11246, as amended, you are advised that under the provisions of government contracting, and in accordance with the Executive Order, contractors and subcontractors are obliged to take affirmative action to provide equal opportunity without regard to race, creed, color, national origin, age or sex.

23.0 Additions/Revision/Deletions

Additions, revisions or deletions to the general conditions, specifications or bid price sheets by a Bidder that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the bid.

24.0 Unit Prices

Unless otherwise stated in this document unit prices will be utilized to adjust the total compensation due the successful Bidder based on actual quantities provided as part of the Work and verified by the County. Significant changes in quantities, including deletion of any particular item are possible. Negotiation of unit prices shall not be allowed except under conditions of Force Majeure, where those conditions are sufficiently documented to the full satisfaction of the County. No other claim to negotiate unit prices will be considered.

25.0 Code of Ethics

If any bidder violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

26.0 Questions

All questions must be submitted in writing and addressed to the appropriate person in the Procurement Division by the specified date and time as listed on page IB-1. The bid cover sheet provides the name of the Procurement Division contact person, as well as their phone number, fax number and e-mail address.

27.0 Bid Protest

Procedures for filing a protest may be obtained from the County's Procurement Division. Failure to follow the bid protest procedure requirements within the time frames prescribed herein as established by the County shall constitute a waiver of the Bidder's right to protest and any resulting claims.

28.0 Local Preference *Omitted intentionally, not applicable with Federal funding.*

29.0 Vendor Preference- *Omitted intentionally, not applicable with Federal funding.*

Bid Submittal Instructions

Respondents must submit one (1) original copy of the bid submittal prior to 2:00 p.m. on the bid receiving date. Bids must be submitted in a "sealed" parcel or electronically through Polk County's secure website, Kiteworks. Bids will be publicly opened at 2:00 p.m. on receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel bid, please cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

Sealed Bid. DO NOT OPEN	
Sealed Bid Number	23-654
Bid Title	Driftwood Drive Drainage Improvement Project - ARP
Due Date/Time:	November 8, 2023, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Sealed parcel bids may be mailed, express mailed or hand delivered. It is the Bidders responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Bids delivered at 2:00 p.m. or later will not be accepted.

Electronic Bid Submittal:

If you are interested in submitting your bid electronically bidders may do so via the County's secure electronic submittal website, Kiteworks. Bidders must email michaelguerrero@polk-county.net at least 48 hours prior to bid opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for bid sheets. Please use the naming conventions for your files as follows:

For PDF documents "Bid 23-654 – <Contractor Name> Bid Submittal"

For Excel Bid Sheets "Bid 23-654 – <Contractor Name> Bid Sheet"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Procurement recommends that bidders submitting electronically double check the documents submitted into Kiteworks to ensure all requested information and bid sheet have been uploaded. Failure to upload the completed bid sheet will result in the bid submittal being deemed nonresponsive.

PART B – CONDITIONS OF CONTRACT

GENERAL CONDITIONS

ARTICLE 1 – CONTRACT DOCUMENTS

1.0 The Contract Documents comprise the entire contract between the County and the Contractor.

ARTICLE 2 – DEFINITIONS

2.0 Whenever used in any of the Contract Documents, the following meaning shall be given to the terms herein

2.1 The term **"Addendum"** or **"Addenda"** means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the County to prospective Bidders prior to the time of receiving Bids.

2.2 The term **"Allowance Authorization Release"** means the written pre-approval forms signed by the County Manager or their designee for all allowance work.

2.3 The term **"Allowance Work"** means work that may not have been in the specifications and is deemed by the County to be necessary.

2.4 The term **"Application for Payment"** means the pay request accepted by the Professional and the County which is to be used by the Contractor in requesting progress or final payments that is accompanied by such supporting documentation as is required by the Contract Documents.

2.5 The term **"Bid Submittal"** means the offer or submittal of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

2.6 The term **"Bonds"** means the Bid and Public Construction Bond and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

2.7 The term **"Change Order"** means any change that requires the County's approval and either includes a change in the work or a change in the Contract Time.

2.8 The term **"Construction Change Directive"** means any change initiated by the County where a change order has not been agreed to between the County and the Contractor.

2.9 The term **"Contract"** means the Contract executed by the County and the Contractor.

2.10 The term **"Contractor"** means the person, firm or corporation entering into the Contract with the County to construct and install the improvements embraced in this Contract.

2.11 The term **"Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers"** means the form that the Contractor must execute and submit with each Application for Payment certifying that the Contractor has paid all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include payments of retainage) that the County has made to Contractor for Work that has been satisfactorily completed.

2.12 The term **"Contract Documents"** means and shall include the following: Special Conditions, Plans, Drawings, Relocation Schedule Permits, Instruction to Bidders, General Conditions, Exhibits, Supplementary Conditions, Technical Reports, Technical Specifications, Bid Submittal, Bid and Public Construction Bonds, all Addenda issued by the County, Certificates of Insurance, Permits, Notice of Award, Allowance Authorization Release Form, Change Order Form, Substantial Completion Form and Final Completion Form duly delivered after execution of Contract.

2.13 The term **"Contract Time"**, unless otherwise provided, means the period of time including adjustments by Change Order, allotted in the Contract Documents for substantial completion of the work.

2.14 The term **"County"** means Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.

2.15 The term **"Day"** may be either a working day or a calendar day as defined in the bid documents. When the Contract Time is specified as calendar days, workdays will be established in the supplementary conditions. Workdays are defined as those days of the week and hours of the day that the Contractor may perform the scope of work defined in the Bid Document. If a workday day shall fall on a County Holiday that day shall be omitted from the computation of days for Contract Time. County Holidays are: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving day, the Friday following Thanksgiving Day, Christmas Eve and Christmas Day, all as adopted by the Board of County Commissioners.

2.16 The term **"Drawings"** means the Drawings or plans listed in Part F.

2.17 The term **"Effective Date of the Contract"** means the date on which the contract has been approved by the Board and executed by the Chairman of the Board.

2.18 The term **"Field Order"** means a written direction to the Contractor from the Professional that modifies Drawings and Specifications without changing Contract Price or Contract Time.

2.19 The term **"Free on Board"** (FOB) means the cost of the goods including the shipment to the job site.

2.20 The term **"Good Faith Efforts"** means documented efforts to secure the participation of women and/or minority-owned subcontractors utilizing available resources to assist Bidder.

2.21 The term **"Lump Sum"** means that portion of the total contract amount that is fixed as a result of the amount of the bid submitted by the Contractor. If there is no "Allowance for Work" this amount is the total Contract amount. If there is an "Allowance for Work" then the bid price and the amount of the "Allowance for Work" becomes the total Contract amount.

2.22 The term **"Not to Exceed"** means that portion of the total Contract amount described as "Allowance for Work" that along with the amount of the bid submitted by the Contractor becomes the total Contract amount. Changes in the Work submitted by the Contractor that are eligible and approved for funding from the "Allowance for Work" shall not exceed the amount provided a "Allowance for Work" either in a single request or cumulative during the performance of the Work.

2.23 The term **"Notice of Award"** means the written notice issued by the County to the successful bidder.

2.24 The term **"Notice to Proceed"** means a written notice issued by the Procurement Division to the Contractor fixing the date on which the Contract Time will commence and the Contractor shall start to perform the obligations under the Contract Documents, unless otherwise specified in the Notice to Proceed. The actual Start Date shall be within ten (10) days of Notice to Proceed date or when all applicable permits have been secured, unless otherwise stated.

2.25 The term **"Professional"** means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the design and/or resident engineering services for the Work. The Professional can also serve as the Project Manager.

2.26 The term **"Project Area"** means the area within which are the specified Contract Limits of the improvements contemplated to be constructed in whole or in part under this Contract.

2.27 The term **"Project Manager"** means the Polk County representative in charge, employed by the County, for the purpose of directing or being in charge of the work embraced in this Contract.

2.28 The term **"Procurement Director"** means the Director of Polk County Procurement Division or their authorized representatives.

2.29 The term **"Start Date"** means the date of commencement of the work.

2.30 The term **"Subcontractor"** means a person or entity who has a direct contract with the Contractor to perform a portion of the Work, to include a person or entity who provides equipment to support completion of the Work under an equipment-rental agreement.

2.31 The term **"Supplier"** means a person or entity that furnishes materials or equipment that is incorporated into the Work or that is stockpiled within the Project Area or a nearby vicinity for which the County has made partial payment.

2.32 The term **"Technical Reports"** means the reports issued by the County or the Project Manager consisting of written technical material such as soil reports.

2.33 The term **"Work"** means the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor; furnishing and incorporating material and equipment in the construction; performing or furnishing services; and furnishing documents, all as required by the Contract Documents.

ARTICLE 3 – PRELIMINARY MATTERS

3.1 Delivery of Bonds

3.1.1 When the **Contractor** delivers the executed Contract to the **County**, the **Contractor** shall also deliver to the **County** such Bonds and insurance as may be required in accordance with these Contract Documents.

3.2 Copies of Documents

3.2.1 After the award of the Contract, the **County** shall furnish the **Contractor**, one set of Contract Documents for execution of the work.

3.3 Commencement of Contract Time; Notice to Proceed

3.3.1 The Contract Time shall commence as established in the Notice to Proceed. A Notice to Proceed may be given at any time after the execution of the Contract by the Chairman of the Board of County Commissioners and after a pre-construction meeting, if applicable.

3.4 Starting the Work

3.4.1 The **Contractor** shall begin the Work on the start date established. No work shall be done prior to the date on which the Contract Time commences. Any work performed by the **Contractor** prior to the date on which Contract Time commences shall be at the sole risk of the **Contractor**.

3.5 Before Starting Construction

3.5.1 Before undertaking each part of the Work, the **Contractor** shall carefully study and compare the Contract Documents; check and verify pertinent figures shown thereon and all applicable field measurements. The **Contractor** shall promptly report, in writing, to the **Professional** and the **County** any conflict, error, ambiguity or discrepancy which the **Contractor** may discover and shall obtain a written interpretation or clarification

from the **Professional** before proceeding with any Work affected thereby. The **Contractor** shall be liable to the **County** for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, if the **Contractor** knew or reasonably should have known thereof.

3.5.2 Prior to the Notice to Proceed (unless otherwise specified in the General Requirements), the **Contractor** shall submit to the **Professional** and the County for review and ultimate approval the following:

3.5.2.1. a preliminary schedule of the required shop drawings and submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal.

3.5.2.2 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price. The schedule of values should subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction with sufficient breakdown of lump sum prices to identify items of work. Such amounts will include an appropriate amount of overhead and profit applicable to each item of work. A copy of the schedule of values, with the appropriate bid number and the appropriate W/MBE classification in accordance with Section 16.1.2. shall be sent to the Procurement Division, 330 West Church Street, Bartow, Florida 33830.

3.5.2.3. A construction schedule acceptable to the **Professional** and the **County** that clearly shows in graphic form the Work from start to finish describing in sufficient detail the minor and major tasks that in the course of their completion or the failure thereof will impact the Contractor's ability to complete the Work within the contract time. This schedule shall be updated and accompany every application for payment submitted. Should the updated schedule show any portion of the Work to be behind, the Contractor shall submit with the updated schedule a detailed recovery plan. This updated construction schedule shall be reviewed and approved by the **Professional** or the **County** at the time of a construction progress meeting that coincides with the submission of the progress application for payment. Failure to submit this recovery plan with the updated schedule will cause the application for payment to be rejected until such time the recovery plan is submitted.

3.5.3 Prior to the effective date of the Contract, the **Contractor** shall deliver to the **County**, with copies to each additional insured identified in the Supplementary Conditions, an original certificate of insurance (and other evidence of insurance which the **County** may reasonably request) which the **Contractor** is required to purchase and maintain in accordance with Article 6.

3.5.4 Before any Work at the site is started, a conference attended by the **Contractor, Project Manager, Procurement Representative, Professional** and others as

appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in 3.5.2, procedures for handling shop drawings and other submittals, processing applications for payment and maintaining required records. Unless otherwise provided in the Contract Documents, the schedules submitted in accordance with 3.5.2, the **Contractor** shall have an additional ten (10) calendar days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to the **Contractor** until the schedules are submitted to and deemed acceptable by the **Professional** as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time; but such acceptance will neither impose on the **Professional** responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve the **Contractor** from the **Contractor's** full responsibility. The **Contractor's** schedule of shop drawings and submittals will be acceptable to the **Professional** as providing a workable arrangement for reviewing and processing the required Submittals. The **Contractor's** schedule of values shall be approved by the **Professional** and the **County** as to form and substance.

3.5.5 The **Contractor**, in addition to preparing an initially acceptable schedule, shall be responsible for maintaining the schedule, including updating the schedule. Schedule updates shall include progression of work as compared to scheduled progress of work. **SCHEDULE UPDATES MUST ACCOMPANY EACH PAY REQUEST**.

ARTICLE 4 – CONTRACT DOCUMENTS, GOVERNING LAW AND VENUE, INTENT, DISCREPANCIES, AMENDING AND REUSE

4.1 Precedence

4.1.1 The Contract Documents comprise the entire agreement between the **County** and the **Contractor** concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Laws of the State of Florida; Venue shall be Polk County.

4.1.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, material or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe the Work, material or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the drawings and specifications shall be issued by the **Professional**.

4.1.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated

in 4.3.1 or 4.3.2, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

4.1.4 Reference to standards, specifications, manuals or codes of any technical society, organization or associations, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, version, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

4.2 Conflicts

4.2.1 If, during the performance of the Work, the **Contractor** discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in 7.2, the **Contractor** shall report it to the **Professional and Project Manager** in writing at once; and the **Contractor** shall not proceed with the Work affected thereby (except in an emergency as authorized by 7.13) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in 4.3.1 or 4.3.2; however, the **Contractor** shall not be liable to the **County** for failure to report any such conflict, error, ambiguity or discrepancy unless the **Contractor** knew or reasonably should have known.

4.2.2 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of the **County, Contractor** or **Professional**, or any of their subcontractors, consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the **County, Professional** or any of the **Professional's** consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of 10.7.1 or any other provision of the Contract Documents.

4.3 Amending

4.3.1 The Contract Documents may be amended to provide for additions, deletions and revisions to the Work by a Change Order or an Allowance Authorization.

4.3.2 In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification.

4.4 Reuse of Documents

4.4.1 The **Contractor**, any Subcontractor, Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the **County** shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the **Professional** or the **Professional's** consultant; and shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of the **County** and specific written verification or adaption by the **Professional.**

ARTICLE 5 – PROJECT CONDITIONS

5.1 Availability of Lands

5.1.1 The **County** shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the **Contractor.** Upon reasonable written request, the **County** shall furnish the **Contractor** with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed. The **County** shall identify any encumbrances or restrictions not of general application, but specifically related to use of lands so furnished with which the **Contractor** will have to comply in performing the Work. Necessary easements or rights-of-way will be obtained and expenses will be borne by the **County**. If the **Contractor** and the **County** are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Time as a result of any delay in the **County's** furnishing these lands, rights-of-way or easements, the **Contractor** may make a claim therefore as provided in Articles 12 and 13. The **Contractor** shall provide for all additional lands and access, which includes access by **County** personnel thereto that may be required for temporary construction facilities or storage of material and equipment.

5.2 Subsurface and Physical Conditions

5.2.1 Reference is made to the Supplementary Conditions for identification of those reports of exploration and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents.

5.3 Limited Reliance by Contractor Authorized Technical Data

5.3.1 The **Contractor** may rely upon the general accuracy of the "technical data" contained in reports and drawings provided by the **County**. Such "technical data" is

identified in the Supplemental Conditions. Except for said reliance on such "technical data," the **Contractor** may not rely upon or make any claim against the **County**, **Professional** or any of the **Professional's** consultants with respect to:

5.3.1.1 the completeness of these reports and drawings for the **Contractor's** purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by the **Contractor** and safety precautions and programs incident thereto; or

5.3.1.2 other data, interpretations, opinions and information contained in said reports or shown or indicated in said drawings; or

5.3.1.3 any **Contractor** interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

5.4 Unknown or Concealed Conditions

5.4.1 If conditions are encountered, excluding existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the **Contractor** shall give the **County** notice, through the **Professional,** immediately before conditions are disturbed and in no event no later than 24 hours after first observance of the conditions.

5.4.2 The **Project Manager** and the **Professional** shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the **Contractor's** cost of, or time required for, performance of any part of the Work, the **Project Manager** and the **Professional** shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the **Project Manager** and the **Professional** determine that the conditions at the site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Contract is justified, the **Professional** shall notify the **Contractor** of the determination in writing. The Work shall be performed after the **Professional** provides direction.

5.5 Physical Conditions – Underground Facilities

5.5.1 The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the **County** or the **Professional** by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

5.5.1.1 The **County** and the **Professional** shall not be responsible for the accuracy or completeness of any such information or data; and

5.5.1.2 The cost of the following will be included in the Contract Price and the **Contractor** shall have full responsibility for (i) reviewing and checking all such information and data; (ii) locating all Underground Facilities shown or indicated in the Contract Documents; (iii) coordination of the Work with the owners of such Underground Facilities during construction; and (iv) the safety and protection of all such Underground Facilities as provided in 7.11 and repairing any damage resulting from the Work.

5.5.2 If an Underground Facility is uncovered or revealed at or continuant to the site which was not shown or indicated in the Contract Documents, the **Contractor** shall, promptly after becoming aware of and before further disturbing conditions affected by or performing any Work in connection therewith (except in an emergency as required by 7.13), identify the owner of such Underground Facility and give written notice to that owner and to the **County** through the **Professional.** The **Project Manager** and the **Professional** will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If the **Project Manager** concludes that a change in the Contract Documents is required, a Change Order will be issued as provided in Article 11 to reflect and document such consequences. During such time, the **Contractor** shall be responsible for the safety and protection of such Underground Facility as provided in 7.11. The **Contractor** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that the **Contractor** did not know of and could not reasonably have been expected to be aware of or to have anticipated. If the **County** and the **Contractor** are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Time, the **Contractor** may make a claim therefore as provided in Articles 12 and 13. However, the **County** and the **Professional** shall not be liable to the **Contractor** for any claims, costs, losses or damages incurred or sustained by the **Contractor** on or in connection with any other project or anticipated project.

5.6 Reference Points

5.6.1 The **County** shall provide the **Contractor** surveys to establish reference points for construction, which in the **County's** judgment are necessary to enable the **Contractor** to proceed with the Work. The **Contractor** shall be responsible for laying out the Work; shall protect and preserve the established reference points; and shall make no changes or relocation without the prior written approval of the **County**. The **Contractor** shall report to the **Professional** whenever any reference point is lost or destroyed or requires relocation of such reference points by professionally qualified personnel.

5.7 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

5.7.1 The **County** shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive material or any hazardous material uncovered or revealed at the site which was not shown or indicated in drawings or specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. The **County** shall not be responsible for any such material brought to the site by the **Contractor**, Subcontractor, Suppliers or anyone else for whom the **Contractor** is respon**sible.**

5.7.2 The **Contractor** shall immediately: (i) stop all work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by 7.13); and (ii) notify the **County** and the **Professional** (and thereafter confirm such notice in writing). The **County** shall promptly consult with the **Professional** concerning the necessity for the **County** to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. The **Contractor** shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after the **County** has obtained any required permits related thereto and delivered to the **Contractor** special written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work; or (ii) specifying any special conditions under which such Work may be resumed safely.

If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of such work stoppage or such special conditions under which Work is agreed by the **Contractor** to be resumed, either party may make a claim therefore as provided in Articles 12 and 13.

5.7.3 If, after receipt of such special written notice, the **Contractor** does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then the **Contractor** may order such portion of the work that is in connection with such hazardous conditions or in such affected area to be deleted from the Work. If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 12 and 13. The **County** may have such deleted portion of the Work performed by the **County's** own forces or others in accordance with Article 8.

5.7.4 The provisions of 5.2 and 5.5 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

Article 6 - BONDS, INSURANCE, INDEMNIFICATION

6.1 Public Construction Bond and Other Bonds

6.1.1 The **Contractor** shall furnish a Public Construction Bond, unless otherwise stated in the Invitation for Bid, in an amount equal to the amount recommended for award and, if called out in the contract, the allowance amount, as security for the faithful performance and payment of all the **Contractor's** obligations under the Contract Documents. This Bond shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents. The **Contractor** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as otherwise provided by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated AVIII or better.

6.1.2 The **Contractor** shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bond in the same amount of one or more change orders.

6.1.3 The bonds required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certify copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Supplementary conditions.

6.1.4 If the surety on any bond furnished by the **Contractor** is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the **Contractor** shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the **County.**

6.2 Certificates of Insurance

6.2.1 All insurance required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from an insurance company that is duly licensed or authorized in the State of Florida to issue insurance policies for the limits and coverages so required. Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

6.2.2 The **Contractor** shall deliver to the **County**, with copies to each additional insured identified in 6.3.1, certificates of insurance (and other evidence of insurance requested by the **County** or any other additional insured) which the **Contractor** is required to purchase and maintain in accordance with 6.3.1.

6.3 Contractor's Liability Insurance

6.3.1 The **Contractor** shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from **Contractor's** performance and furnishing of the Work and the **Contractor's** other obligations under the Contract documents, whether it is to be performed or furnished by the **Contractor**, Subcontractor, Supplier or anyone for whose acts any of them may be liable. The **Contractor** shall purchase and maintain in force during the contract period with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category, and acceptable to the **County** the following insurances. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

a. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	$100,000
All States Endorsement	Statutory
USL & H Endorsement	Statutory
Voluntary Compensation	Statutory

b. Commercial General Liability Insurance, naming the **County** (Owner) as an additional insured and/or Owner Protective Liability, when required by the County's Risk Manager, Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed $25,000.

Aggregate Combined:	$2,000,000
Each Occurrence:	$1,000,000
M&C/CGL	$_____
Broad Form CGL	$1,000,000

Contractual Liability	$1,000,000
Products	$_____
Completed Operations	$1,000,000
Personal Injury	$_____
Independent Contractors	$_____
XCU Property Damage Excel	$_____
Excess Liability	$_____

Regarding Completed Operations Liability: Continue coverage in force for two (2) years after **County's** acceptance of the project.

c. Automobile Liability Insurance. Coverage shall be maintained by the **Contractor** as to the ownership, maintenance and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury & Property Damage Liability	$1,000,000
Combined Single Limit Each Accident	

These policies will provide that:

1) The insurer(s) waive their rights of subrogation in favor of the **County**, their officials, employees, agents and consultants for Workers' Compensation and General Liability.

2) The **County**, a political subdivision of the State of Florida, shall be named as an additional insured with respect to liability arising from the work performed for the County by the Contractor (as defined by the scope of this bid and subsequent contract) for Automotive and General Liability policies of insurance. This should be stated on Certificate(s) of Insurance and subsequently endorsed into the policies. Renewal notices to be sent to the Procurement Division.

3) The **Contractor** shall not be given Notice to proceed under this contract until it has obtained all the insurance required by the Contract Documents and such insurance has been approved by the **County**. The original insurance certificates shall be given to:

Polk County, a political subdivision of the State of Florida
P.O. Box 9005, Drawer AS05
Bartow, Florida 33830

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

6.3.2 Notwithstanding any other provision of these documents to the contrary, the **Contractor** shall not provide Builder's Risk or Architects' and Engineers' Professional Liability Insurance unless specially requested by the **County.** The **County** has Builder's Risk coverage and will provide the **Contractor** with appropriate Certificate of Insurance upon request. The County's Builder's Risk policy does not insure the **Contractor's** tools, machinery or equipment that is stored at the job site. If the **Contractor** is required to store tools, machinery or equipment at the job site, the **Contractor** should provide insurance in the form of an equipment floater for the **Contractor's** tools and equipment. The **County** should be named as an additional insured on the **Contractor's** policy, with an appropriate waiver of subrogation as to any claims the **Contractor** or the **Contractor's** insurer may have against the **County** arising from the storage of the **Contractor's** tools and equipment.

6.3.3 The **Contractor** shall not allow a Subcontractor to work on a project without either Subcontractor carrying their own Workers' Compensation and Liability insurance or the **Contractor** covering the Subcontractor under their policies. The policy is the same for each succeeding sub-tier contractor. The **County** may request proof of such coverage for any Subcontractor at any time during the project.

6.3.4 Any additional insurance, if required, will be called out in the Supplementary Conditions.

6.4 Receipt and Application of Insurance Proceeds

6.4.1 Any insured loss under the policies of insurance required by this agreement will be adjusted with the **County** and made payable to the **County** as fiduciary for the insured as their interest may appear. The **County** shall account for all money received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced; the money so received applied on account thereof; and the work and cost thereof covered by an appropriate change order or written amendment as determined by the **County.**

6.4.2 The **County** as fiduciary has the power to adjust and settle any loss with the insurers. If such objection is made, the **County** as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties and interests may reach. If no such agreement among the parties and interests is reached, the **County** as fiduciary shall adjust and settle the loss with the insurers.

6.5 Indemnification

6.5.1 The **Contractor** shall indemnify, defend (by counsel reasonably acceptable to County) and hold harmless the County and its employees and agents from and against

all liabilities, claims, suits, demands, damages, losses and expenses, including attorney fees, including, but not limited to or resulting from the performance of its Work, provided that any such liability, claim, suit, demand, damage, loss or expenses (a) is attributable to bodily injury, personal injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

6.5.2 In any and all claims against the **County** or any of its agents or employees by any employee of the **Contractor**, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensations or benefits payable by or for the **Contractor** or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.5.3 The **Contractor** shall indemnify and hold harmless the **County** and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses or expenses (including attorney fees) arising out of any infringement of patent or copyrights held by others; and shall defend all such claims in connection with any alleged infringement of such rights.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.1 Supervision and Superintendence

7.1.1 The **Contractor** shall provide at all times when the Work is being executed a competent superintendent to supervise and direct the Work in accordance with the Contract Documents. Prior to the commencement of the Work the **Contractor** shall provide a resume of the superintendent that will be assigned the responsibility to supervise the Work. If in the judgment of the **County** the proposed superintendent lacks the experience, skills and expertise to competently and efficiently supervise and direct the Work, then the **County** may require the **Contractor** to assign a different superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before. The **Contractor** shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the **Contractor** shall not be responsible for the negligence of others in the design or specifications of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. The **Contractor** shall be responsible to see that the completed Work complies accurately with the Contract Documents.

7.1.2 The **Contractor** shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to

the **County**, through the **Professional**, except under extraordinary circumstances. The superintendent will be the **Contractor's** representative at the site and shall have authority to act on behalf of the **Contractor**. All communications to the superintendent shall be as binding as if given to the **Contractor**.

7.2 Labor, Material and Equipment

7.2.1 The **Contractor** shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The **Contractor** shall at all times maintain good discipline and order on the site.

7.2.2 The **Contractor** shall furnish and pay for all material, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power, light, heat, telephone, water facilities, sanitary facilities, all other facilities and all other incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

7.2.3 All material and equipment shall be new and of good quality, except as otherwise provided in the Contract Documents. If required by the **Professional**, the **Contractor** shall furnish satisfactory evidence as to the kind and quality of material and equipment.

7.2.4 All material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the Contract Documents.

7.3 Substitute Material or Equipment

7.3.1 If the **Contractor** wishes to furnish or use a proposed substitute after the award of the Contract, it shall within thirty (30) calendar days after Notice to Proceed make written application to the **Professional** and the **Project Manager** for consideration of such substitute, certifying in writing that the proposed substitute: will perform adequately the duties imposed by the general design; be similar and of equal substance or quality to that specified; and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the prior written approval of the **Professional**. The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance and claims of other contractors affected by the resulting change, all of which shall be considered by the **Project Manager** and the **Professional** in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the Professional shall be by Change Order.

7.3.2 This paragraph applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the **Contractor** for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the end result. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The **Contractor** must state that they are submitting a VECP proposal. The VECP shall be submitted to the **County** through the **Professional.** The **County** reserves the right to reject, at their discretion, any VECP submittal. As a minimum, the following information shall be submitted by the Contractor with each VECP:

1) A description of the difference between the existing contract requirement and the proposed change;

2) The comparative advantages and disadvantages; and

3) Separate detailed cost estimates for both the existing contract requirement and the proposed change.

If a VECP is approved by the **County**, the **Contractor** may be entitled to share in the savings up to fifty percent (50%).

7.4 Concerning Subcontractors

7.4.1 The **Contractor** shall be fully responsible for all acts and omissions of their Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the **Contractor**. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the **County** or any obligation on the part of the **County** to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The **County** may furnish to any Subcontractor, to the extent practical, evidence of amounts paid to the **Contractor** for specific Work done.

7.4.2 The **Contractor** shall identify and provide information on Subcontractors, Suppliers and other persons or organizations which shall be used by the **Contractor**, in accordance with requirements of the Contract Documents.

7.4.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the **Contractor** in dividing work among Subcontractor or delineating the Work to be performed by any specific trade.

7.4.4 The **Contractor** agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents, including but not limited to the General Conditions and Supplementary Conditions, for the benefit of the **County**.

7.4.5 All Work performed for the **Contractor** by a Subcontractor shall be pursuant to an appropriate written agreement between the **Contractor** and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the **County** as trustee. The **Contractor** shall pay each Subcontractor an appropriate amount, determined by the value of the Work, of any insurance monies received by the **Contractor** under this insurance.

7.5 Patent Fees and Royalties

7.5.1. The **Contractor** shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The **Contractor** shall indemnify and hold harmless the **County** and its employees and agents from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

7.6 Permits

7.6.1 The **Contractor** shall obtain and pay for all construction permits, licenses, governmental charges, inspection fees and all public utility charges which are applicable and necessary for the execution of the Work. All permit costs and public utility charges shall not be included in the base bid. Permit fees, if any, will be reimbursed to the **Contractor** on a separate invoice. Permits, if any, that are provided and paid for by the **County**, are listed in the Supplementary Conditions. Any delays associated with the permitting process will be considered for time extensions only; however, no damages or additional compensation for delay will be allowed.

7.7 Laws and Regulations

7.7.1 The **Contractor** shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the **Contractor** observes that any of the Contract Documents are contradictory to such laws, rules and regulations, it will notify the Professional promptly in writing. Any necessary changes shall then be adjusted by an appropriate Change Order. If the **Contractor** performs any Work that they know or should have known to be contrary to such laws, ordinances, rules and regulations and without such notice to the Professional, the **Contractor** shall bear all related costs.

7.8 Taxes

7.8.1 The **Contractor** shall pay all sales, consumer, use and other similar taxes required to be paid by the **Contractor** in accordance with the Laws and Regulations of the place of the project which are applicable during the performance of the Work.

7.9 Use of Premises

7.9.1 The **Contractor** shall confine their equipment, storage of material, storage of equipment and the operations of their workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents. The **Contractor** shall not unreasonably encumber the site with material and equipment. Any loss or damage to the **Contractor's** or any Subcontractor's equipment is solely at the risk of the **Contractor**.

7.9.2 During the progress of the Work, the **Contractor** shall keep the premises free from accumulations of waste material, rubbish and other debris or contaminates resulting from the Work. At the completion of the Work, the **Contractor** shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The **Contractor** shall leave the site clean and ready for occupancy by the **County** at substantial completion of the Work. The **Contractor** shall restore to original condition all property so designated for alteration by the Contract Documents.

7.9.3 The **Contractor** shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The **Contractor** shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

7.10 Record Documents

7.10.1 The **Contractor** shall keep at the site and in good order one record copy of the Contract Documents to include all Drawings and Specifications. These documents shall be annotated on a continuing basis to show all changes made during the construction process. These shall be available to the **Professional** and the **Project Manager** for their review. Upon completion of the requirements of the Contract Documents the **Contractor** shall turn over these annotated documents to the **County** unless instructed otherwise in the Supplementary Conditions.

7.11 Safety and Protection

7.11.1 The **Contractor** shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

7.11.1.2 All employees on the Work and other persons who may be affected by it.

7.11.1.3 All the Work and all material or equipment to be incorporated, whether in storage on or off the site. The **Contractor** shall assume all risk of loss for stored equipment or material, irrespective of whether the **Contractor** has transferred the title of the stored equipment or material to the **County**.

7.11.1.4 Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

7.11.2 The **Contractor** is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The **Contractor** shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock Out/Tag Out of Hazardous Energy. The **Contractor** is required to comply with OSHA Standards regardless of the number of employees they may have.

7.11.3 A **County** representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the **County's** representative may have the authority, but not the duty, to require the **Contractor** to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists; or from one or more practices, means, methods, operations or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation:	The correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the **County**.
Second violation	May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the **Contractor** to additional

	contract time or compensation. Liquidated damages provision will remain in full force and effect.
Third violation	This may constitute a breach of contract for safety violations and may result in termination of the contract, at the sole discretion of the **County**.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

7.11.4 Should the work site be in a hazardous area, the **County** may furnish the **Contractor** with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets or any other information that would assist the **Contractor** in the planning of a safe work site.

7.11.5 The **Contractor** shall be aware that while working for the **County**, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the **County**.

7.11.6 The **Contractor** shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the **Contractor's** superintendent, unless otherwise designated in writing by the **Contractor** to the **Professional.** All communications to the superintendent shall be as binding as if given to the **Contractor**.

7.11.7 Should there be catastrophic injuries, as defined by OSHA, or a fatality on the worksite, the County Safety Manager, Risk Management Division, (863) 534-5267, shall be notified immediately. The Contractor shall promptly report by telephone and in writing to a County Representative and Professional all accidents arising out of or in connection with the Work which cause death, personal injury (defined by OSHA as a "lost time" accident), or property damage in excess of $500.00; giving full details and statements of any witnesses. County Representatives are defined as follows: The Division Director or the authorized representative, the division Project Manager and County Risk Management. Non-adherence to this policy could be cause for disqualification of the Contractor on future County Projects.

7.11.8 Should the County Safety Manager, require the OSHA 300 Log, a written safety and health plan and/or training documents, these documents shall be at this office within 24 hours of the request. Failure to provide the documentation within that time frame may cause the job to be shut down, at no expense to the **County**, until such documents are received.

7.11.9 In any event the **County** may stop the work when, in the **County's** opinion, the work is being performed in violation of any health and safety rules, regulations or laws. This includes environmental issues.

7.11.10 When it becomes necessary to stop the work for any of the reasons contained herein, the **County** shall issue a Stop Work Order to instruct the **Contractor** to cease work on the project. The **County** shall not be penalized in any manner as a result of this Stop Work Order.

7.12 Drug Free Work Place Policy

7.12.1 The **County** has a very comprehensive policy to ensure a drug free work place. The substance of this policy shall become a part of this contract as described below.

7.12.1.1 The **Contractor** and its employees and Subcontractors are strictly prohibited from the following:

Using illegal drugs on **County** property; Manufacturing, distributing, dispensing, selling, possessing, or using a non-prescribed substance, illegal drug or alcohol, while at work or on or in **County** property. Reporting for work or performing work under the influence of a non-prescribed substance, illegal drug or alcohol.

7.12.1.2 If there is reason to believe that this policy is being violated, the **Contractor** shall be required to take immediate action to correct the violation and ensure the **County** that further violations will not occur. The remedy shall, at a minimum, require the person or persons who are the subject of the violation to be banned from the work place.

7.13 Emergencies

7.13.1 In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the **Contractor**, without special instructions or authorization from the **Professional** if time or circumstances do not permit, is obligated to prevent or mitigate threatened damage, injury or loss. The **Contractor** shall give the **Professional** written notice that the emergency provision has been invoked and shall state the reasons within twenty-four (24) hours of the incident. If the **Contractor** believes the emergency results in additional Work, a claim for a Change Order may be submitted in accordance with the procedures set forth herein.

7.13.1.1 The **Contractor** shall immediately notify the **Professional** of all events involving personal injuries to any person on the site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) calendar days of the occurrence.

7.13.1.2 If the **Professional** determines that a change in the Contract Documents is required because of the action taken by the **Contractor** in response to such an emergency, a Change Order will be issued to document the consequences of such action.

7.14 Submittals and Samples

7.14.1 After checking and verifying all field measurements, the **Contractor** shall promptly submit to the **Professional** for approval, in accordance with the accepted schedule of submittals, all submittals and samples required by the Contract Documents. All submittals and samples shall have been checked by and stamped with the approval of the **Contractor** and identified as the **Professional** may require. The data shown on or with the submittals will be complete with respect to dimensions, design criteria, materials and any other information necessary to enable the **Professional** to review the submittal as required. At the time of each submission, the **Contractor** shall give notice to the **Professional** of all deviations that the submittal or sample may have from the requirements of the Contract Documents.

7.14.1.1 The **Professional** shall review and approve submittals and samples. The **Professional's** review and approval shall be only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The **Contractor** will make any corrections required by the Professional and resubmit the required number of corrected copies until approved. The **Contractor's** stamp of approval on any submittal or sample shall constitute its representation to the **Professional** and the **County** that the **Contractor** has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data; and that each submittal or sample has been reviewed or coordinated with the requirements of the Work and the Contract Documents.

7.14.1.2 No Work requiring a submittal or sample submission shall commence until the submission has been approved by the **Professional**. A copy of each approved submittal and each approved sample shall be kept in good order by the **Contractor** at the site and shall be available to the **Professional** and the **County** staff. Any delays associated with the submittal process will be considered for time extensions only, and no damages or additional compensation for delay will be allowed.

7.14.1.3 The **Professional's** approval of submittals or samples shall not relieve the **Contractor** from responsibility for any variation from the requirements of the Contract Documents unless the **Contractor** has in writing called the **Professional**'s attention to each such variation at the time of submission and the **Project Manager** has given written approval to the specific deviation; any such approval by the **Professional** shall not relieve the **Contractor** from responsibility for errors or omissions in the submittal.

7.14.1.4 Where a shop drawing or sample is required by the Contract Documents or the schedule of shop drawings and sample submissions accepted by the **Professional** as required, any related work performed prior to the Professional's review and approval of the pertinent submittal will be at the sole expense and responsibility of the **Contractor.**

7.15 Cleaning Up

7.15.1 The **Contractor** shall maintain the site free from accumulations of waste material, rubbish and other debris or contaminates resulting from the work, at a minimum, on a daily basis or as otherwise required. At the completion of the work, the **Contractor** shall remove all waste material, rubbish and debris from the site as well as all tools, construction equipment, machinery and surplus material; and will leave the site clean and ready for occupancy by the **County**. All disposals shall be in accordance with applicable laws and regulations. In addition to any other rights available to the **County** under the Contract Documents, the **Contractor's** failure to maintain the site may result in withholding of any amounts due the **Contractor.** The **Contractor** will restore to original condition those portions of the site not designated for alteration by the Contract Documents.

ARTICLE 8 – OTHER WORK

8.1 The **County** may perform additional work related to the Project with its own forces or may use other contracts for the execution of additional work. The **Contractor** shall provide the other contractors who are parties to such contracts, including but not limited to, the other contractor's employees, agents, Subcontractors and Suppliers (or the **County's** forces performing the additional work), reasonable opportunity for the introduction and storage of material and equipment and the execution of work, and shall properly connect and coordinate its work with theirs. The **Contractor** shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The **Contractor** shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the **Professional** and the others whose work will be affected. The **Contractor** is not entitled to exclusive use of the site.

8.1.1 If any part of the **Contractor's** work depends (for proper execution or results) upon the work of any other contractor (or the **County**), the Contractor will inspect and promptly report to the Professional in writing any defects or deficiencies in the work that renders it unsuitable for the proper execution and results. The **Contractor's** failure to report shall constitute an acceptance of the other work, except as to defects and deficiencies which may appear in the other work after the execution of its work.

ARTICLE 9 – COUNTY'S RESPONSIBILITIES

9.1 Except as otherwise provided in these General Conditions, the **County** shall issue all communications to the **Contractor** through the **Professional.**

9.1.1 The **County** shall furnish the data required under the Contract Documents and shall make payments to the **Contractor** when due as provided in Article 15.

9.1.2 The **County's** responsibilities for providing lands, easements and engineering surveys to establish reference points are set forth in Article 5.

ARTICLE 10 – PROFESSIONAL'S STATUS DURING CONSTRUCTION

10.1 County's Representative

10.1.1 The **Professional** shall be a representative of the **County** during the construction period. The duties, responsibilities and limitations of authority of the **Professional** as the **County's** representative during construction are set forth in these General Conditions.

10.2 Visits to the Site

10.2.1 The **Professional** shall make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

10.3 Clarifications and Interpretations

10.3.1 The **Professional** shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by the **Contractor**, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the **Contractor** believes that a written clarification and interpretation entitles them to an increase in the Contract Price, Contract time, or both, the **Contractor** may make a claim as provided for in Article 11, 12 and 13.

10.4 Rejecting Defective Work

10.4.1 The **Professional h**as the authority to disapprove or reject Work, which is defective. The **Professional** also has authority to require special inspection or testing of the Work at the **Contractor's** expense, as provided in Article 14, whether or not the Work is fabricated, installed or completed when the work has been declared defective.

10.5 Resident Engineer or Architect

10.5.1 The **Professional** may furnish a full or part-time Resident Engineer or Architect and other personnel to assist them in carrying out services at the site. The duties, responsibilities and limitations of authority of the Resident Engineer or Architect and other personnel are set forth in the Supplementary Conditions, if applicable.

10.6 Decisions on Disagreements

10.6.1 The **Professional** shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If the **Contractor** disagrees with the **Professional's** opinion, the **Contractor** shall refer claims, disputes and other matters relating to the acceptability of the Work or their interpretation of the requirements of the Contract Documents initially to the **Professional** in writing with a request for a formal decision. The **Professional** will render in writing their opinion concerning the **Contractor's** request for a formal decision and shall submit same to the **Project Manager.** After receipt of the Professional's written opinion and all information requested from the **Contractor**, the **Project Manager** shall render a formal decision in writing, which shall then be conveyed to the **Contractor** by the **Professional.** Written notice of each claim, dispute and other matter shall be delivered by the **Contractor** to the **Professional** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Professional** within fifteen (15) calendar days after the occurrence unless the **Professional** allows additional time. If the **Contractor** fails to strictly comply with these notices and submittal time periods, the **Contractor** shall be deemed to have waived their right to assert a claim the **Contractor** might otherwise have had concerning the matter.

10.7 Limitation on Professional's Responsibilities

10.7.1 Neither the **Professional's** authority to act under this Article or elsewhere in the Contract Documents, nor any decision made in good faith to exercise their authority, shall give rise to any duty or responsibility of the **Professional** to the **Contractor**, any Subcontractor, any of their agents or employees.

10.7.1.1 The **Professional** shall not be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions and programs used. The **Professional** shall not be responsible for the **Contractor's** failure to perform the Work in accordance with the Contract Documents.

10.7.1.2 The **Professional** shall not be responsible for the acts or omissions of the **Contractor**, any **Subcontractors**, any agents, employees or any other persons performing any of the Work.

ARTICLE 11 – CHANGES IN THE WORK

11.1 Changes

11.1.1 Without invalidating the **Contract**, the **County** may at any time order additions, deletions or revisions in the Work. The **Professional** shall provide the **Contractor** with a proposal request, identifying the work to be added, deleted or revised. Upon receipt, the **Contractor** shall promptly submit a written proposal for the changed work prepared

in accordance with Articles 12 and 13. If the proposal request calls only for the deletion of work, the **Professional** may order the partial suspension of any work related to the proposed deletion, in which case the **Contractor** must cease performance as directed; the **Contractor** shall not be entitled to claim lost profits on deleted work. All change work shall be executed under the applicable conditions of the Contract Documents.

11.1.2 Additional work performed by the **Contractor** without authorization of a Change Order or Allowance Authorization will not entitle the **Contractor** to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article 7. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

11.1.3 Upon agreement as to changes in the Work to be performed, work performed in an emergency as provided in Article 7, and any other claim of the **Contractor** for a change in the Contract Time or the Contract Price, the **Professional** will prepare a written Change Order to be signed by the **Professional** and the **Contractor** and submitted to the **County** for approval.

11.1.4 It is the **Contractor's** responsibility to notify its Surety of any changes affecting the general scope of the Work, Contract Price or Contract Time.

11.1.5 In the absence of an agreement as provided in 11.1.3, the **County** may, at its sole discretion, issue a Construction Change Directive to the Contractor. Pricing of the Construction Change Directive will be in accordance with Section 12.1.3. The Construction Change Directive will specify a price and, if applicable, a time extension determined to be reasonable by the County. If the Contractor fails to sign such Construction Change Directive, the Contractor may submit a claim in accordance with Articles 11, 12 and 13, but the Contractor shall nevertheless be obligated to fully perform the Work as directed by the Construction Change Directive.

11.1.6 The **Contractor** shall proceed diligently with performance of the Work as directed by the **County**, regardless of pending claim actions, unless otherwise agreed to in writing.

ARTICLE 12 – CHANGE OF CONTRACT PRICE

12.1 The Contract Price

12.1.1 The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to the **Contractor** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the **Contractor** shall be at the **Contractor's** expense without change in the Contract Price.

12.1.2 The Contract Price may only be increased or decreased by a written Change Order or Construction Change Directive. Any claim for an increase shall be in writing

and delivered to the **Professional** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Professional** within fifteen (15) calendar days after the occurrence unless the **County** allows additional time.

12.1.3. The value of any work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined by the following procedures:

12.1.3.1 Designated Unit Price (Field Measure)

The **Contractor** and the **County** recognize and acknowledge that the quantities shown for those items designated in the Bid Submittal (Part C) as unit price items are approximations prepared by the **County** for bid purposes and that the actual compensation payable to the **Contractor** for the utilization of these items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Work as originally defined in the Contract Documents.

When it is determined by the **County** that an addition, deletion or revision to the Work as defined in these Contract Documents is required and affects the quantities required for items designed in the Bid Submittal (Part C) as unit price items, the **Contractor** and the **County** agree that the compensation payable to the Contractor for the unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Submittal (Part C) to the quantity of the unit price item required to complete the Work as defined in the Contract Documents.

12.1.3.2 Other Unit Prices

For items not designated in the Bid Submittal (Part C) as unit prices, the **County** and the **Contractor** may establish unit prices as agreed on by Change Order.

12.1.3.3 Lump Sum

When it is determined by the **County** that an addition, deletion or revision to the Work is required which results in a change in the Work designated in the Bid Submittal as a lump sum item, the amount of increase or decrease in the lump sum price shall be established by mutual agreement of the parties.

12.1.4 If the pricing methods specified in 12.1.3 are inapplicable, or if the parties are unable to agree on a price for the changed work, a reasonable price for the same shall be established by the **County** in accordance with 12.2. The County shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with 11.1.5. The Contractor shall perform the work as directed in the Change Order.

12.1.5 Failure on the part of the **Contractor** to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to acceptable tolerances at no additional costs to the **County**; acceptance at no pay; or acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the

County. Determinations of aggregate monetary change for items identified as lump sum quantities shall be made by the **County** based upon an analysis of the scope of the Contractor's failure to construct to plan or authorized dimensions.

12.2 Cost of Work

12.2.1 The term "Cost of Work," for the purpose of Change Orders or Allowance Work, means the cost necessarily incurred and paid by the Contractor in the proper performance of the Change Order Work. Except as may be agreed to in writing by the **Professional**, such costs shall be in amounts no higher than those prevailing in the area of the Work and may include the categories listed below.

12.2.1.1 Labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave)
12.2.1.2 Owned Equipment (at lowest applicable equipment manual rate) (Blue Book Value)
12.2.1.3 Rented Equipment (at actual rental rate)
12.2.1.4 Material
12.2.1.5 Supplies
12.2.1.6 Subcontractors' Costs
12.2.1.7 Bonds and Insurance
12.2.1.8 Contractor's Fee (per 12.3)
12.2.1.9 Permit Fees

12.2.2 The **Contractor** shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of, all claims in accordance with this Article.

12.2.3 The term "Cost of the Work" shall not include any of the following:

12.2.3.1 Payroll costs and other compensation of the **Contractor's** officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, layers, auditors, accountants, Procurement and contracting agents, expediters, timekeepers, clerks and other personnel employed by the **Contractor**, whether at the site or in its principal or a branch office, for general administration of the Change Order work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the **Contractor's** mark-up.

12.2.3.2 Extraordinary fringe benefits not specifically identified in Article 12.2.1.1.

12.2.3.3 Expenses of **Contractor's** principal and branch offices other than the **Contractor's** office at the site.

12.2.3.4 Any part of the **Contractor's** capital expenses, including interest on the **Contractor's** capital used for the Change Order work and charges against the **Contractor** for delinquent payments.

12.2.3.5 Cost of premiums for all bonds and insurance, whether or not the **Contractor** is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the work).

12.2.3.6 Costs due to the negligence of the **Contractor**, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to: the correction of defective Work; disposal of material or equipment wrongly supplied; and making good any damage to property.

12.2.3.7 Overhead or general expense costs of any kind (other than as provided in 12.3).

12.3 Contractor's Mark-Up

12.3.1 The maximum percentage allowed for the **Contractor's** combined overhead and profit shall be as follows:

12.3.1.1 For all such Change Order work or Allowance Work done, a fixed percentage of the total adjustment to the Contract Price shall be negotiated and shall not exceed ten percent (10%).

12.3.2 For all changes, the **Contractor** shall submit an itemized cost breakdown, together with supporting data in the detail and form as prescribed by the **Professional.** When a credit is due, the amount of credit to be allowed by the **Contractor** to the **County** for any change which results in a net decrease in cost will be the amount of the actual net decrease in direct cost as determined by the **Professional**, plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit markup.

ARTICLE 13 – CHANGE OF CONTRACT TIME

13.1 Except as specifically provided in Section 13.1.2 below, the Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the **Professional** within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the **Project Manager** within fifteen (15) calendar days after the

occurrence, unless the **Professional** allows additional time. All claims submitted by the **Contractor** for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond the **Contractor's** control or fault.

13.1.1 If the **Contractor** is delayed at any time in the performance, progress, commencement or completion of the Work by any act or neglect of the **County** or the **Professional,** by an employee of either, by any separate contractor employed by the **County**, by changes ordered in the Work, by labor disputes, fire, unavoidable casualties, utility conflicts which could not have been identified or foreseen by the **Contractor** using reasonable diligence or by any causes beyond the **Contractor's** control or fault (but excluding weather delays which are addressed in Section 13.1.2 below), then the Contract Time shall be extended by Change Order for such reasonable time as the **County** may determine. The **Contractor** shall be entitled to an extension of time for causes only for the number of days of delay which the **County** may determine to be due solely to these causes and only to the extent these occurrences actually delay the completion of the Work; and then only if the **Contractor** shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which the **County** or the **Professional** may be responsible in whole or in part, shall relieve **Contractor** of its duty to perform or give rise to any right to damages or additional compensation from the **County**. The Contractor's sole and exclusive remedy against the **County** for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be right to seek an extension to the Contract Time in accordance with the procedures set forth herein.

13.1.2 The **County's** Project Manager may, in their discretion, approve a request from the Contractor to suspend work due to inclement weather. Such approval by the County's Project Manager must be in writing and, once given, shall serve to extend the contract time by the same number of days.

ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE)

14.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

14.3 The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

ARTICLE 15 – WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK

15.1 Warranty and Guarantee

15.1.1 The **Contractor** warrants and guarantees to the **County** that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the **Contractor** by the **Project Manager**. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

15.1.2 If, after approval of final payment and prior to the expiration of one year after the date of final completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or material are found to be defective, incomplete or otherwise not in accordance with the Contract Documents, the **Contractor** shall promptly, without cost to the **County** and in accordance with the **County's** written instructions, either correct such defective Work or, if it has been rejected by the **County**, remove it from the site and replace it

with non-defective work. If the **Contractor** does not promptly comply with the terms of such instructions, the **County** may have the defective Work corrected, removed or replaced. All direct and indirect costs of such action will be paid by the **Contractor**.

15.2 Tests and Inspections

15.2.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the **Contractor,** the **Contractor** shall give the Professional timely notice. The testing firm(s) (if assigned by the **Contractor** to this Work) and all such inspections, tests or approvals provided for by the **County** shall be identified in writing by the **Professional** to the **Contractor**. All other inspections, tests or approvals shall be at the **Contractor's** expense, including additional expenses for inspection and tests required as a result of delays by the **Contractor** or hours worked in excess of 40 hours per week. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the **Contractor** will furnish the **Professional** with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the Professional and at the **Contractor's** expense.

15.2.2 Neither observations by the **Professional** or the **Project Manager** nor inspections, tests or approvals by persons other than the **Contractor** shall relieve the **Contractor** of its obligations to perform the Work in accordance with the requirements of the Contract Documents.

15.3 Access to the Work

15.3.1 For the duration of the Work, the **Professional** and their representatives, other designated representatives of the **County** and authorized representatives of any regulatory agency shall at all times be given access to the Work.

The **Contractor** shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

15.4 Uncovering the Work

15.4.1 If any work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the **Professional**, or if any work is covered contrary to the request of the **Project Manager**, the work shall, if requested by the **Professional** or the **Project Manager**, be uncovered for observation, inspection, testing or approval and replaced at the **Contractor's** expense.

15.4.2 If any work has been covered which either the **Professional** or the **Project Manager** has not specifically requested to observe, or if the **Professional** or the **Project Manager** considers it necessary or advisable that covered work be inspected or tested by others, the **Contractor**, upon written request of the **Professional** or the **Project Manager**, shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the **Contractor** shall bear the expense of such uncovering, exposure, observation, inspection, testing and satisfactory reconstruction. If, however, such work is not found to be defective, the **Contractor** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if it makes a claim as provided in Articles 11, 12 and 13.

15.5 Stop Work

15.5.1 When work is defective or when the **Contractor** fails to supply sufficient skilled workmen, suitable material, suitable equipment, make prompt payments to Subcontractors for labor, material or equipment, or if the **Contractor** violates any provisions of these Contract Documents, the **County** may order the **Contractor** to stop the work until the cause for such order has been eliminated. However, this right of the **County** to stop the work shall not give rise to any duty on the part of the **County** to exercise this right for the benefit of the **Contractor** or any other party. The **Contractor** shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

15.6 Correction or Removal of Defective Work

15.6.1 When directed by the **Professional**, the **Contractor** shall promptly, without cost to the **County** and as specified by the Professional either correct the defective work whether fabricated, installed or completed, or remove it from the site and replace it with non-defective work or remove and replace such defective work within a reasonable time, all as specified in a written notice from the Professional, the County may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the Contractor or deducted from payment to the Contractor. The Contractor will also bear the expense of correcting or removing and replacing all work of others destroyed or damaged by the correction, removal or replacement of the defective work.

15.7 Acceptance of Defective Work

15.7.1 If, instead of requiring correction or removal and replacement of defective work, the **County** prefers to accept it, the **County** may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the

Contractor shall pay to the **County** an appropriate sum to compensate for the defect in the work.

15.8 Neglected Work by Contractor

15.8.1 If the **Contractor** neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the **Professional** may direct the **Contractor** to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment working extended hours and additional days, all at no cost to the **County**, in order to put the Work back on schedule. If the **Contractor** fails to correct the deficiency or take appropriate corrective action, the **County** may terminate the contract or **Contractor's** right to proceed with that portion of work and have the work done by others. The cost of completion under such procedure shall be charged against the **Contractor**. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the **Contractor** are not sufficient to cover such amount, the **Contractor** shall pay the difference to the **County**.

15.8.2 Should the **Contractor** work overtime, weekends or holidays to regain the schedule, all costs to the **County** of associated inspection, construction management and resident engineering shall be identified to the **Contractor** and the Contract Price reduced by a like amount via Change Order.

ARTICLE 16 – PAYMENT AND COMPLETION

16.1 Schedule of Values

16.1.1 The Schedule of Values established as provided in General Conditions 3.5.2.2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the **Professional** and the **Project Manager.** Progress payments using unit prices bid will be based on the number of units completed. Lump sum bids do not have a provision for a unit price adjustment.

16.1.2 The Schedule of Values will include a breakdown of divisions of the work in a manner that will identify Subcontractors by the classification of their work according to any accepted numerical sequence, such as AIA numerical classification. Any Subcontractor identified by the **Contractor**, as a Woman/Minority Business Entity shall be noted in the schedule of values on a separate line of the schedule of values with an extension to the numerical classification used to identify the particular division of work. The extension will be according to the following: 002- Woman Business Enterprise; 003 – African American Enterprise; 004 – Hispanic American; 005 – Asian Pacific American Business; 006 – Native American Business; and 007 – Asian-Indian American Business.

16.2 Application for Progress Payment: Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers

16.2.1 At least seven (7) calendar days before the date established for each progress payment (but not more often than once a month), **Contractor** shall submit the following to the **Professional** for review: (i) an Application for Payment filled out and signed by the **Contractor** covering the work completed as of the date of the Application; (ii) a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers (as further described in Subsection 16.2.2 below) in a form the County will designate and provide to the **Contractor,** and (iii) all other supporting documentation as is required by the Contract Documents. If payment is requested on the basis of material and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the **County** has received the material and equipment free and clear of all liens and evidence that the material and equipment are covered by appropriate property insurance and other arrangements to protect the **County's** interest therein, all of which will be satisfactory to the **County**. Payment is subject to retainage in accordance with F.S. 218.735. The amount of retainage is 5% in accordance with the contract document or as provided in F.S. 218.735.

16.2.2 As additional conditions precedent to the County's obligation to pay the Contractor each progress payment, to include the final payment due under the Contract, the Contractor must (i) pay all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include any payments of retainage) that the County has made to Contractor for Work that has been satisfactorily completed; and (ii) execute and deliver to the Professional a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers with its Application for Payment submitted in accordance with Subsection 16.2.1 above. If the Contractor has not made the required payments to all Subcontractors and Suppliers, but the Contractor has (a) demonstrated good cause (as reasonably determined by the County) for not making any required payment; (b) delivered written notice to the County and to the applicable Subcontractor or Supplier specifically stating why the Contractor has not paid the Subcontractor or Supplier its proportionate share of the progress payments that the County has made to the Contractor pursuant to the Contract, and (c) completed all other requirements and conditions precedent to the receipt of the requested progress payment, then the County will pay Contractor the progress payment in accordance with the Contract requirements.

16.3 Contractor's Warranty of Title

16.3.1 **Contractor** warrants and guarantees that title to the work, material and equipment covered by any Application for Payment, whether incorporated in the Work

or not, will pass to the **County** no later than the time of payment, free and clear of all liens.

16.4 Approval of Payments

16.4.1 The **Professional,** after receipt of each Application for Payment, will either indicate in writing a recommendation of payment and present the application to the **County,** or return the application to the **Contractor** indicating in writing the **Professional's** reasons for refusing to recommend payment. In the latter case, the **Contractor** may make the necessary corrections and resubmit the application. The **County** shall make payment in accordance with F.S. 218.735.

16.4.2 The **Professional's** recommendation of any payment requested in an Application for Payment will constitute a representation by the **Professional** to the **County** based on the **Professional's** review of the Application for Payment and the accompanying data and schedules, that to the best of the **Professional's** knowledge, information and belief:

a) The Work has progressed to the point indicated;

b) The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work and to any other qualifications stated in the recommendation); and

c) The conditions precedent to the **Contractor's** being entitled to such payment appear to have been fulfilled in so far as it is the **Professional's** responsibility to observe the Work.

16.4.3 By recommending any such payment, the **Professional** will not be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the **Professional** in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle the **Contractor** to be paid additionally by the **County** or entitle the **County** to withhold payment to the **Contractor**.

16.4.4 The **Professional's** recommendation of any payment, including final payment, shall not mean that the **Professional** is responsible for the **Contractor's** means, methods, techniques, sequences or procedures of construction; or the safety precautions and programs incident thereto; or for any failure of the **Contractor** to comply with Laws and Regulations applicable to the furnishing or performance of Work; or for any failure of the **Contractor** to perform or furnish Work in accordance with the Contract Documents.

16.4.5 The **Professional** may refuse to recommend the whole or any part of any payment if, in the **Professional's** opinion, they are unable to make the representation that the Application is acceptable to the **County**. The **Professional** may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the **Professional's** opinion to protect the **County** from loss because:

a) The Work is defective;

b) The Contract Price has been reduced by Change Order;

c) The **County** has been required to correct defective work or complete work in accordance with Article 15;

d) Claims have been filed against the **County** for which the **Contractor** may be liable; and/or

e) The work was executed unsatisfactorily; the **Contractor** failed to clean up as required in Article 7 or the work is otherwise not in compliance with these Contract Documents.

16.4.6 The **County** will give the **Contractor** immediate notice stating the reasons for such action and promptly pay the **Contractor** the amount so withheld, or any adjustment thereto agreed to by the **County** and the **Contractor**, when the **Contractor** corrects, to the **County's** satisfaction, the reasons for such action.

16.5 Substantial Completion

16.5.1 Substantial Completion is the stage in the progress of the Work when the Work or specified portion thereof is sufficiently complete in accordance with the Contract Documents so the **County** can occupy or utilize the Work for its intended purpose.

16.5.2 When the **Contractor** considers that the Work, or a specified portion thereof, which the **County** agrees to accept separately, is substantially complete, the **Contractor** shall prepare and submit to the **Professional** a thorough and inclusive list of items to be completed or corrected. The **Contractor** shall proceed promptly to complete and correct items on the list. Failure to include an item on this list does not relieve the **Contractor** of the responsibility to complete all Work in accordance with the Contract Documents. Upon receipt of the **Contractor's** list, the **Professional** and **Project Manager** will visit the site to determine whether the Work or designated portion thereof is substantially complete. If the **Professional's** and the **Project Manager's** visit discloses any item, whether or not included on the **Contractor's** list, which is not in accordance with the requirements of the Contract Documents, the **Contractor** shall,

before issuance of the Certificate of Substantial Completion, complete or correct such item, upon notification by the **Professional.** The **Contractor** shall then submit a request for another visit by the **Professional** to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the **Professional** will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall include a list of items that have not been completed or corrected at the time of the follow-up visit by the Professional to determine Substantial Completion. The **Professional,** in consultation with the County, shall establish a date for completion of the items identified in the Certificate of Substantial Completion Certificate and this date for completion shall be noted on the Certificate. The **Professional** shall also establish a value for each of the items included on the certificate, which may be deducted from the **Contractor's** Application for Payment at two times the amount of each incomplete item. Should the **Contractor** fail to complete the items by the date noted on the Certificate of Substantial Completion, the **County** may complete the item and deduct the costs from the final Application for Payment. Warranties required by the Contract Document shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the **Contractor** for their written acceptance and then to the **County** for acceptance and issuance.

16.5.3 The **County** shall have the right to exclude the **Contractor** from the Work after the date of Substantial Completion, but the **County** shall allow the **Contractor** reasonable access to complete or correct items on the list.

16.6 Beneficial Occupancy

16.6.1 Use by the **County** at the **County's** option of any substantially completed part of the Work which (i) has specifically been identified in the Contract Documents, or (ii) the **County, Professional** and **Contractor** agree constitutes a separately functioning and usable part of the Work that can be used by the **County** for its intended purpose without significant interference with the **Contractor's** performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to 16.6.2.

16.6.2 The **County** at any time may request the **Contractor** in writing to permit the **County** to use any such part of the Work which the **County** believes to be ready for its intended use and substantially complete. If the **Contractor** agrees that such part of the Work is substantially complete, the **Contractor** will certify to the **County** and the **Professional** in writing that the **Contractor** considers any such part of the Work ready for its intended use and substantially complete and request the **Professional** to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the **County**, **Contractor** and **Professional** shall make an inspection of that part of the Work to determine its status of completion. If the

Professional does not consider that part of the Work to be substantially complete, the **Professional** will notify the **County** and the **Contractor** in writing giving the reasons therefore. If the **Professional** considers that part of the Work to be substantially complete, the provisions of 16.5 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

16.6.3 The **County**, may at its discretion, reduce the amount of retainage beyond the amount prescribed in F.S. 218.735 subject to Beneficial Occupancy.

16.6.4 Retainage will not be released in the face of a claim by the **County** for liquidated damages or a dispute claim by the **Contractor** for additional compensation.

16.7 Final Inspection

16.7.1 Upon written notice from the **Contractor** that the entire Work or an agreed portion thereof is complete, the **Professional** will make a final inspection with the **County** and the **Contractor** and will notify the **Contractor** in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The **Contractor** shall immediately take such measures as necessary to complete such Work or remedy such deficiencies.

16.8 Final Application for Payment

16.8.1 After the **Contractor** has completed all such corrections to the satisfaction of the **Professional** and the **County** and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by 6.2, certificates of inspection, marked-up record documents and other documents, the **Contractor** may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety to final payment; and (iii) a final Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers.

16.8.2 No application for final payment will be accepted by the **County** until all required documentation by the **Contractor** has been accepted and approved by the **Professional** and the **County.**

16.8.3 Notwithstanding any other provision of these contract documents to the contrary, the **County** and the **Professional** are under no duty or obligation whatsoever to any vendor, material provider, Subcontractor, laborer or other party to ensure that payments due and owing by the **Contractor** to any of them are or will be made. Such parties shall rely only on the **Contractor's** surety bonds for remedy of nonpayment by the **Contractor.** The **Contractor** agrees to defend and resolve all claims made by

Subcontractors, indemnifying the **County** and the **Professional** for all claims arising from or resulting from Subcontractor, Supplier, material men or laborer services in connection with this project.

16.8.4 The **Contractor** will indemnify the **County** and **Professional** for any damages sustained including lost revenues resulting from the **Contractor's** failure or refusal to perform the work required by these contract documents.

16.9 Final Payment and Acceptance

16.9.1 If, on the basis of the **Professional's** observation of the Work during construction and final inspection, and the **Professional's** review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the **Professional** is satisfied that the Work has been completed and the **Contractor's** other obligations under the Contract Documents have been fulfilled, the **Professional** will, after receipt of the final Application for Payment, indicate in writing the **Professional's** recommendation of payment and present the Application to the **County** for payment. At the same time, the Professional will also give written notice to the County and the **Contractor** that the Work is acceptable subject to the provision of 16.10. Otherwise, the **Professional** will return the application to the **Contractor,** indicating in writing the reasons for refusing to recommend final payment, in which case the **Contractor** shall make the necessary corrections and resubmit the Application. After the presentation to the **County** of the application and accompanying documentation, in appropriate form and substance and with the **Professional's** recommendation and notice of acceptability, the amount recommended by the **Professional** will become due and will be paid by the **County** to the **Contractor**.

16.9.2 If, through no fault of the **Contractor**, final completion of the Work is significantly delayed and if the **Professional** so confirms, the **County** shall, upon receipt of the **Contractor's** final Application for Payment and recommendation of the **Professional,** and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the **County** for Work not fully completed or corrected is less than the retainage stipulated in the Contract, and if bonds have been furnished as required in Article 6, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the **Contractor t**o the **Professional** with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

16.9.3 The remainder of the Contract Price will be approved for payment upon final completion of the work, acceptance of the work by the **County** and settlement of all claims.

16.10 Waiver of Claims

16.10.1 The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **County**, other than those previously made in writing and still unsettled.

16.10.1.1 The making and acceptance of final payment will constitute a waiver of all claims by the **County** against the **Contractor**, except claims arising from unsettled liens from defective Work appearing after final inspection pursuant to 16.7; from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; or from the **Contractor's** continuing obligations under the Contract Documents.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

17.1 Suspension of Work

17.1.1 At any time and without cause, the **County** may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the **Contractor** and the **Professional**, which will fix the date on which Work will be resumed. The **Contractor** shall resume the Work on the date so fixed. The **Contractor** shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if the **Contractor** makes any approved claim therefore as provided in Articles 12 and 13.

17.2 Termination For Cause

17.2.1 Upon the occurrence of any one or more of the following events:

a) If the **Contractor** fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable material or equipment; or failure to adhere to the progress schedule established;

b) If the **Contractor** disregards laws or regulations of any Regulations of any public agency having jurisdiction;

c) If the **Contractor** disregards the authority of the **Professional** or the **Project Manager;** or

d) If the **Contractor** otherwise violates in any substantial way any provisions of the Contract Documents.

The **County** may, after giving the **Contractor** and surety seven (7) working days' written notice and to the extent permitted by Laws and Regulations, terminate the services of the **Contractor**; exclude the **Contractor** from the site; take possession of the Work and of all the **Contractor's** tools, appliances, construction equipment and

machinery at the site; use the same to the full extent they could be used by the **Contractor** (without liability to the **Contractor** for trespass or conversion); incorporate in the Work all material and equipment stored at the site or for which the **County** has paid the **Contractor** but which are stored elsewhere; and finish the Work as the **County** may deem expedient. In such case, the **Contractor** shall not be entitled to receive any further payment beyond an amount equal to the value of the work actually completed and the value of material and equipment not incorporated in the work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, the **Contractor** shall pay the difference to the **County**. Such costs incurred by the **County** shall be verified by the **Professional** and incorporated in a Change Order; but in finishing the work the **Contractor** shall not be required to obtain the lowest figure for the work performed. The **Contractor's** obligations to pay the difference between such costs and such unpaid balance shall survive termination of the agreement.

17.2.2 In the event the **County** terminates the contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the contract obligations.

17.3 Termination for Convenience

17.3.1 Upon seven (7) working days' written notice to the **Contractor** and the **Professional,** the **County** may, without cause and without prejudice to any other right or remedy of the **County,** elect to terminate the **Contract**. In such case, the **Contractor** shall be paid (without duplication of any items):

a) For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

b) For expenses sustained prior to the effective date of termination in performing services and furnishing labor, material or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

c) For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and

d) For reasonable expenses directly attributable to termination.

The **Contractor** shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

17.3.2 If through no act or fault of the **Contractor**, the Work is suspended for a period of more than ninety (90) calendar days by the County, or under an order of court or other public authority, or the **Professional** fails to act on any Application for Payment within thirty (30) calendar days after it is submitted, or the **County** fails for thirty-one (31) calendar days to pay the Contractor any sum finally determined to be due, then the **Contractor** may, upon seven (7) working days' written notice to the **County** and the **Professional**, terminate the Agreement and recover from the **County** payment on the same terms as provided in 17.2.2, provided the **County** or the **Professional** did not remedy such suspension or failure within that time. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if the **Professional** has failed for thirty-one (31) calendar days to pay the **Contractor** any sum finally determined to be due, the **Contractor** may upon seven (7) days' written notice to the **County** and the **Professional** stop the Work until payment is made of all such amounts due the **Contractor**, including interest thereon. The provisions of this paragraph are not intended to preclude the **Contractor** from making claim under Articles 12 and 13 for an increase in Contract Price or Contract Time or otherwise for expenses or damage directly attributable to the **Contractor's** stopping Work as permitted by this paragraph.

ARTICLE 18 – DISPUTES

18.1 All disputes arising under this Contract or its interpretation whether involving law, fact or both, or extra work, and all claims for alleged breach of contract, shall within ten (10) working days of the commencement of the dispute be presented by the **Contractor** to the **County** for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the **Contractor** shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) working days of its commencement, the claim will be considered only for a period commencing ten (10) working days prior to the receipt by the **County** of notice thereof. Each decision by the **County** will be in writing and will be mailed to the **Contractor** by registered or certified mail, return receipt requested, directed to the **Contractor's** last known address.

18.1.1 If the **Contractor** does not agree with any decision of the **County**, the **Contractor** shall seek mediation by a certified circuit court civil mediator who will be agreed to by the parties or, if the parties cannot agree to a mediator within thirty (30) calendar days of the request for mediation, said mediator will be chosen by the **Contractor**. Any mediation will be held in Polk County, unless otherwise agreed to by the **County.** The parties will cooperate in good faith with the mediator with the cost of the mediator split equally between the parties, if the mediator is agreed upon, and by the **Contractor** if agreement on the mediator cannot be reached.

18.1.2 If the **Contractor** does not agree with any decision of the **County**, or the mediation is unsuccessful, the **Contractor** shall in no case allow the dispute to delay the Work but shall notify the **County** promptly that the work proceeding under protest and that the matter in question may be accepted from the final release.

ARTICLE 19 – MISCELLANEOUS

19.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

19.2 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

19.3 Should the **County** or the **Contractor** suffer injury or damage to its person or property because of any error, omission or act of the other or of any of their employees, agents or others for whose acts they may be legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

19.4 All representations, warranties and guarantees made in the contract documents will survive final payment and termination or completion of the agreement. Also, the obligation of the **Contractor** to maintain the work until initiation of operation shall survive final payment, termination or completion of the Contract.

19.5 The **Contractor** shall keep adequate records and supporting documentation applicable to the Work and Contract. Said records and documentation shall be retained by the **Contractor** for a minimum of five (5) years from the date of final completion or termination of this Contract. The County shall have the right to audit, inspect and copy all such records and documentation as often as the **County** deems necessary during the period of the Contract and for a period of five (5) years thereafter provided, however, such activity shall be conducted only during normal business hours. The **County**, during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the **Contractor** as concerns the aforesaid records and supporting documentation.

ARTICLE 20 - Unauthorized Alien(s):

20.1.1 The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the

employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

ARTICLE 21 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The *contractor* shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

ARTICLE 22 – PERFORMANCE EVALUATION

22.1 Contractor Evaluation

22.1.1 The **Contractor's** performance shall be evaluated during and after completion of the project. The evaluation shall be conducted in accordance with the Procurement Procedures, dated May 10, 2006, for Contractor Evaluation.

ARTICLE 23 – ALLOWANCES

23.1 Allowance Work

23.1.1 When the **County** determines, at its sole discretion, that it wishes to include an Allowance in the Contract, said amount shall be included in the Contract Price, Article 2 of the Contract (Part E).

23.1.2 Allowance Work, in the amount of five percent (5%) of the awarded contractors bid or $250,000, whichever is less, may be included in the Contract Price. No individual allowance request shall be greater than $50,000 without approval of the Board of County Commissioners. The Contract Work and all Allowance Work shall be performed in full compliance with all requirements of the Contract Documents. The sum of all approved Allowance Work performed pursuant hereto shall not exceed the amount of the Allowance. When all Work has been completed under this contract any balance of the original Allowance remaining at the completion of all Work shall be deducted from the Contract Price.

23.1.3 The number of calendar days specified in the Contract for performance of the Work shall include a total time allowance of no more than 60 days or fifteen percent (15%) of the time specified at the time contract award for final completion of the project, whichever is less, for performance of Allowance Work. When all Work has been completed under this contract any time set aside for Allowance Work remaining at the completion of all Work shall be deducted from the Contract Time.

23.1.4 Upon a determination by the County Manager or his designee that certain construction work for which detailed specifications were not prepared or the scope of such work was not fully established at the time the **County** entered into a contract and upon determining that, for the purposes of expediency and efficiency, it would be in the **County's** best interest to have said work completed by the Project's **Contractor**, the County Manager or his designee will take appropriate action pursuant to the "Allowance" provision established under the Contract for the Project.

23.1.5 All charges and time for Allowance Work must be pre-approved in writing by the County Manager or his designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the price for the Allowance Work and the time, if any, allocated for performance of the Allowance Work, as well as containing the authorizing signature

of the County Manager or his designee. The **Contractor** shall not be authorized to perform any Allowance Work without the required AAR.

ARTICLE 24 – ANNUAL APPROPRIATIONS

24.1 Appropriations

24.1.1 Contractor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

ARTICLE 25 – PUBLIC RECORDS LAW

a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
    (1) keep and maintain public records required by the County to perform the services required under this Agreement;
    (2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
    (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

c) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

ARTICLE 26 – NO CONSTRUCTION AGAINST DRAFTER

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

SUPPLEMENTARY CONDITIONS

1. PROJECT DESCRIPTION, PROJECT LOCATION & SCOPE OF WORK

1.1. Description: The purpose of the project is to restore the original drainage system along the Driftwood Drive corridor. Drainage along ditches will be improved by regrading, routing around existing utilities, adding ditch pavement where minimum cover is not provided for utilities, or relocating utilities where other solutions are not feasible. Pipes will be desilted or replaced, and damaged driveways will be restored. Inlets will be placed at strategic locations to maintain existing pipe networks and improve roadside safety.

1.2. Location: From Bartow head North on N. Broadway Ave. Then continue North on US 98/Bartow Rd for 11.7 miles, turn right onto N Massachusetts Ave for 0.4 miles and continue heading North on FL 33 N for 3.0 miles. After, make a left turn onto Socrum Loop Rd for 1.2 miles and turn left onto E Daughtery Rd continue straight onto Lake Gibson Ln. Finally, turn right onto Driftwood Dr. All distances are approximate.

1.3. Scope of Work: Work includes, but is not limited to, roadway construction including erosion control, clearing and grubbing, excavation, embankment, stabilization, curb, drainage, and maintenance of traffic.

1.4. The estimated cost of construction is $530,470.16.

1.5. The number of days to final completion is 180 calendar days.

1.6. The CADD files provided are for informational purposes only. The data within the CADD files is subject to change and it is the contractor's responsibility to request updates when necessary. Should the contractor choose to generate information from the CADD files, other than that which is shown on the signed and sealed plans, the contractor does so at its own risk.

2. QUALIFICATION REQUIREMENTS

2.1. The prime contractor or subcontractors shall be on the **Current List of FDOT Prequalified Contractors** in the following work classes: Drainage; Grading; Sodding; Sidewalk; Driveways.

2.2. The prime contractor should submit with their bid a minimum of three (3) references of completed projects similar in scope within the last five (5) years. References will be checked during bid analysis phase. The references must show work performed by the prime contractor submitting the bid. References should include the following minimum information:

a) Project Name

b) Owner's name, contact person, phone number, and email address

c) Description of work

d) Project contract value and year completed

Failure to provide the above minimum information may be cause to deem the contractor as non-responsive.

2.3. Percentage of Work: The prime contractor shall perform a minimum of 40% of all work contained within the scope of work as outlined in the bid documents and special conditions.

3. GENERAL

3.1. Basis of Award: Lowest responsive and responsible bidder meeting qualifications and specifications for the work.

3.2. The Contractor is solely responsible for all work called for in the Contract Documents according to the terms of the Contract Documents and this responsibility cannot be transferred to subcontractors.

3.3. The hierarchy of authority for this contract shall be:

- First (Highest): Polk County Roads & Drainage Director
- Second: Polk County Roads & Drainage Engineering Manager
- Third: Construction Project Manager

3.4. No work shall be performed under the provisions of this contract on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. Any such permission shall be obtained by the Contractor and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the Construction Project Manager prior to the associated work being performed. The Contractor shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area.

3.5. Upon execution of the Contract, the County reserves the right to conduct an audit of the Contractor's records pertaining to the project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter.

3.5 All dewatering shall be in accordance with the Southwest Florida Water Management District regulations; and FDOT Specifications for Road and Bridge Construction, latest edition, Section No. 104 and shall be in accordance with FDOT Roadway and Traffic Design Standards, latest edition, Index No. 102. County is not responsible and cannot be held liable for the control of water levels.

4. CERTIFIED AS-BUILT SURVEY DRAWINGS

4.1. The required number of sets of hard copy Certified As-Built Survey Drawings is one (1).

4.2. The Contractor shall prepare and provide the As-Built Survey Drawings to the County in .pdf format and AutoCAD format.

5. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

5.1. When the Standard Specifications, Special Provisions, Supplemental Specifications or Technical Special Provisions refer to:

5.1.1. "The Engineer" in the role of construction inspection and construction management, this term is the same as "Construction Project Manager" as defined in the Contract Documents.

5.1.2. "The Department" or "FDOT" in the role of owner of the project, the interpretation of the document shall be that the reference is to the County as the owner of the project.

5.1.3. "State Road," it shall mean any public roadway.

5.1.4. "The Department's acceptance tests," it shall mean the tests adopted by the County.

5.1.5. "The District and/or Central Labs," it shall mean the Contractor's testing subcontractor authorized by the County.

5.2. If any conflicts exist between the specifications prescribed in the Contract Documents, the more stringent requirement shall apply. In case of discrepancy, the governing order of the contract documents is as follows:

1. Special Conditions
2. Technical Special Provisions
3. Plans
4. Road Design, Structures and Traffic Operations Standards
5. General Conditions
6. FDOT Supplemental Specifications
7. Standard Specifications
8. Supplementary Conditions (JPA / Utility)

Computed dimensions govern over scaled dimensions.

5.3. Before starting construction, provide a Quality Control Program for County approval according to FDOT Standard Specification Section 105 Quality Control Program and Laboratory Qualification Program.

5.4. FDOT Standard Specification Section 9-2.1.2 Bituminous Material shall apply to this contract.

5.5. FDOT Standard Specification Section 5-1.4 Shop Drawings shall apply to this contract.

5.6. FDOT Standard Specification Section 5-7 Engineering and Layout shall apply to this contract.

6. CONSTRUCTION PROGRESS SCHEDULE

6.1. The Contractor shall prepare and maintain a project progress schedule according to FDOT Specification 8-3.2 Submission of Working Schedule.

7. TESTING AND INSPECTIONS

7.1. The Contractor is responsible for all required testing on the project except when the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the Contractor. For these inspections and testing, the Contractor shall give the County 48-hours' notice to prepare for the required inspections or testing. All such inspections, tests or approvals performed by the County shall be identified in writing by the Construction Project Manager to the Contractor as well as the name of the testing facility that will be performing the inspections and testing.

7.2. Except as described above, all inspections, tests or approvals shall be at the Contractor's expense and shall be included in the unit cost for the appropriate pay item. For all required inspections, tests and approvals on any Work prepared, performed, or assembled away from the site, the Contractor will furnish the Construction Project Manager with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM), or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the Construction Project Manager and at the Contractor's expense.

7.3. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. With the exception of Asphalt Plant, The Construction Project Manager's staff is responsible for required verification testing on the project and will coordinate this work with the Contractor's Quality Control Manager. If there is a discrepancy between the contractor's quality control test and the Construction Project Manager's verification test, and if either one of the tests fail to meet minimum Specification requirements, both parties will jointly take a split resolution sample and deliver the sample to a pre-determined, independent testing lab contracted by the County. The independent testing lab will not be the same lab providing verification testing services for the County. The results from the independent resolution lab shall be used and accepted by both parties as the final testing results representing the portion of material in question.

8. MATERIALS

8.1. The Contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the County immediately upon delivery or as soon thereafter as is practical.

8.2. Arrangements for storage areas for materials and equipment shall be the responsibility of the Contractor. Before mobilizing or storing any materials or equipment, the Contractor shall identify the areas to be used for storage in writing to the County. If property other than County right-of-way is proposed for storage, the Contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

9. WORKSITE VISIBILITY

9.1. No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Contract time extensions for substandard visibility shall be assessed according to FDOT Standard Specification Section 8-7.3.2.

10. FIELD OFFICE

N/A

11. EROSION CONTROL

11.1. The Contractor shall conform to the requirements of Polk County Ordinance No. 93-06 and the FDOT Standard Specifications Section 104.

11.2. When erosion control devices or measures fail to prevent erosion or pollution, the Contractor shall be responsible for removing or cleaning up the eroded materials or pollution to the satisfaction of the County and/or State agency having jurisdiction at no additional cost to the County.

11.3. The Contractor shall remove and dispose of temporary erosion control devices after construction and/or establishment of the associated permanent erosion control devices or as directed by the County. The cost for removal shall be included in the unit price for the individual erosion control devices.

12. MAINTENANCE OF TRAFFIC

12.1. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.

12.2. If a TCP is provided in the construction plans and the Contractor intends to use that plan to maintain traffic, the Contractor shall provide a letter to the County stating that the provided TCP will be implemented for this contract. The Contractor may propose an Alternative TCP in accordance with FDOT Standard Specification Section 102 for consideration by the County. Any alternative TCP must be approved by the County before it can be implemented and shall be prepared at no additional cost to the County.

12.3. If a TCP is not provided in the construction plans, the Contractor shall prepare a TCP according to the requirements of the FDOT Plans Preparation Manual, the FDOT Roadway and Traffic Design Standards and the FDOT Standard Specifications for Road and Bridge Construction. The TCP shall be prepared by, and signed and sealed by, a Specialty Engineer is certified by an FDOT approved training agency which meets the FDOT maintenance of traffic training requirement for advanced training. The Contractor shall submit a copy of the certification that the Specialty Engineer is certified by an FDOT approved training agency that meets the FDOT maintenance of traffic training requirement for advanced training. The cost for preparing the TCP shall be included in the lump sum unit price for pay item 102-1 Maintenance of Traffic LS.

12.4. The Contractor shall provide the County a copy of the contractor's Worksite Traffic Supervisor certification that satisfies the requirements of FDOT Standard Specification 105-8.3.

12.5. All lane and/or road closures require approval of the County. The Contractor shall submit a completed Request for Lane or Road Closure form to the County Project Manager at least 14 calendar days before the date of the proposed closure. The request must include a complete Traffic Control Plan showing the proposed closure and locations of all signs and traffic control devices. No closures shall be implemented without County approval.

13. GRASSING

13.1. Immediately before placing or installing grassing of any type (i.e., seed, seed and mulch, sod), the Contractor shall shape and rake the prepared soil surface by hand. The cost for shaping and raking shall be included in the unit price for the associated grassing pay item.

14. UNDERGROUND FACILITIES

1.1. The location(s) of the utilities shown in the plans (including those designated Vv, Vh and Vvh) are based on limited investigation techniques and should be considered approximate only. The verified locations/elevations apply only at the points shown. Interpolations between these points have not been verified.

15. HISTORICAL AND ARCHAEOLOGICAL

1.2. If historical or archaeological artifacts are discovered at any time on the project site, the Contractor must notify the County, the Water Management District, the Florida Department of State, and the Division of Historical Resources. The Contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work, or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty according to the General Conditions.

16. EMERGENCIES

1.3. In the event of an emergency, the Contractor shall immediately notify the County and the Construction Project Manager.

17. CONTAMINATION

17.1. Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hoursof occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

18. SAFETY

18.1. The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.

18.2. The Contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc. (Sunshine 811), at 811 or 1-800-432-4770 or www.sunshine811.com, no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the Contractor provide notification according to the procedures of the F.S. Chapter 556.

19. WORK AREA CLEAN-UP REQUIREMENTS

19.1. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.

19.2. Following completion of the Work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the County at substantial completion of the Work.

20. WORK STOPPAGE

20.1. From time to time, it may be necessary for the Contractor to stop a portion of the work or all work to accommodate a civic function. If the Contractor will be required to stop work, the Construction Project Manager shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the Contractor and the Construction Project Manager shall agree to and document the number of additional Days to be added to the Contract Time to accommodate the requested work stoppage.

20.2. From time to time, it may be necessary for the Contractor to stop work due to an asphalt cure period or similar period. If the Contractor is required to stop work for this purpose, the Contractor shall notify the County Project Manager to get approval for the number days required to stop work. Once the County Project Manager approves the dates in writing, the number of days not worked for this purpose will automatically extend the contract time without the issuance of a change order.

21. VIDEO RECORDS

21.1. Pre-Construction Video Record: Before beginning mobilization activity, the Contractor shall video record the existing conditions in the project area before the start of any construction activity. The video recording shall document the condition of all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction. The video recording shall be delivered to the County Project Manager 14 days prior to the start of any construction activity for review and approval.

21.2. Post-Construction Video Record: In addition to the video recording requirements of FDOT Standard Specification 430-4.8, within ten (10) calendar days after the

date of final completion the Contractor shall video record the finished project. The video recording shall document the condition of the finished construction project, all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction.

21.3. All video records shall be delivered to the County Project Manager on digital video disk (DVD) in a format compatible with Microsoft Media Player and labeled with the project number, project name, date and subject, and the name, address and telephone number of the Contractor and the company responsible for recording the video record. The cost for the Pre-Construction Video Record, Post-Construction Video Record and the required DVD copies shall be included in the lump sum bid unit price for 101-1 Mobilization.

N/A

22. APPLICATION FOR PROGRESS PAYMENT

22.1. By signing and submitting an Application for Payment the Contractor certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents.

22.2. When the Contract contains Utility Work by Highway Contractor the Contractor shall prepare a separate Application for Payment for each utility participating in the Utility Work by Highway Contractor. The Contractor shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.

22.3. In addition to the requirements of General Conditions 17.6 and 17.7, the final completion and waiver of claims will not be accepted by the County until the Certified As-Built Survey Drawings have been reviewed and accepted by the County and the required number of sets of the accepted Certified As-Built Survey Drawings and electronic files, and the Certificate of Final Completion have been received by the County.

22.4. Each Application for Payment submitted by the Contractor shall include a copy of all invoices for stored materials and the materials certifications for all materials stored or used in the work that is included in said Application for Payment.

23. LIQUIDATED DAMAGES

23.1. The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Contractor's failure to timely deliver the Project Work in accordance with the Contract Documents. Accordingly, in lieu of assessing actual damages if the Contractor fails to timely deliver Project Work, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages stated below are reasonable; and (iii) the liquidated damages will be assessed as the County's remedy under such circumstances and not as a penalty.

23.2. Should the Contractor request and be granted additional time to reach substantial completion via change order(s), the last revised date shall be the date used to calculate the time from which liquidated damages will be assessed.

23.3. Liquidated Damages in the amount of $1,694.00 per day as authorized by Florida Statutes Section 337.18(2) shall be assessed.

24. PERFORMANCE EVALUATIONS

24.1. The Contractor will be evaluated on the performance of work and administration of the contract. Deficiency letters may be issued to the Contractor by the County for any work or activity of the Contractor or their subcontractors that does not satisfy the terms or intent of the contract. Deficiency letters will be a part of the interim and final Contractor performance evaluations of the contract.

25. PROJECT CONTINGENCIES

25.1. The Bid Form includes $50,000.00 in contingency funds. The County shall approve charges against contingencies prior to invoicing. Any established unit prices shall prevail. If there are no unit prices established for the work, then the Contractor shall be reimbursed as defined in the General Conditions. The contingency funds will be used for actual work (time and materials). The contingency funds will not be used for any delay cost but may only be used for unforeseen conditions as determined by and agreed to by the County. The project contingencies have been defined as follows:

25.1.1. Drainage: $12,500.00.

25.1.2. Earthwork: $12,500.00.

25.1.3. Concrete: $25,000.00.

26. MISCELLANEOUS

26.1. The regular working hours for Polk County are Monday through Friday from 7:00 am to 5:30 pm. Permission to work outside of the regular work hours must be requested a minimum of two working days in advance from the County Project Manager. Permission to work on County holidays must be requested a minimum of two working days in advance from the County Project Manager.

27. DEFAULT AND REMEDY

27.1. If the Contractor materially defaults in its obligations under this Contract and fails to cure the same within fifteen (15) days after the date the Contractor receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Contract by delivering written notice to the Contractor, and (ii) pursue any and all remedies available in law, equity, and under

this Contract. If the County materially defaults in its obligations under this Contract and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Contractor, then the Contractor shall have the right to immediately terminate this Contract by delivering written notice to the County. Upon any such termination, the County shall pay the Contractor the full amount due and owing for all Services performed through the date of Contract termination.

28. PROCUREMENT OF RECOVERED MATERIALS

28.1. In the performance of this Contract/Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

28.1.1. Competitively within a timeframe providing for compliance with the contract performance schedule;

28.1.2. Meeting contract performance requirements; or

28.1.3. At a reasonable price.

28.2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

29. NO OBLIGATION BY FEDERAL GOVERNMENT

29.1. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

30. PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENT OR RELATED ACTS

30.1. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Purchase Order.

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County has been awarded and received American Rescue Plan Act, State and Local Fiscal Recovery Funds ("SLFRF") for the services to be provided under the Agreement from the U.S. Department of Treasury. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this RFP, any resulting award with the prime Contractor, and any resulting contracts between the prime Contractor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. **Contract Work Hours and Safety Standards Act**.

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. the U.S. Department of Treasury, the applicable Federal agency, or Polk County as the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy

any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

2. **Clean Air Act and the Federal Water Pollution Control Act**.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. Department of Treasury and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury .

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

3. **Debarment and Suspension. (Exhibit XXII)**

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates

(defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the U.S. Department of Treasury and the County. The Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5. **Procurement of Recovered Materials.**

(1) In the performance of this Contract/Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program ."

6. **Domestic Preference**

In accordance with 2 CFR §200.322, to the greatest extent practicable under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7. **Affirmative Action.**

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Contractor shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8. **Access to Records**. The following access to records requirements apply to this Contract and any Purchase Order issued hereunder:

(1) The Contractor agrees to provide Polk County and the U.S. Department of Treasury, or any of their authorized representatives, including but not limited to the Government Accountability Office ("GOA"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC"), access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the U.S. Department of Treasury or their authorized representatives access to construction or other work sites pertaining to the work being completed under the applicable Purchase Order."

9. **USDT Seal, Logo, and Flags**. The Contractor shall not use the USDT seal(s), logos, crests, or reproductions of flags or likenesses of USDT agency officials without specific USDT pre- approval.

10. **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that U.S. Department of Treasury American Rescue Plan financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

11. **No Obligation by Federal Government.** The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from this Purchase Order.

12. **Program Fraud and False or Fraudulent Statements or Related Acts.**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Purchase Order.

13. **Default and Remedy**.

Process. If the Contractor materially defaults in the timely performance of any Contract obligation, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other contractors or providers at the Contractor's sole

cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of American Rescue Plan funding caused, directly or indirectly, by the Contractor's delay. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

Certain Material Defaults. Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

SPECIAL CONDITIONS

The County reserves the right to direct purchase any tangible personal property item of the bid in order to save the sales tax on the selected item, which may include equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major items. When the County exercises this option the following procedures shall be used for ordering, receiving, and paying for the Owner Direct Purchase (ODP) item.

BID PRICES: The bid must include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

ORDERING: The items selected would be purchased directly from the suppliers the contractor used to submit their bid to the County and therefore made a part of the construction contract executed with the County.

The Contractor shall fully cooperate with the County, providing information for the preparation of County issued purchase orders for these ODP's, monitoring deliveries, and approving invoices.

Following receipt of a sales tax savings form, the Contractors requisition from the supplier and the suppliers quote to the Contractor, the County will issue a purchase order to the supplier for the item selected for ODP to be delivered to the project site. The approved purchase order will be sent to the supplier and the Contractor. The Contractor shall verify that the purchase order was issued correctly. A separate sales tax savings form and a separate purchase order shall be used for each item selected for ODP.

After the County has affirmed that the items contained in the purchase order meets the exemption requirements contained in Section 212.08(6), Florida Statute, and Rule 12A-1.094, Florida Administration Code, the County will issue a Certificate of Entitlement. A Certificate of Entitlement will be issued with each purchase order for each ODP. The original Certificate of Entitlement accompanied by the County approved purchase order, the Contractors requisition to the supplier and the suppliers quote for the selected ODP item will be placed on file with the Florida Department of Revenue. The Contractor and supplier will be issued copies from the County.

EXPEDITING: The Contractor shall be responsible for expediting delivery to ensure that ODP item(s) is received on time to maintain the construction schedule.

RECEIPT: The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the project. The Contractor shall be responsible for receiving, warranting, insuring the proper installation and operation of all materials and equipment required for the project, including all ODP items.

BILLINGS/PAYMENTS: All ODP's shall be billed to the County in care of the Contractor.

The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.

Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms and all discounts shall accrue to the County.

The Contractor shall prepare a direct purchase report for the County upon submittal of each pay request.

OTHER CONSIDERATIONS: The County shall have title to all items of which any payment has been made under these provisions.

The selection of ODP for any item contained within the bid does not relieve the Contractor from liability for that item as it may be related to the quantity ordered, condition, the maintenance and care of the item when delivered, installation, incorporation of the item for its intended use in the work to be performed, and warranty of the item in accordance with the contract documents. The Contractor shall maintain products liability insurance, which shall include ODP items, as required for the normal practice of general contracting.

The County shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with these provisions.

REDUCTION: The Contract will be reduced via deductive change order by the amount of all items selected by the County for the ODP's. The deductive change order will require Division Director Approval.

SALES TAX SAVINGS FORM

CONTRACT # _____

DESCRIPTION OF PROJECT _____

Materials	(1) Amt. in Contract	(2) Sales Tax	(3) Net Amt. for Purchase

1) This is the amount to be deducted from contract by change order.

2) The amount of the sales tax included in the material purchase line item supplied by contractor.

3) The amount to be used by Procurement to make the material purchase per the contractor's stated quantities.

Part C – BID SHEETS AND ACKNOWLEDGEMENT FORM (Unit Price)

NAME OF PROJECT: BID 23-654, Driftwood Drive Drainage Improvement Project - ARP.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The bidder further declares that they have examined the site of the Work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have read all special provisions furnished prior to the opening of Bids; and that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE FOLLOWING REQUESTED INFORMATION MUST BE

HEREUPON GIVEN FOR THIS BID SUBMITTAL TO BE

CONSIDERED BY THE COUNTY

1. BID PRICE $ _____

WRITTEN AMOUNT (SPELL OUT) _____DOLLARS

_____ CENTS

(lump sum price for completing all required work in strict accordance with the requirements specified in the Bid Package)

2. CONTRACT TIME TO COMPLETION OF THIS PROJECT **180** CALENDAR DAYS FOR FINAL COMPLETION

NAME OF BIDDER _____

(type or printed firm, corporation, business or individual)

CONTRACTOR'S LICENSE NUMBER **(Copy of License Attached)**

_____ _____
State Certification Number Individual's Name (Print or Type)

_____ _____
Polk County Registration Number Individual's Name (Print or Type)

_____ _____
Polk County Business Receipt Tax (Business License) Company Name (Print or Type)

ADDENDUM RECEIPT
Bidder shall acknowledge below the receipt of any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date_____

We understand all requirements and state that as a legitimate bidder we will comply with all the stipulations included in the bid package.

Submittal Date _____
(Bid Receiving Date)

BIDDER: _____

BY: _____
(Authorized Signature – in ink)

_____
(Printed Name of Signer)

_____
(Printed Title of Signer)

_____ _____ ____ _____
Address City State Zip Code

_____
Telephone Number
Email Address _____

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____ COUNTY OF _____The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this_____ day of _____ 20__, by _____(name) as _____title of officer) of_____(entity name), on behalf of the company, who __ is personally known to me or __ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY

STATE OF _____ COUNTY OF _____The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this_____ day of _____ 20__, by _____(name) as _____(title of officer) of the Company, pursuant to the powers conferred_____(entity name), on behalf of the company, who __ is personally known to me or __ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this_____(Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____ (Official Notary Signature and Notary Seal)
_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

PART D – **EXHIBITS**

EXHIBIT I: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____(hereinafter called the Principal) and _____(hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of _____,and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of _____dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of _____

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____day of _____ 20___.

ATTEST:

PRINCIPAL: _____

BY: _____ (SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY: _____
Printed Name

_____
Witness

BY: _____ (SEAL)
Attorney in Fact

_____
Witness

_____
Printed Name

_____
Business Address

NOTES:

1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.

2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

EXHIBIT II: PERFORMANCE BOND

FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.:	_____
CONTRACTOR NAME:	_____
CONTRACTOR ADDRESS:	_____
CONTRACTOR PHONE NO:	_____
SURETY COMPANY:	_____
	_____
	_____
OWNER NAME: OWNER ADDRESS: OWNER PHONE NO:	Polk County, a political subdivision of the State of Florida 330 W. Church St Bartow, FL 33830 (863) 534-6757
OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity)	_____
OBLIGEE ADDRESS:	_____
OBLIGEE PHONE NO:	_____
BOND AMOUNT:	$_____
CONTRACT NUMBER:	_____
GENERAL DESCRIPTION OF PROJECT:	Furnish all labor, materials, supervision, and equipment necessary to restore the original drainage system along the Driftwood Drive corridor in accordance with plan sheets and project manual outlined in the bid documents.
PROJECT LOCATION:	The project is located from Bartow head North on N. Broadway Ave. Then continue North on US 98/Bartow Rd for 11.7 miles, turn right onto N Massachusetts Ave for 0.4 miles and continue heading North on FL 33 N for 3.0 miles. After, make a left turn onto Socrum Loop Rd for 1.2 miles and turn left onto E Daughtery Rd continue straight onto Lake Gibson Ln. Finally, turn right onto Driftwood Dr. All distances are approximate.

EXHIBIT II (cont'd): PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 20___ (the "Purchase Order") between Principal and Obligee for performance of all operations required for the proper rehabilitation of Cured-In-Place (CIPP) lining and installation of approximately 1,400 liner feet of 8-inch gravity sewer pipes, at the times and in the manner proscribed in the Purchase Order; and
2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and
3. Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and
4. Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Purchase Order during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect

notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST: PRINCIPAL:_____

BY: _____(SEAL)

Witness: _____ Authorized Signature (Principal)

Printed Name: _____

Witness: _____ Title of Person Signing Above:_____

ATTEST: SURETY: _____

Printed Name: _____

Witness: _____ Attorney in Fact

_____ (SEAL)

Witness: _____ Printed Name _____

Business Address _____

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

EXHIBIT III: PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____ _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of _____ Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for; _____.

then the Surety shall have no obligation under this Payment Bond.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

In the event that the Principal shall fail to promptly make payment to any claimant as described above during the period in which this Payment Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any such failure up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Payment Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes does not affect Surety's obligation under this Payment Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST: PRINCIPAL: _____

Witness _____ BY: _____(SEAL)

Authorized Signature (Principal)

Witness _____ Printed Name _____

_____

Title of Person Signing Above

ATTEST: SURETY: _____

Printed Name

Witness _____ Attorney in Fact

Witness _____ _____ (SEAL)

Printed Name

_____

Business Address

NOTE: Date of the Payment Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
SS
County of _____)
_____, being first duly sworn, deposes and says that:

1. They are _____ of _____, the Bidder that has submitted the attached Bid;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20__, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of _____)
SS
County of _____)

_____, being first duly sworn, deposes and says that:

1. They are _____ of _____ , hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to _____ the Contractor for certain work in connection with BID 23-645, Driftwood Drive Drainage Improvement Project - ARP.

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20_, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT VI: AFFIDAVIT OF PERCENTAGE OF WORK

BID 23-654, Driftwood Drive Drainage Improvement Project - ARP

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Supplemental Conditions of the contract documents for Bid # _____
- Understands that during Bid Analysis they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work. An updated copy will be required at contract close-out, detailing exact dollar figures paid to each subcontractor performing work under this contract.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be non-responsive.

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this _____day of _____, 20___

Name of Firm _____

By _____

_____
Title of Person Signing

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20__, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT VI-A: SUBCONTRACTOR LIST

This Exhibit is in an Excel spreadsheet format and available on the FTP site. If you need assistance accessing FTP site due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

To receive a copy of the **Exhibit VI-A, Subcontractor List**, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**BID 23-654, Driftwood Drive Drainage Improvement Project - ARP.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, Excel Bid Sheet and Excel exhibits. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to https://apps.polk-county.net/vendordirectory/, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

	Division of Work	Results of Good Faith Effort
1.		
2.		
3.		
4.		
5.		

EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) Effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. _____	_____	_____	$_____	$
B. _____	_____	_____	$_____	$
C. _____	_____	_____	$_____	$
D. _____	_____	_____	$_____	$
			Total	$

Failure to complete the above may result in the bid being declared non-responsive.

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: _____

Address: _____

_____

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:
   YES_____ NO____
2. Compliance Reports were required to be filed in connection with such Contract or subcontract:
   YES____ NO___
3. Bidder has filed all compliance reports due under applicable instructions:
   YES_____ NO_____
4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.
   YES_____ NO____

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

_____

Printed Name

_____

Title

_____

Signature

_____

Date

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that_____does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Bidders Signature

_____
Date

EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this _____ Day of _____ 20___

Name of Firm: _____

By: _____
Title of Person Signing

This foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20__, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT XI: APPLICATION FOR PAYMENT

This Exhibit is in an Excel spreadsheet format and available on the FTP site. If you need assistance accessing FTP site due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

To receive a copy of the **Exhibit XI, Application for Payment**, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**BID 23-654, Driftwood Drive Drainage Improvement Project - ARP.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, Excel Bid Sheet, and Excel exhibits. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

EXHIBIT XII: CONTRACTOR CERTIFICATION OF DISBURSEMENT

PROJECT: Driftwood Drive Drainage Improvement Project - ARP

DATE:_____

CONTRACT NO._____

PROGRESS PAYMENT NUMBER:_____

_____, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by Polk County, a political subdivision of the State of Florida (County), for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

EXCEPTION:

The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

_____ **Subcontractor or Supplier Name**	_____ **Subcontractor or Supplier Name**
_____ **Street Address**	_____ **Street Address**
_____ **City, State and Zip**	_____ **City, State and Zip**
State of _____ County of: _____ Sworn to and subscribed before me by means of __ physical presence or __ on line notarization, this _____ day of _____ of _____by _____ **(Print name of authorized person signing Certification)**	A false statement or omission made in connection with this Certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.
_____ **(Notary Public)** **Commission Expires:** _____ Personally known _____ OR Produced identification_____	_____ **Contractor** _____ **By** _____ **Title**

Type of Identification
Produced:_____

Instructions:

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.

2. Attach a list of all Subcontractors and Suppliers that have not yet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.

3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.

4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.

5. A separate Certification is required for each Contract the Contractor has with the County.

EXHIBIT XIII: CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Driftwood Drive Drainage Improvement Project - ARP

County's Project No.: 5400221_____

Contractor No.: _____

Contract Date: _____

Notice to Proceed Date: _____

Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of Polk County, a political subdivision of the State of Florida (County), Contractor and Professional, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on _____.This Certificate of Substantial Completion applies to all Work or a specified portion thereof under the Contract Documents. The warranty period shall begin on the date as established herein.

A list of items to be completed and corrected is attached hereto for final completion of Contract requirements. This list may not be all-inclusive; and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items on the list shall be completed or corrected by the Contractor within _____ calendar days of the above date of substantial completion.

This Certificate does not constitute an acceptance of the Work that has not been completed in accordance with the Contract Documents; nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents. Signatories agree the project is substantially complete as of the date established herein and that the project can and will function as intended and that the attached list represents deficient items requiring correction/completion prior to final completion and that this list may be amended by the Professional or County to add any other items to bring the Work in compliance with the Contract Documents. If the list is amended a reasonable time shall be given to complete the items added.

Contractor: _____
(Type Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XIV: CERTIFICATE OF FINAL COMPLETION

Project: Driftwood Drive Drainage Improvement Project - ARP

County's Project No.: 5400221_____

Contract No.: _____

Contract Date: _____

Notice to Proceed Date: _____

Substantial Completion Date:_____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on _____. This Certificate of Final Completion applies to all Work under the Contract Documents.

All punch list items have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Contractor retains responsibility and obligation to the County for Warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Contractor: _____
(Type Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XV: MATERIALS AND EQUIPMENT STORED ON-SITE

Contractor's Estimate No. _____ Project _____

Period _____ to _____ Page _____ of _____

Prepared (signed & typed name) _____

Item No.	Item Description	Invoice Value Last Period	Invoice Value For Material Installed (-)	Invoice Value For Material Delivered (+)	Invoice Value This Period
TOTAL:					

EXHIBIT XVI: ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT:

AAR NO.:
CONTRACT NO.:

CONTRACTOR:

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ARCHITECT/ENGINEER:

DESCRIPTION OF ALLOWANCE WORK:

Reason for change:

***Not valid until signed by the County, Architect/Engineer and Contractor.**

Amount of Allowance Authorization included in this Contract is	$
Amount of Allowance Authorization used to date	$
Amount of Allowance Authorization used this AAR	$
Balance of remaining AAR	$

Original Contract Time	_____	days
Amount of the Allowance Authorization time included in this Contract is	_____	days
Amount of Allowance Authorization time used to date	_____	days
Amount of Allowance Authorization time used this AAR	_____	days
Balance of remaining Allowance Authorization Time is	_____	days
Date of substantial completion therefore is	_____	days

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

_____
CONTRACTOR

Date: _____

_____
ARCHITECT/ENGINEER

Date: _____

_____
COUNTY DIVISION DIRECTOR

Date: _____

_____
COUNTY MANAGER or designee

Date: _____

AAR's over $50,000.00 require County Manager or designee approval
AAR's over $50,000.00 but less than $100,000.00 require County Manager approval
AAR's over $100,000.00 require Board approval

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____
CHAIRMAN

Date: _____

EXHIBIT XVII: CHANGE ORDER

Project: **Contract No.:** **Change Order No:**

Polk County, a political subdivision of the State of Florida

Contractor:

Architect/Engineer:

Description of Change Order:

Contract is changed as follows:

Architect/Engineer: _____(Signature) Date:_____

Original Contract Sum:	$
Net change by previously authorized Change Order	$
Contract Sum prior to this Change Order	$
Contract Sum will be increased/decreased by this Chang Order in the amount of	$
New Contract Sum including this Change Order will be	$

Contract Time will be increased by _____ days.

Date of Substantial Completion as of the date of this Change Order therefore is _____.

The above changes are accepted by:

Contractor: _____ Date: _____

You are hereby authorized to make the changes noted above:

Division Director: _____ Date:_____

Reviewed as to form and legal sufficiency:

_____ _____

County Attorney's Office Date County Manager/Designee Date

(Change order increases require Board approval)

Attest: STACY M. BUTTERFIELD, CLERK

By: _____
Deputy Clerk

Polk County, a political subdivision of the State of Florida

By: _____
_____, Chairman
Board of County Commissioners

Date Signed by Chairman: _____

EXHIBT XVIII: CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects $250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid # 23-654, Driftwood Drive Drainage Improvement Project - ARP

_____ _____

Contractor Signature

_____

Printed Name of Signer

_____

Date

EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or 0online notarization, this _____ day of _____, 20__, by _____(name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT XX: STATEMENT OF NO BID

If submitting a "NO BID", Bidder shall return this form to Polk County, a political subdivision of the State of Florida, Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: BID 23-654, Driftwood Drive Drainage Improvement Project - ARP for the following reasons:

_____ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).

_____ Insufficient time to respond to invitation for bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet bond or insurance requirements.

_____ Specifications unclear (please explain below).

_____ Other (please specify)._____

_____

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further projects.

_____
Typed Name and Title

_____
Signature

_____
Company

_____
Address

_____
Telephone Number

_____
Date

EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM

Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid: 23-654

PROJECT NAME: Driftwood Drive Drainage Improvement Project - ARP

The undersigned, as _____ of _____(the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

i. The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.

ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars ($1,000,000), then the Contractor further certifies to the County as follows:
   a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
   b. the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
   c. the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
   d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.

iii. The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.

iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
   a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
   b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies

with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars ($1,000,000).

ATTEST: _____

a_____ _____

By: _____ By: _____

PRINTED NAME: _____ PRINTED NAME: _____

Its:_____ Its: _____

EXHIBIT XXII: CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

EXHIBIT XXIII: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned _____certifies, to the best of his or her knowledge, that: (Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

PART E –CONTRACT

This Contract is entered into as of the Effective Date (defined as the date approved by the Board and executed by the Chairman) between Polk County, a political subdivision of the State of Florida, hereinafter known as the "County", and _____ their successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at their own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid #:23-654, Driftwood Drainage Improvement Project - ARP.

NOW THEREFORE, the County and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor's Bid Submittal.

Article 2. Contract Price: The Contract price includes the total bid price of $_____ plus the Allowance Work amount of $_____ the total sum being $_____. This total contract price shall be reduced by the unused amount of the allowance, if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor's Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are hereby attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Beneficial

Occupancy within 150 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial Occupancy has been reached. The County and the Contractor agree the balance of all Work to be performed after execution of the Certificate of Substantial Completion shall be complete within 30 days from the date noted on the Certificate of Substantial Completion and shall be evidenced by execution of the Certificate of Final Completion. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 180 days. The allowance time for this project is 27 days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to five percent (5%) of the payment in accordance with F. S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the County and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contractor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

ATTEST: STACY M. BUTTERFIELD, CLERK

BY:_____
DEPUTY CLERK

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

BY:_____
GEORGE LINDSEY III, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

_____

County Attorney's Office Date

ATTEST:

_____
Corporate Secretary

SEAL

CONTRACTOR:_____

BY:_____
Authorized Corporate Officer or Individual

_____
(Printed or Typed Name of Signer)

_____
(Printed or Typed Title of Signer)

_____
(Business Address of Contractor)

_____
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____(Name of officer or agent) as _____(title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____ (Name of officer or agent) as _____(title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this_____(Date) By _____ _____(Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date)

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

PART F – TECHNICAL SPECIFICATIONS AND DRAWINGS

Documents incorporated by reference in Supplementary Conditions on page __:

Technical Specifications, Benton Street Drainage Improvement Project - ARP, Construction Documents, prepared by Kisinger Kamp and Associates (Attachment "A").

To receive a copy of **Specifications and Drawings**, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**Bid 23-654 Driftwood Drive Drainage Improvement Project - ARP.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, Excel Bid Sheet, and Excel exhibits. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

November 2, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
BID# 23-654

DRIFTWOOD DRIVE DRAINAGE IMPROVEMENTS-ARP

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

Contained within this addendum: questions and answers received, bid due date extension, a change to the bid qualifications and removal of the mandatory pre-bid meeting requirement.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, November 15, 2023, prior to 2:00 p.m.

The mandatory pre-bid meeting requirement is removed. A voluntary pre-bid meeting will be held Wednesday, November 8, 2023, at 9:00 a.m. via Zoom. Those who participated in the first pre-bid meeting are not required to attend. Vendors may join the Zoom meeting by clicking on the meeting link: https://us02web.zoom.us/j/86388601995 and use the Zoom application. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net. Vendors that do not have a Zoom account will be prompted to download the application to join the meeting. When prompted, enter **Meeting ID: 863 8860 1995**. If you have any questions regarding the Zoom meeting, please call Michael Guerrero, Sr. Procurement Analyst, at (863) 534-6716 for assistance no later than 4:00 p.m., Tuesday, November 7, 2023.

Michael Guerrero
Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

BID 23-594
DRIFTWOOD DRIVE DRAINAGE IMPROVEMENTS-ARP
ADDENDUM #1

Delete in it's entirety Qualification Requirement 2.1 (pg.73):

2.1. The prime contractor or subcontractor shall be on the **Current List of FDOT Prequalified Contractors** in the following work classes: Drainage; Grading; Sodding, Sidewalk, Driveways.

Replace with:

2.1. The prime contractor or subcontractor shall be on the **Current List of FDOT Prequalified Contractors** in the following work classes: Drainage; Grading; Sodding, Sidewalk, Driveways. Or the prime contractor shall be an experienced contractor that possess either an underground utility or general contractor license; copy of license shall be submitted with the bid and a copy posted on the job site.

Question 1: I was reviewing the qualification required for the above referenced bid and wanted to confirm you are looking for *only* firms who are prequalified by FDOT?

Answer: Please see above.

Question 2: Will this project have Polk County roads and drainage inspectors or consultants as inspectors?

Answer: We are anticipating having County inspectors as QA.

Question 3: Since this is a federally funded project what is the amount of funds available for construction and when does the funding expire?

Answer: The County has budgeted $540,000 for construction with funding expiring in 2026.

Question 4: Is this project a FDOT on system or off system job?

Answer: This is an off-system job.

Question 5: Will this project be required to utilize the FDOT MAC system?

Answer: No.

Question 6: Is the project Davis Bacon Act or Davis Bacon Act Related?

Answer: No.

Question 7: Will a QC manager for the Contractor be required for the project?

Answer: Yes, a QC manager for the contractor will be requested.

Question 8: The large 30" oak at station # 2+23 is not shown to be removed, can you confirm if it needs to be?

Answer: Yes, the 30" Oak needs to be removed. Include the cost of cutting the tree and grinding the stump 6" below existing ground under clearing and grubbing.

November 9, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
BID# 23-654

DRIFTWOOD DRIVE DRAINAGE IMPROVEMENTS-ARP

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

Contained within this addendum: questions and answers received, addendum 2 revised bid sheet and specifications posted to the County's FTP Site.

To obtain a copy of the **Addendum 2 Revised Bid Sheet, Specifications and Drawings** please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "Bid 23-654, Driftwood Drive Drainage Improvements Project - ARP.zip", select "Open" or "Save As" to download the **Addendum 2 Revised Bid Sheet, Specifications and Drawings**. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Michael Guerrero
Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

BID 23-594
DRIFTWOOD DRIVE DRAINAGE IMPROVEMENTS-ARP
ADDENDUM #2

Question 1: What is the last day for questions?

Answer: Questions must be received by 5:00 p.m., November 9, 2023.

Question 2: The bid sheet does not contain units of measurement. Will a new bid sheet with the units of measure be provided?

Answer: Yes, added to the County's FTP Site as Addendum 2 Revised Bid Sheet.

Question 3: With this project being federally funded, are certified payrolls required (Davis Bacon)?

Answer: Davis Bacon wage requirement does not apply to ARP/SLFRF funded projects. PDF document **540022-1-99-99_Specs** is replaced on the FTP site with **540022-1-99-99_Specs_Revised 11-8-2023**. See the first page of this document for instructions on accessing the County's FTP Site.

Question 4: Does Buy American apply to this project?

Answer: Please see the Domestic Preference provision in the bid document, page 86, item #6. Domestic Preference for specific information.

November 14, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3
BID# 23-654

DRIFTWOOD DRIVE DRAINAGE IMPROVEMENTS-ARP

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

Contained within this addendum: questions and answers received.

Michael Guerrero
Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

BID 23-594
DRIFTWOOD DRIVE DRAINAGE IMPROVEMENTS-ARP
ADDENDUM #3

Question 1: Does the existing storm drainpipe, staying in place, need to be cleaned and videoed? If so, can a size and quantity be provided?

Answer: The contractor should clean and desilt all the existing pipes that will not be replaced within the limits of the project. The pipe size and length can be obtained from the construction plans.

Question 2: Are signed and sealed MOT plans required, or can FDOT indexes be used?

Answer: The project is anticipated to be constructed under lane closures mostly along a local road. Therefore, FDOT index can be used.

Question 3: Is a project sign required?

Answer: No project signs are required.

Question 4: Is a post video required?

Answer: No, it will not be required. For more information, please see section 430-4.8 of the FDOT specs listed on the plans.

Question 5: Do the short runs of RCP being added to the existing pipe need to be videoed?

Answer: Please see response for question #4.

Question 6: Does SD-1, SD-2 and SD-3 get a MES or does the pipe end with a plain end?

Answer: SD-1, SD-2 and SD-3 do not have MES, just a plain end.

Question 7: S-100, does the pipe just end with a plain end or tie into a structure?

Answer: S-100 has no MES or headwall, just plain end.

Question 8: Does the West end of SD-07 tie into the existing headwall?

Answer: Yes.

Question 9: Are there any yards with irrigation? If so, will irrigation replacement be paid for under the contingency item?

Answer: Yard irrigation systems were not collected on the survey. If encountered and replacement is necessary, compensation will be issued on a case-by-case basis under the contingency item.

Question 10: Will excavation and embankment be paid per truck ticket or plan quantity?

Answer: These quantities will be paid per plan quantity. For substantial error on the plan quantity, please refer to section 9-3.2 of the FDOT specs.

Question 11: When does the County expect to have the contract awarded?

Answer: Typically, the recommendation of award is made 3-4 weeks after bid opening.

Question 12: Who will make the final acceptance decisions on this project the County or FDOT?

Answer: The County will make the final acceptance decisions on this project.

Question 13: Can the contractor use a Polk County approved 3000 psi concrete mix?

Answer: Yes, the 3000-psi concrete mix is acceptable.

Question 14: Is this project unit measured or plan quantity project?

Answer: This is a plan quantity project. For substantial error on the plan quantity, please refer to section 9-3.2 of the FDOT specs.

November 14, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #4

BID #23-654

DRIFTWOOD DRIVE DRAINAGE IMPROVEMENTS-ARP

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted on the Addendum and the Proposal Form.

The Bid Receiving Date has been extended two (2) weeks. The **revised** Bid Receiving Date is **Wednesday, November 29, 2023.**

Michael Guerrero
Michael Guerrero
Sr. Procurement Analyst
Procurement Division

THIS ADDENDUM SHEET SHOULD BE SIGNED AND RETURNED TO THE PROCUREMENT DIVISION WITH YOUR BID SUBMITTAL. THIS IS THE ONLY ACKNOWLEDGMENT REQUIRED.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Part C – BID SHEETS AND ACKNOWLEDGEMENT FORM (Unit Price)

NAME OF PROJECT: BID 23-654, Driftwood Drive Drainage Improvement Project - ARP.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The bidder further declares that they have examined the site of the Work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have read all special provisions furnished prior to the opening of Bids; and that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE FOLLOWING REQUESTED INFORMATION MUST BE

HEREUPON GIVEN FOR THIS BID SUBMITTAL TO BE

CONSIDERED BY THE COUNTY

1. BID PRICE $ 531,844.20

WRITTEN AMOUNT (SPELL OUT) Five Hundred Thirty One Thousand Eight Hundred Forty Four DOLLARS

Twenty CENTS

(lump sum price for completing all required work in strict accordance with the requirements specified in the Bid Package)

2. CONTRACT TIME TO COMPLETION OF THIS PROJECT **180** CALENDAR DAYS FOR FINAL COMPLETION

NAME OF BIDDER Kamminga & Roodvoets, Inc. - Corporation
(type or printed firm, corporation, business or individual)

CONTRACTOR'S LICENSE NUMBER **(Copy of License Attached)**

CUC1224876
State Certification Number

Marcus B. Tidey, Jr.
Individual's Name (Print or Type)

24553
Polk County Registration Number

Marcus B. Tidey, Jr.
Individual's Name (Print or Type)

112741
Polk County Business Receipt Tax (Business License)

Kamminga & Roodvoets, Inc.
Company Name (Print or Type)

ADDENDUM RECEIPT

Bidder shall acknowledge below the receipt of any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No. 1 Date 11/2/23

Addendum No. 2 Date 11/9/23

Addendum No. 3 Date 11/14/23

Addendum No. 4 Date 11/14/23

We understand all requirements and state that as a legitimate bidder we will comply with all the stipulations included in the bid package.

Submittal Date 11/29/23
(Bid Receiving Date)

BIDDER: Kamminga & Roodvoets, Inc.

BY: _____
(Authorized Signature – in ink)

James Barnes
(Printed Name of Signer)

VP Estimating
(Printed Title of Signer)

5219 Cone Rd
Address

Tampa
City

FL
State

33610
Zip Code

813-623-3031
Telephone Number

Email Address quotes@kandrincfl.com

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF Florida COUNTY OF Hillsborough The foregoing instrument was acknowledged before me by means of ☑ physical presence or __ online notarization this 29th day of November 2023, by James Barnes (name) as VP Estimating title of officer) of Kamminga & Roodvoets, Inc. (entity name), on behalf of the company, who ☑ is personally known to me or __ has produced _____ as identification.

Notary Public Signature: Delaney Marsonek

Printed Name of Notary Public: Delaney Marsonek

Notary Commission Number and Expiration: HH 162788 9/17/25

DELANEY MARSONEK
MY COMMISSION # HH 162788
EXPIRES: September 17, 2025
Bonded Thru Notary Public Underwrite

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY

STATE OF _____ COUNTY OF _____ The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this_____ day of _____ 20__, by _____(name) as _____(title of officer) of the Company, pursuant to the powers conferred_____(entity name), on behalf of the company, who __ is personally known to me or __ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this_____(Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____ (Official Notary Signature and Notary Seal)
_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

PART D – **EXHIBITS**

EXHIBIT I: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Kamminga & Roodvoets, Inc. (hereinafter called the Principal) and Liberty Mutual Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Massachusetts, and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of Five Percent of the Total Bid Amount dollars ($----------5%---------) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of BID #23-654, Driftwood Drive Drainage Improvements Project - ARP

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 15th day of November 2023.

ATTEST:

PRINCIPAL: Kamminga & Roodvoets, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

Witness

Witness

James Barnes
Printed Name

VP Estimating
Title of Person Signing Above

ATTEST:

SURETY: Liberty Mutual Insurance Company
Printed Name

Witness

BY: _____ (SEAL)
Attorney in Fact

Witness

Carolyn Schultz
Printed Name

300 Ottawa N.W. Suite 301, Grand Rapids, MI 49503
Business Address

NOTES:

1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.

2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205603-975250

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carla A. Charles; Carolyn Schultz; Jamie Baxter; Jamie Navalta; Mari D. Maceri; Noelle L. Fish

all of the city of Grand Rapids state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of May, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of November, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS
County of Hillsborough)
James Barnes, being first duly sworn, deposes and says that:

1. They are VP Estimating of Kamminga & Roodvoets, Inc., the Bidder that has submitted the attached Bid;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of November, 2023, by James Barnes (*name*) as VP Estimating (*title of officer*) of Kamminga & Roodvoets, Inc. (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Delaney Marsonek

Printed Name of Notary Public: Delaney Marsonek

Notary Commission Number and Expiration: HH 162788 9/17/25

(AFFIX NOTARY SEAL)

DELANEY MARSONEK
MY COMMISSION # HH 162788
EXPIRES: September 17, 2025
Bonded Thru Notary Public Underwriters

EXHIBIT VI: AFFIDAVIT OF PERCENTAGE OF WORK

BID 23-654, Driftwood Drive Drainage Improvement Project - ARP

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Supplemental Conditions of the contract documents for Bid # 23-654, Driftwood Drive Drainage Improvements Project - ARP
- Understands that during Bid Analysis they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work. An updated copy will be required at contract close-out, detailing exact dollar figures paid to each subcontractor performing work under this contract.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be non-responsive.

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this 29th day of Novemeber, 2023

Name of Firm Kamminga & Roodvoets, Inc.

By James Barnes

VP Estimating
Title of Person Signing

The foregoing instrument was acknowledged before me by means of ■ physical presence or ☐ online notarization, this 29th day of November, 2023, by James Barnes (*name*) as VP Estimating (*title of officer*) of Kamminga & Roodvoets, Inc. (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Delaney J Marsonek

Printed Name of Notary Public: Delaney Marsonek

Notary Commission Number and Expiration: HH 162788 9/17/25

(AFFIX NOTARY SEAL)

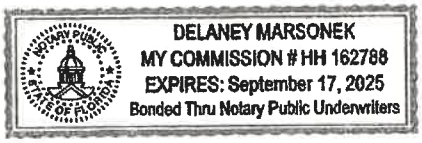


EXHIBIT XX: STATEMENT OF NO BID

If submitting a "NO BID", Bidder shall return this form to Polk County, a political subdivision of the State of Florida, Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: BID 23-654, Driftwood Drive Drainage Improvement Project - ARP for the following reasons:

_____ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).

_____ Insufficient time to respond to invitation for bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet bond or insurance requirements.

_____ Specifications unclear (please explain below).

_____ Other (please specify)._____

_____

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further projects.

_____
Typed Name and Title

_____
Signature

_____
Company

_____
Address

_____
Telephone Number

_____
Date

Kamminga & Roodvoets, Inc.

MICHIGAN OFFICE • 3435 Broadmoor, S.E. • Grand Rapids, MI 49512 • Ph. (616) 949-0800 • Fax (616) 949-1894
FLORIDA OFFICE • 5219 Cone Road • Tampa, FL 33610 • Ph. (813) 623-3031 • Fax (813) 628-4490
– AN EQUAL OPPORTUNITY EMPLOYER –

To Whom It May Concern:

From: Kamminga & Roodvoets, Inc.

The following is a resolution adopted by the Kamminga & Roodvoets Inc., Board of Directors at their annual meeting on November 3, 2023

CONTRACT AUTHORITY:

"**RESOLVED**, that the following individuals are herby authorized to execute, on behalf of Kamminga & Roodvoets, Inc. any and all contracts with any governmental entity and to negotiate and sign all other contracts on behalf of this Corporation."

Kurt D. Poll.....President
Marcus B. Tidey, Jr. .....Vice President
Bradley Kreider.....V.P. Construction
Karl Klynstra.....V.P. Estimating
James Barnes.....V.P. Estimating
Daniel Ringnalda.....Secretary/Risk Manager
Brad Tidey.....Assistant Secretary – FL Operations

Daniel Ringnalda - Secretary

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TIDEY, MARCUS B JR

KAMMINGA & ROODVOETS INC
5219 CONE RD.
TAMPA FL 33610

LICENSE NUMBER: CUC1224876

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 112741 **CLASS:** B+ **EXPIRES:** **09/30/2024**

OWNER NAME	LOCATION
MARCUS B JR TIDEY	POLK COUNTY POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS

KAMMINGA & ROODVOETS INC
KAMMINGA & ROODVOETS INC
5219 CONE RD
TAMPA, FL 336105301

CODE	ACTIVITY TYPE
230290	CONTRACTOR UNDERGROUND UTILEXC

PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR CUC1224876

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 1732327 09/08/2023 CAG **TAX 57.75** **KAMMINGA & ROODVOETS INC**

POLK COUNTY BUILDING DIVISION
PO BOX 9005, BARTOW, FL 33831
(863) 534-6080

RECORD OF RECORDING STATE CERTIFIED CONTRACTOR

LICENSE TYPE: Underground Utilities

DATE ISSUED: 5/4/2011

DATE EXPIRES: 8/31/2024

CONTRACTOR LICENSE:

STATE REG #: CUC1224876

NAME: TIDEY JR, MARCUS B

DBA NAME: KAMMINGA & ROODVOETS INC

ADDRESS: 5219 CONE RD, TAMPA, FL 33610

PHONE: 8136233031

NOTE: It is the contractor's responsibility to keep all business, licensing and requirements current and provide up to date copies for our files.

POLK COUNTY BUILDING DIVISION
PO BOX 9005, DRWR CS02, BARTOW, FL 33831-9005
RECORD OF RECORDING STATE CERTIFIED CONTRACTOR
STATE REG#: CUC1224876
LIC TYPE: Underground Utilities
ISSUED: 5/4/2011 **EXPIRES:** 8/31/2024
NAME: MARCUS B TIDEY JR
DBA: KAMMINGA & ROODVOETS INC
ADDR: 5219 CONE RD
TAMPA, FL 33610

State of Florida
Department of State

I certify from the records of this office that KAMMINGA & ROODVOETS, INC. is a Michigan corporation authorized to transact business in the State of Florida, qualified on May 4, 1981.

The document number of this corporation is 849021.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 27, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of March, 2019

Secretary of State

Tracking Number: 2812848148CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2023

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

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

PRODUCER Marsh & McLennan Agency Bouchard Region 101 N Starcrest DR Clearwater FL 33765	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 727-447-6481 **FAX (A/C, No):** 727-449-1267 **E-MAIL ADDRESS:** certificates@bouchardinsurance.com
INSURED KAMMING Kamminga & Roodvoets, Inc. 3435 Broadmoor Avenue SE Grand Rapids MI 49512-2870	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : National Union Fire Ins Co of Pittsburg — 19445 INSURER B : Travelers Property Casualty Co. of Amer — 25674 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 101897397 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU Cov Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:	Y	Y	9894837	6/1/2023	6/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY X Hired [X] Non-Owned	Y	Y	5717854	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 0	Y	Y	CUP4S12646423NF	6/1/2023	6/1/2024	EACH OCCURRENCE AGGREGATE Per Project Aggregate	$2,000,000 $2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	15853411	6/1/2023	6/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

Certificate Holder and others as required in the contract documents are an additional insured on a primary and noncontributory basis with respect to General Liability, (including ongoing and completed operations), Automobile Liability and Umbrella Liability, where required by written contract and subject to the terms, conditions and exclusions of the policy.

Waiver of subrogation applies in favor of certificate holder as respects General Liability, Automobile Liability, Umbrella Liability and Workers Compensation, only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

It is agreed by endorsement to the General Liability, Automobile Liability and Workers Compensation policy that this policy shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Todd George

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Kamminga & Roodvoets, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5219 Cone Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Tampa, FL 33610

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
3 8 - 1 8 0 8 1 0 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5/4/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

November 2, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
BID# 23-654

DRIFTWOOD DRIVE DRAINAGE IMPROVEMENTS-ARP

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

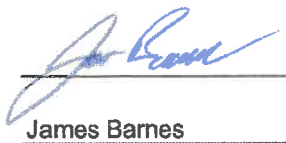
Contained within this addendum: questions and answers received, bid due date extension, a change to the bid qualifications and removal of the mandatory pre-bid meeting requirement.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, November 15, 2023, prior to 2:00 p.m.

The mandatory pre-bid meeting requirement is removed. A voluntary pre-bid meeting will be held Wednesday, November 8, 2023, at 9:00 a.m. via Zoom. Those who participated in the first pre-bid meeting are not required to attend. Vendors may join the Zoom meeting by clicking on the meeting link: https://us02web.zoom.us/j/86388601995 and use the Zoom application. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net. Vendors that do not have a Zoom account will be prompted to download the application to join the meeting. When prompted, enter **Meeting ID: 863 8860 1995**. If you have any questions regarding the Zoom meeting, please call Michael Guerrero, Sr. Procurement Analyst, at (863) 534-6716 for assistance no later than 4:00 p.m., Tuesday, November 7, 2023.

Michael Guerrero
Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: 

Printed Name: James Barnes

Title: VP Estimating

Company: Kamminga & Roodvoets, Inc.

November 9, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
BID# 23-654

DRIFTWOOD DRIVE DRAINAGE IMPROVEMENTS-ARP

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

Contained within this addendum: questions and answers received, addendum 2 revised bid sheet and specifications posted to the County's FTP Site.

To obtain a copy of the **Addendum 2 Revised Bid Sheet, Specifications and Drawings** please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "Bid 23-654, Driftwood Drive Drainage Improvements Project - ARP.zip", select "Open" or "Save As" to download the **Addendum 2 Revised Bid Sheet, Specifications and Drawings**. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Michael Guerrero
Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: 

Printed Name: James Barnes

Title: VP Estimating

Company: Kamminga & Roodvoets, Inc.

November 14, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3
BID# 23-654

DRIFTWOOD DRIVE DRAINAGE IMPROVEMENTS-ARP

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

Contained within this addendum: questions and answers received.

Michael Guerrero
Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: James Barnes

Title: VP Estimating

Company: Kamminga & Roodvoets, Inc.

November 14, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #4

BID #23-654

DRIFTWOOD DRIVE DRAINAGE IMPROVEMENTS-ARP

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted on the Addendum and the Proposal Form.

The Bid Receiving Date has been extended two (2) weeks. The **revised** Bid Receiving Date is **Wednesday, November 29, 2023.**

Michael Guerrero
Michael Guerrero
Sr. Procurement Analyst
Procurement Division

THIS ADDENDUM SHEET SHOULD BE SIGNED AND RETURNED TO THE PROCUREMENT DIVISION WITH YOUR BID SUBMITTAL. THIS IS THE ONLY ACKNOWLEDGMENT REQUIRED.

Signature: _____

Printed Name: James Barnes

Title: VP Estimating

Company: Kamminga & Roodvoets, Inc.

ROADWAY AND DRAINAGE					
Pay Item No.	Description	Quantity	Unit	Unit Price	Total
0101-1	Mobilization	1	LS	$ 68,000.00	$ 68,000.00
0102-1	Maintenance of Traffic	1	LS	$ 22,900.00	$ 22,900.00
104 10 3	Sediment Barrier	358	LF	$ 6.00	$ 2,148.00
104 18	Inlet Protection System	6	EA	$ 300.00	$ 1,800.00
110 1 1	Clearing and Grubbing	1.25	AC	$ 65,000.00	$ 81,250.00
110-4-10	Removal of Existing Concrete	536	SY	$ 17.00	$ 9,112.00
110-7-1	Mailbox, F & I, Single	40	EA	$ 200.00	$ 8,000.00
120-1	Regular Excavation	852.6	CY	$ 52.00	$ 44,335.20
120-6	Embankment	48.0	CY	$ 54.00	$ 2,592.00
425 1541	Inlets, Ditch Bottom, Type D, <10'	2	EA	$ 5,000.00	$ 10,000.00
425 1551	Inlets, Ditch Bottom, Type E, <10'	1	EA	$ 5,000.00	$ 5,000.00
425 1581	Inlets, Ditch Bottom, Type H, <10'	1	EA	$ 6,450.00	$ 6,450.00
430-174-115	Pipe Culvert, Optional Material, Round, 15" SD	66	LF	$ 170.00	$ 11,220.00
430 174 118	Pipe Culvert, Optional Material, Round, 18" SD	37	LF	$ 130.00	$ 4,810.00
430 174 215	Pipe Culvert, Optional Material, Other Shape - Ellip/Arch, 15" SD	51	LF	$ 170.00	$ 8,670.00
430 174 218	Pipe Culvert, Optional Material, Other Shape - Ellip/Arch, 18" SD	21	LF	$ 200.00	$ 4,200.00
430 175 112	Pipe Culvert, Optional Material, Round, 12" S/CD	8	LF	$ 270.00	$ 2,160.00
430 175 115	Pipe Culvert, Optional Material, Round, 15" S/CD	13	LF	$ 250.00	$ 3,250.00
430 175 118	Pipe Culvert, Optional Material, Round, 18" S/CD	4	LF	$ 300.00	$ 1,200.00
430 175 215	Pipe Culvert, Opt. Material, Other Shape - Ellip/Arch 15" S/CD	4	LF	$ 250.00	$ 1,000.00
430 175 218	Pipe Culvert, Opt. Material, Other Shape - Ellip/Arch 18" S/CD	283	LF	$ 165.00	$ 46,695.00
430 982 123	Mitered End Section, Optional, Round, 15" CD	1	EA	$ 2,000.00	$ 2,000.00
430 982 625	Mitered End Section, Optional, Ellip/Arch, 18" CD	2	EA	$ 2,100.00	$ 4,200.00
430 984 125	Mitered End Section, Optional, Round, 18" SD	1	EA	$ 2,100.00	$ 2,100.00
522-2	Concrete Sidewalks and Driveways, 6" Thick	536	SY	$ 92.00	$ 49,312.00
524 1 2	Concrete Ditch Pavt, Non Reinforced, 4"	258	SY	$ 97.00	$ 25,026.00
570-1-2	Performance Turf, Sod	6046	SY	$ 9.00	$ 54,414.00
				ROADWAY AND DRAINAGE TOTAL	**$ 481,844.20**

PROJECT CONTINGENCIES					
Pay Item No.	Description	Quantity	Unit	Unit Price	Total
999-901	Drainage	1		$ 12,500.00	$ 12,500.00
999-902	Earthwork	1		$ 12,500.00	$ 12,500.00
999-903	Concrete	1		$ 25,000.00	$ 25,000.00
				CONTINGENCIES TOTAL	**$ 50,000.00**
				A. COMBINED ROADWAY, DRAINAGE AND CONTINGENCIES (BASE BID) TOTAL:	**$ 531,844.20**

November 2, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
BID# 23-654

DRIFTWOOD DRIVE DRAINAGE IMPROVEMENTS-ARP

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Michael Guerrero
Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: 

Printed Name: James Barnes

Title: VP Estimating

Company: Kamminga & Roodvoets, Inc.

November 9, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
BID# 23-654

DRIFTWOOD DRIVE DRAINAGE IMPROVEMENTS-ARP

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Michael Guerrero
Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: 

Printed Name: James Barnes

Title: VP Estimating

Company: Kamminga & Roodvoets, Inc.

November 14, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3
BID# 23-654

DRIFTWOOD DRIVE DRAINAGE IMPROVEMENTS-ARP

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Michael Guerrero
Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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Signature: _____

Printed Name: James Barnes

Title: VP Estimating

Company: Kamminga & Roodvoets, Inc.

November 14, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #4

BID #23-654

DRIFTWOOD DRIVE DRAINAGE IMPROVEMENTS-ARP

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Michael Guerrero
Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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Signature: _____

Printed Name: James Barnes

Title: VP Estimating

Company: Kamminga & Roodvoets, Inc.

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Pay Item No.	Description	Quantity	Unit	Unit Price	Total
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PROJECT CONTINGENCIES					
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999-903	Concrete	1		$ 25,000.00	$ 25,000.00
				CONTINGENCIES TOTAL	**$ 50,000.00**
				A. COMBINED ROADWAY, DRAINAGE AND CONTINGENCIES (BASE BID) TOTAL:	**$ 531,844.20**

Part C – BID SHEETS AND ACKNOWLEDGEMENT FORM (Unit Price)

NAME OF PROJECT: BID 23-654, Driftwood Drive Drainage Improvement Project - ARP.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The bidder further declares that they have examined the site of the Work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have read all special provisions furnished prior to the opening of Bids; and that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE FOLLOWING REQUESTED INFORMATION MUST BE

HEREUPON GIVEN FOR THIS BID SUBMITTAL TO BE

CONSIDERED BY THE COUNTY

1. BID PRICE $ 531,844.20

WRITTEN AMOUNT (SPELL OUT) Five Hundred Thirty One Thousand Eight Hundred Forty Four DOLLARS

Twenty CENTS

(lump sum price for completing all required work in strict accordance with the requirements specified in the Bid Package)

2. CONTRACT TIME TO COMPLETION OF THIS PROJECT **180** CALENDAR DAYS FOR FINAL COMPLETION

NAME OF BIDDER Kamminga & Roodvoets, Inc. - Corporation
(type or printed firm, corporation, business or individual)

CONTRACTOR'S LICENSE NUMBER **(Copy of License Attached)**

CUC1224876
State Certification Number

Marcus B. Tidey, Jr.
Individual's Name (Print or Type)

24553
Polk County Registration Number

Marcus B. Tidey, Jr.
Individual's Name (Print or Type)

112741
Polk County Business Receipt Tax (Business License)

Kamminga & Roodvoets, Inc.
Company Name (Print or Type)

ADDENDUM RECEIPT

Bidder shall acknowledge below the receipt of any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No. 1 Date 11/2/23

Addendum No. 2 Date 11/9/23

Addendum No. 3 Date 11/14/23

Addendum No. 4 Date 11/14/23

We understand all requirements and state that as a legitimate bidder we will comply with all the stipulations included in the bid package.

Submittal Date 11/29/23
(Bid Receiving Date)

BIDDER: Kamminga & Roodvoets, Inc.

BY:
(Authorized Signature – in ink)

James Barnes
(Printed Name of Signer)

VP Estimating
(Printed Title of Signer)

5219 Cone Rd
Address

Tampa
City

FL
State

33610
Zip Code

813-623-3031
Telephone Number

Email Address quotes@kandrincfl.com

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF Florida COUNTY OF Hillsborough The foregoing instrument was acknowledged before me by means of ☑ physical presence or __ online notarization this 29th day of November 2023, by James Barnes (name) as VP Estimating title of officer) of Kamminga & Roodvoets, Inc. (entity name), on behalf of the company, who ☑ is personally known to me or __ has produced _____ as identification.

Notary Public Signature: Delaney Marsonek

Printed Name of Notary Public: Delaney Marsonek

Notary Commission Number and Expiration: HH 162788 9/17/25

DELANEY MARSONEK
MY COMMISSION # HH 162788
EXPIRES: September 17, 2025
Bonded Thru Notary Public Underwriters

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY

STATE OF _____ COUNTY OF _____The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this_____ day of _____ 20__, by _____(name) as _____(title of officer) of the Company, pursuant to the powers conferred_____(entity name), on behalf of the company, who __ is personally known to me or __ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this_____(Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date)_

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

PART D – **EXHIBITS**

EXHIBIT I: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Kamminga & Roodvoets, Inc. (hereinafter called the Principal) and Liberty Mutual Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Massachusetts, and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of Five Percent of the Total Bid Amount dollars ($ ----------5%--------) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of BID #23-654, Driftwood Drive Drainage Improvements Project - ARP

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 15th day of November 2023.

ATTEST:

PRINCIPAL: Kamminga & Roodvoets, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

Witness

Witness

James Barnes
Printed Name

VP Estimating
Title of Person Signing Above

ATTEST:

SURETY: Liberty Mutual Insurance Company
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Witness

Witness

Carolyn Schultz
Printed Name

300 Ottawa N.W. Suite 301, Grand Rapids, MI 49503
Business Address

NOTES:

1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.

2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205603-975250

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carla A. Charles; Carolyn Schultz; Jamie Baxter; Jamie Navalta; Mari D. Maceri; Noelle L. Fish

all of the city of Grand Rapids state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of May , 2021 .

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of May , 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of November , 2023 .

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS
County of Hillsborough)

James Barnes, being first duly sworn, deposes and says that:

1. They are VP Estimating of Kamminga & Roodvoets, Inc., the Bidder that has submitted the attached Bid;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of November, 2023, by James Barnes (*name*) as VP Estimating (*title of officer*) of Kamminga & Roodvoets, Inc. (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Delaney Marsonek

Printed Name of Notary Public: Delaney Marsonek

Notary Commission Number and Expiration: HH 162788 9/17/25

(AFFIX NOTARY SEAL)

DELANEY MARSONEK
MY COMMISSION # HH 162788
EXPIRES: September 17, 2025
Bonded Thru Notary Public Underwriters

EXHIBIT VI: AFFIDAVIT OF PERCENTAGE OF WORK

BID 23-654, Driftwood Drive Drainage Improvement Project - ARP

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Supplemental Conditions of the contract documents for Bid # 23-654, Driftwood Drive Drainage Improvements Project - ARP
- Understands that during Bid Analysis they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work. An updated copy will be required at contract close-out, detailing exact dollar figures paid to each subcontractor performing work under this contract.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be non-responsive.

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this 29th day of Novemeber, 2023

Name of Firm Kamminga & Roodvoets, Inc.

By James Barnes

VP Estimating

Title of Person Signing

The foregoing instrument was acknowledged before me by means of ■ physical presence or ☐ online notarization, this 29th day of November, 2023, by James Barnes (*name*) as VP Estimating (*title of officer*) of Kamminga & Roodvoets, Inc. (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Delaney Marsonek

Printed Name of Notary Public: Delaney Marsonek

Notary Commission Number and Expiration: HH 162788 9/17/25

(AFFIX NOTARY SEAL)

DELANEY MARSONEK
MY COMMISSION # HH 162788
EXPIRES: September 17, 2025
Bonded Thru Notary Public Underwriters

EXHIBIT XX: STATEMENT OF NO BID

If submitting a "NO BID", Bidder shall return this form to Polk County, a political subdivision of the State of Florida, Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: BID 23-654, Driftwood Drive Drainage Improvement Project - ARP for the following reasons:

_____ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).

_____ Insufficient time to respond to invitation for bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet bond or insurance requirements.

_____ Specifications unclear (please explain below).

_____ Other (please specify). _____

_____

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further projects.

_____
Typed Name and Title

_____
Signature

_____
Company

_____
Address

_____
Telephone Number

_____
Date

Kamminga & Roodvoets, Inc.

MICHIGAN OFFICE • 3435 Broadmoor, S.E. • Grand Rapids, MI 49512 • Ph. (616) 949-0800 • Fax (616) 949-1894
FLORIDA OFFICE • 5219 Cone Road • Tampa, FL 33610 • Ph. (813) 623-3031 • Fax (813) 628-4490
– AN EQUAL OPPORTUNITY EMPLOYER –

To Whom It May Concern:

From: Kamminga & Roodvoets, Inc.

The following is a resolution adopted by the Kamminga & Roodvoets Inc., Board of Directors at their annual meeting on November 3, 2023

CONTRACT AUTHORITY:

"**RESOLVED**, that the following individuals are herby authorized to execute, on behalf of Kamminga & Roodvoets, Inc. any and all contracts with any governmental entity and to negotiate and sign all other contracts on behalf of this Corporation."

Kurt D. Poll.....President
Marcus B. Tidey, Jr. .....Vice President
Bradley Kreider.....V.P. Construction
Karl Klynstra.....V.P. Estimating
James Barnes.....V.P. Estimating
Daniel Ringnalda.....Secretary/Risk Manager
Brad Tidey.....Assistant Secretary – FL Operations

Daniel Ringnalda - Secretary

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TIDEY, MARCUS B JR

KAMMINGA & ROODVOETS INC
5219 CONE RD.
TAMPA FL 33610

LICENSE NUMBER: CUC1224876

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 112741 **CLASS:** B+ **EXPIRES:** **09/30/2024**

OWNER NAME	LOCATION
MARCUS B JR TIDEY	POLK COUNTY POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS

KAMMINGA & ROODVOETS INC
KAMMINGA & ROODVOETS INC
5219 CONE RD
TAMPA, FL 336105301

CODE	ACTIVITY TYPE
230290	CONTRACTOR UNDERGROUND UTILEXC

PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR CUC1224876

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 1732327 09/08/2023 CAG **TAX 57.75** **KAMMINGA & ROODVOETS INC**

POLK COUNTY
Florida's Crossroads of Opportunity

POLK COUNTY BUILDING DIVISION
PO BOX 9005, BARTOW, FL 33831
(863) 534-6080

RECORD OF RECORDING STATE CERTIFIED CONTRACTOR

LICENSE TYPE: Underground Utilities

DATE ISSUED: 5/4/2011

DATE EXPIRES: 8/31/2024

CONTRACTOR LICENSE:

STATE REG #: CUC1224876

NAME: TIDEY JR, MARCUS B

DBA NAME: KAMMINGA & ROODVOETS INC

ADDRESS: 5219 CONE RD, TAMPA, FL 33610

PHONE: 8136233031

NOTE: It is the contractor's responsibility to keep all business, licensing and requirements current and provide up to date copies for our files.

POLK COUNTY BUILDING DIVISION
PO BOX 9005, DRWR CS02, BARTOW, FL 33831-9005
RECORD OF RECORDING STATE CERTIFIED CONTRACTOR
STATE REG#: CUC1224876
LIC TYPE: Underground Utilities
ISSUED: 5/4/2011 **EXPIRES:** 8/31/2024
NAME: MARCUS B TIDEY JR
DBA: KAMMINGA & ROODVOETS INC
ADDR: 5219 CONE RD
TAMPA, FL 33610

State of Florida
Department of State

I certify from the records of this office that KAMMINGA & ROODVOETS, INC. is a Michigan corporation authorized to transact business in the State of Florida, qualified on May 4, 1981.

The document number of this corporation is 849021.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 27, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of March, 2019

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 2812848148CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2023

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

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

PRODUCER Marsh & McLennan Agency Bouchard Region 101 N Starcrest DR Clearwater FL 33765	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 727-447-6481 **FAX (A/C, No):** 727-449-1267 **E-MAIL ADDRESS:** certificates@bouchardinsurance.com
INSURED KAMMING Kamminga & Roodvoets, Inc. 3435 Broadmoor Avenue SE Grand Rapids MI 49512-2870	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg — 19445 **INSURER B :** Travelers Property Casualty Co. of Amer — 25674 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 101897397 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	9894837	6/1/2023	6/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X XCU Cov Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y	Y	5717854	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Hired [X] Non-Owned							$
B	X **UMBRELLA LIAB** [X] OCCUR	Y	Y	CUP4S12646423NF	6/1/2023	6/1/2024	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED [X] RETENTION $ 0						Per Project Aggregate	$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N [N]	N/A	Y	15853411	6/1/2023	6/1/2024	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Certificate Holder and others as required in the contract documents are an additional insured on a primary and noncontributory basis with respect to General Liability, (including ongoing and completed operations), Automobile Liability and Umbrella Liability, where required by written contract and subject to the terms, conditions and exclusions of the policy.

Waiver of subrogation applies in favor of certificate holder as respects General Liability, Automobile Liability, Umbrella Liability and Workers Compensation, only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

It is agreed by endorsement to the General Liability, Automobile Liability and Workers Compensation policy that this policy shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Kamminga & Roodvoets, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5219 Cone Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Tampa, FL 33610

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
3	8	–	1	8	0	8	1	0	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5/4/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

KAMMINGA & ROODVOETS, INC.

CONSTRUCTION PROJECTS COMPLETED & CURRENTLY UNDER CONTRACT

PROJECT NAME, OWNER, & ENGINEER	START/COMPLETE	CONTRACT AMOUNT	CONTACT	WORK PREFORMED
51502 - 78th St & Harney Rd Intersection Improvements	6/2015-8/2016	$1,971,675.51	Dana Mackey	Roadway, Drainage, Storm Sewer, Sidewalk, Signalization, Signing, Pavement Marking, Water Utility and Force Main Utility Facilities
Hillsborough County			813-307-1783	
BES, Inc.			mackeyd@hillsboroughcounty.org	
51503 - Pasadena Yacht & Country Club Culvert Replacement	7/2015-10/2015	$512,180.00	Clay Lott	Box Culvert, Landscaping, Headwall Construction
City Of Gulfport			727-893-1085	
Advanced Engineering & Design, Inc.			clott@mygulfport.us	
51504 - South Howard Street Redevelopment	11/2015-8/2016	$358,210.00	Lucy Gassaway	Water and Roadway, Concrete
City of Plant City			813-757-9288	
Boggs Engineering, Inc.			lgassaway@plantcitygov.com	
51505 - Bloomingdale & Culbreath Rd Intersection Improvements	12/1/2015-8/2016	$1,367,400.00	Thomas Capell	Intersection Improvements, Concerete, Roadway, Drainage
Hillsborough County			813-307-1791	
Bayside Engineering			capellt@hillsboroughcounty.org	
51506 - McMullen Rd Sanitary Sewer Replacement	10/2015-12/2015	$501,905.00	Lee Harris	Sanitary Sewer and Roadway, Concrete
City of Largo			727-587-6713	
Vickstrom Engineering Services, Inc.			lharris@largo.com	
51507 - City of Tampa Emergency Repairs	8/2015-9/2016	$2,943,133.33	Jack Ferras	Sanitary Sewer and Roadway, Concrete, Pump Station
City of Tampa			813-274-8934	
			jack.ferras@tampagov.net	
51508 - Hillsborough Ave & Webb Rd Intersection Improvements	1/2016-1/2017	$2,745,449.45	Dana Mackey	Roadway and intersection improvements, storm, concrete, signalization, drainage improvements
Hillsborough County			813-307-1783	
Cardno TBE			mackeyd@hillsboroughcounty.org	
51509 - ALT US 19	9/2015-9/2015	$101,340.00	Mike Stanley	Storm
Transportation Structures, Inc.			813-899-4411	
Stantec Consulting Services, Inc.			mike.stanley@transportationstructures.com	
51512 - Midtown Stormwater Master Plan Westside Canal Improvements	9/1/2015-8/2016	$478,588.50	Tatyana Austin	Storm, Roadway Concrete
City of Plant City			813-659-4200	
Applied Sciences Consulting, Inc.			taustin@plantcitygov.com	
51513 - SR 45 (US 41)	9/2015-9/2015	$42,727.18	Mike Stanley	Storm
Transportation Structions, Inc.			813-899-4411	
			mike.stanley@transportationstructures.com	
51601 - Belcher Rd at Belleair Rd Insection Improvement	6/1/2016-7/2017	$1,268,625.00	Wesley Merritt	Storm, Roadway, Concrete
Pinellas County			727-464-8821	
Cumbey & Fair, Inc.			wmerritt@pinellascounty.org	
51602 - CR 37 Emergency Repair	4/2016-4/2016	$101,240.00	Kim Goldner	FM, Roadway, Concrete
City of Lakeland			863-834-6592	
51603 - Implementation of BMP's Within The Sunset Beach Watershed PH IV & V	6/1/2016-12/2016	$1,068,895.00	Justin Keller, P.E.	Storm, Water, Sewer, Roadway
City of Treasure Island			727-526-9158	
Advanced Engineering & Design, Inc.			keller@aed-fl.com	
51604 - Intersection Improvements (CR54 at US301/SR39)	6/2016-7/2017	$2,567,079.32	Bob Shepherd	Roadway reconstruction, drainage improvements, sidewalk, signing, pavement markings, storm, sewer
Pasco County			727-834-3604	
Johnson Engineering			rshepherd@pascocountyfl.org	

51605 - Roadway Construction - Haines Rd from 51st Ave North to 60th Ave North	11/1/2016-11/2018	$4,722,721.15	Wesley Merritt	Reconstruction of roadway, sidewalk, base and sub-base, grading, storm sewer, sanitary sewer, mast arms, signalization & pavement
Pinellas County			727-464-8821	
Advanced Engineering & Design, Inc.			wmerritt@pinellascounty.org	
51606 - 20th Ave Stormwater Improvements	10/2016-12/2016	$226,992.00	Dean Scharman	Storm, Road
City of Largo			727-595-6889	
CivilSurv Design Group, Inc.			dscharman@jrb.com	
51607 - Mango St Stormwater Improvement Project PH IV & V	11/2016-9/2017	$1,630,751.10	Roger Johnson	Storm, Sanitary WL Road Reconstruction
City of Clearwater			727-562-4592	
Interflow Engineering, LLC			roger.johnson@myclearwater.com	
51701 - Holiday Lakes Force Main Replacement	5/2017-12/2017	$1,186,469.80	John Voda	Force Main Replacement
Pasco County			813-235-6195	
Florida Design Consultants, Inc.			jvoda@pascocountyfl.net	
51702 - Tarpon Woods Bridge over Brooker Creek	5/2017-12/2017	$143,224.00	Rusty Birchall	Water
Cone & Graham			813-623-2856	
Pinellas County Engineering			rbirchall@conegraham.com	
51703 - Cemex Pond	4/2017-4/2017	$122,188.00	Greg Jefferies	Slope Paving
Cemex			813-335-7655	
Stitzel Engineering & Construction, Inc.			gregory.c.jeffries@cemex.com	
51704 - US 19 (State Road 55) From N. of 50th Ave. South to S. of 46th Ave. South	7/2017-12/2017	$1,222,291.30	Sarah Gansz	Drainage improvements, box culvert and sheet pile installation within drainage canal
FDOT			727-575-8300	
Cardno			sarah.gansz@dot.state.fl.us	
51705 - Channel 1AW Repair & Bridge Construction at Skyview Pool	7/2017-5/2018	$1,872,157.00	Mitch Chiavaroli	Slope Paving
PPWMD			727-442-7196	
McKim & Creed			mchiavaroli@mckimcreed.com	
51706 - 14th Ave North from 4th St to Crescent Lake Storm Drainage Improvements	7/2017-3/2018	$1,245,548.33	Thomas Rice	Storm, Water, Roadway, Concrete
City of St. Petersburg			727-551-3202	
City of St. Petersburg Engineering			thomas.rice@stpete.org	
51707 - County Road No. 582 (Knights Griffin Rd) Over Itchepackasassa Creek Bridge No. 104608	10/2017-6/2018	$1,202,197.39	Kouser Manzer	Box Culvert, Storm, Roadway, Concrete
FDOT			813-612-3300	
Icon Consultant Group, Inc.			kouser.manzer@dot.state.fl.us	
51708 - Clearwater-Largo Rd District Improvements	1/2018-4/2019	$3,627,963.50	Robert Kollar	Roadway, Concrete, Storm
City of Largo			727-587-6713	
Pennoni Associates, Inc.			rkollar@largo.com	
51709 - 101st St Drainage Channel Stabilization	1/2018- 4/2018	$255,671.50	Chuck Mura	Concrete, Grading, Ditch Erosion
City of Largo			727-587-6713	
Advanced Engineering & Design, Inc.			cmura@largo.com	
51710 - Drainage Improvement Plans for 2nd St & Harbor Dr	10/2017-2/2018	$171,449.00	Lynn Rives	Storm, Water, Sewer, Roadway, Concrete
City of Belleair Beach			727-595-4646 x 123	
Deuel Associates			lynn.rives@cityofbelleairbeach.com	
51711 - Intersection Improvements (Hudson Ave & Hicks Rd)	3/2018-10/2018	$1,401,357.80	Larry Harris, P.E.	Storm, Water, Forcemain, Roadway Improvements
Pasco County			727-834-3604	
Coastal Design Consultants			lharris@pascocountyfl.net	
51712 - Citrus Woods Utility Relocation	12/2017-2/2018	$429,917.81	David Butcher	Sanitary, Utility Relocation, Ditch Rehabilitation
City of Lakeland			863-667-2345	
Amec Foster Wheeler Environment & Infrastructure, Inc.			david.butcher@woodplc.com	

51713 - Oak St Drainage Improvements	3/2018-11/2018	$1,276,186.00	Bruce Stenfors	Storm, Water, Road
City of St. Petersburg			727-551-3144	
Land & Water Engineering Science			bruce.stenfors@stpete.org	
51801 - Implementation of BMPs Within the Sunset Beach Watershed (Phase VI)(N674)	4/2018-11/9/2018	$1,342,937.81	Justin Keller, P.E.	Storm, Sanitary, Trench Drain, Concrete, Pervious Concrete, Road Restoration
City of Treasure Island			727-526-9158	
Advanced Engineering & Design, Inc.			keller@aed-fl.com	
51802 - Sandpiper MH Emergency Repair	2/2018-2/2018	$60,185.00	Drew Adock	Emergency Sanitary Sewer Repairs
City of Lakeland			863-834-6322	
			drew.adcock@lakelandgov.net	
51803 - Robles Park Pump Station Replacment	7/2018-3/15/19	$1,656,794.00	Albert Calloway	Stormwater Force Main, Remove & Replace Pump Station, Road Restoration
City of Tampa			813-630-3902	
City of Tampa Engineering			albert.calloway@tampagov.net	
51804 - Cemex Lakeland	5/2018-5/2018	$193,050.00	Greg Jeffries	Grading, Drainage, Stormwater Ponds, Weir Structure
Cemex			813-269-1091	
Stitzel Engineering & Construction, Inc.			gregoryc.jeffries@cemex.com	
51805 - 8th Avenue South & 44th Street South Drainage Improvements	8/2018-6/2019	$2,441,731.83	Mike Ryle	Storm, Sanitary, Box Culvert, Roadway, Concrete
City of St. Petersburg			727-893-7400	
Land & Water Engineering Science			mike.ryle@stpete.org	
51806 - Roadway, Sidewalk & Drainage Improvments – Waste to Energy Facility & 110th Ave N	8/2018-4/2019	$1,053,743.11	Paul Giuliani	Roadway, Sidewalk & Drainage Improvements
Pinellas County			727-453-3491	
Pinellas County Engineering			pgiuliani@pinellascounty.org	
51807 - Lakeland Emergency Repairs*	8/2018-	$1,662,745.82 (To Date)	Drew Adcock	Miscellaneous emergency sewer repairs
City of Lakeland			863-834-6322	
			drew.adcock@lakelandgov.net	
51808 - Highland Avenue Drainage Improvement Project (Jeffords Street to Pine Street)	8/2018-5/2019	$1,497,900.46	Paul Giuliani	Remove & replace exfiltration system, drainage work, milling & resurfacing of the roadway
Pinellas County			727-453-3491	
Pinellas County Engineering			pgiuliani@pinellascounty.org	
51809 - Valve & Valve Vault Replacement - Central Avenue & 79th Street South	9/2018-9/2019	$446,542.27	Brett Warner	Replace and Install 24in forcemain, install valves and vault, restoration
City of St. Pete Beach			727-363-9254	
Kimley-Horn & Associates, Inc.			bwarner@stpetebeach.org	
51811 - Culvert Replacement at Palm Creek	1/2019-5/2019	$490,674.76	Clay Black	Box culvert replacement, Reconstruct 200ft of roadway,minimal water,sewer and RCP installation
Hernando County			352-754-4060	
Cardno			cblack@hernandocounty.us	
51812 - Lakeland Regional Hopsital Sanitary Sewer Lining Replacement	10/2018-10/2018	$68,100.00	Stacy Southern	Sanitary Manhole Installation
Kenny, A Granite Company			224-246-1659	
51813 - Temple Terrace Hwy Drainage Improvements	4/2019-3/2020	$1,672,681.45	Jason Boulnois	Drainage Pumping System
Hillsborough County			813-307-1811	
DRMP, Inc.			boulnoisj@hillsboroughcounty.org	
51814 - Sidewalk & ADA Improvements - Indian Rocks Rd Phase 2A	3/2019-11/2019	$567,279.00	Paul Giuliani	Drainage, Sidewalk, Roadway & Other Restoration
Pinellas County			727-453-3491	
AECOM Technical Services, Inc.			pgiuliani@pinellascounty.org	
51815 - 13th Avenue North to 9th Avenue North Water Main Replacement Project	1/2019-9/2019	$984,322.51	John Powell	Water Main Installation and Restoration
City of Safety Harbor			727-724-1555	
King Engineering Asscoaites, Inc.			jpowell@cityofsafetyharbor.com	
51901 - Sunset Point Rd at Betty Lane Intersection Improvements	3/2019-6/2020	$284,428.00	Louis Johnson	Water Main Repairs
Pinellas County (Cone & Graham)			727-735-1781	
AECOM			ljohnson@conegraham.com	

51902 - N. Bayshore Sanitary Sewer & Forcemain Replacement City of Safety Harbor King Engineering, Inc.	2/2019-11/2019	$1,193,411.00	John Powell 727-724-1555 x 1805 jpowell@cityofsafetyharbor.com	Sanitary Sewer, Force Main, Jack & Bore. Asphalt, Concrete, Site Restoration
51903 - McKay Creek Water Quality Improvements Project Near Hickey Drive Pinellas County Environmental Consulting & Technology, Inc.	5/2019-5/28/20	$898,074.50	Paul Giuliani pgiuliani@pinellascounty.org 727-453-3491	Construction of Two Water Quality Ponds, Excavation, Grading, Drainage & Structures
51904 - Sugarbear Dr. And Scott St Sewer Repairs City of Safety Harbor City of Safety Harbor Engineering	3/2019-7/2019	$498,882.88	John Powell 727-724-1555 x 1805 jpowell@cityofsafetyharbor.com	Gravity Sewer, Storm, Structures, Restoration
51905 - Palmetto Rd Street & Drainage Improvements Project Town of Belleair RS &H	7/2019-6/2021	$980,349.15	Keith Bodeker 727-408-4860 kbodeker@townofbelleair.net	Stormwater, roadway, watermain
51906 - Pinellas Roadway Town of Belleiar McKim & Creed	7/2019-7/2020	$3,470,868.56	Keith Bodeker 727-408-4860 kbodeker@townofbelleair.net	Stormwater, roadway, new outfall with baffle box, watermain
51907 - Downtown Stormwater Capital Improvement Project #1603ST City of Dade City Wood Environment & Infrastructure Solutions, Inc.	8/2019-7/2020	$2,315,404.00	Joe DeBono 352-523-5050 jdebono@dadecityfl.com	Storm sewer collection system, potable water distribution, pond excavation, roadway reconstruction
51908 - Thonotosassa Rd Culvert Replacement CIP #46136.123 Hillsborough County Icon Consultant Group, Inc.	1/2020-5/14/20	$853,812.36	Dana Mackey 813-307-1783 mackeyd@hillsboroughcounty.org	Box culvert, roadside drainage, roadway
51909 - 102nd Ave N at Antilles Dr Intersection Improvements Pinellas County RS & H	8/2019-10/2020	$1,636,426.80	Joe Wolf 727-464-8880 jwolf@co.pinellas.fl.us	Intersection safety improvements, roadway widening, milling & resurfacing, drainage, sidewalk
51910 - Crystal Springs Water Main Extension IFB-KW-19-093 Pasco County Coastal Design Consultants	8/2019-10/9/20	$1,889,580.00	Matt Wetherington, PE 813-235-6189 x 6937 mwetherington@pascocountyfl.net	Watermain repairs
51911 - MLK St City of Safety Harbor	6/2019-7/2019	$77,184.00	Michelle Giuliani 727-631-1366 mgiuliani@cityofsafetyharbor.com	Sanitary sewer repairs
51912 - Pinellas Trail & 54th Ave N Drainage Improvements Pinellas County Icon Consultant Group, Inc.	2/2020-2/2021	$2,985,248.93	Mark Demyan 727-282-4519 mdemyan@cp.pinellas.fl.us	Drainage Improvements, installing box culvert
51913 - 39th Ave Granite Construction	11/2019-12/2019	$127,090.00	Richard Cooper 727-530-7577 Rick.cooper@gcinc.com	Sewer replacement and repairs
51914 - Baffle Box for 26th Ave North Outfall to Jungle Lake City of St. Petersburg City of St. Petersburg Engineering	11/2019-1/12/20	$347,094.63	Bruce Stenfors 727-420-8933 Bruce.stenfors@stpete.org	Drainage improvements, baffle box
51915 - Channel 1B5 Concrete Panel Replacement East of 58th Street Pinellas Park Water Management District Applied Sciences Consulting, Inc.	11/2019-2/2020	$1,100,190.00	Randy Roberts 727-528-8022 randy@ppwmd.com	Slope Paving
52001- 62nd Ave Sidewalk (LAP Project) and 62nd Ave N Intersection Improvement Project Pinellas County Cardno	5/2020-3/2021	$1,810,662.00	Wesley Merritt 727-464-8821 wmerritt@pinellascounty.org	Sidewalk and intersection improvements

52002 - Bell Lake Rd Safety Improvements	1/2021-2/21/22	$6,281,712.40	Matt Kodsi	Pavement widening, curb/gutter/sidewalk, drainage
Pasco County			727-247-3880	
Johnson Engineering			mkodsi@pascocountyfl.net	
52003 - Tennis Court Stormwater BMPs	4/2020-7/2020	$434,120.00	Justin Keller	Drainage improvements, dry pond
Shipwatch Yacht & Tennis Association			727-526-9158	
Advanced Engineering & Design, Inc.			keller@aed-fl.com	
52005 - Hercules Ave PH II Sidewalk from Sherwood St to Sunset Point Rd	6/2020-9/2021	$2,742,317.04	Wesley Merritt	Sidewalk, pedestrian bridge, box culvert, drainage and intersection improvements
Pinellas County			727-464-8821	
Cumey & Fair, Inc.			wmerritt@pinellascounty.org	
52006 - Mid-County Master Lift Station	10/2020-6/2021	$1,591,115.00	Shelby Hughes	Construct new master lift station, force main, and gravity main
Utilities, Inc. of Florida			727-498-2585	
Kimley-Horn			shelby.hughes@kimley-horn.com	
52007 - 131st St N at 82nd Ave N & 86th Ave N Intersection Improvements (PID 001023A)	9/2020-6/2022	$5,651,295.28	Dale Laird	Roadway reconstruction, intersection improvements
Pinellas County			727-464-8883	
Pinellas County			dlaird@pinellascounty.org	
52008 - Sanitary Sewer Rehab Phase 1B	8/2020-11/2020	$1,307,218.00	Roger Homann, PE	Sanitary sewer improvements, gravity sewer pipe replacement and point repairs
City of Mulberry			863-888-0278	
Pennoni, Inc.			rhomann@pennoni.com	
52010 - County Line Rd Water Main Extension	8/2020-12/2020	$1,452,256.80	Jim Lilly, EI	Water main installation by open cut, HHD, jack and bore. Grading and sod, roadway restoration
City of Lakeland			863-834-6175	
Chastain Skillman			jim.lilly@lakelandgov.net	
52011 - US 92	2/2021-8/2021	$1,399,642.42	Ubaldo Rodriguez	Intersection, roadway and drainage improvements
City of Lakeland			954-419-6323	
JMT, Inc.			urodriguez@aeengineeringinc.com	
52012 - Mango St Stormwater and Roadway Improvements	6/2021-3/2022	$839,968.04	Nick Makris	Intersection, roadway and drainage improvements
City of Tarpon Springs			727-942-5638	
American Consulting Engineers of Florida, LLC			nmakris@ctsfl.us	
52013 - Dolphin Dr Roadway Improvements	2/2021-8/2021	$690,763.49	William Reidy, PE	Sanitary sewer, water main, drainage improvements
City of Belleair Bluffs			727-526-9158	
Advanced Engineering & Design, Inc.			reidy@aed-fl.com	
52014 - N. Sunlake Blvd Phase 1 Segment 1 Roadway Construction	4/2021-2/2022	$1,264,580.00	Eric Boor	Water main installation by open cut, HHD, jack and bore.
Len-Angeline, Inc. (Cone & Graham)			561-827-1247	
NV5, Inc.			eboor@conegraham.com	
52101 - Main Ave & 15th St Drainage Improvements	6/2021-7/2021	$94,753.00	Bryan Holmes	Storm sewer collection system, curb, storm pipe, pavement, ditch pavement, grading, roadway reconstruction.
City of Dade City			352-521-1280	
Wood Environment & Infrastructure Solutions, Inc.			bholmes@dadecityfl.com	
52102 - Ponce De Leon (Pinellas Roadway Improvements Project PH 3 & 4)	7/2021-6/2022	$2,793,411.05	Keith Bodeker	Stormwater, roadway restoration, watermain, underdrain, sanitary sewer.
Town of Belleair			727-408-4860	
Deuel &Associates			kbodeker@townofbelleair.net	
52103 - Fast Response - Drainage Improvements	9/2021-9/2021	$244,750.00	Jamie Khawaja	Drainage improvements, replace check valve and baffle box
FDOT			727-575-8332	
Burgess & Niple, Inc.			jamie.khawaja@dot.state.fl.us	

52104 - County Road 54 Improvements Phase II*	5/2022-	$6,610,632.93	Patricia Arndt	Roadway and safety improvements, signalization, multiuse path, pavement widening, sidewalk.
Pasco County			727-834-3604	
Johnson Engineering, Inc.			parndt@pascocountyfl.net	
52105 - Rice Rd Water Main Extension	9/2021-12/2021	$147,965.00	Colson Marsh	Water main installation by open-cut and jack & bore.
City of Plant City			863-345-1474	
Hydro Solutions Consulting, LLC/Dewberry			cmarsh@dewberry.com	
52106 - Lift Station 01 Demo	10/2021-11/2021	$287,900.00	Brian Highnote	Lift station demo.
City of Largo			727-520-8181	
Ardurra Group, Inc.			bhighnote@largo.com	
52107 - 9th Ave North Force Main Project	12/2021-8/2022	$920,000.00	Michelle Giuliani	Gravity sewer, sanitary sewer, bypass pumping, removal of existing force main, site restoration.
City of Safety Harbor			727-631-1366	
Pennoni Associates, Inc.			mgiuliani@cityofsafetyharbor.com	
52108 - Skyview Dr Force Main	12/2021-9/2022	$1,009,650.00	Lee Potter	Installation of sanitary force main by both open cut and HDD.
City of Lakeland			863-834-6469	
Chastain Skillman			lee.potter@lakelandgov.net	
52109 - English Oaks Force Main - Phase III Section 3 - Caribbean Drive	1/2022-8/2022	$995,939.00	Matthew Fowler, P.E.	Installation of sanitary sewer force main by open cut and jack & bore.
City of Lakeland			863-834-6389	
Chastain Skillman			matthew.fowler@lakelandgov.net	
52110 - Emergency Sanitary Sewer Repair for Harbor Hill Dr	12/2021-3/2022	$1,373,796.00	Jamie Ahrens	Emergency rehabilitation and replacement of gravity sanitary sewer main.
City of Safety Harbor			727-724-1550	
City of Safety Harbor			cahrens@cityofsafetyharbor.com	
52111 - English Oaks Force Main - Phase III Section 4 - Airport Road for the Water Utilities Dept.	3/2021-11/2022	$1,087,680.00	Matthew Fowler, P.E.	Installation of sanitary sewer force main by open cut, HDD, and jack & bore.
City of Lakeland			863-834-6389	
Chastain Skillman			matthew.fowler@lakelandgov.net	
52112 - Ch1C from 98th Ave to Confluence with Channel 1 – Contract 2	1/2022-11/2022	$3,533,555.00	Randy Roberts	Channel upgrades, tree removal, tree replacement, fencing, sod restoration.
Pinellas Park Water Management District			727-528-8022	
McKim & Creed			randy@ppwmd.com	
52201 - 22-B-742 Bolesta Manhole Replacement	3/2022-4/2022	$671,185.00	Brent Larson	Remove and replace manhole.
City of Largo			727-587-6713	
City of Largo Engineering			blarson@largo.com	
52202 - Contract No. T7388 SR 54, From E of CR 577 (Curley Rd) to E of CR579 (Morris Bridge Rd)*(	2/2022-	$1,724,284.60	Eric Boor	Water and sewer removal and installation.
FDOT (Cone & Graham)			561-827-1247	
American Consulting Engineers of Florida, LLC.			eboor@conegraham.com	
52203 - Jennifer Ln Improvements	4/2022-5/2022	$163,737.20	Shane LeBlanc	Roadway imrpovements, curb, driveways, paving and sod installation.
City of Zephyrhills			813-780-0022	
Cornelison Engineering & Design, Inc.			sleblanc@zhills.city	
52204 - N. Highland Ave Road & Drainage Improvement Phase I	6/2022-5/2023	$2,898,260.50	Paul Giuliani	Road reconstruction and drainage imrpovements, sanitary sewer and water main installation.
Pinellas County			pgiuliani@pinellascounty.org	
Pinellas County			727-453-3491	
52205 - 22456.1 (Construction, 70th Street over Delaney Creek)	6/2022-3/2023	$1,759,994.10	Jason Boulnois	Replace existing bridge with box culvert, roadway improvements, curbing and sidewalks.
Hillsborough County			813-307-1811	
RS&H, Inc.			boulnoisj@hillsboroughcounty.org	

52206 - Tarpon Avenue to South Huey to U.S. HWY 19 Roadway Improvement City of Tarpon Springs American Consulting Engineers of Florida, LLC	9/2022-8/2023	$1,370,864.31	Nick Makris, PMP 727-942-5638 nmakris@ctsfl.us	Roadway and intersection improvements.
52207 - 12th/13th Street & Bay Dr - BMP 7&8 City of Belleair Beach Deuel & Associates	9/2022-3/2023	$717,349.60	Kyle Riefler, CFM, CPRP 727-229-8433 Kyle.Riefler@CityofBelleairbeach.com	Mill and resurface roadway, curb replacement, stormwater collection and drainage improvements.
52208 - E7P30 Cypress Street – Widening and Resurfacing FDOT HDR Engineering, Inc.	6/2022-9/2023	$2,231,498.85	Tracie Rose, PE 813-541-7944 trose@rkk.com	Intersection widening and realignment, enhance traffic operations and safety.
52209 - IFB-RH-22-086 Colonial Manor Drainage Improvement Project Pasco County Deloach Engineering/Florida Design Consultants, Inc.	1/2023-10/2023	$3,412,841.75	Efrain Figueroa 727-834-3611 efigueroa@pascocountyfl.net	Repair multi-use path, roadway improvements and storm drainage improvements including 18" to 60" RCP.
52210 - Eiland Blvd Reconstruction at SR54 in Wesley Chapel* Western Surety Company/Pasco County (Cone & Graham)	5/2022-	$506,047.00	Eric Boor 561-827-1247 eboor@conegraham.com	Locate, remove and install new water/sewer utilities.
52211 - WWTF 24" Effluent Pipe Replacement City of New Port Richey Stroud Engineering Consultants, Inc.	7/2022-8/2022	$364,800.00	Sean Howard 727-841-4464 Howards@Cityofnewportrichey.org	Install new 24" effluent pipe and fittings, misc. site work and restoration.
52212 - Darlington Rd Sidewalk from US 19 TO Sunray Dr Pasco County Pasco County	10/2022-1/2023	$471,202.90	William J. Kelleher 727-834-3604 wkelleher@pascocountyfl.net	Sidewalk improvements.
52213 - West Central Avenue Watermain Replacement & Streetscape Project* City of St. Petersburg City of St. Petersburg	2/2023-	$10,845,202.57	Thomas Rice 727-551-3202 thomas.rice@stpete.org	New water mains/services/connections, including new traffic signalization, paving, landscaping, and various roadway improvements.
52214 - Executive Park Gravity Sewer Replacement City of Tampa Mills and Associates, Inc.	8/2022-6/2023	$2,361,900.50	Davey Henderson 813-630-3910 Davey.Henderson@tampagov.net	Install new sanitary sewer by open cut and HDD, grout fill existing lines, pavement and site restoration.
52215 - Southwest Pump Station Flow Reversal City of Lakeland Chastain Skillman	12/2022-7/2023	$260,641.00	Vaughan Leer 863-388-3179 vleer@chastainskillman.com	Construction of wastewater pump flow reversal, various pump station improvements, force main installation.
52216 - Indian Rocks Road Drainage and Pedestrian Improvements* Town of Belleair RS & H, Inc.	1/2023-	$4,803,587.70	Adam Klinstiver 813-465-4446 aklinstiver@consoreng.com	Storm, water main and roadway improvements.
52301 - 42nd Avenue N Roadway and Sidewalk Improvements* Pinellas County DRMP	7/2023-	$4,735,766.50	John Carpenter, PE 727-453-3350 jcarpent@pinellas.gov	Work consists of roadway drainage and sidewalk improvements.
52302 - Mehlenbacher Road Sidewalk Project* Pinellas County Kimley-Horn	7/2023-	$3,575,743.50	John Carpenter, PE 727-453-3350 jcarpent@pinellas.gov	Pedestrian and traffic safety, and drainage improvements.
52303 - Emergency Valve Replacement City of St. Pete Beach Kimley-Horn	6/2023-7/2023	$490,226.00	Shelby Hughes 727-498-2585 shelby.hughes@kimley-horn.com	Remove existing force main and replace, sidewalk and road reconstruction.

52304 - Bid No. 3016 Griffin Road Gravity Sewer Replacement*	10/2023-	$2,822,910.00	Guy Taylor, PE	Installation of 8", 12" and 24" gravity sewer main and manholess, relocate existing foremains, pavement restoration.
City of Lakeland			863-834-6209	
Chastain Skillman			Guy.Taylor@lakelandgov.net	
52305 - Griffin Rd 24" Gravity Sewer Replacement - Phase II	3/2023-7/2023	$1,978,600.00	Guy Taylor, PE	Emergency sewer repair and replacement.
City of Lakeland			863-834-6209	
City of Lakeland			Guy.Taylor@lakelandgov.net	
52306 - 46th Avenue North Sidewalk Improvements from 49th Street North to 55th Street North*	9/2023-	$4,732,908.50	Paul Giuliani	Sidewalk improvements, road reconstruction, multi-use path, upgraded drainage and sanitary sewer.
Pinellas County			727-453-3491	
Hardesty & Hanover, LLC			pgiuliani@pinellascounty.org	
52307 - 22nd Avenue South (51st Street South - 34th Street South) Roadway Improvements*	TBD	$7,473,287.30	TBD	Road, sidewalk, drainage improvements.
Pinellas County				
RS&H, Inc.				
52308 - Largo Emergency Repairs*	8/2023-	$1,287,550.00	Norman Shaw	Emergency replacements for failing manholes, including road reconstruction.
City of Largo			727-587-6713	
City of Largo			nshaw@largo.com	
52309 - CIP 69600311 Gibsonton Drive at Fern Hill Drive Intersection Improvements*	11/2023-	$7,932,347.50	Sandra Gonzalez	Temporary and new signalization, roadway improvements, and pedestrian safety improvements.
Hillsborough County			813-307-1749	
George F. Young			GonzalezSa@hillsboroughcounty.org	
52310 - E7R32 US 98 Bypass Design Build*	TBD	$2,634,329.00	TBD	Remove and replace over 2,000 LF of 8", 10" and 12" PVC water main by open cut and hdd.
FDOT - Cone & Graham				
FDOT				
52311 - Kirby Street Force Main & Gomez Pumping Station Force Main Improvements*	TBD	$2,236,220.00	Davey Henderson	Installation of 1200 LF of 16" PVC, 600 LF of 10" PVC, 950 LF of 8" PVC by open cut and 1200' of hdd and roadway improvements.
City of Tampa			813-630-3910	
Barnes, Ferland & Associates, Inc.			Davey.Henderson@tampagov.net	
52312 - Old Coachman Rd Bridge Replacement	TBD	$389,220.00	TBD	Installation of 520 LF12" RCW by open cut and HDD, including various utility improvements and adjustments.
Pinellas County - Cone & Graham				
City of Clearwater				
*In Progress				

Polk County

Board of County Commissioners

Agenda Item H.4. 2/6/2024

SUBJECT

Approve Amendment No. 1 to Agreement 2022-025 with Hazen and Sawyer, P.C. to provide professional engineering services for septage receiving stations ($727,049.00 one-time expense from American Rescue Plan Funds)

DESCRIPTION

Due to newer restrictive Federal and State biosolid management regulations, there are fewer companies that are authorized to receive and dispose of biosolid materials. As a result, local private septage haulers requested the County consider providing septage receiving stations at its wastewater treatment facilities. This resulted in a Septage Receiving Station Feasibility Study, recently updated in July 2021. The study recommended building septage receiving stations at Wastewater Treatment Facilities (WWTF).

On May 3, 2022, the Board approved agreement 2022-025 with Hazen and Sawyer, P.C. to design two septage receiving stations to be located at the Northwest and Southwest Regional Wastewater Treatment Facilities. These services were to be broken down into parts and the original agreement provided for Part 1 Services in the amount of $323,000.00 to develop conceptual and preliminary design reports for each receiving station.

These services are now complete and the preliminary facility design report for the Northwest WWTF concluded that the North Central Landfill (NCLF) would be a better location by offering a site-ready, easily accessible location for a new septage receiving station. In addition, the NCLF site offers a cooperative project opportunity for the Utilities' and Waste & Recycling Divisions to treat both the excess leachate generated at the landfill, by complimenting the wetland leachate treatment system project currently under construction, as well as dispose of biosolids at the same location. After reviewing this report, the Utilities Division is recommending approval of Amendment #1 in the amount of $727,049.00 to provide for final design and bid support of the northwest receiving station at the NCLF and to hold off on final design of the receiving station to be located at the Southwest Regional WWTF while staff locates a suitable off-site property for the receiving station and determines what upgrades will be needed to the receiving plant.

The anticipated time to complete these Part 2, Amendment #1, services is 252 days, yet the amendment will be in place until all services are performed. Once these services are complete, another amendment will be brought back to the Board for construction administration services approval.

The NCLF septage receiving station and leachate treatment facility will be designed to treat up to 50,000 gallons per day of septage discharge and up to 100,000 gallons per day of leachate.

The total not-to-exceed amount for both Part 1 and Part 2 services is $1,050,049.00.

This agreement is wholly funded by the U.S. Department of Treasury (USDT) through the American Rescue Plan Act (ARP), State and Local Fiscal Recovery Funds (SLRF).

RECOMMENDATION

Request Board approve Amendment No. 1 to Agreement 2022-025 with Hazen and Sawyer, P.C. to provide Part 2 professional engineering services for Septage Receiving Stations in the amount of $727,049.00.

FISCAL IMPACT

Funding is available in the American Rescue Plan Funds.

CONTACT INFORMATION

Ari Goldstein
Senior Procurement Analyst
863.534.6415
arigoldstein@polk-county.net

PROFESSIONAL SERVICE AGREEMENT
#2022-025
AMENDMENT #1

This AMENDMENT is made and entered into, effective as of the date of last executed ("Effective Date"), by and between, Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, and Hazen and Sawyer, P.C. (the "Consultant"), a New York corporation, headquartered at 4000 Hollywood Boulevard, Suite 750 N, Hollywood, Florida 33021 whose Federal Employer Identification Number is 13-2904652.

WITNESSETH:

WHEREAS, the County and Consultant entered into a Professional Service Agreement effective May 3, 2022 (the "Agreement"), for the purpose of providing professional services in connection with the Septage Receiving Stations design as defined and further described in the Agreement; and

WHEREAS, Part 1 included project management, support, and conceptual design services; and

WHEREAS, the cost for the Consultant to complete Part 1 of the project was a not to exceed amount of $323,000.00; and

WHEREAS, pursuant to Section 16.0 of the Agreement, the County and the Consultant mutually agree to amend the Agreement as set forth below.

NOW, THEREFORE, the County and the Consultant hereby agree to amend the Agreement as follows:

1. The recitals stated above are true and correct and are fully incorporated herein.

2. The Agreement is hereby amended to authorize performance of the Part 2 Services of this Project which includes project management, support, preliminary and final design, permitting, and bidding services, which are fully set forth and described in Attachment "A" of this Amendment, attached hereto and fully incorporated herein.

3. It is anticipated that the Part 2 Services shall be completed within approximately 252 calendar days from the Effective Date of this Amendment #1, but in any event, shall be provided by the Consultant through final completion of the Project construction.

4. In consideration for its providing Part 2 Services, the County shall pay the Consultant a not-to-exceed amount of $727,049.00 to be billed in accordance with the Hourly Rate Schedule as further described in Section E (Compensation) of Attachment "A" to this Amendment #1. Accordingly, the total contract amount shall be increased from the original not-to-exceed amount of $323,000.00 to the new not-to-exceed amount of $1,050,049.00.

5. The Agreement, as amended by this Amendment #1, continues in full force and effect.

THE REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

Attest:
STACY BUTTERFIELD
CLERK OF THE BOARD

By:_____
Deputy Clerk

Date Approved by County:_____

Approved as to form and legal sufficiency:

Sandra B. Haf 1/11/24
County Attorney **Date**

POLK COUNTY, a political subdivision of the State of Florida

By:_____
W.C. Braswell, Chairman,
Board of County Commissioners

Hazen and Sawyer, P.C.
a New York corporation

By: Holly Kremers / [illegible]

Holly Kremers / Andre Dieffenthaller
[Print Name]

Associate Vice President / Vice President
[Title]

1-11-2024
Date

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida COUNTY OF Hillsborough
The foregoing instruments was acknowledged before me this
1/11/2024 By Holly Kremers and Andre Dieffenthaller
(Date) (Name of officer or agent, title of officer or agent)
on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced
NA as identification and did certify to have knowledge of the matters stated
(Type of Identification)
in the foregoing instrument and certified the same to be true in all respects.
Subscribed and sworn to (or affirmed) before me this 1/11/2024
(Date)
Shelby Luedtke Commission Number _____
(Official Notary Signature and Notary Seal)
Shelby Luedtke Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

Notary Public State of Florida
Shelby Luedtke
My Commission
HH 280763
Exp. 6/26/2026

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____
The foregoing instrument was acknowledged before me this
_____ By _____
(Date) (Name of acknowledging partner or agent)
on behalf of _____ a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced
_____ as identification and did certify to have knowledge of the matters
(Type of Identification)
in the foregoing instrument and certified the same to be true in all respects.
Subscribed and sworn to (or affirmed) before me this _____
(Date)
_____ Commission Number _____
(Official Notary Signature and Notary Seal)
_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____
The foregoing instrument was acknowledged before me this
_____ By _____
(Date) (Name of acknowledging)
who personally appeared before me at the time of notarization, and is personally known to me or has produced
_____ as identification and did certify to have knowledge of the matters
(Type of Identification)
in the foregoing instrument and certified the same to be true in all respects.
Subscribed and sworn to (or affirmed) before me this _____
(Date)
_____ Commission Number _____
(Official Notary Signature and Notary Seal)
_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

Attachment "A"
Scope of Services
Professional Services Agreement 2022-025, Part 2, Amendment No. 1
Septage Receiving Station

HAZEN AND SAWYER, PC (Consultant) entered into a Professional Services Agreement (AGREEMENT) 2022-025 with Polk County, Florida (County) on May 3, 2022 in response to RFP 22-019. The RFP was a selection for engineering services that included design, bid, and construction administration services for septage receiving stations. The initial AGREEMENT included preliminary design services for septage receiving stations at the County's Northwest Regional Wastewater Treatment Facility (NWRWWTF) and Southwest Regional Wastewater Treatment Facility (SWRWWTF). The preliminary design effort resulted in the Consultant producing two preliminary design reports (PDRs) and one technical memorandum (TM). The TM concluded that the North Central Landfill offers a site-ready and easily accessible location for the first receiving station. In addition, the landfill site offers the opportunity for a cooperative project between Polk County Utilities (PCU) Division and Waste & Recycling Division that would also treat the excess leachate generated at the landfill to complement the proposed wetland leachate treatment system. The County has decided to move ahead with the final design for the septage receiving station at the landfill. This Amendment No. 1 to the original AGREEMENT adds consultant services for the design, permitting, and bid-phase services for the landfill septage receiving station and package leachate treatment facility based on the forementioned Landfill Septage Receiving Station PDR.

A. Project Background and Description

The features to be included in the design of the Landfill Septage Receiving Station are described in detail with the document titled "Landfill Septage Receiving Station Pre Design Report", dated March 2023. This document forms the basis of design for the final design efforts described within this Amendment. The main elements in the design include:

- A septage receiving station with two identical process trains to accommodate septage discharge from up to two septage trucks simultaneously and a daily average capacity of up to 50,000 gallons per day (gpd). The septage receiving equipment and station features will be based on Lakeside equipment and be as described in the predesign report.

- A custom wastewater treatment process that. will treat the combined screened septage and excess leachate to public access reuse (PAR) standards. The wastewater treatment process will be designed for a capacity of up to 150 gallons per minute (gpm) – 50,000 gpd septage plus 100,000 gpd leachate sent to the system at a controlled rate on a 24-hour continuous flow basis. The wastewater treatment process is depicted in Attachment A-5 and will include the following components (named products provided as a minimal basis of design for purposes of this scope – specifications will allow for approved equals):
    - The liquid effluent from the septage receiving station, up to 50,000 gpd, will be directed by gravity into a below grade (top flush with grade) poured in place concrete holding tank (15 feet depth, 25 foot diameter, 50,000 gallon capacity), Walls, ceiling, and floor coated with a durable special coating resistant to contact with wastewater and emitted gases. The holding tank will include two variable frequency drive submersible pumps (one duty, one standby) to control the flow of liquid to the treatment system. The pumps will be based on Flygt Type N, each with capacity of up to 150 gpm to pump through the flocculation and DAF system described below into the biological treatment system.
    - A leachate equalization, glass fused to steel storage tank (15 feet high, 35 foot diameter, 100,000 gallon capacity) to allow for testing for concentration strength to determine a safe flow rate to be sent by gravity to the holding tank for blending with the septage liquid prior to treatment without negative impacts. The tank will be set on a poured in place concrete slab. Return pumps will be provided to send excess leachate back to the existing leachate tanks.
    - A package flocculation closed system with a coagulant added ahead of the process to create a floc that will readily settle out in the DAF treatment process. The flocculation equipment will be based on Ecologix Floctube.
    - A package dissolved air floatation (DAF) system to settle out excess total suspended solids (TSS) and metals. The DAF system will be based on Ecologix DAF. Settled primary solids from the DAF unit will be pumped to a sludge holding tank.
    - A pre-engineered, open sided, metal structure to house the flocculation and DAF systems to keep the units out of direct contact with the elements, all supported on

poured in place concrete slab.

- A package biological treatment system to remove nutrients and biological oxygen demand (BOD) to meet public access reuse limits for nitrogen, phosphorus, and BOD. The treatment system will be based on Ecologix Bioclear which will be an outdoor system set on a poured in place concrete slab. Settled secondary solids from the process will be pumped to a sludge holding tank. Effluent will be pumped to the disc filters. Both pumping systems will be part of the package treatment system.
- A package disc filtration system to meet public access reuse standards for TSS. The disc filters will be based on Nuove Energie Ultrascreens. The disc filters will be an outdoor unit set on a poured in place concrete slab. Backwash supply will be from the final plant effluent pumping system. Backwash return will flow by gravity to the holding tank for retreatment.
- A 5,000 gallon disinfection contact tank for at least 30 minute contact time to meet public access reuse standards for fecal content. The contact tank will be a poured in place concrete structure with an effluent clearwell. The clearwell will include two effluent transfer pumps sized to send treated effluent to the existing leachate storage facility to combine with leachate flow sent to a new leachate constructed wetlands treatment system (being designed and constructed by others). The clearwell will also include two pumps for filter backwash supply.
- Bulk chemical storage and feed systems for coagulant and hypochlorite. These systems will be located within poured in place concrete containment structure, epoxied coated walls and floors, and covered by a pre-engineered, open sided, metal structure.
- A 20 foot diameter, 25 foot tall, 50,000 gallon glass fused to steel sludge holding tank to receive settled sludge from the DAF and biological treatment systems. The tank will be set on a poured in place concrete slab. The tank will be equipped with a sludge feed pumps to connect to either a mobile dewatering unit for cake production to be sent to the landfill or a liquid hauling tanker to send sludge to one of the County's wastewater treatment facilities' digesters.
- Water for hose stations, mobile dewatering wash water, fire hydrants, and emergency showers will be through a potable water source that will also service the new operations building.

- A new septage receiving station operations building for County operations and maintenance staff as described in the predesign report with additional space added for the electrical distribution needs of the treatment system. Wastewater from the building will be directed to the new septage holding tank.
- Modifications to the existing leachate storage facility to pump excess leachate to the new holding tank (new pumping and force main system) and to accept treated effluent from the wastewater treatment system effluent transfer pumps.
- Modifications to the nearby existing County Lift Station (LS) 112 to receive the effluent discharge from the wastewater treatment system when effluent quality is not appropriate to send to the constructed wetlands. LS 112 is used to pump to the County's Central Wastewater site for directing flow to the City of Bartow. However, effluent water quality will should still be within normal domestic wastewater sanitary load concentrations.
- New access roads, excavation and stable backfill, grading, and related site improvements to locate the new septage receiving station, operations building, leachate holding tank, and wastewater treatment system in an open area further east of where the PDR indicated (area previously used for site clearing debris). Site layout is depicted in Attachment A-6.

B. Scope of Services

Upon authorization to proceed from the County, the Consultant will provide the following identified services. The Consultant's design documents produced by the Consultant or their subconsultants will be consistent with the Polk County Utilities Standards and Specifications Manual, latest edition, and other County requirements. This authorization shall be in full force and effect until the Consultant completes all services as described in this Amendment and any subsequent modifications hereto.

Phase 100 – Project Management

Task 101 – Project Administration

This task consists of the continued overall management of the Project including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with County staff.

Task 102 – Kick-off and Review Meetings

The Consultant will attend one design kickoff meeting with the County. The Consultant will prepare a meeting agenda and meeting summary notes. Meeting notes will be provided within three working days after the meeting.

The Consultant will prepare an agenda for, attend, and prepare summary notes for design review meetings at the following project milestones:

- 60% design review
- 90% design review

These meeting notes will be distributed within three working days of the date of the meeting.

Phase 200 – Support Services

Task 221 – Subsurface Utility Locates

Consultant will utilize the services of a qualified subsurface utility locate subconsultant to provide conventional electronic designating equipment including ground penetrating radar (GPR) to locate, designate, and mark the horizontal location of existing utility lines within the project construction area (anticipated to be along the north side of the existing access road). Where necessary, depending on the need to cross or connect to existing utilities, the subconsultant will provide up to two test holes using "soft dig" vacuum methods. Backfill, compaction, and restoration of grade and pavement will be provided for each test hole.

Subsurface utility locate services will be provided in accordance with the scope of services set forth in a November 1, 2023 proposal prepared by CivilSurv Design Group, Inc. (refer to Attachment A-3).

Task 222 – Geotechnical Investigations

Consultant will utilize the services of a qualified geotechnical engineer to perform soil boring analysis in support of the design. It is anticipated that up to twelve (12) Standard Penetration Test (SPT) borings to a depth of approximately 20 feet below grade for the septage station (2), package treatment system (4), leachate holding tank (4), and operations building (2) and twelve (12) hand auger borings to a depth of approximately six (6) feet below grade will be completed along the new force main and gravity line alignments. A soils report will then be developed by the geotechnical

engineer to provide information on the structure foundation, soil bearing capacity, subsurface conditions, groundwater levels and pipeline bedding and backfill recommendations.

Geotechnical investigation services will be provided in accordance with the scope of services set forth in an October 26, 2023proposal prepared by Madrid CPWG (refer to Attachment A-4).

Task 223 – Survey Services

Consultant will utilize the services of a qualified surveyor to locate prominent above ground features within the construction area, along with locating subsurface utility markings, and soil boring locations. Surveyed items will include fences, walls, manholes, trees 4" and larger, landscape features, curbs, driveways, sidewalks, power/light poles, water meters, and stormwater drains, culverts, inlets, and swales. Cross section of grade elevations within the surveyed area at 25-foot intervals will be provided.

Surveying services will be provided in accordance with the scope of services set forth in a November 1, 2023 proposal prepared by CivilSurv Design Group, Inc. (refer to Attachment A-3).

Phase 300 – Preliminary Design

Task 303 – Landfill Preliminary Design Planning

Preliminary Design Revised Site Layout: Consultant will develop a proposed site layout located within the open area previously used for site clearing debris. The layout will be based on the layout depicted in Attachment A-5 to provide a to-scale depiction and include proposed routes for pipelines to / from the existing leachate storage facility, pipelines to the existing LS 112, electrical power feed from TECO, potable water source to the new facilities, and roadway improvements to / from the new infrastructure. The layout will be submitted for review by PCU and Waste & Recycling Division staff to gain approval prior to moving forward with the rest of design work.

Consultant will prepare an updated pre-liminary design report for the landfill septage receiving station that includes a description of the wastewater treatment process sufficient for permitting purposes.

Phase 400 – Final Design Documents

Task 401 – 60% Design Documents

Initial Site Visit: Based on the discussions and summary notes of the kickoff meeting, the Consultant will attend up to two (2) site visits to verify in more detail information related to dimensions, equipment conditions, available electrical power needs, potable water source needs, instrumentation incorporation needs, and civil site features related this design effort.

Landfill Coordination: Consultant will meet with landfill personnel to review expectations related to septage truck access to the new station, traffic flow, and procedures to follow for pickup and disposal of collected screenings and grit.

Operations Coordination: Consultant will coordinate with PCU Operations and Polk County Procurement Division with regards to septage hauler registration procedures, billing procedures and methods, and staff addition criteria needs.

The Consultant will prepare and submit 60% design documents consisting of the following:

- Design drawings consisting of three (3) half-size sets of drawings to scale and one (1) pdf copy;
- Technical specifications consisting of three (3) bound copies and one (1) pdf copy;
- One (1) copy of an updated Engineer's Opinion of Probable Construction Cost at a 60% design level (plus/minus 15%).

The 60% drawings will include contractor general requirements, demolition plans and details, yard piping revisions for leachate loading to the new leachate treatment facility, potable water supply, sanitary gravity sewer lines, and site drainage revisions, structural drawings for station structure, operations building layout, structural foundation for the package leachate treatment facility, mechanical plans and major sections, mechanical details and minor sections, electrical one-line diagram, electrical power and control plans and schedules, and instrumentation system diagrams. The 60% specifications will include first draft set of intended general requirement and technical specifications, using 50 Division format, edited specific to this project. Additionally, the Consultant will clearly list any variations from the Utilities Standards and Specifications Manual and the rationale for each variation (no variations are anticipated).

Task 402 – 90% Design Documents

The Consultant will prepare and submit 90% design documents consisting of the following:

- One (1) copy of a tabular summary of the Consultant's responses to comments provided by the County for the 60% design submittal;
- Updated design drawings consisting of three (3) half-size sets of drawings to scale and one (1) pdf copy;
- Updated General Requirements (Division 1) and Technical Specifications (Divisions 2 through 46) consisting of three (3) bound copies and one (1) pdf copy;
- One (1) copy of an updated Engineer's Opinion of Probable Construction Cost (plus/minus 10%). If there is more than 25% variance in the Engineer's Opinion of Probable Construction Cost from the 60% design, the Consultant will provide the rationale for the difference in cost.

The Consultant will clearly list any variations from the Utilities Standards and Specifications Manual and documentation that the variations have been accepted by the County.

Task 403 – 100% Design Documents

The Consultant will prepare and submit 100% design documents consisting of the following:

- One (1) copy of a tabular summary of the Consultant's responses to comments provided by the County for the 90% design submittal;
- Design drawings consisting of three (3) half-size sets of drawings to scale and one (1) pdf copy;
- Technical specifications consisting of three (3) bound copies and one (1) pdf copy;
- One (1) copy of a final Engineer's Opinion of Probable Construction Cost (plus/minus 5%) and a correlating bid form. If there is more than 25% variance in the Engineer's Opinion of Probable Construction Cost from the 90% design, the Consultant shall provide the rationale for the difference in cost.

Phase 500 – Permitting Services

This phase consists of the preparation and submittal of the forms and documents that are required for obtaining regulatory and construction permits / approvals for the Project. Permit efforts for the landfill septage receiving station improvements includes:

Task 501 – FDEP Construction Permit

Consultant will apply for an FDEP construction permit for the new facilities based on an updated PDR (to add a description of the wastewater treatment system) and the approved revised preliminary layout. The scope for the FDEP permit(s) will include the following services:

- Attend one review meeting with staff from the City of Bartow prior to meeting with FDEP to review the proposed system and potential impacts to the City of Bartow.
- Attend one (1) pre-application meeting with FDEP to review the proposed application document requirements.
- Prepare and submit permit applications (including all required forms and supporting documentation).
- Prepare and submit responses to Requests for Additional Information. This effort is limited to two (2) sets of review questions / comments per permit unless otherwise required to address errors and / or omissions of the Consultant in preparing and submitting requisite application documents.

Task 502 – Environmental Resource Permit (ERP) and Landfill Operating Permit

It is assumed that the landfill's existing stormwater management ERP has sufficient capacity to allow the relatively small additional impervious surface that will be added under this project. As such, an ERP exemption will be obtained by the Consultant in cooperation with Waste & Recycling Division's staff (or engineer) most familiar with the existing storm water management system and permit. The landfill's existing operating permit will need to be modified to indicate an alternate treatment option for leachate. Consultant will work with Waste & Recycling Division staff to seek a minor mod or letter modification to the existing permit.

Task 503 – Polk County Land Development

It is assumed that the landfill site is fully permitted for land development use and the minor addition for these new facilities will not require further land development review. Consultant will seek an exemption for land development review. However, Consultant will be prepared to provide documentation required to obtain a Level 3 Planning Commission approval for new site development conditional uses with respect to future land uses then followed by a Level 2 Development Review multi-department review for approval of a binding site plan required for submission of the final construction plans to the Building Division.

Task 504 – Polk County Building Division Permit

Polk County Building Division construction permit signed and sealed documents will be provided by the Consultant. Application and fee for this permit(s) will be provided by the successful bidder (Contractor) for the septage receiving station and related operations building.

Phase 600 – Bid Phase Services

For the purpose of this Agreement, it is assumed that the County will enter into one (1) construction contract with a qualified contractor for construction of the septage receiving station and wastewater treatment system. To facilitate early fabrication of process equipment with long lead times for delivery, the Consultant will prepare individual equipment purchase specifications for the County to procure owner furnished equipment to be installed by the Contractor. Owner furnished equipment specifications will include requirements for the manufacturers to provide installation assistance, startup checkout, and training. Consultant will coordinate such efforts in the project bid documents to clearly define these equipment manufacturers' after-delivery responsibilities and the contractor's responsibilities for transporting, delivering, insuring, off-loading, storage, installing, and overall coordination with the manufacturers. The County will be responsible for preparation of Procurement and Contracting Requirements, advertisement of the Project and equipment bid packages, and distribution of the Project documents, including all costs associated therewith.

Task 601 – Bid Documents

The Consultant will prepare and submit the following bid documents for project construction to the County:

- One (1) signed and sealed full-size set of drawings to scale and one (1) half-size set of construction plans to scale;
- One (1) signed and sealed copy of technical specifications;
- Schedule of Values and Bid Sheet (electronic only);
- Scope of Work (separated out for advertisement);
- Supplementary and Special Conditions (electronic only);
- Engineer's Opinion of Probable Construction Cost;
- A pdf copy of the bid documents (electronically signed and sealed).

Task 602 – Pre-bid Meeting

The Consultant shall attend one pre-bid meeting, including a pre-bid site visit.

Task 603 – Bid Addenda

The Consultant shall prepare bid addenda to address / respond to questions and comments submitted to the County by prospective bidders.

Task 604 – Bid Recommendation

The Consultant shall evaluate the technical portions of the submitted bids and provide a recommendation of award to the County.

C. DELIVERABLES

The Consultant shall prepare and submit to the County, including electronic format when applicable, the following deliverables:

Task	Activity	Deliverable
102	Meetings	Meeting agenda and summary notes
201- 203	Support Services	Three (3) hard copies of reports / drawings (signed / sealed for survey documents); one (1) electronic copy (Portable Document Format and / or AutoCAD)
401- 403	Final Design Documents	Three (3) 11” x 17” design drawings; three (3) copies of technical specifications; one (1) electronic copy of each; and one (1) hard copy of the Engineers Opinion of Probable Construction Cost
501 - 504	Permitting	Permit applications, exemptions, and supporting documentation

Task	Activity	Deliverable
600	Early Equipment Procurement	Pre-purchase equipment specifications and pertinent drawings; one (1) electronic copy of each individual equipment specification and drawings in Portable Document Format
601	Bid Documents	One (1) 22” x 34” signed / sealed and one (1) 11” x 17” construction plans; one (1) set of technical specifications (signed / sealed); Schedule of Values; Bid Sheet; Scope of Work; Supplementary and Special Conditions; Engineers Opinion of Probable Construction Cost; one (1) electronic copy of all bid docs in Portable Document Format
602	Pre-bid Meeting	Meeting agenda and summary notes
603	Bid Addenda	Responses to bidders questions / comments
604	Bid Recommendation	Recommendation of award

D. SCHEDULE

Consultant will proceed with the services identified herein immediately upon receipt of an executed copy of this Amendment from the County. A proposed project schedule is provided in Attachment A-1 to this Scope of Services.

E. COMPENSATION

This Amendment establishes a not-to-exceed cost of $727,049. Compensation for the Part 2 Services performed under this Amendment will be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in the original AGREEMENT. Other direct costs or expenses incurred in connection with this Amendment will not be invoiced as these expenses have been accounted for in the rate multiplier associated with the AGREEMENT referenced above. A summary of the estimated labor costs is provided in Attachment A-2 for reference only.

Each invoice submittal shall include a tabular summary of the originally estimated labor costs by phase in accordance with Attachment A-2, fees invoiced to date, and the balance remaining per phase. The transfer of funds between defined phases is not permitted unless approved in advance in writing by the County Utilities Director. To request consideration for such a transfer, the Consultant must submit satisfactory written justification to transfer unused funds from phases with completed tasks or tasks clearly tracking under budget to phases with tasks requiring additional funding. In addition, the transfer of funds shall not exceed the total authorized fee for the Project.

The not-to-exceed cost for this Amendment includes contingency funds in the amount of $50,000 and an allowance for permit fees of $15,000. The contingency funds authorized for use on this Amendment may only be expended upon written approval from the County's Utilities Director. Adequate justification must be provided by the Consultant for the release of contingency funds. The allowance for permit fees authorized for use on this Amendment may only be expensed upon written approval from the County's Utilities Director or designee. The Consultant shall provide a copy of the permit invoice(s) to the County to be reimbursed at cost for permit fees. Any out-of-scope services performed requiring the release of contingency funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the County's Utilities Director.

The Consultant will minimally provide a consultant invoice summary with each invoice, based on a mutually agreed-upon breakdown of phases and tasks in Attachment A-2 that reflect the effort and deliverables submitted to the County. The summary will depict the overall phases, associated budgets, amounts invoiced to date, and balance remaining. Invoices for compensation submitted by the Consultant will include the reviewed and approved consultant invoice summary, an updated Project schedule, notarized affidavits (as applicable), and the monthly status report.

Invoices for not-to-exceed projects shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction. In addition, all invoices shall be submitted with the AGREEMENT number, purchase order number, and the Polk County Utilities Project and Records Room numbers on the invoice.

The Consultant agrees that, in the event that design errors and / or omissions are discovered during construction, all services rendered by the Consultant to correct said design errors and / or omissions will be considered out-of-scope services and shall not be invoiced to the County.

F. COUNTY'S RESPONSIBILITIES

The County will provide the following information to the Consultant and / or perform the following services related to the Project:

- Operation reports and data for current leachate operations
- Access to the landfill property during operating hours and LS 112
- Review of deliverables (assumed to be within 2 weeks of each deliverable in order to schedule the review meeting)
- County will be responsible for making arrangements with the City of Bartow for any noticeable change in wastewater characteristics sent to the City's system.

G. ASSUMPTIONS

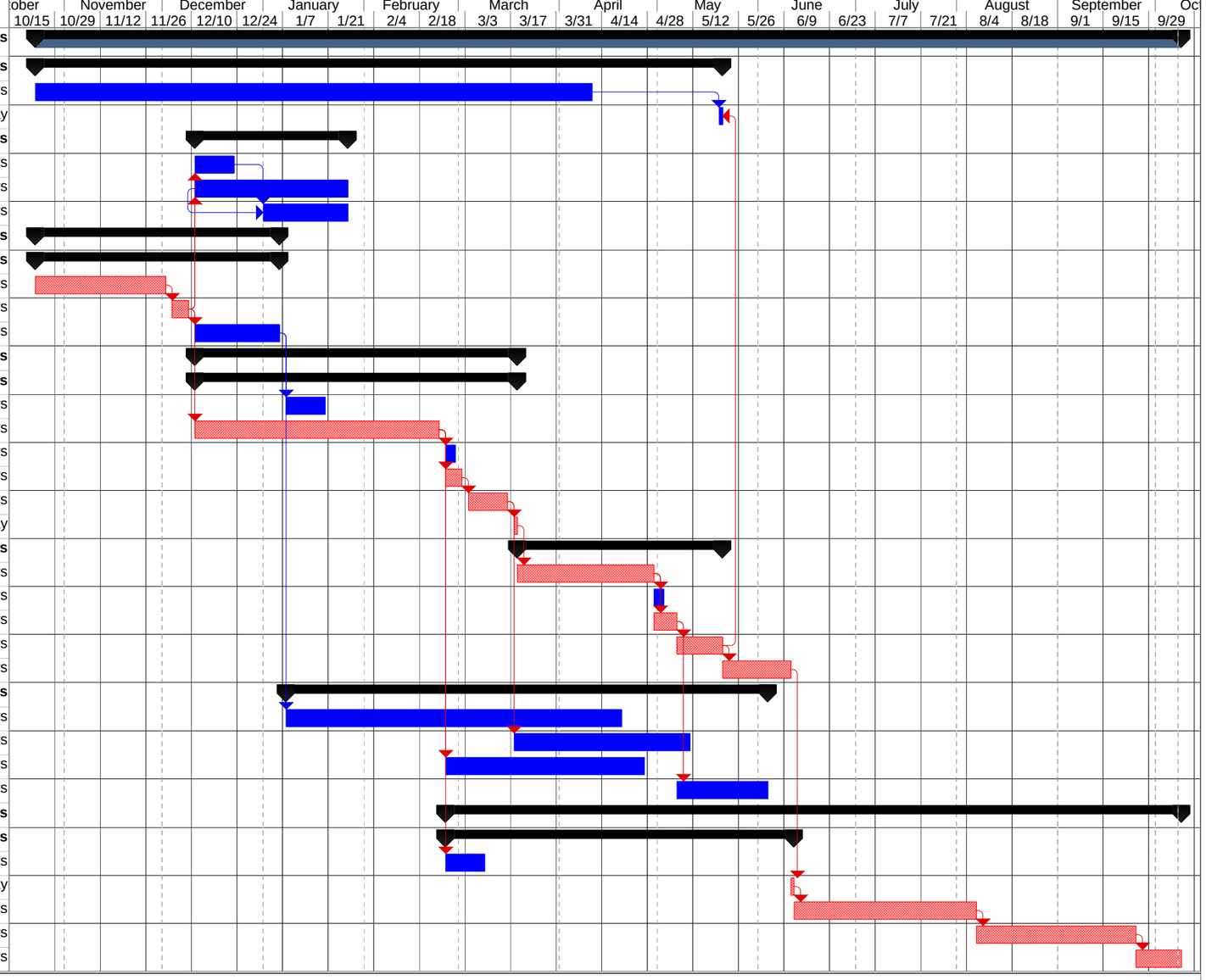
The Scope of Services and Compensation arrangement outlined in this Amendment are based on the following assumptions:

- Adequate power capacity exists within existing overhead power distribution by the power company with a new power meter for separate billing to PCU.
- No wetlands impacts or endangered species design features are required.
- Specifications will require the Contractor to provide asset data for the County's CMMS program (County on site inspectors will oversee collection of this data)

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POLK COUNTY
SEPTAGE RECEIVING STATION
ATTACHMENT A-1 PROJECT SCHEDULE

ID	Task Name	Start	Finish	% Complete	Duration
1	**Septage Receiving Station and Treatment**	Mon 10/23/23	Tue 10/8/24	**0%**	**252 days**
2	**Phase 100 - Project Administration**	**Mon 10/23/23**	**Mon 5/20/24**	**0%**	**151 days**
3	Task 101 - Project Management	Mon 10/23/23	Wed 4/10/24	0%	123 days
4	Task 102 - Kickoff and Review Meetings	Mon 5/20/24	Mon 5/20/24	0%	1 day
5	**Phase 200 - Support Services**	**Mon 12/11/23**	**Fri 1/26/24**	**0%**	**35 days**
6	Task 201 - Subsurface Utility Locates	Mon 12/11/23	Fri 12/22/23	0%	10 days
7	Task 202 - Geotechnical Investigations	Mon 12/11/23	Fri 1/26/24	0%	35 days
8	Task 203 - Survey Services	Mon 1/1/24	Fri 1/26/24	0%	20 days
9	**Phase 300 - Preliminary Design**	**Mon 10/23/23**	**Fri 1/5/24**	**0%**	**55 days**
10	**Task 303 - Landfill Preliminary Design Planning**	**Mon 10/23/23**	**Fri 1/5/24**	**0%**	**55 days**
11	Develop proposed site layout	Mon 10/23/23	Fri 12/1/23	0%	30 days
12	County Review of Layout	Mon 12/4/23	Fri 12/8/23	0%	5 days
13	Landfill Septage Receiving PDR Update	Mon 12/11/23	Fri 1/5/24	0%	20 days
14	**Phase 400 - Final Design Documents**	**Mon 12/11/23**	**Mon 3/18/24**	**0%**	**71 days**
15	**Task 401 - 60% Design Documents**	**Mon 12/11/23**	**Mon 3/18/24**	**0%**	**71 days**
16	Initial site visit, landfill and operations coordination	Mon 1/8/24	Fri 1/19/24	0%	10 days
17	Develop drawings and specifications	Mon 12/11/23	Fri 2/23/24	0%	55 days
18	Develop 60% Cost Estimate	Mon 2/26/24	Wed 2/28/24	0%	3 days
19	60% QA/QC	Mon 2/26/24	Fri 3/1/24	0%	5 days
20	Submit 60% and County Review	Mon 3/4/24	Fri 3/15/24	0%	10 days
21	60% Review Meeting	Mon 3/18/24	Mon 3/18/24	0%	1 day
22	**Task 402 - 90% Design Drawings update**	**Tue 3/19/24**	**Mon 5/20/24**	**0%**	**45 days**
23	Develop 90% Design Documents updates	Tue 3/19/24	Mon 4/29/24	0%	30 days
24	Deveop 90% Cost Estimate update	Tue 4/30/24	Thu 5/2/24	0%	3 days
25	90% QA/QC	Tue 4/30/24	Mon 5/6/24	0%	5 days
26	Submit 90% and County Review	Tue 5/7/24	Mon 5/20/24	0%	10 days
27	Task 403 - 100% Design Documents	Tue 5/21/24	Mon 6/10/24	0%	15 days
28	**Phase 500 - Permitting Services**	**Mon 1/8/24**	**Mon 6/3/24**	**0%**	**106 days**
29	Task 501 - FDEP Construction Permit	Mon 1/8/24	Fri 4/19/24	0%	75 days
30	Task 502 - ERP and Landfill Operating Permit	Mon 3/18/24	Fri 5/10/24	0%	40 days
31	Task 503 - Polk County Land Development	Mon 2/26/24	Fri 4/26/24	0%	45 days
32	Task 504 - Polk County Building Department Permit	Tue 5/7/24	Mon 6/3/24	0%	20 days
33	**Phase 600 - Bid Phase Services**	**Mon 2/26/24**	**Tue 10/8/24**	**0%**	**162 days**
34	**Task 601 - Bid Documents**	**Mon 2/26/24**	**Tue 6/11/24**	**0%**	**77 days**
35	Equipment Specifications to Procurement	Mon 2/26/24	Fri 3/8/24	0%	10 days
36	Construction Documents to Procurement	Tue 6/11/24	Tue 6/11/24	0%	1 day
37	Task 602 - Pre-Bid Meeting	Wed 6/12/24	Tue 8/6/24	0%	40 days
38	Task 603 - Bid Addenda (bid period)	Wed 8/7/24	Tue 9/24/24	0%	35 days
39	Task 604 - Bid Recommendation	Wed 9/25/24	Tue 10/8/24	0%	10 days



Project: Polk County Schedule Rev
Date: Mon 11/20/23

Task	Rolled Up Critical Task	Project Summary	Inactive Summary	Start-only
Critical Task	Rolled Up Milestone	Group By Summary	Manual Task	Finish-only
Milestone	Rolled Up Progress	Inactive Task	Duration-only	External Tasks
Summary	Split	Inactive Milestone	Manual Summary Rollup	External Milestone
Rolled Up Task	External Tasks	Inactive Milestone	Manual Summary	Progress

Attachment A-2 - Task and Fee Proposal
Professional Engineering Services for
NERWWTF Landfill Septage Receiving Station

Task Number	Tasks	Vice President	Senior Associate	Associate	Senior Principal Engineer	Principal Engineer	Assistant Engineer	Senior Technician	CADD	Admin Assistant	Labor Hours	Labor Dollars *	Subconsultant Fees	Allowance and Contingency	Total ODCs	Total Dollars
		Various	Various	Various	Various	Various	Various	Various	Various	Various						
	(Hourly Rates)	$295	$285	$220	$200	$160	$130	$145	$125	$100						
Phase 100 - Project Management		2	196	18	8	16	0	0	24	86	350	$76,170	$0	$0	$0	$76,170
103	Project Adminsitration	2	184	0	0	0	0	0	0	80	266	$61,030	$0	$0	$0	$61,030
	Invoicing, schedule updates, progress reports	2	160							80	242	$54,190			$0	$54,190
	Coordination with County staff, team members		24								24	$6,840			$0	$6,840
104	Kick-off and Review Meetings	0	12	18	8	16	0	0	24	6	84	$15,140	$0	$0	$0	$15,140
	Kick-off meeting		4	6		16			24	2	52	$8,220			$0	$8,220
	60% Design Review		4	6	4					2	16	$3,460			$0	$3,460
	90% Design Review		4	6	4					2	16	$3,460			$0	$3,460
Phase 200 - Support Services		0	12	0	0	6	0	0	12	6	36	$6,480	$23,904	$0	$23,904	$30,384
221	Subsurface Utility Locates		4			2			4	2	12	$2,160	$3,530		$3,530	$5,690
222	Geotechnical Investigations		4			2				2	8	$1,660	$14,394		$14,394	$16,054
223	Survey Services		4			2			8	2	16	$2,660	$5,980		$5,980	$8,640
Phase 300 - Preliminary Design		0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
303	Landfill Preliminary Design Planning (funds allocated from previous work effort)															
Phase 400 - Final Design Documents		17	92	532	216	540	176	208	1,164	4	2949	$476,815	$0	$0	$0	$476,815
401	60% Design Documents	10	68	372	104	484	128	148	820	4	2138	$343,410	$0	$0	$0	$343,410
	Initial Site Visit		4	24		4		4				$7,640			$0	$7,640
	Landfill Coordination		4	4								$2,020			$0	$2,020
	Procurement Coordination		16	16								$8,080			$0	$8,080
	General / Civit Site / Yard Piping	2	8	80			40	40	180	4	354	$54,370			$0	$54,370
	Structural / Architectural	2	16	64	64	120	16		240		522	$83,310			$0	$83,310
	Mechanical	2	8	64	40	120	40	24	240		538	$82,830			$0	$82,830
	Electrical	2	8	80		120	8	40	80		338	$56,510			$0	$56,510
	Instrumentation	2	4	40		120	24	40	80		310	$48,650			$0	$48,650
402	90% Design Documents	7	16	152	80	40	48	60	304	0	707	$115,405	$0	$0	$0	$115,405
	General / Civit Site / Yard Piping	1	4	40	24		8	8	80		165	$27,235			$0	$27,235
	Structural / Architectural	1		24	16	40	16		40		137	$22,255			$0	$22,255
	Mechanical	2	4	32	40		16	4	120		218	$34,430			$0	$34,430
	Electrical	2	4	32			8	24	40		110	$18,290			$0	$18,290
	Instrumentation	1	4	24				24	24		77	$13,195			$0	$13,195
403	100% Design Documents		8	8	32	16			40		104	$18,000	$0	$0	$0	$18,000
Phase 500 - Permitting Services		0	36	104	0	0	0	0	72	10	222	$43,140	$0	$0	$0	$43,140
501	FDEP Construction Permit		24	40					24	4	92	$19,040			$0	$19,040
502	Environmental Resource Permit (ERP)		4	16						2	22	$4,860			$0	$4,860
503	Polk County Land Development		8	24					24	2	58	$10,760			$0	$10,760
504	Polk County Building Permit			24					24	2	50	$8,480			$0	$8,480
Phase 600 - Bid Phase Services		0	40	92	0	0	0	0	28	4	164	$35,540	$0	$0	$0	$35,540
601	Bid Documents and Early Procurement Equipment Specifications		16	24					24	4	68	$13,240			$0	$13,240
602	Pre-Bid Meeting		4	4							8	$2,020			$0	$2,020
603	Bid Addenda and Review of Equipment Proposals		16	64					4		84	$19,140			$0	$19,140
604	Bid Recommendation		4								4	$1,140			$0	$1,140
Allowance for permits														$15,000	$15,000	$15,000
Contingency for project														$50,000	$50,000	$50,000
		19	376	722	224	556	176	208	1264	102	3647	$638,145	$23,904	$65,000	$65,000	$727,049

* includes 3.05 multiplier

CIVILSURV
A Tradition of Innovative Engineering

November 1, 2023
Dan Schmidt, PE
Hazen and Sawyer, PC
1000 N Ashley Dr, Ste 1000
Tampa, FL 33602
Email: dschmidt@hazenandsawyer.com

RE: Polk County Septage Receiving Topographic Survey & SUE Services

Dear Mr. Schmidt,

CivilSurv Design Group, Inc. is pleased to submit this proposal for the surveying and mapping services required for this project. We look forward to working with Hazen and Sawyer toward the successful completion of this project.

I. SCOPE OF SERVICES

CivilSurv Design Group, Inc. will provide a topographic survey for the Polk County Septage Receiving project. We will provide a topographic survey within the limits outline in red shown in exhibit "A". The approximate area of the project limits is 9 acres. Two (2) test holes will be performed on the project & level "B" designates will be performed within the project limits shown on exhibit "A".

Survey Services

CivilSurv will locate prominent above ground features within the construction area, along with locating subsurface utility markings, and soil boring locations. Surveyed items will include fences, walls, manholes, trees 4" and larger, landscape features, curbs, driveways, sidewalks, power/light poles, water meters, and stormwater drains, culverts, inlets, and swales. Cross section of grade elevations within the surveyed area at 25-foot intervals will be provided.

Subsurface Utility Services

CivilSurv will provide conventional electronic designating equipment including ground penetrating radar (GPR) to locate, designate, and mark the horizontal location of existing utility lines within the project construction area. Where necessary, depending on the need to cross or connect to existing utilities, the subconsultant will provide up to two (2) test holes using "soft dig" vacuum methods in soft surfaces only. Hard surface such as concrete or asphalt will require an additional fee. Backfill, compaction, and restoration of grade and pavement will be provided for each test hole.

- Horizontal project control will be established using the Florida State Plane Coordinate System, Zone 0902, Florida West North American Datum of 1983 (2011 Adjustment).
- Vertical project control will be established using the North American Vertical Datum of 1988 (NAVD 1988) utilizing redundant GNSS observations. Bench marks relative to the NAVD 1988 datum will be set throughout the project limits & labeled in the drawing file.
- A field walk through of the project will be completed & missing items will be identified & mapped.
- Utilities will be designated & mapped (level "B") in the area outlined in red as shown on exhibit "A".
- Boundary determination is not part of this scope.
- Utility coordination is not included in this scope.

The survey services will comply with the Standards of Practice for Florida Surveyors and Mappers per Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 Florida Statues.

II. DELIVERABLES

CivilSurv will provide an AutoCAD Civil 3D or MicroStation 3D CADD file, with surface, and a signed and sealed surveyor's report. No printed or PDF sheets of the survey will be provided. We will provide dig reports, an Excel spread sheet, and will add the information to the CADD file for the 2 test hole locations & the level "B" designates.

III. FEES

Topographic Survey Services:	$5,980.00
SUE Services:	$3,530.00
Total:	$9,510.00

IV. SCHEDULE

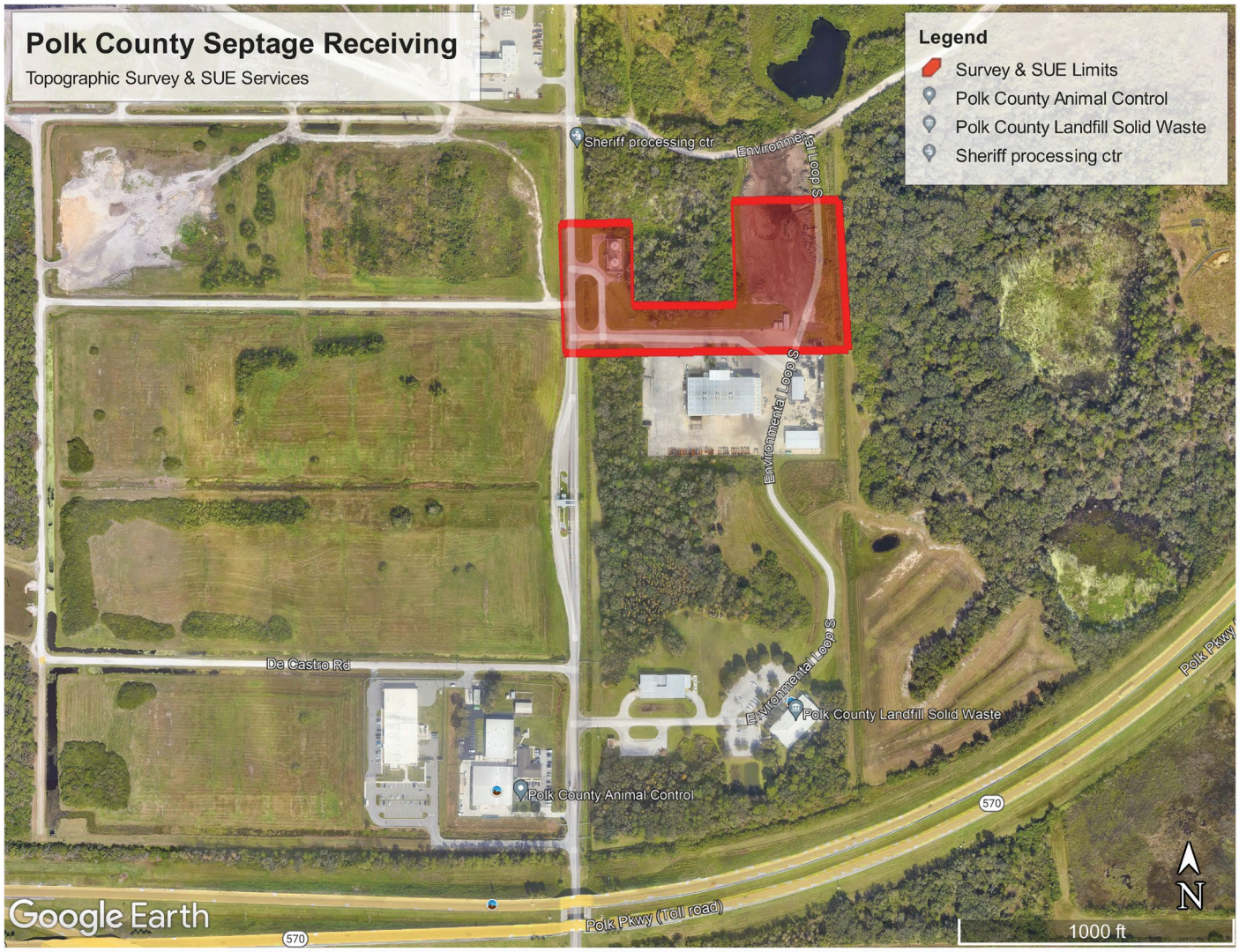
These services can be completed 10 weeks from notice to proceed. The SUE services can be completed 2 weeks from notice to proceed.

CivilSurv Design Group, Inc. greatly appreciates this opportunity to work with Hazen and Sawyer. If this proposal is acceptable, please provide a sub-consultant agreement. If you have any questions or comments, please contact me.

Sincerely,

Tim Morris, PSM
Associate Vice President | Geomatics

Exhibit “A”


Polk County Septage Receiving
Topographic Survey & SUE Services
Legend
Survey & SUE Limits
Polk County Animal Control
Polk County Landfill Solid Waste
Sheriff processing ctr
Sheriff processing ctr
Environmental Loop S
Environmental Loop S
Environmental Loop S
De Castro Rd
Polk County Landfill Solid Waste
Polk County Animal Control
570
Polk Pkwy (Toll road)
570
Google Earth
1000 ft
N

October 26, 2023

Mr. Dan Schmidt, P.E.
Hazen and Sawyer, PC
1000 North Ashley Drive, Suite 1000
Tampa, Florida 33602

Re: Proposal for Geotechnical Engineering Services
Environmental Loop South Septage Receiving Station
Winter Haven, Polk County, Florida
Madrid Proposal No. 15493P

Dear Mr. Schmidt,

Madrid Engineering Group, Inc., dba Madrid CPWG, (Madrid) has been requested to provide an estimate for a geotechnical exploration and evaluation for the proposed commercial project in Winter Haven, Florida. The purpose of the exploration is to collect subsurface soil information in order to provide data and geotechnical recommendations for the proposed design and construction. A final report with a summary of the exploration including a discussion of subsurface conditions, boring profiles, laboratory test results, and geotechnical evaluation with general geotechnical recommendations will be provided.

Project Understanding

Based on information provided by the Client, Madrid understands that the proposed commercial development will consist of the construction of a new septage receiving station, package treatment system, leachate holding tank, operations building, and associated pipeline.

Based on our review of the provided information, it appears that proposed boring locations are accessible to our truck or track mounted drilling equipment. Therefore, we have budgeted no time or mechanical equipment costs for clearing or difficult access. We will advise you of any potential difficulty accessing the boring locations, should it prove necessary, prior to incurring any additional expense.

Should the above information or assumptions be inconsistent with planned construction, the Client should contact the Madrid office and allow necessary modifications to be made to the proposal.

Scope of Services:

The geotechnical engineering scope of services will include the following items.

- Field exploration, consisting of drilling, testing, and sampling of the subsurface materials and observation of current groundwater levels while drilling.
- Laboratory testing of recovered samples of the subsurface materials.
- Providing geotechnical recommendations in written report format.

Field Exploration

Based on the provided information, we propose to perform the following services:

- Site reconnaissance and stake borings.
- Utility locates via Sunshine One Call (required 3 days prior to the field work).
- Mobilization to the site.
- Twelve (12) 20-feet-deep Standard Penetration Tests (SPT) borings (2 borings for septage station, 4 borings for package treatment system, 4 borings for leachate holding tank, and 2 borings for operations building) within the proposed structure areas.
- Twelve (12) 6-feet-deep hand auger borings along the proposed pipeline alignment.

Engineering Analyses and Report

The results of the field exploration and laboratory testing will be used in the engineering analysis and in the formulation of the recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written geotechnical report. The geotechnical report will include the following items:

- A description of the site, fieldwork, laboratory testing, and general soil conditions encountered, together with a Boring Location Plan, and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
- Foundation system recommendations for the proposed structures, as appropriate based on the borings results.
- Bedding and backfill recommendations for the proposed pipeline.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, criteria for placement/compaction suitable fill materials will be provided.
- A pdf version of the geotechnical report will be prepared and submitted by email to the Client and design team. If requested by the Client, additional hard copies can be provided. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Florida.

Services Not Included in Scope of Work

- Survey of boring locations by Madrid (stakes may be left at boring locations for later survey if desired).

- Delineation of any deleterious materials encountered.
- Construction Documents and Specifications.
- Design/engineering services other than those described herein.
- Evaluation of subsurface conditions in other areas of the site other than those described herein.
- Construction monitoring (QA/QC) or materials testing (CMT).
- Evaluation of sinkhole activity.

Fee & Schedule

TASK 1: FIELD SERVICES	QUANTITY		RATE	UNIT		COST
DRILL RIG & WATER TRUCK MOBILIZATION	1	$	660.00	/LS	$	660.00
SPT BORINGS (0-50')	240	$	16.00	/LF	$	3,840.00
BOREHOLE GROUT/BACKFILL (0-50')	240	$	6.50	/LF	$	1,560.00
HAND AUGER BORINGS	72	$	12.00	/LF	$	864.00
SITE RECON/STAKE BORINGS (FIELD TECH)	6	$	70.00	/HR	$	420.00
FUEL AND MATERIALS SURCHARGE @ 8%	1	$	350.00	/LS	$	350.00
	Proposed Budget for Field Services				**$**	**7,694.00**
TASK 2: LABORATORY TESTING OF SOILS						
VISUAL CLASSIFICATION/ BORING LOGS (LAB TECH)	8	$	65.00	/HR	$	520.00
ORGANIC CONTENT	4	$	48.00	/EA	$	192.00
ATTERBERG LIMITS	4	$	132.00	/EA	$	528.00
MINUS 200 SIEVE PERCENT	20	$	50.00	/EA	$	1,000.00
MOISTURE CONTENT	20	$	18.00	/EA	$	360.00
	Proposed Budget for Laboratory Testing				**$**	**2,600.00**
TASK 3: PROFESSIONAL SERVICES AND REPORT						
LUMP SUM	1	$	4,100.00	/LS	$	4,100.00
	Proposed Budget for Professional Services				**$**	**4,100.00**
				TOTAL PROPOSED BUDGET	**$**	**14,394.00**

The proposal assumes site access with standard two-wheel drive equipment and no clearing, MOT or permits are required to complete the fieldwork. Borings will be located by handheld GPS; however, it is recommended that borings be staked by a registered surveyor prior to beginning the work. This proposal is valid for 90 days from the date estimated. Project will be billed Lump Sum by task, based on the scope provided. We anticipate beginning the field work approximately 2 weeks after receiving the authorization to proceed and field services will take 1 day to complete. The final report summarizing our findings will be complete approximately 2 weeks following completion of the fieldwork. No additional work shall be completed without the client's prior approval. Should any additional work be required (such as additional drilling depth or delineation of deleterious materials based on findings), it will be billed at our standard unit rates.

Please refer to Madrid project number 15493P on all correspondence. If this proposal meets your approval, please sign in the space provided for Authorization to Proceed or provide a Purchase/Task Order and email a copy to our office. Should you have any questions or comments, please feel free to contact us.

Madrid Engineering Group, Inc.



Andre Kniazeff, P.E.
Geotechnical Engineering Division Leader

AUTHORIZATION TO PROCEED

_____
Signature Date

2030 State Road 60 East, Bartow, FL 33830
P: 863.533.9007

Madrid CPWG
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at $25.00 per hour.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.

(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.

(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project. (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

(a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may,after giving notice to the Client, suspend services until all amounts due are paid in full.

(b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.

(c) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the

Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees**,** to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or

$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions.**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a

custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

1. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

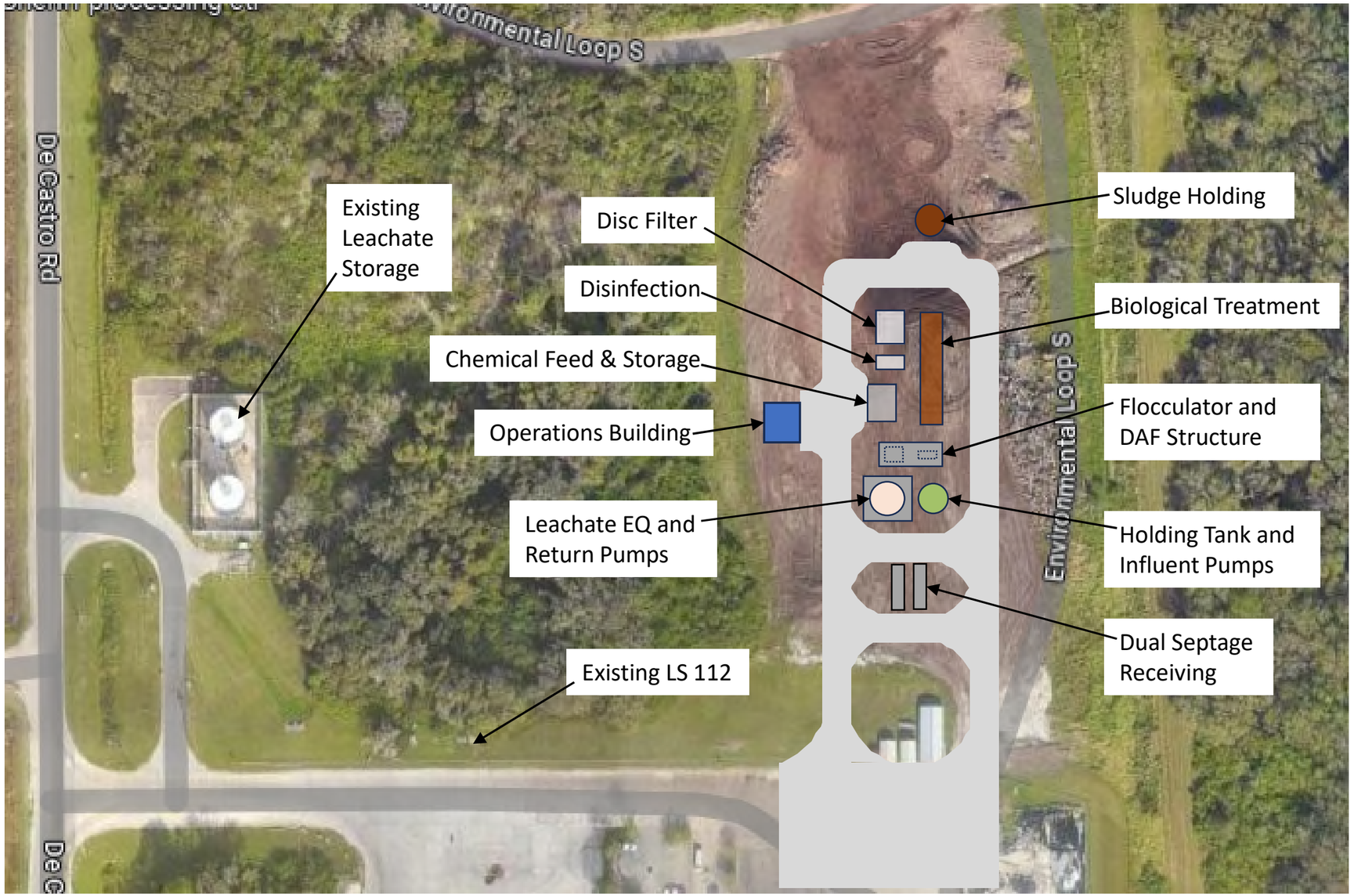
(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

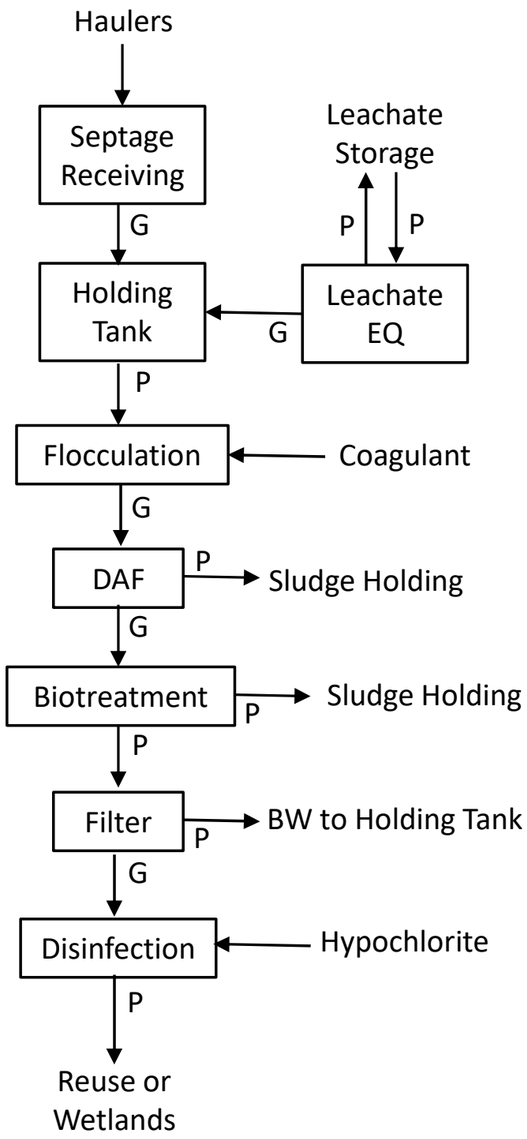
(15) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The

Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.





ATTACHMENT A-5 – PROPOSED LAYOUT OF SEPTAGE RECEIVING AND WASTEWATER TREATMENT

Polk County

Board of County Commissioners

Agenda Item O.1. 2/6/2024

SUBJECT

Public Hearing (LDCT-2023-21 Graceway Thornhill INST Appendix E Text amendment) (First Reading) to consider an ordinance adopting a Land Development Text Amendment to amending Appendix E of the Land Development Code to remove the southern 30 feet of the subject site and the NAC in Appendix E (Parcel Specific Land Use). This case is related to LDCPAS-2023-20 which is a Future Land Use designation change on 5.8 +/- acres from Residential Low (RL), Neighborhood Activity Center (NAC), and Business Park Center (BPC) to Institutional (INST) and amend text in Appendix 2.135. (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated request related to property West of Spirit Lake Road, south of Thornhill Road, east of Varner Heights subdivision and east of Summerview Circle, and north of Grady Polk Road, west of the City of Eagle Lake, Florida, in Section 11 and 2, Township 29, Range 25. On February 6, 2024, the Planning Commission voted 6:0 to recommend Approval of this amendment to the Land Development Code.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted. This is the first of two hearings. The adoption hearing is scheduled for February 20, 2024.

RECOMMENDATION

No action for first reading

FISCAL IMPACT

No Fiscal Impact

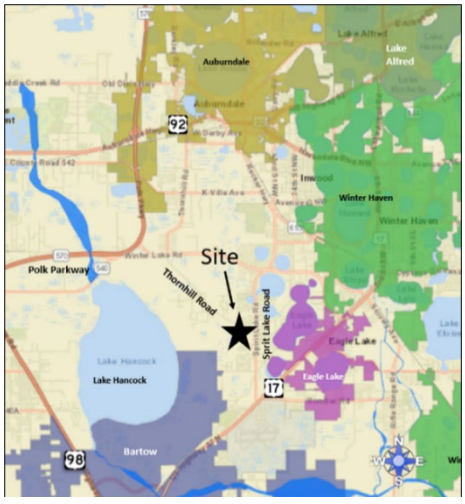
CONTACT INFORMATION

Chanda Bennett, AICP, Comprehensive Planning Administrator
Land Development Division
863.534.6484
chandabennett@polk-county.net

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
Staff Report

DRC Date:	August 1, 2023	**Level of Review:**	Level 4 Review
PC Date:	January 3, 2024	**Type:**	Small-Scale Comprehensive Plan Amendment
BoCC Date:	February 6, 2024 February 20, 2024	**Case Numbers:**	LDCT-2023-21
		Case Name:	Graceway – Thornhill Road INST
Applicant:	David Norris, Eng.	**Case Planner:**	Chanda Bennett, AICP

Request:	Amend Appendix E of the Land Development Code to remove the southern 30 feet of the subject site and the NAC in Appendix E (Parcel Specific Land Use). This case is related to LDCPAS-2023-20 which is a Future Land Use designation change on 5.8 +/- acres from Residential Low (RL), Neighborhood Activity Center (NAC), and Business Park Center (BPC) to Institutional (INST) and amend text in Appendix 2.135.
Location:	West of Spirit Lake Road, south of Thornhill Road, east of Varner Heights subdivision and east of Summerview Circle, and north of Grady Polk Road, west of the City of Eagle Lake, Florida, in Section 11 and 2, Township 29, Range 25
Property Owners:	First Baptist Church of Inwood, Inc
Parcel Number:	5.86 +/- acres portion of 252911-000000-031020 (6.14 +/- acres), and all of 252902-000000-042020 (1.7 +/- acres)
Future Land Use:	Residential Low (RL), Neighborhood Activity Center (NAC), and Business Park Center (BPC)
Development Area:	Transit Supportive Development Area (TSDA)
Nearest Municipality:	Eagle Lake
DRC Recommendation:	Approval
Planning Commission:	6:0 Approval
Florida Commerce	N/A



Location Map



Current Future Land Use

Summary of Analysis:

This is an applicant-initiated request for land development actions:

1. A Future Land Use designation change (LDCPAS-2023-20) from Residential Low (RL), Neighborhood Activity Center (NAC), and Business Park Center (BPC) to Institutional (INST) and amend text in Appendix 2.135 Parcel Specific Future Land Use Map Amendments with Conditions.
2. A Land Development Code text amendment (LDCT-2023-21) to Appendix E Parcel Specific Land Use).

In both text amendments, the purpose is to remove the portion of parcel 252911-000000-031020 that was included in the land area for CPA 17A-02 and LDC 16T-10. The portion of the property currently designated as Business Park Center was part of CPA 17A-02 and LDC 16T-10. The CPA was to change the Future Land Use designation from Residential Low to Business Park Center and amend Appendix 2.135 Parcel Specific Future Land Use Map Amendments with Conditions. The Land Development Code (LDC) text amendment was to add development conditions to limit the intensity of the BPC. In 2021, the Board of County Commissioners approved LDCPAS-2020-7 to establish the Neighborhood Activity Center at the southwest corner of Thornhill Road and Spirit Lake Road. This case did not remove it from Appendix 2.135 of the Comprehensive Plan or Appendix E of the LDC.

Compatibility Summary

The subject site is located very near the southwest corner of the intersection of Thornhill Road and Spirit Lake Road. It is in a growing area of the County with close access to the expansion of the Polk Parkway, many residential subdivisions, and other non-residential uses.

The policies for the Institutional Future Land Use designation include religious institutions and intend for these to be located throughout the urban, suburban, and rural areas of the County. The subject site is well suited for a non-residential use being adjacent to an existing NAC that is at an intersection of two collector roads and more commercial uses on the north site of Thornhill. The applicant for this request also owns to the NAC to the east. Therefore, access can be better coordinated. There are many residential subdivisions in the area (See Exhibit 2). Therefore, the requested land use change is compatible with the surrounding uses.

Infrastructure Summary

The proposed CPA is not anticipated to degrade the Level of Service (LOS) standard for transportation, water, sewer, and school facilities. There is transportation capacity available in the surrounding roadways. Water and wastewater service is available to the site. Appropriate parks and public safety services are nearby.

Environmental Summary

The subject site does not have any wetlands or floodplains currently. However, 1964 aerial imagery displays a wetter vegetation associated with old drainage patterns to Lake Hancock. This is reflected by the Immokalee Sand on the southern center of the property. The applicant will be required to provide a buffer on the western and southern property lines. The subject site is found within the Height Notification zone and the In-Flight Visual Interference Zone, which will be reviewed in detail at the level 2 stage.

Comprehensive Plan and Land Development Code
The relevant sections of the Comprehensive Plan and Land Development Code that are applicable to the project request:

- Section 2.102 – General Growth Management policies
- Policy 2.108-A1 TSDA Description
- Policy 2.116 Institutional
- Policy 3.204-D1: Airport Impact District
- Policy 3.204-D4: Development Criteria in the Airport Impact District
- Appendix 2.125 - Parcel Specific Future Land Use Map Amendments with Conditions
- Appendix E in the Land Development Code (Parcel Specific Land Use

Request and Legal Status

- This is an applicant-initiated request for land development actions:
    - 1. A Future Land Use designation change (LDCPAS-2023-20) from Residential Low (RL), Neighborhood Activity Center (NAC), and Business Park Center (BPC) to Institutional (INST) and amend text in Appendix 2.135 Parcel Specific Future Land Use Map Amendments with Conditions.
    - 2. A Land Development Code text amendment to Appendix E Parcel Specific Land Use).

- In both amendments, the purpose of the text changes is to remove the portion of parcel 252911-000000-031020 that was included in the land area for CPA 17A-02 and LDC 16T-10 from Appendix 2.135 of the Comprehensive Plan and Appendix E of the LDC respectively.

- The portion of the subject property currently designated as Business Park Center and the southern 30 feet of the NAC was part of CPA 17A-02 and LDC 16T-10. The CPA was to change the Future Land Use designation from Residential Low to Business Park Center and amend Appendix 2.135 Parcel Specific Future Land Use Map Amendments with Conditions. The Land Development Code (LDC) text amendment was to add development conditions to limit the intensity of the BPC.

- In 2021 the Board of County Commissioners approved LDCPAS-2020-7 to establish the Neighborhood Activity Center at the southwest corner. This case did not remove it from Appendix 2.135 of the Comprehensive Plan or Appendix E of the LDC.

- Per Chapter 2 of the LDC, Institutional has two (2) districts, Institutional-1 (INST-1) and Instutional-2 (INST-2). The default land use district is INST-1 and what the land use district will be in this case if LDCPAS-2023-20 is approved.

- A Religious Institution is a Level 2 Conditional Use (C2) per Table 2.1 in Chapter 2 of the LDC in both INST-1 and INST-2.

- A non-residential site plan was approved in 2020 for a sheet metal fabrication facility consisting of two buildings totaling 32,000 square feet. The development was not constructed and has not expired as it has been over three years.

Compatibility

- The existing uses surrounding the site are
    - North and northeast – RM and NAC; Sunridge Village East single-family detached subdivision; convenience store with gas station, and Dollar General and some vacant property
    - East – NAC; vacant
    - West - RL-1 and RM; Nursery in the RL and Varner Heights subdivision in the RM with lots sizes between 5,000 and 6,000 square feet South – A/RR developed with citrus.
    - South – BPC; vacant

- The subject site is vacant. Staff has observed cones, a tent, and portable bathroom facilities on site. Staff has not found any permits for any temporary uses.

- The policies for the TSDA will require an interconnection with the NAC to the east and vice versa.

Infrastructure

- The zoned schools for the site are Eagle Lake Elementary, Westwood Middle School, and Lake Region High School.

- The Sheriff's Regional Command that serves the area is the Polk County Sheriff Office's Central District located at 3635 Avenue G NW, Winter Haven.

- Fire and EMS response to this project is from Polk County Fire Rescue Station 17 located at 185 S 3rd Street, Eagle Lake about 1.5 miles away.

- The subject site is within the Central Regional Utility Service Area (CRUSA). There is available capacity for potable water and wastewater with appropriately sized pipes nearby for connection.

- The subject site fronts Thornhill Road on the north. The applicant owns the NAC to the east and will need direct access to Spirit Lake Road to meet the TSDA Development criteria for cross access. Both roads are Urban Collectors and have available capacity.

- There is no mass transit within walking distance to the subject site. The closest routes include Route 4044 traveling on SR 540 into Winter Haven and to Eloise and Wahneta and the express Route 22 XW between Winter Haven and Bartow along US 17.

- The closest public park facilities include the Gordonville Park and the Marshall Hampton Reserve.

Environmental

- There are no wetlands or floodplains on the subject property.

- There are no surface waters on the subject site. The site's highest elevation is on the northeast corner at 137 feet and slopes to the southwest at the lowest elevation of 132 feet.

- The soil types include St. Lucie Fine Sand (29), which has slight development limitations, and Immokalee Sand (21), which has severe limitations.

- There has been an endangered species sighting within one mile of the subject site, according to the Endangered Habitats map for Polk County based on 2015 data. If any species discovered, the applicant will be required to address any required mitigation with the appropriate agency with jurisdiction.

- There are no known archeological or historical resources on the subject site.

- The applicant has indicated there are no potable wells on the subject site.

- There are three public wellfields within two miles of the subject property. Two are located south of Sheffield Road to the south of the subject site for the County's Central Utilities Service Area and another one north of SR 540 which is north of the subject site.

Comprehensive Plan Policies

- Policies 2.102-A1 through A15 address Growth Management in unincorporated Polk County relating to location, compatibility, distribution, timing, development policies and standards, topography considerations, soils, public facilities and utilities, location criteria, urban sprawl, redevelopment, and community vision.

- POLICY 2.102-A9: PUBLIC FACILITIES AND UTILITIES - Public facilities and utilities shall be located to:
  a. maximize the efficiency of services provided,
  b. minimize their cost, and
  c. minimize their impacts on the natural environment.

- Policies 2.102-A1 through A15 address Growth Management in unincorporated Polk County relating to location, compatibility, distribution, timing, development policies and standards, topography considerations, soils, public facilities and utilities, location criteria, urban sprawl, redevelopment, and community vision.

- POLICY 2.104-A1: DESCRIPTION - Transit Supportive Development Areas shall meet the following criteria:
  a) be those areas where the availability of infrastructure and other community facilities and services, including, but not limited to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density and intensity compact, mixed use development;
  b) be supported by existing or planned urban type services that are programmed or expected for the 10-year planning horizon;

c) be designated as part of a coordinated land use and transportation strategy that supports the provision of improved and expanded transit services, as identified in the Transportation Planning Organization (TPO) 2060 Transportation Vision Plan and the connecting circulator routes, in order to increase mobility and travel options;
d) include development criteria that:1.promote the development of walkable communities which include a balance between employment opportunities, mix of complementary uses and activities, and a range of housing opportunities;2.improve access to employment areas, schools, shopping and recreational opportunities;.

- Policy 2.116-A1: Characteristics states Institutional areas are primarily characterized by private and public-service structures.

- Policy 2.116-A3: Location Criteria lists the following factors to be considered in designating this Future Land Use designation on property in Polk County: roadway accessibility; proximity to incompatible land uses; locational criteria enumerated in Policies-A9 and A10; proximity to similar and compatible uses providing opportunities for shared facilities; and the plans of the School Board and other public service agencies within jurisdiction in the County.

- Policy 2.116-A4: Development Criteria lists several required standards for development within the Institutional Future Land Use designation.

- Policy 3.204-D1: PURPOSE The Airport Impact District (AID) overlay is established to ensure that land uses and the operation of public use airports are compatible. The County will address public health and safety issues by minimizing conflicts between airport operations and surrounding land uses. All development shall be in conformance with the Polk County Airport Zoning Regulations of the Joint Airport Zoning Board.

- POLICY 3.204-D4: DEVELOPMENT CRITERIA The County's Land Development Code shall refer to the Airport Impact District (AID) and the Polk County Airport Zoning Regulations to address height, noise and land use compatibility issues relative to the protection and operation of public use airports.

Development Review Committee Recommendation: Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee finds that with the proposed conditions, the proposed request **IS COMPATIBLE** with the surrounding land uses and general character of the area, **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code, and therefore, the Development Review Committee (DRC) recommends **APPROVAL of LDCPAS 2023-20.**

Planning Commission: On January 3, 2024, in an advertised public hearing, the Planning Commission voted 6:0 to recommend **APPROVAL** of **LDCPAS-2023-20** and **LDCT-2023-21**.

NOTE: *This staff report was prepared without the benefit of testimony and evidence submitted by the public and other interested parties at a public hearing.*

NOTE: *All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance*

with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.

NOTE: *Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law*.

Analysis
This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

Surrounding Uses
Table 1 below this sentence lists the Future Land Use (FLU) designations and the existing uses surrounding the subject site that are immediately adjacent.

Table 1 Surrounding Uses

Northwest RM; Sunridge Village East single-family detached subdivision with approximately quarter acre lots	**North** RM and NAC; Sunridge Village East single-family detached subdivision; convenience store with gas station, and Dollar General and some vacant property	**Northeast** NAC; Convenience store with gas station, and Dollar General and some vacant property
West RL-1 and RM; Nursery* in the RL and Varner Heights subdivision in the RM with lots sizes between 5,000 and 6,000 square feet	**Subject Site** RL-1, NAC, BPC; Vacant	**East** NAC; Vacant and then Spirit Lake Road
Southwest RL; Vacant	**South** BPC; Vacant	**Southeast** BPC; Vacant

Source: Polk County Geographical Information System and site visit by County staff

The subject site is located very near the southwest corner of the intersection of Thornhill Road and Spirit Lake Roads. It is in a growing area of the County with close access to the expansion of the Polk Parkway, many residential subdivisions, and other non-residential uses.

Compatibility with the Surrounding Uses
According to *Policy 2.102-A2* of Polk County's Comprehensive Plan, "land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; and c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development." The "development criteria" and the "density and dimensional regulations" of a land use district are often the measuring tools used by staff to determine compatibility and the appropriateness of locating differentiating uses. Compatibility is defined in the Comprehensive Plan as "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

The policies for the Institutional Future Land Use designation include religious institutions and intend for these to be located throughout the urban, suburban, and rural areas of the County. The subject site is well suited for a non-residential use being adjacent to an existing NAC that is at an intersection of two collector roads and more commercial uses on the north site of Thornhill. The applicant for this request also owns to the NAC to the east. Therefore, access can be better coordinated. There are many residential subdivisions in the area (See Exhibit 2). Therefore, the requested land use change is compatible with the surrounding uses.

Nearest Elementary, Middle, and High School
The schools zoned for the subject property are the zoned schools listed in Table 2 below. Residential units in the Institutional Future Land Use designation are only permitted as multifamily associated with a university.

Table 2

Name of School	Average driving distance from subject site
Eagle Lake Elementary (Zoned)	1.5 ± miles driving distance
Westwood Middle (Zoned)	4 ± miles driving distance
Lake Region Senior High School (Zoned)	2.85 ± miles driving distance

Source: Polk County School Board, Polk County Impact Fee Ordinance, GIS and School Board Zone Finder GIS

Nearest Sheriff, Fire, and EMS Station
Table 3 below displays the public safety response times. The responding Sheriff's substation will be out of the Central District in Winter Haven. The first responding station for Fire and EMS services is in Eagle Lake.

Table 3 Public Safety Information

	Name of Station	Distance
Sheriff	Polk County Sheriff Office's Central District 3635 Avenue G NW, Winter Haven.	Priority 1 – 11:30 Priority 2 – 23:20 4 +/- miles
Fire/ EMS	Station 17 (1st Response) 185 S 3rd St, Eagle Lake Station 15 (2nd Response) 333 American Spirit Rd, Winter Haven	2 +/- miles 3.3 +/- miles

Source: Polk County Sheriff's Office for October 2023 and Polk County Fire Rescue.

Water and Wastewater

A. Estimated Demand and Service Provider

Table 4 below provides the generalized estimates of anticipated water and wastewater demands. The subject site is in the Central Regional Utility Service Area and can be served by public water and sewer. There is an 6' wastewater line on the north side of Thornhill adjacent to the site in the right-of-way and a 12" water line adjacent to the site on the south side of Thornhill Road in the right-of-way and in the right-of-way on the west side of Spirit Lake Road. There is a 24" gravity wastewater main in the right-of-way on the east side of Spirit Lake Road.

Table 4 Estimated Water and Sewer Impact Analysis

Permitted Intensity (5.86 acres)	**Demand as permitted in Existing Land Use***	**Maximum Permitted in Proposed Land Use***
RL-1 = 2.88 +/- acres (approx.) NAC = 3.15 +/- acres (approx.) BPC = 0.17 +/- acres (approx.)	RL-1 @ 2 du/ac = 2 units NAC @ 0.25 FAR = 10,890 sf BPC @ 0.75 FAR = 5,554 sf	INST @ 0.75 FAR = 191,446.2 sq. ft.
Potable Water Consumption	RL-1 @ 2 units * 360 = 720 NAC @ 10,890 sf * 0.24 = 2,613.6 GPD BPC @ 5,554 *0.24 = 1,333 GPD **4,307 GPD**	191,446.2 sq. ft. x 0.24 GPD **45,947 GPD**
Wastewater Generation	RL-1 @ 2 units * 270 = 540 NAC @ 2,613.6 * 80% = 2,090 GPD BPC @ 1,333 *80% = 1,066 GPD **3,696.4 GPD**	45,947 GPD x 80% **36,758 GPD**

Source: Polk County Concurrency Manual and Service Provider data *Gallons per Day (GPD), RS single-family is 360 GPD Water, 270 GPD Wastewater, commercial uses, warehouse uses and office in INST 0.24 GPD per sq. ft. water, wastewater is 80%.

B. Available Capacity

The current working permit for water service is 1.9192 million gallons per day (MGPD). The current average flow is 1.3076 MGPD. There is 522,000 GPD in uncommitted capacity. There is enough capacity in the system to provide water for a more intense use.

C. Planned Improvements

The major planned improvements are for the long-term water supply needs beyond 2025. The year 2025 is significant because the water management districts will not permit additional withdrawals from the Floridan Aquifer. The Polk Regional Water Cooperative (PRWC) is a non-profit, special district of the State of Florida created to plan, develop, and deliver a future high-quality drinking water

supply. The PRWC was created by interlocal agreement among member governments and is a regional utility funded by contributions from the member governments and State agency grants. The 16 member governments have equal voting rights and share the cost of developing new water supplies and environmental stewardship. Policies are established by a 16-member board of directors that includes one representative from Polk County and one representative from each of the 15 member cities: Auburndale, Bartow, Davenport, Dundee, Eagle Lake, Fort Meade, Frostproof, Haines City, Lake Alfred, Lake Hamilton, Lake Wales, Lakeland, Mulberry, Polk City, and Winter Haven.

The Southeast Wellfield and Water Supply Facility is to utilize the brackish, Lower Floridan Aquifer (LFA) in Southeast Polk County as a "non-traditional" water supply. The Southeast Wellfield is a permitted supply, and after treatment via reverse osmosis, will deliver up to 12.5 million gallons per day (MGD) of high-quality drinking water to the member governments for the next 30 to 40 years.

Desalination removes dissolved substances in groundwater, seawater and municipal wastewaters to make water fit for human consumption, irrigation, industrial and other uses. Desalination is usually accomplished through a process called reverse osmosis, which purifies salt or brackish water by forcing it through semi-permeable membranes. These membranes act as filters that collect heavy metals and other compounds while the water passes through. This technology is already used throughout Florida.

Roadways/Transportation Network

A. Estimated Demand

The subject site fronts Thornhill Road on the north. The applicant owns the NAC to the east and will need direct access to Spirit Lake Road to meet the TSDA Development criteria for cross access. Both roads are Urban Collectors and have available capacity. Table 5 following this paragraph shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate. The highest intensity use based on traffic volume in the proposed Future Land Use designation will generate more vehicle trips on the surrounding roadways. However, a religious institution is anticipated to generate much less at 1,182 AADT @ 6.95 AADT per 1,000 square feet and 87 PM Peak Hour trips @ 0.49 PM Peak Hour trips per 1,000 square feet with 89% new trips.

Table 5 Estimated Transportation Impact Analysis

Permitted Intensity (5.86 acres)	**Demand as permitted in Existing Land Use***	**Maximum Permitted in Proposed Land Use***
RL-1 = 2.88 +/- acres (approx.) NAC = 3.15 +/- acres (approx.) BPC = 0.17 +/- acres (approx.)	RL-1 @ 2 du/ac = 2 units NAC @ 0.25 FAR/1,000 = 11 sf BPC @ 0.75/1,000 FAR = 6 sf	INST @ 0.75 FAR/1,000 = 191 sq. ft.
Average Annual Daily Trips (AADT)	RL-1 @ 2 units * 7.81 *100% = 720 AADT NAC @ 11 sf * 24.92 * 92% = 273 AADT BPC @ 6 *1.40 * 92% = 9 AADT **1,002 AADT**	191 sq. ft. x 34.80 x 92% **= 6,116 AADT**
PM Peak Hour Trip	RL-1 @ 2 units * 1 * 100% = 2 PM Peak NAC @ 11 sf * 3.71 * 92% = 38 PM Peak BPC @ 6 *0.10 * 92% = 1 AADT **41 AADT**	191 sq. ft. x 3.46 x 92% **= 608 PM Peak**

Source: Polk County Concurrency Manual, INST Clinic Medical/dental facility at 34.80 AADT per 1,000 square feet and 3.46 PM Peak Hour Trips per 1,000 square feet with 92% new trips; Residential typical use of Single-Family at 7.81 AADT per unit and 1 PM Peak Hour Trips per unit and 100% new trips, business park center for High Cube warehouse is 1.40 AADT per 1,000 square feet and 0.10 PM Peak Hour Trips per 1,000 square feet with 92% new trips and shopping center at 24.92 AADT per 1,000 square feet and 3.71 PM Peak Hour Trips with 76% new trips.

B. Available Capacity

Table 6 below displays the available capacity for Thornhill Road and Spirit Lake Road. There is available capacity in the PM Peak Hour for maximum buildout. More specifically, there is about 30 percent (%) availability is the traffic capacity for Spirit Lake Road and about 20% on Thornhill Road.

Table 6 Roadway Link Concurrency

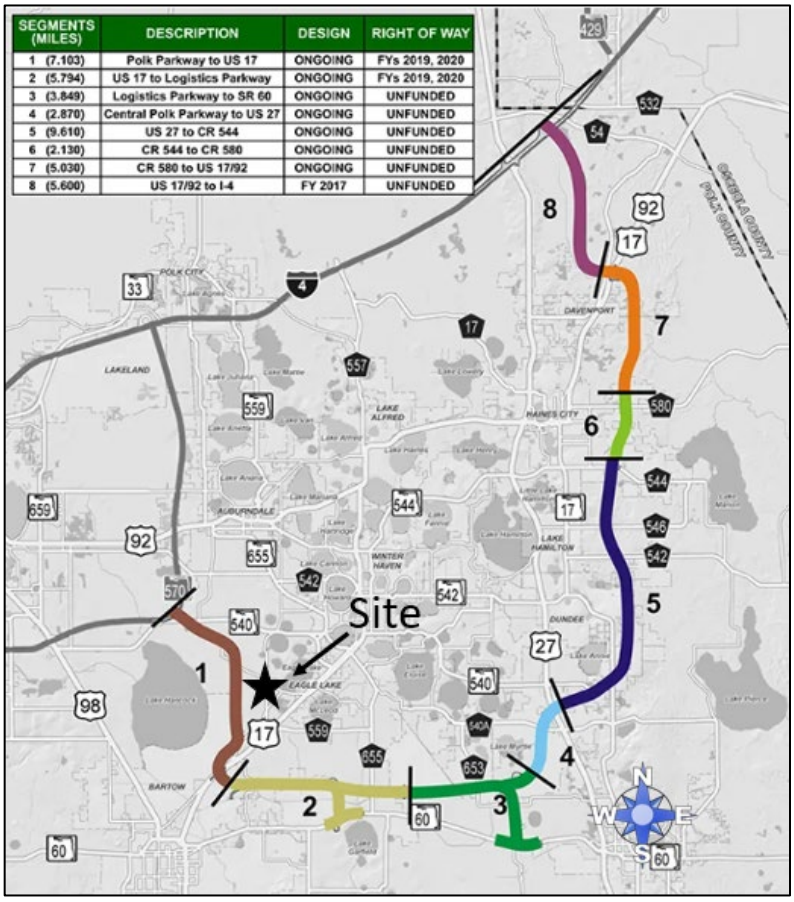
Link #	**Road Name**	**Current Level of Service (LOS)**	**Available Peak Hour Capacity**	**Minimum LOS Standard**	**5-Year Peak Hr. Projected LOS**
4170N	Thornhill Road (SR 540 to SR 655 (Recker Highway)	C	1,211	E	C
4170S		C	1,199	E	C
4149N	Spirit Lake Road (US 17 to SR 540)	C	263	D	C
4149S		C	237	D	C

Source: Polk County Transportation Planning Organization Roadway Network Database 2023

C. Roadway Conditions

According to the County's Roadway Inventory, Thornhill Road and Spirit Lake Road are both Urban Collectors. Thornhill Road has a Pavement Condition Index of "good" and "very good" for Spirit Lake Road. Thornhill Road has a pavement width of 25 feet and a ROW width between 60 and 63 feet with open drainage. The applicant will have to dedicate approximately enough property to have 40 feet from the centerline of Thornhill Road. Currently there is about 22 feet from the centerline.

SEGMENTS (MILES)	DESCRIPTION	DESIGN	RIGHT OF WAY
1 (7.103)	Polk Parkway to US 17	ONGOING	FYs 2019, 2020
2 (5.794)	US 17 to Logistics Parkway	ONGOING	FYs 2019, 2020
3 (3.849)	Logistics Parkway to SR 60	ONGOING	UNFUNDED
4 (2.870)	Central Polk Parkway to US 27	ONGOING	UNFUNDED
5 (9.610)	US 27 to CR 544	ONGOING	UNFUNDED
6 (2.130)	CR 544 to CR 580	ONGOING	UNFUNDED
7 (5.030)	CR 580 to US 17/92	ONGOING	UNFUNDED
8 (5.600)	US 17/92 to I-4	FY 2017	UNFUNDED



D. Sidewalk Network

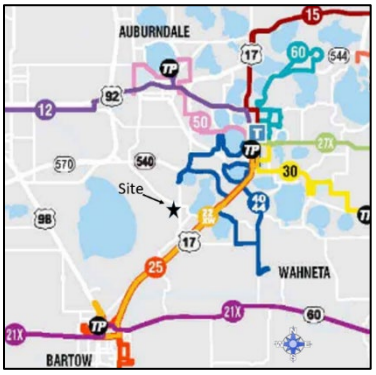
There are no sidewalks in the area.

E. Planned Improvements

There are three roadway improvements near the subject site. The first is an intersection improvement scheduled for construction in 2024 at the intersection of Spirit Lake Road and Old Bartow Eagle Lake Road which is about one (1) mile south of the subject site. The second is intersection improvements scheduled for construction in 2024 at the intersection of Thornhill Road and Moonlite Pass about 1.6 miles northwest of the subject site. A bridge reconstruction was recently completed over Lake Lena Run approximately two (2) miles to the northwest. The last items are roadway construction associated with the Polk Parkway. This includes a new interchange at SR 540 and the Polk Parkway about three (3) miles to the northwest and a leg of the Parkway that crosses Thornhill approximately a mile to the northwest.

F. Mass Transit

There is no mass transit within walking distance to the subject site. The closest routes include Route 4044 traveling on SR 540 into Winter Haven and to Eloise and Wahneta and the express Route 22 XW between Winter Haven and Bartow along US 17.



Park Facilities:

The closest public park facilities include the Gordonville Park and the Marshall Hampton Reserve.

A. Location:

The Gordonville Park is about 2.3 miles to the south at 2671 Richardson Road, Bartow, Florida.

B. Services:
Located on Richardson Road in Bartow, Gordonville Park has a playground, baseball and softball field, and a basketball court.

C. Multi-use Trails:
The closest trails are within the Marshall Hampton Reserve.

D. Environmental Lands:
The closest Environmental Land is Marshall Hampton Reserve. It is on the northeast edge of Lake Hancock, across the lake from Circle B Bar Reserve. The Reserve has a blend of oak hammock areas canopying over mesic flatwoods, hardwood forest wetlands and a 60-acre pond. The site, just more than 1,100 acres, is mostly dominated by live oaks, slash pine, sweet gum and palmettos. The two loop trails provide very different views of the property. The site is open for horseback riding, hiking, and jogging.

The Marshall Hampton Reserve was acquired by the Southwest Florida Water Management District in 2008. Polk County entered into an agreement with the Water Management District in 2010 to oversee the management of the property. The acquisition of this property also protected a significant amount of shoreline and floodplain swamp on the edge of Lake Hancock. Lake Hancock is often referred to as the headwaters of the Peace River.

E. Planned Improvements:
There are no further recreation improvements scheduled for this area by the County in the five-year Capital Investment Plan.

Environmental Conditions

There are few environmental limitations for development of this property.

A. Surface Water:

There are no surface waters on the subject site. The site's highest elevation is on the northeast corner at 137 feet and slopes to the southwest at the lowest elevation at 132 feet.

B. Wetlands/Floodplains:

There are no wetlands or floodplains on the subject property.

C. Soils:

The soil types and limitations, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey, are listed in Table 8. The subject site is mostly St. Lucie Fine Sand with about 25% of the site within Immokalee Sand. St. Lucie Fine Sand drains well and is supportive of dwellings and septic tanks. The site will be required to connect to public water and sewer.

Table 8

Soil Name	Septic Tank Absorption Field Limitations	Limitations to Dwellings w/o Basements	% of Site *(approximate)*
St. Lucie Fine Sand (29)	Slight	Slight	75%
Immokalee Sand (21)	Severe: Wetness	Severe: Wetness	25%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service

D. Protected Species

There has been an endangered species sighting within one mile of the subject site according to the Endangered Habitats map for Polk County based on 2015 data. If any species discovered, the applicant will be required to address any required mitigation with the appropriate agency with jurisdiction.

E. Archeological Resources:

There are no identified sites on the subject property per the Florida Department of State, Division of Historical Resources.

F. Wells (Public/Private)

The applicant has indicated there are no potable wells on the subject site. There are three public wellfields within two miles of the subject property. Two are located south of Sheffield Road to the south of the subject site for the County's Central Utilities Service Area and another one north of SR 540 which is north of the subject site.

G. Airports:

The subject site is within an Airport Impact District. Specifically, it is within the Height Notification Subzone 1 and the In Flight Visual or Electronic Interference Zone of the Bartow Airport. During the Level 2 review, development will be reviewed for consistency with the Polk County Airport Zoning Regulations of the Joint Airport Zoning Board.

Economic Factors:

The proposed request will provide more mixture of uses and interconnection between the subject site and the NAC to the east. The more diversity of uses at this intersection provides more options for nearby residents, encourages more non-residential uses to locate in the vacant areas of the exiting NAC which in turn decreases overall vehicle trip lengths. The request will increase the efficiency of the surrounding infrastructure.

Consistency with the Comprehensive Plan and Land Development Code

Many policies within the Comprehensive Plan are reviewed for consistency with an application including all Elements of the Comprehensive Plan. The most relevant policies from the Comprehensive Plan and the Land Development Code for the proposed request are included in this section. The policy is first stated and then an analysis of how the request is provided to state that it may or may not be consistent with the Comprehensive Plan. How the request is **consistent or inconsistent** with the Comprehensive Plan is listed below:

- Section 2.102 – General Growth Management policies
- Policy 2.108-A1 TSDA Description
- Policy 2.116 Institutional
- Policy 3.204-D1: Airport Impact District
- Policy 3.204-D4: Development Criteria in the Airport Impact District
- Appendix 2.125 - Parcel Specific Future Land Use Map Amendments with Conditions
- Appendix E in the Land Development Code (Parcel Specific Land Use

Table 8 Comprehensive Plan and Land Development Code

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	The subject site fronts a collector road and is adjacent to the remainder of the Neighborhood Activity Center (NAC). In addition, the site is at the intersection of Thornhill Road and Spirit Lake Road, two major collector roads. There is a gas station and a Dollar General on the northwest corner of this intersection. This request is a non-residential use and part of the uses that are appropriate at a major intersection.
POLICY 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing Communities.	The subject site provides a location for an institutional use which is a non-residential use adjacent to a NAC. This certainly keeps non-residential development around an intersection that is consistent with compact and nodal development. Therefore, the request is consistent with the Development Location Policy and the Distribution Policy.
POLICY 2.102-A3: DISTRIBUTION - Development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.	
POLICY 2.102-A4: TIMING - The development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.	The location is near an intersection of two collector roads which provide good access to the populations along Spirit Lake Road and those growing on Thornhill Road. In addition, the subject site adjacent to an existing NAC and is three (3) miles from the new interchange of the Polk Parkway and SR 540.

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable);e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways; 2. sanitary sewer and potable water service; 3. storm-water management; 4. solid waste collection and disposal; 5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment; 6. emergency medical service (EMS) provisions; and 7. other public safety features such as law enforcement; 8. schools and other educational facilities 9. parks, open spaces, civic areas and other community facilities, f. environmental factors, including, but not limited to: 1. environmental sensitivity of the property and adjacent property; 2. surface water features, including drainage patterns, basin characteristics, and flood hazards; 3. wetlands and primary aquifer recharge areas; 4. soil characteristics; 5. location of potable water supplies, private wells, public well fields; and 6. climatic conditions, including prevailing winds, when applicable.	The subject site is in the TSDA. This report provides data that the site is well supported by urban levels of infrastructure.
POLICY 2.104-A1: DESCRIPTION - Transit Supportive Development Areas shall meet the following criteria: a.be those areas where the availability of infrastructure and other community facilities and services, including, but not limited to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density and intensity compact, mixed use development; b.be supported by existing or planned urban type services that are programmed or expected for the 10-year planning horizon; c.be designated as part of a coordinated land use and transportation strategy that supports the provision of improved and expanded transit services, as identified in the Transportation Planning Organization (TPO) 2060 Transportation Vision Plan and the connecting	There is available capacity in the water and wastewater system and nearby pipe connections in the rights-of-way of Thornhill and Spirit Lake Road. The Polk Parkway is currently being extended south to the west of the site with an interchange at three (3) miles to the northwest of the subject site. The site does lack direct access to a transit route. However, as the area continues to grow this will increase the demand for a new transit route.

Comprehensive Plan Policy	Consistency Analysis
circulator routes, in order to increase mobility and travel options; d.include development criteria that:1.promote the development of walkable communities which include a balance between employment opportunities, mix of complementary uses and activities, and a range of housing opportunities;2.improve access to employment areas, schools, shopping and recreational opportunities;	
POLICY 2.116-A3: LOCATION CRITERIA - Institutional development may occur within the lands designated Institutional on the Future Land Use Map Series, and in any other land use designation throughout the County, unless further prohibited by the Land Development Code the County in accordance with Section 163.3201(1), FS. The following factors shall be taken into consideration when determining the appropriateness of establishing new Institutional areas on the Future Land Use Map Series, or in approving the location for an institutional use not located within lands classified as Institutional: a. Accessibility to roadways, with consideration being given to regional transportation issues for large-scale institutional developments having a regional market. b. Proximity to incompatible land uses, which is dependent upon the intensity of the institutional use (buffering may be provided to mitigate adverse impacts). c. The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10. d. Proximity to similar and compatible uses providing opportunities for shared facilities. e. Plans of the School Board and other public service agencies with jurisdiction in the County The placement of institutional uses in other than lands classified as Institutional shall be subject to County approval through a Conditional Use Permit, or in accordance with land-development regulations adopted and/or amended by the County in accordance with Section 163.3201(1), FS. Educational facilities will be allowed in lands designated as Institutional, or in all other land uses, except Industrial as a community facility in accordance with policies of this Plan.	The request for a Future Land Use designation to INST meets the requirements of the location criteria by being adjacent to collector roadways. The site will provide public services near County residents and connect to the public utilities nearby.

Comprehensive Plan Policy	Consistency Analysis
POLICY 3.204-D1: PURPOSE - The Airport Impact District (AID) overlay is established to ensure that land uses and the operation of public use airports are compatible. The County will address public health and safety issues by minimizing conflicts between airport operations and surrounding land uses. All development shall be in conformance with the Polk County Airport Zoning Regulations of the Joint Airport Zoning Board. POLICY 3.204-D4: DEVELOPMENT CRITERIA - The County's Land Development Code shall refer to the Airport Impact District (AID) and the Polk County Airport Zoning Regulations to address height, noise and land use compatibility issues relative to the protection and operation of public use airports.	The subject property is found with the AID overlay, In-Flight Visual Interference Zone and the Height Interference Zone. Further review will be required at the level 2 stage to check for compliance with the Polk County Airport Zoning Regulations of the Joint Airport Zoning Board.
Appendix 2.135 - F. CPA 17A-02 - Parcel ID#: 252911-000000-0310201.Applicability The provisions and requirements of this Subsection apply to the subject site, the boundaries of which are shown on the Future Land Use Map Series and Land Use District maps, more particularly those depicted in the panel showing Range 25, Township 29, Section 11. The site is legally described as: The remainder is a legal description	The are of the request that includes the existing BPC needs to be removed from this section of the Appendix. The conditions listed in the LDC, Appendix E are meant for BPC uses rather than a church.
Appendix E. - CPA 17A-02 - Parcel ID#: 252911-000000-031020 1. Applicability The provisions and requirements of this Subsection apply to the subject site, the boundaries of which are shown on the Future Land Use Map Series and Land Use District maps, more particularly those depicted in the panel showing Range 25, Township 29, Section 11. The site is legally described as: Legal description is herein referenced (See Exhibits 7a through d) 2. Revised Use Table The following modified Use Table (Table E4) replaces Table 2.1 and specifies the type of uses, and levels of approval required for those uses, allowable within this BPC-1 site. All conditions outlined in Section 303 of this Code shall apply to each use listed below: The use table is herein referenced (See Exhibit 7a through d)	These conditions from the LDC limits the uses in the land area of CPA 17A-02 which was all one parcel at that time. The subject site now includes a portion of that BPC in a different parcel number.

Comprehensive Plan Policy	Consistency Analysis
3. Additional Site Development Standards - In addition to all applicable standards of this Code, all allowable uses shall comply with the following additional site development standards prior to site alteration or development: a) All proposed development or redevelopment of the site adjacent to a residential use or residential future land use designation shall be conditioned upon a 50-foot wide buffer area that shall include the plantings of a Type "C" Landscape Buffer as outlined in Section 720 of this Code and a minimum six foot high opaque fence. b) All development shall submit a lighting plan. All lighting shall be directional and fully shielded with cut-off, non-glare fixtures directed straight downward onto the subject site. The maximum height of on-site lighting fixtures shall be limited to 17 feet. All light fixtures shall be setback a horizontal distance of at least 50 feet from any residentially used or designated property. Illumination onto adjacent properties and rights-of-way shall not exceed 0.5 foot candles, measured at the property line of the site. c) All loading and unloading areas shall be at least fifty (50) feet from all property lines abutting residentially used or designated property. d) All doors and loading bays shall remain closed except while being accessed for loading and/or unloading. e) All activities shall be conducted within the enclosed building. There shall be no outdoor activities or storage. f) Structures shall not exceed fifty (50) feet in height. g) Hours of operation shall be limited to between 7 a.m. and 9 p.m. Monday-Friday. There shall be no activity on-site on Saturday or Sunday.	

Urban Sprawl Analysis

After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, it is apparent that the proposed request is not considered urban sprawl based on these criteria as this is a mapping error of a land use and it is permitted in the designated area. Table 9 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

Table 9 Urban Sprawl Criteria

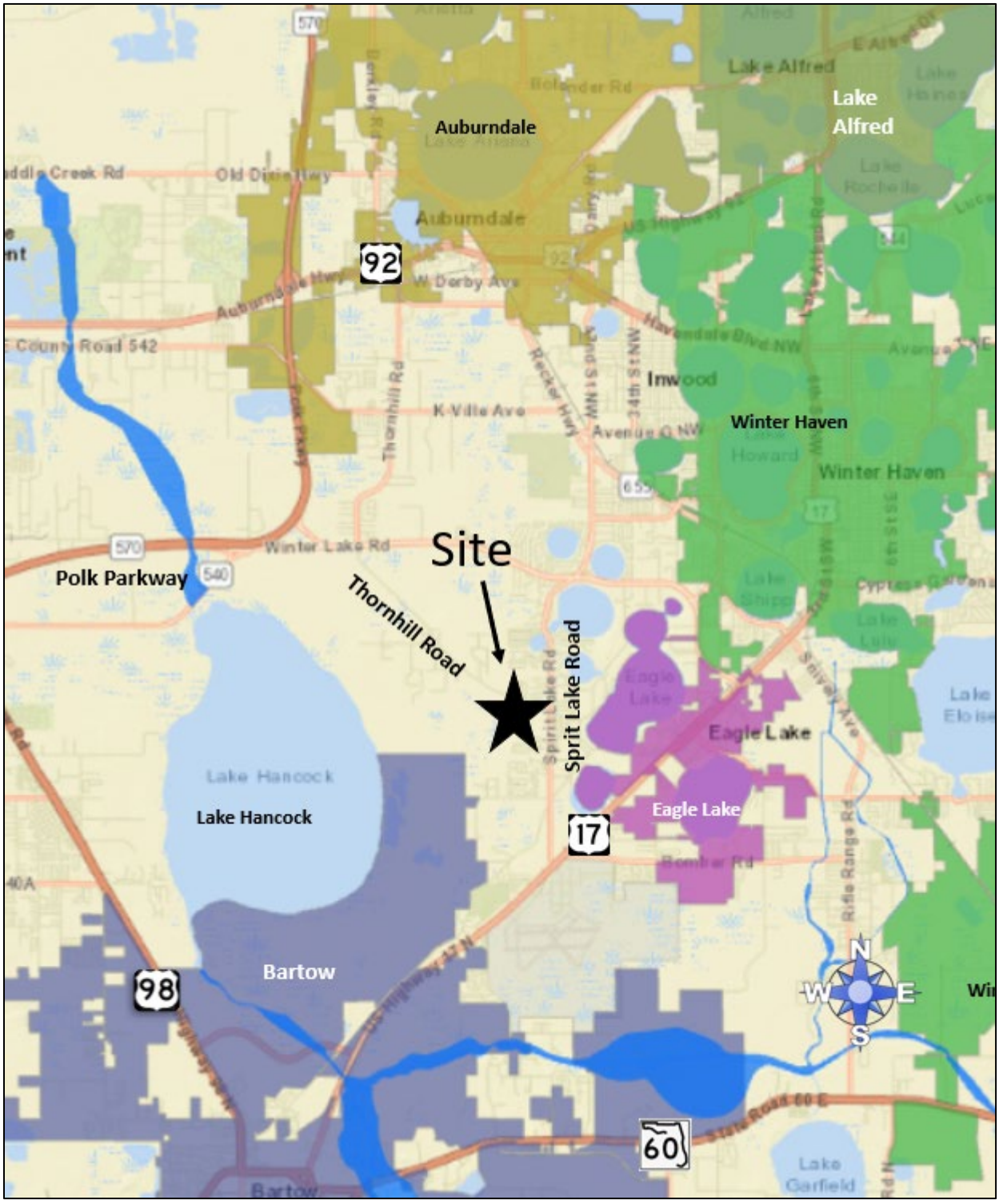
Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	**Sections where referenced in this report**
a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Summary of analysis
b. *Allows a significant amount of urban development to occur in rural areas.*	Summary of analysis
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Summary of analysis, surrounding Development, compatibility
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Summary of analysis, surrounding Development, compatibility
e. *Fails to adequately protect adjacent agricultural areas.*	Compatibility with Surrounding Land Uses
f. *Fails to maximize existing public facilities and services.*	Summary of Analysis, Infrastructure
g. *Fails to minimize the need for future facilities and services.*	Summary of Analysis, Infrastructure
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Summary of Analysis, Infrastructure
i. *Fails to provide a clear separation between urban and rural uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Summary of Analysis, Compatibility with Surrounding Land Uses
k. *Fails to encourage an attractive and functional mixture of land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
l. *Will result in poor accessibility among linked or related land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
m. *Results in the loss of a significant amount of open space.*	Summary of Analysis, Compatibility with Surrounding Land Uses

Comments from other agencies
No comments

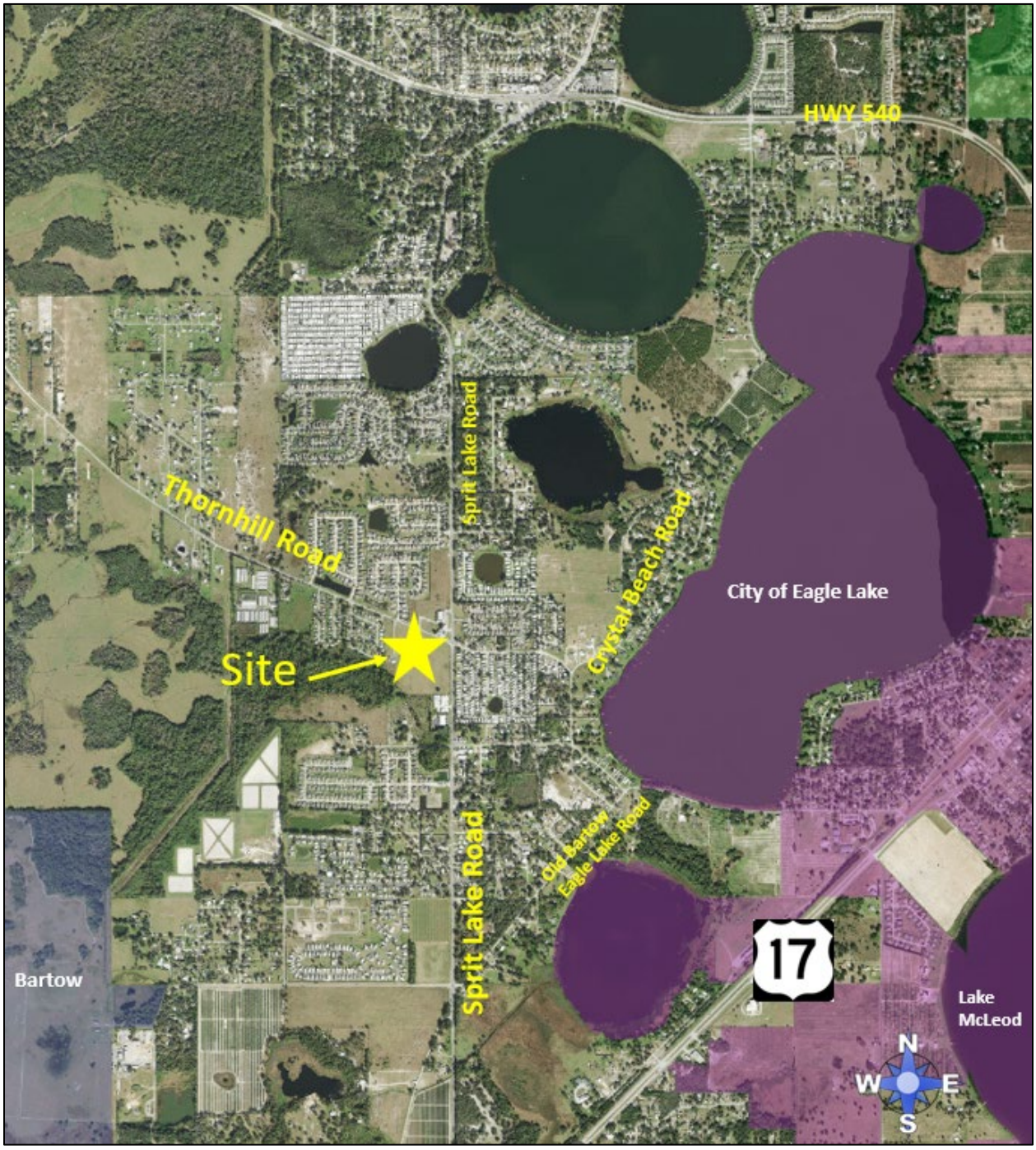
Exhibits:

Exhibit 1	Location Map
Exhibit 2	2023 Aerial Context Map
Exhibit 3	2023 Aerial Close Up
Exhibit 4	Current Future Land Use Map
Exhibit 5	Proposed Future Land Use Map
Exhibit 6a and b	INSTX and RL-1 Permitted and Conditional Uses

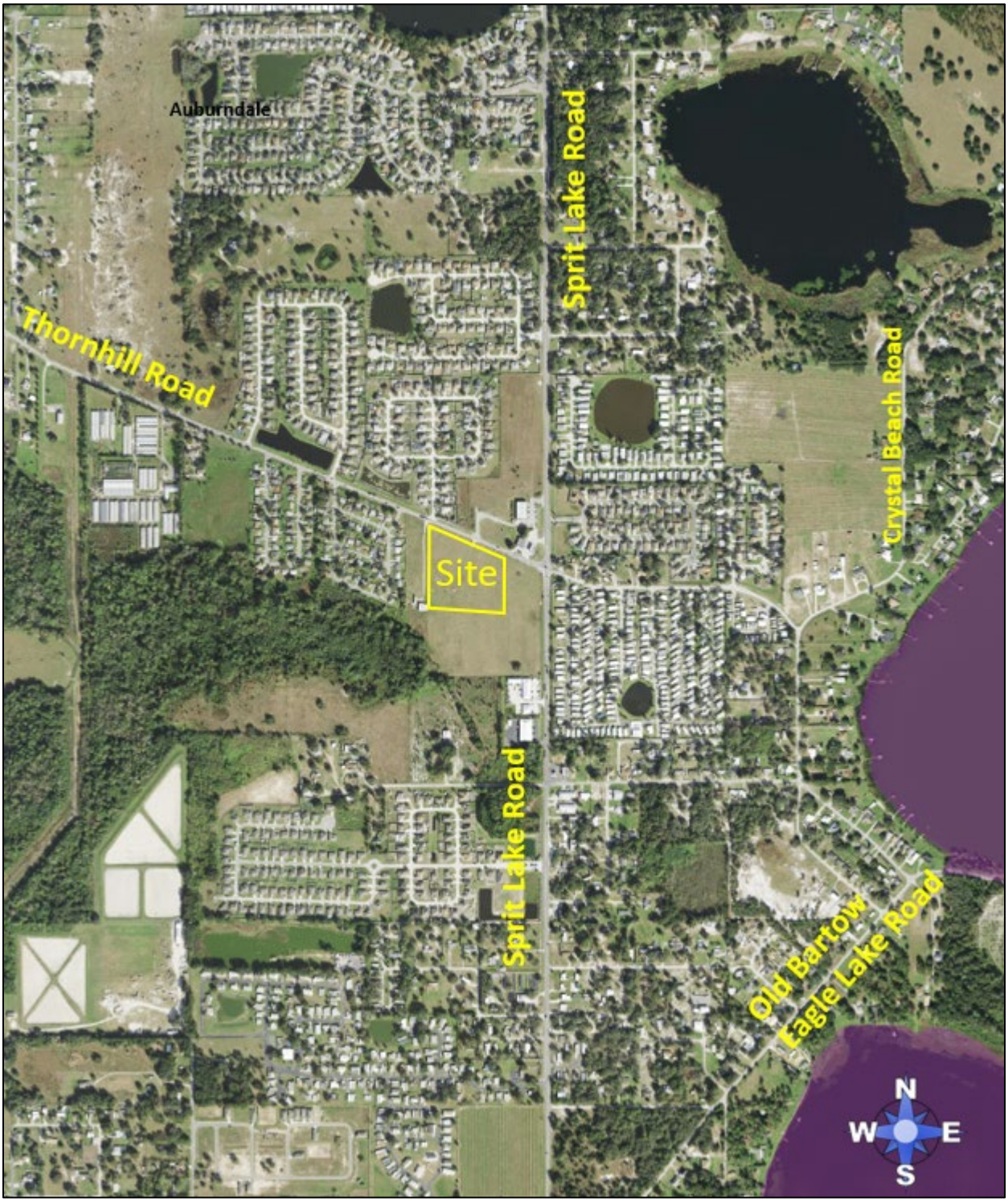
Exhibit 7a through 7e Section 2.135 Parcel Specific Future Land Use Map Amendments with Conditions and Appendix E - Section E105., F. – Parcel Specific Comprehensive Plan amendments with Conditions and proposed changes



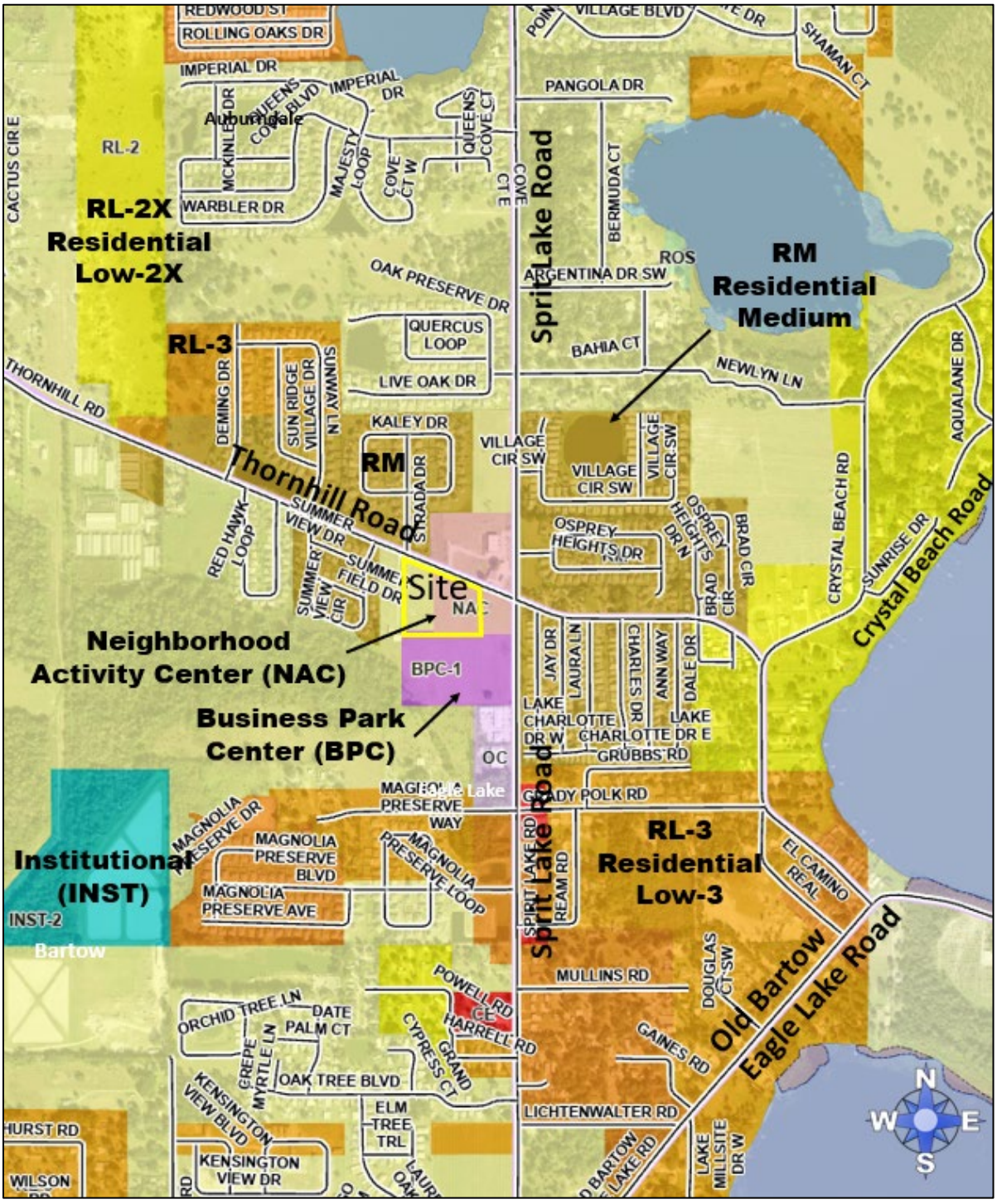
Location Map



Aerial 2023 Context



Aerial 2023 Close Up



Current Future Land Uses
Residential Low (RL), Neighborhood Activity Center (NAC), and Business Park Center (BPC)



Proposed Future Land Use
Institutional (INST)

Institutional -1 (INST-1) in the Transit Supportive Development Area (TSDA)				
Technical Staff Review -Level 1& 2			**Public Hearing (s) Required-Level 3 & 4**	
All Other Uses:	Group Home, Large (7-14 residents), C1 Group Living Facility (15 or more residents), C2 Adult Day Care Center (7 or more clients), C2 Cemetery, C2 Childcare Center, P Clinics & Medical Offices, C2 Communication Towers, Guyed & Lattice, C2 Communication Tower, Monopole, C2 Community Center, C2 Cultural Facility, C2 Emergency Shelter, Medium, (7-14 residents), C1 Emergency Shelter, (Large 15 or more residents), C2 Farming General, P Golf Course, C1 Government Facility, P Heliports, C2 Helistops, C2 Institutional Campground, P Lodges & Retreats, Private, P Nursing Home, C2 Office, C2 Office Park, C2 Recreation Passive, C1 Recreation High Intensity, C1 Recreation Low Intensity, C1 Recreation, Vehicle Oriented, C2 Religious Institution, C2 Research & Development, C2 School, Elementary, P School, Middle School, P School, Leisure/Special Interest, P Studio Production, P Solar Electric-Power Generation Facility, C2 Transit, Facility, P Utilities, Class, I, P Utilities, Class II, P		**Mixed Uses:**	Multi-family, C3
			All Other Uses:	Gas Station, C3 Hospitals, C3 Lime Stabilization Facility, C3 Mining, Non-Phosphate, C3 Residential Treatment Facility, C4 School, High, C3 School, Technical/Vocational/Trade & Training, C3 School, University/College, C3 Seaplane Base, C3 Utilities Class, III, C3 Water Ski Schools, C3

PERMITTED AND CONDITIONAL USES
Institutional (INST)

Residential Low (RL-1)			
Technical Staff Review -Level 1& 2		**Public Hearing (s) Required-Level 3 & 4**	
Residential Uses:	Group Home, Small (6 or less residents), C1 Group Home, Small (6 or less residents), C1 Mobile Homes, Individual, C1 Residential Infill Development, C2 Single-family Detached Home & Subdivision, P	**Residential Uses:**	Group Living Facility (15 or more residents), C3 Mobile Home Park, C4 Mobile Home Subdivision, C4 Multi-family, C3 Short-Term Rental unit, C3
		Mixed Uses:	Planned Development, C3 Residentially Based Mixed Development (RBMD), C3 Transitional Area Development, C3
All Other Uses:	Animal Farm, Intensive, C1 Emergency Shelter, Small (6 or less residents), C1 Farming General, P Golf Course, C1 Livestock Sale, Auction, C1 Nurseries and Greenhouses, C1 Recreation, Passive, C1 Recreation, Low Intensity, C2 School, Elementary, C2 Utilities, Class I, P Utilities, Class II, C1 Veterinary Service, C2	**All Other Uses:**	Adult Day Care Center (7 or more clients), C3 Agricultural Support, Off-Site, C3 Bed and Breakfast, C3 Childcare Center, C3 Community Center, C3 Emergency Shelter, Large (15 or more residents), C3 Government Facility, C3 Helistops, C3 Mining, Non-phosphate, C3 Recreation, High Intensity, C3 Recreation, Vehicle Oriented, C3 Religious Institution, C3 Riding Academies, C3 School, High, C3 School, Leisure/special Interest, C3 Utilities, Class III, C3

PERMITTED AND CONDITIONAL USES
Residential Low-1 (RL-1)

SECTION 2.135-F - Development Guidelines for Parcel IDs #: A portion of 252911-000000-031020, CPA 17A-02.

OBJECTIVE 2.135-F: Through the adoption of CPA 17A-02, this section of the plan enable this specific property to be developed with Business Park Center (BPC) land uses in a limited fashion as established in the Polk County Land Development Code with conditions adopted into the Land Development Code through LDC 16T 10. This agreement fulfills the objectives of the applicant and the County.

POLICY 2.135-F1: DESIGNATION AND MAPPING - The portion of the parcel referenced in this Section shall be designated and mapped on the Future Land Use Map Series as Business Park Center (BPC).

POLICY 2.135-F2: LOCATION CRITERIA - This section applies to the property legally described as:

THE SOUTH 530.00' OF THE FOLLOWING DESCRIBES THE PROPERTY.

A PARCEL OF LAND LYING IN THE NORTHWEST ¼ OF SECTION 11 AND THE SOUTHWEST ¼ OF SECTION 2 OF TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST ¼ OF SECTION 11, THENCE S89°47'18"-W ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST ¼ OF SECTION 11 A DISTANCE OF 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SPIRIT LAKE ROAD ACCORDING TO MAP BOOK 4, PAGE 741, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N00°00'25"-W ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1788.60 FEET TO THE POINT OF BEGINNING; THENCE S89°37'40"-W A DISTANCE OF 826.37 FEET; THENCE NORTH 00°00'25"-W A DISTANCE OF 870.33 FEET TO THE SOUTH BOUNDARY OF SAID SOUTHWEST ¼ OF SECTION 2; THENCE CONTINUE N-00°00'25"-W A DISTANCE OF 252.22 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THORNHILL ROAD ACCORDING TO MAP BOOK 1, PAGES 31—33, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT-OF-WAY THE FOLLOWING SIX COURSES; S67°30'17"-E A DISTANCE OF 29.14 FEET; THENCE S67°47'29"-EAST A DISTANCE OF 200.00 FEET; THENCE S67°30'17"-E A DISTANCE OF 200.00 FEET; THENCE S67°47'29"-E A DISTANCE OF 217.56 FEET TO THE NORTH BOUNDARY OF SAID NORTHWEST ¼ OF SECTION 11; THENCE CONTINUE S67°47'29"-E A DISTANCE OF 177.40 FEET TO A POINT ON A RIGHT-OF-WAY LINE FOR SPIRIT LAKE ROAD, ACCORDING TO MAP BOOK 3, PAGE 117, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S-46°18'50"-EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 88.33 FEET TO SAID WEST RIGHT-OF-WAY LINE OF SPIRIT LAKE ROAD, THENCE S-00°00'25"-E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 743.62 FEET TO THE POINT OF BEGINNING.

Less and except – approximately the southern 30 feet so that the portion of parcel 252911-000000-031020 that is within this conditional land use amendment is removed so that the uses in what changes to Institutional (INST) is regulated by Table 2.1 rather than the table in this section.

CONTAINING 10.05 ACRES MORE OR LESS.

POLICY 2.135-F3: DEVELOPMENT CRITERIA - Development within this BPC area shall conform to the criteria established in Section 2.113-A of this Comprehensive Plan consistent with the development standards adopted for this parcel in the Polk County Land Development Code.

F. **CPA 17A-02 - Parcel ID#: 252911-000000-031020**

1. Applicability

The provisions and requirements of this Subsection apply to the subject site, the boundaries of which are shown on the Future Land Use Map Series and Land Use District maps, more particularly those depicted in the panel showing Range 25, Township 29, Section 11. The site is legally described as:

THE SOUTH 530.00' OF THE FOLLOWING DESCRIBES THE PROPERTY.

A PARCEL OF LAND LYING IN THE NORTHWEST ¼ OF SECTION 11 AND THE SOUTHWEST ¼ OF SECTION 2 OF TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST ¼ OF SECTION 11, THENCE S89°47'18"-W ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST ¼ OF SECTION 11 A DISTANCE OF 40.00 FEET TO THE WEST RIGHT OF WAY LINE OF SPIRIT LAKE ROAD ACCORDING TO MAP BOOK 4, PAGE 741, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N00°00'25"-W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 1788.60 FEET TO THE POINT OF BEGINNING; THENCE S89°37'40"-W A DISTANCE OF 826.37 FEET; THENCE NORTH 00°00'25"-W A DISTANCE OF 870.33 FEET TO THE SOUTH BOUNDARY OF SAID SOUTHWEST ¼ OF SECTION 2; THENCE CONTINUE N-00°00'25"-W A DISTANCE OF 252.22 FEET TO THE SOUTH RIGHT OF WAY LINE OF THORNHILL ROAD ACCORDING TO MAP BOOK 1, PAGES 31-33, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT OF WAY THE FOLLOWING SIX COURSES; S67°30'17"-E A DISTANCE OF 29.14 FEET; THENCE S67°47'29"-EAST A DISTANCE OF 200.00 FEET; THENCE S67°30'17"-E A DISTANCE OF 200.00 FEET; THENCE S67°47'29"-E A DISTANCE OF 217.56 FEET TO THE NORTH BOUNDARY OF SAID NORTHWEST ¼ OF SECTION 11; THENCE CONTINUE S67°47'29"-E A DISTANCE OF 177.40 FEET TO A POINT ON A RIGHT OF WAY LINE FOR SPIRIT LAKE ROAD, ACCORDING TO MAP BOOK 3, PAGE 117, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S-46°18'50"-EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 88.33 FEET TO SAID WEST RIGHT OF WAY LINE OF SPIRIT LAKE ROAD, THENCE S-00°00'25"-E ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 743.62 FEET TO THE POINT OF BEGINNING.

Less and except – approximately the southern 30 feet *so that the portion of parcel 252911-000000-031020 that is within this conditional land use amendment is removed so that the uses in what changes to Institutional (INST) is regulated by Table 2.1 rather than the table in this section.*

CONTAINING 10.05 ACRES MORE OR LESS.

2. Revised Use Table

The following modified Use Table (Table E4) replaces Table 2.1 and specifies the type of uses, and levels of approval required for those uses, allowable within this BPC-1 site. All conditions outlined in Section 303 of this Code shall apply to each use listed below:

TABLE E4 - BPC ALLOWABLE LAND USES FOR CPA 17A-02 AND LDC 16T-10

LEVEL 1 OR 2 REVIEW	LEVEL 3 REVIEW	LEVEL 4 REVIEW
Communication Towers (Monopole) Community Center Convenience Stores (Isolated) Cultural Facility Farming Financial Institution Gas Station Golf Course Government Facility Nurseries/Greenhouses Nurseries, Retail Offices Office Park Manufacturing, Light Passive Recreation Personal Service Printing and Publishing Production Studio Religious Institution Research & Development Restaurant, Sit-down/Take-out Retail (0-64,999 s.f.) School (special interest, technical, university/college) Self-storage Solar Power Production Facility Transit Facility Utilities, Class I & II Warehousing	Agriculture (Off-site) Animal Farm (intensive) Communication Towers (Guyed/Lattice) Mining Non-Phosphate Multi-family Planned Development Retail (65,000 or more s.f.) Utilities, Class III Water Ski Schools	Power Plants, Non-Certified (low)

3. Additional Site Development Standards

In addition to all applicable standards of this Code, all allowable uses shall comply with the following additional site development standards prior to site alteration or development:

a) All proposed development or redevelopment of the site adjacent to a residential use or residential future land use designation shall be conditioned upon a 50-foot wide buffer area that shall include the plantings of a Type "C" Landscape Buffer as outlined in Section 720 of this Code and a minimum six foot high opaque fence.

b) All development shall submit a lighting plan. All lighting shall be directional and fully shielded with cut-off, non-glare fixtures directed straight downward onto the subject site. The maximum height of on-site lighting fixtures shall be limited to 17 feet. All light fixtures shall be setback a horizontal distance of at least 50 feet from any residentially used or designated property. Illumination onto adjacent properties and rights-of-way shall not exceed 0.5 foot candles, measured at the property line of the site.

c) All loading and unloading areas shall be at least fifty (50) feet from all property lines abutting residentially used or designated property.

d) All doors and loading bays shall remain closed except while being accessed for loading and/or unloading.

e) All activities shall be conducted within the enclosed building. There shall be no outdoor activities or storage.

f) Structures shall not exceed fifty (50) feet in height.

g) Hours of operation shall be limited to between 7 a.m. and 9 p.m. Monday-Friday. There shall be no activity on-site on Saturday or Sunday.

ORDINANCE NO. 24-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT **LDCT-2023-21**, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE; AMENDING APPENDIX E, SECTION F. CPA 17A-02 - PARCEL ID#: 252911-000000-031020; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on January 3, 2024; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code is intended for the revised calculation of density in rural and suburban development areas to address minimum lot size calculations; and

WHEREAS, the Board of County Commissioners of Polk County has determined it appropriate to adopt regulations that are consistent with the Comprehensive Plan;

WHEREAS, the Board held two public hearings on February 6, 2024 and February 20, 2024 wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public hearings, and provided for necessary revisions, if any.

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

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

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

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

b) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on January 3, 2024, to consider the LDC text amendments contained within Application LDCT-2023-21 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2023-21.

c) The adoption of LDCT-2023-21 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Appendix E, Section F CPA 17A-02 - Parcel ID#: 252911-000000-031020 of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended in the following manner:

…

F. **CPA 17A-02 - Parcel ID#: 252911-000000-031020**

1. Applicability

The provisions and requirements of this Subsection apply to the subject site, the boundaries of which are shown on the Future Land Use Map Series and Land Use District maps, more particularly those depicted in the panel showing Range 25, Township 29, Section 11. The site is legally described as:

THE SOUTH 530.00' OF THE FOLLOWING DESCRIBES THE PROPERTY.
A PARCEL OF LAND LYING IN THE NORTHWEST ¼ OF SECTION 11 AND THE SOUTHWEST ¼ OF SECTION 2 OF TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST ¼ OF SECTION 11, THENCE S89°47'18"-W ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST ¼ OF SECTION 11 A DISTANCE OF 40.00 FEET TO THE WEST RIGHT OF WAY LINE OF SPIRIT LAKE ROAD ACCORDING TO MAP BOOK 4, PAGE 741, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N00°00'25"-W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 1788.60 FEET TO THE POINT OF BEGINNING; THENCE S89°37'40"-W A DISTANCE OF 826.37 FEET; THENCE NORTH 00°00'25"-W A DISTANCE OF 870.33 FEET TO THE SOUTH BOUNDARY OF SAID SOUTHWEST ¼ OF SECTION 2; THENCE CONTINUE N-00°00'25"-W A DISTANCE OF 252.22 FEET TO THE SOUTH RIGHT OF WAY LINE OF THORNHILL ROAD ACCORDING TO MAP BOOK 1, PAGES 31-33, PUBLIC RECORDS OF POLK COUNTY,

FLORIDA; THENCE ALONG SAID SOUTH RIGHT OF WAY THE FOLLOWING SIX COURSES; S67°30'17"-E A DISTANCE OF 29.14 FEET; THENCE S67°47'29"-EAST A DISTANCE OF 200.00 FEET; THENCE S67°30'17"-E A DISTANCE OF 200.00 FEET; THENCE S67°47'29"-E A DISTANCE OF 217.56 FEET TO THE NORTH BOUNDARY OF SAID NORTHWEST ¼ OF SECTION 11; THENCE CONTINUE S67°47'29"-E A DISTANCE OF 177.40 FEET TO A POINT ON A RIGHT OF WAY LINE FOR SPIRIT LAKE ROAD, ACCORDING TO MAP BOOK 3, PAGE 117, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S-46°18'50"-EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 88.33 FEET TO SAID WEST RIGHT OF WAY LINE OF SPIRIT LAKE ROAD, THENCE S-00°00'25"-E ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 743.62 FEET TO THE POINT OF BEGINNING.

Less and except – approximately the southern 30 feet *so that the portion of parcel 252911-000000-031020 that is within this conditional land use amendment is removed so that the uses in what changes to Institutional (INST) is regulated by Table 2.1 rather than the table in this section.*

CONTAINING 10.05 ACRES MORE OR LESS.

….

SECTION 3: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE

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

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA on this ____ day of ____, 2024.

www.polk-county.net

LEVEL 4
LAND DEVELOPMENT CODE
COMPREHENSIVE PLAN
AMENDMENT APPLICATION

Office of Planning and Development
Land Development Division
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
Phone (863)534-6792
FAX (863) 534-6407

TYPE OF AMENDMENT

Land Development Code **(✓) Text** **( ) Sub-district**

Comprehensive Plan **( ) Text** **( ) Large Scale Map** **( ) Small Scale Map**

Is property in a Selected Area Plan (SAP) **( ) Yes** **(✓) No**

SAP Name N/A

Pre Application Project # LDDRC-2023-227 **(Required)**

	Owner	**Applicant**	**Contact Person**
Name	FIRST BAPTIST CHURCH OF INWOOD INC	David Norris Engineering	David Norris
Work Number	(863) 271-0197	(863) 299-1048	(863) 299-1048
Fax Number		(863) 291-4305	(863) 291-4305
Mailing Address	PO Box 2040 Eagle Lake, FL 33839	112 Coleman Road Winter Haven, FL 33880	112 Coleman Road Winter Haven, FL 33880
Email	pastor@graceway.cc	d.norris@earthlink.net	d.norris@earthlink.net

If additional contacts, please list on a separate sheet and submit with application.

Brief Description Request *(No more than 250 characters)***:**

Owner requests to change the west portion of vacant property (2 parcels) from RL-1, NAC, BPC-1 FLU to INST. for a new church development. East portion will remain NAC for future retail development.

A south portion of the current church-owned property (both west and east sections) is included in the LDC's Appendix E - Parcel Specific Future Land Use (Section E105.F.CPA 17A-02). We propose a text amendment to remove the portion of BPC-1 from the church's property as it unnecessarily restricts church use/ministry in that area.

Request **From:** BPC-1 Land Use/Sub-District

To: INST. Land Use/Sub-District

Acreage: 1.0±

	Range	Township	Section	Subdivision #	-	Parcel #
Parcel ID Number(s):	R 25	T 29	S 11	000000	-	031020 .
	R	T	S		-	.
	R	T	S		-	.
	R	T	S		-	.

(Include others on a separate attachment)

Address and Location of Property:

0 Thornhill Rd, Winter Haven, 33880
Southwest corner of the intersection at Thornhill Rd and Spirit Lake Rd, Winter Haven, 33880

Water Provider Name and Phone Number: Polk County Utilities (863) 298-4100 .

Sewer Provider Name and Phone Number: Polk County Utilities (863) 298-4100 .

( ) Yes (✔) No Is the property located in the Green Swamp Area of Critical State Concern? *(If yes, a Green Swamp Impact Assessment Statement must be submitted with this application.)*

Identify existing uses and structures on subject and surrounding properties (e.g. vacant, residential # du/ac, commercial approx. square feet, etc.):

-Thornhill Road -Single Family Homes (RM) **NW**	-Thornhill Road -Gas Station (NAC) -Vacant Property (NAC) -Rear Entrance Drive for Dollar General (NAC) - Single Family Homes (RM) **N**	-Spirit Lake Road -Single Family Home (RM) **NE**
- Nursery (RL-1) **W**	Vacant (RL-1, BPC-1, NAC) (Proposed church development) **Subject Property**	-Spirit Lake Road -Single Family Homes (RM) **E**
-Nursery (RL-1) **SW**	-Vacant Propety (BPC-1) **S**	-Spirit Lake Road -Single Family Homes (RM) **SE**

Approval of this application does not waive any other applicable provisions of the Polk County Land Development Code, the Polk County Comprehensive Plan, the Polk County Utility Code which are not part of the request for this application, nor does approval waive any applicable Florida Statutes, Florida Building Code, Florida Fire Prevention Code, or any other applicable laws, rules, or ordinances, whether federal, state or local. The applicant has the obligation and responsibility to be informed of and be in compliance with all applicable laws, rules, codes and ordinances.

I, David Norris (print name), the owner of the property which is the subject of this application, or the authorized representative of owner of the property which is the subject of this application, hereby authorize representatives of Polk County to enter onto the property which is the subject of this application to perform any inspections or site visits necessary for reviewing this application. I understand that representatives of Polk County are not authorized to enter any structures dwellings which may be on the property.

Property owner or property owner's authorized representative. Date: 11/13/23

CHANDA BENNETT, AICP, CPM

Phone: (863) 534-6484
chandabennett@polk-county.net

P.O. Box 9005, Drawer 9005
Bartow, Fl 33831

EDUCATION

MS Florida State University, Urban and Regional Planning — December 1994
Studio: "Gaines Street Pedestrian Corridor Design Study "
Advisor: Dr. Haight

BS Florida State University, Interdisciplinary Social Sciences — May 1993
Graduated Summa Cum Laude
Minored in Mathematics

EMPLOYMENT

Comprehensive Planning Administrator, Land Development 2020-present
Supervise Comprehensive Planning Unit, Comprehensive Plan Map and Text Amendments, special studies, City Community Redevelopment Areas (CRA), Joint Panning Agreements, and strategic land use analysis

Comprehensive Planning Administrator, Long Range Planning 2011 to 2020

Principal Planner, Long Range Planning 2006 to 2011

Senior Planner, Planner III, Planner II, Planning Division 1996 to 2006
Developments of Regional Impact (DRI) Coordinator, CRA review management, Selected Area Plan (SAP) preparations and review, site plan review, Planned Development and zoning change preparations

Planner II, Housing and Community Development 1995 to 1996
Redevelopment Plan for Eloise, assisted with Consolidated Plan for Community Development Block Grant funds, grant eligibility determinations, managing citizen and housing advisory committees

HONORS AND AWARDS

Polk Vision Leadership Alumni 2017
Lake Wales Leadership Alumni 2016
Certified Public Manager, FSU 2008
Richard Coleman Conservation Award, Sierra Club, Fl Chapter, Polk Group 2003

PRESENTATIONS AND INVITED LECTURES

Workshop, "Got Planning" Florida American Planning Association Conference, Sept. 2018
Keynote Address, "Census" Bartow Rotary, January 2020
Workshop, "Low Impact Design," Water School, March 2018.

PROFESSIONAL TRAINING AND SERVICE

AICP Continuing Education Credits
American Institute of Certified Planning, 32 Credits per two years

Florida American Planning Association
FAPA Annual Conference Co-Chair, 2007

PROFESSIONAL AFFILIATIONS

American Planning Association, 1997-Present
Florida American Planning Association (FAPA), 1997-Present
Heart of Florida Section, FAPA, 1997-Present

COMMUNITY SERVICE

Lake Wales Heritage
Volunteer, 2022

Ridge Rangers, The Nature Conservancy, Florida Fish and Wildlife
Volunteer, Polk County and Lake McLeod Preserve, 1997 to 2014

COMPUTER SKILLS

MS Word, Excel, Power Point, Smart Draw, Accela, Minute Traq, ESRI Data Viewers

Polk County

Board of County Commissioners

Agenda Item P.1. 2/6/2024

SUBJECT

Public Hearing (LDCT-2023-15 Mine and Mill Text Amendment) (First Reading) to consider the adoption of an applicant-initiated request to add additional property to a conditional Comprehensive Map Amendment in Appendix E of the Land Development Code (LDC) to allow the applicant to apply for a Conditional Use request for Construction Aggregate, Processing and Storage in an Industrial (IND) land use district.

DESCRIPTION

This is an applicant-initiated request for an LDC Text amendment to Appendix E, Section E105.E CPA 16C-02, Subsection 3 to add additional defined area to the boundaries depicted for Construction Aggregate, Processing and Storage. State law requires one Planning Commission hearing, which was held on January 3, 2024. where the Planning Commission recommended approval (Vote:4-2). If approved, the applicant will be required to apply for a Conditional Use approval for the use.

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

RECOMMENDATION

Adopt the amendment

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Amy Little
Senior Planner
Land Development Division
(863) 534-7687
amylittle@polk-county.net <mailto:amylittle@polk-county.net>

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	September 28, 2023	**Level of Review:**	Level 4 Review
PC Date:	January 3, 2024	**Type:**	LDC Text Amendment
BoCC Date:	February 6, 2024 February 20, 2024	**Case Numbers:**	LDCT-2023-15
		Case Name:	Mine and Mill LDC Text Amendment
Applicant:	Kriss Kaye, Carter and Kaye Engineering	**Case Planner:**	Amy Little

Request:	This is an applicant-initiated request for a LDC text amendment to Appendix E, Section E105.E CPA 16C-02, Subsection 3 to add additional defined area to the boundaries depicted for Construction Aggregate, Processing and Storage area.
Location:	n/a
Property Owner:	n/a
Parcel Size (Number):	242827-000000-014022
Development Area:	n/a
Nearest Municipality:	n/a
DRC Recommendation:	Approval
Planning Commission Vote:	4:2 Recommending Approval

Among the changes to Appendix E, Section E105.E CPA 16C-2, Subsection 3

Adding legal description to section to allow Construction Aggregate, Processing and Storage on the site.

Summary:

LDCT-2023-15 is an applicant-initiated request to add the legal description as provided (Exhibit 1) to Appendix E, Parcel Specific Comprehensive Plan Amendments with Conditions. The subject property was part of a Large Scale Comprehensive Plan Map Amendment in 2016 to change the Future Land Use from Business Park Center (BPC) to Industrial (IND). As part of the CPA, staff recommended conditions that the use Construction Aggregate, Processing and Storage be limited to the area south of Mine and Mill Road. The land use change was approved on September 6, 2016. Since this time, the owner sold the portion of the property where Construction Aggregate, Processing and Storage could be placed. The applicant is seeking to add approximately 2.23 acres to the IND area in Appendix E to allow for this use. This would leave approximately 19.81 acres of remaining IND land use that could not be developed with this use, providing a natural buffer between the use and the residential uses to the northeast.

This subject property located at the terminus of Mine and Mill Road, east of Combee Road, northeast of US 98 and north of Maine Avenue in Section 27, Township 28, and Range 24. Prior

to the adoption of the Comprehensive Plan in 1991, the subject property had a zoning classification of General Industrial (GI). In May 1981, a zoning action (ZCR 81-22) changed the property from Residential (R-3) to General Industrial (GI). According to Ordinance 83-2, General Industrial Districts were intended to provide areas for the orderly development of a wide range of industrial uses in locations where extensive industrial operations are conducted without creating adverse impacts on non-industrial districts or uses. The purpose of the Industrial (IND) land use district is to provide areas for general manufacturing, processing, and distribution of goods. General commercial uses necessary to support the industrial area are also permitted.

Within IND land use districts, Construction Aggregate, Processing and Storage requires a Level 3 Conditional Use with a public hearing and approval by the Planning Commission. If this text amendment is approved, the applicant will still be required to apply for such Conditional Use approval. Staff is recommending approval. Staff finds that with the requirements for buffering and setbacks, and the use being located in the southwest corner of the site away from residential uses, it is compatible with the surrounding uses and meets the standards in the Comprehensive Plan and Land Development Code (LDC).

Finding of Facts

1. *This is an applicant-initiated request for a LDC text amendment to Appendix E, Section E105.E CPA 16C-02, Subsection 3 to add additional defined area to the boundaries depicted for Construction Aggregate, Processing and Storage area.*

2. *POLICY 2.104-A1 of the Comprehensive Plan states, "Transit Supportive Development Areas shall meet the following criteria:*

   a. be those areas where the availability of infrastructure and other community facilities and services, including, but not limited to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density and intensity compact, mixed-use development;

   b. be supported by existing or planned urban type services that are programmed or expected for the 10-year planning horizon;

   c. be designated as part of a coordinated land use and transportation strategy that

   supports the provision of improved and expanded transit services, as identified in the Transportation Planning Organization (TPO) 2060 Transportation Vision Plan and the connecting circulator routes, in order to increase mobility and travel options;

   d. include development criteria that:

1. promote the development of walkable communities which include a balance between employment opportunities, mix of complementary uses and activities, and a range of housing opportunities;

2. improve access to employment areas, schools, shopping and recreational opportunities."

3. *The property is located in an Industrial (IND) district. Comprehensive Plan POLICY 2.113-A1 says "Industrial lands are characterized by facilities for the processing, fabrication, manufacturing, recycling, and distribution of goods, and may contain any use also found within a Business-Park Center. However, land use activities that operate externally to enclosed structures may be permitted within an Industrial Future Land Use designation. Industrial districts are also the appropriate location for land use activities that produce significant amount of noise, odor, vibration, dust, and lighting on and off-site that do not produce a physical product."*

4. *Chapter 10 of the Land Development Code (LDC) defines a construction aggregate as "Materials consisting of crushed stone, gravel, crushed gravel, pebbles, limestone, dolomite, limerock, shell rock, cemented coquina, sand for use as a component of mortars, concrete, bituminous mixtures, or underdrain filters, recycled or inorganic mineral material previously used in construction, and other resources providing the basic material for concrete, asphalt, road base."*

5. *Chapter 10 of the Land Development Code (LDC) defines an aggregate storage yard as "Any parcel of land and structures thereon, that are used or devoted to processing construction aggregate (see Construction Aggregate definition) through crushing, screening, rolling, vibrating, or other similar process, and includes the transportation of construction aggregate to and from the site."*

6. *Chapter 10 of the Land Development Code (LDC) defines an aggregate processing yard as "Any parcel of land and structures thereon, that are used or devoted to storing or stockpiling construction aggregate (see Construction Aggregate definition) and includes the transportation of construction aggregate to and from the site."*

7. *Chapter 3, Section 303 of the Land Development Code requires the following conditions for all construction aggregate storage yard approvals:*

1. All processing activities shall be setback a minimum of 100 feet from all property lines. This may be reduced to 50 feet if the adjacent property consists of the following:

a. The adjacent property consists of a similarly intense industrial use;
b. The site is adjacent to an active railroad line; or
c. The adjacent property consists of a majority of environmentally sensitive lands, which prevents the future development of the property.

The Planning Commission may approve a request to vary from these setback requirements when considering the variance criteria as outlined in Section 931 of this Code.

2. If adjacent to residentially used or designated property, all processing activities shall be setback a minimum of 200 feet. This shall include residentially used or designated property across any roadway with less than 80 feet of right-of-way. The Planning Commission may approve a request to vary from this setback requirement when considering the variance criteria as outlined in Section 931 of this Code.

3. A minimum Type B Buffer shall be required along all property lines. In addition, a six foot high opaque fence shall be installed along all road rights-of-way and adjacent residentially used or designated property. This shall be installed along the interior of the required landscaping.

4. Construction aggregate processing uses are permitted to have accessory storage piles. These storage piles shall comply with the following:

a. Be setback a minimum of 50 feet from all property lines;

b. No pile shall exceed 75 feet in height. When adjacent to a residential use or residential land use district, the pile height shall be limited to 50 feet within the first 200 feet of the subject property line; and

c. The Planning Commission may approve a request to vary from these setback and height requirements when considering the variance criteria as outlined in Section 931 of this Code.

5. All processing activities and storage piles shall incorporate dust prevention measures (i.e., water spraying, etc.).

6. A construction aggregate processing use shall have direct access to a paved local commercial road, collector road or arterial road.

7. Only equipment related to the construction aggregate processing and storage shall be stored on-site.

8. *Chapter 3, Section 303 of the Land Development Code requires the following conditions for all construction aggregate storage yard approvals:*

1. Only storage shall be permitted. No processing shall take place on-site. Only loading and unloading of the construction aggregate to and from vehicles, rail cars, etc. is permitted.

2. All storage piles shall comply with the following:

a. Be setback a minimum of 50 feet from all property lines;

b. No pile shall exceed 75 feet in height. When adjacent to a residential use or residential land use district, the pile height shall be limited to 50 feet within the first 200 feet of the subject property line; and

c. The Planning Commission may approve a request to vary from these setback and height requirements when considering the variance criteria as outlined in Section 931 of this Code.

3. A minimum Type B Buffer shall be required along all property lines. In addition, an eight-foot-high opaque fence shall be installed along all road rights-of-way and adjacent residentially used or designated property. This shall be installed along the interior of the required landscaping.

4. All storage piles shall incorporate dust prevention measures (i.e. water spraying, etc.).

5. A construction aggregate storage use shall have direct access to a paved local commercial road, collector road or arterial road.

6. Only equipment related to the construction aggregate storage shall be stored onsite.

9. *The property is zoned for Oscar J. Pope Elementary, Crystal Lake Middle, George W. Jenkins Senior High.*

10. *County Fire response to this project is from Polk County Fire Rescue Station 8, located at 3325 E. Main St, Lakeland, approximately three (3.1) miles from the site. Ambulance response is from the same station.*

11. *The site is served by the Polk County Sheriff's Office Southwest District Command Center at 4120 US Highway 98 S, Lakeland, approximately 2.7 miles driving distance from the site.*

12. *The site is located within the City of Lakeland's Utility Service Area. No water or wastewater connections are proposed.*

13. *The subject property has approximately 40 feet of road frontage on Mine and Mill Road (Road No. 842702), a County-maintained Local Commercial roadway measuring twenty feet in width.*

14. *According to the Transportation Planning Organization, there is adequate capacity on State Road 659 (Combee Rd)(Link 7300 N/S) as well as other roads within the area transportation network to support the development currently.*

15. *There are no wetlands on site. There are AE flood hazard zones on the northeast portion of the subject property, but the proposed use will be outside this area.*

16. *The site is comprised of Arents-Water Complex according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey.*

17. According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is not located within a one-mile radius of endangered species.

Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee (DRC) finds that the proposed request **IS COMPATIBLE** with the surrounding land uses and general character of the area and **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code, and therefore, the DRC recommends **APPROVAL of LDCT-2023-15.**

In a public hearing held January 3, 2023, the Planning Commission voted 4:2 to recommend approval of the text amendment.

Analysis:

The need for this text amendment stems from a Large Scale Comprehensive Plan amendment completed in 2016 to change a portion of the overall parcel's Future Land Use Designation from BPC to IND. As part of staff's analysis, conditions were included that within the IND designation, Construction Aggregate, Processing and Storage could only be conducted within a specified area and Conditional Use approval would be required. This area was identified through a legal description and was located south of Mine and Mill Road. The owner sold this portion of the parcel in 2022. The applicant now seeks to gain Conditional Use approval for the use but is limited by the conditions found in Appendix E of the LDC. This request is to add approximately 2.23 acres to the legal description in Appendix E in order to proceed with the Conditional Use approval process.

Staff has completed their analysis of the proposed location for the Construction Aggregate, Processing and Storage use and finds the use is compatible with surrounding uses. Uses along Mine and Mill Road and Combee Road to the west are largely commercial and industrial in nature. IND land use has little need for urban services other than fire rescue and transportation access, although urban level services are available to the site. There are residential properties located to the north and west, but there is a large portion of the property that has a BPC future land use designation (Exhibit 2). This use is not an allowable use within BPC land use districts, and the BPC land use acts as a buffer to the properties to the north and east. The property is also densely vegetated, and it is the applicant's intention to maintain that vegetation as a natural buffer.

A construction aggregate processing and storage yard is a land use activity primarily dedicated to the outside storage and processing of aggregate materials. Aggregate will be delivered by truck, unloaded, processed, stockpiled, and hauled off site by truck. Construction aggregate processing and storage yards are typically land intensive uses that require very little urban services to support them. Even their potential retail functions have limited customer interaction. Rock hauling trucks impact roads with the weight of these trucks decreasing infrastructure. However, Mine and Mill Road is currently utilized by other industrial uses and surrounding commercial activities. Aggregate storage can also promote adverse negative effects upon neighboring property values if not properly designed and managed. It is best that they are located far from residential and retail commercial use districts, which this site achieves by placing the facility in the southwest corner of the property. All the required setbacks outlined in Section 303 are met. The site will maintain significant dense vegetation to the north and east where abutting residential properties. The

environmental impacts are possible with materials seeping into ground or surface waters, but this use at this site is compatible with one of its environmental limitations (poorly drained soils).

This site is surrounded by IND and BPC-2 Future Land Use Map districts to the south and west. Residential Suburban (RS) land use districts are found to the north and east, and the properties are primarily developed with mobile homes. The closest home to the proposed area the applicant has requested to add to Appendix E is over 200 feet from the designated use area. This location is not likely to cause any measurable decline in the property values in the immediate area. The project is subject to LDC Section 303, Construction Aggregate Processing and Storage Yards (see Findings of Fact for Standard Conditions). Staff is recommending approval of the text amendment.

Limits of the Proposed Ordinance

The scope of the amendment is limited adding the legal description for the proposed location of the Construction Aggregate, Processing and Storage use to Appendix E to allow the applicant to apply for a Conditional Use approval. Approval of this text amendment will still require the CU application, a public hearing, and approval by Planning Commission.

Consistency with the Comprehensive Plan & Land Development Code

The request is consistent with the Comprehensive Plan and the Land Development Code as noted before. The proposed use is consistent with the standards of the Future Land Use District and the applicant has demonstrated compliance with Section 303 of the LDC including buffering from neighboring residential uses.

Comments from Other Agencies: None

Draft Ordinance: Under separate attachment

Exhibits

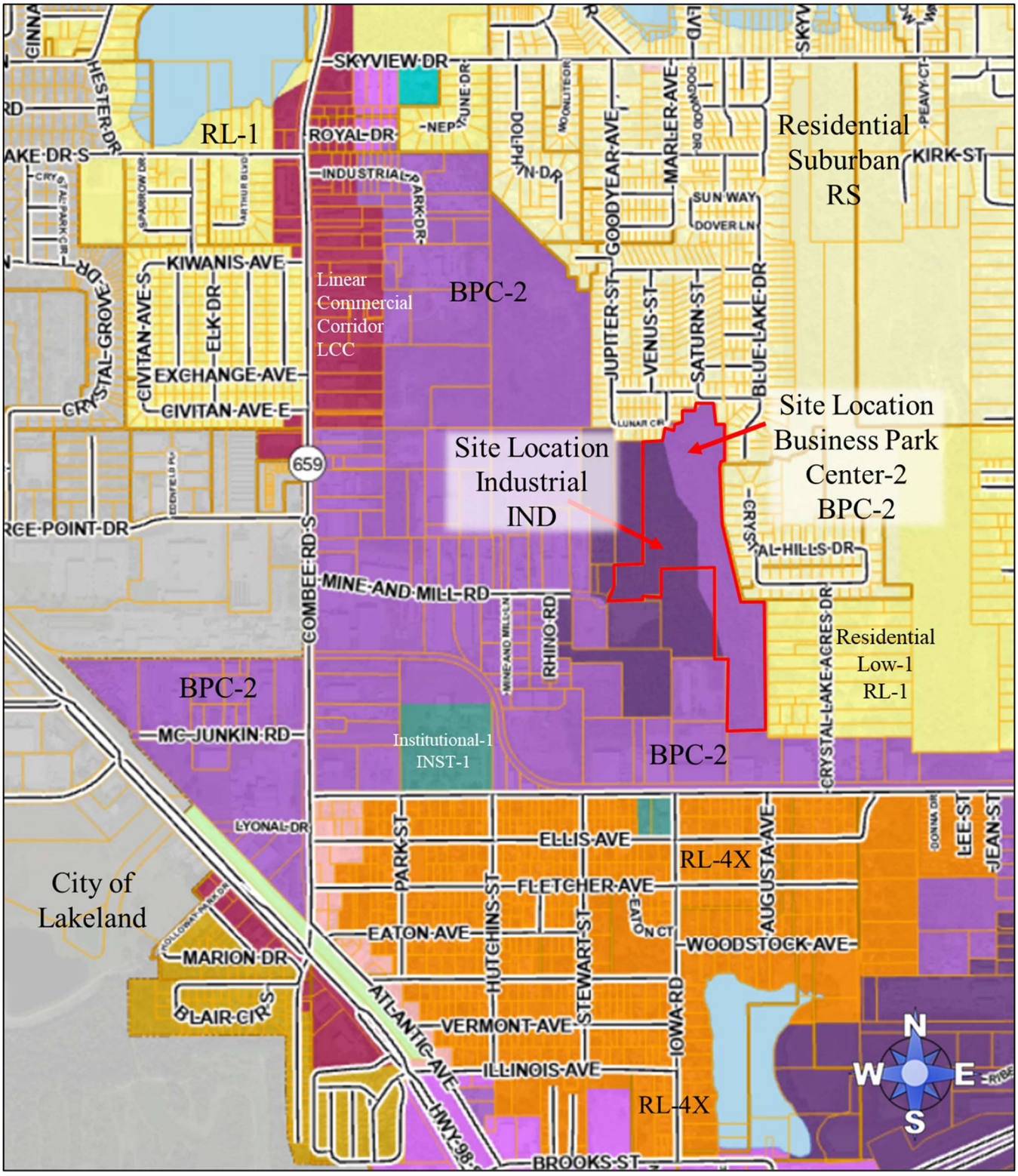
Exhibit – 1 Legal Description
Exhibit – 2 Future Land Use Map
Exhibit – 3 Proposed Use Area

LEGAL DESCRIPTION:

A parcel of land being a portion of the Northeast 1/4 of the Southwest 1/4 of Section 27, Township 28 South, Range 24 East, Polk County, Florida, described as follows:

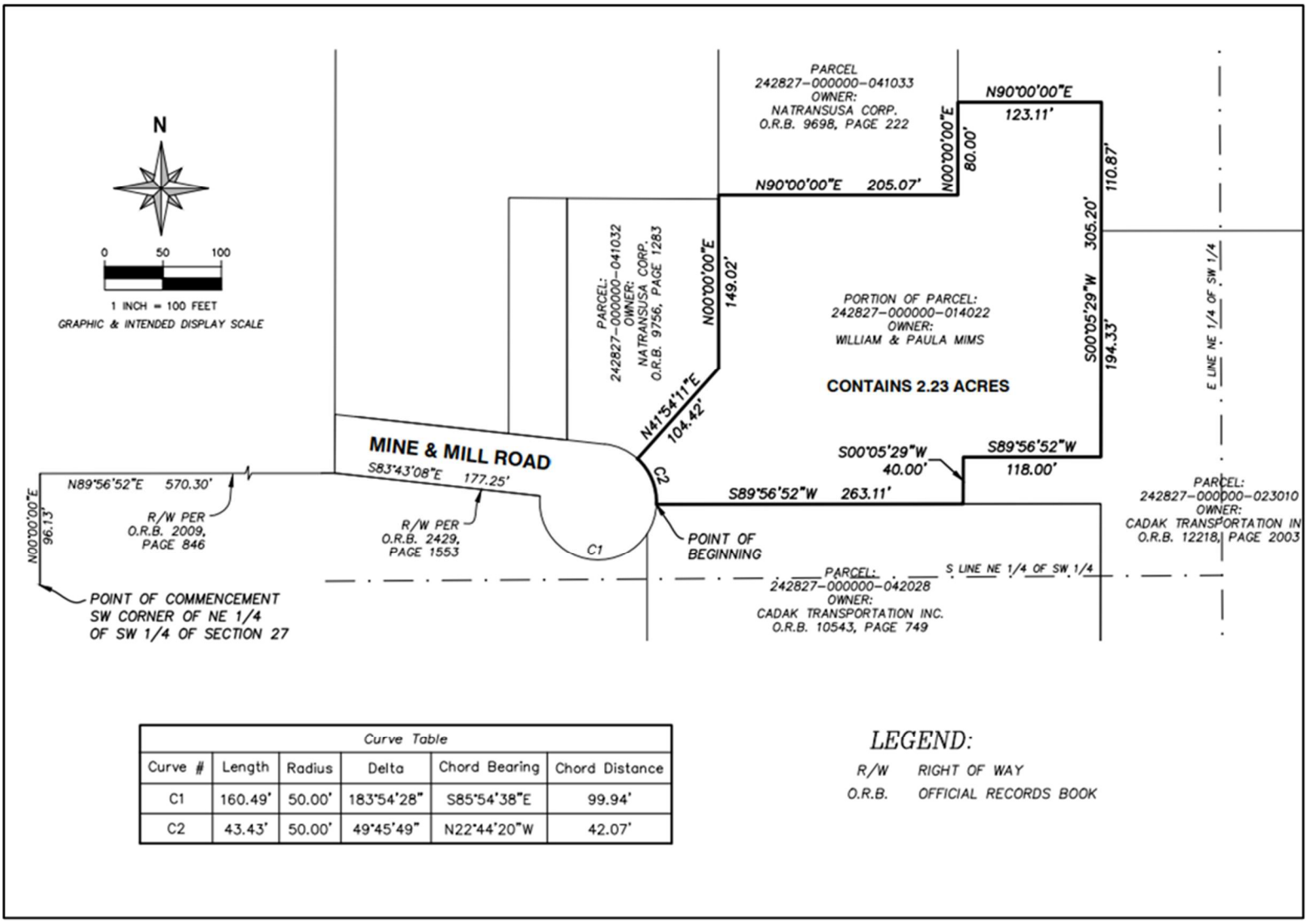
Commence at the SW corner of the NE 1/4 of the SW 1/4 of said Section 27; thence N00°00'00"E along the West line of said NE 1/4 of the SW 1/4 a distance of 96.13 feet to the South right of way line of Mine and Mill Road as recorded in Official Records Book 2009, Page 846, Public Records of Polk County, Florida; thence N89°56'52"E along said right of way line a distance of 570.30 feet; thence S83°43'08"E along said right of way line of Mine and Mill Road as recorded in Official Records Book 2429, Page 1553 a distance of 177.25 feet to a point on a non-tangent curve concave to the North having a radius of 50.00 feet; thence Southeasterly along said curve through a central angle of 183°54'28" an arc length of 160.49 feet (Chord Bearing = S85°54'38"E, Chord = 99.94 feet) to the Point of Beginning at the NW corner of the parcel recorded in Official Records Book 10543, Page 749 of the public records of Polk County, Florida; thence continue along said curve through a central angle of 49°45'49" an arc length of 129.88 feet (Chord Bearing = N22°44'20"W, Chord = 42.07 feet) to the southernmost corner of a parcel recorded in Official Records Book 9756, Page 1283 of the public records of Polk County, Florida; thence along the boundary of said parcel for the following two courses; (1) N41°54'11"E a distance of 104.42 feet; (2) N00°00'00"E a distance of 149.02 feet to a point on the South line of the parcel recorded in Official Records Book 9698, Page 222 of the public records of Polk County, Florida; thence along the boundary of said parcel for the following two courses; (1) N90°00'00"E a distance of 205.07 feet; (2) N00°00'00"E a distance of 80.00 feet; thence N90°00'00"E a distance of 123.11 feet; thence S00°05'29"W a distance of 110.87 feet to the Northwest corner of the parcel recorded in Official Records Book 12218, Page 2003 of the public records of Polk County, Florida; thence along the boundary of said parcel the following three calls; (1) S00°05'29"W a distance of 194.33 feet; (2) S89°56'52"W a distance of 118.00 feet; (3) S00°05'29"W a distance of 40.00 feet to a point on the North line of aforesaid parcel recorded in Official Records Book 10543, Page 749; thence S89°56'52"W along said North line a distance of 263.11 feet to the Point of Beginning.

Legal Description



Future Land Use Map

Exhibit 3



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	160.49'	50.00'	183°54'28"	S85°54'38"E	99.94'
C2	43.43'	50.00'	49°45'49"	N22°44'20"W	42.07'

LEGEND:

R/W RIGHT OF WAY

O.R.B. OFFICIAL RECORDS BOOK

Proposed Use Area

ORDINANCE NO. 24-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA, LAND DEVELOPMENT CODE AMENDMENT **LDCT-2023-15**, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, AMENDING APPENDIX E, SECTION E105.E CPA 16C-02, SUBSECTION 3 TO ADD ADDITIONAL DEFINED AREA TO THE BOUNDARIES DEPICTED FOR CONSTRUCTION AGGREGATE, PROCESSING AND STORAGE AREA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on January 3, 2024; and

WHEREAS, the Board held two public hearings on February 6, 2024 and February 23, 2024, wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public hearings, and provided for necessary revisions, if any.

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

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

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

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

b) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on January 3, 2024, to consider the LDC text amendments contained within Application LDCT-2023-15 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendments contained within Application LDCT-2023-15

c) The adoption of LDCT-2023-15 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Appendix E Parcel Specific Comprehensive Plan Amendments with Conditions, Section E105.E CPA 16C-2 Subsection 3 of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Appendix E, Parcel Specific Comprehensive Plan Amendments with Conditions

E.

CPA 16C-02 - Parcel IDs #: 242827-000000-014022, 242827-000000-014001, 242827-000000-041011, 242827-000000-041030, 242827-000000-041032 and 242827-000000-041033

1.

Applicability

The provisions and requirements of this Subsection apply to the subject site, the boundaries of which are shown on the Future Land Use Map Series and Land Use District maps, more particularly those depicted in the panel showing Range 24, Township 24, and Section 27. The site is legally described as:

THE FOLLOWING THREE PARCELS OF LAND RECORDED IN O.R. BOOK 9414, PAGE 1026, IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, ALSO BEING REFERENCED IN THE DEED AS PARCEL ID# 242827-000000-014022, PARCEL ID# 242827-000000-041001, PARCEL ID # 242827-000000-041011.

AND

THE PARCEL OF LAND RECORDED IN O.R. BOOK 6613, PAGE 1593, IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, ALSO KNOWN AS PARCEL ID# 242827-000000-041030.

AND

THE PARCEL OF LAND RECORDED IN O.R. BOOK 9698, PAGE 222, IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, ALSO KNOWN AS PARCEL ID# 242827-000000-041033.

AND

THE PARCEL OF LAND RECORDED IN O.R. BOOK 9693, PAGE 240, IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, ALSO KNOWN AS PARCEL ID# 242827-000000-041032.

2.

Salvage Yards and outdoor activity shall not be within 300 feet from residential land uses. The 300 foot buffer can count towards the minimum 10 acre requirement for a salvage yard.

3.

Construction Aggregate, Processing and Storage shall be limited to a defined area as described by legal description and map depicted below:

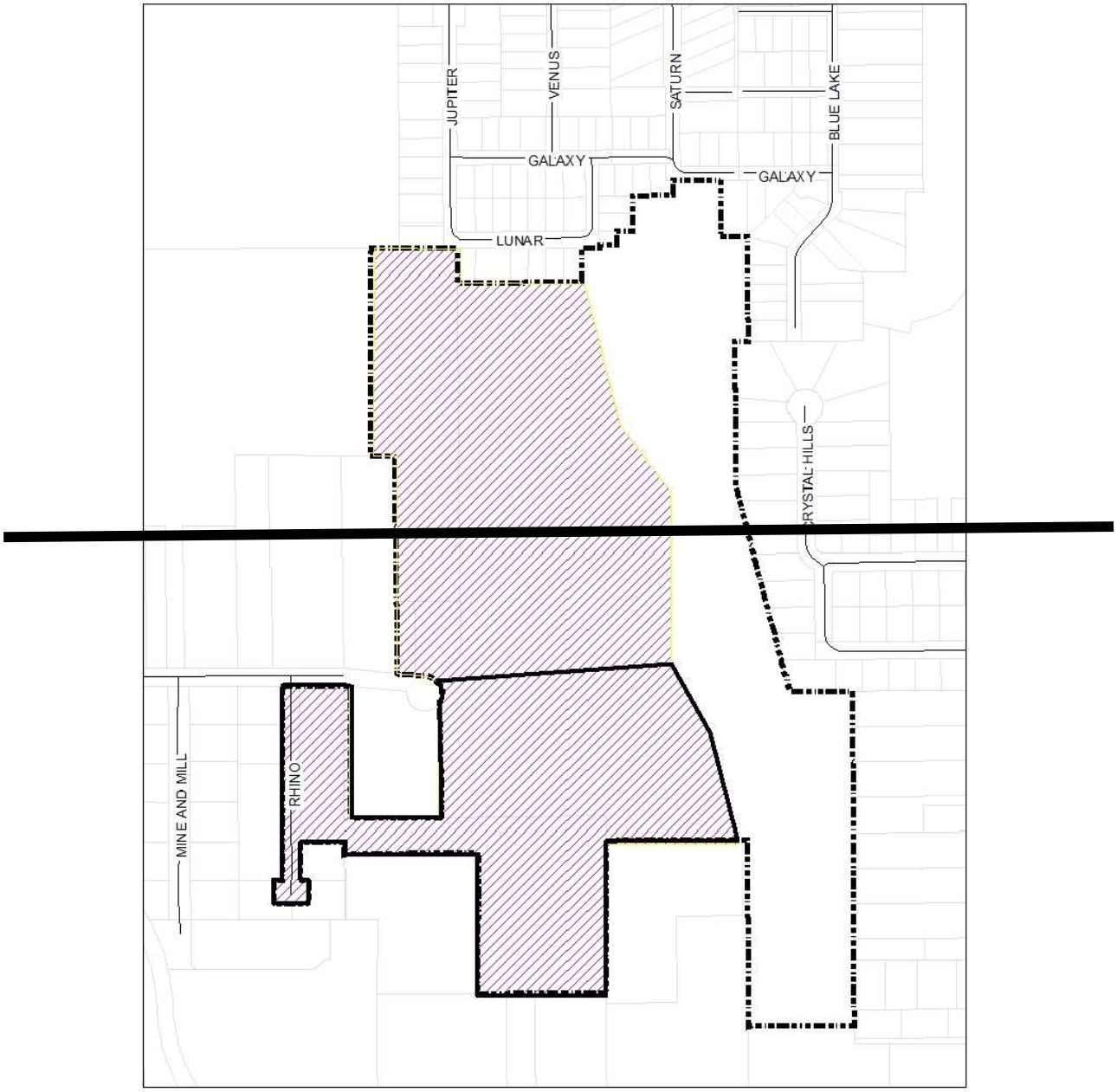
A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SW CORNER OF THE NE ¼ OF THE SW ¼ OF SECTION 27, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA; THENCE N 00°00'00" E, ALONG THE WEST LINE OF SAID NE ¼ OF THE SW ¼, A DISTANCE OF 96.13 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MINE AND MILL ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 2009, PAGE 846, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N 89°56'52" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 395.47 FEET TO THE POINT OF BEGINNING; CONTINUE N 89°56'52" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF MINE AND MILL ROAD, 174.82; THENCE S83°46'29"E, ALONG SAID SOUTH RIGHT-OF- WAY LINE, 15.08 FEET; THENCE S00°05'29"W, 375.36 FEET; THENCE EAST, 253.00 FEET; THENCE N00°05'29"E, 325.24 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVED WESTERLY HAVING A RADIUS OF 50.00 FEET, CHORD BEARING OF N07%%d15'39"W AND A CHORD DISTANCE OF 65.37 FEET, SAID POINT BEING ON THE RIGHT-OF-WAY LINE OF SAID MINE AND MILL ROAD; THENCE NORTHERLY ALONG SAID CURVE THRU A CENTRAL ANGLE OF 81%%d38'42", AN ARC LENGTH OF 71.25 FEET TO THE END OF SAID CURVE; THENCE N85°58'05"E, 664.44 FEET; THENCE S28°59'30"E, 219.88 FEET; THENCE S14°41'53"E, 323.86 FEET; THENCE WEST, 375.00 FEET; THENCE SOUTH, 430.78 FEET; THENCE WEST 360.52 FEET; THENCE NORTH, 399.50 FEET; THENCE WEST 375.65 FEET; THENCE NORTH, 36.67 FEET; THENCE WEST, 125.01 FEET; THENCE SOUTH, 109.57 FEET; THENCE EAST, 25.09 FEET; THENCE SOUTH, 65.00 FEET; THENCE WEST, 100.00 FEET; THENCE NORTH 65.00 FEET; THENCE EAST 25.09 FEET; THENCE NORTH, 549.68 FEET RETURNING TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 651,972 SQUARE FEET OR 14.97 ACRES, MORE OR LESS.

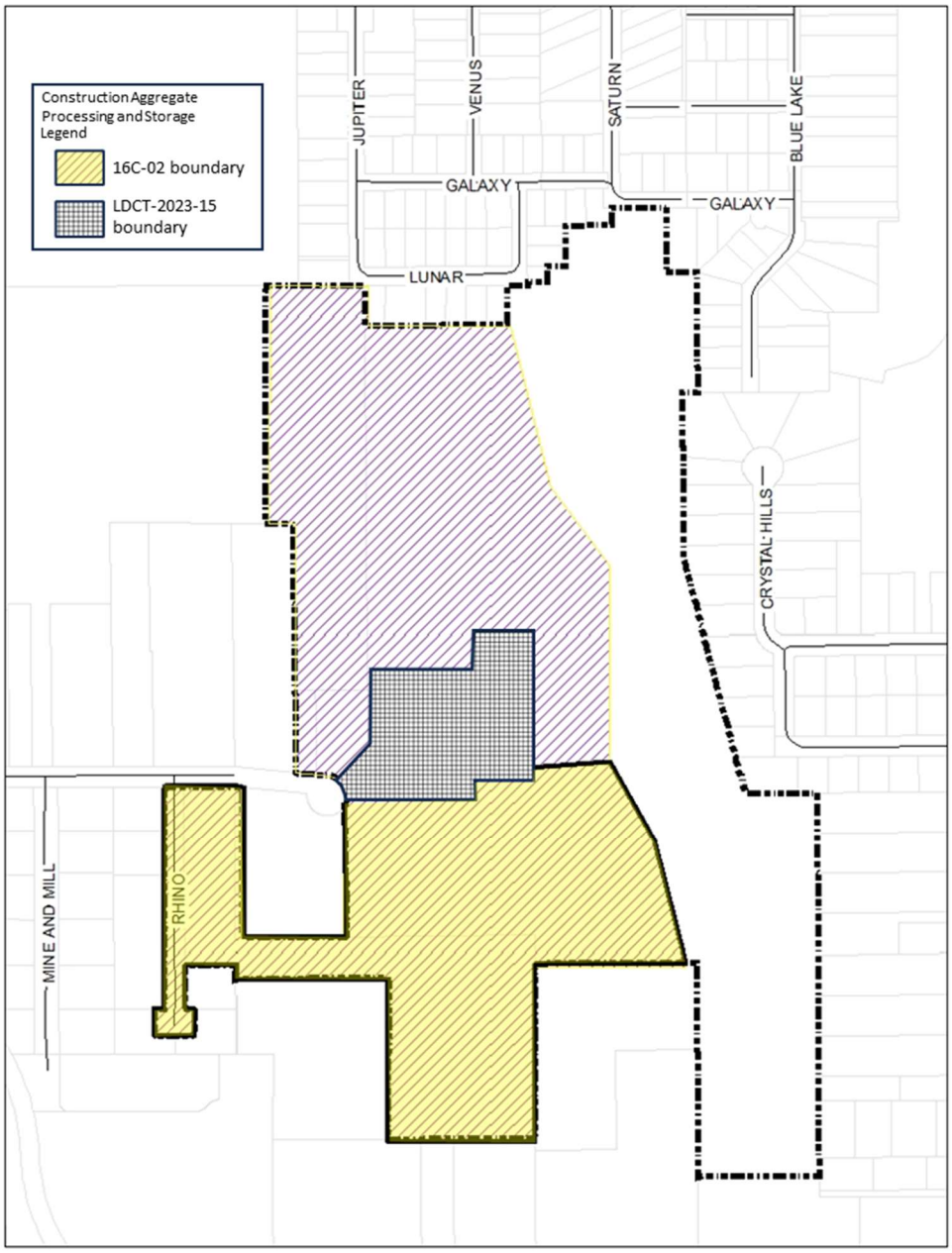
AND

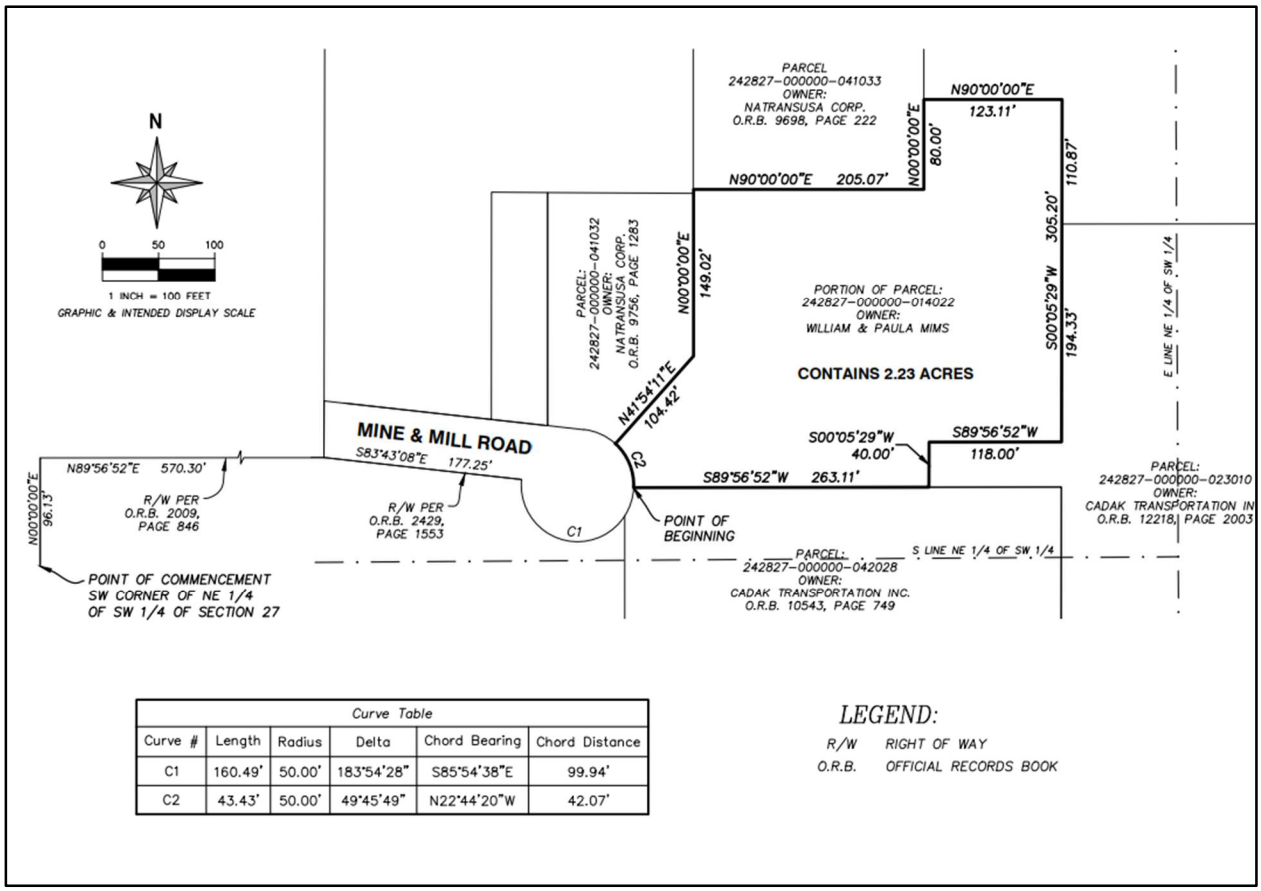
A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID

SECTION 27; THENCE N00°00'00"E ALONG THE WEST LINE OF SAID NE 1/4 OF THE SW 1/4 A DISTANCE OF 96.13 FEET TO THE SOUTH RIGHT OF WAY LINE OF MINE AND MILL ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 2009, PAGE 846, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N89°56'52"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 570.30 FEET; THENCE S83°43'08"E ALONG SAID RIGHT OF WAY LINE OF MINE AND MILL ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 2429, PAGE 1553 A DISTANCE OF 177.25 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 183°54'28" AN ARC LENGTH OF 160.49 FEET (CHORD BEARING = S85°54'38"E, CHORD = 99.94 FEET) TO THE POINT OF BEGINNING AT THE NW CORNER OF THE PARCEL RECORDED IN OFFICIAL RECORDS BOOK 10543, PAGE 749 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°45'49" AN ARC LENGTH OF 129.88 FEET (CHORD BEARING = N22°44'20"W, CHORD = 42.07 FEET) TO THE SOUTHERNMOST CORNER OF A PARCEL RECORDED IN OFFICIAL RECORDS BOOK 9756, PAGE 1283 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PARCEL FOR THE FOLLOWING TWO COURSES; (1) N41°54'11"E A DISTANCE OF 104.42 FEET; (2) N00°00'00"E A DISTANCE OF 149.02 FEET TO A POINT ON THE SOUTH LINE OF THE PARCEL RECORDED IN OFFICIAL RECORDS BOOK 9698, PAGE 222 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PARCEL FOR THE FOLLOWING TWO COURSES; (1) N90°00'00"E A DISTANCE OF 205.07 FEET; (2) N00°00'00"E A DISTANCE OF 80.00 FEET; THENCE N90°00'00"E A DISTANCE OF 123.11 FEET; THENCE S00°05'29"W A DISTANCE OF 110.87 FEET TO THE NORTHWEST CORNER OF THE PARCEL RECORDED IN OFFICIAL RECORDS BOOK 12218, PAGE 2003 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE CALLS; (1) S00°05'29"W A DISTANCE OF 194.33 FEET; (2) S89°56'52"W A DISTANCE OF 118.00 FEET; (3) S00°05'29"W A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH LINE OF AFORESAID PARCEL RECORDED IN OFFICIAL RECORDS BOOK 10543, PAGE 749; THENCE S89°56'52"W ALONG SAID NORTH LINE A DISTANCE OF 263.11 FEET TO THE POINT OF BEGINNING.


JUPITER
VENUS
SATURN
BLUE LAKE
GALAXY
GALAXY
LUNAR
CRYSTAL HILLS
MINE AND MILL
RHINO


Construction Aggregate Processing and Storage Legend
16C-02 boundary
LDCT-2023-15 boundary
JUPITER
VENUS
SATURN
BLUE LAKE
GALAXY
GALAXY
LUNAR
CRYSTAL HILLS
MINE AND MILL
RHINO



Curve Table

Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	160.49'	50.00'	183°54'28"	S85°54'38"E	99.94'
C2	43.43'	50.00'	49°45'49"	N22°44'20"W	42.07'

LEGEND:

R/W RIGHT OF WAY
O.R.B. OFFICIAL RECORDS BOOK

SECTION 3: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE

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

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this 20th day of February 2024.

Amy Little Senior Planner

Polk County Land Development Division

Contact

Phone
(863) 534-7687

Email:
AmyLittle@polk-county.net

Education

University of Central Florida
2021 – present

- **Master of Public Administration Program**
  Expected Completion Date
  Spring 2025

Polk State College 2012-2017

- **Bachelor of Applied Science in Business Administration**

Indian River State College 1998-2011

- **Associate of Arts**

Expertise

Research and Analysis
Land Planning
Permitting Procedures
Strong Computer Skills
Written Communication

Certifications

Public Notary

Summary

Motivated and resourceful with over 8 years of experience with Polk County throughout various divisions, bringing this diversity and knowledge to the Polk County Land Development Division. Most recently transferred from the Polk County Building Division where she assisted the division with the analysis and implementation of the Land Development Code and providing resources to staff for better consistency in permit processing.

Experience

Senior Planner • Polk County Land Development Division • 2021-Present
Researching and reviewing applications and site plans for consistency with the Land Development Code and Comprehensive Plan. Preparing detailed staff reports in association with applicant and County-generated requests. Presenting to the BoCC, Planning Commission and Land Use Hearing Officer. Responsible for coordinating Land Use Hearing Officer meetings for variance and special exception requests. Coordinating with other departments and jurisdictions on land use related matters and providing training for Land Development Code amendments. Training and assisting planning staff with site plan review, staff report writing, and interpretation of the Land Development Code.

Development Review Specialist • Polk County Building Division • 2019-2021
Researching and reviewing building permits, parcel history and land use districts, working with Land Development to ensure permitting meets standards approved through the division. Assisting permitting staff and management in the application of the Land Development Code. Preparing resources for permit technicians and planning staff for consistency with existing and new subdivisions and non-residential projects.

Permit Technician • Polk County Building Division • 2017–2019
Performed permitting for commercial and residential projects, including researching and reviewing permits for consistency with the Polk County Land Development Code. Issuing certificates of occupancy for new structures, both commercial and residential. Assisting in training of new employees in permitting procedures and Land Development Code application.

Code Enforcement Specialist II • Polk County Code Enforcement Division • 2016–2017
Assisted the Special Magistrate Coordinator with properties in violation of County Ordinance and/or Land Development Code. Processed orders from the Special Magistrate for abatement, Notices of Violation with required compliance dates, notices of non-compliance and lien imposition.

Records Technician • Polk County Information Technology Division • 2015–2016
Processed record requests in the Building Division for historical permit information, including County-approved engineered plans, permit applications, and site plans. Assist permit technicians and plans examiners with parcel research.

White, Margo

From: LoriD <ldorzinsky@gmail.com>
Sent: Thursday, February 1, 2024 9:34 PM
To: Lindsey, George; Wilson, Rick; Braswell, Bill; Santiago, Martha; Combee, Neil; Kaufman, Angela; White, Margo
Subject: [EXTERNAL]: Buckland residence

[You don't often get email from ldorzinsky@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

I strongly object to both Case #: LDCT-2023-15 and LDCU-2023-19

I have major concerns with this Facility, including, but not limited to:
- deterioration of air quality due to the introduction of carcinogenic cement dust which has the potential to cause cancer or respiratory problems especially for high risk populations (old and young)
- increased dust pollution everywhere in our homes from the trucks and Facility operation -more truck traffic on Combee Road. The referenced traffic study is outdated
- increased noise pollution from concrete slab crushing process and truck traffic
- increased air pollution from all the machinery and trucks' emissions
- environmental concerns for water required to control cement dust, the effect on existing wells & the runoff into the lakes etc
- the negative effect on property value
- do the referenced codes reflect the newest science and research data on air, noise, water and other environmental pollution?
-does the County have enough resources to ensure all the codes are monitored and enforced?
-huge negative impact the Oscar J Pope Elementary School, only 600-700 yards away!

This proposed Facility will negatively affect the nearby residents' health, their quality of life, their peacefulness, the cleanliness of their homes and the environment they love, and, their property values.

This proposed Facility will literally be in some residents' back yard.

Would you want this Facility in your back yard or any of your family members' backyard?

I STRONGLY oppose the above mentioned cases.

Lori Dorzinsky
Friend of Dianne Buckland
1626 Blue Lake Drive
SkyView Estates #1
Lakeland, Florida
33801 Sent from my iPad

White, Margo

From: Suggs, Kay on behalf of Braswell, Bill
Sent: Wednesday, January 31, 2024 2:43 PM
To: White, Margo
Subject: FW: [EXTERNAL]: Subject: Case #:LDCT-2023-15 and Case #LDCU-2023-19

From: Dianne Buckland <dibuckland6@gmail.com>
Sent: Wednesday, January 31, 2024 11:29 AM
To: Lindsey, George <GeorgeLindsey@polk-county.net>; Wilson, Rick <RickWilson@polk-county.net>; Braswell, Bill <BillBraswell@polk-county.net>; Santiago, Martha <MarthaSantiago@polk-county.net>; Combee, Neil <NeilCombee@polk-county.net>; Kaufman, Angela <AngelaKaufman@polk-county.net>; White, Margo <MargoWhite@polk-county.net>
Subject: [EXTERNAL]: Subject: Case #:LDCT-2023-15 and Case #LDCU-2023-19

You don't often get email from dibuckland6@gmail.com. Learn why this is important

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I STRONGLY oppose the above mentioned cases.

SCANNED

Dianne Buckland
Owner
1626 Blue Lake Drive
SkyView Estates #1
Lakeland, Florida
33801

White, Margo

From: Susanne Pierson <sp.again@gmail.com>
Sent: Tuesday, January 30, 2024 1:20 PM
To: Lindsey, George; Wilson, Rick; Braswell, Bill; Santiago, Martha; Combee, Neil; Kaufman, Angela; White, Margo
Subject: [EXTERNAL]: Case #:LDCT-2023-15 and Case #LDCU-2023-19

You don't often get email from sp.again@gmail.com. Learn why this is important

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I STRONGLY oppose the above mentioned cases.
Susanne Pierson
Cousin of ...of Dianne Buckland
1626 Blue Lake Drive
SkyView Estates #1
Lakeland, Florida
33801

White, Margo

From: Suggs, Kay on behalf of Braswell, Bill
Sent: Wednesday, January 31, 2024 11:27 AM
To: White, Margo
Subject: FW: [EXTERNAL]: Case #:LDCT-2023-15 and case #LDCU-2023-19

-----Original Message-----
From: Cynthia Polk <cynthia_polk1@hotmail.com>
Sent: Monday, January 29, 2024 5:38 PM
To: Lindsey, George <GeorgeLindsey@polk-county.net>; Wilson, Rick <RickWilson@polk-county.net>; Braswell, Bill <BillBraswell@polk-county.net>; Santiago, Martha <MarthaSantiago@polk-county.net>; Combee, Neil <NeilCombee@polk-county.net>; Kaufman, Angela <AngelaKaufman@polk-county.net>; White, Margo <MargoWhite@polk-county.net>
Subject: [EXTERNAL]: Case #:LDCT-2023-15 and case #LDCU-2023-19

[You don't often get email from cynthia_polk1@hotmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

SCANNED

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I STRONGLY oppose the above mentioned cases.

Cynthia Polk

Friend of
Dianne Buckland
1626 Blue Lake Drive
SkyView Estates #1
Lakeland, Florida
33801

Sent from my iPhone

White, Margo

From: Suggs, Kay on behalf of Braswell, Bill
Sent: Wednesday, January 31, 2024 11:27 AM
To: White, Margo
Subject: FW: [EXTERNAL]: Case #:LDCT-2023-15 and Case #LDCU-2023-19

From: Karen Kelly <kqkarenkelly@gmail.com>
Sent: Monday, January 29, 2024 4:21 PM
To: Lindsey, George <GeorgeLindsey@polk-county.net>; Wilson, Rick <RickWilson@polk-county.net>; Braswell, Bill <BillBraswell@polk-county.net>; Santiago, Martha <MarthaSantiago@polk-county.net>; Combee, Neil <NeilCombee@polk-county.net>; Kaufman, Angela <AngelaKaufman@polk-county.net>; White, Margo <MargoWhite@polk-county.net>
Subject: [EXTERNAL]: Case #:LDCT-2023-15 and Case #LDCU-2023-19

You don't often get email from kqkarenkelly@gmail.com. Learn why this is important

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I STRONGLY oppose the above mentioned cases.

Karen & Greg Kelly
Friends of Dianne Buckland
1626 Blue Lake Drive
SkyView Estates #1
Lakeland, Florida
33801

White, Margo

From: Suggs, Kay on behalf of Braswell, Bill
Sent: Wednesday, January 31, 2024 11:27 AM
To: White, Margo
Subject: FW: [EXTERNAL]: Case #:LDCT-2023-15 and Case #LDCU-2023-19

From: KIM WHITE <whitetk@rogers.com>
Sent: Monday, January 29, 2024 11:01 AM
To: Lindsey, George <GeorgeLindsey@polk-county.net>; Braswell, Bill <BillBraswell@polk-county.net>; Wilson, Rick <RickWilson@polk-county.net>; Santiago, Martha <MarthaSantiago@polk-county.net>; Combee, Neil <NeilCombee@polk-county.net>; Kaufman, Angela <AngelaKaufman@polk-county.net>; White, Margo <MargoWhite@polk-county.net>
Subject: [EXTERNAL]: Case #:LDCT-2023-15 and Case #LDCU-2023-19

You don't often get email from whitetk@rogers.com. Learn why this is important

Subject: Case #:LDCT-2023-15 and Case #LDCU-2023-19

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I STRONGLY oppose the above mentioned cases.

Teresa & Kim White
Friends of Dianne Buckland
1626 Blue Lake Drive

SkyView Estates #1
Lakeland, Florida
33801

From:	Little, Amy
To:	Jonn Jerrett
Cc:	Kaufman, Angela
Subject:	FW: [EXTERNAL]: Re: LDCU-2023-19
Date:	Tuesday, January 2, 2024 7:32:15 AM
Attachments:	image002.png 1 - LDCT-2023-15 Mine and Mill Text Amendment Staff Report.pdf

Good morning Mr. Jarrett,

I am forwarding your email to the Planning Commission clerk to be included with the packet that the Planning Commissioners will review prior to the hearing tomorrow.

The property was part of a conditional Comprehensive Plan Amendment in 2016 in which the use was limited to a specific portion of the parcel. That portion of the parcel has since been sold from the subject parcel, and in order for the applicant to continue with the Conditional Use permit for the use, a text amendment to the Land Development Code is required to add the legal description of a portion of the subject property to the area where construction aggregate can be located. This is the case that is going to Planning Commission on January 3rd. The text amendment will require three hearings, one with Planning Commission on January 3rd, then two hearings with the Board of County Commissioners on January 23rd and February 6th.

This will provide residents four opportunities to express their concerns with the project. I have attached the staff report for the text amendment for your review. Tomorrow's hearing will not render a decision on the matter; the Planning Commission will provide their recommendation to the Board, which will be presented January 23rd and February 6th. At the February 6th hearing, the Board will render a decision on the text amendment. If approved, the Conditional Use request will be presented to the Planning Commission on March 6th. That hearing will render the decision on whether the use can be placed on the site.

Please feel free to contact me should you have any further questions.

POLK COUNTY

SCANNED

Amy Little
Senior Planner
Land Development Division
Polk County Board of County Commissioners
330 West Church Street, PO Box 9005
Bartow, FL 33831-9005
amylittle@polk-county.net www.polk-county.net

From: Jonn Jerrett <jonjerret@gmail.com>
Sent: Monday, January 1, 2024 12:32 PM
To: Little, Amy <AmyLittle@polk-county.net>
Subject: [EXTERNAL]: Re: LDCU-2023-19

You don't often get email from jonjerret@gmail.com. Learn why this is important

I understand that the hearing for the Aggregate Mill is going to be heard on Jan 3rd at Polk County seat. So here is what MIGHT happen. If approved, I will be contacting my union rep back in Texas. From there, he will send me to the groups that helped him and his attorney. You know of the environmentalist groups in the country, and I am sure we will find one to fund the sampling. The other problem you may need to be aware of is if other pollutants are discovered and what that might mean to other businesses in the area. This may be bigger than I think it is.

I understand you follow county restrictions. Sure, I get that. So did this installation where I worked. Federal standards are just that. I am sure you all understand what I am saying.

We already have drones that have been purchased for this purpose, so if they get sprayers and shroud They best be using them.

Put this thing out in the countryside and not next to the poor and senior communities. That is what gives Republicans an awful name.

John Jarrett

On Fri, Aug 11, 2023 at 8:40 PM Jonn Jerrett <jonjerret@gmail.com> wrote:

> Ms Little,
>
> Thank you so much for your email. As you already know we have a manure manufacturer in our area. While you may be meeting the county restriction as far as I am being told air monitoring devices and ground sampling will be established if this concrete repurposing plant is established. I feel this will end up causing more harm than good for the business owner, and the county in the long run.
>
> Of course, we will have to wait to see what the outcome of these samples will be but I am sure the answer to my question is if any of the commissioners would want this type of plant next to their homes. The answer would be no.
>
> A little history of me. I work at a federal installation that lost the largest asbestos suit against the Federal government. I remember the tactics used in acquiring this action. While I did not participate in this legal action, I am still in contact with those that did.
>
> You all do not want this in your back yard and neither do we. What is good for the goose should

be good for the gander. With all of the industrial work sights and installations in this area adding insult to injury might be far more detrimental to the patrons that live around this area. The EPA and OSHA (for the workforce) place far more restrictions on rock crushers than Polk County and I bet in a state or federal court a judge at a higher will side with the federal government standards and regulations. Especially with air quality testing working in our favor.

Less restrictive can be dangerous. Not in all circumstances but in some. It seems you are expecting a lot out of the buffer zones minus winds.

Again, I think placing this Rock Crusher for repurposing concrete that produces Silica, GRC, and other particulates is a horrible idea. I have seen the faces and testimonies of those that have suffered from air pollutants at my work old work sight. I am suffering from them now.

I recently sent an email to Ms. Kaufman about advancements in Hydrogen power. I think our commissioners could be reaching a bit higher than imposing a Rock Crusher around poor neighborhoods.

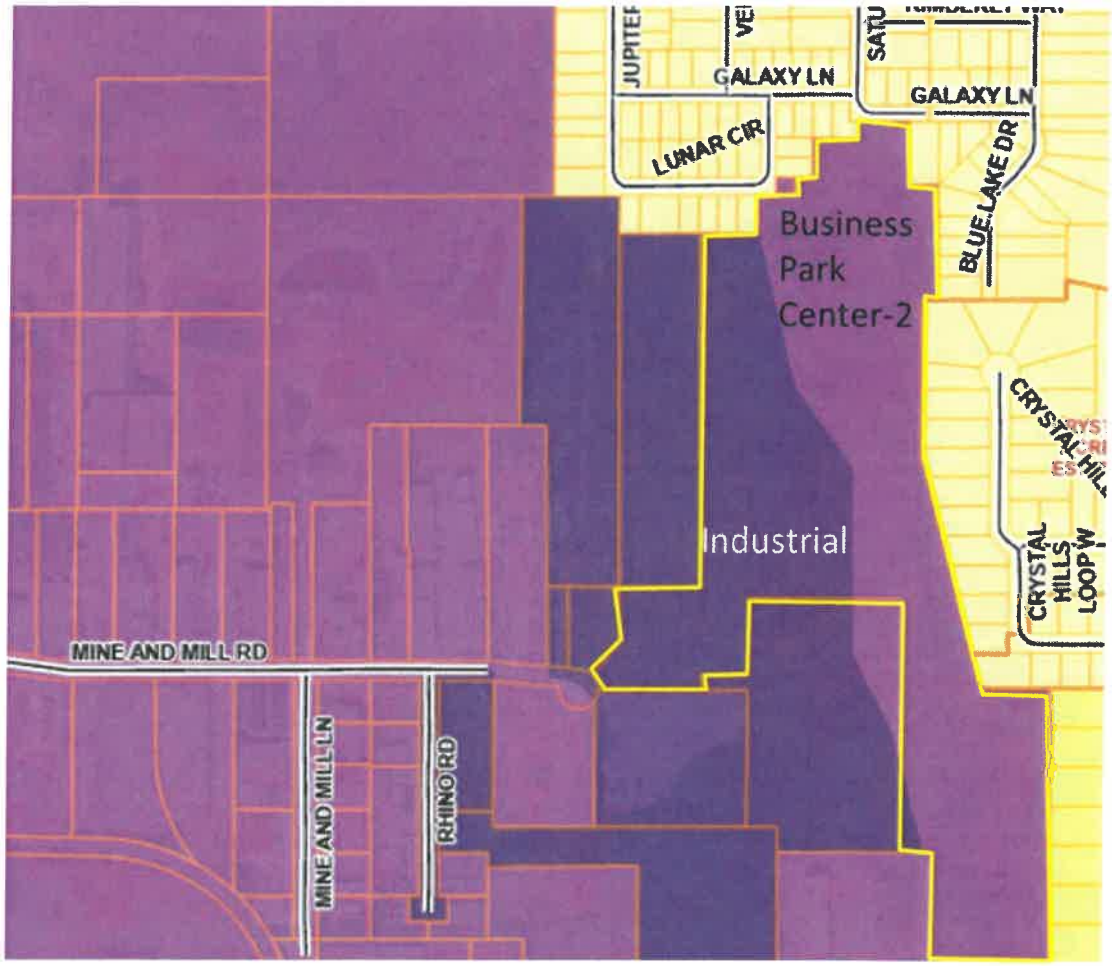
John Jarrett

It will be your decision to make.
Psalm 41:1 Blessed is the one who considers the poor! In the day of trouble, the Lord delivers him; Psalm 72:12 For he delivers the needy when he calls, the poor and him who has no helper. Proverbs 14:21 Whoever despises his neighbor is a sinner, but blessed is he who is generous to the poor.

On Fri, Aug 11, 2023 at 9:38 AM Little, Amy <AmyLittle@polk-county.net> wrote:

> Good morning Mr. Jarret,
>
> I attempted to contact you via phone call, but the phone number Angela in Land Development Processing provided states the wireless user is unavailable. I have your number listed as 863-670-8540. Please let me know if that is not correct. My apologies if I have the wrong number.
>
> Staff has received your correspondence regarding the Conditional Use request on Mine and Mill Road for the Construction Aggregate and Processing use. I wanted to reach out to discuss your questions and concerns regarding this use.
>
> The Polk County Land Development Code Section 303 provides conditions for Construction Aggregate and Processing. I have attached this section of the code so that you may review the conditions. The conditions include increased setbacks from property lines compared to other uses, landscape buffers with 6-foot opaque fencing requirements along the property

boundaries, and dust prevention measures. The applicant's site plan meets all of the required standards, and the proposed use, if approved, would be located in the southwest corner of the property, with the closest residential property located 200 feet to the east. The subject property has both Industrial and Business Park Center-2 land use designations. Please see the map below:



The use, if approved, would only be able to be developed in the dark purple portion of the lot, leaving the lighter purple acreage as an additional buffer to the residential uses to the north and east. The proposed site plan indicates all of the established vegetation at the northeast of the subject site will remain as a buffer as well.

Many of your concerns, including EPA regulations, OHSA requirements and labor laws, are out of the purview of Polk County, as there are State and Federal laws that apply. The use, if approved, will need to follow all County, State, and Federal laws that relate to the operation.

This use requires a public hearing and the decision will be made by the members of the Planning Commission. Staff is recommending approval based upon the provided site plan meeting the Land Development Code requirements and being consistent with the Comprehensive Plan. I encourage you to attend the Planning Commission hearing on September 6th to make your concerns known. Your correspondence will also be included in the

final agenda packet reviewed by the Planning Commission so they will be aware of your concerns.

Please feel free to contact me if you have any further questions or concerns.

POLK COUNTY

Amy Little
Senior Planner
Land Development Division
Polk County Board of County Commissioners
330 West Church Street, PO Box 9005
Bartow, FL 33831-9005
amylittle@polk-county.net www.polk-county.net

From: COLLEEN STALEY
To: Kaufman, Angela
Subject: [EXTERNAL]: Fwd: Case Number LDWA-2023-5
Date: Tuesday, January 2, 2024 12:51:53 PM

You don't often get email from colleenok7@aol.com. Learn why this is important

Sent from my iPhone

Begin forwarded

I am writing concerning Case Number LDWA-2023-58 requesting a Residential Access Waiver to access through a platted residential lot with the intent of creating four (4) residential lots. The subject property is located at 3202 Silver Fox Path.

The owner of 3202 Silver Fox Path is listed as CGF RETAIL, LLC.

CGF RETAIL, LLC has one listed position, manager, filled by LAND SOUTH MANAGEMENT, LLC and a listed agent of Harper Robert IV who is not named in the case filing. CGF RETAIL, LLC owns vacant residential land and mobile home rentals.

LAND SOUTH MANAGEMENT, LLC manages mobile home parks, direct mobile home rentals and other low end properties.

If that is the type of development proposed for the area, it will have a large negative effect on housing values in the Huntington Hills community, which in turn, will result in less county revenue received from real estate taxes in the area.

Huntington Hills' real estate prices currently range from $300,000 to over $700,000. The combined loss of county revenue from a negative impact on these 395 homes will far exceed the increase from the 4 new homes under consideration.

Thank you for your time. Les and Colleen Staley

White, Margo

From: Suggs, Kay on behalf of Lindsey, George
Sent: Monday, January 29, 2024 11:23 AM
To: White, Margo
Cc: Little, Amy
Subject: FW: Case #:LDCT-2023-15 and Case #LDCU-2023-19

From: Jake R <jriesenk@hotmail.com>
Sent: Monday, January 29, 2024 11:15 AM
To: Lindsey, George <GeorgeLindsey@polk-county.net>
Subject: [EXTERNAL]: Case #:LDCT-2023-15 and Case #LDCU-2023-19

You don't often get email from jriesenk@hotmail.com. Learn why this is important

Hello,

I strongly object to both Case #: LDCT-2023-15 and LDCU-2023-19

I have major concerns with this Facility, including, but not limited to:
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I STRONGLY oppose the above mentioned cases.

Jake Riesenkonig
Son of Dianne Buckland
1626 Blue Lake Drive
SkyView Estates #1
Lakeland, Florida
33801

Regards,
Jake

The information in this message, including any attachments, is privileged and may contain confidential information intended only for the person(s) named above. Any other distribution, copying or disclosure is strictly prohibited. If you are not the intended recipient or have received this message in error, please notify me immediately by reply email and permanently delete the original transmission from me, including any attachments, without making a copy. Thank you.

White, Margo

From: Suggs, Kay on behalf of Braswell, Bill
Sent: Monday, January 29, 2024 8:34 AM
To: White, Margo
Cc: Little, Amy
Subject: FW: Skyview Area

From: ffout@tampabay.rr.com <ffout@tampabay.rr.com>
Sent: Saturday, January 27, 2024 10:48 AM
To: Braswell, Bill <BillBraswell@polk-county.net>
Cc: Wilson, Rick <RickWilson@polk-county.net>; Lindsey, George <GeorgeLindsey@polk-county.net>; Santiago, Martha <MarthaSantiago@polk-county.net>; Combee, Neil <NeilCombee@polk-county.net>
Subject: [EXTERNAL]: Skyview Area

Some people who received this message don't often get email from ffout@tampabay.rr.com. Learn why this is important

Mr. Braswell

I Have included your fellow Commissioners in this e trail.

Please note that at this time I am going on rumor so if I am wrong about what I am writing about please, email me back and correct me.

I have heard that there is a concrete crushing/recycling company looking to move onto the property southwest of Waterview Blvd. on Skyview.

First, I hope you understand we do not want a dust generating manufacturing company in our residential neighborhood any more than any of the Commissioners would want it in their back Yard.

But let's think about this for a minute and think about the added Semi Traffic in a residential neighborhood, the added dump trucks with kids riding bikes and skate boards and all that they ride today. And the roads being torn up. 6 buses 2 times a day go up and down Skyview picking up and dropping off kids, they are waiting at bus stops, Hundreds of kids walk Skyview headed to middle school EVERYDAY! Semis and Dump trucks rushing to get unloaded and kids is not a good combination.

The constant dust on neighborhood cars inhaling concrete dust floating around the neighborhood. There are plenty of places that would work much better than Skyview for a facility like the plant mentioned. The lot at Fish Hatchery and Main. The Lot on 92 and Reynolds is 10 acres and access to 92. The land just south of the parkway before the old Bunch building on Reynolds and the lot at Maine and Reynolds just to name a few. And even more

land out off of Maine in the industrial area east of Bernie Little Dist. Heck, the old Bunch Building

I see no reason that the property on Skyview, DEAD IN THE MIDDLE OF A NEIGHBORHOOD on all 4 sides should be approved, or for even a minute considered, for anything more than residential!

Please give me your thoughts.

Thank you for your time.

Regards,

Fred Fout Global Supply Chain Manager

FFout@tampabay.rr.com

VERIFY

csia control system integrators association CERTIFIED

go green *Please consider your environmental responsibility before printing this e-mail - **Save paper***

White, Margo

From: Ramona Lee <harlee1950@yahoo.com>
Sent: Saturday, January 27, 2024 9:02 PM
To: White, Margo
Subject: [EXTERNAL]: Concrete Processing and Storage Facility

You don't often get email from harlee1950@yahoo.com. Learn why this is important

RE: LDCT-2023-15 and LDCU-2023-19

To Whom It May Concern,

I was shocked to learn that the Polk County Commissioners are considering the approval of a Concrete Processing and Storage Facility so close to Skyview Estates Senior Community. Many residents of this community suffer from respiratory and health problems that this facility could increase their problems, let alone the increase in concrete dust, increase noise pollution, increase emissions in the air from the trucks, environmental concerns for Blue Lake and the wildlife due to runoff, the negative effect on property values, increase traffic on Combee Rd, huge negative impact this facility will have on students at Oscar J Pope Elementary. I can only hope that the commissioners will consider the residents surrounding this facility and harm it will cause over the all mighty dollar. My parents sold their home in Kentucky and moved to Florida due to my father's health, and now this facility will be right at their back door id approved.

Karla Johnson
daughter of
Donald & Ramona Lee
1523 Dogwood Dr.
Lakeland, Fl. 33801

White, Margo

From: Pereira, Ana on behalf of Combee, Neil
Sent: Monday, January 29, 2024 9:23 AM
To: White, Margo
Subject: FW: [EXTERNAL]: Subject: Case #:LDCT-2023-15 and Case #LDCU-2023-19

Good morning Margo,

Please see below.

Thank you,

POLK COUNTY
Ana C. Pereira
Executive Assistant
Polk County Board of County Commissioners
330 W. Church St. , PO Box 9005, Drawer BC01
Bartow, FL 33831-9005
Phone: 863-534-6049; 863-534-6422
AnaPereira@polk-county.net www.polk-county.net

-----Original Message-----
From: Taz Dunsmuir <tazdunsmuir@gmail.com>
Sent: Sunday, January 28, 2024 6:03 PM
To: Lindsey, George <GeorgeLindsey@polk-county.net>; Wilson, Rick <RickWilson@polk-county.net>; Braswell, Bill <BillBraswell@polk-county.net>; Santiago, Martha <MarthaSantiago@polk-county.net>; Combee, Neil <NeilCombee@polk-county.net>; Kaufman, Angela <AngelaKaufman@polk-county.net>; White, Margo <MargoWhite@polk-county.net>
Subject: [EXTERNAL]: Subject: Case #:LDCT-2023-15 and Case #LDCU-2023-19

[You don't often get email from tazdunsmuir@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

I strongly object to both Case #: LDCT-2023-15 and LDCU-2023-19

I have major concerns with this Facility, including, but not limited to:
- deterioration of air quality due to the introduction of carcinogenic cement dust which has the potential to cause cancer or respiratory problems especially for high risk populations (old and young)
- increased dust pollution everywhere in our homes from the trucks and Facility operation -more truck traffic on Combee Road. The referenced traffic study is outdated
- increased noise pollution from concrete slab crushing process and truck traffic
- increased air pollution from all the machinery and trucks' emissions
- environmental concerns for water required to control cement dust, the effect on existing wells & the runoff into the lakes etc
- the negative effect on property value

- do the referenced codes reflect the newest science and research data on air, noise, water and other environmental pollution?
-does the County have enough resources to ensure all the codes are monitored and enforced?
-huge negative impact the Oscar J Pope Elementary School, only 600-700 yards away!

This proposed Facility will affect the nearby residents' health, their quality of life, their peacefulness, the cleanliness of their homes and the environment they love, as well their property values.

This proposed Facility will literally be in some residents' back yard.

Would you want this Facility in your back yard or any of your family members' backyard?

I STRONGLY oppose the above mentioned cases.

Taz Dunsmuir
Nephew of Dianne Buckland
1626 Blue Lake Drive
SkyView Estates #1
Lakeland, Florida
33801

Sent from my iPhone

White, Margo

From: Pereira, Ana on behalf of Combee, Neil
Sent: Monday, January 29, 2024 9:23 AM
To: White, Margo
Subject: FW: [EXTERNAL]: Subject: Case #:LDCT-2023-15 and Case #LDCU-2023-19

Please see below.

Thank you,

Ana C. Pereira
Executive Assistant
Polk County Board of County Commissioners
330 W. Church St. , PO Box 9005, Drawer BC01
Bartow, FL 33831-9005
Phone: 863-534-6049; 863-534-6422
AnaPereira@polk-county.net www.polk-county.net

-----Original Message-----
From: Kaili Lampert <kaili.lampert@gmail.com>
Sent: Sunday, January 28, 2024 6:01 PM
To: Lindsey, George <GeorgeLindsey@polk-county.net>; Wilson, Rick <RickWilson@polk-county.net>; Braswell, Bill <BillBraswell@polk-county.net>; Santiago, Martha <MarthaSantiago@polk-county.net>; Combee, Neil <NeilCombee@polk-county.net>; Kaufman, Angela <AngelaKaufman@polk-county.net>; White, Margo <MargoWhite@polk-county.net>
Subject: [EXTERNAL]: Subject: Case #:LDCT-2023-15 and Case #LDCU-2023-19

[You don't often get email from kaili.lampert@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

I strongly object to both Case #: LDCT-2023-15 and LDCU-2023-19

I have major concerns with this Facility, including, but not limited to:
- deterioration of air quality due to the introduction of carcinogenic cement dust which has the potential to cause cancer or respiratory problems especially for high risk populations (old and young)
- increased dust pollution everywhere in our homes from the trucks and Facility operation
-more truck traffic on Combee Road. The referenced traffic study is outdated
- increased noise pollution from concrete slab crushing process and truck traffic
- increased air pollution from all the machinery and trucks' emissions
- environmental concerns for water required to control cement dust, the effect on existing wells & the runoff into the lakes etc
- the negative effect on property value
- do the referenced codes reflect the newest science and research data on air, noise, water and other environmental pollution?

-does the County have enough resources to ensure all the codes are monitored and enforced?
-huge negative impact the Oscar J Pope Elementary School, only 600-700 yards away!

This proposed Facility will affect the nearby residents' health, their quality of life, their peacefulness, the cleanliness of their homes and the environment they love, as well their property values.

This proposed Facility will literally be in some residents' back yard.

Would you want this Facility in your back yard or any of your family members' backyard?

I STRONGLY oppose the above mentioned cases.

Kaili Dunsmuir
Niece of Dianne Buckland
1626 Blue Lake Drive
SkyView Estates #1
Lakeland, Florida
33801

Att. Angela Kaufman

Good morning,

Please see attached in reference to Case# LDCT-2023-15 + Case# LDCU-2023-19

We, as a whole community, oppose the construction of this proposed facility.

Please feel free to reach out to me with any questions or concerns.

I would like this petition to be recognized at the meeting on Jan. 3rd at 9am.

Greg & Katy Palmer
4249 Haynes Rd.
Stockbridge, MI 49285-9435

METROPLEX MI 480
27 DEC 2023 PM 7 L



Polk County Land Development Division
Drawer GM03
P.O Box 9005
Bartow, FL 33831-9005

33831-900505

Polk County Land Development Division
Drawer GM03
P.O. Box 9005
Bartow, FL 33831-9005

December 21, 2023

RE: Case File LDCT-2023-15

To whom it may concern:

We are writing this letter to voice our strong objection to the proposed Construction Aggregate facility by Carter and Kayes Engineering. The public hearing for the request of a text amendment to add additional defined area to the boundaries of the property is Wednesday, January 3, 2024 at 9:00 AM.

We own property in Skyview Estates - a 55+ gated Community, which is adjacent to the proposed facility. We have always enjoyed our quiet neighborhood - with strolls through the streets, picnics at the park, fishing and watching wildlife in the canal.

The proposed conditional use and rezoning of property for the Construction Aggregate facility must be **rejected.** This facility will be using loud, heavy machinery for hauling concrete to be crushed - causing dust, air and water pollution, and excessive noise. This would be severely detrimental (possibly fatal) to the health of our community; many who have respiratory conditions.

Please **vote NO** on any requests by Carter and Kaye Engineering LLC, for Construction Aggregate. The facility will seriously impact the health and quality of the lives of the 200+ residents of our Skyview Estates Community, as well as our residential neighbors.

Gregg B Palmer Kathy Palmer

Greg and Kathy Palmer
1802 Blue Lake
Skyview Estates
Lakeland, Fl 33801

December 27, 2023

Land Development Division
Drawer GM03, P.O. Box 9005
Bartow, FL 33831-9005

Re: Case File LDCT-2023-15

To whom it may concern:

The purpose of this letter is to offer comments on the proposed text amendment to Appendix E, Section E105.E CPA 16C-02, Subsection 3 adding additional defined area to the boundaries depicted for Construction Aggregate, Processing and Storage area on 25 =/- acres in the Transit Supportive Development Area and Industrial and Business Park Center-2 Land Use district.

As a property owner of 1834 Blue Lake Drive and within the affected geographic area of the proposed site, I would object to the development of this land for the stated purpose of constructing an aggregate processing and storage facility. While I would support commercial development of the unused and vacant land, the very nature of the proposed project is not conducive to maintaining the quality life for the adjacent residential communities, including my own property.

Construction aggregates both in raw and processed form are laden with dust, dirt and silicates that are easily windblown and can infiltrate our residential areas. Our community is home to seniors of which many in already weakened and infirmed health, would be further endangered by taking in these windblown particulates.

The operation of processing aggregates requires heavy, powerful rock crushers generating significant vibration and noise. Again, these operations are not conducive to the quality of life in our residential neighborhoods. The continuing production of noise from this equipment as well as the loading and dumping of aggregates will interfere with the enjoyment of our quiet and peaceful community.

I applaud William Mims, Kriss Kaye and Carter and Kaye Engineering LLC for their entrepreneurship and addressing a business endeavourer required in a growing community. I can only encourage them to continue their undertaking but find a more suitable location for the facility. However, as a potentially affected property owner, I respectfully request the Commission reject this request for amendment and subsequent denial of the facility.

Thank you for providing and opportunity for residents to express their concerns in this matter.

Sincerely,

James Steenhagen
1834 Blue Lake Drive
Lakeland, FL 33801

Skyview Estates

A Deed Restricted Community
3003 Sego Lane
Lakeland, FL 33801

20 December 2023

Land Development Division
Drawer GM03
P.O. Box 9005
Bartow, FL 33831-9005

RE: Case File LDCT-2023-15

To whom it may concern:

The purpose of this letter is to register a **strong objection** from our Homeowners Association regarding the proposed Construction Aggregate facility on property that is adjacent to our Skyview Estates Community. **The owner of the property in review is William Thomas Mims and Kriss Kayes of Carter and Kayes Engineering. The public hearing for the proposed Conditional Use (CU) of the property is January 3, 2023 at 9:00 AM and the Case file is LDCT-2023-15.**

Our objection to this usage for said property relates to the health of our residents. This type of processing produces both concrete dust and excessive noise. Skyview Estates is an "55+" Community, and the health of our residents would be adversely effected by the concrete dust produced by this processing facility so close to our homes. In summation, the proposed facility for the processing of construction aggregate adjacent to the property known as Skyview Estates would **seriously impact the health and quality of the lives of the 200+ residents of our Community, especially those with respiratory conditions.** We, therefore, OBJECT STRONGLY to the building of said facility on the property proposed by Carter and Kayes Engineering in Case File LDCT-2023-15.

Sincerely,

Skyview Estates HOA
Ted Harms, President

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DEC 22 2023
LAND DEVELOPMENT
DIVISION

especially those with respiratory conditions. We, therefore, OBJECT STRONGLY to the building of said facility on the property proposed by Carter and Kayes Engineering in Case File LDCT-2023-1t.

We hope you will agree and vote down this proposed usage.

1506 Blue Lake Dr
Lakeland, FL 33801

TAMPA FL 335
SAINT PETERSBURG FL
20 DEC 2023 PM 7 L



427

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LAND DEVELOPMENT
DIVISION

Land Development Division
Drawer GM03
P.O. Box 9005
Bartow, FL 33831-9005

33831-900505

December 20, 2023

To whom it may concern:

My husband and I are residents of Skyview Estates - 1550 Blue Lake Drive and have been informed of a petition to erect a crushing plant nearby our residents. The court file number is LOCT-2023-15 which we are totally against due to the dust which causes breathing problems as we have health issues, the noise and traffic problems.

Please deny the petition for this plant.

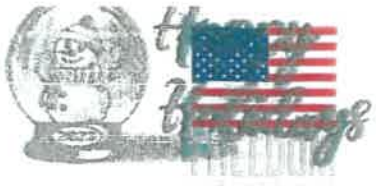
Sincerely,

Mr + Mrs. L. Charles Booms

RECEIVED
DEC 22 2023
LAND DEVELOPMENT
DIVISION

d C Burns
1550 Blue Lake Dr.
Lakeland, Fl. 33801

TAMPA FL 335
SAINT PETERSBURG FL
20 DEC 2023 PM 7 L



Land Development Division
Drawer DM 03 PO Box 9005
Bartow, Fl. 33831-9005

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DEC 22 2023
LAND DEVELOPMENT
DIVISION

33831-900505

I AM AGINST CASE

LDCT-2023-15

THIS IS EXTREMELY BAD FOR THE HEALTH OF OLDER PEOPLE. WE CAN NOT BREATH ~~THE~~ DUST. ALSO NOISE. PLEASE STOP ~~THEM~~

CHARLES BUCHHEIT
1634 BLUE LAKE DR
LAKELAND, FL 33801

Charles Buchheit

I am against case # LDCT-2023-15

This will cause breathing problems for me. This is an area with the many horses close by. Not a suitable site for this business.

SKYVIEW ESTATES
1630 BLUE LAKE DR
B. Buckhalt

I am protesting against case #LDCT-2023-15. The plant would make my breathing the dust generated a big health issue.

Please ~~don't~~. DO NOT give them permission.

BARBARA BUCHHEIT
1902 BLUE LAKE DRIVE
33801

Barbara Buchheit

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GM03, P.O. Box 9005
Bartow, FL 33831-9005

RE: CASE FILE LDCT-2023-15

To whom it may concern:

I am a resident of the Skyview Estates Community. Our community will be adversely affected by the broken concrete storage that is planned by Carter and Kayes Engineering and **I wish to register my strong objection to the proposed usage proposal.**

The influx of trucks loaded with the broken concrete and the dust and noise created by the dumping and subsequent moving of the broken concrete will be a health hazard to our residents. And the dust will also pollute our lake runoff stream, causing environmentsl damage.

As a Polk County resident that will be directly affected by this kind of usage of a property that is adjacent to our residential living area, I am registering my desire that you **DENY THIS REQUEST BY CARTER AND KAYES ENGINEERING.**

Jeff A. Autrey
SIGNATURE

1727 Blue Lake Drive.
Lakeland, FL 33801
ADDRESS

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GMO3, P.O. Box 9005
Bartow, FL 33831-9005

RE: CASE FILE LDCT-2023-15

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As a Polk County resident that will be directly affected by this kind of usage of a property that is adjacent to our residential living area, I am registering my desire that you **DENY THIS REQUEST BY CARTER AND KAYES ENGINEERING.**

Susan M Nease — 1710 Blue Lake Dr.

SIGNATURE **ADDRESS**

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GM03, P.O. Box 9005
Bartow, FL 33831-9005

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As a Polk County resident that will be directly affected by this kind of usage of a property that is adjacent to our residential living area, I am registering my desire that you **DENY THIS REQUEST BY CARTER AND KAYES ENGINEERING.**

Kristine Lee Sam
SIGNATURE

3043 SUNWAY LAKELAND FLA. 33801
ADDRESS

12/29/2023

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GM03, P.O. Box 9005
Bartow, FL 33831-9005

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As a Polk County resident that will be directly affected by this kind of usage of a property that is adjacent to our residential living area, I am registering my desire that you **DENY THIS REQUEST BY CARTER AND KAYES ENGINEERING.**

Rebecca J Chupek — **SIGNATURE**

3023 Sego Lane — **ADDRESS**

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GMO3, P.O. Box 9005
Bartow, FL 33831-9005

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As a Polk County resident that will be directly affected by this kind of usage of a property that is adjacent to our residential living area, I am registering my desire that you **DENY THIS REQUEST BY CARTER AND KAYES ENGINEERING.**

Timothy D Buel — 1545 Blue Lake Dr

SIGNATURE **ADDRESS**

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GM03, P.O. Box 9005
Bartow, FL 33831-9005

RE: CASE FILE LDCT-2023-15

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As a Polk County resident that will be directly affected by this kind of usage of a property that is adjacent to our residential living area, I am registering my desire that you **DENY THIS REQUEST BY CARTER AND KAYES ENGINEERING.**

Susan Booms — 1550 Blue Lake Dr Lakeland, FL. 33801

SIGNATURE **ADDRESS**

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GM03, P.O. Box 9005
Bartow, FL 33831-9005

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As a Polk County resident that will be directly affected by this kind of usage of a property that is adjacent to our residential living area, I am registering my desire that you **DENY THIS REQUEST BY CARTER AND KAYES ENGINEERING.**

Desiree Lane

SIGNATURE

1602 Blue Lk Dr,

ADDRESS

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GM03, P.O. Box 9005
Bartow, FL 33831-9005

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As a Polk County resident that will be directly affected by this kind of usage of a property that is adjacent to our residential living area, I am registering my desire that you **DENY THIS REQUEST BY CARTER AND KAYES ENGINEERING.**

Dale Guenthoot — **SIGNATURE**

3030 Galaxy Lane — **ADDRESS**

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GM03, P.O. Box 9005
Bartow, FL 33831-9005

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As a Polk County resident that will be directly affected by this kind of usage of a property that is adjacent to our residential living area, I am registering my desire that you **DENY THIS REQUEST BY CARTER AND KAYES ENGINEERING.**

Linda Lynn Konoski

SIGNATURE

1730 Blue Lake Dr, Lakeland, FL. 33801

ADDRESS

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GMO3, P.O. Box 9005
Bartow, FL 33831-9005

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Diane Thompson
SIGNATURE

3039 Sego Ln
ADDRESS

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GM03, P.O. Box 9005
Bartow, FL 33831-9005

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3027 Heather Way

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GM03, P.O. Box 9005
Bartow, FL 33831-9005

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Wayne + B.J. Holley
2515 Haley Lane
Lakeland, FL 33801

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GM03, P.O. Box 9005
Bartow, FL 33831-9005

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As a Polk County resident that will be directly affected by this kind of usage of a property that is adjacent to our residential living area, I am registering my desire that you **DENY THIS REQUEST BY CARTER AND KAYES ENGINEERING.**

Charles R Smith — 12/29/2023

SIGNATURE **ADDRESS**

3035 Heather Way
Lakeland, FL 33801

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GM03, P.O. Box 9005
Bartow, FL 33831-9005

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As a Polk County resident that will be directly affected by this kind of usage of a property that is adjacent to our residential living area, I am registering my desire that you **DENY THIS REQUEST BY CARTER AND KAYES ENGINEERING.**

B Mayfield

Brandy Mayfield
3036 Memosa Way
Lakeland, Fl. 33801

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GMO3, P.O. Box 9005
Bartow, FL 33831-9005

RE: CASE FILE LDCT-2023-15

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As a Polk County resident that will be directly affected by this kind of usage of a property that is adjacent to our residential living area, I am registering my desire that you **DENY THIS REQUEST BY CARTER AND KAYES ENGINEERING.**

Mark A Bodle

SIGNATURE

SKY-VIEW ESTATES
1512 BLUE LAKE

ADDRESS LAKELAND, FLA.
33801

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GMO3, P.O. Box 9005
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As a Polk County resident that will be directly affected by this kind of usage of a property that is adjacent to our residential living area, I am registering my desire that you **DENY THIS REQUEST BY CARTER AND KAYES ENGINEERING.**

Vian A Schriver

SIGNATURE

1530 ~~1532~~ Haley
Sky View Estates

ADDRESS Lakeland Fla
33801

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GMO3, P.O. Box 9005
Bartow, FL 33831-9005

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As a Polk County resident that will be directly affected by this kind of usage of a property that is adjacent to our residential living area, I am registering my desire that you **DENY THIS REQUEST BY CARTER AND KAYES ENGINEERING.**

Mark Sokolowski — 3038 Heather Way, Skyview Estates

SIGNATURE **ADDRESS** Lakeland, Fla 33801

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GM03, P.O. Box 9005
Bartow, FL 33831-9005

RE: CASE FILE LDCT-2023-15

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Martha Flood

Martha Flood
1549 Dogwood Dr.
Lakeland, Fla
33801

Skyview Estates

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3003 Sego Lane

Lakeland, FL 33801

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Jill Sumner
1545 Dogwood Dr
Lakeland, Fla 33801

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3003 Sego Lane

Lakeland, FL 33801

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Jon R Brenner — 3040 MIMOSA WAY

SIGNATURE **ADDRESS**

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Lakeland, FL 33801

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Norman Hawes
SIGNATURE Shirley Hawes

1612 Spring DR
ADDRESS Lakeland, FL 33801

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A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

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Rita Hovey
SIGNATURE

3040 Sun Way
ADDRESS Lakeland FL 33801

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A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

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David Grange
SIGNATURE

Linda Grange
12-28-23

1606 SPRING DR LAKELAND FLORIDA 33801
ADDRESS

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Lakeland, FL 33801

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Michael J Fiala

SIGNATURE

1618 Blueland PR

ADDRESS Lakeland FL 33801

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Lakeland, FL 33801

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SIGNATURE

3019 Sego Ln 33801

ADDRESS

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3003 Sego Lane

Lakeland, FL 33801

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Janice Higgins — 1541 Blue Lake Dr 33801

SIGNATURE **ADDRESS**

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Lakeland, FL 33801

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C Parsons — 3015 Sun Way

SIGNATURE **ADDRESS**

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3003 Sego Lane

Lakeland, FL 33801

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Albert Turbeville — 3035 Mimosa Way

SIGNATURE Dec, 28, 2023 **ADDRESS** Lakeland Fla.

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

Land Developement Division
Drawer GMO3, P.O. Box 9005
Bartow, FL 33831-9005

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SIGNATURE Dec 28, 2023

ADDRESS 1210 Blue Lake Dr. Lakeland Fla.

Skyview Estates

A Deed Restricted Community

3003 Sego Lane

Lakeland, FL 33801

Dec. 27, 2023

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Donald Lee
Tamara Lee

SIGNATURE

1523 Dogwood Dr.
Lakeland 33801

ADDRESS

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Lakeland, FL 33801

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Lilian Schindler — **SIGNATURE**

1517 Blue Lake — **ADDRESS**

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Lakeland, FL 33801

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Janice Moore
SIGNATURE

3040 Ardmore Way
Lakeland Florida
33801
ADDRESS

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Lakeland, FL 33801

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Jeri Congdon
SIGNATURE

3039 Ardmore Way
ADDRESS Lakeland, FL 33801

Skyview Estates

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3003 Sego Lane

Lakeland, FL 33801

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Douglas McHenry — **SIGNATURE**

3040 Kimberly Way — **ADDRESS**

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Lakeland, FL 33801

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Barbara B Bullock — 1907 BLUE LAKE DR

SIGNATURE **ADDRESS**

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Lakeland, FL 33801

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Deane Barnhart — **SIGNATURE**

1537 Dogwood Dr — **ADDRESS**

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Lakeland, FL 33801

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[signature] 1536 Dogwood Dr.

SIGNATURE **ADDRESS**

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Margaret A Bean — 1415 Blue Lake Drive

SIGNATURE **ADDRESS**

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Dominick Palmeri — 3309 MIMOSA WAY

SIGNATURE **ADDRESS**

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Carol Kuster
SIGNATURE

3031 Mimosa Way, Lakeland FL 33801
ADDRESS

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Lakeland, FL 33801

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Mary E Fry — 3028 Bonair Way

SIGNATURE **ADDRESS**

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Mary J. Holbert
SIGNATURE

1942 Blue Lake Dr. Lakeland
ADDRESS

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Lakeland, FL 33801

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B M Powell
SIGNATURE

3040 Dover Lane
Lakeland, FL 33801
ADDRESS

Don't make another mistake like BS Ranch!

Skyview Estates

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SIGNATURE

3032 Ashmore Way
33807

ADDRESS

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Robert E. Shapiro
SIGNATURE

1546 Dobbwood Dr.
ADDRESS

July 18, 2023

Ms. Rebecca Troutman, Chair
Polk County Planning Commission
330 W. Church St.
Bartow, Florida 33831

RE: LDCU-2023-19– Mine & Mill Road Aggregate

Dear Ms. Troutman,

I currently own property and operate a business along Mine and Mill Road in Lakeland at 2880 MINE AND MILL RD, LAKELAND, 33801 (Parcel ID: 24-28-27-000000-041030), (Parcel ID: 24-28-27-000000-041033), and (Parcel ID: 24-28-27-000000-041032). We understand that the applicant is proposing a Construction Aggregate Processing and Storage facility at the end of the cul-de-sac and that the activity is adjacent to industrial/manufacturing type uses only. I wanted to let the Commission know that we support the project.

Please consider this letter as indicating no objection to the proposed Mine and Mill Road Aggregate project (LDCU -2023-19). Thank you for your time.

Sincerely,

Jeanty Cherilus,

Jeanty Cherilus, CEO

NATRANSUSA CORP.

July 18, 2023

Ms. Rebecca Troutman, Chair
Polk County Planning Commission
330 W. Church St.
Bartow, Florida 33831

RE: LDCU-2023-19– Mine & Mill Road Aggregate

Dear Ms. Troutman,

I currently own property and operate a business along Mine and Mill Road in Lakeland at 2895 MINE AND MILL RD, LAKELAND, 33801 (Parcel ID: 24-28-27-000000-042028) and (Parcel ID: 24-28-27-000000-023010). We understand that the applicant is proposing a Construction Aggregate Processing and Storage facility at the end of the cul-de-sac and that the activity is adjacent to industrial/manufacturing type uses only. I wanted to let the Commission know that we support the project.

Please consider this letter as indicating no objection to the proposed Mine and Mill Road Aggregate project (LDCU -2023-19). Thank you for your time.

Sincerely,

Carlos Gonzalez, President

CADAK TRANSPORTATION INC

July 18, 2023

Ms. Rebecca Troutman, Chair
Polk County Planning Commission
330 W. Church St.
Bartow, Florida 33831

RE: LDCU-2023-19– Mine & Mill Road Aggregate

Dear Ms. Troutman,

I currently own property and operate a business along Mine and Mill Road in Lakeland at 2860 MINE AND MILL RD, LAKELAND, 33801 (Parcel ID: 24-28-27-000000-041027). We understand that the applicant is proposing a Construction Aggregate Processing and Storage facility at the end of the cul-de-sac and that the activity is adjacent to industrial/manufacturing type uses only. I wanted to let the Commission know that we support the project.

Please consider this letter as indicating no objection to the proposed Mine and Mill Road Aggregate project (LDCU -2023-19). Thank you for your time.

Sincerely,

Gerald Prescott, Owner

Liberty Plumbing And Septic

Signature: _____ Print Name: SUSAN FLORA

Street Address: 1702 Pine Lake Dr. Lakeland 33801

Signature: Linda Weeble Print Name: Linda Weeke

Street Address: 3029 Sun Way Lakeland, Fl 33801

Signature: Ronnie Jacobs Print Name: Ronnie Jacobs

Street Address: 3024 Sun Way Lakeland Fl 33801

Signature: Kim Sue Sonn Print Name: KIM SONN

Street Address: 3043 Sunway LAKELAND FLA 33801

Signature: Rebecca L. Clark Print Name: Rebecca L. Clark

Street Address: 3020 Sun Way Lakeland FL 33801

Signature: Celia Ramos Print Name: Celia Ramos

Street Address: 3036 Sego lane lakeland FL 33801

Signature: Margarita Rodriguez Print Name: Margarita Rodriguez

Street Address: 2223 Spruce lane Lake Alfred FL 33850

Signature: _____ Print Name: Jose M Pascual

Street Address: 2531 crystal lake arcres Dr

Signature: Jesus M Print Name: Jesus M

Street Address: 3143 Crystal hill loop east

LDCU - 23 - 19
LDCT - 23 - 15

Signature: Cindy D A Print Name: Cindy Drummond

Street Address: 2810 White Magnolia Loop

Signature: Jordonna Brummond Print Name: Jordonna Brummond

Street Address: 2810 White Magnolia Loop

Signature: T. Sukhdeo Print Name: Teeka Sukhdeo

Street Address: 446 Disston Ave. Clermont

Signature: K Sgl Print Name: Karen Singh

Street Address: 675 Skyridge Rd Clermont, FL 34711

Signature: [illegible] Print Name: Gary Romack

Street Address: 5716 Greenway Circle Lakeland

Signature: [illegible] Print Name: Charles Toomey

Street Address: 121 Field Rd Lakeland

Signature: [illegible] Print Name: Christina Toomey

Street Address: 121 Fields Rd Lakeland FL 33801

Signature: AL BALDWIN Print Name: AL BALDWIN

Street Address: BARTOW 123 HARRY ST.

Signature: Barbara Baldwin Print Name: BARB BALDWIN

Street Address: 123 Harry St Bartow

Signature: Lynn Stephens Print Name: LYNN STEPHENS

Street Address: Lakeland

LDCU-23-19
LDCT-23-15

Signature: Elizabeth J. Both Print Name: Elizabeth J. Both

Street Address: 1907 Blue Lake Dr. Lakeland FL 33801

Signature: Mary P Ord Print Name: MARILYN POOL

Street Address: 3084 ARDMORE WAY

Signature: Suzie Persaud. Print Name: S Persaud...

Street Address: 1537 South Combee Rd.

Signature: Eric X Torres Print Name: Eric X Torres

Street Address: 1521 S combee RD

Signature: Carlos Arroyo Print Name: Carlos Arroyo

Street Address: 2130 Tunglewood ST Lot 55

Signature: Alfred E Girouard Print Name: Alfred Girouard

Street Address: 119 S. Eastside Dr. Lakeland Fla. 33801

Signature: Jacob Marmuz Print Name: Jacob Marmuz

Street Address: 1524 S Combee Rd.

Signature: Raymond Delgado Print Name: [illegible]

Street Address: 1525 Combee Road

Signature: Jaimarie Ruiz Print Name: Jaimarie Ruiz

Street Address: 1475 Woodlake Dr Lakeland, fl 33803

LDCU - 23-19

LDCT - 23-15

Signature: Earl Wichel Print Name: EARL WICHEL

Street Address: 205 Murcott Rd Lakeland FL 33803

Signature: Gary L Creech Print Name: GARY L CREECH

Street Address: 439 WEATHERFORD LN. LAKELAND FL 33803

Signature: Thomas Masch Print Name: THOMAS MASCHO

Street Address: 8606 HILL COLONY CIRCLE LAKELAND FL 33803

Signature: David Ellsworth Print Name: DAVID ELLSWORTH

Street Address: 3234 old Tampa Hwy Lakeland Fl 33803

Signature: Courtney Wise Print Name: Courtney Wise

Street Address: 3017 Fletcher Ave. Lakeland, Fl 33803

Signature: Brandy Peterson Print Name: Brandy Peterson

Street Address: 205 Colorado Ave Lakeland FL 33801

Signature: Randa Bradley Print Name: RANDA BRADLEY

Street Address: 205 Colorado Ave Lakeland FL 33801

Signature: Linda Stoddard Print Name: Linda Stoddard

Street Address: 1638 Murrick Rd Lakeland 33801

Signature: Ronald C Both Print Name: RONALD C BOTH

Street Address: 1907 Bluelake Dr LAKELAND FL 33801

LDCU-23-19
LDCT-23-15

Signature: Kenneth Nelson Print Name: KENNETH A NELSON

Street Address: 1610 BLUE LAKE DRIVE, LAKELAND, FL

Signature: Luis Lugo Print Name: Luis Lugo

Street Address: 3036 Dover ln

Signature: Gregory B Palmer Print Name: Gregory B Palmer

Street Address: 1802 Bluelake

Signature: Kathy Palmer Print Name: KATHY PALMER

Street Address: 1802 BLUE LAKE

Signature: Kenneth C Slate Print Name: Kenneth C Slate

Street Address: 3028 Dover lane

Signature: Vernon Hopkins Print Name: VERNON HOPKINS

Street Address: 3011 Sunway Lakeland Fl

Signature: Diane Hopkins Print Name: DIANE HOPKINS

Street Address: 3011 Sunway Lakeland, Fl

Signature: Barbara Grimm Print Name: BARBARA GRIMM

Street Address: 3008 Sun Way Lakeland, Fl. 33801

Signature: Harold Sebring Print Name: Harold J Sebring

Street Address: 3016 Dover Ln. Lakeland Fl.

Signature: Michael Clark Print Name: Michael Clark

Street Address: 3020 Sun Way Lakeland Fl

LDCU - 23-19
LDCT - 23-15

Signature: C Bush Print Name: C Bush

Street Address: 315 Jean Ave Lkld FL 33815

Signature: D Murray Print Name: D Murray

Street Address: 728 Orange Ave 33813

Signature: John K. Gill Print Name: John K. Gill

Street Address: 1530 Blue Lake Dr.

Signature: Kathy Gill Print Name: Kathy Gill

Street Address: 1530 Blue Lake Dr.

Signature: Mallory Gillum Print Name: Mallory Gillum

Street Address: 3647 Peregrine Way Lakeland

Signature: M Walters Print Name: Missy Waltens

Street Address: 1233 W. Patterson St Lakeland

Signature: Blake Gillum Print Name: Blake Gillum

Street Address: 3647 Peregrine Way Lakeland

Signature: Deborah R. Hawk Print Name: Deborah R. Hawk

Street Address: Blue Lake Dr

Signature: Carma J Miller Print Name: Carma J. Miller

Street Address: 3033 Sun Way Lakeland

Signature: Jerry Miller Print Name: Jerry Miller

Street Address: 3033 Sun Way Lakeland

LOCU-23-19
LOCT-23-15

Signature: Kimberly Ann Borczyk Print Name: Kimberly Ann Borczyk

Street Address: 1538 Blue Lake Drive Lakeland, FL 33801

Signature: Marilyn McFadden Print Name: Marilyn McFadden

Street Address: 1538 Blue Lake Drive Lakeland, FL 33801

Signature: [signature] Print Name: Ronald L. Borczyk

Street Address: 1538 Blue Lake Dr. Lakeland, FL 33801

Signature: Gale McFadden Print Name: Gale McFadden

Street Address: 1538 Blue lake Drive Lakeland, FL 33801

Signature: [signature] Print Name: Matthew L. Borczyk

Street Address: 1538 Blue lake Drive Lakeland, FL 33801

Signature: Rachel Borczyk Print Name: Rachel Borczyk

Street Address: 1538 Blue Lake Dr, Lakeland FL. 33801

Signature: Phyllis Boman Print Name: Phyllis Boman

Street Address: 62716 N Weimer Sanford Mi 48657

Signature: [signature] Print Name: [illegible] Boman

Street Address: 2332 N 5 mile Midland mi

Signature: Kaye Volz Print Name: Kaye Volz

Street Address: 716 S Bates Bergman mi

LDC4-23-19
LDCT-23-15

Signature: Delores Wasson Print Name: Delores Wasson

Street Address: 9414 Reynolds Rd

Signature: Jaymie Wilkerson Print Name: Jaymie Wilkerson

Street Address: 7606 Spring Drive

Signature: Pam Hawkins Print Name: Pam Hawkins

Street Address: 1638 Blue lake Dr.

Signature: Jayne A Eaton Print Name: JAYNE A. EATON

Street Address: 1510 Ariana St #349 Lakeland FL 33803

Signature: Debbie Palko Print Name: Debbie Palko

Street Address: 1510 Ariana St #347 Lakeland FL 33803

Signature: Helen Jenson Print Name: Helen Jenson

Street Address: 2518 Crystal Lake Acres Dr., Lkld, FL 33801

Signature: Erik Jenson Print Name: Erik Jenson

Street Address: 2518 Crystal Lake Acres Dr, Lakland, FL 33801

Signature: [illegible] Print Name: [illegible]

Street Address:

Signature: Dalton Smith Print Name: Dalton Smith

Street Address: 2519 Crystal Lake Acres Dr.

2 signatures

Signature: Stephanie Narvaez Print Name: Stephanie Narvaez

Street Address: 2523 crystal Lake acres DR #3

LDCU-23-19
LDCT-23-15

Signature: _____ Print Name: Hector Castellanos

Street Address: 2614 Crystal Lake Acres Dr

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

LDCU-23-19
LDCT-23-15

Signature: James S McGillivray Print Name: James S McGillivray

Street Address: 1510 Blue Lake Dr Lakeland FL 33801

Signature: Veronica McGillivray Print Name: Veronica McGillivray

Street Address: 1510 Blue Lake Dr Lakeland FL 33801

Signature: Nora L Ronn Print Name: NORA L. RONN

Street Address: 3020 Heather Lakeland FL 33801

Signature: Olle J. Ronn Print Name: Olle J. Ronn

Street Address: 3020 Heather Way

Signature: Phyllis Y Johnson Print Name: PHYLLIS Y JOHNSON

Street Address: 3019 Heather Way

Signature: Melinda Harrell Print Name: Melinda Harrell

Street Address: 2615 Crystal Lk Acres Dr. Lakeland, FL 33801

Signature: Samantha Elliott Print Name: Samantha Elliott

Street Address: 2604 Crystal Lake Acres Dr. Lakeland, FL 33801

Signature: Matilde Hyde Print Name: Matilde Hyde

Street Address: 3028 Ardmore Way

Signature: Jason Westhaver Print Name: Jason Westhaver

Street Address: 382 Cypress Point Dr Melbourne FL 32940

Signature: Verna Bailey Print Name: Verna Bailey

Street Address: 3020 Dover Ln Lakeland FL 33801

LDCU-23-19
LDCT-23-15

Signature: Linda Pennington Print Name: Linda Pennington

Street Address: 3032 Heather Way

Signature: Thos. P. McCarthy Print Name: THOMAS P. McCARTHY

Street Address: 1541 SKYVIEW CT

Signature: Gary Hancock Print Name: GARY HANCOCK

Street Address: 3023 SUN WAY

Signature: [illegible] Print Name: [illegible]

Street Address: 1538 Skyview Ct Lakeland FL 33801

Signature: MaryLynn Gautschy Print Name: MaryLynn Gautschy

Street Address: 3020 Dover Ln Lakeland FL 33801

Signature: Robert Gautschy Print Name: Robert Gautschy

Street Address: 3020 Dover Lane Lakeland

Signature: Robert E. Brown Print Name: Robert E. Brown

Street Address: 1703 Blue Lake Drive, Lakeland, FL 33801

Signature: Sylvia J Brown Print Name: Sylvia J. Brown

Street Address: 1703 Blue Lake Drive Lakeland NY 33801

Signature: _____ Print Name: _____

Street Address: _____

LDCU-23-19

LDCT-23-15

Case # LDCT-2023-15 and Case# LDCU-2023-19

Planning Commission Public Hearing

Board Room

County Administration Building

Polk County Board of County Commissioners

Land Development Division

RE: CASE FILE LDCT-2023-15 // AND CASE# LDCU-2023-19

CONSTRUCTION AGGREGATE PROCESSING AND STORAGE FACILITY

ATTACHED: PETITION TO OPPOSE THE CONSTRUCTION OF A CONSTRUCTION AGGREGATE PROCESSING AND STORAGE FACILITY WITH ENTRANCE ON MINE AND MILL ROAD

Names collected by Michael Branch, Patrick Deal, and Susan Johnson.

07-29-2023, Saturday- Petition created by Michael Branch

Petition #1: 129 signatures

Petition #2: 109 signatures

Total: 238 signatures

SUBMITTED BY:

Michael Branch

2411 Crystal Hills loop West

Lakeland, Fl. 33801

Cell 863-662-8224

#1

Petition to oppose the construction of a Construction Aggregate and storage facility with entrance on Mine and Mill Road, Lakeland.

We the people of Crystal Lake Acres Estates and surrounding neighborhoods oppose the building of the construction aggregate and storage facility.

The following are some of the concerns arising from the construction of this facility;

1. The level of noise produced by this operation will be very high and occur all hours during the week.

2. The School Oscar J Pope Elementary is located very close to the location.

3. The air quality conditions of all the nearby residential areas will be affected which could lead to other health concerns.

4. The wetlands located on the same property will be affected by run off water used to keep dust down.

5. The traffic that uses Combee Rd. is already very heavy and adding 400 loads per day will add to the congestion already present.

All signatures provided agree to the opposition of the above mentioned.

	Print Name (First & Last):	Signature:	Address:
1	Michael Branch		2419 Crystal Hills Loop W
2	Krystal Farrer		2411 Crystal Hills Loop W
3	Connie Hymes		2422 Crystal Hills Loop West
4	Susan Johnson		3018 Crystal Hills Drive
5	Alexandra Zayas		3010 crystal hills dr
6	Mal Muir		3010 Crystal hills Dr
7	Cassie Cooper		3011 Crystal Hills Dr
8	Gerardo Villalon		3019 Crystal Hills Dr
9	Charles Hamilton		3051 Crystal Hills Dr
10	Devin Hales		3062 Crystal Hills Dr
11	Greg Smith		3020 Crystal Hills Dr
12			2115 Crestal DR
13	Eli		2119 Crestal DR
14	Tarah Kennedy		3126 Crystal Hills Dr
15	Dallas Kennedy		3124 Crystal Hills DR

#1

16	B.S R		3242
17	Imelda C.		2408 Crystal Hills
18			2414 Crystal
19	Jayden Cintron		2424 Crystal Hills Loop
20	Megan Leader		3225 Crystal Hills Loop S
21	Tanisha Rodriguez		3225 Crystal Hills Loop S.
22	Virginia Vazquez		3227 Crystal Hill Loop
23		Dala Satterly	3221 Crystal Hills Lops.
24		Herbert Brown Jr	3219
25	Tiffany Hunter		3202 Crystal Hills Loops
26			3134 Crystal Hills Loops
27			3123 Crystal Hills Lps
28			3132 Crystal Hills Lps
29			3123 Crystal Hills Loop S
30	Kia Bell		3123 crystal hills Lops
31			3123 crystal hills loop
32			3123 Crystal Hills Loop
33	Dushaywate		3123 crystal hills loop S.
34	Mario Z.	Mario Z	3120 crystal hills loop
35	Rosa Parra	Rosa Parra	3120 crystal hill loop
36	Alexis Edwards		3115 Crystal hills loop S.
37	Donald Edwards		3115 Crystal hills loop S.
38	Stephanie Trevi		3115 Crystal hills Loop S
39	Erica Cano		3110 Crystal Hills Loops
40	Ana Luz Morales P		3108 crystal hills loop.
41	Audi Patech D.		3108 Crystal hills loop.
42	Esteban		3108 Crystal hills Loops
43	Luis Cano		3109 Crystal hills loop
44	Edith Clarke		2506 Crystal Lake Acres Dr.
45	Trevor Clarke		2506 Crystal Lake Acres Dr.
46	Brittany McEachron		2506 Crystal Lake Acres Dr.
47	Quaneka McEachron		2506 Crystal Lake Acres Dr.
48	Tahya Lee		2515 Crystal Lake Acres Dr.
49	William Lee		2515 crystal Lake Acres Dr.
50	Kelley Agee		2512 Crystal Lake Acres Dr
51	Shirley Agee		2512 Crystal Lake Acres Dr
52			2518 Crystal Lake Acres
53	Dalton H Smith		2519 Crystal Lake Acres
54	Michael Arvin		2527 Crystal Lk Acres Drive
55	Jennifer Arvin		2527 Crystal Lk Acres Dr
56	Yisel Meneses		2527 Crystal Lk Acres Dr
57		Katie Jones	2527 Crystal Lk Acres Dr
58	Chris Nelson		2523 Crystal Lake Acres Dr #2
59	Stephanie Narvaez		2523 Crystal Lake Acres
60	Joan Martinez		2523 Crystal Lake Acres #3
61	Jayson Michener		2616 Crystal Lake Acres Dr

#1

62	Caitlyn Michener	C. M	2606 Crystal Lake Acres Dr.
63	Andres Quintana	[illegible]	2532 Crystal Lake Acres Dr.
64	Lawrence McRae	[illegible]	2622 Crystal Lake Drive
65	Dionet Perez Marquez	[illegible]	2530 Crystal Lake Acres Dr.
66	Esperanza Castellanos	[illegible]	2614 Crystal Lake Acres Dr
67	Victor Castellanos	[illegible]	2614 Crystal Lake Acres Dr
68	Daniel Castellanos	[illegible]	2614 Crystal Lake Acres Dr
69	Victor IV Castellanos	[illegible]	2614 Crystal Lake Acres Dr
70	Emily Jeffers	[illegible]	2607 Crystal Lake Acres Dr
71	Brandon Jeffers	[illegible]	2607 Crystal lake acres dr.
72	Laura Harmon	[illegible]	3002 crystal Hills dr
73	Wilson Scelza	[illegible]	3046 CRYSTAL HILLS DR
74	MIKE MONTFORD	[illegible]	3083 CRYSTAL HILLS DR
75	Edward Montoya	[illegible]	3143 CRYSTAL HILLS DR
76	Luis Copto	[illegible]	3146 crystal hills Dr
77	Daniela Copto	[illegible]	3146 Crystal hills Dr
78	Felipa Guerra	[illegible]	3146 Crystal hills Dr
79	Madeleine Copto	[illegible]	3146 Crystal hills Dr
80	Marlene Thompson	Marlene Thompson	2615 Crystal Lake Acres Dr.
81	Jeremy Maness	[illegible]	2685 Crystal Lake Acres Dr.
82	Jon Carter	[illegible]	2667 Crystal Lake Acres Dr.
83	Suzanne Duncan	[illegible]	2625 Crystal lake Acres Dr.
84	Jesse Ahrendt	[illegible]	2531 Crystal lake acres Dr.
85	Avery Cunningham	[illegible]	2649 Crystal Lake Acres Dr
86	Sashuna Matthews	[illegible]	2669 Crystal Lake Acres Dr.
87	Andrew Stall	[illegible]	2643 Crystal Lake Acres Dr.
88	Rachel Howard	[illegible]	2643 Crystal lake Acres Dr.
89	Nathaniel Molini	[illegible]	2637 Crystal Lake Acres Dr
90	Jenna Molini	[illegible]	2637 Crystal Lake Acres Dr
91	William Mayfield	[illegible]	3134 Crystal Hills Dr.
92	Cynthia Johnson	[illegible]	3109 Crystal Hills Loop S
93	Sylvester Johnson	[illegible]	3109 Crystal Hills Loop S
94	Jamaal Johnson	[illegible]	3109 Crystal Hills Loop S
95	Ladiesha Johnson	[illegible]	3109 Crystal Hills Loop S
96	LAWRENCE	[illegible]	1223 universe st
97	Steven		1223 universe st
98	Michael Corvello	[illegible]	1519 Neptune Dr.
99	Amber C. Grubb	[illegible]	1519 Neptune Dr., 33801
100	Fred. Carter III	[illegible]	1417 dolphin drive 33801
101	MARIO SIMEONI	[illegible]	1414 Dolphin Drive
102	RON MICKEY JR	[illegible]	2537 Crystal Hills Loop N
103	Annie Gilmore	[illegible]	1182 dolphin dr. Lakeland 33801
104	Kelsey McKenna	[illegible]	1423 Dolphin Dr Lakeland
105	Bobbie Mckenna	[illegible]	1423 Dolphin Dr Lakeland 33
106	Timothy McKenna	[illegible]	1423 Dolphin Dr Lakeland 33
107	Bonnie Phillips	Bonnie Phillips	1414 Dolphin Dr Lakeland FL 33801

#1

108	Ricky Phillips		1414 Dolphin Dr. Lkld 33801
109	Matt Dwesson		1642 Dolphin dr Lkld 33801
110	[illegible]		1408 Dolphin Dr Lkld 33801
111	Felix Takanda		1408 Dolphin Dr Lakeland FL 33801
112	Sang Khamm		1434 Dolphin Dr Lkld 33801
113	[illegible]		1510 Dolphin Dr Lkld 33801
114	[illegible]	Bridget Bruce	1411 Dolphin Dr Lkld 33801
115	Desiray Blake		1411 Dolphin Dr. Lkld FL 33801
116	GREGORY EVANS		1420 S. Combee Rd LK 33801
			Mineral Mill Supply
117	Lizzmarie Martinez-Lebron		2651 Crystal Lake Acres Dr Lakeland FL 33801
118	Daniel McFarlane		2651 Crystal Lake Acres Dr Lakeland 33801
119	James Thomas		2639 CRYSTAL LAKE ACRES LAKELAND FL 33801
120	Kendall Roberts	Kendall Roberts	2645 Crystal Lake Acres Dr Lakeland FL 33801
121	Blake Gilbert		2645 crystal lake Acres Dr 33801 33809
122	Yeglonda Richard	Yeglonda Richard	2657 crystal lake acres dr 33801
	Elisabet Gonzalez		2730 Mine & Mill rd. 33801
	Pamela Pitre		2730 Mine & Mill rd. 33801
	Samuel Winter		2730 mine & mill Rd 33801
	Brennan Parker		2826 Mine & Mill Rd 33801
	Tim Chaney		2824 mine & mill Rd 33801
	[illegible]		2826 Mine & Mill Rd.
	[illegible]		2825 Mine & Mill Rd. 33

#2

Petition to oppose the construction of a Construction Aggregate and storage facility on Mine and Mill Road, Lakeland.

We the people of Crystal Lake Acres Estates and surrounding neighborhoods oppose the building of the construction aggregate and storage facility.

The following are some of the concerns arising from the construction of this facility;

1. The level of noise produced by this operation will be very high and occur all hours during the week.

2. The School Oscar J Pope Elementary is located very close to the location.

3. The air quality conditions of all the nearby residential areas will be affected which could lead to other health concerns.

4. The wetlands located on the same property will be affected by run off water used to keep dust down.

5. The traffic that uses Combee Rd. is already very heavy and adding 400 loads per day will add to the congestion already present.

All signatures provide agree to the opposition of the above mentioned

	Print Name (First & Last):	Signature:	Address:
1	Patricia Pool	Patricia Pool	2410 Crystal Hills Loop W. Lakeland, FL 33801
2	Lisa Lounsbury	Lisa Lounsbury	2410 Crystal Hills Loop W. Lakeland, FL 33801
3	William Roberts	William Roberts	2410 Crystal Hills Loop W. Lakeland, FL 33801
4	Bill Roberts	Bill Roberts	2410 Crystal Hills Loop W. Lakeland, FL 33801
5	Bob Pool	Bob Pool	2410 Crystal Hills Loop W. Lakeland, FL 33801
6	Lisa Lounsbury	Lisa Lounsbury	2410 Crystal Hills Loop W. Lakeland, FL 33801
7	Shelly Rocker	Shelly Rocker	2410 Crystal Hills Loop W. Lakeland, FL 33801
8	Geremia Mixon	Geremia Mixon	2408 Hills Ave, Lakeland, FL 33801
9	Chris Hedges	Chris Hedges	1119 Watertown Pt Lakeland FL 33801
10	Mark Garcia	Mark Garcia	3213 Crystal Hills Loop S Lakeland, FL 33801
11	Tonya Hedges	Tonya Hedges	3213 Crystal Hills Loop S Lakeland, FL 33801
12	Paul Jackson	Paul Jackson	3213 Crystal Hills Loop S
13	Caleb Jackson	Caleb Jackson	3214 Crystal Hills Loop S
14	Courtney Cox	Courtney Cox	3215 Crystal Hills Loop S
15	Melline Harper	Melline Harper	3216 Crystal Hills Loop S
16	Daniel Johnson	Daniel Johnson	3216 Crystal Hills Loop S
17	Alyssa Johnson	Alyssa Johnson	3216 Crystal Hills Loop S
18	Sarah Johnson	Sarah Johnson	3216 Crystal Hills Loop S

#2

19	Jessica DeForge	Jessica DeForge	2317 Crystal Hills Loop S
20	Raiden Lowrsbery	Raiden Lowrsbery	2317 Crystal Hills Loop S
21	Patrick Lawby	Patrick Lawby	PO Box 2608 Tampa, FL
22	Douglas Jusick	Douglas Jusick	2318 Crystal Hills Loop S
23	Jeffery Berry	Jeffrey Berry	851 E. Orange St.
24	Greg Mitchell	Greg Mitchell	Astor, FL
25	Lyrchen Lowrsbery	Lyrchen Lowrsbery	Myrtle Beach, SC
26	Steven Stillman	Steven Stillman	Astor, FL
27	Christine Lawby	Christine Lawby	DeHona, FL
28	Kathy Lawby	Kathy Lawby	DeHona, FL
29	Robert Black	Robert Black	2319 Crystal Hills Loop S
30	Corey Palmer	Corey Palmer	3134 Skyview Dr Brigview
31	Bobby Day	Bobby Day	1311 Skyview Cv
32	Maria Lopez	Maria Lopez	1030 Waterledge Drive
33	Christopher Page	Christopher Page	1123 Skyview Blvd.
34	Faith Hill	Faith Hill	1238 Waterledge Dr
35	Samantha Rose	Samantha Rose	1610 Reynolds Rd #144
36	Rose Corey	Rose Corey	1610 Reynolds Rd #264
37	Jose Vasquez	Jose Vasquez	1610 Reynolds Rd Lot 55
38	Isa Martinez	Isa Martinez	1610 Reynolds Rd # 154
39	Hillary Brown	Hillary Brown	1610 Reynolds Rd # 293
40	Karen Carter	Karen Andrews	731 Pearl St.
	~~Jean Anthony~~	Anthony Crone	418 N. Stella Ave
41	Anthony Crone	Michael Story	1101 E. Oleander St.
42	Michael Mineal Story		
43	Helen Ortiz	Helen Ortiz	2489 Winnipeg Dr
44	Lee Pakumbo	Lee Pakumbo	4220 Old Dixie Hwy
45	Tanya Pakumbo	Tanya Pakumbo	1610 Reynolds Rd #264
46	Darby Stadard	Darby Stannard	800 Woodland Ave
47	Riley Stewart	Riley Stewart	131 Honeytree Lane E
48	Hailey Backer	Hailey Backer	125 N. Kentucky Ave # 307
49	Monique Cruz	Monique Cruz	3304 Hughes St.
50	Rodney Elk	Rodney Elk	2104 Sandford Rd
51	Ron Tillbitt	Ron Tillbitt	1508 Stacey Dr
52	Joey Bassett	Joey Bassett	2500 Broadway St.
53	Linda Fox	Linda Fox	1116 Enchanted Dr
54	Kendra Sanders	Kendra Sanders	1426 Morganwood Dr
55	Jessie Lalone	Jessie Lalone	1433 Morganwood Dr
56	David Lalone	David Lalone	2834 Dixie Rd
57	Tammy Lalone	Tammy Lalone	1331 Long St
58	April Springer	April Springer	1101 Timber Dr.
59	Tara Davis	Tara Davis	1249 Rands Dr
60	Mark Hunter	Mark Hunter	3020 Morgan Combee Rd
61	Jasmine McCoy	Jasmine Livingston	1004 Canal Dr W
62	Terrisa Livingston	Terrisa Livingston	2726 Morgan Combee Rd
63	Angie Fourman	Angie Fourman	1019 Woodland Ave

#2

64	Mark Smith	Mark Smith	550 Woodland ave
65	Carlton Smith	Carlton Smith	746 Woodland ave
66	Andy Vise	Andy Vise	2911 Pine Crest Ln.
67	Tommy mead	Tommy Mead	2915 Pine Crest Ln
68	Sara Town	Sara Town	310 S. Eastside Dr
69	Elizabeth Town	Elizabeth Town	2206 Lakeview St.
70	Joe White	Joe White	2412 Lakeview St.
71	Darrel Long	Darrel Long	203 Idaho Ave
72	Sally Long	Sally Long	112 Idaho Ave
73	garet Long	Garrett Long	2334 Burns St.
74	Erin Nigel	Erin Nigel	2402 Burns St.
76	Shawn Nigel	Shawn Nigel	2244 Everett St.
76	Derrick Hall	Darrick Hall	250 E. Magnolia St
77	Amy Story	Amy Story	2511 Weber St
78	April Jean	April Jean	1319 Parker ST.
79	Brandy Brooks	Brandy Brooks	1221 E. Parker St.
80	Carrie Peterson	Carrie Peterson	1215 E. Myrtle St.
81	Carol Peterson	Carol Peterson	220 Lake Bonny Dr E
82	Tracey Peterson	Tracey Peterson	6028 Lake Shore Acres Dr.
83	Ryan Peterson	Ryan Peterson	1704 E. Elm Rd
84	Shelly Jones	Shelly Jones	113 Bluefield
85	Adam Jones	Adam Jones	1805 E. Fern Rd
86	Kelly Sands	Kelly Sands	155 Lake Morton
87	Amy Sands	Amy Sands	1902 E. Main St.
88	John Sanders	John Sanders	1880 N. Crystal Lake DR. #D
89	Lori Richards	Lori Richards	1836 N. Crystal Lake DR. #119
90	Keith Summers	Keith Summers	524 E Ellerbe Way
91	Richard Summers	Richard Summers	739 Ellerbe Way
92	Kent Hoover	Kent Hoover	2141 Monticello ave
93	Sander Nickoles	Sander Nickoles	2318 Suffolk CIR.
94	Amy Hunt	Amy Hunt	2521 Coral Way
95	Joel Sears	Joel Sears	505 Jamestown Ave
96	Jamie Allen	Jamie Allen	1930 N. Crystal Lake DR
97	Geroane Masks	Geroane Mask	1100 Lowry ave #23
98	Leon Masks	Leon Mask	2707 Sunshine Dr S
99	Jennifer Isabella	Jennifer Isabella	1326 Waterview Blvd W.
100	Brandy Peterson	Brandy Peterson	1261 Watersedge Dr
101	Greg Anders	Greg Anders	547 Perch PL
102	Tabitha Anders	Tabitha Anders	1610 Reynolds Rd #363
103	Darlene Robinson	Darlene Robinson	1610 Reynolds Rd #384
104	Darlene Jackson	Darlene Jackson	1610 Reynolds Rd #144
105	Leroy Green	Leroy Green	3522 Lori Lane N
106	Troy Green	Troy Green	3503 Lisa Ln.
107	Derrick Ester	Derrick Easter	3418 Lori Lane N.
108	Elbert Rickson	Elbert Rickson	3524 Lori Lane S.
109	Ellana Rickson	Ellana Rickson	1610 Reynolds Rd #55

RECEIVED
JAN 02 2024
LAND DEVELOPMENT
DIVISION

Land Development Division
Drawer GM03, P.O. Box 9005
Bartow, FL. 33831-9005

Petition to Oppose LDCT-2023-15

32 signatures

We, the undersigned, strongly object to the request of Case #: LDCT-2023-15.

We do NOT agree with an LDC text amendment to the Land Development code to add additional defined area to the boundaries depicted for Construction Aggregate Processing and Storage Area.

Why was this not done with the original conditional Comprehensive plan back in 2016?

Why should the owners be able to request this change because they decided to sell that portion of the parcel, therefore making it necessary to change the legal description.

This change will result in the Construction Aggregate Facility being somewhat closer to our 55+ community, Skyview Estates Inc.

We already have concerns with this Facility, including, but not limited to:
- negative effects to our air quality
- increased cement dust pollution
- increased dust pollution from the trucks
- increased noise pollution from the facility itself and the trucks
- increased emissions in our air from all the machinery and trucks
- the negative effect on our property value
- more truck traffic on Combee Rd
- the question of whether the County has enough resources to assure that all the codes are monitored and enforced.

This proposed Facility will affect our quality of lives, the peacefulness, the cleanliness the environment we love, as well our property values.

This proposed Facility will literally be in our back yard, with the proposed text amendment bringing it closer.

Would you want this Facility in your back yard?

All signatures on the attached pages agree to the opposition of the above mentioned case.

Signed: Jan 1, 2024

Signature: David O. Keister Print Name: David O. Keister

Street Address: 3031 Mimosa Way, Lakeland, FL 33801

Signature: Helmut Walter Print Name: Helmut Walter

Street Address: 3027 Bonaire Way

Signature: Allen Krzyzkowski Print Name: ALLEN KRZYZKOWSKI

Street Address: 1730 BLUE LAKE DR. LAKELAND FL. 33801

Signature: James Walborn Print Name: JAMES WALBORN

Street Address: 1906 BLUE LAKE

Signature: Beverly Clark Print Name: Beverly Clark

Street Address: 1934 Blue Lake Drive

Signature: Brenda Evans Print Name: Brenda Evans

Street Address: 1941 Blue Lake Drive, LKLD FL 33801

Signature: Diane Hopkins Print Name: DIANE HOPKINS

Street Address: 2013 BLUELAKE DR., LAKELAND, FL 33801

Signature: Robert W Hopkins Print Name: ROBERT HOPKINS

Street Address: 2013 BLUE LAKE DR, LAKELAND, FL 33801

Signature: Anthony Durgin Print Name: Anthony Durgin

Street Address: 3011 Sego Lane Lakeland FL 33801

Margaret Manning Margaret Manning

3040 Mimosa Way Lakeland FL 33801

Dyanna Arnstein DYANNA ARNSTEIN

3032 Ardore Way

Signature: Lila C Bohlen Print Name: Lila C Bohlen

Street Address: 1930 Blue Lake dr

Signature: [signature] Print Name: BARRY BUCKLAND

Street Address: 1537 SKYVIEW CT

Signature: [signature] Print Name: HEATHER DOROSH

Street Address: 1537 SKYVIEW COURT - LAKEMO

Signature: [signature] Print Name: SHARLANDS LAMPERT

Street Address: 1626 BLUE LAKE DRIVE

Signature: Dianne Buckland Print Name: Dianne Buckland

Street Address: 1626 Blue Lake Dr

Signature: [signature] Print Name: CHUNG ALLEN

Street Address: 1624 Blue Lake Dr

Signature: [signature] Print Name: RAYMOND PLUFF

Street Address: 1638 BLUE LAKE DR

Signature: [signature] Print Name: Marsha Hald

Street Address: 1638 Blue Lake Dr.

Signature: James Maas Print Name: JAMES MAAS

Street Address: 1707 BLUE LAKE DR.

Signature: Barbara Lutkowski Print Name: BARBARA LUTKOWSKI

Street Address: 1707 BLUE LAKE DR.

: Ku view Estates

Signature: Barbara Risk Print Name: Barbara Risk

Street Address: 1830 Blue Lake Dr Lakeland Fl 33801

Signature: Dennis Risk Print Name: Dennis Risk

Street Address: 1830 Blue Lake Dr. Lakeland FL. 33801

Signature: Cynthia Bagg Print Name: Cynthia Bagg

Street Address: 1926 Blue Lake Dr. Lakeland Fl. 33801

Signature: [illegible] Print Name: DERYCK BAGG

Street Address: 1926 BLUE LAKE DR, LAKELAND FL 33801

Signature: Cameron Walter Print Name: CAMERON WALTER

Street Address: 1812 BLUE LAKE DR, LAKELAND FL 33801

Signature: Brenda Walter Print Name: Brenda Walter

Street Address: 1812 Blue Lake Dr. Lakeland Fl 33801

Signature: Martine Taylor Print Name: MARTEINE Taylor

Street Address: 1914 Blue Lake Dr. Lakeland Fl 33801

Signature: [illegible] Print Name: WARD TAYLOR

Street Address: 1914 BLUE LAKE DR, LAKELAND, FL, 33801

Signature: Robert C Bohlen Print Name: Robert C Bohlen

Street Address: 1930 Blue lake dr.

Signature: Bonnie Shalof Print Name: Bonnie Shalof

Street Address: 1626 Blue Lake Dr.

Signature: David Shalof Print Name: DAVID SHALOF

Street Address: 1626 BLUE LAKE DR 33801

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Land Development Division
Drawer GM03, P.O. Box 9005
Bartow, FL. 33831-9005

107

Jan 1, 2024

Petition to Oppose LDCT-2023-15 and LDCU-2023-19

We, the undersigned, strongly object to both Case #: LDCT-2023-15 and LDCU-2023-19

We oppose the LDC text amendment to the Land Development code to add additional defined area to the boundaries depicted for Construction Aggregate Processing and Storage Area.
This change will result in the Construction Aggregate Facility being closer to our 55+ community, Skyview Estates Inc. We also oppose the conditional use of this Facility.

We have major concerns with this Facility, including, but not limited to:
- increased cement dust - respiratory problems for high risk populations (old and young)
- increased dust pollution from the trucks
- increased noise pollution from cement slab crushing process in facility itself & truck noise
- increased emissions in our air from all the machinery and trucks
- environmental concerns for water required to control cement dust, the effect on existing wells & the runoff into our lake etc etc
- the negative effect on our property value
- more truck traffic on Combee Rd
-does County have enough resources to assure all the codes are monitored and enforced?
-huge negative impact the Oscar J Pope Elementary School, only 600-700 yards away!

This proposed Facility will affect our health, our quality of life, the peacefulness, the cleanliness, the environment we love, as well our property values.

This proposed Facility will literally be in our back yard, with the proposed text amendment bringing it closer.
Would you want this Facility in your back yard or any of your family member's backyard?

All people signing the attached pages STRONGLY oppose the above mentioned cases.

SCANNED

Signature: Charles R Weller JR Print Name: CHARLES R. WELLER JR

Street Address: 1623 ACACIA DR

Signature: Robert E Cooley Print Name: Robert E. Cooley

Street Address: 3012 Dover Lane Lakeland Fl 33801

Signature: Marcia Murray Print Name: Marcia Murray

Street Address: 1831 Blue Lake Dr Lakeland FL 33801

Signature: Richard Murray Print Name: Richard Murray

Street Address: 1831 Blue Lake Dr Lakeland FL 33801

Signature: Marcia Wilcox Print Name: Marcia Wilcox

Street Address: 1634 Bluelake Dr

Signature: Gregory Hunter Print Name: Gregory Hunter

Street Address: 3042 Galaxy Lane Lakeland, Fl. 33801

Signature: Lillian Schindler Print Name: Lillian Schindler

Street Address: 1517 Blue Lake Dr.

Signature: Karen Schindler Print Name: Karen Schindler

Street Address: 1517 Blue Lake Dr. Lakeland FL 33801

2 names

Signature: Cindy Hein / Barry Chapman Print Name: Cindy Hein / Barry Chapman

Street Address: 3030 Heather Way Lakelander, FL 33801

Signature: John Hein Print Name:

Street Address: ~~3030 Heather way~~ Lakeland FL 33805

1200 N Davis ave LOT 76

LDCU-2023-19
LDCT-2023-15

Signature: Mary Provenza Print Name: MARY PROVENZA

Street Address: 1613 Spring Dr. Lakeland FL 33801

Signature: [illegible] Print Name: MICHAEL LONG

Street Address: 3030 SUNWAY LAKELAND FL. 33801

Signature: Rita Hovey Print Name: RITA HOVEY

Street Address: 3040 SUN WAY LAKELAND FL 33808

Signature: Rilla J. Streur Print Name: RILLA J. STREUR

Street Address: 1718 BLUE LAKE DR. LAKELAND FL, 33801

RS

Signature: [illegible] Print Name: RICHARD J LEAUY

Street Address: 3023 DOVER LN LAKELAND FL 33801

Signature: Candy Taylor Print Name: Candy Taylor

Street Address: 1706 Blue Lake

Signature: Gloria Potzler Print Name: Gloria Potzler

Street Address: 3033 Galaxy Rd

Signature: [illegible] Print Name: David Potzler

Street Address: 3033 Galaxy Rd.

Signature: [illegible] Print Name: Mike Teffs P.H.

Street Address: 1921 blue lake Dr.

LDCU-2023-19

LDCT-2023-15

Signature: R Whitted Print Name: Richard Whitted

Street Address: 3038 Galaxy

Signature: Linda Whitted Print Name: Linda Whitted

Street Address: 1504 Skyview Blvd.

Signature: Mary T. Holbert Print Name: Mary T. Holbert

Street Address: 1942 Blue Lake Dr.

Signature: K Curwy Print Name: Ken Curwey

Street Address: 1471 EAGLE CREST BLVD WINTER HAVEN

Signature: Print Name: Emmanuel Brée

Street Address: 1954 South Combee rd

Signature: Beverly Towers Print Name: BEVERLY TOWERS

Street Address: 3039 BONAIRE WAY LAKELAND

Signature: Cheryl Harris Print Name: Cheryl Harris

Street Address: 1506 Blue Lake Dr

Signature: ~~Dixie Sp~~ Dixie Spencer Print Name: Dixie Spencer

Street Address: 3035 DOVER LA

Signature: Patricia Cutright Print Name: Patricia Cutright

Street Address: 3035 Dover Ln Lakeland FL 33801

LDCU-2023-19

LDCU-2023-15

Signature: Peggy L McHenry Print Name: PEGGY L McHENRY

Street Address: 3040 KIMBERLY WAY LAKELAND, FL 33801

Signature: Richard T Moore Print Name: Richard T Moore

Street Address: 3040 Ardmore Way

Signature: Elaine Congdon Print Name: Elaine Congdon

Street Address: 3039 ARDMORE CIRCLE

Signature: David Grange Print Name: David Grange

Street Address: 1606 Spring Dr Lakeland FL 33801

Signature: Linda Boman Print Name: LINDA BOMAN

Street Address: ~~2232 N 5~~ 1542 BLUE LK Lakeland

Signature: Dan Boman Print Name: DAN BOMAN

Street Address: 1542 Blue Lk Lakeland

Signature: Bob Cooley Print Name: 561-827-9650

Street Address: 3014 DOVER. LA. LAKELAND

Signature: David E DeMarse Print Name: David E. DeMarse

Street Address: 1526 Blue Lake Drive

Signature: Carol DeMarse Print Name: Carol DeMarse

Street Address: 1526 Blue Lake Drive

LDCU - 2023 - 19

LDCT - 2023 - 15

Signature: Robert Howard Print Name: Robert Howard

Street Address: 3011 Red Bud Ln.

Signature: Cheri Bailey Print Name: Cheri Bailey 863-286-9024

Street Address: 1501 Dogwood DR - Lakeland, Fla 33801

Signature: [illegible] Print Name: Frank Johnson

Street Address: 4220 old dixie hwy Aburndale

Signature: Jessie Johnson Print Name: Jessie Johnson

Street Address: 4220 old dixie hwy Aburndale

Signature: Elijah Johnson Print Name: Elijah Johnson

Street Address: 4220 old dixie hwy Auburndale

Signature: Ramona Lee Print Name: RAMONA LEE

Street Address: 1523 DOGWOOD DR. LAKELAND, 33801

Signature: Donald Lee Print Name: DONALD LEE

Street Address: 1523 DOGWOOD DR Lakeland, Fl 33801

Signature: [illegible] Print Name: Brithney Mccormick

Street Address: 218 Fox Lake Dr 33809

Signature: [illegible] Print Name: Mallarie Mccaine

Street Address: 1533 Dogwood dr lakeland Fl 33801

Signature: Marita Ruiz-Arzola Print Name: Marita Ruiz-Arzola

Street Address: 1533 Dogwood Dr. 33801

LDCU-2023-19
LDCT-2023-15

Signature: [signature] Print Name: SANIN CARGIUNTARGIAN

Street Address: 1542 DOGWOOD DR. LAKELAND 33801

Signature: [signature] Print Name: David Boodhoo

Street Address: 1541 Dogwood Dr Lakeland FL.

Signature: [signature] Print Name: Robert E. Shepherd

Street Address: 1546 Dogwood Dr LAKELAND FL 33801

Signature: [signature] Print Name: RUTH E. SHEPHERD

Street Address: 1546 Dogwood DR LAKELAND FL 33801

Signature: [signature] Print Name: Edna Poe

Street Address: 3020 Sego ln Lakeland 33801

Signature: [signature] Print Name: Tony Poe

Street Address: 30 W Sego ln lakeland 33801

Signature: [signature] Print Name: Patrick McTAGGART

Street Address: 3033 SEGO LANE

Signature: [signature] Print Name: Jack Wilcox

Street Address: 3035 Sego Ln Lakeland, FL.

Signature: [signature] Print Name: Lynne Louton

Street Address: 3035 SEGO LN LAKELAND FL. 33801

Signature: [signature] Print Name: MARIANO RAMOS JR

Street Address: 3036 Sego LN LAKELAND, FL 33801

LDCU - 2023-19
LDCT - 2023-15

Signature: [signature] Print Name: JOSE E SANTOS

Street Address: 3014 SEGO LANE

Signature: [signature] Print Name: David McCray

Street Address: 1614 Blue Lake Dr. Lakeland, FL 33801

Signature: [signature] Print Name: LISA MCCRAY

Street Address: 1614 Blue Lake Dr Lakeland FL 33801

Signature: [signature] Print Name: L Charles Booms

Street Address: 1550 BLEC LAK DR Lakeland Fl 33801

Signature: Susan Booms Print Name: Susan Booms

Street Address: 1550 Blue Lake Dr Lakeland, Fl 33801

Signature: [signature] Print Name: THOMAS L GARLOW

Street Address: 1537 Blue Lake Dr Lakeland FL 33801

Signature: Clara Garlow Print Name: CLARA GARLOW

Street Address: 1537 Blue Lake Dr Lakeland FL 33801

Signature: [signature] Print Name: Bruce Weber

Street Address: 8740 ~~Nor~~ Blue Lake Dr.

Signature: Mike Ohtman Print Name: MIKE OHTMAN

Street Address: 5435 CHILB #1hh W

Signature: Alison Sirda Print Name: Alison Sirda

Street Address: 1518 Blue Lake D

LDCU-2023-19
LDCT-2023-15

Signature: Diane Cavanagh Print Name: Diane Cavanagh

Street Address: 2600 LOT 391 Hardin Blvd LKLD

Signature: Karen Kyle Print Name: KAREN Kyle

Street Address: 2553 Highlands Vue Pkwy LKLd 33812

Signature: Edris Curry Print Name: Edris CURRY

Street Address: 1102 Lakepoint DR.

Signature: Sarah Caldwell Print Name: SARAH CALdwell

Street Address: 1934 LongBoat DR

Signature: Jerry Morgan Print Name: JERRY MORGAN

Street Address: 455 NIGHTHAWK DR., LAKELAND, FL 33813

Signature: Patsy Ham Print Name: Patsy Ham

Street Address: 3245 Stonewater Dr. Lakeland FL 33803

Signature: Jeanne S Hebert Print Name: Jeanne S. Hebert

Street Address: 3019 Mission Lakes Dr. Lkld 33803

Signature: Lorna Harding Print Name: LORNA HARDING

Street Address: 275 CLOVERDALE RD. WINTER HAVEN, FL 33884

Signature: Debra Jankowski Print Name: DEBRA JANKOWSKI

Street Address: Lakeland, FL

LDCU-2023-19
LDCT-2023-15

Signature: Betty Twiss Print Name: BETTY TWISS

Street Address: 1530 Blue Lake Dr. Lakeland, FL 33801

Signature: Ronnie Twiss Print Name: RONNIE TWISS

Street Address: 1530 Blue Lake Dr. Lakeland, FL 33801

Signature: Missy Walters Print Name: Missy Walters

Street Address: 1233 W. Patterson St. Lakeland, FL 33815

Signature: Judith Woodring Print Name: Judith Woodring

Street Address: 6061 Strickland Ave., Lakeland, FL 33812

Signature: Susan Simmons Print Name: Susan Simmons

Street Address: 1511 Blue Lake Dr. Lakeland, FL 33801

Signature: Jerry Packard Print Name: Jerry Packard

Street Address: 3039 Heather Way

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

LDCU-2023-19

LDCT-2023-15

BR

Signature: A. Reynolds Print Name: Angela Reynolds

Street Address: 3015 REDBUD LANE, LAKELAKE, FL 33801

Signature: Blanca Rosario Print Name: Blanca Rosario

Street Address: 1519 Dogwood Dr. Lakeland, FL 33801

Signature: Jose A. Rosario Print Name: Jose A. Rosario

Street Address: 1519 Dogwood Dr. Lakeland, FL 33801

Signature: Terry Prince Print Name: Terry Prince

Street Address: 3010 Heather Way - Lakeland, FL 33801

Signature: Edward Prince Print Name: Ed Prince

Street Address: 3010 Heather Way - Lakeland, FL 33801

Signature: Norma E. Short Print Name: Norma E. Short

Street Address: 1536 Dogwood Dr. Lakeland, FL. 33801

Signature: Dennis Schramm Print Name: Dennis Schramm

Street Address: 1536 Dogwood Dr. Lakeland FL. 33801

Signature: Loyd Barnhart Print Name: LOYD BARNHART

Street Address: 1537 Dogwood DR

Signature: Diane Barnhart Print Name: DIANE BARNHART

Street Address: 1537 Dogwood DR

LDCU-2023-19
LDCT-2023-15

Signature: Gail Kirsch Print Name: Gail Kirsch

Street Address: 1540 Skyview Ct Lakeland FL

Signature: Shirley J Cole Print Name: Shirley J Cole

Street Address: 3019 Sego Ln, Lakeland, FL 33801

Signature: Leah Lewis Print Name: Leah Lewis

Street Address: 3015 Sego Ln. Lakeland, FL. 33801

Signature: [signature] Print Name: CHARLES MAIDL

Street Address: 3028 SEGO LANE LAKELAND FL

Signature: JMcKenzie Rookey Print Name: JC. McKenzie Rookey

Street Address: 1606 Blue Lake DR., Lakeland, FL 33801

Signature: John R Rookey Print Name: John R Rookey

Street Address: 1606 Blue Lake Dr. Lakeland, FL 33801

Signature: [signature] Print Name: Reng Ruey Hung

Street Address: 827 Mandarin St, FL 33803

Signature: William J. Kirsch Jr Print Name: William J Kirsch Jr

Street Address: 1540 Skyview Ct., Lakeland FL 33801

Signature: Linda J Kurek Print Name: Linda J Kurek

Street Address: 1545 Blue Lake Dr Lakeland FL 33801

LDCU-2023-19
LDCT-2023-15

Signature: Karelyn Shepherd Print Name: KAROLYN SHEPHERD

Street Address: 924 Jere Circle Lakeland FL 33801

Signature: Wade Hillesheim Print Name: Wade Hillesheim

Street Address: 1684 Neptune Dr

Signature: Linda Hill Print Name: Linda Hill

Street Address: 731 Memphis Rd Lakeland

Signature: Jean Pearson Print Name: Jean Pearson

Street Address: 1603 Untah Ave LKLD

Signature: Charles Giometto Print Name: CHARLES GIOMETTO

Street Address: 311 Granada Rd Auburndale

Signature: Barbara Buchheit Print Name: BARBARA BUCHHEIT

Street Address: 1402 BLUE LK DRIVE 33801

Signature: Charles A Buchheit Print Name: CHARLES BUCHHEIT

Street Address: 1634 BLUE LAKE DR. LDCU-2023-1C LDCT-2023-1

Land Development Division
Drawer GM03, P.O. Box 9005
Bartow, FL. 33831-9005

Jan 1, 2024

Petition to Oppose LDCT-2023-15 and LDCU-2023-19

We, the undersigned, strongly object to both Case #: LDCT-2023-15 and LDCU-2023-19

We oppose the LDC text amendment to the Land Development code and the conditional use for the Construction Aggregate Processing and Storage Facility..

We are members of the Citrus Woods Property Owners Association living in Citrus Woods at 1610 Reynolds Rd #391, Lakeland 33801.

We have major concerns w[illegible]luding, but not limited to:
244
- increased cement dust - [illegible]for high risk populations (old and young)
- increased dust pollution from the trucks
- increased noise pollution from cement slab crushing process in facility itself & truck noise
- increased emissions in our air from all the machinery and trucks
- environmental concerns for water required to control cement dust, the effect on existing wells & the runoff into our lake etc etc
- the negative effect on property value
- more truck traffic on Combee Rd
-does County have enough resources to assure all the codes are monitored and enforced?
-huge negative impact the Oscar J Pope Elementary School, only 600-700 yards away!

This proposed Facility will affect our health, our quality of life, the peacefulness, the cleanliness, the environment we love, as well our property values.

This proposed Facility will literally be in some residents back yard.
Would you want this Facility in your back yard or any of your family member's backyard?

All people signing the attached pages STRONGLY oppose the above mentioned cases.

SCANNED

CW 1

Signature: [signature] Print Name: Ann Mathers

Street Address: 1610 Reynolds Rd. Lakeland FL

Signature: [signature] Print Name: DONNA FAIRE Roberts

Street Address: 1610 Reynolds RD #16 - Lakeland FL 3380

Signature: [signature] Print Name: IVA MATHERS

Street Address: 1610 Reynolds Rd 259 Lakeland FL

Signature: [signature] Print Name: Betty Beaulieu

Street Address: 1610 Reynolds Rd. #364 Lakeland, FL 33801

Signature: [signature] Print Name: GEORGE BEAULIEU

Street Address: 1610 REYNOLDS RD # 364 LAKELAND FL. 33801

Signature: [signature] Print Name: THOMAS ROBERTS

Street Address: 1610 REYNOLDS RD #16, LAKELAND, FL 33801

Signature: [signature] Print Name: Laura Wright

Street Address: 1610 Reynolds Rd, Lot 269 Lakeland, FL 33801

Signature: [signature] Print Name: Lynda Rowe

Street Address: 1610 Reynolds Rd Lot 240 Lakeland, FL 33801

Signature: [signature] Print Name: ESTHER PLANK

Street Address: 1610 Reynolds Rd, Lot 142 Lakeland FL 33801

Signature: [signature] Print Name: _____

Street Address: 1610 Reynolds Rd LOT 63 Lakeland FL 33801

CW 2

Signature: C Douglas Print Name: Tina Douglas

Street Address: 1610 Reynolds Rd Lot 174

Signature: [signature] Print Name: Brian Douglas

Street Address: 1610 Reynolds Rd Lot 174

Signature: Lorraine Eybergen Print Name: Lorraine Eybergen

Street Address: 1610 Reynolds Rd Lot 256 Lakeland

Signature: BEyberger Print Name: Bill Eybergen

Street Address: Same

Signature: Faye Linseman Print Name: FAYE LINSEMAN

Street Address: 1610 Reynolds Rd #370

Signature: D.J. Linseman Print Name: DOUG LINSEMAN

Street Address: 1610 Reynolds Rd #370

Signature: Gary Helwer Print Name: GARY Helwer

Street Address: 1610 Reynolds R #97

Signature: Nancy Helwer Print Name: NANCY Helwer

Street Address: 1610 Reynold Rd #97

Signature: Kathy Lowry Print Name: KATHY Lowry

Street Address: 1610 Reynolds #356

Signature: Vicki Gower Print Name: VICTORIA GOWER

Street Address: 1610 REYNOLDS RD UNIT 111

CW 3

Signature: Betty Jean McClirk Print Name: Betty Jean McClirk

Street Address: 1610 Reynolds Rd Lot 136

Signature: Ranny Wright Print Name: Ranny Wright

Street Address: 1610 Reynold Rd

Signature: Judith a Berg Print Name: Judith A. Berg

Street Address: 1610 Reynolds Rd Lot 211

Signature: Jeff Foose Print Name: Jeff Foose

Street Address: 1610 Reynolds Rd #48 Lakeland FL

Signature: Dolene Williams Print Name: Dolene Williams

Street Address: 1610 Reynolds Rd #38 Lakeland, FL

Signature: William Berg Print Name: William Berg

Street Address: 1610 Reynolds Rd Lot 211

Signature: Elizabeth Ryan Print Name: Elizabeth Ryan

Street Address: 1610 Reynolds Rd Lot 57 Lakeland FL

Signature: Maureen Hogan Print Name: Maureen Hogan

Street Address: 1610 Reynolds #283

Signature: Roger Wurtzel Print Name: 989-274-4332

Street Address: 1610 Reynolds 303

Signature: Wanda Reynolds Print Name: WANDA REYNOLDS

Street Address: 1610 REYNOLDS RD UNIT 111

CW 4

Signature: Arla Ackerly Print Name: Arla Ackerly

Street Address: 1610 Reynolds Rd Lot 239 Lakeland, FL 33801

Signature: Constance E. Todd Print Name: Constance E. Todd

Street Address: 1610 Reynolds Rd #89 Lakeland FL

Signature: Jan Pretot Print Name: Jan Pretot

Street Address: 1610 Reynolds Rd Lot #130

Signature: Daniel Pretot Print Name: Daniel Pretot

Street Address: 1610 Reynolds Rd Lot #130

Signature: Penny Wurtzel Print Name: Penny Wurtzel

Street Address: 1610 Reynolds #303

Signature: Keith Rush Print Name: Keith Rush

Street Address: 1610 Reynolds Rd #1

Signature: Verna Rush Print Name: Verna Rush

Street Address: 1610 Reynolds Rd, #1

Signature: Cooke Print Name: Sandra Cooke

Street Address: 1610 Reynolds Rd Lot 327

Signature: Catherine E Sterns Print Name: Catherine E. Sterns

Street Address: 1610 Reynolds Rd Lot 121

Signature: Christine Frye Print Name: Christine Frye

Street Address: 1610 Reynolds Rd Lot 63

CW 5

Signature: Dianne Mitchelson Print Name: Dianne Mitchelson

Street Address: 1610 Reynolds Rd #209 Lakeland, Fl 33801

Signature: Albert Lindell Print Name: Albert Lindell

Street Address: 1610 Reynolds Ave Lot 323 Lakeland, FL 33801

Signature: Meredeth Tidwell Print Name: Meredeth Tidwell

Street Address: 1610 Reynolds R #265 Lakeland, FL 33801

Signature: Terry Dokken Print Name: TERRY DOKKEN

Street Address: 1610 Reynolds Rd #168 Lakeland FL. 33801

Signature: Gloria Dokken Print Name: GLORIA DOKKEN

Street Address: 1610 Reynolds Road #168 Lakeland FL 33801

Signature: Loretta Bise Print Name: Loretta Bise

Street Address: 1610 Reynolds Rd #354 Lakeland FL 33801

Signature: Richard Hartzell Print Name: Richard Hartzell

Street Address: 1610 Reynolds Rd #114 Lakeland, FL 33801

Signature: Larry Peters Print Name: Larry Peters

Street Address: 1610 #84 Reynolds Rd Lakeland FL. 33801

Signature: Wilva Marshall Print Name: Wilva Marshall

Street Address: 1610 Reynolds Rd #146 Lakeland Fla 33801

Signature: Delores Rempe Print Name: Delores Rempe

Street Address: 1610 Reynolds #158 Lakeland Fa. 33801

CW 6

Signature: Karen Russick Print Name: Karen Russick

Street Address: 1610 Reynolds Rd Lot 355 Lakeland FL 33801

Signature: Thelma Ellis Print Name: Thelma Ellis

Street Address: 1610 Reynolds Rd #318 Lakeland Fla

Signature: Linda Erickson Print Name: Linda Erickson

Street Address: 1610 Reynolds Rd, Lot #338, Lakeland, FL. 33801

Signature: David Erickson Print Name: David Erickson

Street Address: 1610 Reynolds Rd. Lot #338, Lakeland, FL. 33801

Signature: Daniel Rowe Print Name: DANIEL J. ROWE

Street Address: 1610 REYNOLDS RD. LOT 246 LAKELAND

Signature: Sandy Lind Print Name: SANDY LIND

Street Address: 1610 REYNOLD R#104 LAKELAND

Signature: ~~KARL~~ Edward Lind Print Name: KARL LIND

Street Address: 1610 REYNOLDS RD #104 LAKELAN

Signature: Patricia Dawson Print Name: Patricia Dawson

Street Address: 1610 Reynolds Rd. Lot 106 Lakeland

Signature: Cheryl Daugherty Print Name: Cheryl Daugherty

Street Address: 1610 Reynolds Rd #219 Lakeland 33801

CW 7

Signature: Marilyn Witter Print Name: Marilyn Witter

Street Address: 1610 Reynolds Rd # 377

Signature: Roger Timm Print Name: Roger Timm

Street Address: 1610 Reynolds Road Site 138 Lakeland

Signature: Margery West Print Name: Margery West

Street Address: 1610 Reynolds Rd Lot 19

Signature: Sherry Timm Print Name: Sherry Timm

Street Address: 1610 Reynolds Rd. Lot 138

Signature: Judy Kaluzny Print Name: Judy Kaluzny

Street Address: 1610 Reynolds Rd. Lot 286

Signature: Pam Bartley Print Name: PAM BARTLEY

Street Address: 1610 REYNOLDS Rd #88

Signature: Ernie Boggs Print Name: ERNIE BOGGS

Street Address: 1610 Reynolds Rd #382

Signature: Mary Moffatt Print Name: Mary Moffatt

Street Address: 1610 Reynolds Rd Lot 257

Signature: Sally Tomkinson Print Name: SALLY TOMKINSON

Street Address: 1610 Reynolds Rd. lot 360

Signature: Roger Emmons Print Name: Roger EMMONS

Street Address: 1610 Reynolds Rd #229

CW &

Signature: Sharon Boggs Print Name: Sharon Boggs

Street Address: 1610 Reynolds Rd Lot 382, LAKELAND FL 33801

Signature: Louise A Rash Print Name: LOUISE RASH

Street Address: 1610 REYNOLDS RD. LOT 309, LAKELAND, FL 33801

Signature: Tom Bartle Print Name: TOM BARTLE

Street Address: #88 1610 Reynolds Rd

Signature: Susan VanPatten Print Name: Susan VanPatten

Street Address: 1610 Reynolds Rd, Lot #322

Signature: Sharon A Sodman Print Name: Sharon A. Sodman

Street Address: 1610 Reynolds Rd Lot 141

Signature: Wayne A Sodman Print Name: Wayne A Sodman

Street Address: 1610 Reynolds Rd Lot 141

Signature: Harry VanPatten Print Name: HARRY VAN PATTEN

Street Address: 1610 Reynolds Rd Lot 322

Signature: Ron Tomkinson Print Name: Ron Tomkinson

Street Address: 1610 Reynolds Rd Lot 360

Signature: Myrna Goggins Print Name: Myrna Goggins

Street Address: 1610 Reynolds Rd Lot 216

Signature: Howard D Goggins Print Name: HOWARD D. GOGGINS

Street Address: 1610 Reynolds Rd Lot 216

CW 9

Signature: Duane Witter Print Name: DUANE WITTER

Street Address: 1610 Reynolds Rd Lakeland, Fla

Signature: Bradford Morse Print Name: BRADFORD MORSE

Street Address: 1610 REYNOLDS RD. LAKELAND, FLA. Lot 207

Signature: Stanley Ward Print Name: STANLEY WARD

Street Address: 1610 Reynolds Rd Lakeland F

Signature: Sally Miller Print Name: Sally Miller

Street Address: 1610 Reynolds Rd Lot 77 Lakeland Fl 3378/

Signature: Jerald Miller Print Name: Jerald Miller

Street Address: 1610 Reynolds Rd Lot 77 Lakeland Fl 3380

Signature: M. Morgan Print Name: MARCIA MORGAN

Street Address: 1610 REYNOLDS RD. LOT 218 LAKELAND.

Signature: Temple Place West 95 Print Name: AL Schumann

Street Address: Al Schumann

Signature: Sandra Morse Print Name: Sandra Morse

Street Address: 1610 Reynolds Rd, Lot 207, Lakeland, FL 3380(

Signature: Ed Szusz Print Name: ED. SZUSZ.

Street Address: 1610 Reynolds RD #59

Signature: Muriel Szusz Print Name: MURIEL SZUSZ

Street Address: 1610 Reynolds Rd. Lot 59

CW ID

Signature: Sandra Limbeck Print Name: Sandra Limbeck

Street Address: 1610 Reynolds Rd Lot 320

Signature: Jerry D Knapek Print Name: JERRY KNAPEK

Street Address: 235 PINE TREE Lane West

Signature: E Gaunt Print Name: ED GAUNT.

Street Address: 225 Reynolds Rd

Signature: Esther Oulton Print Name: Esther Oulton

Street Address: Lot 332. 1610 Reynolds Rd. Lakeland.

Signature: Peggy Donaldson Print Name: Peggy Donaldson

Street Address: 1610 Reynolds Rd Lot 245 Lakeland

Signature: Cecil K Watson Print Name: Cecil Watson

Street Address: 1610 Reynolds Rd Lot 246 Lakeland

Signature: Robert Harden Print Name: Robert Harden

Street Address: 1610 Reynolds Rd. Lot 287 LAKELAND FL 33801

Signature: Bonnie Harden Print Name: BONNIE HARDEN

Street Address: 1610 REYNOLDS Rd Lot 287 LAKELAND, FL 33801

Signature: Richard Nemitz Print Name: Richard Nemitz

Street Address: 1610 Reynolds Rd #65 Lakeland, FL 33801

Signature: Carla Nemitz Print Name: Carla Nemitz

Street Address: 1610 Reynold Rd. #65 Lakeland Fl 33801

CW 11

Signature: Cheryl Emmons Print Name: CHERYL EMMONS

Street Address: 1610 Reynolds Rd #127 Lakeland FL 33801

Signature: Gordon Emmons #127 Print Name: GORDON EMMONS

Street Address: 1610 REYNOLDS RD LAKELAND, FL 33801

Signature: alwilke Print Name: ALVIN J WILKE

Street Address: 1610 REYNOLDS RD #200

Signature: Barbara Wilke Print Name: Barbara Wilke

Street Address: 1610 Reynolds Rd #200 Lakeland, FL 33801

Signature: Larry Spires Print Name: LARRY SPIRES

Street Address: 1610 Reynolds Rd. Lot 31, Lakeland 33801

Signature: JoAnn Bienvenue Print Name: JoAnn Bienvenue

Street Address: 1610 Reynolds Rd., Lot 341, Lakeland, FL. 33801

Signature: Willis Bienvenue Print Name: Willis Bienvenue

Street Address: 1610 Reynolds Rd. Lot 341, Lakeland, Fl 33801

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

CW 12

Signature: [signature] Print Name: Sandra A Dotson

Street Address: 1610 Reynolds Rd Lot 294, Lakeland, FL 33801

Signature: [signature] Print Name: Jeanette Schmidt

Street Address: 1610 Reynolds Rd Lot 179 Lakeland FL 33801

Signature: [signature] Print Name: HELEN CARAWAY

Street Address: 1610 Reynolds Rd Lot 110 LAKELAND. FL.

Signature: [signature] Print Name: Terry Pondergl

Street Address: 1610 Reynolds Rd LAKELAND FL

Signature: [signature] Print Name: RICHARD TRUESDALE

Street Address: LOT #7 1610 REYNOLDS ROAD

Signature: [signature] Print Name: VERNA Fleming

Street Address: 1610 Reynolds Rd LOT 116

Signature: [signature] Print Name: RONALD FLEMING

Street Address: 1610 Reynolds Rd LOT 116

Signature: [signature] Print Name: DONNA M RETZLAFF

Street Address: 1610 Reynolds Rd LOT 276

Signature: [signature] Print Name: Dayd Hall

Street Address: 1610 Reynolds Rd Lot 258

Signature: [signature] Print Name: JOEL BORNSTEIN

Street Address: 40 Morningside Winter Haven, FL

CW 13

Signature: James P Bise Print Name: James Bise

Street Address: 1610 Reynolds Rd #354 Lakeland FL 33801

Signature: Emil Lilak Print Name: Emil Lilak

Street Address: 1610 Reynolds Rd. #185 Lakeland, FL 33801

Signature: Ben Williams Print Name: Ben Williams

Street Address: 1610 Reynolds Rd Lot 280, Lakeland 33801

Signature: Linda Shepard Print Name: Linda Shepard

Street Address: 1610 Reynold Road Lot 280 Lakeland Fl 33801

Signature: Patti Gray Print Name: Patti Gray

Street Address: 1610 Reynolds Rd. Lot 309 Lakeland Fl. 33801

Signature: Dan Tanner Print Name: Dan Tanner

Street Address: 1610 Reynolds Rd. Lot 336 Lakeland

Signature: Susan Tanner Print Name: Susan Tanner

Street Address: 1610 Reynolds Rd Lot 336 Lakeland

Signature: Mary Vollmar Print Name: Mary Vollmar

Street Address: 1610 Reynolds Rd. Lot 314 Lakeland

Signature: Beverly M. Waters Print Name: Beverly M Waters

Street Address: 1610 Reynolds Rd. Lot 233 Lakeland

Signature: Raymond Waite Print Name: Raymond Waite

Street Address: 1610 Reynolds Rd. - Lakeland

CW 14

Signature: Cathy Caterbone Print Name: Cathy Caterbone

Street Address: 944 Reynolds Rd, Lakeland

Signature: Cora Vanderwal Print Name: Cora Vanderwal

Street Address: 944 Reynolds rd LOT# 254

Signature: Sandy Pardridge Print Name: Sandy Pardridge

Street Address: 1365 Reynolds Rd, Lakeland #303

Signature: Mary Baker Print Name: Mary E Baker

Street Address: 1610 Reynolds Rd

Signature: Terresa Carrier Print Name: Terresa Carrier

Street Address: 1610 Reynolds Rd Lot 269

Signature: Larry Green Print Name: LARRY GREEN

Street Address: 3325 CR 98 South Lakeland

Signature: Laura Buckley Print Name: LAURA BUCKLEY

Street Address: 1610 Reynolds Rd. #26 Lakeland, FL 33801

Signature: sarah miller Print Name: Sarah Miller

Street Address: 1610 Reynolds Rd. #78 Lakeland FL 33801

Signature: Dennis L King Print Name: Dennis L King

Street Address: 1610 Reynolds Rd, lot #381, Lakeland FL 33801

Signature: Lorraine King Print Name: Lakeland, Fl. 33801

Street Address: 1610 Reynolds Rd. Lot 381

CW 15

Signature: Doreen Bornstein Print Name: Doreen Bornstein

Street Address: 40 Morningside Rd., Winter Haven, FL

Signature: Glenda M. Shaw Print Name: Glenda Shaw

Street Address: 1616 Reynolds Rd., Lakeland FL. 33801

Signature: Connie Ruggero Print Name: Connie Ruggero

Street Address: 135 Clair Ct Port City FL 33565

Signature: Marie B. Webb Print Name: MARIE B. WEBB

Street Address: 3304 SKYVIEW DR. Lakeland

Signature: Elizabeth Hill Print Name: Elizabeth Hill

Street Address: 3981 Chanlonn DR Lakeland

Signature: Gale M Roy Print Name: Gale Roy

Street Address: 505 East Moore Dr. Auburndale, FL. 33823

Signature: Kathleen Logue Print Name: Kathleen Logue

Street Address: 1610 Reynolds Rd. Lot 171

Signature: Sandy Rose Print Name: Sandra Rose

Street Address: 944 Reynolds Rd. lakeland

Signature: Mary Dent Print Name: Mary Dent

Street Address: 1610 Reynolds Rd -Lot 295 Lakeland

Signature: Orville Dent Print Name: Orville Dent

Street Address: 1610 Reynolds Rd Lot 295 Lakeland

CW 16

Signature: John Sines Print Name: John Sines

Street Address: 1610 Reynolds Rd Lot #184

Signature: Debbie Sines Print Name: Debbie Sines

Street Address: 1610 Reynolds Rd. Lot # 184

Signature: Randy Plank Print Name: RANDY PLANK

Street Address: 1610 Reynolds RD 142

Signature: Debra Hamilton Print Name: Debra Hamilton

Street Address: 1610 Reynolds Rd Lot 263

Signature: Joyce Lievano Print Name: Joyce Lievano

Street Address: 1610 Reynolds Rd Lot 62

Signature: Sue Smith Print Name: Sue Smith

Street Address: 1610 Reynolds Rd Lot 182

Signature: Elaine Lilak Print Name: Elaine Lilak

Street Address: 1610 Reynolds Rd. #185

Signature: David J. Loffman Print Name: DAVID LIBBNER

Street Address: 1610 REYNOLDS RD LOT 20

Signature: Richard Daughtery Print Name: RICHARD DAUGHERTY

Street Address: 1610 REYNOLDS RD LOT 219 LAKELAND FL 33801

Signature: Sandra S Persons Print Name: SANDRA S. PERSONS

Street Address: 1610 Reynolds Rd #69 Lakeland Fl 33801

CW17

Signature: _____ Print Name: Ray Ramser

Street Address: 1610 Reynolds Rd. Lot. 264

Signature: J Paul Bagley II Print Name: John Paul Bagley II

Street Address: 1610 Reynolds Rd Lot 70

Signature: Elaine Howell Print Name: ELAINE HOWELL

Street Address: 1610 Reynolds Rd Lot 167

Signature: Sharon Ross Print Name: Sharon Ross

Street Address: 1610 Reynolds Rd. #252, LKLD 33801

Signature: _____ Print Name: MICHAEL HUNTER

Street Address: 1610 REYNOLDS RD #315 LAKELAND, FL 33801

Signature: Richard Truesdale Print Name: RICHARD TRUESDALE

Street Address: 1610 REYNOLDS RD # 7

Signature: Joy Duncan Print Name: Joy Duncan

Street Address: 1610 Reynolds Rd # 378

Signature: Gaylene Webber Print Name: Gaylene Webber

Street Address: 1610 Reynolds Rd., Lot 7, Lakeland, FL 33801

Signature: Donna Colorado Print Name: Donna Colorado

Street Address: 1610 Reynolds Lot 24 Lakeland FL.

Signature: Rita Bureau Print Name: Rita Bureau

Street Address: 1610 Reynolds Rd #131 Lakeland FL 33801

CW 18

Signature: Christine Luttrell Print Name: Christine Luttrell

Street Address: 1610 Reynolds Road Lot 291, Lakeland, FL 33801

Signature: David Marsteller Print Name: David Marsteller

Street Address: 1610 Reynolds Rd Lot 156 Lakeland FL 33801

Signature: Ken Branch Print Name: KEN BRANCH

Street Address: 1610 Reynolds LOT 157

Signature: Deb Branch Print Name: Deb Branch

Street Address: 1610 Reynolds Lot 157

Signature: Michael L. Rempe Print Name: Michael L Rempe

Street Address: 1610 Reynolds Rd 158 Lakeland FL 33801

Signature: Sandy Babb Print Name: SANDY BABB

Street Address: 1610 Reynolds R. lot 148 33801

Signature: Vicky Cayey Martin Print Name: VICKY CAYEY MARTIN

Street Address: 1610 Reynolds Rd #150 33801

Signature: April Reeves Print Name: April Reeves

Street Address: 1610 Reynolds Rd, lot 114 33801

Signature: Cynthia Schumann Print Name: CYNTHIA SCHUMANN

Street Address: 1610 Reynolds Rd LOT 95

Signature: H Ramser Print Name: Heather Ramser

Street Address: 1610 Reynolds Rd. Lot 264

CW 19

Signature: Brian Dawson Print Name: BRIAN DAWSON

Street Address: 1610 REYNOLDS RD #106

Signature: Kay L. Emmons Print Name: Kay L. Emmons

Street Address: 1610 Reynolds Rd. #229

Signature: James P Healy Print Name: James Healy

Street Address: 1610 Reynolds Rd # 205

Signature: Charlotte Davis Print Name: Charlotte Davis

Street Address: 1610 Reynolds Rd Lot # 289

Signature: Larry Davis Print Name: Larry Davis

Street Address: 1610 Reynolds Rd Lot # 289

Signature: Mildred Brasky Print Name: Mildred Brasky

Street Address: 1610 Reynolds Rd Lot #206

Signature: Arthur Brasky Print Name: ARTHUR BRASKY

Street Address: 1610 Reynolds Rd Lot #206

Signature: Larry K Mitchell Print Name: LARRY MITCHELL

Street Address: 1610 Reynolds Rd

Signature: Carol Knapper Print Name: CAROL KNAPPER

Street Address: 1610 Reynolds Rd Lot 235 Lakeland.

Signature: Johanna Nutter Print Name: Johanna Nutter

Street Address: 1610 Reynolds Rd lot 217 Lakeland FL 33801

CW 20

Signature: Cynthia Hull Print Name: Cynthia Hull

Street Address: 120 Reynolds Rd Lot 120 Lakeland FL 33801

Signature: Anthony Hull Print Name: Anthony Hull

Street Address: 120 Reynolds Rd Lot 120 Lakeland FL 33801

Signature: Markae Rupp Print Name: Markae Rupp 33801

Street Address: 1610 Reynolds Rd Lot 361

Signature: Michael Hogan Print Name: MICHAEL HOGAN

Street Address: 1610 Reynolds Rd Lot 283

Signature: Theresa Oakley Print Name: Theresa Oakley

Street Address: 1610 Reynolds Rd. Lakeland FL. 33801

Signature: Theresa A Ekstrom Print Name: Theresa A Ekstrom

Street Address: 1610 Reynolds Rd Lot 178 Lakeland, FL 33801

Signature: Robt J. Frye Print Name: ROBERT J. FRYE

Street Address: 1610 REYNOLDS RD #48

Signature: Frank Loforese Print Name: FRANK Loforese

Street Address: 1610 Reynolds Rd. Lakeland, FL. 33801 224

Signature: Shannon Machuca Print Name: SHANNON MACHUCA

Street Address: 1610 REYNOLDS RD #17, LAKELAND, FL

Signature: Fred Machuca Print Name: Fred Machuca

Street Address: 1610 Reynolds RD, Lakeland FL

CW 21

Signature: Jeanie Kuhns Print Name: Jeanie Kuhns

Street Address: lot 148 Magpie Lakeland

Signature: Heather Brattin Print Name: Heather Brattin

Street Address: Temple Dr. / #3115 Lakeland 33801

Signature: Donald L Quackenbush Jr. Print Name: Donald L Quackenbush Jr

Street Address: 1610 Reynolds Lot 25 Lakeland, FL 33801

Signature: Joyce Lovering Print Name: Joyce Lovering

Street Address: 1610 Reynolds Lot 376 Lakeland, FL

Signature: Mary P Wilson Print Name: Mary P Wilson

Street Address: 1616 Reynolds Rd #247 Lakeland, FL

Signature: Gordon L Wilson Print Name: Gordon L. Wilson

Street Address: 1610 Reynolds Rd. Lot 247 Lakeland, FL

Signature: Linda John Print Name: Linda John

Street Address: 1610 Reynolds Rd. #226 Lakeland, FL

Signature: David L Cooper Print Name: David Cooper

Street Address: 1610 Reynolds Rd., Lot 223, Lakeland, FL.

Signature: Yvon Nadeau Print Name: Yvon Nadeau

Street Address: 1610 Reynolds Rd. Lot 244 Lakeland, FL.

Signature: Kenn Sullivan Print Name: Kenn Sullivan

Street Address: 1610 Reynolds Lot 67 Lakeland, FL.

CW22

Signature: _____ Print Name: Lonny Lee Preston

Street Address: 1610 Reynolds Rd Lot 172, Lakeland, FL

Signature: Helen Cone Print Name: Helen Cone

Street Address: 1610 Reynolds Rd LOT 373 Lakeland FL 33801

Signature: Donna May Print Name: Donna May

Street Address: 1610 Reynolds Rd #372

Signature: Robert Kimball Print Name: Robert Kimball

Street Address: 1610 Reynolds Rd LOT 251 Lakeland, FL

Signature: Stephen Broadhurst Print Name: Stephen Broadhurst

Street Address: 1610 Reynolds LOT 250 Lakeland, FL

Signature: _____ Print Name: William Prete

Street Address: 1610 Reynolds Rd LOT 191

Signature: _____ Print Name: CONNIE PRESTON

Street Address: 1610 Reynolds Lot 196 Lakeland, FL

Signature: _____ Print Name: Gary Preston

Street Address: 1610 Reynolds Rd LOT 196 Lakeland, FL

Signature: _____ Print Name: DONNA KNIGHT

Street Address: 1610 Reynolds Rd LOT 198 LaLeland FL

Signature: _____ Print Name: George Dempsey

Street Address: 1610 Reynolds Rd Lot 215 Lkland FL

CW 23

Signature: Michael Spaziano Print Name: Michael Spaziano

Street Address: 1610 Reynolds Rd Lot 173 Lakeland, FL

Signature: [illegible] Print Name: Michael R Walker

Street Address: 1610 Reynolds Lot 309 Lakeland, FL

Signature: Susan Rash Print Name: Susan J. Rash

Street Address: 3325 US Hwy 98 S Lot 111A Valencia Estates Lakeland, FL

Signature: Sherry Hand Print Name: Sherry Hand

Street Address: 1610 Reynolds Rd Lot 284 Lakeland, FL

Signature: Doris Duval Print Name: Doris Duval

Street Address: 1610 Reynolds Rd Lot 304 Lakeland, FL

Signature: John Hewlett Print Name: John Hewlett

Street Address: 1610 Reynolds Rd Lot 337 Lakeland FL 33801

Signature: Robert F Rance Print Name: Robert F. Rance

Street Address: 1610 Reynolds Rd Lot #2 Lakeland, FL.

Signature: Thelma Ellis Print Name: Thelma Ellis

Street Address: 1610 Reynolds Rd #218 Lakeland Fla

Signature: Ruth Simpson Print Name: Ruth Simpson

Street Address: 1610 Reynolds Rd #213 Lakeland FL

Signature: Robert Spires Print Name: Robert Spires

Street Address: 1610 Reynolds road #213 Lakeland Florida

CW 24

Signature: Louise Sullivan Print Name: Louise Sullivan

Street Address: 67 Reynolds Rd Lakeland FL 33801

Signature: Don Pilatzke Print Name: Don Pilatzke

Street Address: 1610 Reynolds Rd Lot 299 Lakeland FL 33801

Signature: Brenda Pilatzke Print Name: Brenda Pilatzke

Street Address: 1610 Reynolds Rd. Lot 299 Lakeland FL 33801.

Signature: Mary C. Turcotte Print Name: Mary C. Turcotte

Street Address: 1610 Reynolds Rd. Lot 86 Lakeland FL 33801

Signature: Niles C Logue Print Name: Niles C Logue

Street Address: 1610 Reynolds Rd, Lot 171, Lakeland, FL 33801

Signature: David R. Baker Print Name: David R. Baker

Street Address: 1610 Reynolds Rd. Lot #319 Lakeland Fla. 33801

Signature: Thomas D. Nowland Print Name: Thomas D. Nowland

Street Address: 1610 Reynold Lot 360, Lakeland FL 33801

Signature: Rick Tripp Print Name: Rick Tripp

Street Address: 1610 Reynolds Lot 208 Lakeland, FL

Signature: [illegible] Print Name: Kevin Stieker

Street Address: 1610 Reynolds Rd Lot 242

Signature: _____ Print Name: _____

Street Address: _____

CW 25

Signature: _____ Print Name: Rock LANDRITH

Street Address: 1610 Reynolds Rd lot 73.

Signature: Robert & Kharla Hansen Print Name: Robert & Kharla Hansen

Street Address: 1610 Reynolds Rd 1160, Lakeland, FT 33801

Signature: Darlene Ardelean Print Name: DARLENE ARDELEAN

Street Address: 1610 Reynold Rd LOT 383 Lakeland Florida 33801

Signature: Darlene M. Nussbaum Print Name: DARLENE M. NUSSBAUM

Street Address: 1610 Reynolds Rd LOT 384 Lakeland FL 33801

Signature: Jack Nussbaum Print Name: JACK NUSSBAUMS

Street Address: 1610 REYNOLDS RD LOT 384 LAKELAND FL. 33801

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Signature: _____ Print Name: _____

Street Address: _____

Agenda Item P.2. 2/6/2024

SUBJECT

Public Hearing (LDCT-2023-7 Planned Development Text) (Adoption Hearing) to considered amendments to the current Planned Development (PD) requirements in Section 303 of the Land Development Code. This amendment includes changes to multiple chapters of the code including Chapters 2, 3, 4, 9, and 10.

DESCRIPTION

This is a County-initiated request for An LDC text amendment to Chapter 3, Section 303, Planned Development (PD), by replacing the current the requirements with new requirements; Chapter 2, Table 2.1, Table 2.1 Use Table For Standard Land Use Districts, Chapter 4 Special Districts to enable administrative approval of multifamily uses in, Residential Medium-X (RMX) and Residential High-X (RHX) Districts to Selected Area Plan (SAP) use tables in Table 4.1c of The I-4 Northeast Parkway SAP, Table 4.3 of the Ronald Reagan Parkway SAP, Table 4.8 of the North U.S. Highway 27 SAP, and Table 4.16 of The North Ridge SAP, Chapter 7, Section 750, Open Space, to clarify open space requirements; amending Chapter 9, Section 903.G, Planned Developments, and Table 9.1, removing the Impact Assessment Statement requirement and including the Open Space and Amenity Plans in the PD application requirements amending Chapter 10 to add definitions for Emergency Medical Care and General Mercantile; providing for severability; and providing for an effective date; State law requires one Planning Commission hearing, which was held January 3, 2024. The Planning Commission voted 5:1 for approval.

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

RECOMMENDATION

Adopt the ordinance.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Erik Peterson, AICP
Planning Administrator
Land Development Division

(863) 534-6470
erikpeterson@polk-county.net <mailto:erikpeterson@polk-county.net>

ORDINANCE NO. 24-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA, LAND DEVELOPMENT CODE AMENDMENT **LDCT-2023-7**, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, AMENDING CHAPTER 2, TABLE 2.1 USE TABLE FOR STANDARD LAND USE DISTRICTS TO ENABLE ADMINISTRATIVE APPROVAL OF MULTIFAMILY USES IN, RESIDENTIAL MEDIUM (RM) AND RESIDENTIAL HIGH (RH) DISTRICTS; AMENDING CHAPTER 3, SECTION 303, PLANNED DEVELOPMENT, BY REPLACING THE CURRENT REQUIREMENTS WITH NEW REQUIREMENTS; AMENDING CHAPTER 4, SPECIAL DISTRICTS, TO ENABLE ADMINISTRATIVE APPROVAL OF MULTIFAMILY USES IN RESIDENTIAL MEDIUM-X (RMX) AND RESIDENTIAL HIGH-X (RHX) DISTRICTS TO SELECTED AREA PLAN (SAP) USE TABLES IN TABLE 4.1C OF THE I-4 NORTHEAST PARKWAY SAP, TABLE 4.3 OF THE RONALD REAGAN PARKWAY SAP, TABLE 4.8 OF THE NORTH U.S. HIGHWAY 27 SAP, AND TABLE 4.16 OF THE NORTH RIDGE SAP; AMENDING CHAPTER 7, SECTION 750, TO CLARIFY OPEN SPACE REQUIREMENTS; AMENDING CHAPTER 9, SECTION 903.G, PLANNED DEVELOPMENTS, AND TABLE 9.1, REMOVING THE IMPACT ASSESSMENT STATEMENT REQUIREMENT AND INCLUDING THE OPEN SPACE AND AMENITY PLANS IN THE PLANNED DEVELOPMENT APPLICATION REQUIREMENTS; AMENDING CHAPTER 10 TO ADD DEFINITIONS FOR EMERGENCY MEDICAL CARE AND GENERAL MERCANTILE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided,

on the proposed Land Development Code Amendment on January 3, 2024; and

WHEREAS the proposed text amendment to the Polk County Land Development Code is intended to revise and replace the current requirements for Planned Development to focus on proximity to public and private investment, internal design, and external design; and

WHEREAS, the Board of County Commissioners held two public hearings on _____ and _____ wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public hearings, and provided for necessary revisions, if any; and

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

SECTION 1: FINDINGS The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted. In addition, the Board hereby adopts and incorporates herein the staff report and makes the following findings based upon the staff report, testimony, and exhibits presented during the hearing:

a) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on January 3, 2024, to consider the LDC text amendment contained within the Application and found it to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC text amendment contained within the Application.

b) Pursuant to Section 907.D.10 of the LDC, the Board shall, in the review of the Application, consider the following factors:

   a. Whether the proposed text amendment is consistent with all relevant requirements of the Code;
   b. Whether the proposed text amendment is consistent with all applicable policies of the Comprehensive Plan; and
   c. Any other matter which the BoCC may deem appropriate and relevant to the text amendment proposal.

c) The Application is consistent with all relevant requirements of the Comprehensive Plan.

d) The Application is consistent with all relevant requirements of the LDC, including without limitation, Section 907.

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

SECTION 2: Table 2.1, Use Table for Standard Land Use Districts, Table 4.1, Use Table for Interstate 4 Selected Area Plan Land Use District, Table 4.3, Use Table for Standard Land Use Districts for the Ronald Reagan Selected Area Plan, Table 4.8, Use Table for U.S. 27 Selected Area Plan Land Use District, Table 4.16, Use Table for Standard Land Use Districts in the North Ridge SAP, and Table 5.2, Use Table for Green Swamp ACSC of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, are hereby amended as follows:

Section 205 Use Tables for Standard Land Use Districts

Table 2.1 Use Table for Standard Land Use Districts

	A/RR	RCC-R	RS	RL-1	RL-2	RL-3	RL-4	RM	RH	RCC	CC	CE	LCC	NAC	CAC	RAC	OC	TCC	HIC	BPC-1	BPC-2	IND	PM	L/R	INST1	INST2	ROS	PRESV
Key to Table: P = Permitted Use; C = Conditional Use/Level of Review																												
…																												
Multi-family		C3		C3	C3	C3	C3	~~P~~ C2	~~P~~ C2	C3			C3	C3	C2	C2	C3	C2		C3				C2	C3	C3		
…																												

Section 401.01 I-4 / NE Parkway Plan Districts

Table 4.1c Use Table for Interstate 4 Selected Area Plan Land Use District ***(For this table's revision history, see last row in table)***

	RL-1X	RL-2X	RL-3X	RL-4X	RMX	RHX	LCCX	TCCX	CACX	BPC-1X	BPC-2X	IACX	INSTX	MUX	ROSX	PRESV
…																
Multi-Family	C3	C3	C3	C3	~~P~~ C2	~~P~~ C2	C3	C2	C3	C3	C3		C3	C2		
…																

Section 401.02 Ronald Reagan Parkway Plan District

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

	RL-1X	RL-4X	RMX	CCX	NACX	TCX	CACX	RACX	OCX	ECX	BPC-1X	BPC-2X	INDX	INST1X	INST2X	ROSX	PRESVX
Key to Table: P = Permitted by right; C = Conditional Use/Level of Review; if blank = Not Permitted																	
…																	
Multi-family	C3	C2	~~P~~ C2	C2	C2	C2	C2	C2	C2	C2	C3			C3	C3		
…																	

Section 401.03 North US 27 Selected Area Plan

Table 4.8 Use Table for U.S. 27 Selected Area Plan Land Use District

Green Swamp ACSC Districts Outlined in Heavy Border	TC X	RAC X	PI X	OC X	RH X	RM X	RL-1 X	RL-2 X	RL-3 X	RL-4 X	INST X	NAC X	TC X	RAC X	PI X	NAC X	RH X	RM X	RL-1 X	RL-2 X	RL-3 X	RL-4 X	L/R X
RESIDENTIAL USES																							
…																							
Multi-Family	C3	C3	C2	C2	~~P~~ C2	~~P~~ C2	C3	C3	C3	C3			C3	C3	C2		~~P~~ C2	~~P~~ C2	C3	C3	C3	C3	C3
…																							

Table 4.16 Use Table for Standard Land Use Districts (Higher density/intensity development may require bonus points or a planned development in the North Ridge SAP (Revised 11/12/08 – Ord. 08-056; 03/25/03 - Ord. 03-23; 05/15/02 - Ord. 02-22; 3/6/02 – Ord 02-13)																						
	A/RR X	**RS X**	**RL 1X**	**RL 2X**	**RL3 3X**	**RL 4X**	**RM X**	**RH X**	**CC X**	**CE X**	**LCC X**	**NAC X**	**CAC X**	**RAC X**	**TCC X**	**BPC 1X**	**IND X**	**PI X**	**L/R X**	**EC X**	**INST X**	**ROS X**	**PRESV X**
Key to Table: P = Permitted Use; C = Conditional Use/Level of Review																							
…																							
Multifamily					C3	C2	~~P~~ C2	~~P~~ C2			C3		C2	C2	C2	C3	C3		C2	C2	C2	C2	
…																							

SECTION 3: Section 303, Planned Development, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, **is hereby replaced in its entirety** by the following text:

Section 303 Criteria for Conditional Uses

…

Planned Development

Planned Development (PD) is a special approval that allows for project design flexibility and attaching conditions when warranted. PD approval must be consistent with Section 2.125-M of the Comprehensive Plan which requires the economic and efficient utilization of land; efficient use of existing and programmed public services and facilities; and the creation of an attractive development that is compatible with the adjacent and surrounding uses, utilizes functional open space for internal recreation, and conserves natural resources.

A. **Applicability and Purpose**

The PD process is intended to reach a higher development standard than what is prescribed through the LDC by right. PDs may be required for various reasons, such as increases in density, reduced setbacks, reduced lot sizes, short-term rental, Transitional Area Developments (TADs), and relief from specialized design standards found within the LDC. The approval of PDs is a function of location, internal design, and external design relative to their proposed intensities. The sections to follow provide application requirements for Planned Developments (PD), Suburban Planned Developments (SPD), Residential-Mixed Use Developments (RMD), and Residentially Based Mixed Use Developments (RBMD) in addition to the appropriate sections of this chapter. Non-residential developments that require Planned Development approval shall adhere to the design conditions set forth in Section 303 and Selected Area Plan requirements that apply and be evaluated based on criteria in Section 906.D as Conditional Uses.

Planned Development approval is an optional land development opportunity in all districts but may not be appropriate in all locations within a Future Land Use Map district or Development Area. Properties are eligible to develop in all districts without Planned Development approval under their entitled density and standard development requirements. Applicants seeking PD approval are requesting additional considerations that are not prescribed to all land use districts. All PDs shall adhere to higher development standards and correspond to locational eligibility based on proximity to water and wastewater services along with other infrastructure and environmental conditions according to the requested density. Locational eligibility is listed in subsections B and C. The higher development standards are listed in subsections D internally and E relating to external interaction.

An application for PDs, SPDs, RMDs, and RBMDs shall include a site plan per the requirements of Section 906.D, an Open Space Plan, Amenity Plan, and project narrative addressing how the plans meet C, D, and E requirements to follow.

B. ***Locational Eligibility*** - **Proximity to Potable Water and Wastewater Service** – Planned Developments shall only be proposed in locations within the TSDA, UGA, and UEA where public water and sanitary sewer are available as defined in Chapter 10 of this code. Planned

Developments in the SDA shall only be proposed where public water is available as defined in Chapter 10 of this code. It is mandatory that Suburban Planed Developments (SPDs) connect to public water.

C. ***Timing of Development*** **- Proximity to Public and Private Investment**

The intensity and timeliness of a PD shall be determined by the surrounding infrastructure needed to support the residents within that development. The minimum qualifications for residential density (single-family, duplex, and multi-family) shall be based on achieving a locational score for the Future Land Use Map district and the proximity to existing or programed infrastructure and services (the "Locational Eligibility Score"). Table 3.3 provides a list of infrastructure and service items and the points each one contributes to the Locational Eligibility Score. Table 3.4 lists the minimum locational points needed to qualify for eligible upland density within the development based on the Future Land Use Map district. The densities in Table 3.4 indicate the maximum allowed that may be approved depending on the quality of design and ability of the applicant to demonstrate compatibility with surrounding uses and all other applicable sections of this Code. The Locational Eligibility Score is not an entitlement but rather a measure of timing only. The maximum density in Table 3.4 is not guaranteed.

Table 3.3 Locational Eligibility Score

	RCC-R, RS, RL, & A/RR			**RM and non-residential districts**			**RH and non-residential districts**		
Infrastructure Item	¼ mile	½ mile	¾ mile	¼ mile	½ mile	¾ mile	¼ mile	½ mile	¾ mile
Arterial Road	3	2	1	2	1		2	1	
Collector Road	3	2	1	2	1		1		
Transit Route	3	2	1	2	1		1		
Sidewalk connection to School	2	1		2	1		1		
Sidewalk connection to retail commercial	2	1		2	1		1		
Sidewalk connection to transit stop	2	1		2	1		1		
Sidewalk connection to park	3	2	1	3	2	1	3	2	1
≥6" potable waterline	1			1			1		
≥4" sanitary sewer line	1			1			1		
Public Lift Station	2	1		2	1		1		
Reclaimed waterline	2	1		2	1		1		
Infrastructure Item	1 mile	2 miles	3 miles	1 mile	2 miles	3 miles	1 mile	2 miles	3 miles
Fire Rescue Station	3	2	1	2	1		1		
Emergency Medical Care	3	2	1	3	2	1	3	2	1
Elementary School	2	1		2	1		2	1	
Middle School	3	2	1	3	2	1	3	2	1
High School	3	2	1	3	2	1	3	2	1
College or University	3	2	1	3	2	1	3	2	1
CC district	1			1			1		
CC district > 50% dev.	2			2			2		
General Mercantile	2	1		1			1		

Table 3.3 Locational Eligibility Score

	RCC-R, RS, RL, & A/RR			RM and non-residential districts			RH and non-residential districts		
NAC district	2	1		2	1		2	1	
NAC district > 50% dev.	2	1		2	1		2	1	
Grocery >40,000 sq.ft.	2	1		2	1		2	1	
CAC* district	2	1		2	1		2	1	
CAC* district > 50% dev.	3	2	1	3	2	1	3	2	1
Regional Park	3	2	1	3	2	1	3	2	1
Community Park	2	1		2	1		2	1	
District Park	1			1			1		
City Park	2	1		2	1		1		
Employer (>100 FTE)	3	2	1	3	2	1	3	2	1
Employer (>300 FTE)	3	2	1	3	2	1	3	2	1
Employer (>500 FTE)	3	2	1	3	2	1	3	2	1
Environmental Infrastructure	**yes**			**yes**			**yes**		
Open Drainage Basin	1			1			1		
Positive Outfall	1			1			1		
No adverse wetland disturbance	1			1			1		
Interconnectivity	**two**	**three**	**four**	**two**	**three**	**four**	**two**	**three**	**four**
Access points	1	2	3	1	2	3	1	2	3
Vehicle interconnection to neighboring development	1	2	3	1	2	3	1	2	3
Pedestrian connections	1	2	3	1	2	3	1	2	3

Table 3.3 Guide to Locational Scoring footnotes

- All measurements are nearest point of vehicle travel from property line to property line within margin of error not to exceed 10% of the measurement standard.
- Points are cumulatively added vertically within the table but not horizontally, except for schools.
- Road types are in accordance with the most recent County Road Inventory and measured from the nearest driveway to the closest right-of-way. Only one score from each different road classification counts (ex: max 9 pts if all 3 types are w/in ¼ mile).
- Sidewalk connections are measured from the end of the external sidewalk provided along the frontage of the site to the property line of the school, business, or bus stop post.
- Utilities are measured from right-of-way location to the property line.
- Points are awarded cumulatively for K-12 public, charter, and private schools with 100 students or more.
- Points awarded cumulatively for commercial districts, amount of development, and uses within them.
- *CAC district or higher activity center, such as RAC or TCC
- Points are awarded for one type of each park.
- Points are awarded cumulatively for each total employment sharing one access, such as a shopping plaza. Only 3 points per category for a maximum of 9 total points.
- Wetland disturbance includes all disturbances including for purposes of access. However, wetland enhancement is not considered disturbance.
- Pedestrian connections count for sidewalk connections to abutting development through the right-of-way if the abutting development has internal sidewalks.
- Properties with multiple districts may use the majority district for location evaluation.
- Provisional Locational Score Points: For infrastructure items that are fully funded in the most current 5-year Community Investment Program (CIP) or Polk County Schools 5-year Capital Improvement Plan (CIP). If Level 2 Plans have been submitted by private entities for commercial development and employers, they will be counted.

Table 3.4 Planned Development Eligibility Limit per Location Score

**Transit Supportive Development Area (TSDA) only.,*

***Transit Corridor, Transit Center, or Transit Core only; LCC maximum 10 du/ac.*

****Gross density is gross acreage less wetlands which are credited per Section 620. Also, density is calculated prior to external right-of-way dedication.*

[4]NAC residential density only for mixed use in TSDA and UGA up to 5 du/ac maximum

RL, NAC[4]		RM, LCC *(TSDA Only)*		RH, TCX	
Points Achieved	**Maximum Density du/ac**	**Points Achieved**	**Maximum Density du/ac**	**Points Achieved**	**Maximum Density du/ac**
6	2	6	7	6	10
8	2.5	8	7.5	8	10.5
10	3	10	8	10	11
13	3.5	13	8.5	13	11.5
16	4	16	9	16	12
19	4.5	19	9.5	19	12.5
22	5	22	10**	22	13
25	5.5*	25	10.5**	25	13.5
28	6*	28	11**	28	14
30	6.5*	30	11.5**	30	14.5
32	7*	32	12**	32	15
34	7.5**	34	12.5**	34	15.5**
36	8**	36	13**	36	16**
40	8.5**	40	13.5**	40	16.5**
42	9**	42	14**	42	17**
44	9.5**	44	14.5**	44	17.5**
46	10**	46	15**	46	18**
48	>10**	48	>15.5**	48	>18.5**

**Transit Supportive Development Area (TSDA) only.,*

***Transit Corridor, Transit Center, or Transit Core only; LCC maximum 10 du/ac.*

****Gross density is gross acreage less wetlands which are credited per Section 620. Also, density is calculated prior to external right-of-way dedication.*

[4]NAC residential density only for mixed use in TSDA and UGA up to 5 du/ac maximum

Table 3.4 cont. Maximum Gross Density by Location

Gross density is gross acreage less wetlands which are credited per Section 620. Also, density is calculated prior to external right-of-way dedication.

RS		RCC-R	
Points Achieved	**Maximum Density du/ac**	**Points Achieved**	**Maximum Density du/ac**
6	0.25	6	0.25
8	0.5	8	0.5
10	0.75	10	0.75
12	1	13	1
14	1.25	16	1.25
16	1.5	19	1.5
18	1.75	22	1.75
20	2	25	2
22	2.25		
24	2.5		
26	2.75		
28	3		

Table 3.4 cont. Maximum Gross Density by Location

Gross density is gross acreage less wetlands which are credited per Section 620. Also, density is calculated prior to external right-of-way dedication.

Residentially Based Mixed Use Development		Rural Mixed-Use Development	
Points Achieved	**Maximum Density du/ac**	**Points Achieved**	**Maximum Density du/ac**
6	1.75	6	0.25
8	2.5	8	0.5
10	3.25	10	0.75
13	4	13	1
16	4.75	16	1.25
19	5.5**	19	1.5
22	6.25**	22	1.75
25	7.5**	25	2
28	8.25**		
30	9**		
32	9.75**		

Table 3.4 cont. Maximum Gross Density by Location

Gross density is gross acreage less wetlands which are credited per Section 620. Also, density is calculated prior to external right-of-way dedication.

Residentially Based Mixed Use Development		Rural Mixed-Use Development	
Points Achieved	**Maximum Density du/ac**	**Points Achieved**	**Maximum Density du/ac**
34	10.5**		
36	11.25**		
40	12**		
42	12.75**		
44	13.5**		
46	14.25**		
48	>15**		

***Transit Corridor, Transit Center, or Transit Core only.*

**** Gross density is gross acreage less wetlands which are credited per Section 620. Also, density is calculated prior to external right-of-way dedication.*

Table 3.4 cont. Maximum Gross Density by Location

Gross density is gross acreage less wetlands which are credited per Section 620. Also, density is calculated prior to external right-of-way dedication.

BPC-1		CAC, RAC	
Points Achieved	**Maximum Density du/ac**	**Points Achieved**	**Maximum Density du/ac**
14	10	6	15
16	10.5	8	15.5
18	11	10	16
20	11.5	12	16.5
22	12	14	17
24	12.5	16	17.5
26	13	18	18
28	13.5	20	18.5
30	14	22	19
32	14.5	24	19.5
34	15	26	20
		28	20.5
		30	21
		32	21.5

Table 3.4 cont. Maximum Gross Density by Location

Gross density is gross acreage less wetlands which are credited per Section 620. Also, density is calculated prior to external right-of-way dedication.

BPC-1		CAC, RAC	
Points Achieved	**Maximum Density du/ac**	**Points Achieved**	**Maximum Density du/ac**
		34	22
		36	22.5
		38	23
		40	23.5
		42	24
		44	24.5
		46	25

D. **Internal Design**

Evaluation of the internal design of a Planned Development application shall be considered by the Planning Commission in its overall decision. There are minimum standards for Open Space and the amount of land within it that can support recreational activities. This section provides a quantitative analysis of the recreational amenities provided relative to the residential product requested. In accordance with the requirements of 906.D for the Planned Development Site Plan, an Open Space Plan, and an Amenity Plan shall be provided. These shall either be incorporated into one plan or on separate pages as clarity requires.

1. Minimum Open Space and Recreation Area Requirements - Land dedicated within a development to meet Open Space requirements shall be of adequate width and length to support the purpose of the space. Open Space for Planned Developments shall comply with the following:

   a. Residential Planned Developments with lots less than 80 feet wide shall devote at least 20 percent of the gross developable project area to Open Space. Residential Planned Developments with lots 80 feet wide or greater shall devote at least 10 percent of the gross developable project area to Open Space.

   b. From the required Open Space acreage, Planned Developments with lot widths for single-family detached units less than 80 feet wide; duplex, triplex, townhome units, platted or unplatted; and all multi-family units shall provide a minimum 500 sq. ft. of park-and-recreation space per unit. In no case shall any individual recreation area be less than 10,000 square feet in area.

   c. An Open Space Plan shall be submitted as part of the application for a Planned Development approval. The plan shall designate the boundaries, the size, and the proposed use of all Open Space. The plan shall specify

whether the Open Space areas will be dedicated or preserved and by what mechanism. Open Space shall not consist of setbacks, landscaped parking islands, tracts for lift stations, wetlands, stormwater management facilities, rights-of-way, parking lots, or landscaping buffers unless noted below:

1. Landscaping buffers meeting or exceeding 25 feet in width and planted with Type "C" landscaping which provide a transition from neighboring developments may count towards Open Space requirements.

2. Stormwater facilities may be used to meet Open Space requirements only if all facilities onsite are curvilinear in design and meet the canopy and understory tree planting requirements of a Type "C" Buffer. This landscaping may be clustered and shall be landscaped with species native to the area.

3. To meet recreation requirements, stormwater facilities shall meet the Open Space standards above and be utilized for active or passive recreation. Pedestrian connectivity to these features is required.

4. Where Type II–IV Amenities abut residential lots, Type "C" landscape buffering shall be provided to separate the residential property from the park.

5. Wetland buffers may be counted towards Open Space if a 25-foot setback is maintained throughout the entire buffer.

d. Open Space and recreation standards for the SAPs and Green Swamp ACSC supersede this section unless they require an inferior amount of Open Space or recreation area.

2. Amenity Plan – All lots under 80 feet wide within a Planned Development shall be no farther than one-quarter of a mile walking distance from at least one recreation amenity. The following are the four Amenity Types that can either be graphicly depicted or labeled on the Level 3 Review plan. Specifics shall be depicted on Level 2 Review plans. The plan shall designate the boundaries, the size, and the proposed recreation amenities categorizing each amenity type as follows:

Type I Amenities
Type I amenities include passive recreation amenities requiring minimal equipment or infrastructure, promoting pedestrian interconnectivity within a community, and encouraging physical activity. Type I amenities include American with Disabilities Act (ADA) approved pedestrian trails, multi-use trails, bike paths, and fishing piers, or their functional equivalent.

Type II Amenities
Type II amenities include passive recreation amenities requiring infrastructure or equipment essential for the function and enjoyment of the amenity. Type II amenities include playgrounds, tot lots, dog parks, dog runs, exercise courses, and

picnic pavilions, or their functional equivalent.

Type III Amenities
Type III amenities include active recreation amenities constructed to host competitive sports. Type III amenities include tennis, basketball, volleyball and pickleball courts and soccer, baseball, and softball fields, or their functional equivalent.

Type IV Amenities
Type IV amenities promote social gathering and community interaction within a development, as well as encouraging health and wellness of the residents. Type IV amenities include community centers, clubhouses, community meeting rooms, and community pools, or their functional equivalent.

All recreational facilities shall be provided on an accessible pedestrian route to encourage physical activity and community interaction. An accessible, weather resistant, and permanently mounted bench shall be provided at each separate amenity area.

3. Amenity Standards – For planned developments with lot widths for single-family detached units less than 80 feet wide; duplex, triplex, townhome units, platted or unplatted; and all multi-family units, the types of amenities required in a planned development are based on a point system. One (1) amenity point is required for each dwelling unit in the development. Points can be achieved by providing certain types of amenities as follows:

Type I Amenities earn 25 points per location,
Type II Amenities earn 75 points per location,
Type III Amenities earn 150 points per location,
Type IV Amenities earn 200 points per location,

The four different types of amenities can be used in various combinations to achieve the needed points. There must be enough points earned to cover the entire unit count of the development, therefore rounding up to the next increment will be required.

(Example: a 135-unit development requires 135 points of amenities this can be achieved by earning 150 points. Two Type IIs such as a tot lot and a dog park in the amenity plan or just one Type III such a basketball court can achieve the necessary points)

The required park-and-recreation space that is not occupied by an amenity shall remain common area useable for leisure and recreation by the residents and guests of the development. The acreage and type shall be indicated on the Amenity Plan. Modifications shall follow the criteria in Section 906.E and F.

4. Additional Parking Requirements – a minimum of two exterior spaces per unit shall be required of all single family attached and detached, duplex, and townhome developments whether lots are platted or not platted. Additional parking is required for developments with upland densities above three dwelling units per acre or lot widths less than 65 feet in width. This parking can be provided in the development

through evenly distributed clustered parking lots or parallel parking on private roads or drive aisles. Table 3.6 to follow provides the required amount of additional parking.

Table 3.4.A Additional Parking for Single Family Attached or Detached

Density or Lot Width (per lot)	**Additional Parking Located within the Development**
>3 du/ac or lots less than 65' wide	1 additional space per 15 units
>4 du/ac or lots less than 55' wide	1 additional space per 10 units
>5 du/ac or lots less than 45' wide	1 additional space per 7 units
Extra spaces for lot width are calculated on the number of each type	

5. Yard Setbacks must promote health, safety and welfare, design excellence, and neighborhood compatibility.

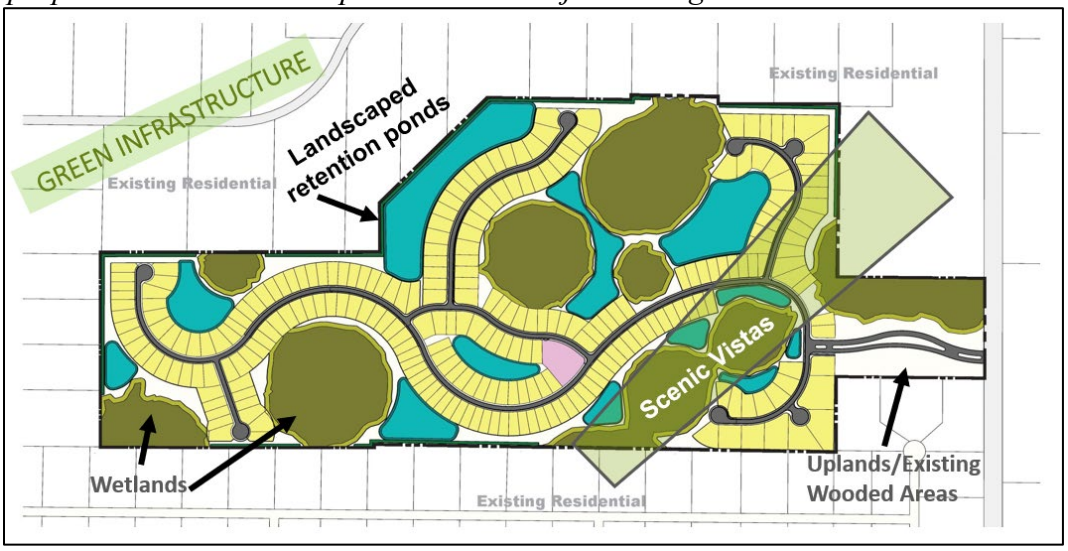
E. **External Design**

The proposed development shall be compatible with and responsive to the character of the surrounding area.

1. Transition - PDs shall provide for gradual changes in intensity and density when sharing property boundaries with less intense adjacent development using buffering and screening techniques; increases in peripheral lot sizes and widths; decreases in height; and other compatibility strategies as necessary to adequately protect existing or probable uses of surrounding property.

2. Green Infrastructure – PDs shall incorporate a design integrating landscaped stormwater ponds, manmade lakes, enhanced buffering, and conservation efforts to conform with development criteria within the Comprehensive Plan requiring external design to adequately protect existing or probable uses of surrounding properties.

The following graphic displays the use of several design attributes to blend a proposed Planned Development into the adjacent neighborhoods.



3. Access and Travel – the entrances and the most common vehicle routes of a proposed development shall minimize adverse impacts upon nearby development and have an adequate amount of access points to serve the number of units within the development.

F. **Review Process**

1. Planned Developments shall follow Section 906 and shall be binding for the following items:

   a. A Preliminary Plan, illustrating the location and layout of all proposed uses. Site data shall include, but is not limited to, gross density, lot sizes, setbacks, height, easements, and other site and performance standards.

   b. All access points to the site and internal roadways.

   c. General parking lot layout.

   d. Location, dimensions, and content of intended buffers.

   e. An Open Space Plan detailing the required acreage and use of Open Space, as described in Sections 303 and 750.

   f. An Amenity Plan depicting locations and amenity types either noting category or graphically depicting them.

2. Applications for Planned Development shall be processed pursuant to Section 903F. The complete application forms, applicable attachments, supplemental data or studies, and the required plans shall be submitted with the required number of copies to the Land Development Division.

3. The Preliminary Development Plan submitted by the applicant and other required and applicable materials will be reviewed by the Development Review Committee and forwarded for a public hearing before the Planning Commission pursuant to a Level 3 Review pursuant to Section 906.

4. Modification to plans after approval shall be in accordance with Section 906.E and F.

5. A final development plan (engineered drawings) implementing the plan as approved by the Planning Commission shall be prepared pursuant to the requirements of Section 905 and submitted to the Land Development Division with all applicable forms, supplemental materials and the required number of copies. The final Development Plan will be processed as a Level 2 Review pursuant to Section 905.

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

SECTION 3: Chapter 7, Section 750, Open Space, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended:

Section 750 Open Space

A. Upland Parcels Applicability

Land dedicated within a development in which Open Space is required shall consist of upland tracts under common ownership for recreation, enhanced compatibility between adjacent uses, and upland habitat preservation. Such land shall be of adequate width and length to support the purpose of the space**.**

B. Dedicated Open Space

All areas dedicated to Open Space shall be maintained by the applicant or assigns. Development within Open Space shall be limited to 0.25 ISR. Rights-of-way, building setbacks, standard landscaping buffers, landscaped parking islands, tracts for lift stations, and wetlands, and parking lots, are not considered Open Space.

Stormwater management facilities are considered Open Space when featuring a curvilinear design and meeting the canopy and understory tree planting requirements of a Type "C" landscaping buffer.

Major subdivisions, as defined in Chapter 10, with lots less than 80 feet wide, shall devote at least 20 percent of the gross developable project area to Open Space. Major subdivisions with lots 80 feet wide or greater shall devote at least 10 percent of the gross developable project area to Open Space.

C. Open Space Plan

Where Open Space is required, an Open Space plan shall be submitted as part of the application for development approval. The plan shall designate the boundaries, the size, and the proposed use of all Open Space. The plan shall specify whether the open areas will be dedicated or preserved and by what mechanism.

SECTION 4: Chapter 9, Section 903.G, Review Procedures, and Table 9.1 of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended:

G. ***Planned Developments***

The procedures and review requirements are summarized in Table 9.1.

1. Planned Development shall require a Level 3 Review which will be processed through the Development Review Committee and the Planning Commission. A Preliminary Plan, Open Space Plan, and ~~Impact Assessment Statement~~ Amenity Plan shall be required.

2. Development, redevelopment or use of land within a Planned Development which has been previously approved, shall require a Level 2 Review. A Final Development Plan pursuant to the specifications in Section 909, shall be reviewed and approved by the Development Review Committee to ensure the proposed use, structures and improvements are in compliance with the approved Planned Development Preliminary Plan and all applicable codes.

3. Minor Modifications to approved Planned Developments shall be processed as a Level 2 Review. The DRC shall review the revised Preliminary Plan to ensure it is consistent with the approved Planned Development. At the applicant's option, a Final Development Plan may be submitted for review of a Minor Modification.

4. Major Modifications to Planned Developments shall be processed as a Level 3 Review. The DRC and Planning Commission shall review the revised plan to ensure it is consistent with the approved Planned Development. At the applicant's option, a Final Development Plan may be submitted for review of a Major Modification.

Table 9.1 Summary of Required Review Procedures			
Development Approval Requested	**Submittal Required**	**Required Steps**	**Review Procedure**
All other "permitted" uses on Use Tables in Chapters 2, 4 and 5	Final Development Plan	DRC	Level 2 (DRC Action)
Conditional Uses			
C-1 Conditional Uses (1)	As requested for permitting	Staff review	Level 1 (Admin. Action)
C-2 Conditional Uses (1)	Final Development Plan	DRC	Level 2 (DRC Action)
C-3 Conditional Uses (1)	Draft Development Plan and Impact Assessment Statement	DRC, and PC	Level 3 (PC Action)
C-4 Conditional Uses (1)	Final Development Plan and Impact Assessment Statement	DRC, PC and BoCC	Level 4 (BoCC Action)
Land Use District Modification	Application and Impact Assessment Statement	PC and BoCC	Level 4 (BoCC Action)
Code Amendments and Comprehensive Plan Amendments (4)	Application	PC and BoCC	Level 4 (BoCC Action)
Planned Developments			
Planned Development Preliminary Plan Approval	Preliminary Plan ~~and Impact Assessment Statement~~	DRC, PC	Level 3 (PC Action)
Build-out	Final Development Plan	DRC	Level 2 (DRC Action)
Minor Modification to Planned Development	Preliminary Plan (2)	DRC	Level 2 (DRC Action)
Major Modification to Planned Development	Preliminary Plan (2)	DRC, PC	Level 2 (DRC Action)

Table 9.1 Summary of Required Review Procedures			
Subdivision Plats			
Construction Plans	Construction Plans	DRC	Level 2 (DRC Action)
Modification to Construction Plans	Construction Plans	DRC	Level 2 (DRC Action)
Signage Plan (5)	Signage Plan	PC, DRC	Level 3 (PC Action) Level 2 (DRC Action)
Final Plat	Final Plat	DRC and BoCC	Level 5 (Platting Approval)
Minor Plat	Final Plat	DRC and BoCC	Level 5 (Platting Approval)
Plat Modification	Final Plat	DRC and BoCC	Level 5 (Platting Approval)
Replat/Vacating (3)	Construction Plans and Final Plat	DRC and BoCC	Level 5 (Platting Approval)

(1) All conditional uses shall comply with the conditions outlined in Chapter 3.
(2) Final Development Plans may be submitted at the option of the applicant.
(3) Depending upon size and complexity, staff may require a preliminary plat.
(4) There shall be a transmittal and an adoption hearing on all text amendments and map amendments over ten acres.
(5) Complete in conjunction with final Development Approval in Level 2.

SECTION 5: Chapter 10, Definitions, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended in by **adding the following definitions**:

Chapter 10 DEFINITIONS

…

EMERGENCY MEDICAL CARE: An establishment providing emergency medical service which is any health care service provided to evaluate and/or treat any medical condition serving a need such that a prudent layperson possessing an average knowledge of medicine and health, believes that immediate unscheduled medical care is required. In addition to hospitals, examples include medical service facilities that do not require appointments in advance of treatment such as walk-in clinics, express care clinics, and free-standing emergency rooms.

…

GENERAL MERCANTILE: A retail establishment greater than 5,000 square feet that sells a variety of products for the general public use in addition to other retail such as grocery and prepared food products.

…

SECTION 6: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 7: EFFECTIVE DATE

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

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this _____ day of _____, 2024.

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	March 3, 2023	**Level of Review:**	4
PC Date:	January 3, 2024	**Type:**	LDC Text Amendment
BoCC Date:	January 23, 2024 February 6, 2024	**Case Numbers:**	LDCT-2023-7
		Case Name:	Planned Development Text Amendment
Applicant:	Polk County	**Case Planner:**	Erik Peterson, AICP

Request:	An LDC text amendment to Chapter 3, Section 303, Planned Development (PD), by replacing the current requirements with new requirements; Chapter 2, Table 2.1, Table 2.1 Use Table For Standard Land Use Districts, and Chapter 4, Special Districts, to enable administrative approval of multifamily uses in Residential Medium-X (RMX) and Residential High-X (RHX) Districts to Selected Area Plan (SAP) use tables in Table 4.1c of The I-4 Northeast Parkway SAP; Table 4.3 of the Ronald Reagan Parkway SAP, Table 4.8 of the North U.S. Highway 27 SAP, and Table 4.16 of The North Ridge SAP, Chapter 7, Section 750, Open Space, to clarify open space requirements; amending Chapter 9, Section 903.G, Planned Developments, and Table 9.1, removing the Impact Assessment Statement requirement and including the Open Space and Amenity Plans in the PD application requirements; amending Chapter 10 to add definitions for Emergency Medical Care and General Mercantile; providing for severability; and providing for an effective date.
DEO Response:	n/a
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 5-1

Among the changes to Section 303, Planned Development are:

- Change in the way a Planned Development (PD) application is evaluated from 20 subjective criteria to four (4) objective standards:
    - Location Eligibility - In urban areas, sufficient water and wastewater services must be located within a mile of the property. In suburban areas, water must be located within a mile.
    - Timing - Proximity to Public and Private Investment, an objective measure between a property and the necessary infrastructure and services to support a requested density.
    - Internal Design, a set of minimum requirements for open space, recreational amenities, vehicle parking.
    - External Design, a guide to quantitatively evaluate how a PD request relates to the immediate and surrounding area.
- Change in the description of what is binding in a PD approval.

Among the changes to the Standard Use Tables and the SAP Use Tables:

- Change multifamily in Residential Medium (RM) and High (RH) districts to be C2 administrative conditional uses rather than permitted without certain development standards.

Among the changes to Open Space in Section 750 are:

- Landscaped parking islands and tracts for lift stations are added to the items that are not considered open space. However, unpaved areas dedicated to recreational vehicle parking can be considered open space.

Among the changes to Chapter 9, Section 903.G, Planned Developments are:

- Removal of the Impact Assessment Statement requirement and inclusion of the Open Space and Amenity plans in the PD application requirements.

Among the changes to Chapter 10, Definitions are:

- Additional definitions for Emergency Medical Care and General Mercantile.

Summary:

The Board of County Commissioners has directed staff to revise the Planned Development (PD) review process to correspond more with the County's growth management objectives. Through a series of meetings with staff the Board determined that the current system of balancing development intensity with infrastructure, internal design, and external impacts in the code is not meeting the vision for what should be termed "Planned Development." This amendment removes the current language in its entirety and replaces it with a three-fold concept for how to evaluate a development proposal:

1) It identifies the timing of a proposed development relative to intensity based on the proximity to necessary infrastructure and services available,
2) It evaluates the internal design of a project for how well it meets the needs of its future residents, and
3) It evaluates the relationship between a project and the community around it in terms of transition to less intense neighboring properties, use of green infrastructure, and location and type of vehicle access.

This new Planned Development approach applies to all Future Land Use Map Development Areas and most land use districts. It does not void a property of its entitled density under standard development requirements or approved uses. Planned Development is optional. It is one type of development option for achieving an array of exceptions to certain development standards, additional density, special approvals, and other considerations that are not prescribed to all land use districts.

This Planned Development amendment is the culmination of process that spanned over two years. It involved several public meetings where staff interacted with the Board to gain direction. During these interactions the Board chose to make some of the changes apply to all residential development. LDC amendments addressing them have been proposed and acted on by the Board. These amendments improved residential development design standards for recreation and open space, internal sidewalks, street lighting, garage setbacks, and tree planting requirements throughout the County. Staff held two advertised public meetings regarding the PD amendment. One meeting introduced the background and conceptual approach to revising the code. The other meeting introduced the draft document. Follow-up meetings were held with stakeholders to gain input on improving the proposed ordinance.

Data and Analysis Summary

Staff conducted an in-depth analysis of the Planned Development approvals from 2015 to 2022 at the Board's request. Staff gathered data on why the PDs were requested and what enhanced design standards were offered to achieve the special approval. The results of the data and analysis persuaded the Board to seek enhancements to the Planned Development review process. These enhancements included increased open space, changes to density bonus points, design of retention ponds, lot widths, lot sizes, sidewalks on both sides of internal roads, locational factors, and an overall balancing of requirements vs incentives.

For nearly two years, County staff developed this proposed amendment to the Planned Development regulations in Section 303 based on Board of County Commissioners directions provided at several work sessions and during agenda review presentations. Staff held two virtual public meetings where stakeholders were invited. Once a draft document was produced and released

to the public, staff met individually with stakeholders to gather additional input regarding implementation of the proposed ordinance.

For effective policy analysis, staff looked at other jurisdictions for how they confront similar issues. Although it has been well known for a while that Polk County's planned development process was very different from other jurisdictions because of our one-map system for land use regulation, there is still the possibility of gathering ideas on how their requests for a special zone were evaluated. Data on 11 Florida counties and the two largest cities in Polk were gathered for locational factors, steps to achieve higher densities, design, and evaluation criteria. Staff found that there were very few objective measures among the comparison jurisdictions. Several of the jurisdictions studied had baseline design criteria regarding the amount of open space, internal sidewalks, recreation amenities, and underground utilities. Many treated planned developments as a variance process for relaxing development standards.

Staff has reviewed Florida Statutes and the Polk County Comprehensive Plan to determine consistency with all state and local regulations. Staff found regulations relating to advertising requirements for the change of use but nothing regarding increased densities or development standards as long as they were consistent with the Comprehensive Plan Future Land Use Map district limits. However, in the Transit Supportive Development Area (TSDA), higher densities are granted by right if the development can meet the development standards and land use type for the district. There are also recent state legislative changes that preempt density and height limitations for affordable housing in non-residential districts.

This change will apply to properties in the Green Swamp Area of Critical State Concern; therefore, it must undergo review by the Florida Department of Commerce, Community Planning Department, and Areas of Critical State Concern Program prior to it becoming effective. Staff will send a courtesy copy of the report and ordinance to the Florida Department of Commerce (Florida Commerce) for preliminary review and unofficial comments.

Findings of Fact

1. *The request is a Land Development Code text amendment to Chapter 3, Section 303, Planned Development (PD), by replacing the current requirements with new requirements; Chapter 2, Table 2.1, Table 2.1 Use Table For Standard Land Use Districts, and Chapter 4, Special Districts, to enable administrative approval of multifamily uses in Residential Medium-X (RMX) and Residential High-X (RHX) Districts to Selected Area Plan (SAP) use tables in Table 4.1c of The I-4 Northeast Parkway SAP; Table 4.3 of the Ronald Reagan Parkway SAP, Table 4.8 of the North U.S. Highway 27 SAP, and Table 4.16 of The North Ridge SAP, Chapter 7, Section 750, Open Space, to clarify open space requirements; amending Chapter 9, Section 903.G, Planned Developments, and Table 9.1, removing the Impact Assessment Statement requirement and including the Open Space and Amenity Plans in the PD application requirements; amending Chapter 10 to add definitions for Emergency Medical Care and General Mercantile.*

2. *POLICY 2.102-A4 of the Comprehensive Plan states that "**development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services** which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system."*

3. *POLICY 2.104-A1 of the Comprehensive Plan states that Transit Supportive Development Areas (TDSAs) are "those areas where the availability of infrastructure and other community facilities and*

services, including, but not limited to ***mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density*** *and intensity compact, mixed use development" which are "supported by existing or planned urban type services that are programmed or expected for the 10-year planning horizon" at a base year of 2010, and are "designated as part of a coordinated land use and transportation strategy that supports the provision of improved and expanded transit services, as identified in the Transportation Planning Organization (TPO) 2060 Transportation Vision Plan and the connecting circulator routes, in order to increase mobility and travel options."*

4. *POLICY 2.105-A1 states that Urban Growth Areas (UGAs) are "supported by existing or planned urban type services that are programmed for the 20-year planning horizon" at a base year of 2010, and are "those areas where the availability of infrastructure and other community facilities and services, including, but not limited* ***to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density*** *and intensity compact, mixed use development in close proximity to the development in the adjacent TSDAs."*

5. *POLICY 2.106-A1 states that in the Suburban Growth Areas (SDA) "agricultural activities coexist alongside low density developed areas in the fringes of municipalities and other urban centers. These areas have developed predominately residential, in a suburban pattern with County-owned, municipal or County-franchised* ***potable-water systems, but without centralized sewer facilities and very little, if any, supporting public facilities and non-residential uses****. Other urban services typically found to accompany a suburban area include, but are not limited to multimodal transportation facilities, public safety, recreational and educational services."*

6. *POLICY 2.107-A1 states that Utility Enclave Areas (UEAs) "shall be those areas within the County which have developed at urban or suburban densities with County-owned, municipal or County-franchised* ***potable water systems, and centralized public sewer facilities****, or private sewer system in excess of 400,000 GPD. UEAs are* ***typically lacking the full complement of other urban services*** *typically found in the Transit Supportive Development, Urban Growth, or Suburban Areas."*

7. *POLICY 2.108-A1 states that development the Rural Development Areas (RDA)* "*is characterized by large open areas, agricultural use, with scattered development and rural centers.* ***Services are limited and mostly found in the rural centers*** *and clustered developments."*

8. *The Comprehensive Plan defines Planned Development as a "land use or uses prepared, constructed, and maintained according to a binding plan as a single entity containing one or more structures and accessory uses. Strict adherence to land use district standards may be relaxed for the purpose of* ***accomplishing a greater objective*** *such as increased internal vehicle trip capture, resource protection,* ***further compatibility*** *with adjacent use, and more* ***efficient use of public infrastructure****. Multiple land uses contained within Planned Development shall have a functional relationship with each other as well as consistency with the land use district."*

9. *SECTION 2.125-M of the Comprehensive Plan "establishes the Planned Development as a mechanism for increasing densities and intensities that may be permitted under certain circumstances, or using innovative design techniques, or providing a mixture of land uses. Planned Development may also be used to gain project design flexibility and to attach conditions where warranted."*

10. *Chapter 10 of the Land Development Code defines Planned Development the same as the Comprehensive Plan as a "land use or uses prepared, constructed, and maintained according to a*

binding plan as a single entity containing one or more structures and accessory uses. Strict adherence to land use district standards may be relaxed for the purpose of accomplishing a greater objective such as increased internal vehicle trip capture, resource protection, further compatibility with adjacent uses, and more efficient use of public infrastructure. Multiple land uses contained within Planned Development shall have a functional relationship with each other as well as consistency with the land use district."

11. *Chapter 10 of the Land Development Code defines Public Water Availability as "an approved public water supply with:*
    1. Sufficient capacity to serve the subject property, and
    2. Has an adequately sized distribution system within one mile of the property."

12. *Chapter 10 of the Land Development Code defines Available Sanitary Sewer "as a municipal, County-franchised, or County-owned sanitary sewer system is considered available when:*
    1. *The system is not under Florida Department of Environmental Protection (DEP) moratorium;*
    2. *For all single-family residences, and for any establishment that has an estimated sewage flow of 1,000 gallons per day or less, a sanitary sewer shall be considered available if the line abuts the property and gravity flow can be maintained from the building to the sewer line;*
    3. *For any residential subdivision, and all non-residential uses that have an estimated sewage flow of 1,000 gallons per day or more, a sanitary sewer shall be considered available if a gravity line, force main, manhole, or lift station in an easement or right-of-way is existing under one of the following conditions:*
        a. *Is within one half of one mile (2,640 feet) of the property;*
        b. *Will serve ten or more Equivalent Residential Units (ECCS) or more and is within 3/4 mile (3,960 feet) of the property;*
        c. *Will serve 20 Equivalent Residential Units (ECCS) or more and is within one mile (5,280 feet) of the property; and*
    4. *A sewer system has adequate hydraulic capacity to accept quantity of sewage to be generated by the proposed establishment."*

13. *Between January of 2015 and December of 2022, 186 Planned Development approvals were granted. Of those approvals, 59% included requests for setback relief, 53% were for increases in density, 18% were for reduction in lot widths below 50 feet, and eight (8%) percent were for short-term rental.*

14. *According to the Florida Highway Safety & Moter Vehicles Division, there were 551,086 motor vehicles registered in Polk County and 32,329 vessels (boats) in 2022.*

15. *According to the U.S. Census Bureau, Polk County is estimated to have a population of 787,404 residents, 340,760 housing units, and 264,145 households.*

16. *County staff gathered Data on 11 Florida counties and the two largest cities in Polk on planned development requirements seeking information on locational factors, steps to achieve higher densities, design, and evaluation criteria.*

Development Review Committee Recommendation:

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommends **APPROVAL of LDCT-2023-7**.

Planning Commission: *at an advertised public hearing on January 3, 2024, the Planning Commission* ***voted 5:1 for APPROVAL of LDCT-2023-07.***

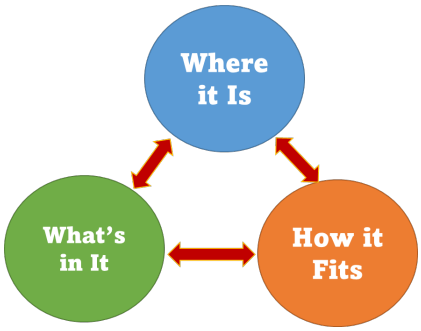
Analysis:

The current Planned Development (PD) regulations have 20 criteria for assessing merits of a PD which the Planning Commission relies on to decide whether the proposal is worthy of approval or not. This amendment turns the focus of the analysis into the three factors that matter the most when reviewing a new residential project in a community:

1) *Where it is* – **Location Eligibility,**
Timing - Proximity to Public Investment

2) *What's in it* – **Internal Design**

3) *How it fits* – **External Design**



This section provides an explanation of how each of these elements of the proposed ordinance was drafted. It is followed by *who is helped, who pays the cost, and who was included* in the drafting of the ordinance. A brief history of the amendment, limitations of the ordinance, and comparison with other jurisdictions is provided. The analysis concludes with consistency review of state statutes, the Comprehensive Plan, and Land Development code.

Location Eligibility

During work sessions with the Board, staff was directed to draft regulations that would prohibit a Planned Development from being proposed significant distances away from the primary necessities of more intensive residential development: water and wastewater services. Staff looked to the Code to determine a measure for what is considered a distance too far for the extension or water and wastewater services. Section 702 requires development to connect to water and wastewater if it is considered "available." Chapter 10 of the Land Development Code establishes that water is considered available if an adequately sized line to serve the development is located within one (1) mile of the property, and wastewater is considered available if a line is located within one (1) mile of the property for developments of 20 units or more. Applications for proposed Planned Developments outside of one (1) mile of the necessary water and wastewater services will not be eligible for consideration.

Timing - Proximity to Public Investment

The timing of infrastructure and community facilities to support development approvals is key to being regarded as "planned." One of the goals of the Board's request to revise the PD text was to remove as much of the ambiguity and subjectivity from the decision-making process, especially with regard to whether the timing was right for the intensity, and the existing infrastructure and services were adequate to meet the needs of a proposed development. Early in the process for drafting the revised PD text, staff began identifying an objective way in which to determine whether the infrastructure and services surrounding the location of a proposed development corresponded to their requested density. While the Board directed staff to get away from "bonus point" systems, a scoring mechanism was still necessary to give a mathematical quotient to relate the intensity of development to the infrastructure available to accommodate it. This being proposed is not a bonus

point system rather it is a measure of appropriate timing. As development growth occurs in an area surrounding a property, a higher intensity of development can be accommodated and is more likely to be publicly accepted.

Staff conducted an itemized inventory of the public and private needs that occupants of a residential development require to sustain a sufficient quality of life. It began with the fundamental needs of human habitation: **access, water, and a way to dispose of all forms of waste**. From there, the needs assessment broadened to **safety, sustenance, and livelihood**. Further quality of life needs, such as **recreation and education facilities,** came next followed by environmental needs to round out the array. This inventory is imbodied in the newly proposed Tables 3.3 and 3.4 in the draft ordinance. The following provides a summarized breakdown of each item in the table and the value they hold to supporting residential development. Distances are measured along rights-of-way because that is the only means by which they are connected.

Immediate Distance Needs

*(Immediate needs are **scored in terms of ¼ mile increments**)*

- *Arterial Road* – Accessibility is higher for development located within ¾ mile or less of an arterial road. Arterials significantly reduce the travel time to commerce, entertainment, and employment for residents. They also enable quicker delivery of public safety, garbage collection, and transit services. When combined with collectors, they provide even swifter travel and marketing opportunities for commercial properties.
- *Collector Road* – Although not as high as arterial roads, accessibility is still significantly beneficial for reducing travel times to goods and services for collector roads. For most residential development, collector road frontage is a must in a suburban setting.
- *Transit Route* – Typically, 50% or more of residents in a community do not have access to a personal motorized vehicle. As more development occurs in proximity to transit, the likelihood that more stops will be added increases. More stops equal greater ridership. Greater ridership increases the number of routes and reduces headways.
- *Sidewalk connection to School* – School busing or vehicle pickup and drop off is greatly reduced with a sidewalk connection that is less than ¾ mile to a school. This is a significant indicator of an urban community when children can walk to school.
- *Sidewalk connection to retail commercial* – Walkability is major indicator of an area that is primed for urban development. When residents can walk to retail services, vehicle trips are greatly reduced. ¼ mile is a comfortable distance for carrying goods back from retail. ¾ of a mile is still close enough for walking to a restaurant.
- *Sidewalk connection to transit stop* - Accessibility is maximized where there is transit available within a comfortable walking distance because vehicle mobility is obtainable to a larger group of people. Having a sidewalk to get to the transit stop is even more beneficial to potential riders.
- *Sidewalk connection to park* – Just as schools and commercial connections increase walkability, so do parks.
- *≥6" potable waterline* – When there is a six-inch line or better, fire hydrants can be installed. Fire hydrants enable higher densities. This is an indication of public investment to enable residential development.
- *≥4" sanitary sewer line* - a four-inch line is the minimum size for wastewater connection. This is a greater indication of public investment in an area.
- *Public Lift Station* – Public lift stations often have excess capacity or are scalable, and most have back-up generators in case of power outages for extended periods of time. This is a significant measure of public investment in the community.
- *Reclaimed waterline* – Potable water is a finite resource. Often the majority of a household water use is for lawn irrigation. Reclaimed water helps extend the capacity of the water system. Higher densities use less water per unit because of less irrigation.

Neighborhood and Community Distance Needs
*(Neighborhood and Community needs are **scored in terms of one (1) mile increments**)*

- *Fire Rescue Station* – It is a necessity for higher densities to have fire and EMS response within three miles or less. This ensures adequate response times.
- *Emergency Medical Care* – Not all emergencies warrant a 911 call but still need medical attention. These facilities are a valid indicator of a greater level of urbanization in the surrounding area.
- *Elementary School* – Elementary schools within less than two miles are an indication of areas planned for more residential intensity. Although they may not be walkable, they are a short drive away.
- *Middle School* – There are fewer middle schools in the County because they have the least number of grades but are built to higher student capacities than elementary schools.
- *High School* – The ability to travel farther distances increases because a portion of the student population has access to a motor vehicle, but close proximity is more beneficial. High schools more than others become a central part of the community due to the number of extracurricular events associated with them.
- *College or University* – Development needs to be more intense around colleges and universities because they are more intense, and the student population needs to live closer.
- *CC district* – Areas that are planned for commercial development but not developed needs residential density to increase around them to make them more marketable.
- *CC district >50% developed* – Daily retail needs in close proximity to development results in more local capture of vehicle trips minimizing impact on the roadways.
- *General Mercantile* – Having something to buy in close proximity is even more beneficial to increasing local capture and reducing vehicle usage.
- *NAC district >50% developed* – More daily and weekly needs are available. As the commercial nodes grow, higher densities can be supported because they can provide a wider variety of goods and services thereby appealing to a broader share of the consumer's needs.
- *NAC district* – If an intersection is planned to be an NAC, it is going to contain a lot of consumer needs in the future and needs more density to make it more marketable.
- *Grocery >40,000 sq.ft.* – The establishment of grocery in an area means a high among of daily and weekly needs are met. If these are in LCC rather than an activity center, it ensures acknowledgement of urban investment.
- *CAC district or higher > 50% dev*. – These districts are intended to contain "big box" stores and also allow multifamily densities of 15-25 units per acre. If they are developed, the area should be accustomed to higher densities and greater growth.
- *CAC district or higher* – Higher density is encouraged near these districts. If development is proposed between them and lower density, it is likely a stepdown in transition.
- *Regional Park* – It is a goal that every citizen will be located within five miles of a regional park.
- *Community Park* – These parks contain lighted ballfields used by sports leagues.
- *District Park* – These parks contain unlighted ballfields but are still functional for some sports leagues and game practice.
- *City Park* – Recreational opportunities are rarely exclusive to city residents. Development near city limits will utilize city facilities.
- *Employer (>100 FTE)* – Development should locate near employment opportunities. It helps the resident and the business.
- *Employer (>300 FTE)* – Schools will get points for employment as well.
- *Employer (>500 FTE)* – Large employers need more residents in close proximity.

Environmental and Connectivity Needs

- *Open Drainage Basin* – Closed basins have a finite amount of drainage capacity. Even with the increased stormwater retention requirements, it is better to encourage more development in open drainage basins. Points are awarded to those locations where there is way for waters to drain into larger watercourses.
- *Positive Outfall* – There is a public drainage structure for the overflow of the development's stormwater system to reach during storms in excess of a 25-year 24-hour event.

- *No adverse wetland disturbance* – While there are six activities that may disturb wetlands under the Comprehensive Plan and Code, points are awarded from not disturbing them at all except for wetland enhancements.
- *Access points* – Multiple access points improve safety and efficiency of development design.
- *Vehicle interconnection to neighboring development* – Cross access easements and stub-outs to neighboring developments can provide for better community interaction.
- *Pedestrian Connections* – Walkability between developments can create a better sense of community and minimize potential conflicts with vehicle traffic.

The methodology for scoring was based on a random sample of successful Planned Development approvals and the existing infrastructure and services available at the time of their approvals as found in the staff report analysis. Unsuccessful applications were also reviewed to determine if and what infrastructure was lacking in the area to serve them and how that related to the Board's decision making. In the end the scoring was manipulated to reflect such that almost all of the successful projects met the scoring and the unsuccessful fell short.

Internal Design

Open space, recreation facilities, and crowded streets were concerns voiced by the Board during work sessions and the drafting of the ordinance. The proposed ordinance raises the development requirements for Planned Developments. It requires that open space be meaningful, intentional, and well thought out. It requires conscious consideration for the recreational needs of the future residents. It requires deliberate attention to the vehicle parking needs of the inhabitants in order to avoid crowding the travel ways with parked cars resulting in public safety hazards and deficiencies in the delivery of such important public services such as garbage collection and emergency response. The following summarizes these three main components od internal design.

- *Open Space Plan* – At least 20% of a proposed PD must be open space which does not include setbacks, landscaped parking islands, tracts for lift stations, wetlands, plain geometric stormwater management facilities, rights-of-way, or standard landscaping buffers. Moreover, the open space must be called out in the Level 2 Review submittal to specify whether the open space areas will be dedicated or preserved and by what mechanism.

- *Amenity Plan* – Within the Open Space Plan, 500 square feet per dwelling unit will be required to be dedicated to park-and-recreation space. Additionally, a specified number of recreational amenities will need to be developed in this space based on the total number of units proposed within the development and the type of recreational amenity features provided. More sophisticated recreational amenities garner more credit than lesser ones. This system allows for wide variety ways to reach the required amount based on how the developer plans to market the development.

- *Parking* – Although infrastructure may be provided at an urban level, Polk County will remain a suburban county for the most part. Residents in the unincorporated areas will always need personal vehicles to function in their daily lives despite efforts to enhance transit services. The LDC requires two off-street parking spaces per single-family unit outside of the garage. Most single-family home dwellers will have more than two vehicles per household whether they be standard, recreational, or occupational. The County average is over 2.2 registered vehicles per household. Not to mention, most Polk County residents also have visitors upon occasion. For that reason, a well-planned development provides additional parking for vehicle parking overages. This prevents the 20-foot-wide streets from becoming cluttered with too many extra vehicles. Having too many vehicles parked where there is no real accommodation for them

creates problems for public safety vehicles, deliveries, garbage collection, pedestrians, and the safety of small children. As more narrow lots are proposed, the PD regulations require additional parking per the number of units in the development. This parking can be provided in the development through evenly distributed clustered parking lots or parallel parking on private roads or drive aisles.

External Design

The Polk County Planning Commission has three primary directives for decision making: (1) Consistency with the Comprehensive Plan and Land Development Code; (2) Compatibility with land uses nearby and within the surrounding community (*micro/ macro compatibility*); and, (3) Concurrency with existing and planned infrastructure. The external design requirements for Planned Development are a qualitative analysis for the Planning Commission to address three key components that contribute to how well a proposed development fits within a given location: (1) how it relates to less intense development that may abut the project, (2) how environmental features are utilized to enhance the project, and (3) how ingress and egress of vehicles is addressed.

- *Transition from Higher Intensity to Lesser Intensity* – there are no specific standards for how a more intensive proposed development should address the interface with less intensive neighboring development because no situation is the same. This section provides the applicant an opportunity to design the correct amount of buffering and screening techniques, relative lot sizes and widths, decreases in structure height, and/or other compatibility strategies along the periphery of the proposed development. It becomes the Planning Commission's responsibility to determine whether the applicant properly addressed the intensity differences.

- *Use of Green Infrastructure* – most properties have environmental features such as wetlands, floodplains, grade changes, and existing vegetation. This requirement addresses how the proposed development interacts with the environmental challenges and utilizes them in a positive way to promote better transition in intensity, externally and internally, as part of the open space plan.

- *Access and Travel Routes* – the greatest impact a new development can have on nearby existing residents is the increase in vehicle travel around them. On average, every single-family residence that is constructed generates or invites 7.81 new vehicle trips per day, according to the Institute of Traffic Engineers. The number and location of access points into a development can significantly change the quality of life for nearby residents along the travel route. This requirement focuses on how the proposed development's access design integrates into the community.

Who is Helped by this Amendment?

This text amendment offers the Planned Development applicants an opportunity for additional development approvals, greater development intensity, and flexible development standards in exchange for a more sustainable and responsive residential product. The applicants benefit from the objectivity of this amendment because the requirements are directly quantifiable, and the expectations are known. The Planning Commission benefits by the clarity of their decision process knowing that their focus is on intensity compatibility. The residents of the future development benefit from the considerations made to provide them a quality community that meets their social and personal needs. The surrounding community benefits from the efforts required of the project design to consider the short- and long-term impacts to them from of the proposed project.

Who Pays the Cost?
This is a development option, not a requirement. The County is not forcing Planned Development on a property owner. Properties may always be developed in accordance with the entitled residential density and unit type under Code standards. Planned Development offers an opportunity for additional development approvals and flexibility of Code standards in exchange for a better overall residential product. The potential costs are reduced unit counts and increased infrastructure improvements. While some requirements may consume more land and curb the potential number of units available to sell or lease, the physical costs are marginal. These requirements offset the societal costs of more intense development. These requirements also benefit the future residents of a proposed development by creating a more sustainable community that continues to promote greater housing investment value over time.

Who was Included in the Process?
Data gathering has been at the forefront of the policy drafting process. The agenda briefings and discussions with the Board have been open to the public. Staff has presented the concepts in virtual and public meetings. Since the first draft was released to the public, staff has met with stakeholders in the development community to gather input.

History

Since late 2012, the pace of residential development growth has consistently been accelerating in Polk County. There were problems arising by mid-2016 with certain constraints on public school capacity in the northeastern part of the County. There were a number of controversial Planned Development (PD) cases between 2018 and 2020 where local residents called for a slowing of the County's population growth. However, the effects of the rise in housing development were not fully realized until it began compounding during the recovery from the pandemic by the end of 2021. At the May 13, 2022, Board Agenda Review session, Commissioners requested that staff review past PD approvals and analyze the current PD requirements to gauge their effectiveness for managing growth. Staff provided a presentation to the Board on August 12, 2022, that broke down the strengths, opportunities, and weaknesses of the current regulations for residential development standards, recreation requirements, open space requirements, and PDs. Staff was directed to conduct public outreach process and draft a revision to the PD requirements. In the interim the Board directed staff to draft improved residential development design standards to apply countywide. These were presented to the Planning Commission and adopted by Board separately. Such design standard amendments as increased open space, internal sidewalks, garage setbacks, tree planting requirements, and expanded parking options are currently in effect.

Virtual public meetings were conducted followed by individual meetings with various stakeholders. A draft was released to the public and more meetings occurred. Staff was preparing to present the recommended text to the Planning Commission in July of 2023 when a state legislative setback derailed the process. The Florida Legislature adopted Senate Bill 250, and the Governor signed it into law on June 28, 2023. This legislation preempted any ordinance changes in a county or municipality located entirely or partially within 100 miles of where either Hurricane Ian or Hurricane Nicole made landfall that would potentially be a burden to development approvals. In late November, the legislature amended the legislation during a special session to 50 miles instead of 100. This took Polk County out of the jurisdiction of the bill. Subsequently, the Board directed staff to resume the changes to the Planned Development text.

Limits of the Proposed Ordinance

Planned Development is an option, not a requirement, and remains a Level 3 Review which is subject to advertised public hearings before the Planning Commission. All properties have prescribed development rights. This amendment does not void any prescriptive entitlements. This option is available in all residential districts and some non-residential districts in the RDA, SDA, UEA, UGA, and TSDA. It will also apply in the Green Swamp. It will not apply to Rural Residential Developments (RRDs); they have specific criteria in the Comprehensive Plan and in Section 303 of the LDC. It will apply to all the Selected Area Plans; however, separate amendments will be needed in the near future to strike the different SAP Bonus Point systems that also determine internal development standards and density of Planned Development requests. This will create a consistent Planned Development process and requirements throughout the County.

Comparisons to other Jurisdictions:

Staff has completed a survey of counties within the central Florida region. It is difficult to compare Polk County's Planned Development process to that of other jurisdictions in central Florida. In Polk County, there is not a separate zoning map. Planned Developments are optional conditional uses working within the framework of the Comprehensive Plan Future Land Use Map. In other jurisdictions, a PD or PUD is a self-defined zoning district on the zoning map. That enables each one of them to be evaluated separately and independently. As a conditional use, Polk County's PD regulations must have a greater level of objectivity and consistency.

Staff reviewed the planned development requirements of the Counties abutting Polk, along the I-4 Corridor, and counties with similar urban, suburban, and rural development relationship dynamics such as Alachua and Duval. The cities of Lakeland and Winter Haven were also reviewed since they are the two largest jurisdictions within Polk. The focus of the review was on the use of locational factors to determine the right location and timing of PDs, steps to garner approval of higher densities, and specific evaluation criteria that the governing body used to determine approval or denial of a request. A brief summary of the results is displayed in Table 1 to follow.

Table 1

Jurisdiction *(code citation)*	**Are there locational factors to consider?**	**Are there requirements for higher density?**	**Is there an Evaluation Criteria?**
Alachua County *Chapter 402 & 403 Sec. 402.80-91, 403.17*	**No.** *But a neighborhood workshop is required.*	**No.** *Based only on the maximum allowed under the Future Land Use Map category*	**Yes.** Simple: *Shall be designed to include proper access, traffic circulation, natural resource protection, stormwater management, Open Space, recreation, and utilities to ensure viability of each and all stages of development.*
Brevard County *Sec. 62-1441-1478*	**Yes.** One of the 7 criteria. *Efficient use of land which may result in smaller street and utility networks and reduce development costs.*	**No.** *Minimum recreation and open space based on percent of development, minimum lot sizes, minimum setbacks. Different types of PUDs RPUD and TPUD (tiny homes) (ROS=25% for MF, 10% for SF< ½ acre lots, 0% for ≥ ½ acre lots)*	**Yes.** *For both the residential design and the non-residential design. Also, 11 criteria for density*
Duval County (Jacksonville) *Sec. 656.340-344*	**No.**	**No.**	**Yes.** *Comp Plan Consistency, Concurrency, Internal Compatibility, and External Compatibility*
Highlands County *Sec. 12.05.290*	**No.**	**No.**	**Yes.**

Table 1

Jurisdiction *(code citation)*	**Are there locational factors to consider?**	**Are there requirements for higher density?**	**Is there an Evaluation Criteria?**
Hillsborough County *Sec. 5.03.00*	**No.** *But a lot of traffic study and access management requirements.*	**No.**	**No.**
Lake County *Sec. 4.03.00*	**Yes.** *Max 2/ac unless connected to central water. Max 3/acre in Rural Village. Max 5.5 in Mount Plymouth*	**Yes.** *But, only in the Wekiva River Protection Area*	**Yes.** But few: *Based on: Conservation of natural features and environmental assets and the adequacy of Public Roads, utilities, public services, and facilities required to serve the Development.*
Manatee County *Sec. 402*	**No.** *But, 13 types of PUDs depending on uses*.	**No.**	**Yes.** *Different for each type. Mostly the same: Nature of Surrounding Uses, Access, Site Plan, and Site Conditions.*
Orange County *Sec. 38-1201 thru 1236*	**Yes.** *Not based on infrastructure. Different PD requirements for different districts and areas of the county.*	**No.**	**Yes.** *Only for density in rural areas.*
Osceola County *Sec. 3.11*	**No.**	**Subjective:** based on future land use map, existing development in the immediate vicinity and the extent to which the planned development's design minimizes the project's impacts upon other property in its vicinity.	**Yes.**
Seminole County *Sec. 30.441-453*	**No.**	**Yes,** *more open space as a percentage of the site.* *<2/acre = 10%* *2-4 = 15%* *4-10 = 25%* *>10 = 35%*	**Yes.** Brief: **"***PD would result in greater benefits to the County than development under conventional zoning district regulations. Such greater benefits may include natural resource preservation, urban design, crime prevention, neighborhood/community amenities, or a general level of development quality***."**
Volusia County *Sec. 72.289*	**No.**	**No.**	**No.**
City of Lakeland *Article 7*	**No.**	**No.**	**Yes.** *Land Use and Environmental Compatibility, etc. Section7.2.1.2-7*
City of Winter Haven *Division 4 Sec. 21.371-376*	**No.**	**No.**	**No.**

Staff were surprised by the outcome of the analysis. Few of the jurisdictions reviewed addressed the location of the PD request at all. There were no "bonus point" systems to evaluate allocation of higher densities. While most had some form of evaluation criteria to judge the development application, they were mostly broad. In many cases, it seemed like the real judgement was left up to the will of the governing body at the time of request. They all lacked a basis to establish objectivity in the decision-making process.

In the review for consistent planned development design and buffering requirements within other jurisdictions there were limited results. In many jurisdictions, a planned development is an open-ended process with very little guidance in design. Several were just a means of varying from the zoning district development standards. In many of the jurisdictions studied, design of the development was solely left up to the applicant to devise and the government body to approve or deny with very little indication of what was meant by "planned" in the development request. Some set forth evaluation criteria for the design, others were open ended. Several had some baseline criteria for open space, recreation, sidewalks, and underground utilities. Table 2 provides a summary of this analysis.

Table 2

Jurisdiction *(code citation)*	**Internal Design Requirements**	**External Design Requirements**
Alachua County *Chapter 403 Sec. 403.17*	Underground utilities.	None.
Brevard County *Sec. 62-1446*	Minimum common recreation and open space: 25% for Multifamily, 10% for lots less than ½ acre. Underground utilities. Recreational vehicle parking provided for developments with lots less than 6,600 sq.ft.	"On property bordering the ocean, a minimum of 30 percent of the ocean frontage shall be left open as breezeway/visual corridor." Applies to rivers too.
Duval County (Jacksonville) *Sec. 656.340-344*	17 criteria for determining internal compatibility.	4 Criteria for External Compatibility
Highlands County *Sec. 12.05.290*	None.	None.
Hillsborough County *Sec. 5.03.00*	10% Open Space for Planned Developments Many design requirements for Planned Villages which are similar to our Rural Residential RRD and RMDs	Extensive buffering requirements for Planned Villages which are similar to our Rural Residential RRD and RMDs
Lake County *Sec. 4.03.00*	Maximum height 40 feet Maximum 2 units/acre unless water is provided 25% Open space of which 60% is recreation	None.
Manatee County *Sec. 402*	Internal sidewalks Amount of required Open space determined by surrounding area. Minimum Garage setbacks 25' from sidewalk Minimum side yard setbacks 8'	Perimeter fencing.
Orange County *Sec. 38-1201 thru 1236*	10% open space for single-family 25% Open Space for Multifamily Underground utilities Public Water connection required 2.5 acres of recreation per 1,000 population 20' minimum front setbacks 2 tree per lot in single-family, 1 tree per unit in multifamily Maximum accessory structure: 150 sq.ft./ 10' high	Multifamily setbacks and spacing when abutting single-family
Osceola County *Sec. 3.11*	"Internal greenways shall be developed within planned developments to provide open space	"Landscaped buffers shall be provided on the borders"

Table 2

Jurisdiction *(code citation)*	**Internal Design Requirements**	**External Design Requirements**
	opportunities throughout the projects." No parking on streets or roadways	
Seminole County *Sec. 30.441-453*	Less than 2.0 units per acre: 10% Open Space 2.0—3.99 15% 4.0—9.99 25% 10.0 or greater 35%	Perimeter buffering standards
Volusia County *Sec. 72.289*	None.	None.
City of Lakeland *Article 7*	Underground Utilities.	City decides.
City of Winter Haven *Division 4 Sec. 21.371-376*	None.	None.

Consistency with the Comprehensive Plan

The term *Planned Development* is referenced 58 times in the Future Land Use Element but not many of them are directly pertinent to the changes proposed in this amendment. This proposed amendment is within the framework of Section 2.125-M and the definition in the SECTION 4.400 Glossary.

This amendment applies primarily to residential districts in the TSDA, UGA, SDA, and UEA because those are the Development Areas in the County where urban and suburban infrastructure exists according to POLICIES 2.104-A1, 2.105-A1, 2.106-A1 and 2.107-A1. This has been determined to be the most appropriate because there should be urban levels of development in areas where there have been urban and suburban levels of public investment. In the RDA, this amendment will be limited to RCC-R districts that have public potable water available.

The Comprehensive Plan defines Planned Development as a "*land use or uses prepared, constructed, and maintained according to a binding plan as a single entity containing one or more structures and accessory uses. Strict adherence to land use district standards may be relaxed for the purpose of accomplishing a greater objective such as increased internal vehicle trip capture, resource protection, further compatibility with adjacent use, and more efficient use of public infrastructure. Multiple land uses contained within Planned Development shall have a functional relationship with each other as well as consistency with the land use district*." This proposed ordinance for Planned Developments embodies this definition with its additional standards for resource protection, further compatibility with adjacent uses, and more efficient use of public infrastructure. The additional requirements for open space promote better resource protection. The external design requirements further compatibility with adjacent uses and the locational eligibility and the relationship of development intensity to public and private infrastructure investment promotes more timely and efficient use of infrastructure.

There are five Selected Area Plans in which Planned Development is a method for increasing density or modifying lot standards. It is intended that Planned Development (PDs) become more consistently applied throughout the County. The next step in the process will be to realign the SAP PD requirements to reach complete consistency.

Consistency with the Florida Statutes

Planned Development is a local term that is defined and applied differently in many jurisdictions. There are no references or statutory preemptions on how local governments regulate and define Planned Development. Chapter 163 F.S. lays out the parameters for a local government's comprehensive plan. Section 163.3202(1) F.S. states that "*each county and each municipality shall adopt or amend and enforce land development regulations that are consistent with and implement their adopted comprehensive plan.*"

This proposed amendment specifically implements the section of the Florida Statutes that speaks to the intentions of the Land Development Code by ensuring "***the compatibility of adjacent uses and provide for open space***." Section 163.3202(2) F.S. states that "*Local land development regulations shall contain specific and detailed provisions necessary or desirable to implement the adopted comprehensive plan and shall at a minimum:*

(a) Regulate the subdivision of land.

(b) Regulate the use of land and water for those land use categories included in the land use element and ***ensure the compatibility of adjacent uses and provide for open space****.*

(c) Provide for protection of potable water wellfields.

(d) Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management.

(e) Ensure the protection of environmentally sensitive lands designated in the comprehensive plan.

(f) Regulate signage.

(g) Provide that public facilities and services meet or exceed the standards established in the capital improvements element required by s. 163.3177 and are available when needed for the development, or that development orders and permits are conditioned on the availability of these public facilities and services necessary to serve the proposed development. A local government may not issue a development order or permit that results in a reduction in the level of services for the affected public facilities below the level of services provided in the local government's comprehensive plan.

(h) Ensure safe and convenient onsite traffic flow, considering needed vehicle parking."

Comments from Other Agencies: None

Draft Ordinance: under separate attachment

Agenda Item P.3. 2/6/2024

SUBJECT

Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Two Traffic Calming Devices (Speed Humps) on Ware Avenue, Near Winter Haven. (estimated $10,000.00 one-time expense)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Ware Avenue. Ware Avenue is located in the Wahneta area of Winter Haven in S-16, T-28S, R-26E, and is classified as a Local Residential road.

Staff conducted traffic studies on Ware Avenue, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

RECOMMENDATION

Request Board adopt the associated Resolution to allow for the installation of two traffic calming devices (speed humps) on Ware Avenue. Cost for installation of the traffic calming devices is estimated at $10,000.00.

FISCAL IMPACT

Funds are budgeted in the FY 23/24 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

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

RESOLUTION NO.: _____

WHEREAS the Board of County Commissioners has a policy to allow for the placement of traffic calming devices upon certain qualifying roads, and

WHEREAS the Polk County Roads & Drainage Division was requested to install traffic calming devices on the following County-maintained Local Residential road:

Ware Avenue (Road Number 861804); from First Street North to Sixth Street Northeast. Located in S-16, T-28S, R-26E, and

WHEREAS speed studies were performed in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that Ware Avenue qualifies for traffic calming devices based on 85th Percentile speed and traffic volume, and

WHEREAS homeowners along Ware Avenue were provided with ballot forms, and a sufficient number of said forms were either returned in support of the installation of traffic calming devices, or were not returned and counted as being in support of the installation of traffic calming devices, in accordance with Board policy requirements,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Ware Avenue to have two traffic calming devices installed between First Street North and State Road 544 (Lucerne Park Road).

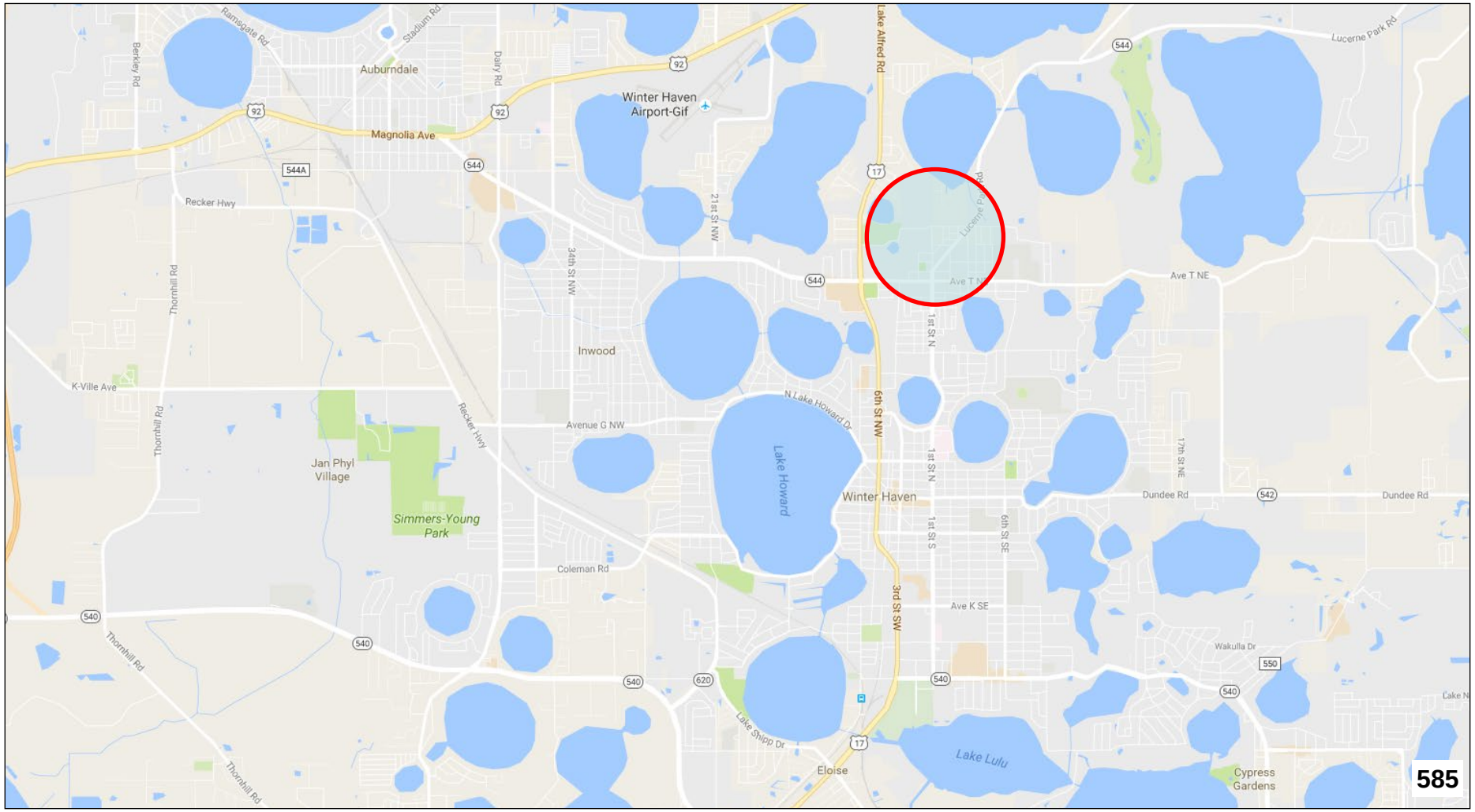
DATED this 6th day of February 2024.

N

N.T.S.

Ware Ave (Winter Haven Area)

Request for Traffic Calming Devices



N

N.T.S.

Ware Ave (Winter Haven Area)

Request for Traffic Calming Plan



Agenda Item P.4. 2/6/2024

SUBJECT

Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Four Traffic Calming Devices (Speed Humps) on Camp Gilead Drive, Near Polk City. (estimated $20,000.00 one -time expense)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Camp Gilead Drive. Camp Gilead Drive is located in the Polk City area in S-33, T-26S, R-25E, and is classified as a Local Residential road.

Staff conducted traffic studies on Camp Gilead Drive, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

RECOMMENDATION

Request Board adopt the associated Resolution to allow for the installation of four traffic calming devices (speed humps) on Camp Gilead Drive. Cost for installation of the traffic calming devices is estimated at $20,000.00.

FISCAL IMPACT

Funds are budgeted in the FY 23/24 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

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

RESOLUTION NO.: _____

WHEREAS the Board of County Commissioners has a policy to allow for the placement of traffic calming devices upon certain qualifying roads, and

WHEREAS the Polk County Roads & Drainage Division was requested to install traffic calming devices on the following County-maintained Local Residential road:

Camp Gilead Drive (Road Number 653302); from State Road 559 to State Road 559. Located in S-33, T-26S, R-25E, and

WHEREAS speed studies were performed in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that Camp Gilead Drive qualifies for traffic calming devices based on 85th Percentile speed and traffic volume, and

WHEREAS homeowners along Camp Gilead Drive were provided with ballot forms, and a sufficient number of said forms were either returned in support of the installation of traffic calming devices, or were not returned and counted as being in support of the installation of traffic calming devices, in accordance with Board policy requirements,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Camp Gilead Drive to have four traffic calming devices installed between State Road 559 and State Road 559.

DATED this 6th day of February 2024.

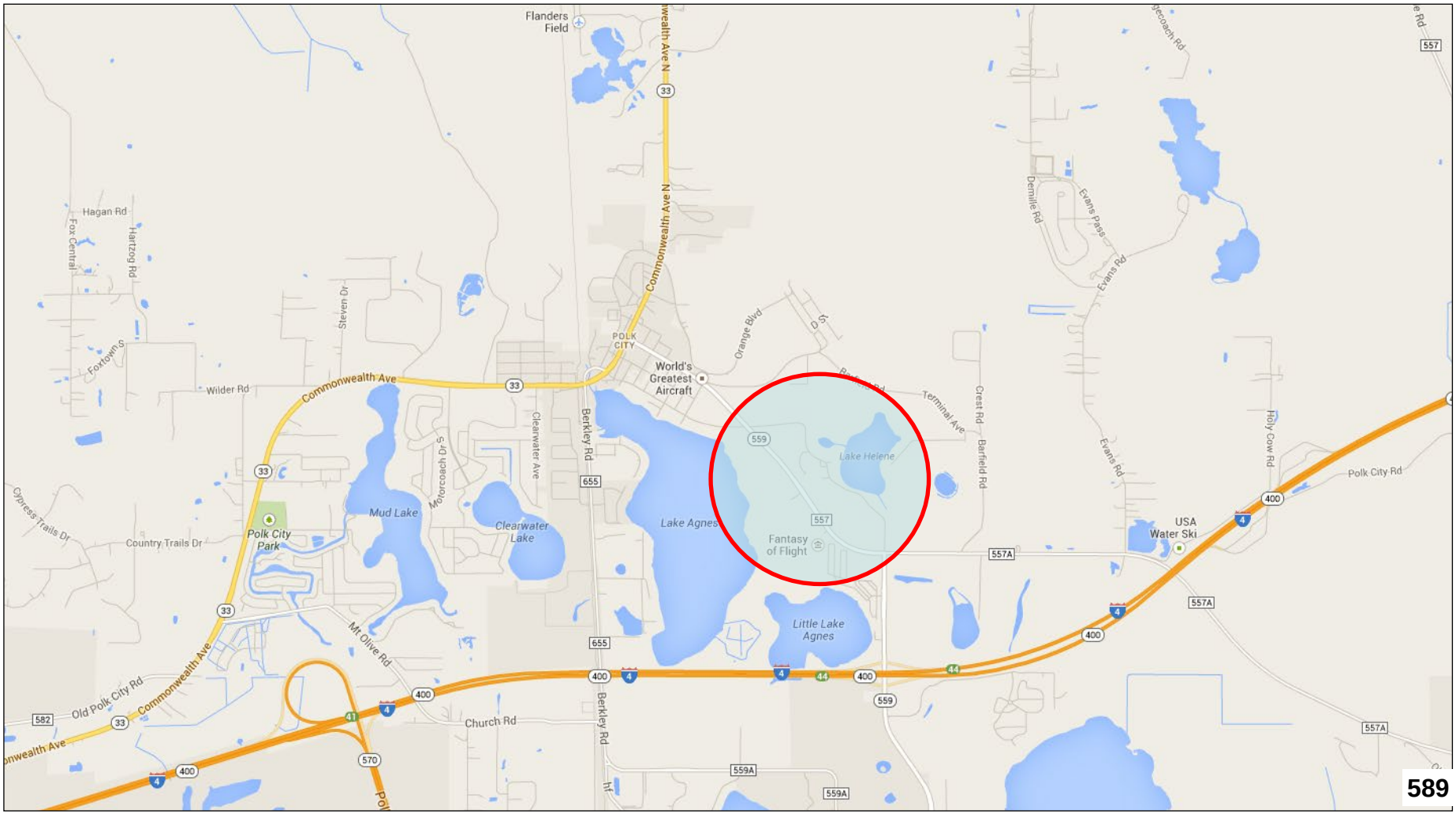
N

N.T.S.

Camp Gilead Dr (Polk City Area)

Request for Traffic Calming Devices

Vicinity Map

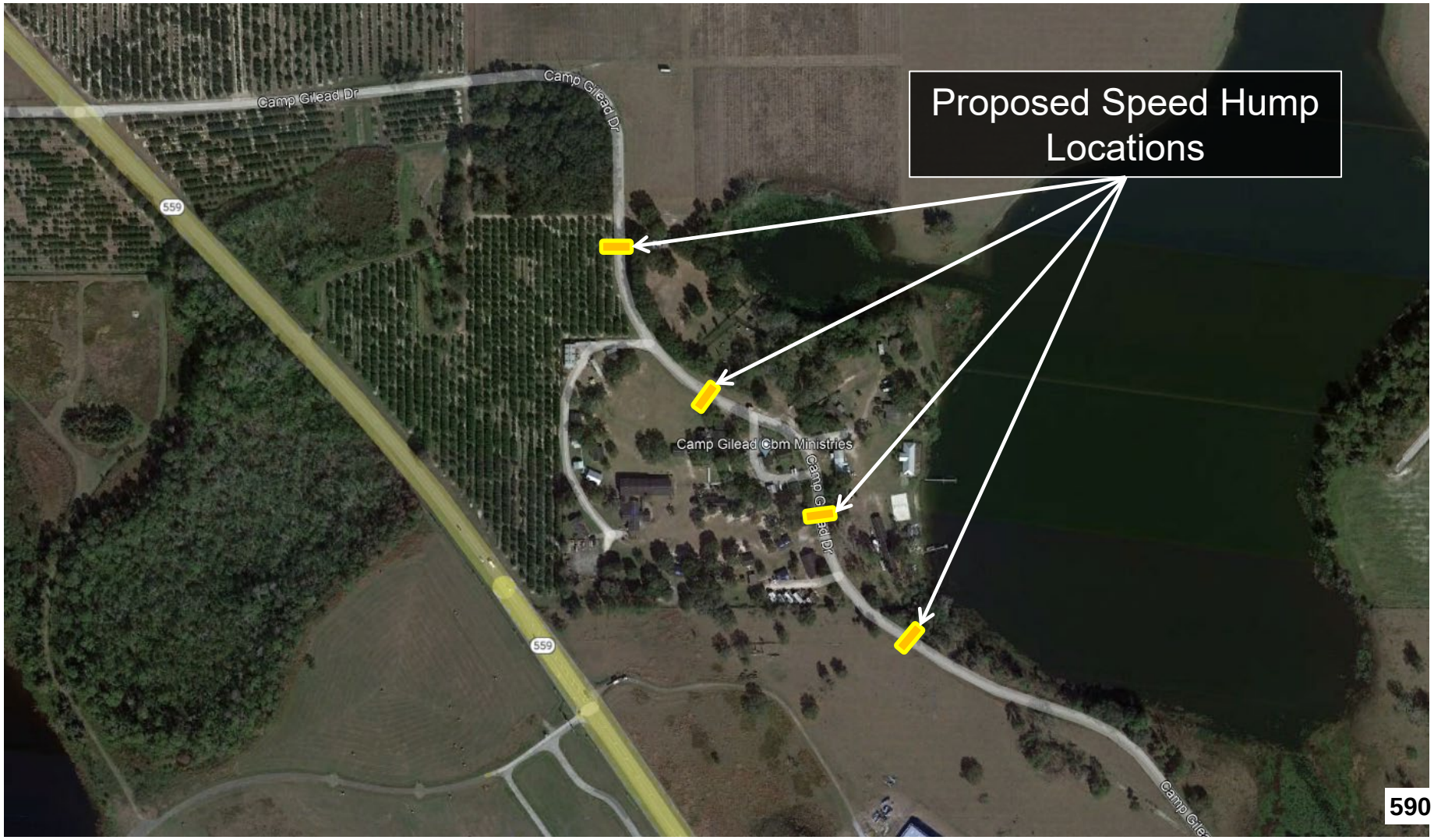


N

N.T.S.

Camp Gilead Dr (Polk City Area)

Traffic Calming Plan



Agenda Item P.5. 2/6/2024

SUBJECT

Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Four Traffic Calming Devices (Speed Humps) on Rocky Point Road, Near Lake Wales. (estimated $20,000.00 one-time expense)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Rocky Point Road. Rocky Point Road is located in the Lake Wales area in S-5, T-20S, R-29E, and is classified as a Local Residential road.

Staff conducted traffic studies on Rocky Point Road, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

RECOMMENDATION

Request Board adopt the associated Resolution to allow for the installation of four traffic calming devices (speed humps) on Rocky Point Road. Cost for installation of the traffic calming devices is estimated at $20,000.00.

FISCAL IMPACT

Funds are budgeted in the FY 23/24 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

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

RESOLUTION NO.: _____

WHEREAS the Board of County Commissioners has a policy to allow for the placement of traffic calming devices upon certain qualifying roads, and

WHEREAS the Polk County Roads & Drainage Division was requested to install traffic calming devices on the following County-maintained Local Residential road:

Rocky Point Road (Road Number 980513); from Rocky Point Road (private) to Canal Road. Located in S-5, T-29S, R-28E, and

WHEREAS speed studies were performed in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that Rocky Point Road qualifies for traffic calming devices based on 85th Percentile speed and traffic volume, and

WHEREAS homeowners along Rocky Point Road were provided with ballot forms, and a sufficient number of said forms were either returned in support of the installation of traffic calming devices, or were not returned and counted as being in support of the installation of traffic calming devices, in accordance with Board policy requirements,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Rocky Point Road to have four traffic calming devices installed between Rocky Point Road (private) and Canal Road.

DATED this 6th day of February 2024.

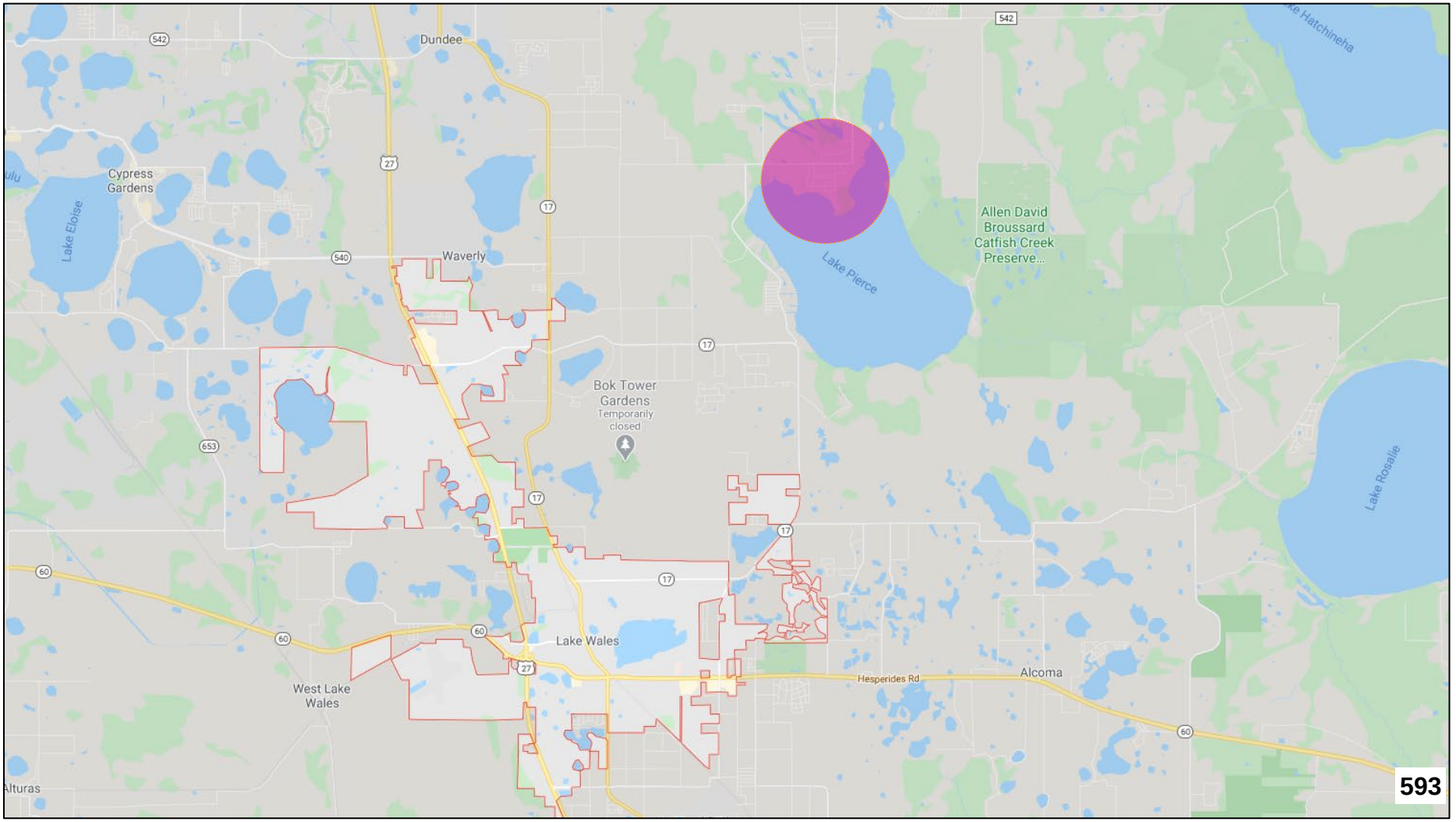
Rocky Point Rd (Lake Wales Area)

Request for Traffic Calming Devices

Vicinity Map

N

N.T.S.



N

N.T.S.

Rocky Point Rd (Lake Wales Area)

Traffic Calming Plan



Polk County

Board of County Commissioners

Agenda Item P.6. 2/6/2024

SUBJECT

Public Hearing to Consider Adoption of a Resolution to vacate a portion of platted, unopened, and unmaintained right-of-way (alley) as shown on the map of Haskell, Highland City, Florida. (No fiscal impact)

DESCRIPTION

The County has received a petition from JSK Consulting, as authorized agent for ADM Florida Properties LLC, to vacate a portion of platted, unopened, and unmaintained right-of-way (alley) lying southwesterly of Lots 1, 4, 5 and 8, and lying northeasterly of Lots 2, 3, 6 and 7, all within Block 6, Tier 3, as shown on the map of Haskell, recorded in Plat Book 1, Page 5A, Public Records of Polk County, Florida. The subject right-of-way lies in Section 14, Township 29 South, Range 24 East.

The map of Haskell, filed in 1886, depicts various rights-of-way, including alleys, throughout the plat. The petitioner owns all of the lots listed above which are bifurcated by the platted right-of-way (alley) and it has requested the vacation in order to accommodate its plans to develop the properties. Vacating the right-of-way (alley) will remove the public's interest in the subject area which will remove the bifurcation and allow the petitioner to more fully utilize its property for the planned development.

Frontier Communications, City of Lakeland Electric, City of Lakeland Water/Wastewater, Zayo Group and Charter Communications have no objections to the proposed vacation.

The Roads and Drainage Division, Office of Planning and Development, and Utilities Division have no objections to the proposed vacation.

RECOMMENDATION

Request Board adopt a resolution to vacate platted, unopened, and unmaintained right-of-way (alley) as shown on the map of Haskell and as fully more fully described in the legal description attached to the Petition and Resolution attached hereto.

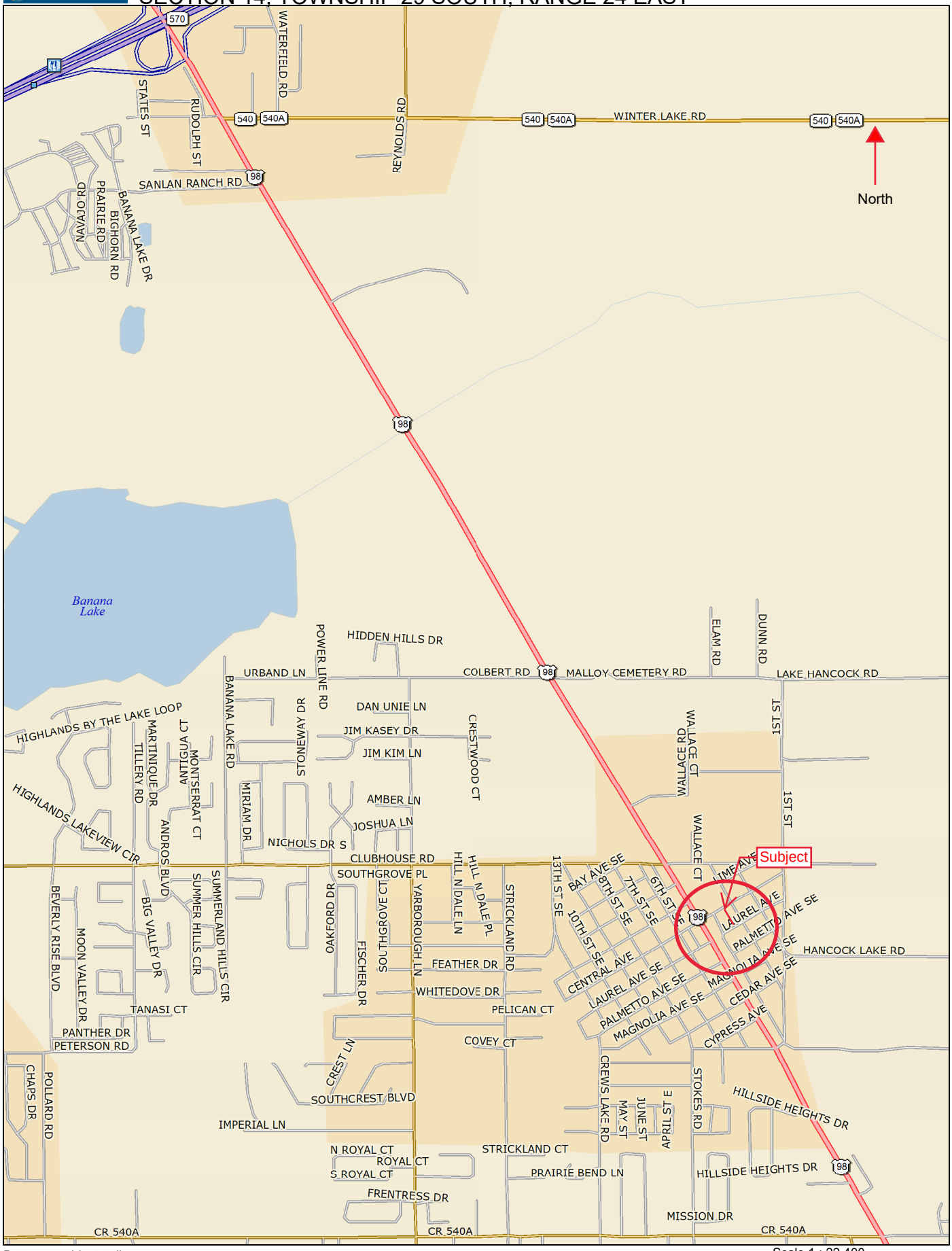
FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

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

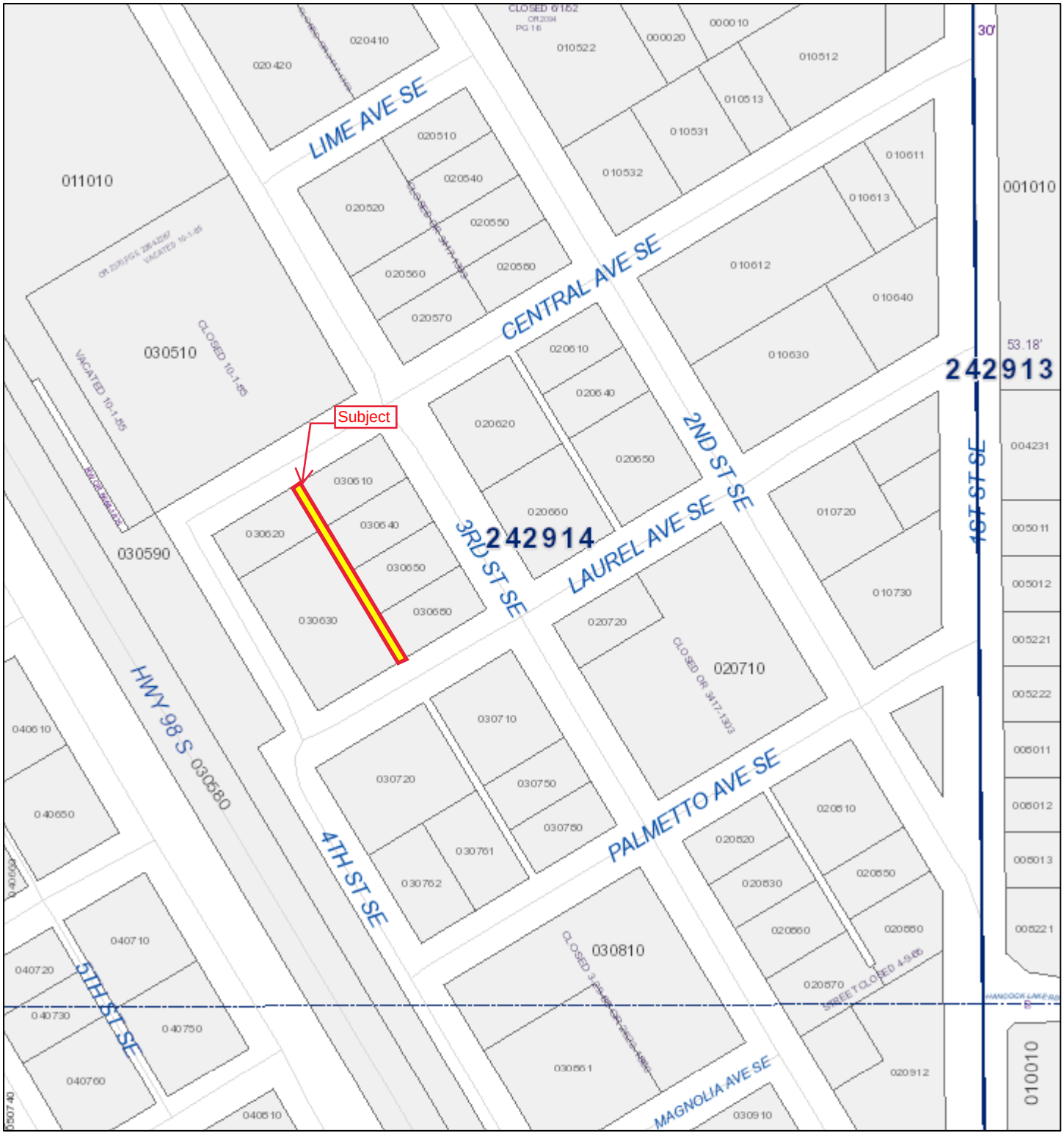
SECTION 14, TOWNSHIP 29 SOUTH, RANGE 24 EAST



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www.delorme.com

TN
MN (6.3°W)

Scale 1 : 22,400
1" = 1,866.7 ft
Data Zoom 13-2



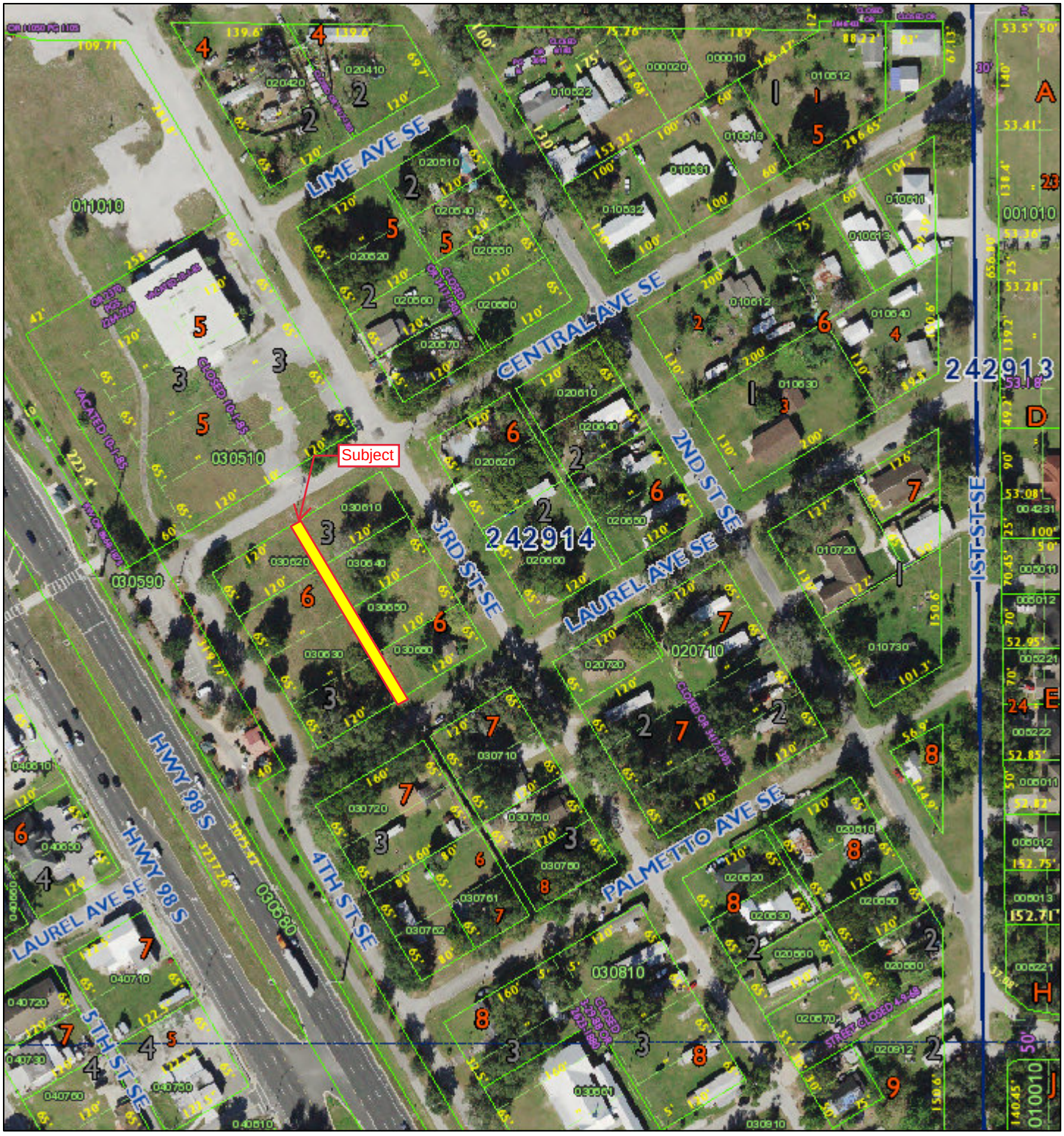
SECTION 14, TOWNSHIP 29 SOUTH, RANGE 24 EAST

0 70 140 280 Feet

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

Marsha M. Faux, CFA, ASA
Property Appraiser
Polk County, Florida

October 12, 2023



SECTION 14, TOWNSHIP 29 SOUTH, RANGE 24 EAST

0 70 140 280 Feet

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Marsha M. Faux, CFA, ASA
Property Appraiser
Polk County, Florida

October 12, 2023

N W E

PB 1-A

PG 5-A

AFFIDAVIT TO CLOSE RIGHT OF WAY OR.BK.3848 PGS.423 THRU 0426 FILED 5/30/97
PB.1 PG 5-A

RESOLUTION CLOSING ROAD
SEE OR.BK.3417 PG.1304
SEE PB.1 PG.5 A

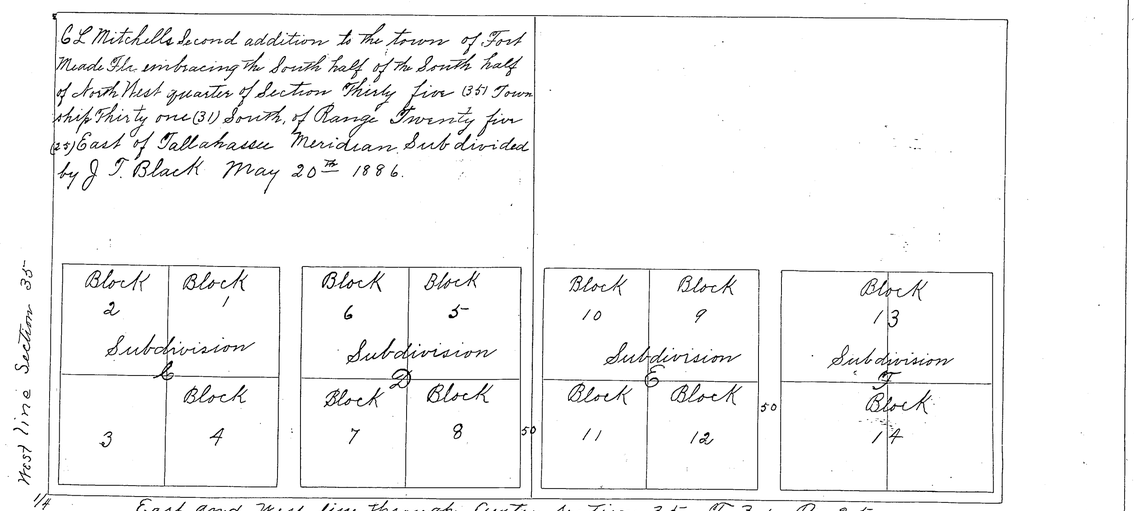
RESOLUTION CLOSING ROAD
Recorded in O. R. Bk. 2988
Page 2115 thru 2118
PB 1 PG. 5A

PLAT BOOK 1-4
PG 5A

HASKELL
POLK COUNTY FLA
Being the
NE¼ & E½ of NE¼ of NW¼
& E½ of SE¼ of NW¼
Section 14
Township 29 S.
Range 24 E
Scale 1" = 200
W. F. Sandlin
Engr
Filed June 12-1886
W. H. Johnson Clerk
Remapped & Verified
Feby-1914
W.H.B.



C L Mitchells Second addition to the town of Fort Meade Fla. embracing the South half of the South half of North West quarter of Section Thirty five (35) Township Thirty one (31) South, of Range Twenty five (25) East of Tallahassee Meridian. Subdivided by J. T. Black May 20th 1886.



Filed June 17-1886
W. H. Johnson Clk
Remapped & Verified
Feby-1914
W.H.B.

COUNTY OF POLK, FLORIDA
Application and Petition for Vacation and Abandonment of Streets, Alleys, and Rights-of-Way

Return to:
Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, FL 33831
or
515 E. Boulevard St.,
Bartow, FL 33830
(863) 534-2580

FOR OFFICE USE ONLY

Case/File No. _____ Date Received: _____
C/C Meeting: _____ Complete: _____

Please type or print clearly.

A. Property Owner(s): (Attach additional sheets if required)

Name: ADM Florida Properties LLC		Email: jim.swan@sss2020.com
Address: 300 Beach Dr NE APT 402		
City: St Petersburg	State: FL	Zip: 33701
Phone: 765-664-1478	Fax:	Cellular: 765 206 0050

Name:		Email:
Address:		
City:	State:	Zip:
Phone:	Fax:	Cellular:

B. Is there a pending "Contract for Sale"? ☒ Yes ☐ No
If yes, please list all parties involved in the sales contract:

C. Applicant or Authorized Agent: (If different from above)

Name: JSK Consulting - Lanieve Imig		Email: lanieve@jsk-consulting.com
Address: 5904 Hillside Heights Drive		
City: Lakeland	State: FL	Zip: 33812
Phone: 863-619-6131	Fax:	Cellular:

General Information

D. General Location of Property to be Vacated:

Property Location or Address:	3rd St SE, 5469 3rd St SE, 5473 3rd St SE, 4th St SE,
Parcel Number(s):	242914283000030610, 242914283000030640, 242914283000030650, 242914283000030680, 242914283000030630 and 242914283000030620.

Legal Description [1] (Attach additional sheets as necessary)

Attached

The subject property is located within a ☐ platted or ☐ unrecorded subdivision.
How was this right-of-way reserved? ☐ Plat ☐ Deed ☐ Other (describe): _____

(1) An exact legal description of the property to be vacated must be submitted. The County suggests the Applicant contact a Registered Land Surveyor to determine the exact legal description. The County reserves the right to require a survey of the subject property and/or a title opinion, if necessary. The Owner/Applicant is responsible for all costs associated therewith.

E. Are any other applications pending? ☐ Yes ☒ No (Check all that apply.)
☐ Variance ☐ Conditional Use ☐ Special Exception ☐ Other (describe): _____

F. **Reason for this Request – Check all that apply:** (Attach additional sheets as necessary)

☐ Code Violation. (Attach copy of letter citing violation.)
☐ Need to clear an existing encroachment. (Describe encroachment below.)
☒ Request to vacate to allow for construction of:
☐ Pool ☐ Screened Pool/Deck ☐ Building Addition (Describe below.) ☒ Other (Describe below)
☐ Other (Describe below).

Additional Comments:
Development of Properties

PETITION TO VACATE RIGHT-OF-WAY

TO: THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA

The undersigned Petitioner respectfully petitions the Board of County Commissioners of Polk County, Florida, and requests that the right-of-way described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

(NOTE: The term "Petitioner" shall refer to all Petitioners, whether singular or plural.)

be vacated, abandoned, discontinued, and closed, and that any rights of the County and the Public in and to the said right-of-way and any lands in connection therewith, be renounced and disclaimed by the Board of County Commissioners of Polk County, Florida. In support of this Petition, Petitioner respectfully affirms:

1. Petitioner is the owner and/or legal representative of the owner of all of the land abutting the above described right-of-way, which is the subject of this Petition; that said ownership has been fully divulged; and that the names of all parties to an existing contract for sale or any options are filed with this application.

2. Petitioner acknowledges and agrees that this vacation of right-of-way may require Petitioner to grant an easement for public utility purposes to Polk County or other legal entities over, under and across all or part of the property to be vacated and further agrees that if said easement is required, Petitioner shall convey said easement in compliance with this request prior to the actual Public Hearing. Further, Petitioner understands that if said easement is not granted, the Public Hearing may be continued or the Petition may be denied, at the discretion of the Board of County Commissioners.

3. The subject right-of-way is ☒ unopened right-of-way ☒ unmaintained right-of-way ☐ opened, maintained right-of-way (check all that apply). The closing of the right-of-way will not deprive the Petitioner the right of access to his/her/their property, nor will it deprive any other person(s) of access to his/her/their property.

4. The subject right-of-way is not a part of a state or federal highway and is not located within the corporate limits of any municipality.

5. Petitioner acknowledges that the act of vacating the subject right-of-way does not necessarily grant ownership rights in the property vacated to the abutting property owners and that decisions regarding the distribution of vacated property shall not be made by the Board of County Commissioners or any of its Departments, Divisions or employees. Upon vacation of the subject right-of-way, the Polk County Property Appraiser's Office will distribute the subject right-of-way in accordance with historical records and applicable Florida Statutes but further legal action may be required to fully clear title to the property. By granting the Petition to vacate right-of-way, the Board of County Commissioners is in no way certifying, declaring or guaranteeing legal title to the vacated right-of-way to the Petitioner or any other persons.

WHEREFORE, the undersigned Petitioner requests the Board of County Commissioners of Polk County, Florida, adopt a Resolution setting a time and place for a public hearing, and, after due notice thereof, adopt a Resolution vacating, abandoning, discontinuing and closing the right-of-way described, renouncing and disclaiming any rights of the County and the Public in and to the subject right-of-way and to any lands in connection therewith, in accordance with the provisions of Section 336.09 and Section 336.10 of the Florida Statutes.

DATED THIS 29 day of August, 20 23.

ADM Florida Properties LLC
Petitioner Name (Print)

300 Beach Dr. NE. 402
Address

Petitioner's Signature

St. Petersburg FL.
City/State/Zip

Phone (765)-206-0050

James W Swan
Petitioner Name (Print)

Address

Petitioner's Signature

City/State/Zip

Phone ( )

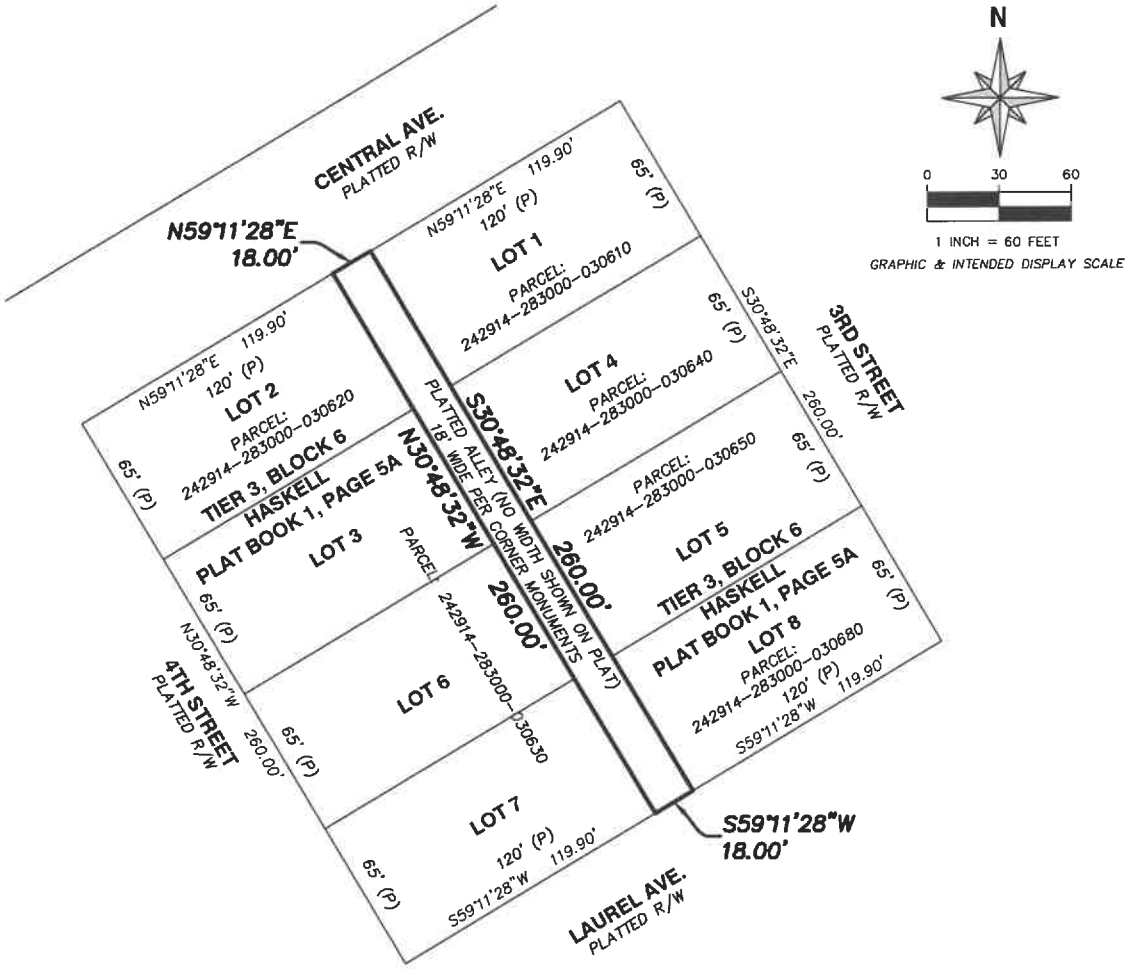
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence, this 29th day of August, 20 23 by _____, who ☒ is /are personally known to me or ☐ who has / have produced _____ as identification and who ☐ did / ☐ did not take an oath.

Michelle E. Weller
Notary Public
My Commission Expires: 8/23/2024
Commission No.:

MICHELLE E WELLER
Notary Public - State of Florida
Commission # HH 035087
My Comm. Expires Aug 23, 2024
Bonded through National Notary Assn.

Exhibit "A"



LEGAL DESCRIPTION:

All of that alley shown in Tier 3, Block 6 of the plat of Haskell as recorded in Plat Book 1, page 5A of the public records of Polk County, Florida, being bounded on the north by Central Avenue and on the south by Laurel Avenue.

SURVEYOR's NOTES:

1.) North and the bearings shown hereon are referenced to the bearing of N59°11'28"E along the North line of Tier 3, Block 6 of the plat of Haskell, recorded in Plat Book 1, page 5A as shown hereon.

2.) The legal description shown hereon was prepared by 30 South LLC. The boundaries shown hereon are taken from survey data prepared by Chastain & Skillman, dated 12/16/2020 and provided by JSK Consulting Engineers. THIS IS NOT A BOUNDARY SURVEY.

The overall parcel as described contains 4,680 square feet (0.11 acre).

3.) The lands described hereon are representative of the entire platted alley within Tier 3, Block 6 of the plat of Haskell with the intent of closing and vacating said alley.

4.) The parcel #'s shown hereon are taken from the Polk County Property Appraiser's map. The listed owner for all parcels at the date of this document is ADM Florida Properties, LLC.

LEGEND:

R/W	PLATTED R/W
(P)	PLAT DIMENSION

ERIC M. PRESNELL CERTIFICATE NO. 5568 STATE OF FLORIDA Registered Surveyor & Mapper

Eric M Presnell Digitally signed by Eric M Presnell Date: 2023.09.11 17:50:07 -04'00'

9/11/23

ERIC M. PRESNELL, P.S.M. FLORIDA REGISTRATION No. 5568 — 30 SOUTH, LLC. FLORIDA REGISTRATION No. LB 8474 — DATE

DESCRIPTION SKETCH

OF ALLEY TO BE VACATED IN THE PLAT OF HASKELL, LOCATED IN SECTION 14, TOWNSHIP 29 S, RANGE 24 E, POLK COUNTY, FL

30 SOUTH Surveying & Mapping

30 SOUTH, LLC.
425 SOUTH FIRST AVENUE
BARTOW, FLORIDA 33830
PHONE: (863)-800-3539
LICENSED BUSINESS No. LB 8474

Project No.:	222	No.	Date	Approved	REVISION
Horiz. Scale:	1"=60'	F.I.	9/11/23	EMP	First Issue
DWG. Name:	222-DESC				
Drawn By:	EMP				
Field Bk / Pg.:	N/A				
Drawing No.:	364	PLOTTED: Monday, September 11, 2023			

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR THE ELECTRONIC SIGNATURE AND COMPUTER GENERATED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

RESOLUTION NO. 2024-_____

VACATING AND CLOSING A PORTION OF PLATTED, UNOPENED, AND UNMAINTAINED RIGHT-OF-WAY (ALLEY) AS SHOWN ON THE MAP OF HASKELL, HIGHLAND CITY, POLK COUNTY, FLORIDA.

WHEREAS, the petition of ADM Florida Properties LLC, through their authorized representative JSK Consulting, requesting that the Board of County Commissioners of Polk County, Florida, vacate, abandon, discontinue and close a portion of platted, unopened, and unmaintained right-of-way as shown on the map of Haskell described as:

SEE ATTACHED EXHIBIT "A".

and renounce and disclaim any right of the County and the public in and to said right-of-way and the land in connection therewith, was duly presented to said Board at its regular meeting held on the 6th day of February, 2024; and

WHEREAS, notice of intention to apply to the Board of County Commissioners to close said right-of-way was duly published in The Ledger, Lakeland, Florida, a newspaper of general circulation in Polk County, Florida; and

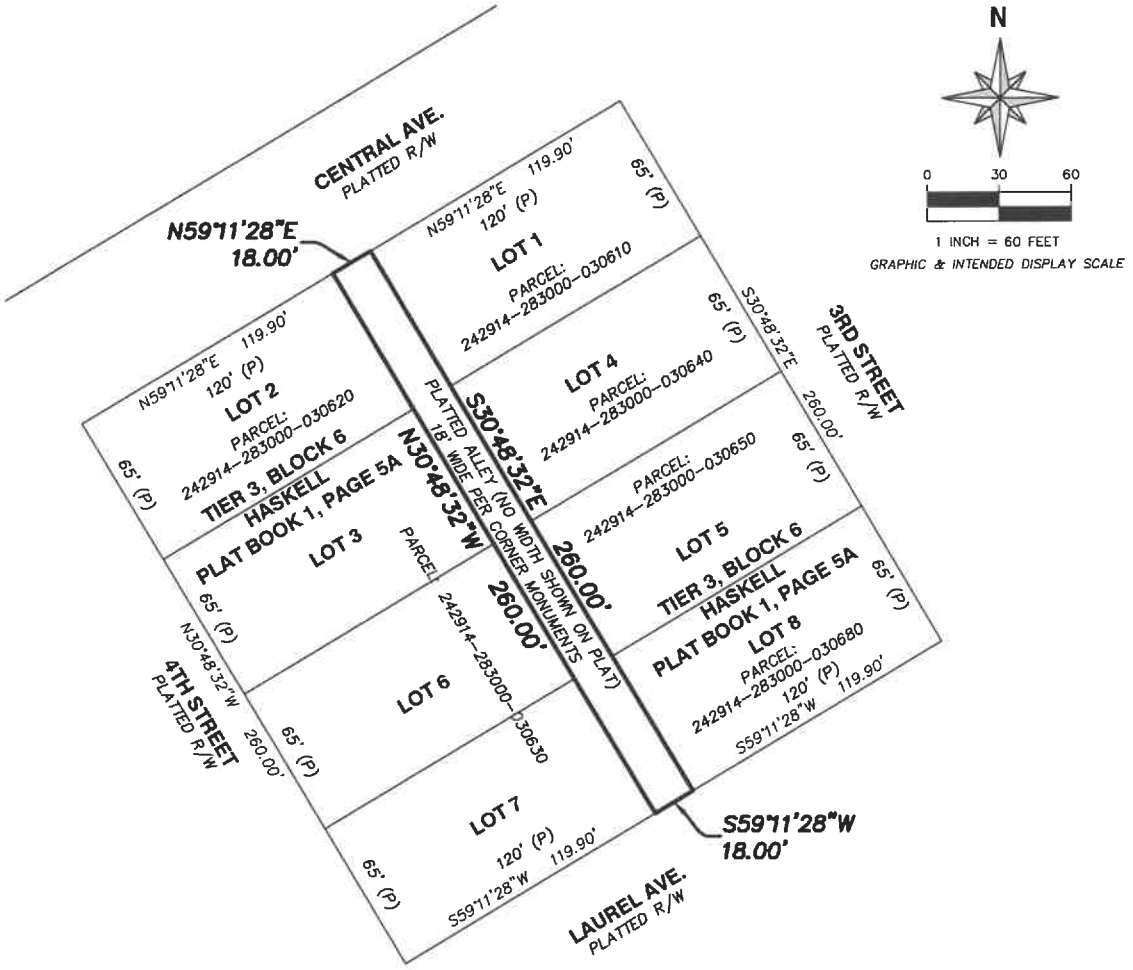
WHEREAS, a hearing has been held this 6th day of February, 2024, as provided in the above referred to notice, and after due weight, consideration and determination, it has been determined that the statutory requirements have been complied with and that the closing and abandoning of the right-of-way described above will not adversely affect the ownership of any person, it being conclusively shown and demonstrated that said right-of-way is no longer needed as right-of-way; and

WHEREAS, this action is found to be in the best interest of the public.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, that certain right-of-way described above be and is hereby vacated, abandoned, discontinued, and closed and all rights of the County and the public in and to said right-of-way and the land in connection therewith be and is hereby renounced.

ADOPTED this 6th day of February, 2024.

Exhibit "A"



LEGAL DESCRIPTION:

All of that alley shown in Tier 3, Block 6 of the plat of Haskell as recorded in Plat Book 1, page 5A of the public records of Polk County, Florida, being bounded on the north by Central Avenue and on the south by Laurel Avenue.

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The overall parcel as described contains 4,680 square feet (0.11 acre).

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4.) The parcel #'s shown hereon are taken from the Polk County Property Appraiser's map. The listed owner for all parcels at the date of this document is ADM Florida Properties, LLC.

LEGEND:

R/W	PLATTED R/W
(P)	PLAT DIMENSION

ERIC M. PRESNELL CERTIFICATE NO. 5568 STATE OF FLORIDA Registered Surveyor & Mapper

Eric M Presnell Digitally signed by Eric M Presnell Date: 2023.09.11 17:50:07 -04'00'

9/11/23

ERIC M. PRESNELL, P.S.M. FLORIDA REGISTRATION No. 5568 — 30 SOUTH, LLC. FLORIDA REGISTRATION No. LB 8474 — DATE

DESCRIPTION SKETCH

OF ALLEY TO BE VACATED IN THE PLAT OF HASKELL, LOCATED IN SECTION 14, TOWNSHIP 29 S, RANGE 24 E, POLK COUNTY, FL

30 SOUTH Surveying & Mapping

30 SOUTH, LLC.
425 SOUTH FIRST AVENUE
BARTOW, FLORIDA 33830
PHONE: (863)-800-3539
LICENSED BUSINESS No. LB 8474

		No.	Date	Approved	REVISION
Project No.:	222				
Horiz. Scale:	1"=60'	F.I.	9/11/23	EMP	First Issue
DWG. Name:	222-DESC				
Drawn By:	EMP				
Field Bk / Pg.:	N/A				
Drawing No.:	364	PLOTTED: Monday, September 11, 2023			

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR THE ELECTRONIC SIGNATURE AND COMPUTER GENERATED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Polk County

Board of County Commissioners

Agenda Item P.7. 2/6/2024

SUBJECT

Public Hearing to Consider Adoption of an Ordinance granting an Economic Development Ad Valorem Tax Exemption to an expanding business, Publix Super Markets, Inc., and approval of a Performance Agreement with the company.

DESCRIPTION

The Board is asked to consider adoption of an ordinance, the title of which is:

AN ORDINANCE OF POLK COUNTY, FLORIDA, ESTABLISHING AN EXEMPTION FROM CERTAIN AD VALOREM TAXATION FOR PUBLIX SUPER MARKETS, INC., AN EXPANSION OF AN EXISTING BUSINESS; PROVIDING FINDINGS OF FACT; PROVIDING A TITLE; PROVIDING THE TOTAL AMOUNT OF REVENUE AVAILABLE TO THE COUNTY FROM AD VALOREM TAX SOURCES FOR THE CURRENT FISCAL YEAR, THE TOTAL AMOUNT OF REVENUE LOST TO THE COUNTY FOR THE CURRENT FISCAL YEAR BY VIRTUE OF ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS CURRENTLY IN EFFECT, AND THE ESTIMATED REVENUE LOSS TO THE COUNTY FOR THE CURRENT FISCAL YEAR ATTRIBUTABLE TO THE EXEMPTION FOR PUBLIX SUPER MARKETS, INC.; PROVIDING FOR THE GRANT OF AN EXEMPTION FOR 6 YEARS AT 40 PERCENT; PROVIDING FOR A FINDING THAT THE COMPANY MEETS THE REQUIREMENTS OF SECTION 196.012 (15), FLORIDA STATUTES, (EXPANSION OF AN EXISTING BUSINESS); PROVIDING FOR CONTINUING PERFORMANCE; PROVIDING FOR APPLICABILITY; PROVIDING FOR REVIEW; PROVIDING FOR EXPIRATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Pursuant to Polk County Ordinance 2022-069, the County received an application for an Economic Development Ad Valorem Tax Exemption from an existing business, Publix Super Markets, Inc., seeking to expand its operations in Polk County. Along with that application was a letter of recommendation from the Lakeland Economic Development Council and the Central Florida Development Council and other required documentation showing that the company intends to add at least 10 new full-time jobs in Polk County paying an average wage of at least 115% of the County's 2023 average annual wage. The Company also intends to invest more than $28 million in the construction and addition of two new manufacturing lines, along with the purchase of related

equipment, within their existing facility located at 3620 New Tampa Highway in Lakeland.

The application was sent to the Property Appraiser for review, and the Property Appraiser has submitted her report dated December 19, 2023. As required by statute and the ordinance, a performance agreement is required to ensure that the company fulfills all of its obligations. Based on the Board's adopted policy guidelines for economic development ad valorem tax exemptions, the Company qualifies for a 40% exemption for 6 years.

RECOMMENDATION

(1) Approve and adopt the Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc.; and (2) approve and execute the Ad Valorem Tax Exemption Performance Agreement between the County and the company.

FISCAL IMPACT

Based on the Property Appraiser's Report, it is estimated that $68,133 in ad valorem taxes will be lost each year of the six-year exemption period (2026 through 2031) if the exemption is approved. The County would recognize new ad valorem tax revenue of $102,199 during that time, representing the remaining 60% of value. Additionally, annual new tax revenues gained for the School Board, MSTU's and SWFMD are estimated to be $137,790, $20,923, and $5,205, respectively.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6437

ORDINANCE NO. 24 -___

AN ORDINANCE OF POLK COUNTY, FLORIDA, ESTABLISHING AN EXEMPTION FROM CERTAIN AD VALOREM TAXATION FOR PUBLIX SUPER MARKETS, INC., AN EXPANSION OF AN EXISTING BUSINESS; PROVIDING FINDINGS OF FACT; PROVIDING A TITLE; PROVIDING THE TOTAL AMOUNT OF REVENUE AVAILABLE TO THE COUNTY FROM AD VALOREM TAX SOURCES FOR THE CURRENT FISCAL YEAR, THE TOTAL AMOUNT OF REVENUE LOST TO THE COUNTY FOR THE CURRENT FISCAL YEAR BY VIRTUE OF ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS CURRENTLY IN EFFECT, AND THE ESTIMATED REVENUE LOSS TO THE COUNTY FOR THE CURRENT FISCAL YEAR ATTRIBUTABLE TO THE EXEMPTION FOR PUBLIX SUPER MARKETS, INC.; PROVIDING FOR THE GRANT OF AN EXEMPTION FOR 6 YEARS AT 40 PERCENT; PROVIDING FOR A FINDING THAT THE COMPANY MEETS THE REQUIREMENTS OF SECTION 196.012 (15), FLORIDA STATUTES, (EXPANSION OF AN EXISTING BUSINESS); PROVIDING FOR CONTINUING PERFORMANCE; PROVIDING FOR APPLICABILITY; PROVIDING FOR REVIEW; PROVIDING FOR EXPIRATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

ARTICLE I: FINDINGS OF FACT

1. Article VII, Section 3, of the Florida Constitution and Florida Statutes, Section 196.1995 authorize Polk County (the "County") to grant Economic Development Ad Valorem Tax Exemptions to New Businesses and Expansions of Existing Businesses, as defined in Florida Statutes, Section 196.012(14) and (15), subject to voter approval. On November 3, 2020, electors in Polk County approved a referendum authorizing such exemptions, and on October 4, 2022, the Board of County Commissioners (the "Board") adopted a master ordinance, Ordinance 2022-069 (the "Master Ordinance") authorizing the granting of such exemptions.

2. The Master Ordinance sets forth the guidelines, process and procedures for implementing the Economic Development Ad Valorem Tax Exemption program.

3. Pursuant to the Master Ordinance, Publix Super Markets, Inc., a Florida corporation (the "Company") submitted an application to the County requesting an ad

valorem tax exemption for 40% of the assessed value of qualifying improvements to real property and qualifying tangible personal property specified in its application for a period of eight (6) years commencing with Tax Year 2026 (the "Application"). The Application is incorporated herein by reference and a copy of said Application shall be retained by the Program Administrator for at least the duration of the Exemption Period (hereinafter defined).

4. In the Application, the Company stated the following:

a. The name and proposed location of the expansion of an existing business is Publix Super Markets, Inc., to be located on certain real property located at 3620 New Tampa Highway, Lakeland, Florida, 33803, Parcel ID No.: 23-28-21-090500-000201 (such location being referred to hereinafter as the "Facility").

b. The Company will create at least 10 new full-time jobs in Polk County paying an average annual wage equal to or in excess of 115% of the 2023 average annual wage for Polk County which is $55,574.

c. The Company will invest, or cause to be invested on behalf of the Company, no less than Twenty Five Million Dollars ($25,000,000) in real property improvements and the purchase of equipment and other tangible personal property for use at the Facility.

d. The Company's operations at the Facility will consist of two new manufacturing lines.

e. The Company is committed to local procurement and the use of local vendors where practicable in support thereof.

f. The Company is committed to environmental sustainability and will apply green technologies to the extent feasible and where practicable.

g. Pursuant to the Master Ordinance and Section 196.1995, Florida Statutes, the Polk County Property Appraiser completed its review of the Application and submitted its report to the County, dated December 19, 2023 (the "Property Appraiser's Report"). The Property Appraiser's Report, which is attached hereto as Exhibit "A" and made a part hereof, included the following:

i. The total revenue available to the County for the current fiscal year from ad valorem tax sources is $399,156,075.

ii. The total revenue lost to the County for the current fiscal year by virtue of exemptions previously granted under this section is $4,655,536.

iii. The estimate of the revenue which would be lost to the County during the current fiscal year if the exemption applied for was granted is $68,133.

iv. The estimate of the taxable value lost to the County if the exemption applied for was granted is $2,519,139 for improvements to real property and $7,672,411 for tangible personal property.

v. A determination that the proposed project as described in the Application meets the definition of an Expansion of an Existing Business as defined in Section 196.012(15), Florida Statutes has been made.

5. The Application meets all statutory and Master Ordinance requirements.

ARTICLE II: TITLE

This Ordinance shall be known as Polk County Ordinance 2024-____, the "Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (Project Rise)"

ARTICLE III: GRANT OF EXEMPTION

1. After consideration of the Application and the Property Appraiser's Report, the Board finds that the Company qualifies as an Expansion of an Existing Business, as defined in Section 196.012(15), Florida Statutes, and that granting an Economic Development Ad Valorem Tax Exemption to the Company to encourage its expansion in Polk County will promote economic sustainability within the County through the creation of jobs and utilization of local resources. The Board hereby grants to the Company and establishes on behalf of the Company an Economic Development Ad Valorem Tax Exemption of forty percent (40%) of the assessed value of the qualifying real property improvements and tangible personal property as set forth in the Application, acquired by the Company after the adoption of this Ordinance to facilitate the expansion of the existing business in Polk County (the "Publix Exemption").

2. The Publix Exemption shall be for a period of six (6) tax years (the "Exemption Period") commencing with Tax Year 2026 through Tax Year 2031.

3. The Publix Exemption is conditioned upon the Company entering into an "Ad Valorem Tax Exemption Business Maintenance and Continued Performance Agreement" (the "Performance Agreement") with the County stating that it shall remain in compliance with this Ordinance and the Master Ordinance throughout the Exemption Period as well as with the terms of the Performance Agreement. Should the Company fail to comply with the terms of this Ordinance, the Master Ordinance, or the Performance Agreement, the Board may, in its discretion, revoke the Publix Exemption and recover any taxes exempted during the Exemption Period pursuant to the procedures set out in the Master Ordinance and as described in the Performance Agreement.

4. The Company agrees to abide by the terms and conditions set forth in this Ordinance and the Master Ordinance, as amended from time to time, as well as the guidelines, policies and procedures enacted by the Board from time to time related to the Economic Development Ad Valorem Tax Exemption program. Failure to do so may result in revocation of the Publix Exemption and the County's recovery of any taxes exempted during the Exemption Period as set forth in the Performance Agreement.

ARTICLE IV: APPLICABILITY

The County ad valorem tax exemption granted herein applies only to countywide ad valorem taxes levied by Polk County on the qualifying improvements to real property and qualifying tangible property specified in the Application. The exemption does not apply to taxes levied by a municipality, school district, MSTU's, water management district or other special taxing district or to taxes levied for the payment of bonds or taxes authorized by a vote of the electors pursuant to Section 9 (b) or 12, Article VII of the Florida Constitution. No exemption shall be granted on the land on which improvements are made by the Company.

ARTICLE V: REVIEW

The decision of the Board, in its sole discretion, to not grant an exemption shall not be reviewable by the Value Adjustment Board pursuant to Chapter 194, Florida Statutes.

ARTICLE VI: EXPIRATION DATE

The exemption granted herein shall automatically expire on December 31, 2031, and shall no longer be in force or effect thereafter.

ARTICLE VII: EFFECTIVE DATE

A certified copy of this Ordinance shall be filed with the Department of State within ten (10) days after enactment, and this Ordinance shall take effect immediately upon such filing. The exemption granted herein shall take effect commencing with Tax Year 2026.

ARTICLE VIII: SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provisions or applications. To this end, the provisions of this Ordinance are declared severable.

DULY ADOPTED in regular session, this 6th day of February, 2024.

BOARD OF COUNTY COMMISSIONERS
OF POLK COUNTY, FLORIDA

BY:_____

W.C. Braswell, Chair

ATTEST:

_____
Clerk

(SEAL)

Exhibit "A"

Property Appraiser's Report

[ATTACHED HERETO]

Print Form

ECONOMIC DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION

Chapter 196.1995, Florida Statutes

DR-418
R. 12/99

To be filed with the Board of County Commissioners, the governing boards of the municipality, or both, no later than March 1 of the year the exemption is desired to take effect.

1 Business name: Publix Super Markets, Inc.	Mailing address: 3300 Publix Corporate Parkway, Lakeland, FL 33811
2 Please give name and telephone number of owner or person in charge of this business. Name: Chris Mesa	Telephone number: 8636881188
3 Exact Location (Legal Description and Street Address) of Property for which this return is filed: 3620 New Tampa Hwy, Lakeland, FL 33803 23-28-21-000500-000201	4 Date you began, or will begin, business at this facility: 1972
5 Description of the improvements to real property for which this exemption is requested: This expansion will only include manufacturing production lines. No additional sq/ft being added. ($7.4M)	Date of commencement of construction of improvements: 09/2024

6 Description of the tangible personal property for which this exemption is requested and date when property was, or is to be purchased

Class or Item	Age	Date of Purchase	Original Cost	Taxpayer's Estimate of Cond*	Taxpayer's Estimate of Fair Market Rent	APPRAISER'S USE ONLY Cond*	APPRAISER'S USE ONLY
Manufacturing Equipment		09/2025	$ 20,600,000	good	$		$
Computer Equipment		09/2025	$ 125,000	good	$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$ 20,725,000	good	$		$

See Spreadsheet

Average value of inventory on hand:

*Condition: good, avg (average), or poor

Any additional personal property not listed above for which an exemption is claimed must be returned on form DR-405 (Tangible Personal Property Tax Return) and a copy attached to this form.

7 Do you desire exemption as a ☐ new business or ☒ expansion of an existing business

8 Describe type or nature of your business: Bakery manufacturing

9 Trade levels (check as many as apply): ☐ Retail ☐ Wholesale ☑ Manufacturing ☐ Professional ☐ Service ☐ Office ☐ Other, specify:

10 Number of full-time employees to be employed in Florida

If an expansion of an existing business: Net increase in employment 10 · 1.97 · % Increase in productive output resulting from this expansion TBD %

11 Sales factor for the facility requesting exemption:

Total sales in Florida from this facility-one (1) location only 179,176,650 · divided by Total sales everywhere from this facility-one (1) location only 179,176,650 = 100 %

12 For office space owned and used by a corporation newly domiciled in Florida: Date of incorporation in Florida N/A; Number of full-time employees at this location 508

I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality, or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his declaration is based on all information of which he has any knowledge.)

Date 12/07/2023	Signature, preparer: Paul Pomier
Signature, taxpayer: Chris Mesa	Preparer's address: 1936 George Jenkins Blvd, Lakeland, Fl 33815
Title: VP & Controller	Preparer's telephone number: 8636881188

Property Appraiser's Use Only

I	Total revenue available to the county or municipality for the current fiscal year from ad valorem tax sources Final 2023	$ 399,156,675
II	Revenue lost to the county or municipality for the current fiscal year by virtue of exemptions previously granted under this section	$ 41,655,536
III	Estimate of the revenue which would be lost to the county or municipality during the current fiscal year if the exemption applied for were granted and the property for which the exemption is requested would otherwise have been subject to taxation	$ 68,133
IV	Estimate of the taxable value lost to the county or municipality if the exemption applied for was granted: Improvements to real property $ 2,519,139 Personal property $ 7,672,411	
V	I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a ☐ new business ☒ expansion of an existing business ☐ neither	
VI	Last year for which exemption may be applied 2031 (Start date 2026)	

Application to be filed not later than March 1

12/19/2023 Date — Signature, Property Appraiser: Karen B Prue — 12/19/2023

Signed for Marsha Faux

Publix Supermarkets, Inc. Project Rise
Parcel ID# 23-28-21-090500-000201

Dept	Property Description	2024 Original Cost	% Good	Value 1st Yr Depr	2023 County Millage Rate	Total Taxes	Ad Valorem Abatement %	Revenue Lost	Value Lost	BOCC Tax Dollars Gained	MSTU's/Stormwt 0.8212	School Board 5.4080	SWFWMD 0.2043
	Tangible Personal Property:												
510	Cookie - Mixing equipment, sugar silo, process controls, dehumidifier, and installation	4,205,177	94%	3,952,866	6.6852	$ 26,425.70	40.00%	$ 10,570.28	1,581,147	$ 15,855.42	$ 3,246.09	$ 21,377.10	$ 807.57
510	Cookie - Cutting and forming equipment and installation	760,000	94%	714,400	6.6852	$ 4,775.91	40.00%	$ 1,910.36	285,760	$ 2,865.54	$ 586.67	$ 3,863.48	$ 145.95
918	Cookie - Freezer with skid and installation	2,400,000	92%	2,208,000	6.6852	$ 14,760.92	40.00%	$ 5,904.37	883,200	$ 8,856.55	$ 1,813.21	$ 11,940.86	$ 451.09
502	Cookie - Conveyor integration	1,730,000	92%	1,591,600	6.6852	$ 10,640.16	40.00%	$ 4,256.07	636,640	$ 6,384.10	$ 1,307.02	$ 8,607.37	$ 325.16
508	Cookie - Packing equipment relocation	410,000	91%	373,100	6.6852	$ 2,494.25	40.00%	$ 997.70	149,240	$ 1,496.55	$ 306.39	$ 2,017.72	$ 76.22
508	Cookie - Metal detector, case labeler and weigh scale	1,278,000	91%	1,162,980	6.6852	$ 7,774.75	40.00%	$ 3,109.90	465,192	$ 4,664.85	$ 955.04	$ 6,289.40	$ 237.60
510	Roll - Mixing equipment, flour receivers, blowers, tubing, valves, relocation and installation	1,365,000	94%	1,283,100	6.6852	$ 8,577.78	40.00%	$ 3,431.11	513,240	$ 5,146.67	$ 1,053.68	$ 6,939.00	$ 262.14
510	Roll - Cutting and forming equipment and installation	2,350,000	94%	2,209,000	6.6852	$ 14,767.61	40.00%	$ 5,907.04	883,600	$ 8,860.56	$ 1,814.03	$ 11,946.27	$ 451.30
918	Roll - Freezer with skid and installation	2,575,000	92%	2,369,000	6.6852	$ 15,837.24	40.00%	$ 6,334.90	947,600	$ 9,502.34	$ 1,945.42	$ 12,811.55	$ 483.99
502	Roll - Conveyor integration	1,075,000	92%	989,000	6.6852	$ 6,611.66	40.00%	$ 2,644.67	395,600	$ 3,967.00	$ 812.17	$ 5,348.51	$ 202.05
508	Roll - Metal detector, case labeler and weigh scale	1,153,000	91%	1,049,230	6.6852	$ 7,014.31	40.00%	$ 2,805.72	419,692	$ 4,208.59	$ 861.63	$ 5,674.24	$ 214.36
509	Robotic palletizing	1,300,000	90%	1,170,000	6.6852	$ 7,821.68	40.00%	$ 3,128.67	468,000	$ 4,693.01	$ 960.80	$ 6,327.36	$ 239.03
219	IT costs including cabling, network engineering and installation costs	125,000	87%	108,750	6.6852	$ 727.02	40.00%	$ 290.81	43,500	$ 436.21	$ 89.31	$ 588.12	$ 22.22
	Total Tangible Personal Property	$ 20,726,177		$ 19,181,026		$ 128,229		$ 51,292	$ 7,672,411	$ 76,937	$ 15,751	$ 103,731	$ 3,919
	REAL PROPERTY IMPROVEMENTS:	$ 7,409,223	85%	$ 6,297,840	6.6852	$ 42,102	40.00%	$ 16,841	$ 2,519,136	$ 25,261	$ 5,171.79	$ 34,058.72	$ 1,286.65
	Building construction, demolition, refrigeration and utilities												
	TOTAL ESTIMATE OF PROJECT	$ 28,135,400		$ 25,478,866		$ 170,331		$ 68,133	$ 10,191,546	$ 102,199	$ 20,923	$ 137,790	$ 5,205

Completed by Karen Price for Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
12/19/2023

AD VALOREM TAX EXEMPTION PERFORMANCE AGREEMENT BETWEEN POLK COUNTY AND

PUBLIX SUPER MARKETS, INC.

(PROJECT RISE)

THIS AGREEMENT is entered into as of the Effective Date (as defined in Section 11), by and between Polk County, a political subdivision of the State of Florida (the "County") and Publix Super Markets, Inc., a Florida corporation (the "Company").

WITNESSETH

WHEREAS, Article VII, Section 3, of the Florida Constitution and Section 196.1995, Florida Statutes, authorize the County to grant Economic Development Ad Valorem Tax Exemptions to New Businesses and Expansions of Existing Businesses, as defined in Florida Statutes, Section 196.012(14) and (15), subject to voter approval. On November 3, 2020, Polk County electors approved a referendum authorizing such exemptions, and on October 4, 2022, the Board of County Commissioners (the "Board") adopted a master ordinance, Ordinance 2022-069 (the "Ordinance") authorizing the granting of such exemptions; and

WHEREAS, the Ordinance sets forth guidelines and procedures for implementing the Economic Development Ad Valorem Tax Exemption Program (the "Program"); and

WHEREAS, pursuant to the Ordinance, the Company submitted an application (the "Application") requesting an exemption under the Program based on estimated employment figures and capital investments (the "Exemption"), and the County approved the Exemption on February 6, 2024 by adoption of Ordinance 2024- _____ (the "Exemption Ordinance"); and

WHEREAS, as a condition of the Exemption being granted, the Company is required to enter into an agreement with the County to ensure that the business satisfies all requirements associated with the creation of jobs in the County, the fulfillment of other representations made in applying for the Exemption, and the granting of the Exemption by the County.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, hereby acknowledged by the parties, the Company and the County agree as follows:

1. **Incorporation.** The recitals set forth above are incorporated herein in their entirety.

2. **Business Maintenance and Continuing Performance Conditions Requirement.** Pursuant to representations made by the Company in the Application, and in consideration of the County granting the Exemption, the Company agrees to:

a. invest, or cause to be invested on behalf of the Company, by the end of the second (2nd) year of the Exemption Period (hereinafter defined), at least Twenty-Five Million Dollars ($25,000,000) in real property improvements and the purchase of equipment to facilitate the addition of two new manufacturing lines at the existing facility (the "Facility") located at 3620 New Tampa Highway, Lakeland, Florida, 33803, Parcel ID No.: 23-28-21-090500-000201; and

b. create, by the end of the third (3rd) year of the Exemption Period, at least ten (10) new full time jobs in Polk County, paying an average annual wage equal to or in excess of 115% of the 2023 average annual wage for Polk County which is $55,574; and

c. use commercially reasonable efforts to hire employees living in Polk County, Florida and to use local suppliers for its goods and services where practicable; and

d. apply green technologies to the extent feasible and where practicable.

3. Annual Filings. Pursuant to Florida Statutes, Section 196.1995, the Ordinance, and the Exemption Ordinance, the Company shall:

a. Inform the County in writing within ten (10) days as to any changes in ownership of the Company which have the cumulative effect of altering more than fifty (50%) of the ownership of the Company;

b. Before March 1 of the year in which the Exemption will first take effect, submit (or cause to be submitted) an amended DOR Form 418 to the Program Administrator. Additionally, the Company shall submit (or cause to be submitted), before March 1 of each year of the Exemption Period, an amended DOR Form 418 to the County's Property Appraiser, as required by Section 196.011, Florida Statutes, for annual renewals of tax exemptions;

c. Submit an annual report and renewal statement (the "Annual Report"), the form of which will be provided by the County, to the Program Administrator on or before March 1 of each year of the Exemption Period, which shall be defined as six (6) tax years commencing with Tax Year 2026 through Tax Year 2031.

(1) The Annual Report shall certify either that (A) the information provided in the Application has not changed, or (B) in the event the information has changed, the Annual Report shall set forth the changes in detail and any supporting documentation that may be necessary.

(2) The Annual Report shall provide an update of the Company's compliance with the Business Maintenance and Continuing Performance Conditions set forth in Section 2 herein.

(3) Prior to submittal of the Annual Report, the Company shall allow the Program Administrator to conduct an on-site inspection of the Facility in conjunction with his/her annual review of the project; provided, however, that the Program Administrator shall provide 10 business days' advance written notice of any such inspection.

(4) The parties acknowledge and agree that nothing contained in this Agreement, including, without limitation, this Section 3, shall require the Company to provide the County with any confidential, personal or otherwise sensitive employee information, including, without limitation, employee social security numbers or salaries identified by individual names.

(5) The Company further agrees to cooperate with the County's auditor, or any outside agency providing auditor services on behalf of the County, and timely respond to and comply with any request for additional information, subject to the limits provided herein, in order to ensure compliance with the Program, the Ordinance, the Exemption Ordinance and this Agreement.

4. **Compliance with Ordinance Requirements.** The Company shall materially comply with all terms and conditions set forth in the Ordinance and the Exemption Ordinance, as they may be amended from time to time, as well as any policies, procedures and guidelines adopted by the County from time to time related to the Program; provided, however, that the County must provide prior written notice to the Company of any such policies and procedures, and the Company shall have the right to terminate this Agreement if the Company determines at its sole discretion that it cannot reasonably comply with any such policies and procedures without prejudice. The parties acknowledge and agree that if this Agreement is terminated pursuant to the immediately preceding sentence, the County shall have the right to revoke the Exemption Ordinance immediately without further notice to the Company.

5. **County Revocation.**

a. In the event the Company fails to satisfy the Business Maintenance and Continuing Performance Conditions set forth in Section 2 of this Agreement, or otherwise fails to comply with the terms of this

Agreement, the Ordinance, or the Exemption Ordinance, the County may adopt an ordinance revoking the Exemption or take such other action as it deems appropriate; provided, however, that the County will provide the Company with written notice of any such failure and permit the Company a reasonable period of time to cure any such failure (in no event less than 30 days) before any such failure will constitute grounds for termination of this Agreement. In the event of such revocation by the County, this Agreement shall automatically terminate and be of no further force or effect, except for those provisions herein which are specifically stated to survive termination.

b. Upon revocation, the County shall immediately notify the Property Appraiser.

c. If it is determined that for any year within the Exemption Period the Company was not entitled to receive the Exemption, the Company shall be subject to payment of all taxes exempted for such year as a result of this Agreement and the Exemption Ordinance.

d. This Section 5 shall survive expiration or any earlier termination of this Agreement.

6. **Assignment Estoppel.** The rights and privileges granted to the Company pursuant to the Ordinance, the Exemption Ordinance and this Agreement are not assignable or transferable in any manner without the prior written consent of the County; provided however, that notwithstanding anything herein contained to the contrary, the Company may assign or transfer all or any portion of its interest in this Agreement to an Affiliate of the Company without the County's consent. An "Affiliate" shall mean any entity controlling the Company, controlled by the Company or under common control with the Company.

7. **Controlling Law.** This Agreement is entered into pursuant to the laws of the State of Florida and shall be construed and enforced thereunder. In the

event of litigation for any alleged breach of this Agreement, exclusive jurisdiction and venue for such litigation shall be in the Circuit Court of the Tenth Judicial Circuit, in and for Polk County, Florida.

8. **Notice.** Any notices required under this Agreement shall be in writing and be addressed to the parties as shown below. Notices shall be delivered by certified or registered first class mail or by commercial courier service, and shall be deemed to have been given or made as of the date received.

AS TO THE COUNTY: County Manager

Administration Building

330 W. Church St.

Bartow, Florida 33830

WITH A COPY TO: AVTE Program Administrator

Budget and Management Services Division

Administration Building

330 W. Church St.

Bartow, Florida 33830

AS TO THE COMPANY: Publix Super Markets, Inc.

Attn: Chris Mesa

VP + Controller

1936 George Jenkins Blvd.

Lakeland, FL 33815

WITH A COPY TO: Paul Pomier

Publix Super Markets, Inc.

1936 George Jenkins Blvd.
Lakeland, FL 33815

9. **Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, and subject to the terms of this Section, the Company's failure to perform its obligations under this Agreement, other than with respect to the payment of money or the giving of any notice required hereunder, shall not be a default, and no disqualification shall occur as a result thereof, if any such failure or delay is due in whole or in part to acts of God; acts of public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strikes, lockouts or other labor or industrial disturbance (whether or not on the part of agents or employees of either party hereto engaged in renovation or construction at the Facility); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the Company, over the renovation or construction anticipated to occur thereon or over any uses thereof, or by delays in inspections or in issuing approvals by private parties or permits by governmental agencies not occasioned by the Company.

10. **Conflicting Laws; Severability.** If a conflicting law is enacted after the Effective Date, then the County and the Company shall meet and confer in good faith for a period of no less than thirty (30) and no more than ninety (90) days to seek to effectuate an amendment to this Agreement providing the County and the Company with the rights and remedies intended to be provided herein. Nothing herein shall preclude either the County or the

Company from challenging the validity of any conflicting laws. Each provision in this Agreement is severable. If any such provision is determined to be invalid or illegal, the validity and enforceability of the remainder of this Agreement shall be unaffected.

11. **Term; Effective date.** The term of this Agreement shall commence on the date of the last signatory hereto (the "Effective Date") and, unless sooner terminated, shall continue in force through the last day of the Exemption Period. In the event that the Company elects not to proceed with the expansion of the Facility and/or the purchase of qualifying tangible personal property as set forth in the Application, the Company shall notify the County in writing of such election, and upon receipt of such notice, this Agreement shall automatically terminate and be of no further force or effect, except for those provisions herein which are specifically stated to survive termination. In such event, the County may, without any further notice to the Company, adopt an ordinance revoking the Exemption, or take such other action as it deems appropriate, in accordance with Section 5a.

12. **Amendments.** Except as otherwise provided herein regarding termination, this Agreement shall not be modified or amended except by written instrument signed by all of the parties.

13. **Limitation of Liability**.

IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER 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, WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

14. Binding Effect and Effectiveness; Representations and Warranties.

a. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns, notwithstanding changes in corporate or other governance.

b. The Company represents and warrants to the County that as of the date hereof and throughout the term of this Agreement:

i. The Company is a for profit corporation, duly organized under the laws of the State of Florida, maintains a place of business within the State of Florida, and is validly existing and doing business in the State of Florida as Publix Super Markets, Inc.;

ii. The Company has the power and authority to own its properties and assets and to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement;

iii. This Agreement (a) is a lawful, valid and binding agreement of the Company in its corporate name enforceable against the Company in accordance with its terms; (b) does not violate any order of any court or other agency of government binding on the Company, the charter documents of the Company, or any provisions of any indenture, agreement or other instrument to which the Company is a party; and (c) does not conflict with, result in a breach of, of constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any material indenture, agreement or other instrument to which the Company, in its corporate name, is a party;

iv. The Company has not received written notice of any action having been filed against the Company that challenges the validity

of the Agreement or the Company's right and power to enter into and perform this Agreement; and

v. The signatory hereto has the authority to execute this Agreement and to bind the Company to the terms and conditions set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

POLK COUNTY, a political subdivision of the State of Florida

By: _____

W.C. Braswell, Chair
Board of County Commissioners

Date: _____

Approved as to form and legal sufficiency:

Sandra B. H 1/8/24
County Attorney's Office Date

WITNESSES:

Paul Pomier
(Print Name) Paul Pomier

(Print Name) Mark LeVine

Publix Super Markets, Inc., a Florida corporation

By: Chris Mesa
Name: Chris Mesa
Title: VP+Controller

Date: 1/3/24

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 3rd day of January, 2024, by Chris Mesa, as VP& Controller of Publix Super Markets, Inc., a Florida corporation, on behalf of the company. He/she is [✓] personally known to me or [ ] has produced _____ as identification.

Valeria M. Myrick
Notary Public

AFFIX SEAL

VALERIA W. MYRICK
Commission # HH 103488
Expires May 29, 2025
Bonded Thru Budget Notary Services

Polk County

Board of County Commissioners

Agenda Item P.8. 2/6/2024

SUBJECT

Public Hearing to Consider Adoption of an Ordinance granting an Economic Development Ad Valorem Tax Exemption to an expanding business, Novaphos Development, LLC, and approval of a Performance Agreement with the company.

DESCRIPTION

The Board is asked to consider adoption of an ordinance, the title of which is:

> **AN ORDINANCE OF POLK COUNTY, FLORIDA, ESTABLISHING AN EXEMPTION FROM CERTAIN AD VALOREM TAXATION FOR NOVAPHOS DEVELOPMENT, LLC, AN EXPANSION OF AN EXISTING BUSINESS; PROVIDING FINDINGS OF FACT; PROVIDING A TITLE; PROVIDING THE TOTAL AMOUNT OF REVENUE AVAILABLE TO THE COUNTY FROM AD VALOREM TAX SOURCES FOR THE CURRENT FISCAL YEAR, THE TOTAL AMOUNT OF REVENUE LOST TO THE COUNTY FOR THE CURRENT FISCAL YEAR BY VIRTUE OF ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS CURRENTLY IN EFFECT, AND THE ESTIMATED REVENUE LOSS TO THE COUNTY FOR THE CURRENT FISCAL YEAR ATTRIBUTABLE TO THE EXEMPTION FOR NOVAPHOS DEVELOPMENT, LLC; PROVIDING FOR THE GRANT OF AN EXEMPTION FOR 6 YEARS AT 40 PERCENT; PROVIDING FOR A FINDING THAT THE COMPANY MEETS THE REQUIREMENTS OF SECTION 196.012 (15), FLORIDA STATUTES, (EXPANSION OF AN EXISTING BUSINESS); PROVIDING FOR CONTINUING PERFORMANCE; PROVIDING FOR APPLICABILITY; PROVIDING FOR REVIEW; PROVIDING FOR EXPIRATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Pursuant to Polk County Ordinance 2022-069, the County received an application for an Economic Development Ad Valorem Tax Exemption from an existing business, Novaphos Development, LLC, seeking to expand its operations in Polk County. Along with that application was a letter of recommendation from the the Central Florida Development Council and other required documentation showing that the company intends to add 28 (but shall add no less than 10) new full-time jobs in Polk County paying an average wage of at least 115% of the County's 2023 average annual wage. The Company also intends to invest $32 million in the construction of a 40,000 square foot commercial phosphoric acid manufacturing plant and processing facility, along with the purchase

of related equipment, located at or near 3220 State Road 630 West, Fort Meade.

The application was sent to the Property Appraiser for review, and the Property Appraiser has submitted her report dated December 22, 2023. As required by statute and the ordinance, a performance agreement is required to ensure that the company fulfills all of its obligations. Based on the Board's adopted policy guidelines for economic development ad valorem tax exemptions, the Company qualifies for a 40% exemption for 6 years.

RECOMMENDATION

(1) Approve and adopt the Economic Development Ad Valorem Tax Exemption for Novaphos Development, LLC; and (2) approve and execute the Ad Valorem Tax Exemption Performance Agreement between the County and the company.

FISCAL IMPACT

Based on the Property Appraiser's Report, it is estimated that $62,400 in ad valorem taxes will be lost each year of the six-year exemption period (2027 through 2032) if the exemption is approved. The County would recognize new ad valorem tax revenue of $93,599 during that time, representing the remaining 60% of value. Additionally, annual new tax revenues gained for the School Board, MSTU's and SWFMD are estimated to be $126,196, $19,163, and $4,767, respectively.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6437

ORDINANCE NO. 24 -___

AN ORDINANCE OF POLK COUNTY, FLORIDA, ESTABLISHING AN EXEMPTION FROM CERTAIN AD VALOREM TAXATION FOR NOVAPHOS DEVELOPMENT, LLC, AN EXPANSION OF AN EXISTING BUSINESS; PROVIDING FINDINGS OF FACT; PROVIDING A TITLE; PROVIDING THE TOTAL AMOUNT OF REVENUE AVAILABLE TO THE COUNTY FROM AD VALOREM TAX SOURCES FOR THE CURRENT FISCAL YEAR, THE TOTAL AMOUNT OF REVENUE LOST TO THE COUNTY FOR THE CURRENT FISCAL YEAR BY VIRTUE OF ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS CURRENTLY IN EFFECT, AND THE ESTIMATED REVENUE LOSS TO THE COUNTY FOR THE CURRENT FISCAL YEAR ATTRIBUTABLE TO THE EXEMPTION FOR NOVAPHOS DEVELOPMENT, LLC; PROVIDING FOR THE GRANT OF AN EXEMPTION FOR 6 YEARS AT 40 PERCENT; PROVIDING FOR A FINDING THAT THE COMPANY MEETS THE REQUIREMENTS OF SECTION 196.012 (15), FLORIDA STATUTES, (EXPANSION OF AN EXISTING BUSINESS); PROVIDING FOR CONTINUING PERFORMANCE; PROVIDING FOR APPLICABILITY; PROVIDING FOR REVIEW; PROVIDING FOR EXPIRATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

ARTICLE I: FINDINGS OF FACT

1. Article VII, Section 3, of the Florida Constitution and Florida Statutes, Section 196.1995 authorize Polk County (the "County") to grant Economic Development Ad Valorem Tax Exemptions to New Businesses and Expansions of Existing Businesses, as defined in Florida Statutes, Section 196.012(14) and (15), subject to voter approval. On November 3, 2020, electors in Polk County approved a referendum authorizing such exemptions, and on October 4, 2022, the Board of County Commissioners (the "Board") adopted a master ordinance, Ordinance 2022-069 (the "Master Ordinance") authorizing the granting of such exemptions.

2. The Master Ordinance sets forth the guidelines, process and procedures for implementing the Economic Development Ad Valorem Tax Exemption program.

3. Pursuant to the Master Ordinance, Novaphos Development, LLC, a Florida limited liability company (the "Company") submitted an application to the County

requesting an ad valorem tax exemption for 40% of the assessed value of qualifying improvements to real property and qualifying tangible personal property specified in its application for a period of eight (6) years commencing with Tax Year 2027 (the "Application"). The Application is incorporated herein by reference and a copy of said Application shall be retained by the Program Administrator for at least the duration of the Exemption Period (hereinafter defined).

4. In the Application, the Company stated the following:

a. The name and proposed location of the expansion of an existing business is Novaphos Development, LLC, to be located on certain real property located at 3220 State Road 630 West, Fort Meade, Florida, 33841, Parcel ID No.: 25-31-30-000000-022020, and 0 Highway 630, Fort Meade, Florida 33841, Parcel ID No.: 25-31-30-000000-021010 (such location being referred to hereinafter as the "Facility").

b. The Company will create at least 10 new full-time jobs in Polk County paying an average annual wage equal to or in excess of 115% of the 2023 average annual wage for Polk County which is $55,574.

c. The Company will invest, or cause to be invested on behalf of the Company, no less than Twenty Five Million Dollars ($25,000,000) in real property improvements and the purchase of equipment and other tangible personal property for use at the Facility.

d. The Company's operations at the Facility will consist of a commercial phosphoric acid manufacturing and processing plant.

e. The Company is committed to local procurement and the use of local vendors where practicable in support thereof.

f. The Company is committed to environmental sustainability and will apply green technologies to the extent feasible and where practicable.

g. Pursuant to the Master Ordinance and Section 196.1995, Florida Statutes, the Polk County Property Appraiser completed its review of the Application and submitted its report to the County, dated December 22, 2023 (the "Property Appraiser's Report"). The Property Appraiser's Report, which is attached hereto as Exhibit "A" and made a part hereof, included the following:

i. The total revenue available to the County for the current fiscal

year from ad valorem tax sources is $399,156,075.

ii. The total revenue lost to the County for the current fiscal year by virtue of exemptions previously granted under this section is $4,655,536.

iii. The estimate of the revenue which would be lost to the County during the current fiscal year if the exemption applied for was granted is $62,400.

iv. The estimate of the taxable value lost to the County if the exemption applied for was granted is $2,380,000 for improvements to real property and $6,954,000 for tangible personal property.

v. A determination that the proposed project as described in the Application meets the definition of an Expansion of an Existing Business as defined in Section 196.012(15), Florida Statutes has been made.

5. The Application meets all statutory and Master Ordinance requirements.

ARTICLE II: TITLE

This Ordinance shall be known as Polk County Ordinance 2024-____, the "Economic Development Ad Valorem Tax Exemption for Novaphos Development, LLC."

ARTICLE III: GRANT OF EXEMPTION

1. After consideration of the Application and the Property Appraiser's Report, the Board finds that the Company qualifies as an Expansion of an Existing Business, as defined in Section 196.012(15), Florida Statutes, and that granting an Economic Development Ad Valorem Tax Exemption to the Company to encourage its expansion in Polk County will promote economic sustainability within the County through the creation of jobs and utilization of local resources. The Board hereby grants to the Company and establishes on behalf of the Company an Economic Development Ad Valorem Tax Exemption of forty percent (40%) of the assessed value of the qualifying real property improvements and tangible personal property as set forth in the Application, acquired by the Company after the adoption of this Ordinance to facilitate the expansion of the existing business in Polk County (the Novaphos Exemption").

2. The Novaphos Exemption shall be for a period of six (6) tax years (the "Exemption Period") commencing with Tax Year 2027 through Tax Year 2032.

3. The Novaphos Exemption is conditioned upon the Company entering into an "Ad Valorem Tax Exemption Business Maintenance and Continued Performance Agreement" (the "Performance Agreement") with the County stating that it shall remain in compliance with this Ordinance and the Master Ordinance throughout the Exemption Period as well as with the terms of the Performance Agreement. Should the Company fail to comply with the terms of this Ordinance, the Master Ordinance, or the Performance Agreement, the Board may, in its discretion, revoke the Novaphos Exemption and recover any taxes exempted during the Exemption Period pursuant to the procedures set out in the Master Ordinance and as described in the Performance Agreement.

4. The Company agrees to abide by the terms and conditions set forth in this Ordinance and the Master Ordinance, as amended from time to time, as well as the guidelines, policies and procedures enacted by the Board from time to time related to the Economic Development Ad Valorem Tax Exemption program. Failure to do so may result in revocation of the Novaphos Exemption and the County's recovery of any taxes exempted during the Exemption Period as set forth in the Performance Agreement.

ARTICLE IV: APPLICABILITY

The County ad valorem tax exemption granted herein applies only to countywide ad valorem taxes levied by Polk County on the qualifying improvements to real property and qualifying tangible property specified in the Application. The exemption does not apply to taxes levied by a municipality, school district, MSTU's, water management district or other special taxing district or to taxes levied for the payment of bonds or taxes authorized by a vote of the electors pursuant to Section 9 (b) or 12, Article VII of the Florida Constitution. No exemption shall be granted on the land on which improvements are made by the Company.

ARTICLE V: REVIEW

The decision of the Board, in its sole discretion, to not grant an exemption shall not be reviewable by the Value Adjustment Board pursuant to Chapter 194, Florida Statutes.

ARTICLE VI: EXPIRATION DATE

The exemption granted herein shall automatically expire on December 31, 2032, and shall no longer be in force or effect thereafter.

ARTICLE VII: EFFECTIVE DATE

A certified copy of this Ordinance shall be filed with the Department of State within ten (10) days after enactment, and this Ordinance shall take effect immediately upon such filing. The exemption granted herein shall take effect commencing with Tax Year 2027.

ARTICLE VIII: SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provisions or applications. To this end, the provisions of this Ordinance are declared severable.

DULY ADOPTED in regular session, this 6th day of February, 2024.

BOARD OF COUNTY COMMISSIONERS
OF POLK COUNTY, FLORIDA

BY:_____

W.C. Braswell, Chair

ATTEST:

_____
Clerk

(SEAL)

Exhibit "A"

Property Appraiser's Report

[ATTACHED HERETO]

Print Form

ECONOMIC DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION

Chapter 196.1995, Florida Statutes

DR-418
R. 12/99

To be filed with the Board of County Commissioners, the governing boards of the municipality, or both, no later than March 1 of the year the exemption is desired to take effect.

1	Business name: Novaphos Development LLC	Mailing address: 3220 State Road 630 West, Fort Meade, FL 33841
2	Please give name and telephone number of owner or person in charge of this business. Name: Tim Cotton	Telephone number: 6462861312
3	Exact Location (Legal Description and Street Address) of Property for which this return is filed: See addendum A.	4 Date you began, or will begin, business at this facility: 2011
5	Description of the improvements to real property for which this exemption is requested: See addendum A.	Date of commencement of construction of improvements: 12/24

6 Description of the tangible personal property for which this exemption is requested and date when property was, or is to be purchased

Class or Item	Age	Date of Purchase	Original Cost	Taxpayer's Estimate of Cond*	Taxpayer's Estimate of Fair Market Rent	APPRAISER'S USE ONLY Cond*	APPRAISER'S USE ONLY
See attached Addendum A			$		$ See Spreadsheet		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$

Average value of inventory on hand: *Condition: good, avg (average), or poor

Any additional personal property not listed above for which an exemption is claimed must be returned on form DR-405 (Tangible Personal Property Tax Return) and a copy attached to this form.

7 Do you desire exemption as a ☐ new business or ☒ expansion of an existing business

8 Describe type or nature of your business: See addendum A.

9 Trade levels (check as many as apply): ☐ Retail ☐ Wholesale ☑ Manufacturing ☐ Professional ☐ Service ☐ Office ☐ Other, specify:

10 Number of full-time employees to be employed in Florida: 38 total employees: 28 new and 10 existing

If an expansion of an existing business: Net increase in employment: 28 employees; 380 %; Increase in productive output resulting from this expansion: 20 tons/yr.; 100 %

11 Sales factor for the facility requesting exemption:

Total sales in Florida from this facility-one (1) location only: 100% ; divided by ; Total sales everywhere from this facility-one (1) location only: 0% ; = 100 %

12 For office space owned and used by a corporation newly domiciled in Florida: Date of incorporation in Florida: September 2010; Number of full-time employees at this location: 10 - currently

I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality, or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his declaration is based on all information of which he has any knowledge.)

Date: 20 Dec 2023	Signature, preparer:
Signature, taxpayer:	Preparer's address: 3220 State Road 630 West, Fort Meade, FL 33841
Title: CEO	Preparer's telephone number: 4078831245

Property Appraiser's Use Only

I	Total revenue available to the county or municipality for the current fiscal year from ad valorem tax sources: Final 2023	$ 399,156,075
II	Revenue lost to the county or municipality for the current fiscal year by virtue of exemptions previously granted under this section	$ 4,655,536
III	Estimate of the revenue which would be lost to the county or municipality during the current fiscal year if the exemption applied for were granted and the property for which the exemption is requested would otherwise have been subject to taxation	$ 62,400
IV	Estimate of the taxable value lost to the county or municipality if the exemption applied for was granted. Improvements to real property $ 2,380,000 Personal property $ 6,954,000	
V	I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a ☐ new business ☒ expansion of an existing business ☐ neither	
VI	Last year for which exemption may be applied: ~~2034~~ 2032	

Application to be filed not later than March 1

12/22/2023 Date

Karen B. Price for Marsha Faust 12/22/2023
Signature, Property Appraiser

Novaphos Development LLC - Project Bay
Parcel ID# 25-31-30-000000-022020 & 25-31-30-000000-021010

Property Description	2024 Original Cost	% Good	Value 1st Yr. Depr	2023 County Millage Rate	Total Taxes	Ad Valorem Abatement %	Revenue Lost	Value Lost	BOCC Tax Dollars Gained	MSTU's/Stormwt 0.8212	School Board 5.4080	SWFWMD 0.2043
Tangible Personal Property:												
Feed Material storage & handling eq.	$ 700,000	95%	665,000	6.6852	$ 4,445.66	0.40%	$ 1,778.26	266,000	$ 2,667.39	$ 546.10	$ 3,596.32	$ 135.86
Feed Material grinding, drying, and pelletizing eq.	$ 5,500,000	95%	5,225,000	6.6852	$ 34,930.17	0.40%	$ 13,972.07	2,090,000	$ 20,958.10	$ 4,290.77	$ 28,256.80	$ 1,067.47
Furnace	$ 2,900,000	95%	2,755,000	6.6852	$ 18,417.73	0.40%	$ 7,367.09	1,102,000	$ 11,050.64	$ 2,262.41	$ 14,899.04	$ 562.85
Acid plant equipment (Tanks, pumps, scrubber, etc.)	$ 6,000,000	95%	5,700,000	6.6852	$ 38,105.64	0.40%	$ 15,242.26	2,280,000	$ 22,863.38	$ 4,680.84	$ 30,825.60	$ 1,164.51
Cooler	$ 500,000	95%	475,000	6.6852	$ 3,175.47	0.40%	$ 1,270.19	190,000	$ 1,905.28	$ 390.07	$ 2,568.80	$ 97.04
Product grinding and handling eq.	$ 2,000,000	95%	1,900,000	6.6852	$ 12,701.88	0.40%	$ 5,080.75	760,000	$ 7,621.13	$ 1,560.28	$ 10,275.20	$ 388.17
Piping, electrical, civil, struct	$ 700,000	95%	665,000	6.6852	$ 4,445.66	0.40%	$ 1,778.26	266,000	$ 2,667.39	$ 546.10	$ 3,596.32	$ 135.86
Total Tangible Personal Property	**$ 18,300,000**		**$ 17,385,000**		**$ 116,222**		**$ 46,489**	**$ 6,954,000**	**$ 69,733**	**$ 14,277**	**$ 94,018**	**$ 3,552**
REAL PROPERTY IMPROVEMENTS:	**$ 7,000,000**	**85%**	**$ 5,950,000**	**6.6852**	**$ 39,777**	**0.40%**	**$ 15,911**	**$ 2,380,000**	**$ 23,866**	**$ 4,886**	**$ 32,178**	**$ 1,216**
TOTAL ESTIMATE OF PROJECT	**$ 25,300,000**		**$ 23,335,000**		**$ 155,999**		**$ 62,400**	**$ 9,334,000**	**$ 93,599**	**$ 19,163**	**$ 126,196**	**$ 4,767**

Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
12/22/2023

AD VALOREM TAX EXEMPTION PERFORMANCE AGREEMENT BETWEEN POLK COUNTY AND

NOVAPHOS DEVELOPMENT, LLC

(PROJECT BAY)

THIS AGREEMENT is entered into as of the Effective Date (as defined in Section 11), by and between Polk County, a political subdivision of the State of Florida (the "County") and Novaphos Development, LLC, a Florida limited liability company (the "Company").

WITNESSETH

WHEREAS, Article VII, Section 3, of the Florida Constitution and Section 196.1995, Florida Statutes, authorize the County to grant Economic Development Ad Valorem Tax Exemptions to New Businesses and Expansions of Existing Businesses, as defined in Florida Statutes, Section 196.012(14) and (15), subject to voter approval. On November 3, 2020, Polk County electors approved a referendum authorizing such exemptions, and on October 4, 2022, the Board of County Commissioners (the "Board") adopted a master ordinance, Ordinance 2022-069 (the "Ordinance") authorizing the granting of such exemptions; and

WHEREAS, the Ordinance sets forth guidelines and procedures for implementing the Economic Development Ad Valorem Tax Exemption Program (the "Program"); and

WHEREAS, pursuant to the Ordinance, the Company submitted an application (the "Application") requesting an exemption under the Program based on estimated employment figures and capital investments (the "Exemption"), and the County approved the Exemption on February 6, 2024 by adoption of Ordinance 2024-_____ (the "Exemption Ordinance"); and

WHEREAS, as a condition of the Exemption being granted, the Company is required to enter into an agreement with the County to ensure that the business satisfies all requirements associated with the creation of jobs in the County, the fulfillment of other

representations made in applying for the Exemption, and the granting of the Exemption by the County.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, hereby acknowledged by the parties, the Company and the County agree as follows:

1. **Incorporation.** The recitals set forth above are incorporated herein in their entirety.

2. **Business Maintenance and Continuing Performance Conditions Requirement.** Pursuant to representations made by the Company in the Application, and in consideration of the County granting the Exemption, the Company agrees to:

   a. invest, or cause to be invested on behalf of the Company, by the end of the second (2nd) year of the Exemption Period (hereinafter defined), at least Twenty-Five Million Dollars ($25,000,000) in real property improvements and the purchase of equipment to facilitate the construction and operation of a 40,000 square foot commercial phosphoric acid manufacturing plant and processing facility (the "Facility") located at 3220 State Road 630 West, and 0 Highway 630, both in Fort Meade, Florida, 33841, Parcel ID No.'s: 25-31-30-000000-022020 and 25-31-30-000000-021010; and

   b. create, by the end of the third (3rd) year of the Exemption Period, at least ten (10) new full time jobs in Polk County, paying an average annual wage equal to or in excess of 115% of the 2023 average annual wage for Polk County which is $55,574; and

   c. use commercially reasonable efforts to hire employees living in Polk County, Florida and to use local suppliers for its goods and services where practicable; and

   d. apply green technologies to the extent feasible and where practicable.

3. Annual Filings. Pursuant to Florida Statutes, Section 196.1995, the Ordinance, and the Exemption Ordinance, the Company shall:

a. Inform the County in writing within ten (10) days as to any changes in ownership of the Company which have the cumulative effect of altering more than fifty (50%) of the ownership of the Company;

b. Before March 1 of the year in which the Exemption will first take effect, submit (or cause to be submitted) an amended DOR Form 418 to the Program Administrator. Additionally, the Company shall submit (or cause to be submitted), before March 1 of each year of the Exemption Period, an amended DOR Form 418 to the County's Property Appraiser, as required by Section 196.011, Florida Statutes, for annual renewals of tax exemptions;

c. Submit an annual report and renewal statement (the "Annual Report"), the form of which will be provided by the County, to the Program Administrator on or before March 1 of each year of the Exemption Period, which shall be defined as six (6) tax years commencing with Tax Year 2027 through Tax Year 2032.

(1) The Annual Report shall certify either that (A) the information provided in the Application has not changed, or (B) in the event the information has changed, the Annual Report shall set forth the changes in detail and any supporting documentation that may be necessary.

(2) The Annual Report shall provide an update of the Company's compliance with the Business Maintenance and Continuing Performance Conditions set forth in Section 2 herein.

(3) Prior to submittal of the Annual Report, the Company shall allow the Program Administrator to conduct an on-site inspection of the Facility in conjunction with his/her annual review of the project; provided, however, that the Program

Administrator shall provide 10 business days' advance written notice of any such inspection.

(4) The parties acknowledge and agree that nothing contained in this Agreement, including, without limitation, this Section 3, shall require the Company to provide the County with any confidential, personal or otherwise sensitive employee information, including, without limitation, employee social security numbers or salaries identified by individual names.

(5) The Company further agrees to cooperate with the County's auditor, or any outside agency providing auditor services on behalf of the County, and timely respond to and comply with any request for additional information, subject to the limits provided herein, in order to ensure compliance with the Program, the Ordinance, the Exemption Ordinance and this Agreement.

4. Compliance with Ordinance Requirements. The Company shall materially comply with all terms and conditions set forth in the Ordinance and the Exemption Ordinance, as they may be amended from time to time, as well as any policies, procedures and guidelines adopted by the County from time to time related to the Program; provided, however, that the County must provide prior written notice to the Company of any such policies and procedures, and the Company shall have the right to terminate this Agreement if the Company determines at its sole discretion that it cannot reasonably comply with any such policies and procedures without prejudice. The parties acknowledge and agree that if this Agreement is terminated pursuant to the immediately preceding sentence, the County shall have the right to revoke the Exemption Ordinance immediately without further notice to the Company.

5. **County Revocation.**

a. In the event the Company fails to satisfy the Business Maintenance and Continuing Performance Conditions set forth in Section 2 of this Agreement, or otherwise fails to comply with the terms of this Agreement, the Ordinance, or the Exemption Ordinance, the County may adopt an ordinance revoking the Exemption or take such other action as it deems appropriate; provided, however, that the County will provide the Company with written notice of any such failure and permit the Company a reasonable period of time to cure any such failure (in no event less than 30 days) before any such failure will constitute grounds for termination of this Agreement. In the event of such revocation by the County, this Agreement shall automatically terminate and be of no further force or effect, except for those provisions herein which are specifically stated to survive termination.

b. Upon revocation, the County shall immediately notify the Property Appraiser.

c. If it is determined that for any year within the Exemption Period the Company was not entitled to receive the Exemption, the Company shall be subject to payment of all taxes exempted for such year as a result of this Agreement and the Exemption Ordinance.

d. This Section 5 shall survive expiration or any earlier termination of this Agreement.

6. **Assignment Estoppel.** The rights and privileges granted to the Company pursuant to the Ordinance, the Exemption Ordinance and this Agreement are not assignable or transferable in any manner without the prior written consent of the County; provided however, that notwithstanding anything herein contained to the contrary, the Company may assign or transfer all or any portion of its interest in this Agreement to an Affiliate of the Company without the County's consent. An "Affiliate"

shall mean any entity controlling the Company, controlled by the Company or under common control with the Company.

7. **Controlling Law.** This Agreement is entered into pursuant to the laws of the State of Florida and shall be construed and enforced thereunder. In the event of litigation for any alleged breach of this Agreement, exclusive jurisdiction and venue for such litigation shall be in the Circuit Court of the Tenth Judicial Circuit, in and for Polk County, Florida.

8. **Notice.** Any notices required under this Agreement shall be in writing and be addressed to the parties as shown below. Notices shall be delivered by certified or registered first class mail or by commercial courier service, and shall be deemed to have been given or made as of the date received.

AS TO THE COUNTY: County Manager

Administration Building

330 W. Church St.

Bartow, Florida 33830

WITH A COPY TO: AVTE Program Administrator

Budget and Management Services Division

Administration Building

330 W. Church St.

Bartow, Florida 33830

AS TO THE COMPANY: Novaphos Development, LLC

Attn: Mark Vignovic

3200 CR 630 West

Fort Meade, FL 33841

WITH A COPY TO: Charlie Ramos

3200 CR 630 West

Fort Meade, FL 33841

9. **Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, and subject to the terms of this Section, the Company's failure to perform its obligations under this Agreement, other than with respect to the payment of money or the giving of any notice required hereunder, shall not be a default, and no disqualification shall occur as a result thereof, if any such failure or delay is due in whole or in part to acts of God; acts of public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strikes, lockouts or other labor or industrial disturbance (whether or not on the part of agents or employees of either party hereto engaged in renovation or construction at the Facility); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the Company, over the renovation or construction anticipated to occur thereon or over any uses thereof, or by delays in inspections or in issuing approvals by private parties or permits by governmental agencies not occasioned by the Company.

10. **Conflicting Laws; Severability.** If a conflicting law is enacted after the Effective Date, then the County and the Company shall meet and confer in

good faith for a period of no less than thirty (30) and no more than ninety (90) days to seek to effectuate an amendment to this Agreement providing the County and the Company with the rights and remedies intended to be provided herein. Nothing herein shall preclude either the County or the Company from challenging the validity of any conflicting laws. Each provision in this Agreement is severable. If any such provision is determined to be invalid or illegal, the validity and enforceability of the remainder of this Agreement shall be unaffected.

11. **Term; Effective date.** The term of this Agreement shall commence on the date of the last signatory hereto (the "Effective Date") and, unless sooner terminated, shall continue in force through the last day of the Exemption Period. In the event that the Company elects not to proceed with the expansion of the Facility and/or the purchase of qualifying tangible personal property as set forth in the Application, the Company shall notify the County in writing of such election, and upon receipt of such notice, this Agreement shall automatically terminate and be of no further force or effect, except for those provisions herein which are specifically stated to survive termination. In such event, the County may, without any further notice to the Company, adopt an ordinance revoking the Exemption, or take such other action as it deems appropriate, in accordance with Section 5a.

12. **Amendments.** Except as otherwise provided herein regarding termination, this Agreement shall not be modified or amended except by written instrument signed by all of the parties.

13. **Limitation of Liability**.

IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER 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, WHETHER BASED IN CONTRACT, COMMON

LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

14. Binding Effect and Effectiveness; Representations and Warranties.

a. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns, notwithstanding changes in corporate or other governance.

b. The Company represents and warrants to the County that as of the date hereof and throughout the term of this Agreement:

i. The Company is a limited liability company, duly organized under the laws of the State of Florida, maintains a place of business within the State of Florida, and is validly existing and doing business in the State of Florida as Novaphos Development, LLC;

ii. The Company has the power and authority to own its properties and assets and to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement;

iii. This Agreement (a) is a lawful, valid and binding agreement of the Company in its corporate name enforceable against the Company in accordance with its terms; (b) does not violate any order of any court or other agency of government binding on the Company, the charter documents of the Company, or any provisions of any indenture, agreement or other instrument to which the Company is a party; and (c) does not conflict with, result in a breach of, of constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any material indenture, agreement or other instrument to which the Company, in its corporate name, is a party;

iv. The Company has not received written notice of any action having been filed against the Company that challenges the validity of the Agreement or the Company's right and power to enter into and perform this Agreement; and

v. The signatory hereto has the authority to execute this Agreement and to bind the Company to the terms and conditions set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

POLK COUNTY, a political subdivision of the State of Florida

By: _____

W.C. Braswell, Chair
Board of County Commissioners

Approved as to form and legal sufficiency:

Sandra B. Haaf 1/24/24
County Attorney's Office Date

Date: _____

WITNESSES:

MySeThompson
(Print Name) MY THOMPSON

(Print Name) Charlie Ramos

Novaphos Development, LLC, a Florida limited liability company

By: _____
Name: Evgeny Fedoseev
Title: COO

Date: 1/22/2024

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 22 day of January, 2024, by Evgeny Fedoseev, as Chief Operating Officer of Novaphos Development, LLC, a Florida limited liability company, on behalf of the company. He/she is [✓] personally known to me or [ ] has produced N/A as identification.

Mark Vignovic
Notary Public

AFFIX SEAL

Mark Vignovic
Comm.#HH047402
Expires: Sept. 28, 2024
Bonded Thru Aaron Notary

Polk County

Board of County Commissioners

Agenda Item P.9. 2/6/2024

SUBJECT

Economic Development Impact Fee Mitigation Agreement with Novaphos Development, LLC (estimated $10,206 impact fee revenue loss)

DESCRIPTION

Section 2.08 of Polk County's Impact Fee Ordinance (No. 19-056, as amended), along with Resolution 19-129, sets forth the County's Economic Development Impact Fee Mitigation Program, allowing certain Qualified Target Industry Businesses or Owners to mitigate any real or perceived disadvantage occurring from the imposition of Impact Fees.

Pursuant to the Ordinance, Novaphos Development, LLC, submitted an application to the County Manager requesting Impact Fee mitigation on the planned construction of a new facility to be located at or near 3220 State Road 630 West in Fort Meade. The company intends to add 28 new full-time jobs in Polk County paying an average wage of at least 115% of the County's average annual wage. The Company will make an anticipated $32 million capital investment in Polk County in real property improvements and equipment. The County Manager has reviewed the application and determined that the planned Capital Facilities Impact Construction meets the requirements for mitigation as set forth in the Ordinance.

Without mitigation, County impact fees in the estimated amount of $29,160 would be due on the approximately 40,000 square foot manufacturing and processing facility. The company qualifies for an impact fee mitigation amount of 35%, which equates to an estimated mitigation amount of $10,206.

Based on the above, the Project's total estimated impact fee amount due is $18,954. As required under the Ordinance, the company shall either provide an irrevocable letter of credit, or authorize the filing of a County lien on the property, for a period of seven years, to ensure payment of the mitigated Impact Fees in the event that the Capital Facilities Impact Construction no longer qualifies for the economic development Impact Fee mitigation at any time during the seven year period immediately following the issuance of a certificate of occupancy.

RECOMMENDATION

Approve the Economic Development Impact Fee Mitigation Agreement with Novaphos Development, LLC.

FISCAL IMPACT

Based on the planned square footage of the new construction and the County's 2023 impact fee rates, it is estimated that $10,206 of impact fee revenue will be lost if the mitigation is approved.

CONTACT INFORMATION

Sandra Howard, Deputy County Attorney

863-534-6437

This Instrument Prepared By:
Sandra B. Howard, Esq.
Polk County Attorney's Office
P.O. Box 9005, Drawer AT01
Bartow, Florida 33831-9005

AGREEMENT FOR ECONOMIC DEVEVELOPMENT

IMPACT FEE MITIGATION

THIS AGREEMENT ("Agreement") is made as of the Effective Date (hereinafter defined) by and between Novaphos Development, LLC, a Florida limited liability company, whose address is 3220 State Road 630 West, Fort Meade, Florida 33841 (the "COMPANY") and Polk County, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 (the "COUNTY").

WHEREAS, Section 2.08 of Polk County Ordinance 2019-056, as amended (the "Ordinance"), along with Resolution No. 19-129 (the "Resolution"), sets forth the guidelines, criteria and procedures for implementing the County's Economic Development Impact Fee Mitigation Program (the "Program") created for certain Qualified Target Industry Businesses or Owners to mitigate any real or perceived disadvantage occurring from the imposition of Impact Fees; and

WHEREAS, the COMPANY is the contract purchaser of certain real property, as further described in Section 2 below, upon which the COMPANY intends to construct or have constructed certain Capital Facilities Impact Construction; and

WHEREAS, pursuant to the Ordinance, the COMPANY submitted an application to the County Manager requesting Impact Fee mitigation on the Capital Facilities Impact Construction based on its qualification as a Qualified Target Industry Business and estimated employment figures, wages, benefits and/or capital investments, as applicable (the "Application"); and

WHEREAS, the County Manager has reviewed the Application and determined that the planned Capital Facilities Impact Construction meets the requirements for mitigation as set forth in the Ordinance; and

WHEREAS, as a condition of the Impact Fee mitigation being granted, the COMPANY is required to enter into an agreement with the COUNTY to ensure that the COMPANY satisfies all requirements associated with the creation of jobs in the County, the fulfillment of other representations made in applying for the Impact Fee mitigation, and the granting of the Impact Fee mitigation by the County in accordance with the Ordinance.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, hereby acknowledged by the parties, the COMPANY and the COUNTY hereby agree as follows:

1. **Recitals / Defined Terms**. The Recitals set forth above are true and correct and are fully incorporated into the body of this Agreement. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed in the Ordinance.

2. **Property**. The property currently under contract for purchase by the COMPANY upon which the Capital Facilities Impact Construction will be built has a physical address of 3220 State Road 630 West, Fort Meade, Florida, 33841, Parcel ID No.: 25-31-30-000000-022020; and 0 Highway 630, Fort Meade, Florida, 33841, Parcel ID No.: 25-31-30-000000-021010; and is legally described on "Exhibit A" attached hereto and incorporated herein by reference (the "Property").

3. **Project**. The Capital Facilities Impact Construction will consist of an approximately 40,000 square foot building with a designated Impact Fee Land Use Category of Industrial – Zone C. As provided in the Application (a copy of which is

attached hereto as Exhibit "B" and is fully incorporated herein by reference), the COMPANY intends to create 28 new full-time jobs in Polk County, paying an average annual wage equal to or in excess of 115% of the 2023 average annual wage for Polk County, which is $55,574, and providing health insurance and retirement benefits. As further stated in the Application, the COMPANY will make a capital investment in Polk County of $10,000,000.00 or greater in construction, renovations, equipment purchases, or other major capital investment items. The COMPANY represents and warrants that the information contained in the Application is true and correct and may be relied upon by the COUNTY as a material inducement for entering into this Agreement.

4. Impact Fee Mitigation. In accordance with the Ordinance, estimated Impact Fees in the amount of $29,160 (the "Impact Fee Amount") would be due and owing for the Capital Facilities Impact Construction prior to the issuance of a Certificate of Occupancy or Building Permit, as applicable. Based on the representations made by the COMPANY in the Application, as generally described in Section 3 above, and the mitigation guidelines set forth in the Ordinance and the Resolution, the Company qualifies for an Impact Fee mitigation equal to 35% of the Impact Fee Amount ($10,206), resulting in an estimated remaining impact fee amount due of $18,954. The parties hereto acknowledge and agree that the Impact Fee Amount set forth above is an estimate which may increase or decrease based on the final square footage of the Capital Facilities Impact Construction or other variables, and the Impact Fee mitigation amount shall nonetheless be 35% of the final calculated Impact Fees due at the time of payment.

5. Continuing Performance Obligations / Lien or Letter of Credit. In accordance with Section 2.08.G of the Ordinance, the COMPANY is required to maintain the Qualified Target Industry business within Polk County, including the qualifying jobs created and the capital investment in the County, as applicable, for a minimum of seven (7) years following the issuance of a Certificate of Occupancy for the Capital Facilities Impact Construction. Accordingly, to ensure payment of the mitigated Impact Fees in the event that the Capital Facilities Impact Construction no longer

qualifies for the economic development Impact Fee mitigation at any time during the seven (7) year period immediately following the issuance of a Certificate of Occupancy, the Company shall, within thirty (30) days of the Effective Date of this Agreement, either (i) post an irrevocable letter of credit payable by a financial institution with an office in Polk County, acceptable to the COUNTY, containing no conditions upon the obligation of the issuer for the payment of the principal amount and any interest due thereon ("Letter of Credit"); or (ii) execute the County's form Claim of Lien for Economic Development Impact Fee Mitigation ("Lien"), in substantially the same form as attached hereto as Exhibit "C" and incorporated herein, imposing a lien on the Property, in the amount of the mitigated Impact Fees for a period of seven (7) years. The COMPANY acknowledges and agrees that this Agreement is specifically conditioned upon either the COMPANY's execution of the Lien in recordable form, or the COMPANY's provision of the Letter of Credit, and the COMPANY's failure to provide or cause to be provided, as applicable, either the executed Lien or, alternatively, the Letter of Credit, within thirty (30) days of the Effective Date of this Agreement shall result in the automatic termination of this Agreement, with the parties having no further rights, obligations or duties hereunder.

6. Assignment Estoppel. The rights and privileges granted to the COMPANY pursuant to the Ordinance and this Agreement are not assignable or transferable in any manner without the prior written consent of the COUNTY; provided however, that notwithstanding anything herein contained to the contrary, the COMPANY may assign or transfer all or any portion of its interest in this Agreement to an Affiliate of the COMPANY without the COUNTY'S consent. An "Affiliate" shall mean any entity controlling the COMPANY, controlled by the COMPANY or under common control with the COMPANY.

7. Controlling Law. This Agreement is entered into pursuant to the laws of the State of Florida and shall be construed and enforced thereunder. In the event of litigation for any alleged breach of this Agreement, exclusive jurisdiction and venue for such litigation shall be in the Circuit Court of the Tenth Judicial Circuit, in and for Polk

County, Florida.

8. Amendments. Except as otherwise provided herein regarding termination, this Agreement shall not be modified or amended except by written instrument signed by all of the parties.

9. Effective Date. This Agreement shall become effective on the date of the last signatory hereto (the "Effective Date").

10. Public Records. In accordance with Section 2.08.G of the Ordinance, this Agreement, once fully executed, shall be recorded in the Public Records of Polk County, Florida. All recording costs shall be borne by the COMPANY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

POLK COUNTY, a political subdivision of the State of Florida

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

Date: _____

Approved as to form and legal sufficiency:

Sandra B. Haf 1/24/24
County Attorney's Office Date

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 2024, by W.C. Braswell, as Chairman of the Board of County Commissioners of Polk County, Florida, on behalf of the County. He is [ ] personally known to me or [ ] has produced _____ as identification.

AFFIX SEAL

_____
Notary Public

WITNESSES:

_____
(Print Name) Charlie Ramos

_____
(Print Name) MY THOMPSON

NOVAPHOS DEVELOPMENT, LLC,
a Florida limited liability company

By: _____
Name: Evgeny Fedoseev
Title: COO

Date: 1/25/2024

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 23rd day of January, 2024, by Evgeny Fedoseev, as COO of Novaphos Development, LLC, a Florida limited liability company, on behalf of the company. He/she is [ ] personally known to me or [ ] has produced _____ as identification.

AFFIX SEAL

Mark Vignovic
Notary Public

Mark Vignovic
Comm.#HH047402
Expires: Sept. 26, 2024
Bonded Thru Aaron Notary

EXHIBIT "A"

LEGAL DESCRIPTION

Property # 1 depicted in the application:
Parcel ID: 25-31-30-000000-022020
Address: 3220 State Road 630 West, Fort Meade, FL 33841

LEGAL DESCRIPTION:

(ACQUISITION FROM FL ELEMENTS)

A Tract of land located in the Southeast quarter of Section 30, Township 31 South, Range 25 East, Polk County, Florida, said tract being more particularly described as follows:

Commencing at the Southeast corner of Section 30; thence N 00°06'22" W on the East line of the Southeast quarter of Section 30, a distance of 41.86 feet to the North right of way of Highway 630; thence N 89°53'58" W, on said right of way, a distance of 9.91 feet; thence N 89°54'27" W, on said right of way, a distance of 933.59 feet to the Point of Beginning; thence continue N 89°54'27" W on said right of way a distance of 98.27 feet; thence S 00°05'33" W, on said right of way a distance of 5.00 feet; thence N 89°54'27" W, on said right of way, a distance of 300.03 feet; thence N 00°05'33" E, on said right of way, a distance of 5.00 feet; thence N89°54'27"W, on said right of way, a distance of 388.24 feet to the West line of the East 1730.00 feet of said Section 30; thence N00°06'18"W, on said west line, a distance of 651.51 feet to the North line of a 100.00 foot easement in favor of Florida Power Corporation; thence S89°51'36"E, on said North line, a distance of 787.74 feet; thence S00°00'00"E a distance of 650.85 feet to the Point of Beginning.

Property # 2 depicted in the application:
Parcel ID: 25-31-30-000000-021010
Address: 0 HWY 630, Fort Meade, FL 33841

LEGAL DESCRIPTION:

Parcel 1

A portion of Sections 29 and 30, Township 31 South, Range 25 East, Polk County, Florida, described as follows:

Commence at the Southeast corner of said Section 30; thence North 00°06'18" West along the East line of said Section 30 a distance of 41.86 feet to the North right of way line of County Road S-630; thence North 89°54'27" West along said North right of way line a distance of 9.91 feet to the Point of Beginning; thence West along said North right of way line for the following (5) five courses; (1) thence North 89°54'27" West a distance of 1031.86 feet; (2) thence South 00°05'33" West a distance of 5.00 feet; (3) thence North 89°54'27" West a distance of 300.00 feet; (4) thence North 00°05'33" East a distance of 5.00 feet; (5) thence North 89°54'27" West a distance of 388.24 feet to the West line of the East 1730.0 feet of said Section 30; thence North 00°06'18" West along said west line a distance of 1328.25 feet; thence South 87°15'00" East a distance of 417.79 feet; thence South 01°36'42" West a distance of 658.01 feet to the North line of a 100.00 foot easement in favor of Florida Power Corporation recorded in O.R. Book 923, page 408, public records of Polk County, Florida; thence South 89°51'36" East along said North line a distance of 1359.90 feet; thence South 01°08'09" East a distance of 53.40 feet; thence South 02°25'15" West a distance of 361.67 feet; thence South 05°20'00" West a distance of 236.19 feet to the Point of Beginning.

EXHIBIT "B"

APPLICATION

[TO BE ATTACHED HERETO]

Overview
Impact Fee Mitigation
Capital Facilities Impact Construction

Eligibility

Section I

To be eligible for an economic development Impact Fee mitigation, as described in Section 2.08 of the County's Impact Fee Ordinance (Ord. 19-056, as amended) and Resolution 2019-129, the Capital Facilities Impact Construction must qualify as a Qualified Target Industry Business and meet each of the following requirements:

1. Create a minimum of ten (10) new full time jobs paying an average annual wage of at least 115% of the Average Wage for Polk County (including overtime and bonus wages, but excluding benefits);
2. Provide a benefit package that includes health insurance and retirement;
3. Make a capital investment in Polk County of no less than ten million dollars ($10,000,000) in construction, renovations, equipment purchases, or other major capital investment items; and
4. Maintain the Qualified Target Industry Business within Polk County, including the jobs created at the target salary levels, for a minimum of seven (7) years.

An Owner of real property upon which Capital Facilities Impact Construction is to occur shall also be eligible for an economic development Impact Fee mitigation, so long as such facilities are leased for an initial term of no less than seven (7) years to a Qualified Target Industry Business that qualifies for an economic development Impact Fee mitigation under this Section II.

Section II

If the Capital Facilities Impact Construction meets the requirements provided above for mitigation, either the Qualified Target Industry Business or the Owner, but not both, shall be eligible to receive an economic development Impact Fee mitigation in the following amounts:

Minimum Number of jobs created	Average Wage (Based on County Average)	Mitigation % of Total Impact Fees
10	115%	25%
25	115%	35%
50	115%	50%
10	125%	35%
10	150%	50%

Specifications

7-year period of eligibility

Lien:

The Impact Fee Mitigation Agreement shall include provisions imposing a lien on the Capital Facilities Impact Construction in the amount of the Impact Fees mitigated for a period of seven (7) years. Such lien will have priority over all other liens.

or

Letter of Credit:

In lieu of lien and with permission of County Manager the applicant may post an irrevocable letter of credit payable by a financial institution, acceptable to the County to ensure payment of impact fees in the event the property no longer qualifies for the mitigation for a period of 7 years. Such letter shall be held in the original signed form by the County Attorney's office.

The amount of the Impact Fees shall not be increased to replace any revenue lost due to the ED Impact Fee Mitigation program.

Application Process

File standard application with County Manager or Budget and Management Services Division.

Submit a $2,241.00 administrative fee (per Resolution 2021-064) made payable to the Polk County Manager or Budget and Management Services Division.

Polk County Administration Building, 330 West Church Street, P.O. Box 9005, Drawer CA02, Bartow, FL 33831-9005, made payable to Polk County Board of County Commissioners prior to placement on Board agenda

Receipt of Impact Fee Mitigation

In order to receive a reduction of impact fees, the applicant **must** supply a copy of the approved impact fee mitigation agreement and applicable letter of credit or lien, to the associated building division. Documents should accompany permit application and plan submission.

Economic Development
Impact Fee Mitigation Application

POLK COUNTY

Contact Information	
Name of Business: Novaphos Development LLC	Business FEIN: 27-3709230
Must be a business unit or reporting unit of a business unit that is registered with or will be registered with the State of Florida for unemployment compensation purposes.	
Type of business corresponding to the most recently adopted State of Florida Qualified Target Industry list: Manufacturing	Contact Person: Tim Cotton
Phone Number: 646-286-1312	Email: tcotton@novaphos.com
Project Information	
Project Name: Project Bay	Type of Project: ☑ Expansion ☐ Relocation/location
Project Activity: ☑ New Construction ☐ Change of Use	Specify: ☐ Leasing ☑ Purchasing
Property Address: 3220 State Road 630 West, Fort Meade, FL 33841 &	Legal description of property: Parcel ID: 25-31-30-000000-022020 & 25-31-30-000000-021010
Name and address of property owner, if different from business owner: n/a	If the property owner differs from the applicant listed, please explain the relationship: n/a
Project Description: See Addendum B	List the anticipated size of new construction: 40,000 ft^2
Date by which all construction is anticipated to be completed: 12/26	List the anticipated value of improvements to be made on-site: $ $6,700,000
List the anticipated capital investment in equipment for the site: $ 25,300,000	
Project Employment	
Total number of net new jobs created by the project at the business unit that is to be located or expanded in Polk County: 28	Date by which the new jobs will be created (must be within one (1) year of issuance of Certificate of Occupancy): 12/2027
Is the project supplying: ☑ Lien ☐ Letter of Credit	Average Wage: $ 56,160/yr. ($27/hr.)
Proof of Qualification (To be completed by the County)	
Company has demonstrated that there is a real or perceived disadvantage occurring from the imposition of impact fees: ☒ yes ☐ no	Minimum 10 new jobs, 115% wage (excluding benefit cost, must provide proof of employee health insurance and retirement benefits): ☑ yes ☐ no
$10 million capital investment requirement: ☑ yes ☐ no	Average annual wage: 56,160
$2,241.00 payment received: ☒ yes ☐ no	
Impact Fee Land Use Category	
Estimated impact fee: **$18,954.00 (Industrial Category/Rate)**	
Qualifying Mitigation: ☐ 25% ☒ 35% ☐ 50%	Estimated mitigation amount: **$10,206.00**
Parcel ID #: **25-31-30-000000-022020**	Permit #: **TBD**

Economic Development
Impact Fee Mitigation Application

POLK COUNTY

Guidelines

- Polk County requires that job creation, wage and capital investment requirements are met, as set forth in Resolution No. 2019-129 within one (1) year of the date the certificate of occupancy is issued.

- The mitigation recipient must submit sufficient backup documentation to demonstrate compliance with capital investment requirements which may include, but shall not be limited to, the recipient's ad valorem tax bill from Polk County, proof of payment of ad valorem taxes for that year, a certified MAI appraisal and or CPA or CFO certifications.

- Failure to meet the Capital Investment requirement, job creation or wage criteria at any point during the term of the agreement negates any and all Impact Fee Mitigation awards.

- Polk County may utilize a third party auditor, to verify job and wage requirements for the term of the agreement.

STATE OF Florida COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me, by means of [ ] physical presence or [ ] online notarization, this 20th day of December, 2023,

by Timothy Cotton.

Personally Known: X; OR Produced Identification: _____

Type of Identification Produced: N/A

Signature: _____

NOTARY PUBLIC-State of Florida
sign: _____

Mark Vignovic
Comm.#HH047402
Expires: Sept. 28, 2024
Bonded Thru Aaron Notary

print: Mark Vignovic

Signature of applicant: _____ Date 20 December 2023

Authorized by County Manager: _____ Date _____

Addendum B

Project Description

Construction and operation of the first Novaphos commercial manufacturing plant, which will increase and diversify supplies of Superphosphoric acid (SPA) essential for the many US farmers that use liquid fertilizers.

EXHIBIT "C"

CLAIM OF LIEN FORM

[TO BE ATTACHED HERETO]

Prepared by and return to:
Sandra B. Howard
P.O. Box 9005
Drawer AT01
Bartow, FL 33831-9005

CLAIM OF LIEN FOR ECONOMIC DEVELOPMENT IMPACT FEE MITIGATION PROGRAM
(Polk County, Florida)

To NOVAPHOS DEVELOPMENT, LLC, a Florida limited liability company, owner of the premises hereinafter described (the "Owner"), and to all interested parties who may be concerned:

You are hereby notified that Polk County, Florida, (the "County") hereby claims a lien upon the following described property:

Parcel ID: 25-31-30-000000-022020; and
Parcel ID: 25-31-30-000000-021010

[INSERT LEGAL]

together with all improvements thereon (the "Property"), which received a certificate of occupancy on _____ (the "Lien Commencement Date"). At that time, $_____ was owed to the County for impact fees imposed pursuant to Ordinance No. 2019–056, as amended (the "Impact Fee Ordinance"). Owner, or Owner's tenant, applied for the Economic Development Mitigation Program, which mitigates a portion of impact fees pursuant to Section 2.08 of the Impact Fee Ordinance subject to a lien being recorded in the amount of the mitigated impact fees, which request was approved by the County.

Wherefore, Polk County hereby claims a lien upon said Property in the amount of **$**_____ which is the amount of impact fees mitigated pursuant to the Economic Development Impact Fee Program.

This lien is recorded pursuant to Section 2.08 of the Impact Fee Ordinance. In the event the Owner, or Owner's tenant, as applicable, fails to satisfy the criteria for the Economic Development Impact Fee Mitigation Program or in the event that the property is transferred to another owner who does not satisfy the criteria for the Economic Development Impact Fee Mitigation Program as set forth in Section 2.08 of the Impact Fee Ordinance within seven (7) years after the Lien Commencement Date, the full amount of Impact Fees due to the County pursuant to the Impact Fee Ordinance at the time of such change in circumstances shall be immediately due and payable.

This lien shall expire on the seventh (7^{th}) anniversary of the Lien Commencement Date.

THIS LEGAL DOCUMENT REFLECTS A GOVERNMENTAL LIEN HAS BEEN PLACED ON THE SUBJECT REAL PROPERTY. THIS LIEN SHALL REMAIN VALID UNTIL A RELEASE OF LIEN HAS BEEN RECORDED OR UPON THE ANNIIVERSARY DATE AS SET FORTH IMMEDIATELY ABOVE, WHICHEVER OCCURS FIRST.

POLK COUNTY, FLORIDA, as Lienor

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 202__, by _____, as _____, on behalf of Polk County, Florida, who is [ ] personally known to me or [ ] produced _____ as identification.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____

Commission Expires:_____

[SIGNATURES CONTINUE ON NEXT PAGE]

PROPERTY OWNER:
Acknowledged and agreed to:

NOVAPHOS DEVELOPMENT, LLC,
a Florida limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 202__, by _____ of Novaphos Development, LLC, a Florida limited liability company, on behalf the company, who is [ ] personally known to me or [ ] produced _____ as identification.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
Commission Expires:_____

Polk County

Board of County Commissioners

Agenda Item R.1. 2/6/2024

SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2187.

DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2187 as requested by Fixed Asset Accounting to be stored or disposed of in accordance with the Rules of the Auditor General's Office.

RECOMMENDATION

Approve removal of equipment as listed on Blanket Removal Form 2187.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

BLANKET PROPERTY REMOVAL FORM # 2187

To: Board of County Commissioners, Polk County, Florida
From: Clerk and Auditor, Polk County, Florida
It is requested that the listed property be removed from inventory.

Submitted By: _____
Fixed Asset Accounting Office of Clerk Auditor

Approved By _____
Chairman of the Board of County Commissioners

BoCC Approval Date: **2/6/2024**

Property # **N0000005431**	*Asset #* **59278**				
Item: SWITCH, IT		CISCO			
Serial # CAT1029RMUR		*Date Rec'd.* 9/28/2006		*Cost*	$7,170.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **N0000006358**	*Asset #* **68825**				
Item: Switch, IT		CISCO	CATALYST 2960		
Serial # FOC1137X3M6		*Date Rec'd.* 3/4/2008		*Cost*	$2,201.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **51576**	*Asset #* **72936**				
Item: Switch, IT		CISCO	CATALYST 3560		
Serial # SFOC1345Y390		*Date Rec'd.* 2/8/2010		*Cost*	$5,274.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **51602**	*Asset #* **72983**				
Item: Switch, IT		CISCO	CATALYST 3560 24		
Serial # FOC1403Y35R		*Date Rec'd.* 4/1/2010		*Cost*	$5,274.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **53433**	*Asset #* **75717**				
Item: Switch, IT		CISCO	CATALYST 3560		
Serial # FDO1623X23Q		*Date Rec'd.* 8/7/2012		*Cost*	$6,547.04
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **53435**	*Asset #* **75719**				
Item: Switch, IT		CISCO	CATALYST 3560		
Serial # FDO1623X23U		*Date Rec'd.* 8/7/2012		*Cost*	$6,547.04
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **53437**	*Asset #* **75721**				
Item: Switch, IT		CISCO	CATALYST 3560		
Serial # FDO1623X23R		*Date Rec'd.* 8/7/2012		*Cost*	$6,547.04
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **53441**	*Asset #* **75823**				
Item: Switch, IT		CISCO	CATALYST 3560V2		
Serial # SFDO1617X08V		*Date Rec'd.* 9/16/2012		*Cost*	$5,794.20
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **53580**	*Asset #* **88593**				
Item: SWITCH, IT		CISCO	CAT3560X		
Serial # FDO1749Z1RA		*Date Rec'd.* 2/12/2014		*Cost*	$5,099.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **55402**	*Asset #* **94579**				
Item: SWITCH, IT		CISCO	CATALYST 3850-12SS		
Serial # FOC1951X0D9		*Date Rec'd.* 3/24/2016		*Cost*	$5,959.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					

Property # **55403** *Asset #* **94580**
Item: SWITCH, IT CISCO CATALYST 3850-12SS
Serial # FOC1951X0RH *Date Rec'd.* 3/24/2016 *Cost* $5,959.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55501** *Asset #* **96181**
Item: SWITCH, IT CISCO CATALYST 2960XR-24 PORT
Serial # FDO2114B004 *Date Rec'd.* 9/3/2017 *Cost* $3,583.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55503** *Asset #* **96183**
Item: SWITCH, IT CISCO CATALYST 2960XR-24 PORT
Serial # FDO2113B1L3 *Date Rec'd.* 9/3/2017 *Cost* $3,583.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55528** *Asset #* **96207**
Item: SWITCH, IT CISCO CATALYST 2960XR-24 PORT
Serial # FDO2126B0GM *Date Rec'd.* 9/19/2017 *Cost* $3,583.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55575** *Asset #* **97109**
Item: SWITCH, IT CISCO CATALYST 2960X-48FPD
Serial # FOC2207T0PD *Date Rec'd.* 3/20/2018 *Cost* $3,994.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55576** *Asset #* **97110**
Item: SWITCH, IT CISCO CATALYST 2960X-48FPD
Serial # FOC2207TOLB *Date Rec'd.* 3/20/2018 *Cost* $3,994.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55581** *Asset #* **97162**
Item: SWITCH, IT CISCO CATALYST 2960-X 24GE
Serial # FCW2209B0JT *Date Rec'd.* 5/4/2018 *Cost* $2,076.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55600** *Asset #* **97231**
Item: SWITCH, IT CISCO CATALYST 2960X-24PD-L
Serial # FJC2210W21L *Date Rec'd.* 5/30/2018 *Cost* $2,076.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55748** *Asset #* **97645**
Item: SWITCH, IT CISCO 2960-X 24PD-L
Serial # SFJC2228W10F *Date Rec'd.* 8/16/2018 *Cost* $3,650.89
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55757** *Asset #* **97654**
Item: SWITCH, IT CISCO 2960-X 24PD-L
Serial # SFJC2228W0JV *Date Rec'd.* 8/16/2018 *Cost* $3,650.89
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55737** *Asset #* **97669**
Item: SWITCH, IT CISCO 2960-X 48LPD-L
Serial # SFJC2229W18G *Date Rec'd.* 8/16/2018 *Cost* $4,793.90
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55738** *Asset #* **97670**
Item: SWITCH, IT CISCO 2960-X 48LPD-L
Serial # SFJC2229W17F *Date Rec'd.* 8/16/2018 *Cost* $4,793.90
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **57607** *Asset #* **98314**
Item: SWITCH, IT CISCO C3850 2-10G
Serial # FOC2243736J *Date Rec'd.* 2/10/2019 *Cost* $1,329.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **57609** *Asset #* **98387**
Item: WORKSTATION, COMPUTER HP Z4 G4
Serial # MXL90221NJ *Date Rec'd.* 3/26/2019 *Cost* $2,403.10
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

(24 detail records) **$105,882.00**

Polk County

Board of County Commissioners

Agenda Item R.2. 2/6/2024

SUBJECT

SET HEARING: (LDCPAL-2023-9 RCC Text Change) to policies in Objective 2.110-B (Rural Cluster Centers) and Policies 2.110-J1 & L3. The suggested transmittal date is February 20, 2024, at 9:30 a.m. and the adoption hearing date is April 16, 2024, at 9:30 a.m.

DESCRIPTION

This is a County initiated request to policies in Objective 2.110-B (Rural Cluster Centers) and Policies 2.110-J1 & L3 regarding existing activity center expansions and the initiation of Activity Center Plans in a Rural Development Area (RDA). State law requires one Planning Commission hearing, which was held on January 3, 2024. The Planning Commission voted 6:0 to recommend approval.

RECOMMENDATION

Request Board set the transmittal date for February 20, 2024, at 9:30 a.m. and the adoption hearing date for April 16, 2024, at 9:30 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Mark J. Bennett, AICP, FRA-RA
Senior Planner
Land Development Division
863-534-6455
markbennett@polk-county.net

Polk County

Board of County Commissioners

Agenda Item R.3. 2/6/2024

SUBJECT

SET HEARING: (LDCPAS-2023-20 Graceway-Thornhill Road INST CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 5.8+/- acres from Residential Low (RL), Neighborhood Activity Center (NAC), and Business Park Center (BPC) to Institutional (INST) in the Transit Supportive Development Area (TSDA). This case is related to LDCT-2023-21 amending text in Appendix E in the Land Development Code (Parcel Specific Land Use). The suggested adoption hearing date is February 20, 2024, at 9:30 a.m.

DESCRIPTION

This is an applicant-initiated request for property located West of Spirit Lake Road, south of Thornhill Road, east of Varner Heights subdivision and east of Summerview Circle, and north of Grady Polk Road, west of the city of Eagle Lake, in Sections 11 and 2, Township 29, Range 25. State law requires one Planning Commission hearing, which was held on January 3, 2024, with a recommendation for approval (6:0).

RECOMMENDATION

Request Board set the adoption hearing date for February 20, 2024, at 9:30 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chanda Bennett, AICP
Planning Administrator
Land Development Division
863-534-6484
chandabennett@polk-county.net

Polk County

Board of County Commissioners

Agenda Item R.4. 2/6/2024

SUBJECT

SET HEARING: (LDCPAS-2023-27 St. Matthews CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 29.34+/- acres from Residential Medium (RM) to Institutional (INST) in the Urban Growth Area (UGA). The suggested adoption hearing date is February 20, 2024, at 9:30 a.m.

DESCRIPTION

This is an applicant-initiated request for property located south of State Road 542, east of Carl Floyd Road, west of US 27, and north of County Road 550, east of the Winter Haven city limits, in Section 25, Township 28, and Range 26. State law requires one Planning Commission hearing, which was held on January 3, 2024, with a recommendation for approval (6:0).

RECOMMENDATION

Request Board set the adoption hearing date for February 20, 2024, at 9:30 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

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

Agenda Item R.5. 2/6/2024

SUBJECT

SET HEARING (LDCT-2023-14 US 27 SAP RACX Storage & Car Wash) to consider the adoption of a request to add “Self-Storage Facility” and “Full-Service Car Wash” to the Use Table for the Regional Activity Center (RACX) land use district in the US 27 Selected Area Plan (SAP). The suggested hearing dates are for the first reading on February 20, 2024, at 9:30 a.m. and the second reading on March 5, 2024, at 9:30 a.m.

DESCRIPTION

This is a request to amend Land Development Code Section 401.03, Table 4.8, to add “Self-Storage Facility” and “Full-Service Car Wash” as “C2” conditional uses in the Regional Activity Center (RACX) land use district in the US 27 Selected Area Plan (SAP). State law requires one Planning Commission hearing, which was held on January 3, 2024. The Planning Commission voted 6-0 to recommend approval.

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

RECOMMENDATION

Request Board set the first reading on February 20, 2024, at 9:30 a.m. and the second reading on March 5, 2024, at 9:30 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Ian Nance
Land Development
(863) 534-7621
ivannance@polk-county.net

Agenda Item R.6. 2/6/2024

SUBJECT

SET HEARING: (LDWA-2023-58 Silver Fox Path Access Waiver) to consider approval of a Waiver to Chapter 8, Section 821.A of Polk County's Land Development Code (LDC) to provide access through a platted residential lot with the intent of creating four (4) residential lots. The suggested adoption date is date is February 20, 2024, at 9:30 a.m.

DESCRIPTION

This is an applicant-initiated request to consider approval of a Waiver to Chapter 8, Section 821.A of Polk County's Land Development Code (LDC) to provide access through a platted residential lot with the intent of creating four (4) residential lots. The subject property is located at 3202 Silver Fox Path, west of Bendelow Drive, east of Kathleen Road, south of Duff Road, north of Spivey Road, northwest of the City of Lakeland in Section 16, Township 27, Range 23. On January 3, 2024, the Planning Commission voted 5:1 to recommend approval.

RECOMMENDATION

Request Board set the adoption hearing date for February 20, 2024, at 9:30 a.m

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Malissa Celestine
Planner II
Land Development Division
863-534-6412
MalissaCelestine@polk-county.net

Polk County

Board of County Commissioners

Agenda Item R.7. 2/6/2024

SUBJECT

Approve the release of a cash surety in the amount of $2,215.95 for Evergreen on Lake Idylwild Driveway. (No fiscal impact)

DESCRIPTION

On January 19, 2021, the Board accepted a cash surety in the amount of $2,215.95. A warranty inspection was performed on October 13, 2023 concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release the cash surety in the amount of $2,215.95.

RECOMMENDATION

Request Board approve the release of the cash surety in the amount of $2,215.95 for Evergreen on Lake Idylwild Driveway.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: Evergreen on Lake Idylwild Driveway – LDSUR-2020-79

Road Name:

Engineering Firm / Engineer of Record: Chad Brooker, P.E. – Sloan Engineering

Contractor:

Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	

Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage C. Perimeter Swales:	

Utility Items:	Condition / Remarks
A. Amount Security: $2,215.95	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	

Inspector: Tim Bearden

Date: 10/13/2023

SLOAN
Engineering Group

P.O. Box 253, Bartow, Florida 33831
Office: (863) 800-3046
Fax: (863) 800-1159

October 29, 2020

Polk County Land Development
330 West Church Street
Bartow, Florida 33830

RE: Evergreen on Lake Idylwild – Driveway Warranty Bond
Polk County Project No. 58988
SEG Project No. 1515

To whom this may concern,

This letter is being submitted to explain why an extended warranty bond is being submitted for the driveway pavement associated with the above-mentioned project. During a Polk County Pre-Final Walkthrough on October 28th, 2020, the County Inspector noted that the pavement within the limits of the county driveway was sub-par and it appeared there was an overlay which had not been inspected. Instead of removing and repaving this section, it was agreed that the developer would supply the County with an extended 3-year warranty for the pavement over the County's driveway. As such, we are now submitting the attached warranty bond estimate for the pavement within the County's portion of the driveway.

If you have any questions regarding this response, please call our office at (863) 800-3046 or email me at cbrooker@sloaneg.com.

Sincerely,

SLOAN ENGINEERING GROUP

Chad Brooker, P.E.
Project Manager

Engineers Opinion of Probable Cost

Evergreen at Lake Idylwild

as of November 3rd, 2020

01 PAVING (DRIVEWAY)

No.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL
1	Mobilization	LS	1	$ 402.90	$ 402.90
2	2" Type SP-12.5 Asphalt	SY	204	$ 7.90	$ 1,611.60
			TOTAL COST:		$ 2,014.50

Warranty Bond at 110% - Three (3) Years:	$ 2,215.95

CHARLES R. BROOKER III LICENSE No 88615 STATE OF FLORIDA PROFESSIONAL ENGINEER

November 3rd, 2020

Charles R Brooker III, P.E. Date

FL Reg #88615

Agenda Item R.8. 2/6/2024

SUBJECT

Approve the release of a cash surety in the amount of $430.00 for Tyson's Car Wash. (No fiscal impact)

DESCRIPTION

On September 6, 2022, the Board accepted a cash surety in the amount of $430. A warranty inspection was performed on October 26, 2023 concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release the cash surety in the amount of $430.

RECOMMENDATION

Request Board approve the release of the cash surety in the amount of $430.00 for Tyson's Car Wash.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: Tyson's Car Wash – LDSUR-2022-28

Road Name:

Engineering Firm / Engineer of Record: Ravi Alur, P.E. – Aspire Engineering Inc.
Contractor:

Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	

Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage C. Perimeter Swales:	

Utility Items:	Condition / Remarks
A. Amount Security: $430.00	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	

Inspector: Tim Bearden

Date: 10/26/2023

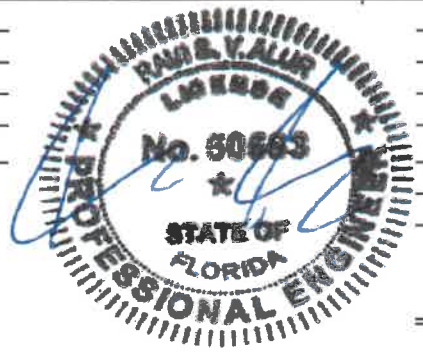
ASPIRE ENGINEERING INC.

1023 PROFESSIONAL PARK DRIVE
BRANDON, FL 33511
PHONE: 813-571-2850
FAX: 813-571-1753
E-MAIL: aspireeng@yahoo.com

ENGINEERS COST ESTIMATION

DATE: 06/07/2022
PROJECT: TYSON'S CARWASH -LDNON 2021-21

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENDED COST
FORCEMAIN				
4" TS&V	1	LS	$ 1,500.00	$ 1,500.00
4" GATE VALVE	2	EACH	$ 1,000.00	$ 2,000.00
4" PVC C-900 FM	40	LF	$ 20.00	$ 800.00
TOTAL AMOUNT				$ 4,300.00
			10%	*$ 430.00*



#50583

RAVI ALUR, P.E., LEED AP
PRESIDENT
ASPIRE ENGINEERING, INC.

6/7/2022

Ravi S.V. Alur, Professional Engineer, State of Florida, License No. 50583
This item has been digitally signed and sealed by Ravi S.V. Alur, PE.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

RAVI S ALUR
2022.06.08
14:58:31 -04'00'

Polk County

Board of County Commissioners

Agenda Item R.9. 2/6/2024

SUBJECT

Approve the release of a warranty and surety in the amount of $112,816.34 in the form of Maintenance Bond No. 30152623 for Parkside. (No fiscal impact)

DESCRIPTION

On October 4, 2022, the Board accepted Maintenance Bond No. 30152623 in the amount of $112,816.34. A warranty inspection was performed on October 26, 2023 concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Maintenance Bond No. 30152623 in the amount of $112,816.34.

RECOMMENDATION

Request Board approve the release of Maintenance Bond No. 30152623 in the amount of $112,816.34 Parkside.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: Parkside – LDSUR-2022-34	
Road Name:	
Engineering Firm / Engineer of Record: Mark E. Wilson, P.E. – Kimley-Horn and Associates, Inc	
Contractor:	
Roadway Items	**Condition / Remarks**
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	
Drainage Items	**Condition / Remarks**
A. Retention Ponds:	
B. Drainage **C. Perimeter Swales:**	
Utility Items:	**Condition / Remarks**
A. Amount Security: $112,816.34	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	
Inspector: Tim Bearden	
Date: 10/26/2023	

RESIDENTIAL MAINTENANCE BOND

Bond No. 30152623

KNOWN ALL MEN BY THESE PRESENTS, That we, KB Home Orlando, LLC, as Principal, and The Continental Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Pennsylvania and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of One Hundred Twelve Thousand Eight Hundred Sixteen and 34/100 ($ 112,816.34) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Parkside subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the date of the Obligee's acceptance of the Improvements (the "Warranty Period") in the approved platted subdivision known as Parkside, against all loss that Obligee may sustain resulting from defects in construction, design, or materials; and

2. If the Principal shall correct within the Warranty Period any failure, deterioration, or damage existing in the Improvements so that the Improvements thereafter comply with the technical specifications contained in the LDC;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

CNA Surety
151 N. Franklin Street
Chicago IL 60606

The Principal at:

KB Home Orlando, LLC
9102 Southpark Center Loop, Suite 100
Orlando, FL 32837

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 5th day of August, 2022.

Witness

Kyla Lubin
Printed Name

Witness

Carly Battin
Printed Name

PRINCIPAL:

KB Home Orlando, LLC
Name of Corporation

By:

James Makransky
Printed Name
Title:
(SEAL)

Witness

Martha Gonzales
Printed Name

Witness

My Hua
Printed Name

SURETY:

The Continental Insurance Company
Name of Corporation

By:

Brenda Wong
Printed Name
Title: Attorney-in-Fact
(SEAL)

(Attach power of attorney)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On AUG 05 2022 before me, Kathy R. Mair, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

KATHY R. MAIR
Notary Public - California
Orange County
Commission # 2355508
My Comm. Expires May 22, 2025

Signature _____
Kathy R. Mair, Notary Public

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Brenda Wong

, Individually

of Los Angeles, California, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

– In Unlimited Amounts –

Surety Bond Number: 30152623
Principal: KB Home Orlando, LLC
Obligee: Polk County, a political subdivision of the State of Florida

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of February, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of February, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 5 day of August, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-2-2021

Polk County

Board of County Commissioners

Agenda Item R.10. 2/6/2024

SUBJECT

Accept Performance Surety in the amount of $1,999,648.70 in the form of Performance Bond No. 024271742 for Hancock Crossing. (No fiscal impact)

DESCRIPTION

This request is to accept Performance Surety Bond No. 024271742 in the amount of $1,999,648.70 for outstanding construction items listed in the engineer's cost estimate. On November 22, 2022, the Board approved Hancock Crossing plat for conditional approval. The Land Development Division has reviewed and recommends acceptance of this performance surety.

RECOMMENDATION

Request Board accept Performance Bond No. 024271742 in the amount of $1,999,648.70 for Hancock Crossing.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

PERFORMANCE BOND Bond No. 024271742

KNOWN ALL MEN BY THESE PRESENTS, that We, KB Home Orlando LLC, as Principal, and Liberty Mutual Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Massachusetts and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida (the "County"), as Obligee, in the sum of One million nine hundred ninety nine thousand six hundred forty eight and 70/100 ($ 1,999,648.70) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us.

WHEREAS, the County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Hancock Crossing platted subdivision (the "Subdivision"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the LDC requires the Principal to provide and maintain full performance security guaranteeing the completion and approval of all private or public on-site or off-site Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly construct the Improvements in the Subdivision in accordance with the Plans and LDC by June 30, **20** 24 (the "Guaranty Period"), as verified by Polk County's Land Development Division, then upon approval by the Obligee this Bond shall be null and void.

2. The Surety unconditionally covenants and agrees that if the Principal fails to complete all or any part of the Improvements within the Guaranty Period, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

3. Alternatively, the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and the Surety shall pay the Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed Improvements, or the plans, specifications and schedules covering same, shall in any way affect the Surety's obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed Improvements or the plans, specifications and schedules.

6. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes in address:

The Surety at:

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

The Principal at:

KB Home Orlando LLC
9102 Southpark Center Loop, Suite 100
Orlando, FL 32819

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

[Signatures appear on the next page]

THIS BOND DATED THE 18th DAY OF October, 20 23,
(the date of issue by the Surety).

Witness

PAUL THOMAS
Printed Name

Witness

Stephen White
Printed Name

PRINCIPAL:

KB Home Orlando LLC
Name of Corporation

By:

James Makransky
Printed Name

Title: VP of Finance

(SEAL)

PRINCIPAL

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19th day of October, 2023, by James Makransky as Vice President (*title of officer*) of Finance KB Home Orlando LLC (*entity name*), on behalf of the on behalf of the Principal, who ☑ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

CHAD D HARVEY
MY COMMISSION EXPIRES 03-06-2026
NOTARY PUBLIC
COMM. # HH 236703
STATE OF FLORIDA

Notary Public
Print Name Chad D. Harvey
My Commission Expires 3/6/2026

SURETY:

Witness

Mechelle Larkin
Printed Name

Witness

Brenda Wong
Printed Name

Liberty Mutual Insurance Company
Name of Corporation

By:

My Hua, Attorney-in-Fact
Printed Name
Title:
(SEAL)

(ATTACH POWER OF ATTORNEY)

See attached California All Purpose Acknowledgment

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____ as _____ (*title of officer*) of _____ (*entity name*), on behalf of the on behalf of the Surety, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On OCT 18 2023 (DATE) before me, Kathy R. Mair, Notary Public ([Name of Notary Public and Title "Notary Public"]),

personally appeared My Hua ([Name(s) of Signer(s)]),

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KATHY R. MAIR
Notary Public - California
Orange County
Commission # 2355508
My Comm. Expires May 22, 2025

Signature of Notary Public

Place Notary Seal Above

---------- **OPTIONAL** ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☒ Attorney-in-Fact
- ☐ Trustee ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☐ Attorney-in-Fact
- ☐ Trustee ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208696-024017**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tenzer V. Cunningham; Sokha Evans; Martha Gonzales; My Hua; Mechelle Larkin; Kathy R. Mair; Jeffrey Strassner; Brenda Wong

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of September, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of September, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of OCT 18 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Kimley»Horn

October 4, 2023

Mr. Greg Hentschel, P.E.
Polk County Engineering
Polk County Land Development
P. O. Box 9005, Drawer CS05
Bartow, FL 33831-9005

PROJECT: Hancock Crossing
PROJECT No: LDRES-2022-27

Dear Mr. Greg Hentschel:

The cost of finalizing and completing the above referenced project for the purpose of pre-filing the plat, in my opinion should be as follows:

STORM	QTY	UNIT	UNIT COST	TOTAL
18" HDPE	800	LF	$45.00	$36,000.00
24" HDPE	1,000	LF	$65.00	$65,000.00
30" HDPE	800	LF	$90.00	$72,000.00
Storm Manhole	1	EA	$4,500.00	$4,500.00
J Manhole	1	EA	$8,500.00	$8,500.00
24" MES	2	EA	$1,500.00	$3,000.00
30" MES	1	EA	$2,200.00	$2,200.00
Rip Rap	190	SY	$70.00	$13,300.00
Type D Inlet	5	EA	$5,000.00	$25,000.00
Type V Inlet	16	EA	$6,000.00	$96,000.00
Inlet W/ J Bottom	5	EA	$8,500.00	$42,500.00
Clean Storm	6,024	EA	$2.50	$15,060.00
Storm Inspection	6,024	EA	$2.00	$12,048.00
			STORM SUB-TOTAL	**$395,108.00**

WATER	QTY	UNIT	UNIT COST	TOTAL
4" PVC	280	LF	$18.00	$5,040.00
8" PVC	1,950	LF	$38.00	$74,100.00
Single Service	11	EA	$875.00	$9,625.00
Double Service	13	EA	$1,500.00	$19,500.00
Water Valves & Fittings	1	LS	$18,000.00	$18,000.00
Fire Hydrant	2	EA	$6,500.00	$13,000.00
10" Master Meter Assembly	1	EA	$35,000.00	$35,000.00
Automatic Blow Off	3	EA	$1,800.00	$5,400.00
Fire Hydrant and Watermain Testing	5,056	LF	$2.00	$10,112.00
Sample Points	15	EA	$500.00	$7,500.00
			WATER SUB-TOTAL	**$197,277.00**

PAVING	QTY	UNIT	UNIT COST	TOTAL
Asphalt 1.5" SP-9.5	14,905	SY	$12.50	$186,312.50
Crushed Concrete 6"	6,145	SY	$16.00	$98,320.00
12" Stabilized Subgrade	6,145	SY	$5.00	$30,725.00
D Curb	120	LF	$20.00	$2,400.00
Miami Curb	3,850	LF	$18.00	$69,300.00
12" Ribbon Curb	80	LF	$25.00	$2,000.00
5' Sidewalk 6" Thick	60	LF	$41.00	$2,460.00
5' Sidewalk 4" Thick	1,865	LF	$36.00	$67,140.00
6' Sidewalk 4" Thick	120	LF	$43.00	$5,160.00
8' Sidewalk 4" Thick	125	LF	$50.00	$6,250.00
5' Wheel Chair Ramp	12	EA	$1,000.00	$12,000.00
6' Wheel Chair Ramp	1	EA	$1,200.00	$1,200.00
Signs & Pavement Markings	1	LS	$30,000.00	$30,000.00
			PAVING SUB-TOTAL	**$513,267.50**

EARTHWORK	QTY	UNIT	UNIT COST	TOTAL
Inlet Protection	59	EA	$120.00	$7,080.00
Swale Grading	385	SY	$0.50	$192.50
Pad Grading	92	EA	$185.00	$17,020.00
Tie in Grading	535	SY	$0.60	$321.00
R/W Grading	12,210	SY	$0.58	$7,081.80
Slope Grading	7,720	SY	$0.60	$4,632.00
Swale Sod	385	SY	$3.19	$1,228.15
R/W Sod	3,395	SY	$3.19	$10,830.05
Seed & Mulch	25	ACR	$1,120.00	$28,000.00
Strip Sod	3,500	SY	$3.10	$10,850.00
Slope Sod	7,720	SY	$3.10	$23,932.00
Tie in Sod	535	SY	$3.10	$1,658.50
			EARTHWORK SUB-TOTAL	**$112,826.00**

SANITARY	QTY	UNIT	UNIT COST	TOTAL
8" PVC SDR 26	1,633	LF	$38.00	$62,054.00
Manhole	11	EA	$6,000.00	$66,000.00
Single Lateral	5	EA	$1,400.00	$7,000.00
Double Lateral	14	EA	$1,750.00	$24,500.00
Clean Sanitary Lines	4,057	LF	$1.75	$7,099.75
Test Sanitary Lines	4,057	LF	$1.60	$6,491.20
Test Forcemain Lines	250	LF	$1.60	$400.00
T.V. Sanitary Lines	4,057	LF	$2.00	$8,114.00
Well Points	1,633	LF	$15.00	$24,495.00
			SANITARY SUB-TOTAL	**$206,153.95**

LIFT STATION	QTY	UNIT	UNIT COST	TOTAL
Lift Station	1	LS	$300,000.00	$300,000.00
			LIFT STATION SUB-TOTAL	**$300,000.00**

OFFSITE FORCEMAIN	QTY	UNIT	UNIT COST	TOTAL
Test Forcemain Lines	2,800	LF	$1.60	$4,480.00
Tie to existing	1	LS	$2,000.00	$2,000.00
			OFFSITE FORCEMAIN SUB-TOTAL	**$6,480.00**

GENERAL CONDITIONS	QTY	UNIT	UNIT COST	TOTAL
Survey	1	LS	$10,000.00	$10,000.00
As Builts	1	LS	$18,000.00	$18,000.00
Mobilization	1	LS	$5,000.00	$5,000.00
Geotech Testing	1	LS	$50,000.00	$50,000.00
Environmental	1	LS	$2,000.00	$2,000.00
S.W.P.P.P.	1	LS	$1,750.00	$1,750.00
			GENERAL CONDITIONS SUB-TOTAL	**$86,750.00**

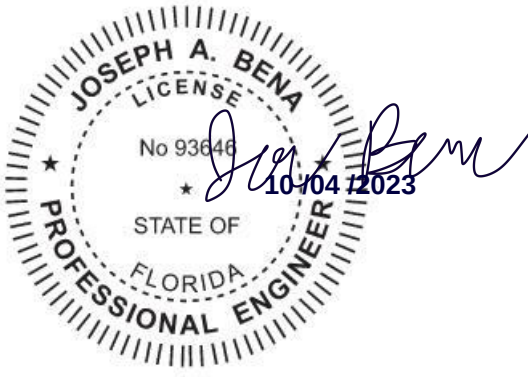
TOTAL REMAINING COSTS	**$1,817,862.45**
PERCENTAGE 10 % OF TOTAL REMAINING COST	**$181,786.25**
TOTAL AMOUNT TO BE BONDED	**$1,999,648.70**

Should you have any questions or require additional information, please contact me at 813-536-7381 or via email at Joe.Bena@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC

Joseph A. Bena, P.E.
Project Manager



Polk County

Board of County Commissioners

Agenda Item R.11. 2/6/2024

SUBJECT

To consider an Impact Fee Credit Agreement between Cottages at Lake Hamilton, LLC and Polk County in the amount of $318,976.70 for related transportation improvements at the intersection of W. Lake Hamilton Drive and Lucerne Park Road (SR544)

DESCRIPTION

This is a request to enter into an Impact Fee Credit Agreement between Cottages at Lake Hamilton, LLC (hereinafter referred to as Developer) and Polk County for certain non-site related transportation improvements at the intersection of W. Lake Hamilton Drive and Lucerne Park Road. Such improvements include adding a new right turn lane, lane widening, striping and other associated improvements to W. Lake Hamilton Drive as depicted in Exhibit “A” of the agreement. Such improvements will provide capacity and safety improvements for existing background traffic and any future projects in the area.

The total estimated cost of the subject improvements as contained in the Cost Estimate (Exhibit “B”) is determined to be $318,976.70. Such costs include “hard construction costs” and “soft costs,” such as design and engineering costs. The applicant is seeking transportation impact fee credits in the amount of $318,976.70.

The subject agreement allows for needed improvements at an intersection experiencing increased traffic where no one individual developer on W. Lake Hamilton Drive, Lucerne Park Road or in the immediate vicinity has yet to trigger the needed improvements contained herein this agreement. This agreement will allow for these improvements to be made more rapidly by the Developer and at a reduced cost if Polk County were to program these improvements.

RECOMMENDATION

Approve the Impact Fee Credit Agreement for W. Lake Hamilton Drive Transportation Improvements.

FISCAL IMPACT

There is no actual cost to Polk County by entering into this agreement; however, by agreeing to issue transportation impact fee credits, Polk County will not receive $318,976.70 in revenue from transportation impact fees.

CONTACT INFORMATION

Thado N. Hays, CPM
Concurrency & Entitlements Manager

Thadohays@polk-county.net <mailto:Thadohays@polk-county.net>

IMPACT FEE CREDIT AGREEMENT
W LAKE HAMILTON DRIVE AND LUCERNE PARK ROAD (SR 544) INTERSECTION

THIS IMPACT FEE CREDIT AGREEMENT ("**AGREEMENT**") is made and entered by and between Cottages at Lake Hamilton, LLC, a Florida limited liability company authorized to do business in the State of Florida ("**DEVELOPER**"), and POLK COUNTY, FLORIDA, a political subdivision of the State of Florida (the "**COUNTY**").

WITNESSETH:

WHEREAS, DEVELOPER is the owner or contract purchaser of certain real property located at 2850 W Lake Hamilton Drive, Winter Haven, FL 33881 and identified as Parcel Number 27-28-06-000000-043040 ("**Property**"); and

WHEREAS, DEVELOPER intends to develop a multifamily project, Vistas at Lake Hamilton (LDNON-2023-124), on the above described Property (the "**Project**"); and

WHEREAS, DEVELOPER is willing to construct certain non-Site-Related Transportation Improvements concerning W Lake Hamilton Drive and Lucerne Park Road (SR 544) intersection, as hereinafter defined; and

WHEREAS, the cost estimate for the Transportation Improvements is reflected in **Exhibit "B"** ("**Cost Estimate**"); and

WHEREAS, the COUNTY has determined that Transportation Impact Fee credits in an amount not to exceed $318,976.70, may be given for DEVELOPER's construction of the Transportation Improvements based upon the POLK COUNTY AMENDED AND RESTATED COMPREHENSIVE IMPACT FEE ORDINANCE, as amended; and

WHEREAS, the COUNTY and DEVELOPER desire to set forth in writing the terms and conditions of their understanding and agreement related to DEVELOPER'S construction of the Transportation Improvements described herein, as well as DEVELOPER'S ability to obtain Transportation Impact Fee credits from the COUNTY for DEVELOPER'S fulfillment of the same; and

WHEREAS, this AGREEMENT is in the best interest of the public health, safety and welfare of Polk County, Florida and provide a benefit to the residents of Polk County.

NOW, THEREFORE, in consideration of the mutual covenants, premises and promises hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the COUNTY and DEVELOPER hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct in all respects and are expressly incorporated herein by reference.

2. **Effective Date.** The Effective Date of this AGREEMENT shall be the date in which the COUNTY executes this AGREEMENT.

3. **Transportation Improvements.** The COUNTY and DEVELOPER agree to the following terms and conditions: DEVELOPER shall undertake construction of improvements to W Lake Hamilton Drive, specifically right-turn lane installation, in accordance with approved plans (LDNON-2023-124) depicted in **Exhibit "A"** attached hereto and incorporated herein by this reference, and as described in the Plans and Specifications, including certain improvements to the paving within W Lake Hamilton Drive (collectively, the "**Transportation Improvements**"). DEVELOPER shall bear the full responsibility for payment of all financial obligations for the Transportation Improvements, including design and permitting costs.

4. **Modifications of the Plans and Specifications; Permits.**

A. The Plans and Specifications for the Transportation Improvements may be materially modified through the mutual agreement of DEVELOPER and the COUNTY through the permitting processes, and by change order as actual construction of the Transportation Improvements progresses (it being understood that non-material modifications shall not be required to be submitted by DEVELOPER for the COUNTY'S approval). Proposed modifications will be provided by DEVELOPER to the COUNTY for review. To be effective and binding against the COUNTY, however, any and all such modifications and change orders must be in writing, executed by the COUNTY and DEVELOPER. Any modifications that increase, in the aggregate, the Cost Estimate by ten percent (10%) or less shall require written approval by the COUNTY. Any modifications that increase, in the aggregate, the Cost Estimate by more than ten percent (10%) shall require a fully executed amendment to this AGREEMENT.

B. DEVELOPER shall construct the Transportation Improvements in a manner sufficient to satisfy the applicable government permitting requirements. It will be the responsibility of DEVELOPER to obtain any permits from any other governmental entity required for the construction of the Transportation Improvements. The COUNTY hereby grants any and all rights, approvals, permits, title and interest necessary for DEVELOPER to perform DEVELOPER'S obligations under this AGREEMENT, including, but not limited to, any and all licenses, easements and permits to construct the Transportation Improvements in the public right-of-way of W Lake Hamilton Drive.

5. **Construction Requirements**.

A. DEVELOPER shall notify COUNTY that DEVELOPER has selected a contractor to perform the Transportation Improvements. Promptly after the date of this AGREEMENT, DEVELOPER shall enter into a Contract for Construction of the Improvements (the "Construction Contract") with DEVELOPER'S selected contractor. Upon execution of a final Construction Contract, DEVELOPER will provide a copy of the Construction Contract to the COUNTY.

B. COUNTY hereby notifies DEVELOPER that DEVELOPER may proceed with constructing the Transportation Improvements in accordance with the terms and conditions hereof.

C. Prior to the commencement of construction, DEVELOPER shall schedule, notice, and attend a pre-construction conference with DEVELOPER'S engineer, DEVELOPER'S contractor, the COUNTY, and all involved utility companies.

D. Upon reasonable prior notice, the COUNTY may periodically inspect and monitor the work site during construction of the Transportation Improvements. If, during construction, the COUNTY finds the work, materials, or equipment are defective, the COUNTY will give DEVELOPER written notice of the defect and DEVELOPER agrees to correct the defective condition, if commercially reasonable, within thirty (30) days (or such longer period as may be reasonably necessary) of DEVELOPER'S receipt of such notice. If DEVELOPER fails to correct the deficiency within such period, the COUNTY may take any

action necessary on DEVELOPER'S behalf, including correcting the deficiency, removing deficiencies, or utilizing COUNTY'S contractor to complete the work.

E. Pursuant to Section 2.11 of the Polk County Amended and Restated Comprehensive Impact Fee Ordinance (Ord. No. 2019-056, as amended, referred to hereinafter as the "Ordinance"), in exchange for DEVELOPER's construction of the Transportation Improvements, Transportation Impact Fees shall be credited to DEVELOPER in the estimated amount of up to $318,976.70 (the "**Impact Fee Credits**"). The Impact Fee Credits shall be issued to the DEVELOPER in accordance with and subject to the following requirements:

(1) The Impact Fee Credits shall be issued to DEVELOPER based on the actual construction costs (as evidenced by paid invoices and other appropriate supporting documentation deemed sufficient by the COUNTY, and which include "hard construction costs" and "soft construction costs", such as design and engineering costs) of those Transportation Improvements that qualify for expenditure of Transportation Impact Fees under Section 4.04.B of the Ordinance. The schedule of qualifying improvements eligible for Impact Fee Credits hereunder is set forth and described in the cost estimate in **Exhibit "B"**, attached hereto and incorporated herein by reference. The total amount of Impact Fee Credits issued hereunder shall not exceed $318,976.70, unless otherwise agreed to by both parties, as evidenced by a duly executed written amendment hereto. Any request for additional Impact Fee Credits from the COUNTY pursuant to Section 4.04B of the Ordinance based on proposed, additional improvements which may be eligible for credit, must be submitted as a new application under Section 2.11 of the Ordinance and must comply with all requirements specified thereunder. COUNTY shall be deemed to have issued, and DEVELOPER shall be deemed to have received, the Impact Fee Credits on the date that COUNTY accepts the Transportation Improvements pursuant to Section 6.B.

(2) The Impact Fee Credits granted pursuant to this AGREEMENT are assignable and transferable in accordance with section 163.31801(10), Florida Statutes.

(3) The value of each Impact Fee Credit shall be the value of the Transportation Impact Fee at the time a future development project is submitted by DEVELOPER to the COUNTY to receive Impact Fee Credits.

(4) DEVELOPER, and its successors and assigns, shall have ten (10) years from the Effective Date in which to spend the Impact Fee Credits issued hereunder. Any Impact Fee Credits issued hereunder shall be governed by, and may be transferred as permitted under, the Ordinance.

(5) For the avoidance of doubt, (x) with respect to any Transportation Impact Fees that have already been paid by DEVELOPER as of the date the COUNTY accepts the Transportation Improvements pursuant to Section 6.B. (collectively, "**Paid Transportation Impact Fees**"), COUNTY shall reimburse DEVELOPER for any such Paid Transportation Impact Fees within forty-five (45) days after DEVELOPER'S written request therefor, (y) from and after the date that COUNTY accepts the Transportation Improvements pursuant to Section 6.B., the amount of Impact Fee Credits issued to DEVELOPER pursuant to this Agreement shall be reduced by the amount of Paid Transportation Impact Fees reimbursed to DEVELOPER pursuant to the foregoing, and (z) the remaining Impact Fee Credits (i.e., when and if such Impact Fee Credits are reduced by the amount of Paid Transportation Impact Fees reimbursed to DEVELOPER pursuant to the foregoing) granted under and pursuant to this Agreement shall be available to Developer to be credited against any Transportation Impact Fees coming due and payable with respect to the Property and the Project from and after the date DEVELOPER completes the Transportation Improvements.

F. Upon completion of the work in accordance with the Plans and Specifications, DEVELOPER shall furnish a set of record drawings certified by the Engineer of Record that the Transportation Improvements have been completed in general conformance with the Plans and Specifications, as the same may be modified in accordance with the terms of this AGREEMENT. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that to the best of their knowledge, information and belief all materials entering into the work are in general conformance with the plans, or otherwise conform to or meet generally accepted professional practices. If applicable, DEVELOPER shall also prepare and submit any required certifications to permitting agencies.

G. Subject to the requirements of Section 12, below, the Transportation Improvements shall be completed within 24 months of the effective date of this agreement, unless a later date is mutually agreed to by the parties, which agreement shall not be unreasonably withheld. DEVELOPER shall provide the COUNTY a monthly construction management status report during the term of this AGREEMENT. Upon completion of the Transportation Improvements, DEVELOPER shall notify the COUNTY, in writing, of the completed construction ("**Completion Notice**"). Upon receipt of DEVELOPER's Completion Notice, the COUNTY shall conduct or cause to be conducted such inspections of the Transportation Improvements as it may desire to determine that the Transportation Improvements conform to the Plans and Specifications ("**Inspection**"). Upon completion of the Inspection, the COUNTY shall issue a letter to the DEVELOPER indicating that the Transportation Improvements comply with the approved Plans and Specifications ("**Inspection Letter**"). For the avoidance of doubt, COUNTY acknowledges and agrees that (x) DEVELOPER is entering into this AGREEMENT with the expectation and on the belief that DEVELOPER shall not be required to incur more than $318,976.70.00 in connection with the design, engineering and construction of the Transportation Improvements, and (y) if, for any reason or no reason, the cost to design, engineer and construct the Transportation Improvements exceeds $318,976.70 by more than ten percent (10%) (e.g., the COUNTY submits a change order to DEVELOPER that requires DEVELOPER to incur additional design and engineering costs, and DEVELOPER must pay more to DEVELOPER'S contractor with respect to implementing such change order), then DEVELOPER will cease design, engineering and construction on the Transportation Improvements until the COUNTY agrees in an amendment to this AGREEMENT reasonably acceptable to DEVELOPER to reimburse DEVELOPER for the increased costs thereof.

H. **Letter of Credit**. Within thirty (30) days prior to commencing construction of the Transportation Improvements, DEVELOPER shall provide an irrevocable standby Letter of Credit ("**LOC**") payable to the COUNTY in the amount of one hundred ten percent (110%) of the cost to construct the Transportation Improvements, as stated in Exhibit "B." The LOC shall be issued by a financial institution qualified to do business in the State of Florida with a branch office in Central Florida having normal banking business hours. The LOC's initial expiration date must not be less than one year from the Effective Date of this AGREEMENT and must contain a provision for automatic renewal until the Transportation Improvements have been accepted for ownership and maintenance by the COUNTY. The COUNTY shall release the LOC within thirty (30) days after the date DEVELOPER has notified the COUNTY that DEVELOPER has satisfactorily completed the Transportation Improvements pursuant to subsection 5.H. In the event DEVELOPER fails to complete the Transportation Improvements prior to the date required pursuant to this Agreement, the COUNTY shall have the right but not the obligation to draw on the LOC.

6. **Conveyance of Transportation Improvements.**

A. DEVELOPER shall, at its sole cost and expense, convey the Transportation Improvements to the COUNTY free and clear of all liens and encumbrances within ten (10) business days, or such other time as specifically agreed to by both the COUNTY and DEVELOPER, of the issuance of the COUNTY

Inspection Letter indicating that the Transportation Improvements comply with the approved construction plans, which letter shall be delivered to DEVELOPER as soon as reasonably possible after receipt of DEVELOPER'S notice that the Transportation Improvements are complete and the Inspection is completed.

B. Provided all such conditions are met, the COUNTY agrees to accept such conveyance without delay and provide written notification of acceptance to DEVELOPER. Thereafter, the COUNTY shall be responsible for the operation and maintenance of the Transportation Improvements so conveyed to the COUNTY. As part of such conveyance, DEVELOPER agrees to warrant the Transportation Improvements so conveyed for a period of one (1) year from the date of acceptance by the COUNTY of the Transportation Improvements.

7. **Development Approvals.** This AGREEMENT shall in no manner constitute a development approval regarding the Property. Developer must secure all applicable development permits for Transportation Improvements and comply with all applicable development laws. In the event the Transportation Improvements do not receive all necessary approvals, pursuant to this Agreement, from the COUNTY, this AGREEMENT shall automatically terminate and be of no further force or effect.

8. **Self-Help Provision**. In the event DEVELOPER proceeds with the Transportation Improvements according to the terms set forth herein and the COUNTY desires to expedite the overall construction of the Transportation Improvements, the COUNTY shall be permitted, upon delivery of written notice to DEVELOPER, to assume DEVELOPER'S responsibilities related to the construction of the Transportation Improvements. In such event, the COUNTY shall be entitled to ownership of the Plans and Specifications and all permits (including environmental permits) granted to DEVELOPER in connection with the Transportation Improvements and DEVELOPER shall use its diligent, good faith efforts to ensure the successful transfer of the same to the COUNTY; provided, however, that all costs related to construction then performed by DEVELOPER shall nonetheless be reimbursed by the COUNTY to DEVELOPER in Transportation Impact Fees Credits equal to the construction cost incurred by DEVELOPER prior to the COUNTY'S commencement of the work pursuant to this Self-Help Provision.

9. **Approvals**. In those instances, in which a party's approval, consent or satisfaction is required under this AGREEMENT, and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

10. **Indemnification**. DEVELOPER, its successors, and assigns shall protect, defend, indemnify, and hold harmless, the COUNTY, its officers, commissioners, council members, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable, actually incurred, attorney's fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of DEVELOPER itself, its agents, contractors, subcontractors, employees, or representatives in the performance of its obligations under this Agreement. The foregoing indemnification obligation shall not apply to the extent of the negligence or willful misconduct of the COUNTY.

11. **Insurance.**

11.1 Notwithstanding anything to the contrary in this AGREEMENT, DEVELOPER shall maintain, or cause its agents and contractors to maintain, Professional Liability Insurance in the amount of $2,000,000.00 per occurrence, exclusive of defense costs, and the Commercial General Liability, Comprehensive Auto Liability, and Workers Compensation coverages stated in 12.2, below.

11.2 DEVELOPER shall maintain, or cause its agents and contractors to maintain, the following types of insurance with at least the following minimum limits of liability:

Commercial General Liability:	$1,000,000.00 per occurrence
Comprehensive Automobile Liability	$1,000,000.00 per occurrence
Workers Compensation	Statutory Limits
Employers Liability	$1,000,000.00

11.3 All insurance must be provided by a carrier licensed to do business in the State of Florida having an A.M. Best rating of at least the "A" category and size category of VIII. Polk County shall be named as additional insured on all General Liability and Automobile Liability policies on a primary and non-contributory basis. The General Liability, Automobile Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of the COUNTY.

11.4 DEVELOPER shall provide the COUNTY with Certificates of Insurance satisfactory to the COUNTY to evidence such coverage promptly following the execution of this Agreement and before any work commences on the Transportation Improvements. The COUNTY must be identified on the Certificates as follows: "Polk County, a political subdivision of the State of Florida." Coverage must commence on or before the first day work begins and remain in effect until at least the end of the warranty period stated in Paragraph 6.B.

12. **Term and Nature of Agreement**. With the exception of (x) warranty requirements which expressly survive the termination of this AGREEMENT and (y) the COUNTY'S obligation to issue the Impact Fee Credits to DEVELOPER as and when required under this AGREEMENT, which shall expressly survive the termination hereof, this AGREEMENT shall terminate upon satisfaction by the Parties hereto of their respective obligations contained herein. At any time thereafter, upon written request of either party hereto, the other party hereto shall execute and deliver a written termination of this AGREEMENT, and failure to so execute and deliver such written termination of this AGREEMENT on or before the thirtieth (30^{th}) day after the request is made, shall be deemed a full termination of this AGREEMENT without further action being required by either party hereto. If DEVELOPER is unable to obtain all necessary approvals for the construction of the Transportation Improvements from any governmental agency other than the COUNTY, the DEVELOPER or COUNTY may terminate this Agreement. If this AGREEMENT is terminated, DEVELOPER shall not be liable for, and the COUNTY shall not seek from DEVELOPER, either damages or specific performance of this AGREEMENT; provided, however, that the conveyance of any property completed prior to the termination of this AGREEMENT shall not be affected. If DEVELOPER fails to begin construction of the Transportation Improvements on or before three (3) years from the Effective Date of this AGREEMENT, this AGREEMENT shall be null and void.

13. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. telecopier device) or within three (3) days after depositing the United State Postal Services, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

County: Chairman
Polk County Board of County Commissioners
330 West Church Street
Bartow, Florida 33830

Copy to: County Attorney
Polk County Board of County Commissioners
330 West Church Street
Bartow, Florida 33830

Developer: Cottages at Lake Hamilton, LLC
2875 NE 191st Street, Suite 305
Aventura, FL 33180

14. **Public Records**. Pursuant to Section 119.0701, Florida Statutes, DEVELOPER shall comply with the following Florida Public Records' laws, to the extent applicable:

A. DEVELOPER acknowledges the COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the material created under this AGREEMENT. DEVELOPER further acknowledges that the constitutional and statutory provisions control over the terms of this AGREEMENT. In association with its performance pursuant to this AGREEMENT, DEVELOPER shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

B. Without in any manner limiting the generality of the foregoing, DEVELOPER acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall:

i. Keep and maintain public records required by the COUNTY to perform the services required under this AGREEMENT.

ii. Upon request from the COUNTY's custodian of public records, or his/her designee, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the AGREEMENT term and following completion of the AGREEMENT if the DEVELOPER does not transfer the records to the COUNTY.

iv. Upon completion of the AGREEMENT, transfer, at no cost, to the COUNTY all public records in possession of DEVELOPER or keep and maintain public records required by the COUNTY to perform the service. If DEVELOPER transfers all public records to the COUNTY upon completion of the AGREEMENT, DEVELOPER shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If DEVELOPER keeps and maintains public records upon completion of the AGREEMENT, DEVELOPER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

c. **IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT POLK COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

15. **Records and Audits**. The DEVELOPER shall maintain in its corporate headquarters all original books, documents, papers and other evidence pertaining in any way to payments made pursuant to this AGREEMENT. Such records shall be available at the DEVELOPER'S corporate headquarters at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this AGREEMENT for audit or inspection by the COUNTY, or its duly authorized agent or representative, upon ten (10) business day's prior written notice.

16. **Equal Opportunity Employment**. The DEVELOPER agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this AGREEMENT because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

17. **Amendment**. This AGREEMENT may only be amended and modified by an instrument in writing executed by the Parties hereto or their successors or assigns in interest.

18. **Severability**. If any part of this AGREEMENT is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

19. **Assignment and Successors**. This AGREEMENT shall be binding upon and the benefits and obligations of this AGREEMENT shall inure to all successors or assigns of the Parties to this AGREEMENT, regardless of the name of the successors or assigns. In the event that DEVELOPER assigns this AGREEMENT and its rights, obligations and responsibilities hereunder to a third party, DEVELOPER shall provide written notice to the COUNTY.

20. **Disclaimer of Third-Party Beneficiaries**. No right or cause of action shall accrue upon or by reason of this AGREEMENT, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the DEVELOPER or the County.

21. **Governing Law and Venue**. In performing this AGREEMENT, each party will abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party. This AGREEMENT shall be governed by and construed in accordance with laws of the State of Florida. In the event of any legal action concerning this Agreement, the parties agree that venue will be proper only in the courts of the Tenth Judicial Circuit, located in Polk County, Florida, or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and costs.

22. **Counterparts**. This AGREEMENT may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

23. **Entire Agreement**. This AGREEMENT constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

24. **Non-Waiver**. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this AGREEMENT shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this AGREEMENT, at law, or in equity.

25. **Construction of Agreement**. This AGREEMENT shall not be construed against either party on the basis of it being the drafter of this AGREEMENT. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this AGREEMENT. Captions and Paragraph headings in this AGREEMENT are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this AGREEMENT.

26. **Force Majeure**. Should the performance of this AGREEMENT by the DEVELOPER be prevented or delayed by any Act of God or other cause beyond the reasonable control of DEVELOPER, including but not limited to, floods, storm, fire, war, total or partial failure of transportation or delivery facilities, interruption of power, or by any law, regulation or order of any federal, state or local authority, DEVELOPER'S performance shall be excused to the extent it is thus prevented or delayed. Neither the lack of financial resources, budgetary requirements, crop revenues, harvesting schedules, nor such other errors, shall constitute a force majeure event sufficient to excuse nonperformance hereunder.

27. **Default and Opportunity to Cure**. If either Party materially defaults in its obligations under this Agreement and fails to cure the same within thirty (30) days after the date that the non-defaulting Party delivers notice of the default to the other Party, then the non-defaulting Party shall have the right to (i) immediately terminate this Agreement by delivering written notice to the defaulting Party, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.

28. **Limitation of Liability**. IN NO EVENT SHALL POLK COUNTY BE LIABLE TO THE DEVELOPER 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 POLK COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

29. **Days**. The term "days" in this AGREEMENT shall mean calendar days unless otherwise so noted. If a date for performance falls on a Saturday, Sunday or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or legal Holiday.

30. **Enforcement**. This AGREEMENT shall be subject to the following provisions:

a. Each Party shall bear its own expense for any litigation resulting from this AGREEMENT, which shall include but not be limited to attorney fees and applicable courts costs, including appellate proceedings.

b. If any section, phrase, sentence or portion of this AGREEMENT is, for any reason, held to be invalid by any court of competent jurisdiction,such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

c. The fact that this AGREEMENT does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to develop the DEVELOPER'S Property shall not relieve the DEVELOPER, or its respective successors in interest, of the obligation to comply with the laws governing such permit requirements, conditions, terms and regulations, except as otherwise provided herein.

31. **Employment Eligibility Verification (E-Verify).**

a. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

b. Pursuant to Section 448.095(5), Florida Statutes, the DEVELOPER, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the DEVELOPER or subcontractor. The DEVELOPER acknowledges and agrees that (i) the County and the DEVELOPER may not enter into this AGREEMENT, and the DEVELOPER may not enter into any subcontracts hereunder, unless each party to this AGREEEMNT, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this AGREEMENT, and the County may treat a failure to comply as a material breach of this AGREEMENT.

c. By entering into this AGREEMENT, the DEVELOPER becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The DEVELOPER shall maintain a copy of such affidavit for the duration of this AGREEMENT. Failure to comply will lead to termination of this AGREEMENT, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this AGREEMENT is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this AGREEMENT is terminated for a violation of Section 448.095, Fla. Stat., by the DEVELOPER, the DEVELOPER may not be awarded a public contract for a period of 1 year after the date of termination. The DEVELOPER shall be liable for any additional costs incurred by the County as a result of the termination of this AGREEMENT. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT on the respective dates under each signature, by and through their authorized representatives.

DEVELOPER

COTTAGES AT LAKE HAMILTON, LLC,
a Florida limited liability company

By: COTTAGES AT LAKE HAMILTON MANAGEMENT, LLC, a Florida limited liability company, its manager.

By: _____
Name: Sammy Cohen
Title: manager

This 17th day of January, 2024.

COUNTY

BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY

_____
W.C. Braswell, Chairman

This _____ day of _____, 2024.

(SEAL)

ATTEST: Stacy M. Butterfield, Clerk

_____
Deputy Clerk

Approved by County Attorney
As To Form and Legal Sufficiency:

By: _____

Exhibit "A" - Transportation Improvements Depiction & Description

811 Know what's below. Call before you dig.

IMPROVEMENT PLAN

SWPP & DEMO PLAN

NORTH

SCALE: 1" = 20'

0 20' 40'

2600	CLIENT: MAS DEVELOPMENT	SLOAN Engineering Group
C1101	PROJECT: VISTAS AT LAKE HAMILTON	150 NORTH WOODLAWN AVENUE, BARTOW, FL 33830 PHONE: (863) 800-3046 - FAX: (863) 800-1159 FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #35247
	SR 544 TURN LANE IMPROVEMENT PLAN	DESIGNED BY: RE; DRAWN BY: RMCAL; CHECKED BY: RE
	W LAKE HAMILTON DR, WINTER HAVEN, FL	POLK Approved

Exhibit "B" – Cost Estimate

Vistas at Lake Hamilton - BID PROPOSAL

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SOFT COSTS				
1	Engineering Design	1	EACH	$7,600.00	$7,600.00
2	Off-site Survey	1	EACH	$17,500.00	$17,500.00
3	County Application Fee	1	EACH	$3,321.00	$3,321.00
	SOFT COSTS TOTAL				**$28,421.00**
	GENERAL CONDITIONS				
4	Supervision	4	EACH	$2,500.00	$10,000.00
5	Gas/Tolls/Truck Expense	4	EACH	$500.00	$2,000.00
6	Jobsite Technology	4	EACH	$250.00	$1,000.00
7	Silt Fence	306	LF	$3.50	$1,071.00
8	SWPP Monitoring	1	LS	$1,500.00	$1,500.00
9	Survey & As-Builts	1	LS	$15,000.00	$15,000.00
10	Testing	1	LS	$10,000.00	$10,000.00
	GENERAL CONDITIONS TOTAL				**$40,571.00**
	***ROADWAY OFFSITE FDOT ***				
11	Mobilization	1	LS	$20,000.00	$20,000.00
12	Traffic Maintenance	1	LS	$71,600.88	$71,600.88
13	Mill & Resurfacing 1.5" FC-12.5	740	SY	$32.90	$24,346.00
14	Widening 1.5" FC-12.5	1063	SY	$20.01	$21,270.63
15	Widening 2" type SP	363	SY	$49.15	$17,841.45
16	8" Limerock Base (LBR 100)	363	SY	$21.40	$7,768.20
17	12" Stabilization LBR 40	363	SY	$16.05	$5,826.15
18	8" Stabilized Shoulder	186	SY	$21.40	$3,980.40
19	Striping & Signage	1	LS	$8,000.00	$8,000.00
20	Manhole	1	EACH	$4,466.98	$4,466.98
21	18" HDPP	19	LF	$67.00	$1,273.00
22	Mitered End Section	1	EACH	$1,200.00	$1,200.00
23	Demo Exitsing Chain Link Fence and Mitered End	1	LS	$3,780.53	$3,780.53
24	Cut Proposed Area Using Cut of Materials Placed and Compacted	1	LS	$24,057.89	$24,057.89
25	Bahia Sod - ROW	409	SY	$3.65	$1,492.85
	ROADWAY OFFSITE TOTAL				**$216,904.96**
	CONTRACTOR FEES				
26	GL Insurance			1.50%	**$3,862.14**
27	Bond			2.00%	**$5,226.76**
28	Contractor OH&P			9.00%	**$23,990.84**
				TOTAL $	**318,976.70**

Polk County

Board of County Commissioners

Agenda Item R.12. 2/6/2024

SUBJECT

Approve an amended American Rescue Plan Fund Agreement with Aerospace Center for Excellence, Inc. (No Fiscal Impact)

DESCRIPTION

On March 11, 2021, the American Rescue Plan Act of 2021 was signed into law which included the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). The Act was designed to facilitate the United States' recovery from the COVID pandemic. Of the $1.9 trillion approved, approximately $140.8 million was appropriated to Polk County BoCC. The Fiscal Recovery Funds are intended to provide to local government economic relief in response to the impacts of COVID.

A portion of the ARP Funding, $10.5 million, was allocated to address COVID's impact on public health and economic harm to households, small businesses, nonprofits, and impacted industries. In October 2021, the Board of County Commissioners requested and received proposals from applicants who qualified based upon the criteria that 1) the business/non-profit is located in Polk County, 2) the business/non-profit has been active as of January 1, 2021, and 3) the business/non-profit was negatively impacted by COVID. The Board selected recipients to receive an ARP Fund award to address these impacts.

Aerospace Center for Excellence is a 501(c)(3) non-profit that markets and supports dozens of year-round events, including the Aerospace Expo. Proceeds from these events are the primary source of funding for The Aerospace Center for Excellence (ACE), which has emerged as a nationally-recognized leader in STEM-related and aerospace education through its various learning centers, outreach programs, scholarships, and summer camps aimed at engaging, educating, and accelerating the next generation of aerospace professionals. This funding will develop, open, and operate small business incubators within the County.

The original agreement was signed by the Board on April 5, 2022, and an amendment was signed on June 6, 2023. This amendment to the original contract will allow Aerospace Center for Excellence, Inc., to update the budget categories to correspond to the original contract. This amendment does not change the amount of the original award of $600,000.

RECOMMENDATION

Request the Board approve a second amendment to the Coronavirus State and Local Fiscal Recovery Funds American Rescue Plan Agreement Aerospace Center for Excellence, Inc.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Christia Johnson
Budget and Management Services Division
Phone: 863-534-5985

FIRST AMENDMENT TO AN AMERICAN RESCUE PLAN LOCAL FISCAL RECOVERY FUNDING AGREEMENT BETWEEN POLK COUNTY AND AEROSPACE CENTER FOR EXCELLENCE, INC.

THIS SECOND AMENDMENT ("Amendment") to an American Rescue Plan Local Fiscal Recovery Funding Agreement is entered into as of January 23, 2024 the ("Amendment Effective Date") by and between Polk County (the "County"), a political subdivision of the State of Florida, and Aerospace Center for Excellence, Inc. ("Recipient"), a Florida not for profit corporation;

WHEREAS, the County and Recipient entered an American Rescue Plan Local Fiscal Recovery Funding Agreement (the "Agreement") dated April 5, 2022, and revised by a First Amendment dated as of June 6, 2023 (collectively the "Agreement") and

WHEREAS, to update and clarify the Recipient's use of the Recipient Funds, the parties have agreed to a revised Agreement Scope of Use;

NOW, THEREFORE, in consideration of the mutual covenants stated in this Amendment and other valuable consideration, the parties hereby agree as follows:

1. The recitals stated above are true, correct, and the bases for this Amendment.

2. Unless otherwise defined herein, the terms used in this Amendment are defined in the Agreement.

3. As of the Amendment Effective Date, Agreement Exhibit "A" Scope of Use is amended and restated in its entirety by the Amended and Restated Scope of Use attached to and made a part of this Amendment as Exhibit "A."

4. The Agreement as revised by this Amendment continues in force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

Aerospace Center for Excellence, Inc.,
a Florida not for profit corporation

By: Tracy T Neal

Name: TRACY T NEAL

Title: CFO

ATTEST:

By:

Name: Eric Camp

Title: COO

POLK COUNTY, a political subdivision of the State of Florida

By: _____

W.C. Braswell, Chair
Board of County Commissioners

ATTEST:

Stacy M. Butterfield, Clerk of the Board

By: _____
Deputy Clerk

Date Signed by County: _____

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office

EXHIBIT "A"

AMENDED AND RESTATED SCOPE OF USE

Party we are entering the agreement with:

Aerospace Center for Excellence, Inc.

Purpose of the program awarded the funding:

This is a critical Phase 1 of a two part request to revolutionize small business support and succes in Polk County. Phase 2 involves a multi-year construction and equipment request to build or renovate 20,000aq. Ft. of incubator and studio space in each of the locations. By leveraging private investment, with city/airport investments of land and operating funds, along with County, State and Federal investment, business vitality is to super charged and we reverse the damage of COVID to the economy. Work positively to engage insitutions of higher education to explore opportunities to partner in terms of offering courses, training cerificate, guest speakers and equipping the studio spaces, as well as the provision of student interns at all of the facilities.

Community to be served:

Polk County residents

Amount of the agreement:

$600,000

Performance Measures for the program:

1. Provide participant list of small businesses
2. Provide number of business training sessions/courses/seminars
3. Provide calendar of events/meetings/activities
4. Provide a list of marketing efforts
5. Provide locations of incubators

Federal required documentation to validate reimbursement

1. Quote packages if applicable
2. Contracts for purchases
3. Purchase orders if applicable
4. Invoices/Itemized Receipts
5. Proof of payment
    a. Check and bank statement
    b. Money order
    c. Cash receipt
    d. Electronic receipt
    e. Bank statement (transfers of payments for services between entities)
6. Payroll records (required to show time and wage)
    a. Timecards (Include name and date)
    b. Proof of payment to employee
    c. Cash receipt
    d. Electronic receipt
    e. Bank statement
7. Before and after photos if applicable

Project timeframes:

January 2022-December 2023 to track progress at quarterly intervals beginning at the mark of the first event.

Quarterly deadlines to be reported to the Budget Office as follows or until the funding has been completely disbursed at which time additional dates will be given:

- April 5, 2022 covering the period January 2022-March 2022
- July 5, 2022 for the period April 2022-June 2022
- October 5, 2022 for the period July 2022-September 2022
- January 5, 2023 for the period October 2022-December 2022
- April 5, 2023 for the period January 2023-March 2023
- July 5, 2023 for the period April 2023- June 2023

Disbursement of funding:

The County has disbursed $30,490.47 of the Recipient Funds to the Recipient on a reimbursement basis. As the Recipient does not have sufficient funds necessary to cover additional initial start-up costs for the two incubator sites, the County will disburse an initial pre-payment of $150,000 to pay those initial costs identified in the attached Scope of Use narrative. Once the Recipient has utilized the initial pre-payment amount, it will submit a detailed expenditure support package to the County Budget Office for validation and approval, together with an updated project status report and budget. Once the County has validated all prior expenditures and approved the updated project report and budget, the County will release an additional $150,000 tranche of the Recipient Funds to the Recipient for use in accordance with the updated project report and budget. The process of County pre-payment followed by the Recipient's submission of detailed expenditure report and updated project status and budget reports as a condition for the release of additional funds shall continue for third tranche of $150,000, then a fourth tranche of $100,000. The final tranche of the remaining Recipient Funds (currently projected to be approximately $19,509.53) will be released to the Recipient on a reimbursement basis.

In the event all funding is not utilized:

The organization will need to submit another proposal/application. In the new proposal, the awardee must detail why the supplemental items will be needed. The new proposal/application is not a guaranteed approval by the Board.

Administrative Fees

Not to exceed 10% of total award

Project: Polk County Business Incubation Network

Scope of Work:

This project will develop, open, and operate a minimum of 2 small business incubators/accelerators & support-programs within Polk County, Florida, and will continue its detailed collaborative planning process for several additional sites across the County, each with a unique specialty.

Specific activities to be performed will be:

- consulting with governmental and business leaders throughout the county on potential and preferred locations within Polk County for the sites;
- recruiting, hiring and maintaining incubator/accelerator staff;
- researching, negotiating, and leasing facilities;
- making needed repairs and modifications to leased space;
- purchasing equipment and furnishings;
- installing technology such as internet, cable, security systems, etc.; .
- developing a marketing plan and advertising campaign, website, and related promotional materials;
- recruiting qualified businesses to become incubator members and accelerator participants;
- advising and mentoring incubator/accelerator members and nurturing existing small businesses that require concentrated assistance to recover from economic challenges.
- conducting public workshops and engagements designed to improve small business performance, acumen, capacity and expertise in topic areas of relevance to the participants, particularly those businesses recovering from economic challenges related to the pandemic, natural disasters or similar.

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The Aerospace Center for Excellence, Inc. will utilize a related organization, Sun 'n Fun Fly-In Inc., a Florida not for profit corporation, to make repairs and modifications to a proposed incubator site located at the Lakeland Linder International Airport. Aerospace Center for Excellence has contracted with Elevate Aerospace & Logistics Incubator, Inc., a Florida not for profit corporation, to prepare and conduct daily operations at the Lakeland site and at a second incubator site located at 150 3rd St NW, Winter Haven, FL and/or other similar flex-office or incubator-type location as may be required in east Polk County in Winter Haven. The daily operations include furnishing and maintaining the site (to include necessary technology), recruiting and hiring incubator staff, developing and implementing the marketing plan, and recruiting qualified businesses to become incubator members.

The Winter Haven Economic Development Council, Inc. will also provide support at the Winter Haven site by current and future staff members that are skilled in small business management, practices and principles of business growth and development.

Timeline: In 2022, the Aerospace Center for Excellence Inc created two incubators, one on the SUN n FUN Fly-In Expo Campus under the name Elevate Aerospace and Logistics Incubator Inc and one in Winter Haven managed by the Winter Haven Economic Development Council. As of January 2023, both incubators are functioning but still growing and developing their services to new businesses in Polk County.

Updated Budget:

Updated Elevate Budget 2024 (Changes to WH)	Elevate Lakeland			Winter Haven			Total Budget
	2022	2023	2024	2022	2023	2024	Project
Staffing	$ 36,000.00	$49,000.00	$53,000.00	$ 28,000.00	$ 72,000.00	$ 80,000.00	$318,000.00
Rents	$ -	$ -	$ -	$ 1,900.00	$ 7,800.00	$ 7,800.00	$ 17,500.00
General Operations/Supplies	$ 4,000.00	$ 3,000.00	$ 3,000.00	$ -	$ 2,000.00	$ 10,000.00	$ 22,000.00
Utilities	$ 5,000.00	$ 8,000.00	$ 9,000.00	$ -	$ -	$ 6,000.00	$ 28,000.00
Furnishings/Repairs	$ 64,000.00	$ 5,000.00	$ 5,000.00		$ 750.00	$ 60,750.00	$135,500.00
Marketing/Website	$ 6,000.00	$25,000.00	$15,000.00		$ 2,500.00	$ 20,500.00	$ 69,000.00
Professional Services/Training		$ 5,000.00	$ 5,000.00	$ -	$ -	$ -	$ 10,000.00
	$115,000.00	$95,000.00	$90,000.00	$ 29,900.00	$ 85,050.00	$185,050.00	$600,000.00

Agenda Item R.13. 2/6/2024

SUBJECT

Future Business Leaders of America Week Proclamation

DESCRIPTION

To proclaim February 11-17, 2024, as Future Business Leaders of America Week

RECOMMENDATION

Approve Proclamation

FISCAL IMPACT

N/A

CONTACT INFORMATION

Cynthia Goss

CynthiaGoss@polk-county.net <mailto:CynthiaGoss@polk-county.net>
863.534.5927

Proclamation

WHEREAS, Future Business Leaders of America, Inc. (FBLA) is a non-profit educational organization dedicated to bringing business and education together in a positive working relationship through innovative leadership and career development programs; and

WHEREAS, FBLA members perform community service activities and strive to build a student's understanding of the realities of the modern business world; and

WHEREAS, FBLA teaches middle school, high school and college students basic business and leadership principles and assists them in the transition from school to work; and

WHEREAS, several schools in Polk County have active FBLA chapters,

NOW, THEREFORE, we hereby proclaim the week of **February 11-17, 2024,** as:

Future Business Leaders of America (FBLA) Week

POLK
COUNTY
Board of County Commissioners

Agenda Item R.14. 2/6/2024

SUBJECT

Polk County Agri-Fest Weeks Proclamation

DESCRIPTION

To proclaim February 26 - March 1 and March 4 - 8, 2024, as Polk County Agri-Fest Weeks

RECOMMENDATION

Approve Proclamation

FISCAL IMPACT

N/A

CONTACT INFORMATION

Cynthia Goss

CynthiaGoss@polk-county.net <mailto:CynthiaGoss@polk-county.net>
863-534-5927

Proclamation

WHEREAS, in 1988, members of the local agriculture sector, school board educators and the Polk Extension Office envisioned an educational program that would expand local students' knowledge of the agriculture industry; and

WHEREAS, for more than 30 years the Agri-Fest event has incorporated educational curriculum objectives into hands-on learning experiences related to locally-produced food and fiber commodities and careers in the agriculture industry, and has historically grown to serve more than 6,000 Polk fourth-grade students over a ten-day period each year; and

WHEREAS, the Polk County agriculture industry continues to be a primary economic driver with business revenues derived from agriculture, natural resources and related food industries.

Therefore, February 26 - March 1 and March 4 – 8, 2024, are hereby proclaimed:

Polk County Agri-Fest Weeks

POLK
COUNTY
Board of County Commissioners

Polk County

Board of County Commissioners

Agenda Item R.15. 2/6/2024

SUBJECT

Approve Modification State Housing Initiatives Partnership (SHIP) Rehabilitation program Homeowner Assistance Agreement and Grant Agreement for the property located in Haines City, FL for Case# RC22-SHIP-020. ($1,031.00 one-time expense).

DESCRIPTION

Case RC22-SHIP-020 was approved for rehabilitation on September 19, 2023, with a mortgage of $176,100.00 and a grant agreement of $8,969.20, for a total project cost of $185.069.20. During the rehabilitation it was determined that the City of Haines City requires two trees be planted in the front of the house. The additional cost of the trees is $1,000.00 and the additional recording costs will be $31.00. This increases the mortgage to $177,100.00 and the grant agreement to $9,000.20, for a total project cost of $186,100.20.

RECOMMENDATION

Request approval of this SHIP rehabilitation program agreement modification.

FISCAL IMPACT

Funds are available in the Affordable Housing Trust Fund.

CONTACT INFORMATION

Jennifer Cooper
Housing & Neighborhood Development Manager
jennifercooper@polk-county.net
863-534-5209

SHIP
Estimated Project Costs
Reconstruction
15383.340554028.5334420

Homeowner:	Melinda Williams			CASE No.	RC22-SHIP-020
	Eddie J. Jones				
	1416 Johns Avenue				
	Haines City, FL 33844				
			Modification No. 1		
Bid Amount	$ 176,100.00			$	177,100.00
HO Contribution					
Modification No. 1	$ 1,000.00	$	1,000.00		
Deferred Mortgage					
	$ 177,100.00				
Soft Costs (HOME GRANT)					
Service Delivery	2,680.20				
Appraisal	400.00				
Blue Prints	665.00				
Survey	800.00				
Haines City Admin. Waiver Fee	200.00				
Temp. Relocation	3,550.00				
Title Search	0.00				
Mtg Doc Fees	617.00	$	4.00		
Recording Fees	$ 44.00	$	27.00		
Add'l Recording Fees	$ 13.00				
	$ 8,969.20	$	31.00	$	9,000.20
Total					
				$	186,100.20
TOTAL PROJECT COSTS					

****

Polk Deferred Mortgage & Security Agreement	$	176,100.00
Modification No. 1	$	1,000.00
Grant Agreement	$	9,000.20
TOTAL	$	186,100.20

Housing & Neighborhood Development Division
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

SHIP PROGRAM
REHABILITATION/REPLACEMENT GRANT AGREEMENT
MODIFICATION

This Modification to the State Housing Initiatives Partnership (SHIP) Rehabilitation/Replacement Grant Agreement ("Grant Agreement") dated September 27, 2023 **by and between Polk County, a political subdivision of the State of Florida ("COUNTY")**, and **Melinda Williams and Eddie J. Jones (individually and collectively** ("OWNER")) (each a "Party" and collectively "Parties"), is entered as of this _____ day of _____, 2024

WHEREAS the Parties wish to increase the original grant agreement to cover additional cost of planting trees.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein, the parties hereto agree as follows:

1. Section 1 is hereby amended to read as follows:

   The OWNER(S) agree(s) to accept an increase of Thirty-One & No/100 Dollars($31.00) to the original grant agreement to be used for construction soft costs and temporary relocation benefits. This reduction is a result of modifications made to the original estimated recording costs.

2. This Amendment 1 is hereby made a part of the Grant Agreement. All provisions of the Grant Agreement not in conflict with this amendment are still in effect.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

ATTEST:

_____
Witness

_____
Witness

OWNER(s):

_____
Melinda Williams

_____
Eddie J. Jones

Attest:
Stacy M. Butterfield, Clerk

BY: _____
Deputy Clerk

Polk County, Florida, a political subdivision of the State of Florida

_____
W. C. Braswell, Chair BOCC Date
Board of County Commissioners

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20__, by Melinda Williams , who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20__, by Eddie J. Jones , who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires _____

Housing and Neighborhood Development
Housing Development Section
Drawer HS04 Post Office Box 9005
Bartow, Florida 33831-9005

MODIFICATION OF STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM HOUSING REHABILITATION/RECONSTRUCTION HOMEOWNER ASSISTANCE AGREEMENT

This Modification of the SHIP Housing Rehabilitation/Reconstruction Homeowner Assistance Agreement ("Modification") made this ____ day of _____202_ between **Melinda Williams and Eddie J. Jones** (individually and Collectively "Owner") and Polk County, a political subdivision of the State of Florida ("County"), hereby amends that certain Homeowner Assistance Agreement ("Agreement"), dated September 27, 2023, by and between the parties hereto.

WHEREAS, pursuant to the Agreement, the County agreed to provide SHIP funds to the Owners in the principal amount of $176,100.00 as a non-amortizing, zero percent (0%) interest rate Deferred Payment Loan ("DPL") for the purposes of Rehabilitation of an owner-occupied home.

WHEREAS the County now agrees to increase the amount of SHIP funds allocated to the Owner in the amount of $1,000.00 for a total DPL of $177,100.00 pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements exchanged herein and other good and valuable consideration, the parties hereto agree to modify the Agreement as follows:

1. The foregoing recitals are true and correct and are incorporated into the body of this Modification by reference.
2. Section 1: Form of Assistance: The body of this Section is deleted in its entirety and the following is inserted in its place:
   SHIP funds shall be used as a non-amortizing, zero percent (0%) interest rate. The Deferred Payment Loan ("DPL") in the principal amount of $177,100.00 to assist with Rehabilitation/ Reconstruction of an owner-occupied home and a grant agreement in the amount of $9,000.20 for construction soft costs.

3. Section 9: Duration of the Agreement: This body of this Section is deleted in its entirety and the following inserted in its place:

   The SHIP funds in the amount of $177,100.00 are provided as a direct SHIP subsidy in the form of a DPL of a 15-year, zero (0%) interest loan. The 15-year affordability period begins one year after the date of completion of the rehabilitation project of the owner-occupied property that is subject to this Agreement. The Agreement will terminate, and the total amount of the DPL loan will be forgiven at the end of the 15th year as long as the home remains the principal residence of the HOMEOWNER and the HOMEOWNER complies with all other terms of this Agreement, the Note and the Mortgage.

4. Except as specifically amended by this Modification, all provisions of the Agreement be and remain in full force and effect.

Housing and Neighborhood Development
Housing Development Section
Drawer HS04 Post Office Box 9005
Bartow, Florida 33831-9005

IN WITNESS WHEREOF, the parties hereto have caused this modification to be executed by the undersigned as duly authorized:

Attest:

Witness

Witness

Attest:
Stacy M. Butterfield, Clerk

BY: _____

Deputy Clerk

Owner(s):

Melinda Williams

Eddie J. Jones

Polk County, Florida, a political subdivision of the State of Florida

W. C. Braswell, Chair Date
Board of County Commissioners

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20__, by Melinda Williams , who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20__, by **Eddie J. Jones** , who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires _____

Prepared By: Jacqueline Goodin
Housing and Neighborhood Development
Housing Development Section
Drawer HS04, Post Office Box 9005
Bartow, Florida 33831-9005

MODIFICATION OF STATE HOUSING INITIATIVES PROGRAM (SHIP)
HOUSING REHABILITATOIN/RECONSTRUCTION
DEFERRED MORTGAGE and SECURITY AGREEMENT

This Modification of HOME Housing Rehabilitation/Reconstruction Deferred Mortgage and Security Agreement ("Modification") made this ___day of _____, 20__between Melinda Willams single woman whose post office address is 1416 Johns Avenue, Haines City, FL 33844 and Eddie J. Jones Single man whose post office address is 1214 Temple Circle, Haines City, FL 33844 (individually and collectively "Owner") and Polk County ("County") amends that certain Mortgage and Security Agreement ("Mortgage"), recorded in Book 12861 Pages 371 through 374 in the Official Records of Polk County, Florida and covering the real property ("Property") specifically described as follows:

> Lot 5 in Block 6 of SUNSET, according to the plat or map thereof described in Plat Book 13, at Page(s) 22, of the Public Records of Polk County, Florida.

WHEREAS, the County agrees to increase the credit line, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Mortgage as follows:

The Modification increases the Mortgage by **$1,000.00** for a total amount of $**177,100.00**.

The SHIP Rehabilitation/Reconstruction Deferred Mortgage and Security Agreement Mortgage Note ("Note") and SHIP Rehabilitation/Reconstruction Loan Agreement are hereby amended to provide for an increase in the credit limit in the amount of $**177,100.00**.

Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding and enforceable in accordance with their respective terms.

Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note or other credit agreement secured by the Mortgage. It is the intention of the County to retain as liable all parties to the Mortgage and all parties to the Modification, unless a party is expressly released by the County in writing.

If it is determined that any other person or entity other than the County shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and the County shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification.

It is understood by and is the intention of the parties hereto that any legal or equitable priorities of the County over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

The parties acknowledge having read all the provisions of this Modification and agree to its terms.

ATTEST:

_____
Witness

_____
Printed Name of Witness
Address of Witness Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

_____
Witness

_____
Printed Name of Witness
Address of Witness Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

OWNER:

_____
Melinda Williams

_____
Eddie J. Jones

ATTEST:
CLERK OF COURT
STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County Florida, a political subdivision of the State of Florida

By:_____
W C. Braswell, Chair Date
Board of County commissioners

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20__, by Melinda Williams, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires _____

(Notary signature on following page)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20__, by Eddie J. Jones, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires _____

Agenda Item R.16. 2/6/2024

SUBJECT

Accept Drainage Easement from Polk County Fraternal Order of Police, Inc. in conjunction with drainage improvements in the area of W. Brannen Road. (No Fiscal Impact)

DESCRIPTION

The County was contacted by the Polk County Fraternal Order of Police, Inc., a Florida not-for-profit corporation, which owns property located at the end of W. Brannen Road who expressing concerns regarding flooding on its property due to storm water runoff from the adjacent County roadway. County staff reviewed the area and has proposed improvements, consisting of inlets and drainage pipes to divert the stormwater runoff from the roadway to the north into an existing outfall area which would help to alleviate the flooding issues. To accommodate the construction and future maintenance of the proposed improvements the County requested an easement measuring 20-feet wide along the western boundary of the owner's property. The owner agreed to the County's request and has executed and delivered a Drainage Easement to the County. Accepting the Drainage Easement will allow the County to move forward with the proposed drainage improvements in an effort to alleviate flooding concerns in the area.

RECOMMENDATION

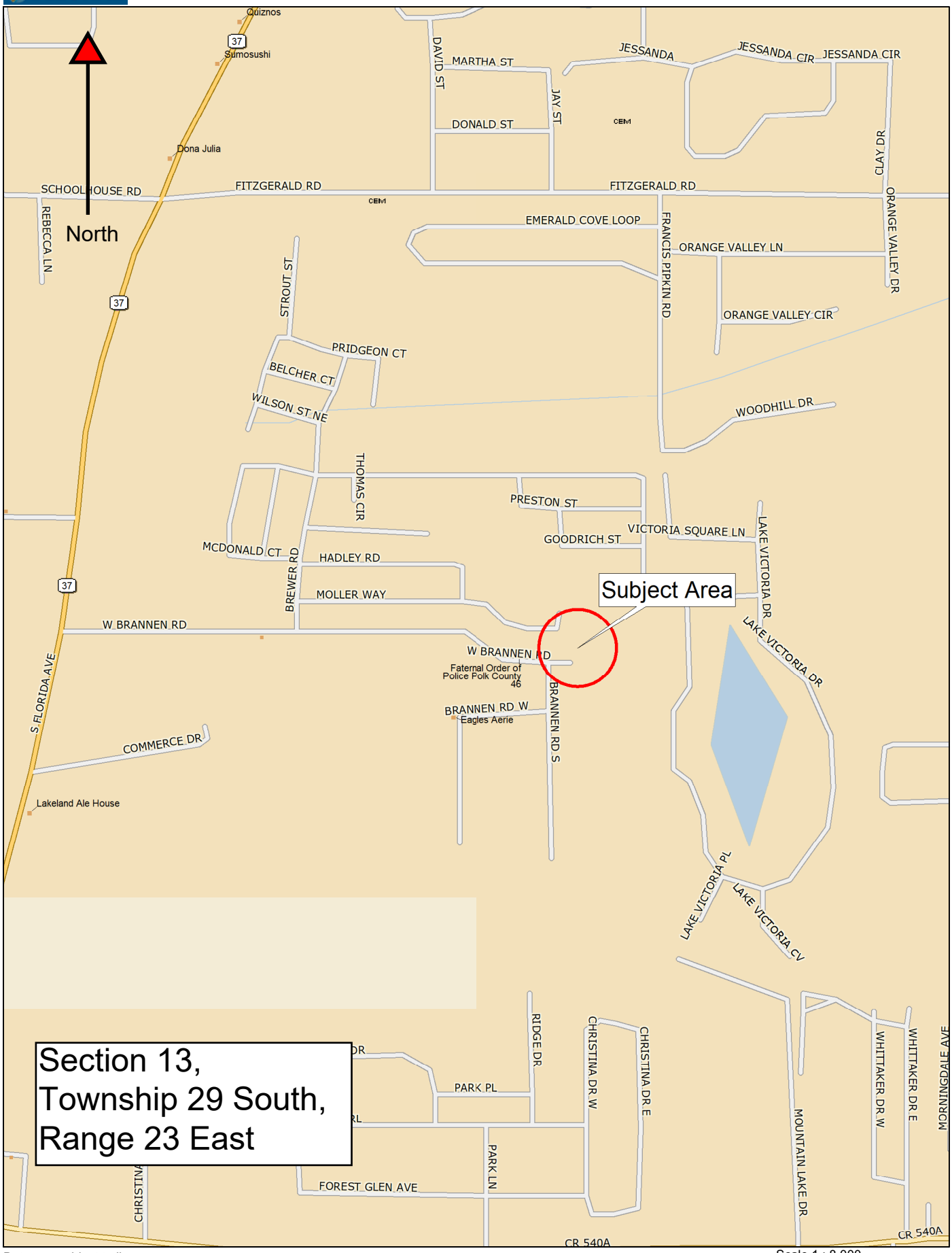
Request Board accept the afore-mentioned Drainage Easement.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

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

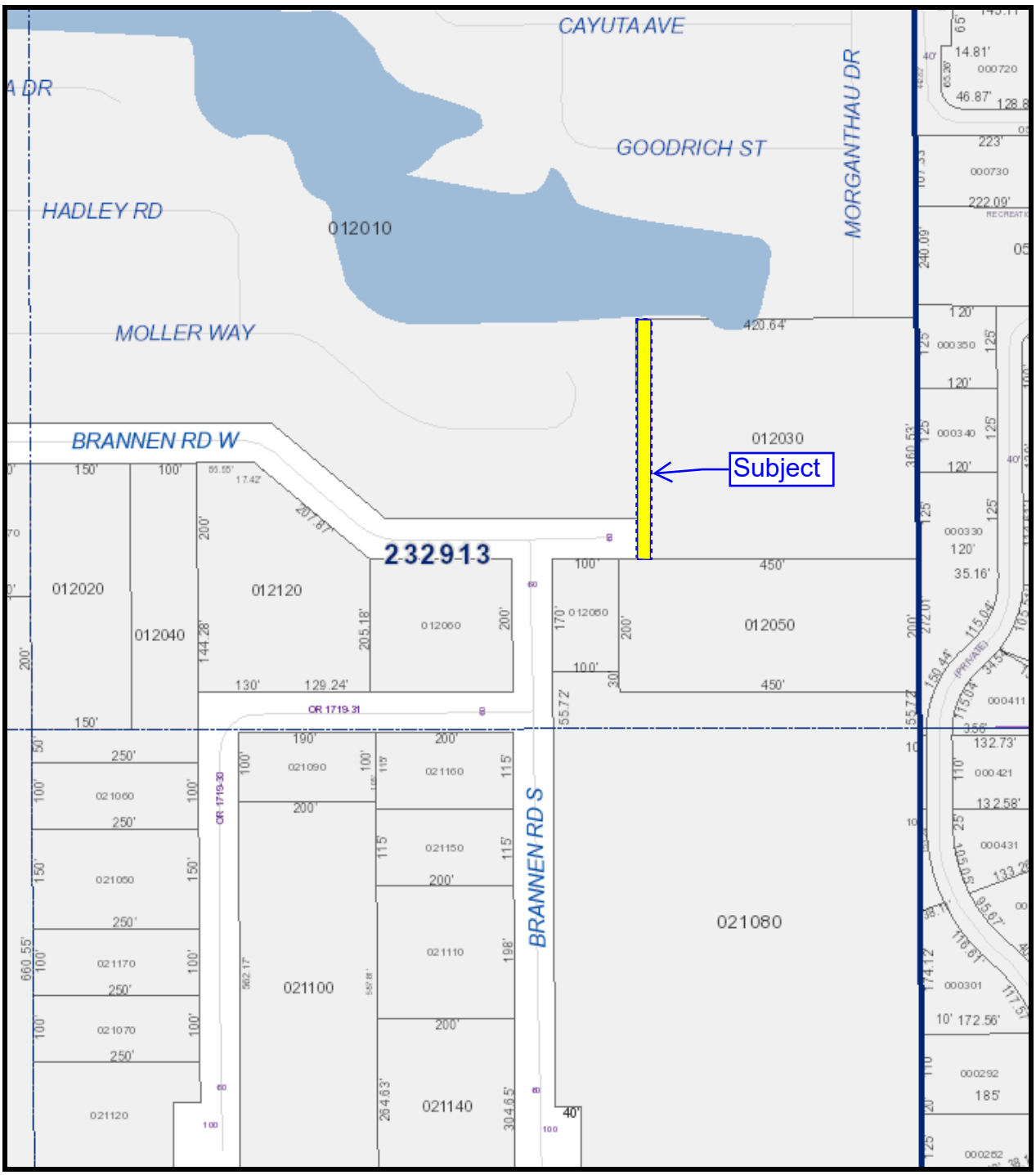


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TN
MN (6.2°W)

Scale 1 : 8,000
1" = 666.7 ft
Data Zoom 14-6

SECTION 13, TOWNSHIP 29 SOUTH, RANGE 23 EAST



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

W. Brannen Road Drainage

Parent Parcel ID No.: 232913-000000-012030

DRAINAGE EASEMENT

THIS EASEMENT made this 16th day of January, 2024, between **POLK COUNTY FRATERNAL ORDER OF POLICE, INC.,** a Florida not-for-profit corporation a/k/a The Fraternal Order of Police, Polk County Lodge #46, whose address is 125 W. Brannen Road, Lakeland, Florida 33807, Grantor, and **POLK COUNTY**, a political subdivision organized and existing in the State of Florida, whose mailing address is Post Office Box 988, Bartow, Florida 33831-9005, Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant unto the Grantee, its successors and assigns forever, a perpetual non-exclusive drainage easement for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and maintaining drainage facilities in, upon, under, over, across and through the following described land in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted.

Grantor covenants with the Grantee that it is lawfully seized of said lands and that he has good, right, and lawful authority to grant this easement.

Grantor, its successors and assigns, shall be responsible for maintenance of vegetation within the easement area.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in and on the date first above written.

Signed, Sealed and Delivered in The presence of:
(Signature of two witnesses required by Florida Law)

Witness
RICKY NEWMAN
Print Name
Address 6310 TOCOBEGA DR. LAKELAND, FL.

Witness
Lawrence C. Updike Jr.
Print Name
Address 1920 S. Highland Park Dr, Lakeland FL

POLK COUNTY FRATERNAL ORDER OF POLICE, INC., a Florida not-for-profit corporation a/k/a The Fraternal Order of Police, Polk County Lodge #46

By: William Troy Chastain
William Troy Chastain, Vice-President

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, me by means of ☑ physical presence or ☐ online notarization, this 16TH day of JANUARY, 2024, by William Troy Chastain, as Vice-President of Polk County Fraternal Order of Police, Inc., a Florida not-for-profit corporation a/k/a The Fraternal Order of Police, Polk County Lodge #46, who is ☐ personally known to me or ☑ has produced FLDL # C235-938-66-105-0 as identification.

(AFFIX NOTARY SEAL)

RICKY LEE NEWMAN
Notary Public-State of Florida
Commission # HH 190585
My Commission Expires
October 25, 2025

Notary Public

RICKY NEWMAN
Print Name

My Commission Expires: OCT 25, 2025

Project Number: 9313E23-1
Project Name: W BRANNEN ROAD
Tax Folio Number: 232913000000012030

DESCRIPTION

The West 20.00 feet of the following described parcels:

The North 300 feet of the South 615.72 feet of the East 420.64 feet of the Southeast 1/4 of the Northeast 1/4 of Section 13, Township 29 South, Range 23 East, Polk County, Florida,

AND

The South 60.53 feet of the North 360.53 feet of the South 615.72 feet of the East 420.64 feet of the Southeast 1/4 of the Northeast 1/4 of Section 13, Township 29 South, Range 23 East, Polk County, Florida.

Containing 7,211 square feet, more or less.

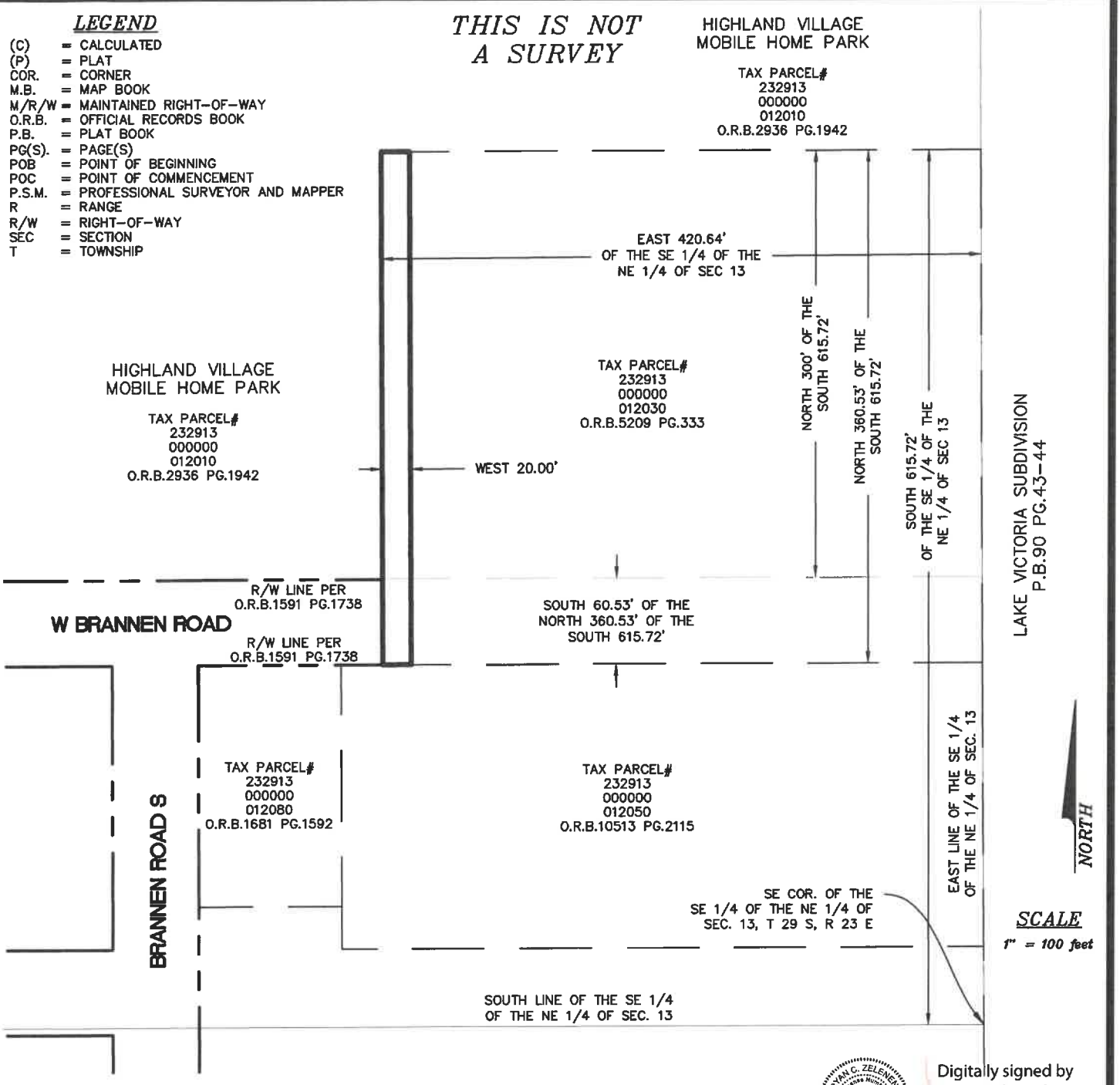
SHEET 1 OF 2 FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

LEGEND

(C)	=	CALCULATED
(P)	=	PLAT
COR.	=	CORNER
M.B.	=	MAP BOOK
M/R/W	=	MAINTAINED RIGHT-OF-WAY
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG(S).	=	PAGE(S)
POB	=	POINT OF BEGINNING
POC	=	POINT OF COMMENCEMENT
P.S.M.	=	PROFESSIONAL SURVEYOR AND MAPPER
R	=	RANGE
R/W	=	RIGHT-OF-WAY
SEC	=	SECTION
T	=	TOWNSHIP

THIS IS NOT A SURVEY



Digitally signed by Bryan Zelenenki
Date: 2023.11.21 08:31:32 -05'00'

SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 1 OF 2 FOR DESCRIPTION.

DATE 11/20/23

BRYAN C. ZELENENKI, P.S.M.
FLORIDA REGISTRATION #7140
SURVEYING AND MAPPING SECTION

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

DESCRIPTION SKETCH

LOCATED IN SECTION 13, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880
PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No.	Drawn by:	Checked by:	Check Date:
2 of 2	BCZ	JRN	11/20/23
Parcel Number:	**PREPARED FOR:**		**File Name:**
N/A	REAL ESTATE SERVICES		9313E23-1

POLK COUNTY

Polk County

Board of County Commissioners

Agenda Item R.17. 2/6/2024

SUBJECT

Accept Quit Claim Deed for property being donated for conservation preservation, Tuttle parcel. (No fiscal impact)

DESCRIPTION

The County's Land Donation Program allows property owners to donate property to the County for which there is a need or use by the County. The owner of a parcel of land contacted the County and offered to donate his property to the County. The property, identified as Parcel ID Number 313203-000000-024240, is a vacant parcel located in the southeast part of the County. County staff reviewed the property and determined that there is a use for the property as it is located within a recognized State Conservation Area known as the Bombing Range Ridge Florida Forever Board of Trustees - Project Area as well as being located within the Avon Park Bombing Range Buffer area. The subject property is a rectangular-shaped parcel containing approximately 1.25-acres which has very little market value and limited or no access.

Timothy Tuttle acquired the property in 2006 and he has executed and delivered a Quit Claim Deed to the County for the conveyance of the property. Accepting and approving the deed for recording will allow the County to take ownership of the property being donated to be utilized for conservation preservation.

RECOMMENDATION

Request Board accept the afore-mentioned Quit Claim Deed.

FISCAL IMPACT

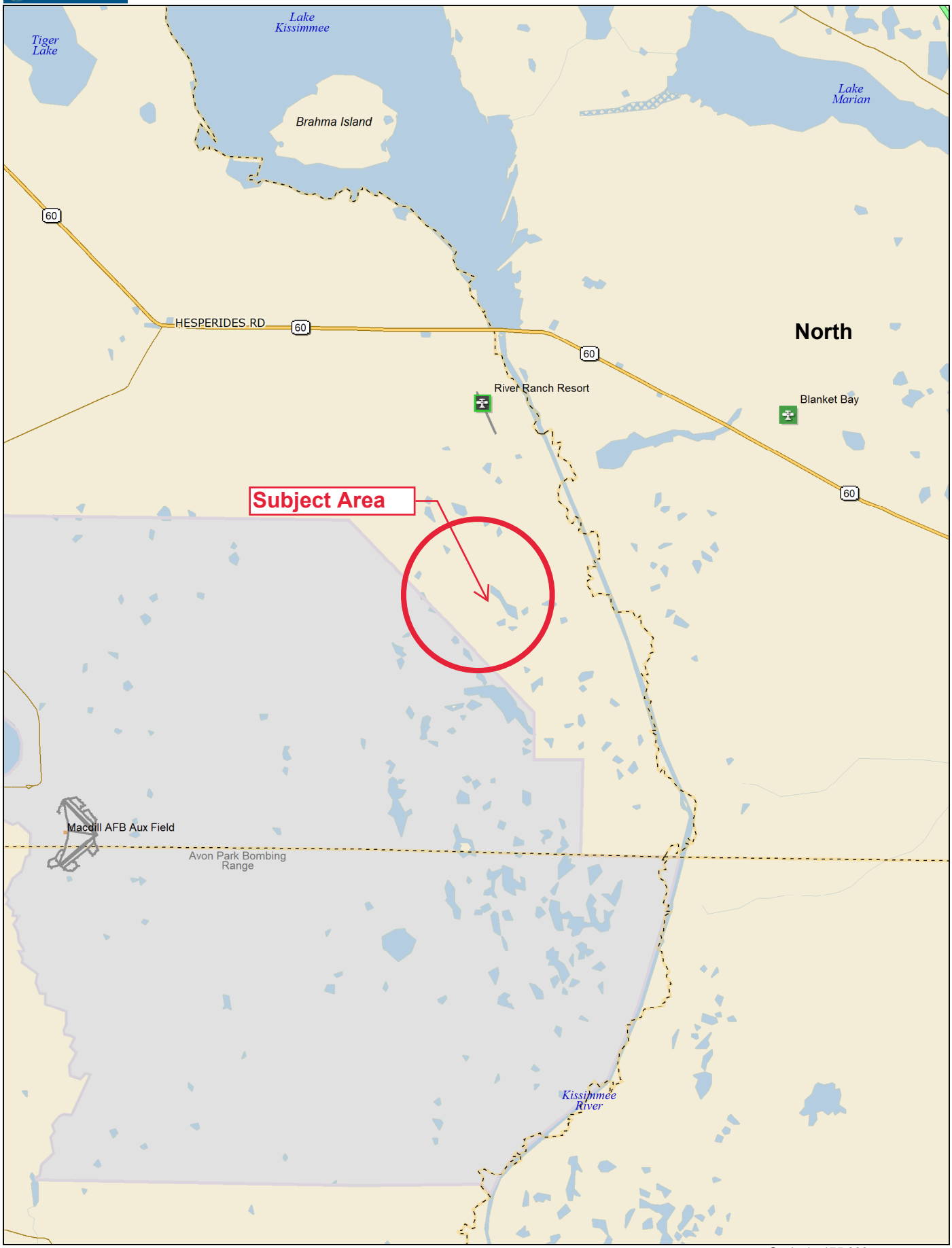
No fiscal impact.

CONTACT INFORMATION

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

Section 03, Township 32 South, Range 31 East

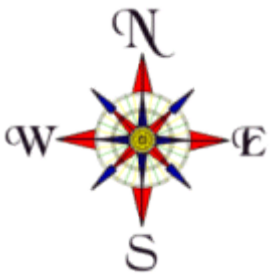
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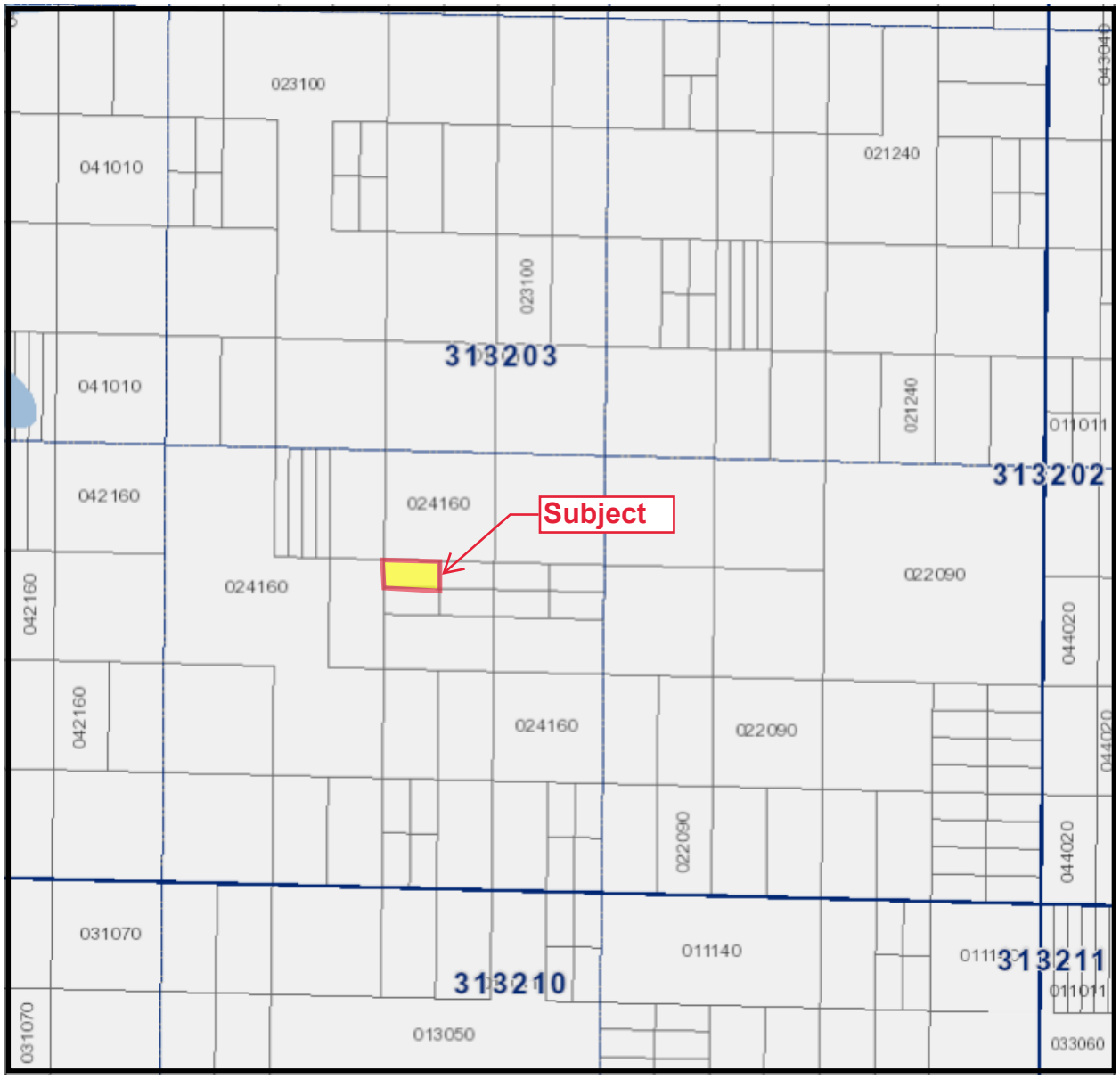
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TN
MN (6.7°W)

Scale 1 : 175,000
1" = 2.76 mi
Data Zoom 10-2



SECTIONS 03, TOWNSHIP 32 SOUTH, RANGE 31 EAST



This Instrument prepared under the direction of
R. Wade Allen, Administrator
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Teresa Haas
Project Name: Conservation Donation
Bombing Range Ridge FFBOT

Parent Parcel ID Nos.: 313203-000000-024240

(Individual)

QUIT CLAIM DEED

THIS INDENTURE, made this 19 day of January, 2024, between **TIMOTHY TUTTLE**, whose address is 1703 Country Trails Drive, Safety Harbor, Florida 34695, Grantor and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar, to him in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, quit claim, and convey unto the Grantee, its successors and assigns all right, title, interest, claim, and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

Northwest 1/4 of North 1/2 of Southwest 1/4 of Northeast 1/4 of Southwest 1/4 of Southeast 1/4 Less 1/2 Interest in Oil Gas and Mineral Rights of River Ranch Acres, Section 03, Township 32 South, Range 31 East, of Polk County, Florida. Parcel ID #313203-000000-024240

Being the same property described in that certain Special Warranty Deed in Official Records Book 6962 at Page 951, Public Records of Polk County, Florida.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.

The property described herein does not constitute the homestead property of the Grantor.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Witness
Print Name Kelly S. Picot
Address 1968 Beckett Lake Dr.
Clearwater, FL 33763

Witness
Print Name Kevin Marsar
Address 122 Oak Crest Dr
Safety Harbor FL 34695

Timothy Tuttle

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19 day of January, 2024 by Timothy Tuttle, who ☑ is personally known to me or ☑ has produced FL Drivers License as identification.

(AFFIX NOTARY SEAL)

KELLY S. PICOT
MY COMMISSION # HH 486473
EXPIRES: June 5, 2027

Notary Public
Print Name Kelly S. Picot

My Commission Expires 6-5-27

Agenda Item R.18. 2/6/2024

SUBJECT

Accept instrument for additional rights-of-way along Powerline Road and East Johnson Avenue as requested through the Development Review Process. (No fiscal impact)

DESCRIPTION

As a result of proposed development adjacent to County roadways, the County, through its Development Review Process has requested additional right-of-way in order to bring the rights-of-way adjacent to the subject site up to current road classification standards. The owner has executed and delivered an instrument to Polk County for the additional rights-of-way.

Accepting the following instrument will give the County the right-of-way needed to upgrade the existing rights-of-way to meet current road classification standards.

1. Quit Claim Deed from Grove Haines City, LLC, for additional right-of-way along Powerline Road and East Johnson Avenue Road (CR 580) in conjunction with proposed commercial development. The subject right-of-way lies in Section 23, Township 27 South, Range 27 East.

RECOMMENDATION

Request Board accept the afore-mentioned Quit Claim Deed.

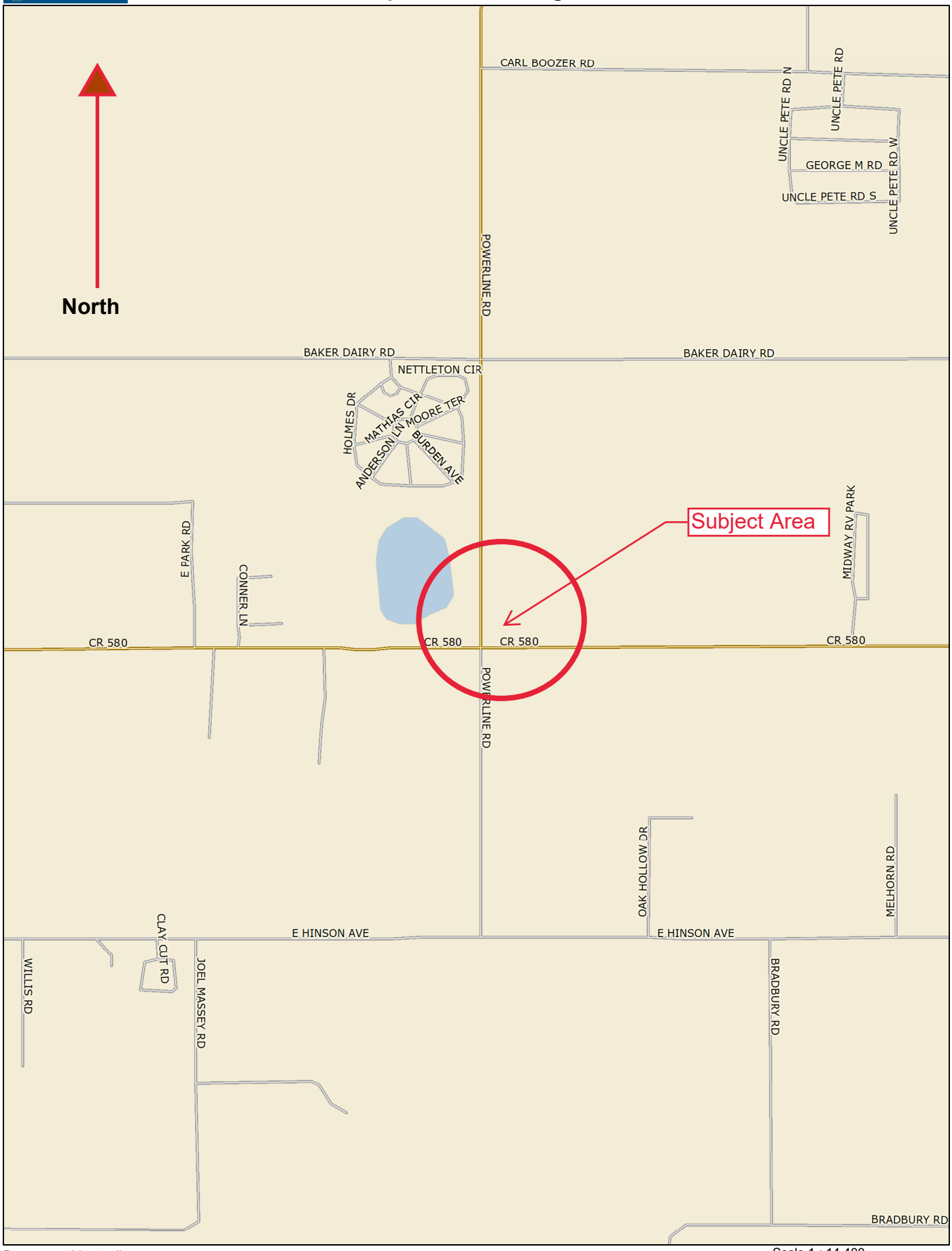
FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

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

Section 23, Township 27 South, Range 27 East



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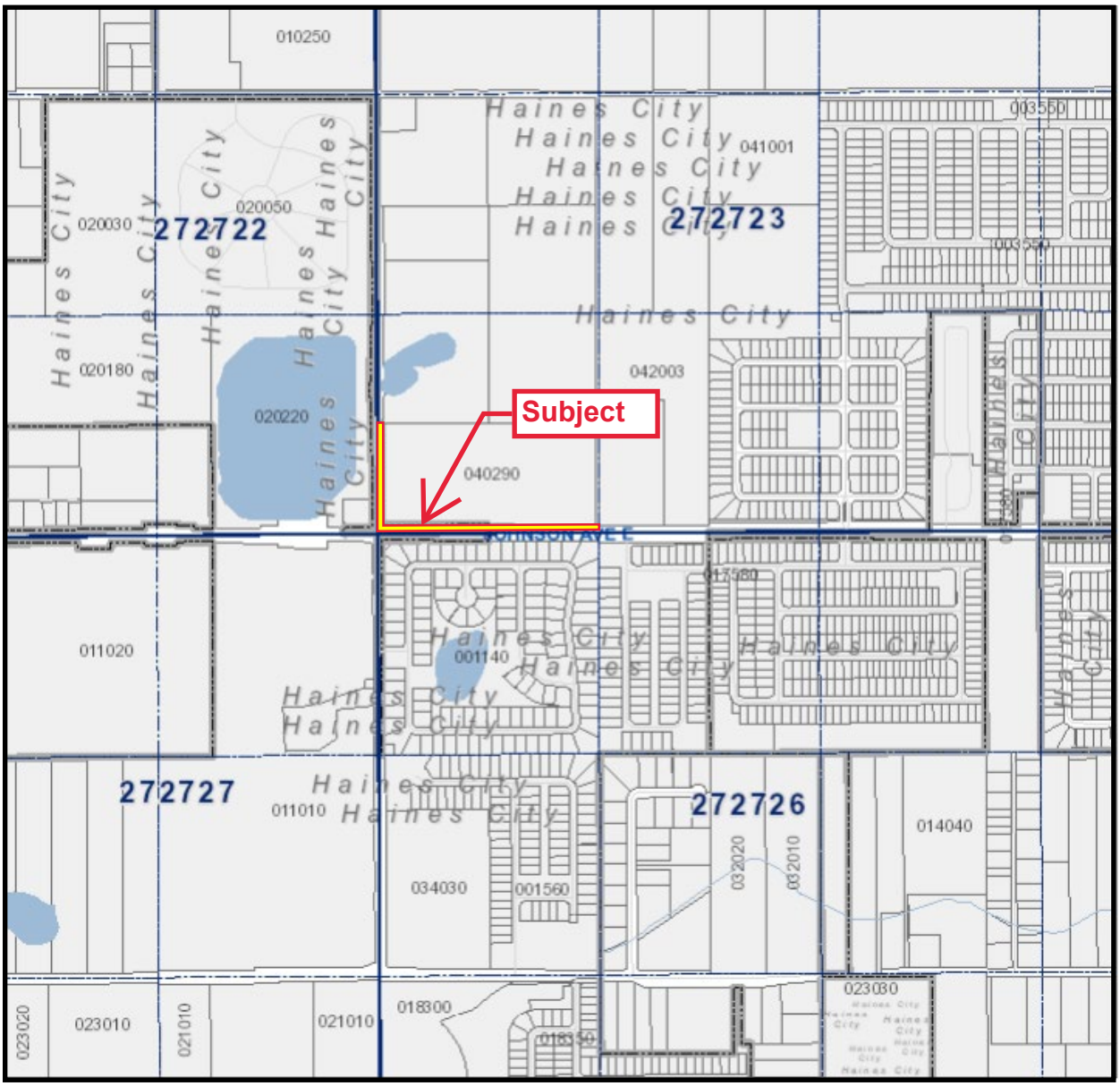
TN
MN (6.5°W)

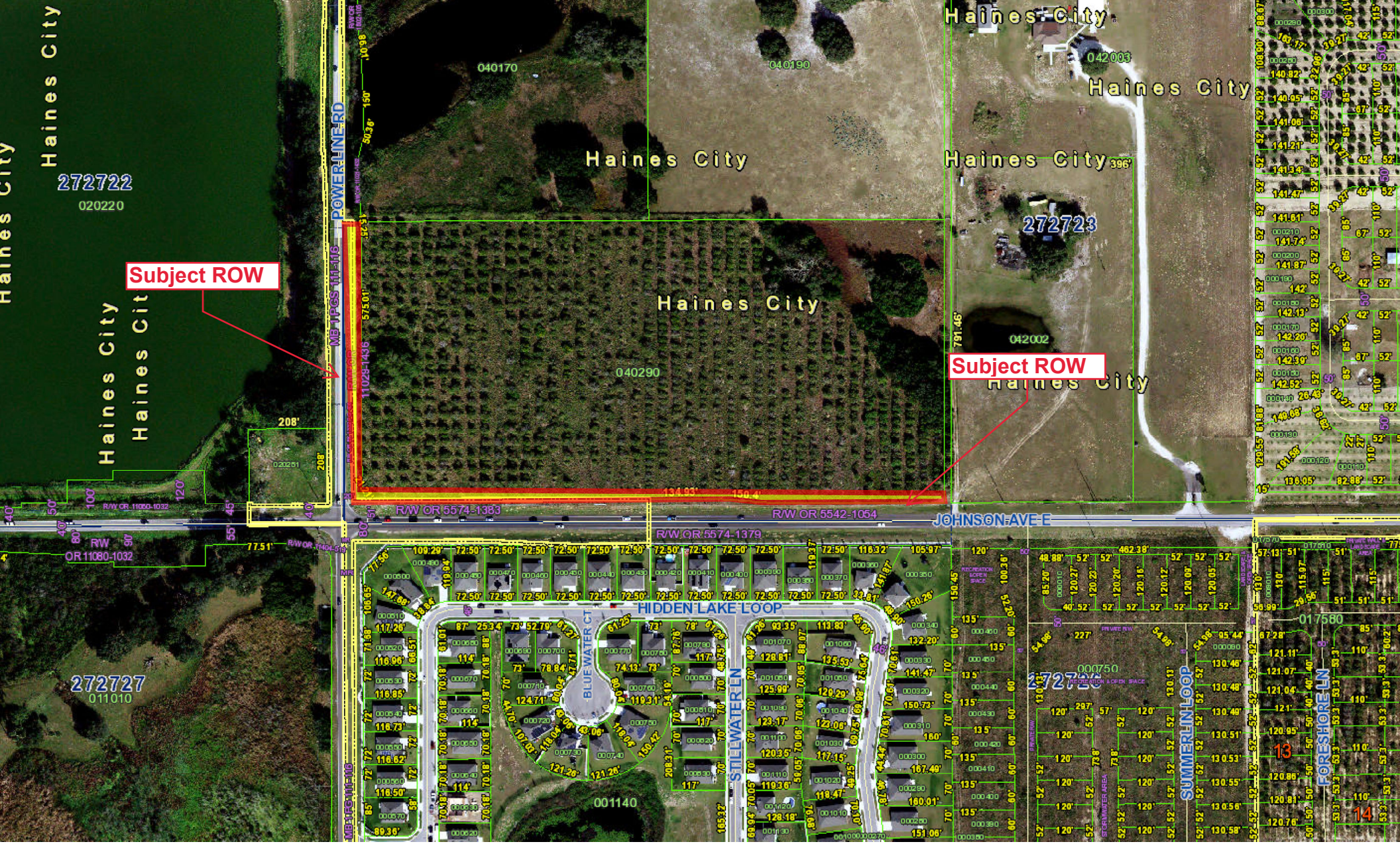
Scale 1 : 14,400

0 400 800 1200 1600 2000 ft
0 120 240 360 480 600 m

1" = 1,200.0 ft Data Zoom 13-7

SECTIONS 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST




Subject ROW
Subject ROW
Haines City
POWERLINE RD
JOHNSON AVE E
HIDDEN LAKE LOOP
BLUE WATER CT
STILLWATER LN
SUMMERLIN LOOP
FORESHORE LN
R/W OR 5574-1383
R/W OR 5542-1054
R/W OR 5574-1379
272722
020220
272723
042003
042002
040170
040190
040290
272727
011010
001140
017580
000750

This Instrument prepared under the direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: DRC – Powerline Rd and E. Johnson Ave. R/W
LDNON-2022- 132 & 232

Parent Parcel ID No.: 272723-757500-040290

QUIT CLAIM DEED

THIS INDENTURE, made this 17th day of January, 2024, between **GROVE HAINES CITY, LLC**, a Florida limited liability company, whose address is 3803 Coconut Palm Drive, Tampa, Florida 33619, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, quit claim, and convey unto the Grantee, its successors and assigns all right, title, interest, claim, and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

SEE EXHIBITS "A" and "B"

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Witness #1

STEPHANIE CORRADO
Print Name

1000 CENTURY PARK DR. TAMPA, FL 33607
Address

Witness #2

Jeremy Houser
Print Name

1000 Century Park Dr. Tampa FL 33607
Address

GROVE HAINES CITY, LLC, a Florida limited liability company

By: _____
Anthony Saravanos, Manager

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 17th day of Jan, 2023, by Anthony Saravanos, as Manager of Grove Haines City, LLC, a Florida limited liability company, on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

MICHELLE A CLARK
Notary Public, State of Florida
Commission No. HH 471557
My Comm. Exp. Dec. 10, 2027

Michelle A Clark
Notary Public

Michelle A Clark
Printed Name of Notary

HH471557 Dec 10, 2027
Commission Number and Expiration Date

DESCRIPTION:

THAT PART OF THE WEST 60 FEET OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY FLORIDA LYING WITHIN TRACT 32, FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, EAST OF AND CONTIGUOUS TO THE RIGHT OF WAY OF POWER LINE ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 11029, PAGE 1436, AND NORTH OF AND CONTIGUOUS TO THE RIGHT OF WAY OF JOHNSON AVENUE AS DESCRIBED IN OFFICIAL RECORD BOOK 5574, PAGE 1383, ALL OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF SAID SECTION 23, AND RUN THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 23, N00°15'17"W A DISTANCE OF 659.43 FEET; THENCE N89°49'24"E A DISTANCE OF 38.90 FEET TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SAID POWER LINE ROAD AND THE NORTH LINE OF SAID TRACT 32 FOR A POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE OF TRACT 32, N89°49'24"E A DISTANCE OF 21.10 FEET; THENCE S00°15'17"E A DISTANCE OF 608.37 FEET TO SAID NORTH RIGHT OF WAY LINE OF JOHNSON AVENUE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE S89°45'39"W A DISTANCE OF 9.91 FEET TO SAID EAST RIGHT OF WAY LINE OF POWER LINE ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: (1) N31°28'13"W A DISTANCE OF 21.07 FEET; (2) N00°14'06"W A DISTANCE OF 575.01 FEET; (3) N02°01'00"W A DISTANCE OF 15.37 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. NORTH AND THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (NAD 83, 2011 ADJUSTMENT). THE BEARING OF S89°45'51" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 23 IS HELD AS REFERNCE.

2. THIS DESCRIPTION IS NOT VALID UNLESS ACCOMPANIED BY THE SKETCH ON SHEETS 2 OF 2.

NOT VALID WITHOUT A DIGITAL SIGNATURE OR A SIGNATURE AND ORIGINAL RAISED SEAL

ROBERT E. LAZENBY IV, PSM #6369

BASEPOINT SURVEYING, INC.
MAILING: P.O. BOX 253, BARTOW, FL 33831
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

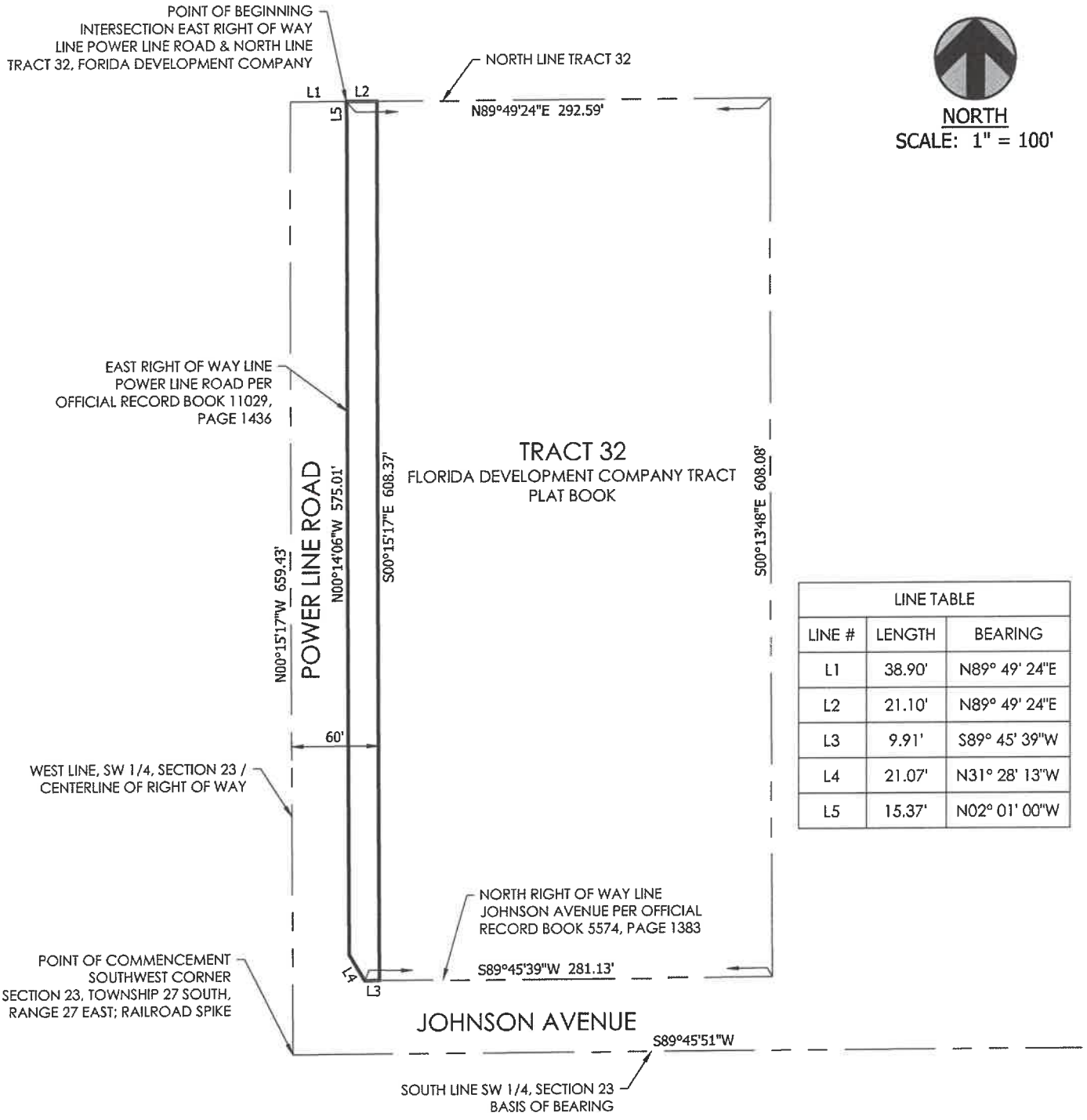
SHOPS AT THE GROVE
Section 23, Township 27 S, Range 27 E

NOT A SURVEY
SKETCH OF DESCRIPTION
SHEET 1 OF 3

DRAWING: #####

JOB #10684-1

Exhibit "A" - Sheet 2 of 2



LINE TABLE		
LINE #	LENGTH	BEARING
L1	38.90'	N89° 49' 24"E
L2	21.10'	N89° 49' 24"E
L3	9.91'	S89° 45' 39"W
L4	21.07'	N31° 28' 13"W
L5	15.37'	N02° 01' 00"W

NOT VALID WITHOUT A DIGITAL SIGNATURE OR A SIGNATURE AND ORIGINAL RAISED SEAL

ROBERT E. LAZENBY IV, PSM #6369

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SHOPS AT THE GROVE
Section 23, Township 27 S, Range 27 E

NOT A SURVEY
SKETCH OF DESCRIPTION
SHEET 2 OF 2

DRAWING: #####

JOB #10684-1

DESCRIPTION:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY FLORIDA LYING WITHIN TRACTS 29 - 32, FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, NORTH OF AND CONTIGUOUS TO THE NORTH RIGHT OF WAY LINE OF JOHNSON AVENUE AS DESCRIBED IN OFFICIAL RECORD BOOK 5574, PAGE 1383, AND OFFICIAL RECORD BOOK 5542, PAGE 1054, AND STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 16840-2601, AND EAST OF THE EAST RIGHT OF WAY LINE OF POWERLINE ROAD DESCRIBED IN OFFICIAL RECORD BOOK 11029, PAGE 1436, ALL OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF SAID SECTION 23, AND RUN THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 23, N00°15'17"W A DISTANCE OF 659.43 FEET; THENCE N89°49'24"E A DISTANCE OF 38.90 FEET TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SAID POWER LINE ROAD AND THE NORTH LINE OF SAID TRACT 32; THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: (1) S02°01'00"E A DISTANCE OF 15.37 FEET; (2) S00°14'06"E A DISTANCE OF 575.01 FEET; (3) S31°28'13"E A DISTANCE OF 21.07 FEET TO SAID NORTH RIGHT OF WAY LINE OF JOHNSON AVENUE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, N89°45'39"E A DISTANCE OF 9.91 FEET TO THE POINT OF BEGINNING. CONTINUE THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: (1) N89°45'39"E A DISTANCE OF 736.38 FEET; (2) THENCE S85°59'47"E A DISTANCE OF 150.59 FEET; (3) N89°44'45"E A DISTANCE OF 378.33 FEET TO THE EAST LINE OF SAID TRACT 29; THENCE ALONG SAID EAST LINE OF TRACT 29, N00°09'22"W A DISTANCE OF 10.00 FEET; THENCE S89°44'45"W A DISTANCE OF 377.98 FEET; THENCE N85°59'47"W A DISTANCE OF 150.59 FEET; THENCE S89°45'39"W A DISTANCE OF 736.75 FEET; THENCE S00°15'17"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. NORTH AND THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (NAD 83, 2011 ADJUSTMENT). THE BEARING OF S89°45'51" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 23 IS HELD AS REFERNCE.

2. THIS DESCRIPTION IS NOT VALID UNLESS ACCOMPANIED BY THE SKETCH ON SHEET 2 & 3 OF 3.

NOT VALID WITHOUT A DIGITAL SIGNATURE OR A SIGNATURE AND ORIGINAL RAISED SEAL

Robert E Lazenby IV
Digitally signed by Robert E Lazenby IV
Date: 2023.05.19 08:18:21 -04'00'

ROBERT E. LAZENBY IV, PSM #6369

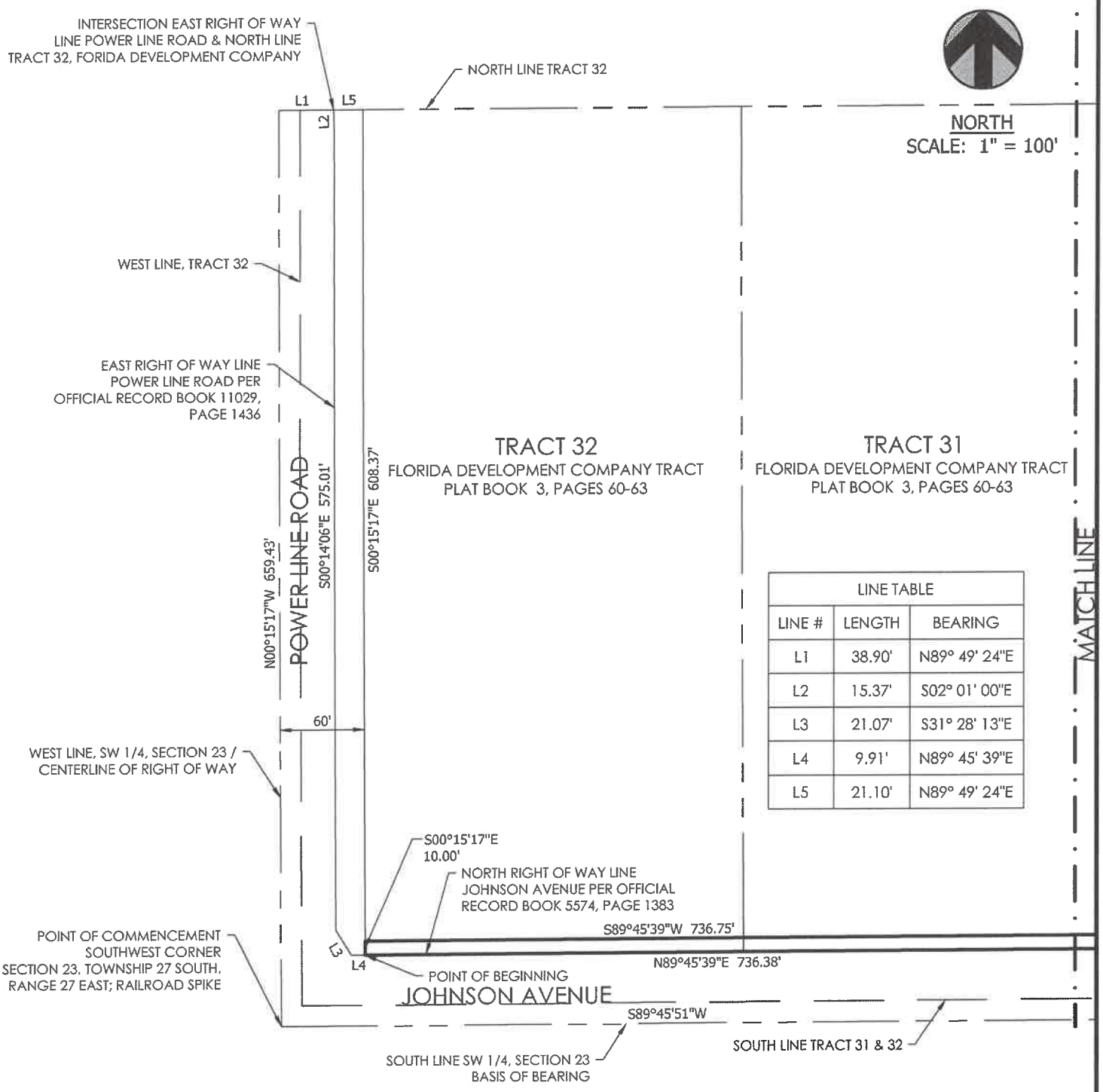
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FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

SHOPS AT THE GROVE
Section 23, Township 27 S, Range 27 E

NOT A SURVEY
SKETCH OF DESCRIPTION
SHEET 1 OF 3

DRAWING: #####

JOB #10684-1



LINE TABLE		
LINE #	LENGTH	BEARING
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L2	15.37'	S02° 01' 00"E
L3	21.07'	S31° 28' 13"E
L4	9.91'	N89° 45' 39"E
L5	21.10'	N89° 49' 24"E

NOT VALID WITHOUT A DIGITAL SIGNATURE OR A SIGNATURE AND ORIGINAL RAISED SEAL

Robert E Lazenby IV

Digitally signed by Robert E Lazenby IV
Date: 2023.05.19 08:18:44 -04'00'

ROBERT E. LAZENBY IV, PSM #6369

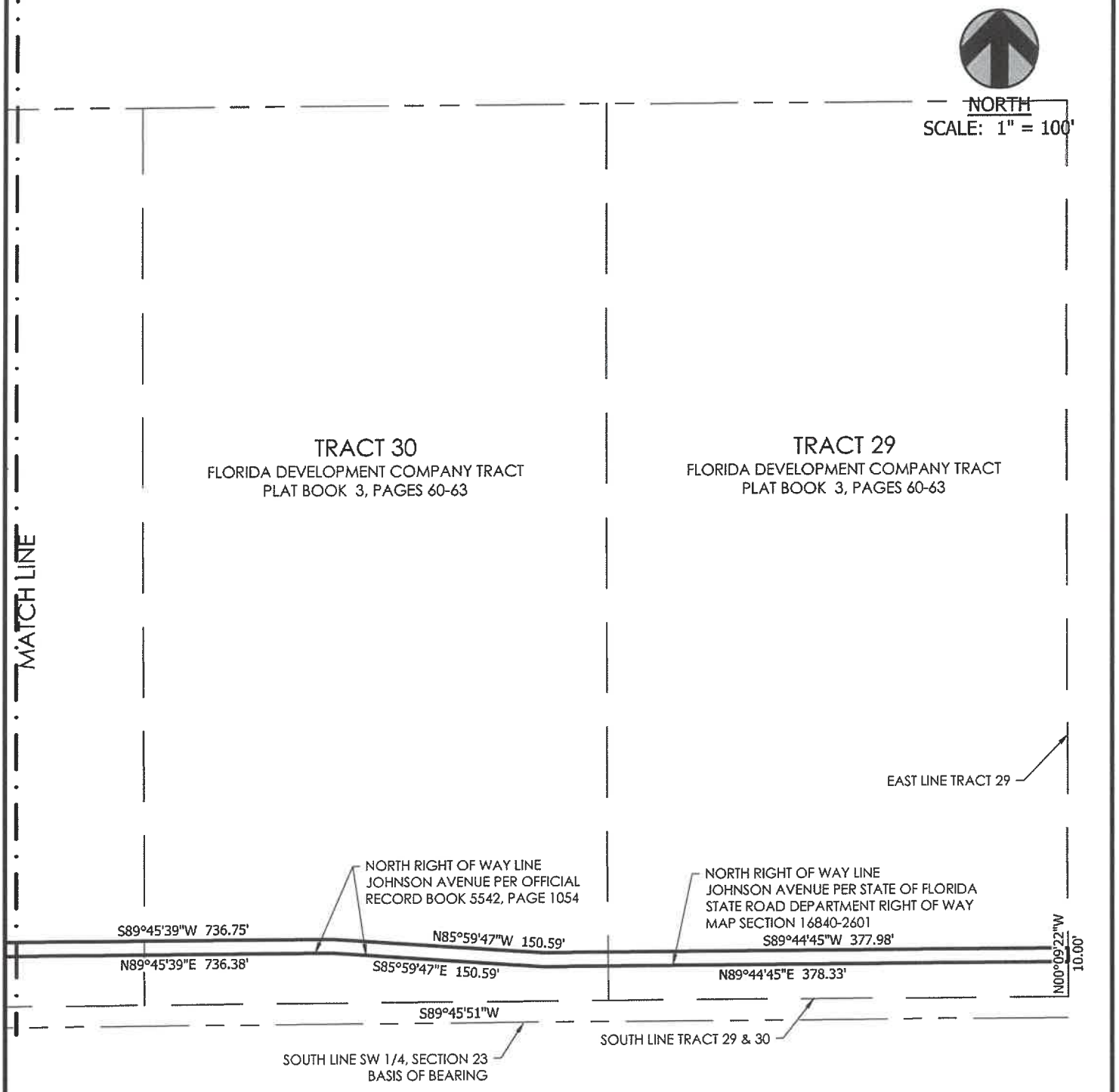
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FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

SHOPS AT THE GROVE
Section 23, Township 27 S, Range 27 E

NOT A SURVEY
SKETCH OF DESCRIPTION
SHEET 2 OF 3

DRAWING: #####

JOB #10684-1



NOT VALID WITHOUT A DIGITAL SIGNATURE OR A SIGNATURE AND ORIGINAL RAISED SEAL

Robert E Lazenby IV

Digitally signed by Robert E Lazenby IV
Date: 2023.05.19 08:19:07 -04'00'

ROBERT E. LAZENBY IV, PSM #6369

BASEPOINT SURVEYING, INC.
MAILING: P.O. BOX 253, BARTOW, FL 33831
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

SHOPS AT THE GROVE
Section 23, Township 27 S, Range 27 E

NOT A SURVEY
SKETCH OF DESCRIPTION
SHEET 3 OF 3

DRAWING: #####

JOB #10684-1

Polk County

Board of County Commissioners

Agenda Item R.19. 2/6/2024

SUBJECT

Authorize a County Deed to LHRV Park, LLC for the conveyance of a portion of an unassessed parcel at the end of Catfish Street. (No fiscal impact)

DESCRIPTION

The owner of multiple parcels located at the end of Catfish Street, LHRV Park, LLC (LHRV), contacted the county regarding a portion of unassessed property which is bisecting its properties. A review of the area has revealed that the subject area was acquired by the County in conjunction with the Catfish Street (f/k/a Parker Drive NE) right-of-way conveyance. However, based on the current ownership and asphalt configuration the portion at the end of Catfish Street was paved by LHRV and is essentially utilized as a driveway and parking area associated with the LHRV property and not for the county roadway. Additionally, there is a concrete parking area associated with the LHRV properties that is currently encroaching into the area. LHRV has requested the county convey its interest in that portion of the unassessed property lying between its properties so that it can fully utilize the area without any encroachments. The Roads and Drainage Division has reviewed the request and has no objections to the request as the subject area is not needed in conjunction with Catfish Street. Authorizing a County Deed for the conveyance of the county's interest in the subject area to LHRV Park, LLC will allow for the assemblage and full utilization of the area by the adjacent owner and remove any clouds on the title caused by the encroachments.

RECOMMENDATION

Request Board authorize the aforementioned County Deed to LHRV Park, LLC.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

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



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www.delorme.com

TN
MN (6.5°W)

Scale 1 : 37,500
1" = 3,125.0 ft
Data Zoom 12-4

SECTION 19, TOWNSHIP 28 SOUTH, RANGE 29 EAST



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

Unassessed Parcel at end of Catfish Street
Section 19; Township 28 South; Range 29 East

COUNTY DEED

THIS DEED, made this 6th day of February, 2024, by **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 9005, Drawer RE-01, Bartow, FL 33831, Grantor, to **LHRV PARK, LLC,** a Florida limited liability company, whose address is 4900 Dundee Road, Winter Haven, Florida 33884, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

SEE EXHIBIT "A"

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

(Seal)

GRANTOR:

Polk County, a political subdivision of the State of Florida

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

Project Name: Catfish Street
Project Number: 8919E23-1

Road Number: 891906

DESCRIPTION

A parcel of land being a portion of the right-of-way for Catfish Street (Parker Drive NE), lying in Section 19, Township 28 South, Range 29 East, Polk County, Florida, being more particularly described as follows:

Commence at a point 1926.10 feet North and 1359.24 feet East of the Southwest corner of the Southeast 1/4 of said Section 19, being the point of intersection of the Northeasterly right-of-way line of Bass Street (Parker Drive) and the Southeasterly right-of-way line of said Catfish Street (Parker Drive NE) as recorded in Official Records Book 1353, Page 684-689, Public Records of Polk County, Florida; thence along said right-of-way line of Catfish Street (Parker Drive NE) the following five (5) courses: (1) thence North 44°02'03" East, 576.30 feet; (2) thence South 67°21'57" East, 79.00 feet to the **Point of Beginning**; (3) thence South 69°10'38" East, 79.12 feet; (4) thence North 51°47'33" East, 54.39 feet; (5) thence North 67°21'57" West, 110.00 feet; thence South 17°34'48" West, 50.19 feet to said P**oint of Beginning.**

Containing 4,595 square feet, more or less.

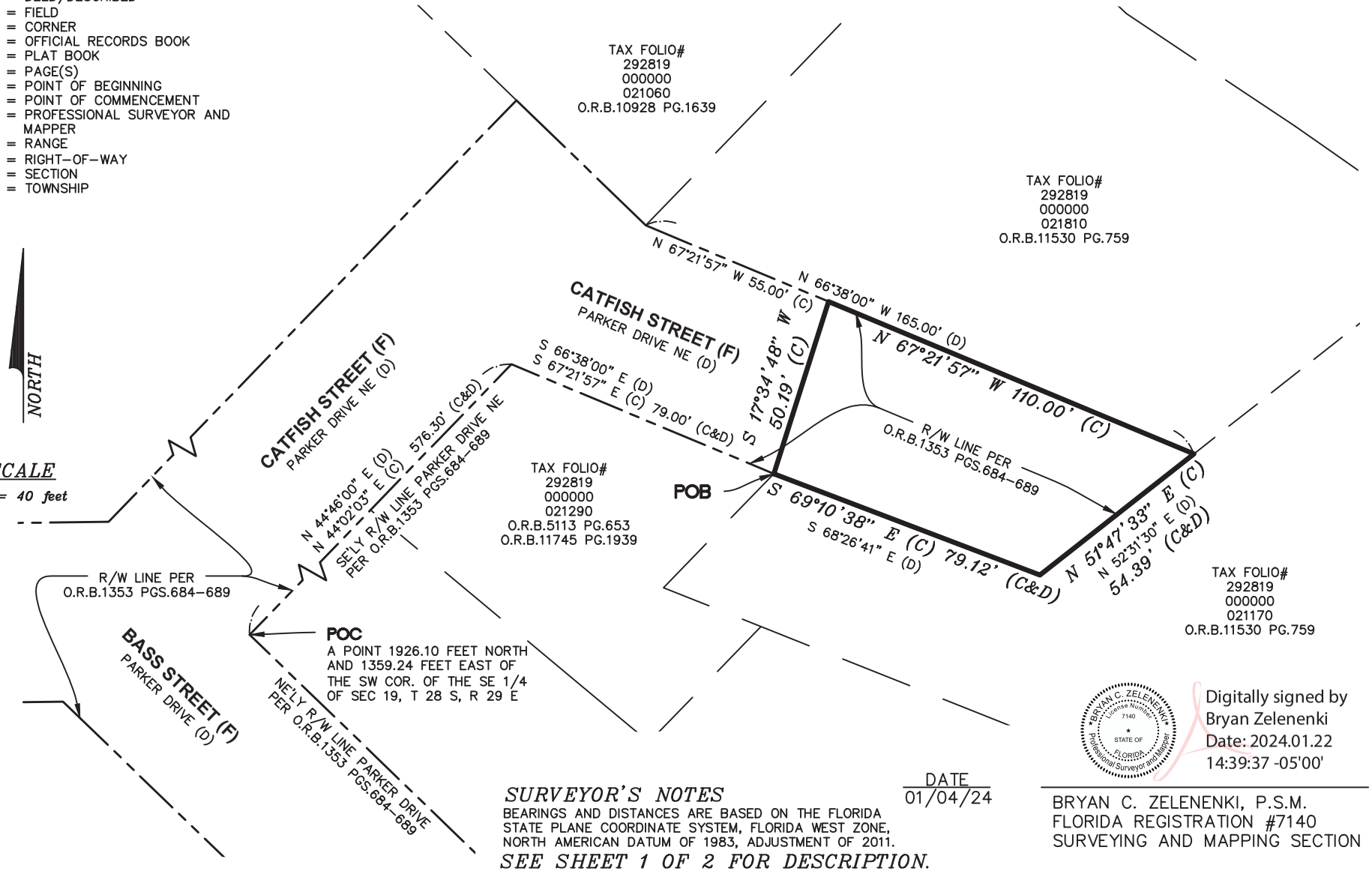
SHEET 1 OF 2 FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

THIS IS NOT A SURVEY

LEGEND

(C) = CALCULATED
(D) = DEED/DESCRIBED
(F) = FIELD
COR. = CORNER
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG(S). = PAGE(S)
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
R = RANGE
R/W = RIGHT-OF-WAY
SEC = SECTION
T = TOWNSHIP



DATE
01/04/24

Digitally signed by Bryan Zelenenki
Date: 2024.01.22 14:39:37 -05'00'

BRYAN C. ZELENENKI, P.S.M.
FLORIDA REGISTRATION #7140
SURVEYING AND MAPPING SECTION

SURVEYOR'S NOTES

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 1 OF 2 FOR DESCRIPTION.

POLK COUNTY

DESCRIPTION SKETCH

LOCATED IN SECTION 19, TOWNSHIP 28 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD, WINTER HAVEN, FL 33880
PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No.	Drawn by:	Checked by:	Check Date:
2 of 2	BCZ	JRN	01/17/24
Parcel Number:	PREPARED FOR:		Job Number:
N/A	REAL ESTATE SERVICES		891923-1

THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

Agenda Item R.20. 2/6/2024

SUBJECT

Adopt a Resolution Setting Parking Restrictions on Glenco Drive, near Davenport ($232.21 one-time expense)

DESCRIPTION

The Roads & Drainage Division received an internal request to restrict parking along Glenco Drive. Glenco Drive is located in the Davenport area in S-25, T-25S, R-26E, and is classified as a Local Residential road.

Staff conducted parking studies on Glenco Drive to analyze this request and determined that multiple vehicles are parking at the cul-de-sac, creating navigability issues.

Pursuant to FS 316.008, the Board of County Commissioners is vested with the authority to set parking restrictions on County roadways. Additionally, the posting of the requested restrictions will promote public safety and assist the Polk County Sheriff's Office in their enforcement efforts.

To comply with statutory requirements, it is necessary for the Board to adopt a Resolution establishing the parking restrictions.

RECOMMENDATION

Request Board adopt the associated Resolution to establish parking restrictions for Glenco Drive. Estimated cost for installation of the signs is $232.21.

FISCAL IMPACT

Funds are budgeted in the FY 23/24 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
863.535.2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
863.535.2200

RESOLUTION NO.: _____

WHEREAS, the Polk County Roads & Drainage Division, conducted parking studies on the following County-maintained Local Residential road:

Glenco Drive (Road Number 562528); from Dead End West to Dead End East, Located in S-25, T-25S, R-26E, and

WHEREAS, said studies were made in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that the parking of vehicles in this location creates navigability concerns, and

WHEREAS, under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to restrict parking on County maintained roads.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Glenco Drive to be posted “No Parking, Stopping or Standing” on the west side of the cul-de-sac at Dead End West.

DATED this 6th day of February 2024.

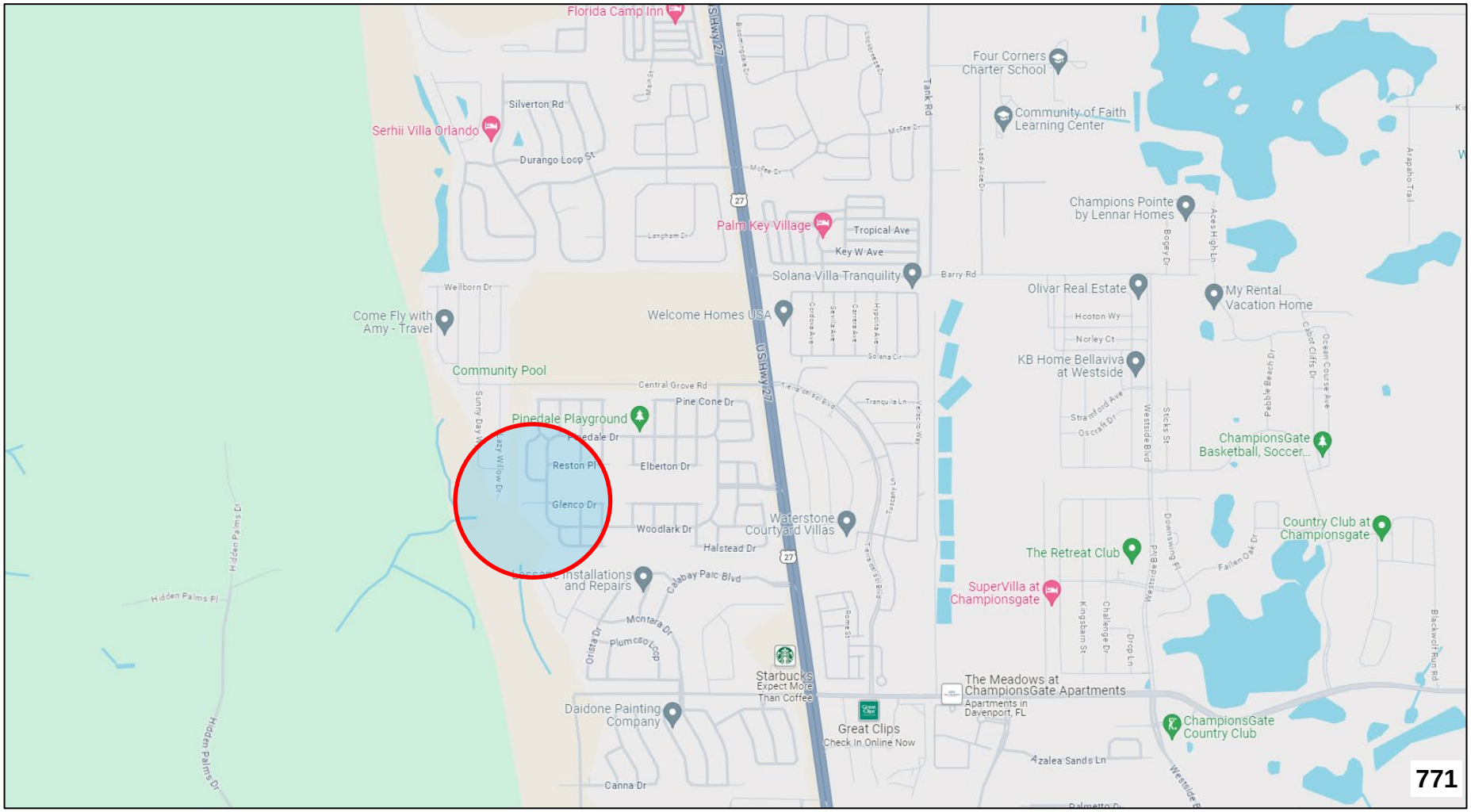
N

N.T.S.

Glenco Dr (Davenport Area)

Request for Parking Restrictions

Vicinity Map



N

N.T.S.

Glenco Dr (Davenport Area)

Request for Parking Restrictions



POLK COUNTY ROADS & DRAINAGE DIVISION

NO PARKING, STOPPING OR STANDING REQUEST

ROAD DESCRIPTION

Name	Glenco Drive			**Number**	562528
Section	25	**Township**	28 S	**Range**	25 E
Commission District	4	**Maintenance Unit**	R4	**Functional Classification**	LR
From	Dead End West	**Node**	N/A	**Mile Post**	N/A
To	Dead End East	**Node**	N/A	**Mile Post**	N/A

REASON FOR RESOLUTION

Customer Service Request #	**N/A**	**Internal Request**		**External Request**	✓
External Agency Name (If Applicable)					

Problem Statement:
Area resident requests parking restriction due to navigability issues being caused by the parking of vehicles.

REQUEST FOR POSTING

No Parking	✓	**No Stopping**	✓	**No Standing**	✓
Direction of road	East-West	**Findings:** Roads & Drainage has verified that the parking of vehicles in this area creates potential navigability concerns. Recommend signs be posted restricting parking on the west end of the cul-de-sac at Dead End West.			
Which side of road	West				
Distance in feet	80				

PICTURES OF LOCATION





Review conducted by	Steve Logan	**Date**	1/17/2024
Entered by	Steve Logan	**Date**	1/17/2024
Concurred/authorized by Traffic Manager	Amy J. Gregory, P.E.	**Date**	1/18/2024

Signature

Agenda Item R.21. 2/6/2024

SUBJECT

Adopt a Resolution Setting Speed Limits on Oak Run Circle and Oak Run Drive, Within the Oak Run Subdivision, near Lakeland. ($100.07 one-time expense)

DESCRIPTION

The Roads & Drainage Division received a request from a representative of the Oak Run Homeowners Association to reduce the speed limit within the subdivision. In researching the request, the Roads & Drainage Division discovered that Resolutions establishing speed limits for Oak Run Circle and Oak Run Drive could not be located and may not exist. Oak Run is located in the Lakeland area in S-12, T-27S, R-23E, and its roads are classified as Local Residential.

Staff conducted traffic studies within the Oak Run subdivision as outlined in FS 316.189, and investigated the five-year crash history. Based on the research, it was determined that postings of 20 M.P.H. are reasonable for these roads. To comply with statutory requirements, it is necessary for the Board to adopt a Resolution establishing the proposed speed limits.

RECOMMENDATION

Request Board adopt the associated Resolution to establish the proposed speed zones for Oak Run Circle and Oak Run Drive. Cost for installation of signs is estimated at $100.07.

FISCAL IMPACT

Funds are budgeted in the FY 23/24 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

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

RESOLUTION NO.: _____

WHEREAS the Polk County Roads & Drainage Division conducted speed studies on the following County maintained Local Residential roads:

Oak Run Circle (Road Number 731221); from Oak Run Drive to Oak Run Drive, and

Oak Run Drive (Road Number 731220) from Oak Run Circle to Socrum Loop Road North, and

WHEREAS said studies were made in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that postings of 20 M.P.H. are reasonable, and

WHEREAS under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to establish speed limits on County maintained roads,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Oak Run Circle to be posted 20 m.p.h. from Oak Run Drive to Oak Run Drive, and Oak Run Drive to be posted 20 m.p.h. from Oak Run Circle to Socrum Loop Road North.

DATED this 6th day of February 2024.

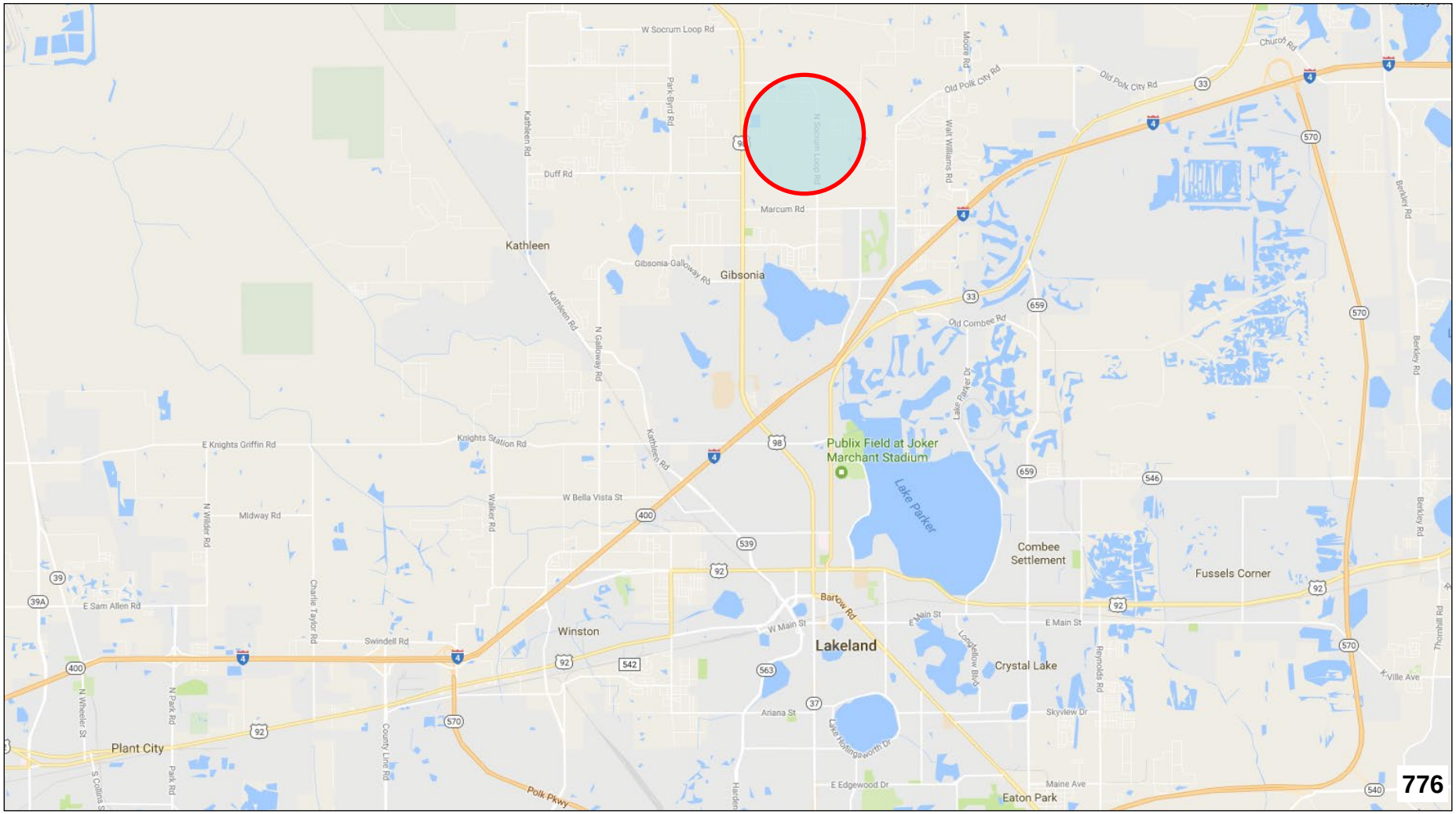
N

N.T.S.

Oak Run Sub (Lakeland Area)

Request for Speed Limit Reduction

Vicinity Map



N

N.T.S.

Oak Run Sub (Lakeland Area)

Request for Speed Limit Reduction



POLK COUNTY

ROADS & DRAINAGE DIVISION

SPEED STUDY

ROAD DESCRIPTION

Road Name	Oak Run Cir			**Road Number**	731221
Section	12	**Township**	27 S	**Range**	23 E
Commission District	5	**Maintenance Unit**	R5	**Functional Classification**	LR
From	Oak Run Dr	**Node**	N/A	**Mile Post**	N/A
To	Oak Run Dr	**Node**	N/A	**Mile Post**	N/A

REASON FOR RESOLUTION

Customer Service Request #	**27126**	**Internal Request**		**External Request**	✓
New Posting		**Speed Adjustment**	✓		

External Agency Name (If Applicable)

Problem Statement:
Upon investigation of a citizen request, it was determined that 20 MPH speed limits are appropriate for the Oak Run subdivision.

TEST RUN SPEEDS

Test Run Speed #1 in M.P.H.	None	**Comments:**	None
Test Run Speed #2 in M.P.H.	None	**Comments:**	None
Test Run Speed #3 in M.P.H.	None	**Comments:**	None

ROADWAY ALIGNMENT

Number of Hills	0	**Number of Curves**	0	**Number of Turns**	4
Lane Width (ft)	10	**Number of Lanes**	2	**Shoulder Width (ft)**	0
Number of School Zones	0	**Posted Speed of School Zones**	None	**Pavement Condition**	Excellent
Number of Intersections	1	**Sight Distance of Intersections**	Adequate		
Number of Driveways	39	**Sight Distance of Driveways**	Adequate		
Number of Stop Signs	0	**Number of Signals**	0		

SPEED LIMIT INFORMATION

Current Speed Limit Posting (M.P.H.)	25				
Proposed Speed Limit Posting (M.P.H.)	20				
From	Oak Run Dr				
To	Oak Run Dr				

Notes:
Speed data was collected at one location in the neighborhood. The 85th percentile speed was 22 mph. The proposed speed limit considers the 85th Percentile speed.

Review conducted by	Casey Downing	**Date**	1/12/2024
Entered by	Steve Logan	**Date**	1/23/2024
Concurred/authorized by Traffic Manager	Amy J. Gregory, P.E.		
Signature		**Date**	01/23/24

POLK COUNTY

ROADS & DRAINAGE DIVISION

SPEED STUDY

ROAD DESCRIPTION

Road Name	Oak Run Dr			**Road Number**	731220
Section	12	**Township**	27 S	**Range**	23 E
Commission District	5	**Maintenance Unit**	R5	**Functional Classification**	LR
From	Oak Run Cir	**Node**	N/A	**Mile Post**	N/A
To	Socrum Loop Rd N	**Node**	N/A	**Mile Post**	N/A

REASON FOR RESOLUTION

Customer Service Request #	**27126**	**Internal Request**		**External Request**	✓
New Posting		**Speed Adjustment**	✓		

External Agency Name (If Applicable)

Problem Statement:
Upon investigation of a citizen request, it was determined that 20 MPH speed limits are appropriate for the Oak Run subdivision.

TEST RUN SPEEDS

Test Run Speed #1 In M.P.H.	None	**Comments:**	None
Test Run Speed #2 in M.P.H.	None	**Comments:**	None
Test Run Speed #3 in M.P.H.	None	**Comments:**	None

ROADWAY ALIGNMENT

Number of Hills	0	**Number of Curves**	2	**Number of Turns**	0
Lane Width (ft)	10	**Number of Lanes**	2	**Shoulder Width (ft)**	0
Number of School Zones	0	**Posted Speed of School Zones**	None	**Pavement Condition**	Excellent
Number of Intersections	2	**Sight Distance of Intersections**	Adequate		
Number of Driveways	10	**Sight Distance of Driveways**	Adequate		
Number of Stop Signs	2	**Number of Signals**	0		

SPEED LIMIT INFORMATION

Current Speed Limit Posting (M.P.H.)	20				
Proposed Speed Limit Posting (M.P.H.)	20				
From	Oak Run Cir				
To	Socrum Loop Rd N				

Notes:
Speed data was collected at one location in the neighborhood. The 85th percentile speed was 22 mph. The proposed speed limit considers the 85th Percentile speed.

Review conducted by	Casey Downing	**Date**	1/12/2024
Entered by	Steve Logan	**Date**	1/23/2024
Concurred/authorized by Traffic Manager	Amy J. Gregory, P.E.		
Signature		**Date**	01/23/24

Agenda Item R.22. 2/6/2024

SUBJECT

Consider adoption of a resolution authorizing the County's Real Estate Services Administrator and his designated agents to purchase property through tax deed and judicial sales in conjunction with necessary land acquisition relating to proposed public infrastructure improvements. (No fiscal impact)

DESCRIPTION

The proposed resolution would allow the Real Estate Services Administrator and his designated agents, without further approval of the Board, to acquire land, through tax deed and judicial sales up to $250,000 per transaction, for proposed public infrastructure improvement projects in which the Board has approved a Work Authorization Resolution.

RECOMMENDATION

Request Board adopt the resolution.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Elizabeth Voss, Deputy County Attorney
863-534-6730

RESOLUTION 2024-_____

A RESOLUTION AUTHORIZING PURCHASES THROUGH TAX DEED AND JUDICIAL SALES TO BE MADE BY THE COUNTY REAL ESTATE SERVICES ADMINISTRATOR AND HIS AGENTS IN CONJUNCTION WITH NECESSARY LAND ACQUISITION RELATING TO PROPOSED PUBLIC INFRASTRUCTURE IMPROVEMENTS

WHEREAS, in on order to provide for the economic and efficient conduct of County affairs, the Polk County Board of County Commissioners (the "Board") desires to authorize the Real Estate Services Administrator and his agents to acquire land, through tax deed and judicial sales, for proposed public infrastructure improvement projects in which the Board has approved a work authorization resolution that allows the County's Real Estate Services Administrator to acquire land and proceed with pre-suit negotiations as set out in Section 73.015, F.S. (the "Work Authorization Resolution"); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, in regular session duly assembled, that, to facilitate the timely and orderly acquisition of land for proposed public infrastructure improvement projects, the Real Estate Services Administrator for Polk County, and/or his designated agents, is hereby authorized, without further approval of the Board, to acquire land, through tax deed and judicial sales up to $250,000 per transaction, for proposed public infrastructure improvement projects in which the Board has approved a Work Authorization Resolution.

STATE OF FLORIDA
COUNTY OF POLK

I, STACY M. BUTTERFIELD, Clerk of the Board of County Commissioners of Polk County, Florida, do hereby certify that the above Resolution is a true and correct copy of a resolution adopted by said Board on the ___ day of _____, 2024.

STACY M. BUTTERFIELD
BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

BY:_____
Deputy Clerk

Agenda Item R.23. 2/6/2024

SUBJECT

Approve Agreement for Professional Services with Allen Norton & Blue for review of the management of the Fire Rescue Division. (Fiscal Impact Not to Exceed $100,000).

DESCRIPTION

The Board on January 23, 2024, adopted Resolution 24-009 authorizing the Chairman to inquire about services from consultants to provide a review of the Fire Rescue Division. The consultant's review will include:

i. Review of the general management of the Fire Rescue Division.

ii. Review of the standard operating procedures to determine if such procedures are sufficient to operate the division and the application of the procedures.

iii. Review the discipline process and issues to determine if discipline is consistent and what type of employee actions result in discipline.

iv. Review of management structure.

v. Leadership programs.

vi. Communication process.

vii. Workload analysis.

viii. Review employee morale within the Fire Rescue Division.

RECOMMENDATION

Approve Agreement for Professional Services with Allen Norton & Blue for review of the management of the Fire Rescue Division.

Designate the Chairman and the County Attorney to oversee the Agreement for Professional Services including providing instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

FISCAL IMPACT

Not to exceed $100,000. Funds for the Agreement for Professional Services are available in the Budget for the County Attorney's Office.

CONTACT INFORMATION

Randy Mink, County Attorney
863-534-7679

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida, 33830, and Allen Norton & Blue, P.A., a Florida corporation (the "Consultant"), 906 N. Monroe Street, Tallahassee, FL 32303, and whose Federal Employer Identification Number is 59-1287650.

WHEREAS, the Consultant has considerable expertise in reviewing practices and procedures of public agencies; and

WHEREAS, the County desires to employ the Consultant to provide a review of the management of the Polk County Fire Rescue Division to the Polk County Board of County Commissioners (the "Project"); and

WHEREAS, the Chairman of the Polk County Board of County Commissioners ("Chairman") has inquired for these consultant services pursuant to Polk County Resolution No. 24-009; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Consultant to provide it the professional consultant services; and

WHEREAS, the Consultant is able and agreeable to providing the County the consultant services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Consultant hereby agree, as follows:

1.0 **Effective Date; Term**

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Consultant Services**

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") related to the Project, as further described in the Scope of Services attached hereto as Exhibit "A" and made a part of this Agreement.

3.0 **Compensation**

3.1 General

3.1.1 In consideration for its providing the Project Services, the County shall pay the Consultant $225 per hour for work performed by an attorney and $100 per hour for work performed by a paralegal for a total cost not-to-exceed $50,000.

3.1.2 At its option the County may choose to engage the Consultant to perform additional, related consulting services, under this Agreement, beyond the scope of the Project, including, without limitation, subsequent updates to the Project or similar services focused on other County divisions. For any such additional services, the County will issue a Work Authorization to the Consultant stating the specific scope of services, time schedule, and negotiated compensation based on the hourly rates set forth in the Work Authorization to be agreed to by the parties in writing as an amendment to this Agreement at the time or prior to the Work Authorization being issued by the County. All provisions of this Agreement shall apply to any Work Authorization issued hereunder with full force and effect. Each Work Authorization shall become effective upon due execution and issuance of a purchase order. If any Work Authorization expires on a date that is later than the date that this Agreement expires, the Consultant and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the expiration (including any extension or amendment thereto) or full completion of the requirements of the Work Authorization have been performed. This extension applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This extension does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

3.1.3 All the Consultant's invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor. Invoices should be submitted on a monthly basis.

3.1.4 The Consultant shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

County Attorney's Office
330 West Church Street
Bartow, Florida 33830
Attention: Lisa Conran

3.1.5 The Consultant will clearly state "Final Invoice" on the Consultant's final/last billing for the Services rendered to the County. The Consultant's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Consultant hereby waives any charges not properly included on its Final Invoice.

3.1.6 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Consultant's performance of the Service or the County's acceptance of any work.

3.1.7 By its submission of an invoice, the Consultant's project manager or designated payroll officer shall be deemed to be attesting to the correctness and accuracy of all charges and requested reimbursements stated in such invoice.

3.1.8 No CPI increases or other annual adjustments will be permitted for this Agreement.

3.2 Reimbursable Expenses

3.2.1 All Consultant requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed in accordance with the County's Reimbursable Schedule that is attached hereto as Exhibit "B" and made a part of this Agreement. The Consultant's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the Consultant's performance of the Services in accordance with this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the Consultant providing the Services and include the following:

Overnight Deliveries
Reproduction
Professional Associate(s) (if preapproved in writing by County)

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes, and County policy for pre-approved out-of-county travel.

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of any work for which the asset was utilized. All such assets must be immediately surrendered by delivery to the County Attorney's Office upon demand following the expiration or earlier termination of this Agreement.

3.2.5 Consultant shall maintain a current inventory of all such assets.

4.0 **Consultant's Responsibilities**

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 **Ownership of Documents**

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Consultant for such instruments or documents.

6.0 **Termination**

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 **No Contingent Fees**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 **Assignment**

The Consultant shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 **Professional Associates and Subcontractors**

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services, the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services then the Consultant shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its

obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 **Indemnification of County**

Consultant, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 **Insurance Requirements**

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend

Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

> Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Consultant shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

12.0 **Public Entity Crimes**

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material

default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

13.0 **Non-Discrimination**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 **Designation of Party Representatives**

14.1 The Chairman of the Polk County Board of County Commissioners and the County Attorney for Polk County is authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The County may designate in writing one or more additional employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.3 The Consultant shall designate one or more Consultant representatives who are authorized to act on behalf of and to bind the Consultant regarding all matters involving the conduct of its performance pursuant to this Agreement. The Consultant shall inform the Chairman of the Board of County Commissioners and the County Attorney, in writing via electronic mail, of the designated Consultant representative(s) within five (5) business days of the Effective Date of this Agreement. Any subsequent modifications to such designations must be made in writing via electronic mail to both the Chairman and the County Attorney.

15.0 **All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 **Modifications, Amendments or Alterations**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 **Independent Contractor**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Consultant shall have no right to speak for or bind the County in any manner.

18.0 **Public Records Law**

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

19.0 **Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Consultant shall abide by all statutes, ordinances, rules, regulations and the Polk County Charter pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 **Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 **Notices**

Whenever either party desires to give notice unto the other (except as otherwise specifically provided in Section 14.3 above), it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: County Attorney's Office
330 West Church Street
Bartow, Florida 33830
Attention: County Attorney

For Consultant: J. Wes Gay
906 North Monroe Street
Tallahassee, FL 32303
Attention: J. Wes Gay

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Consultant acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

25.0 Consultant Representations

25.1 The Consultant hereby represents and warrants the following to the County:

25.1.1 Consultant is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Consultant is authorized to do so.

26.0 Default and Remedy

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the

occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Consultant shall notify the County if any of the Consultant's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Consultant shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Consultant shall remove without consequence to the County any of the Consultant's contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Consultant's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Benjamin Lagos

Name: John Keller

Name: Lisa White

Name: Aoife Trotter

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Consultant hereby certifies to the County that the Consultant is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Consultant engaged in a boycott of Israel, nor was the Consultant on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Consultant further certifies to the County as follows:

(a) the Consultant is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Consultant is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Consultant is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Consultant was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Consultant hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Consultant for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

33. No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the

Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office

ATTEST:

By: Chris Wygle
Chris Wygle
PRINT NAME
Legal Assistant
TITLE

Date: 2/1/2024

SEAL

CHRIS WYGLE
MY COMMISSION # HH 376706
EXPIRES: May 11, 2027

Allen, Norton and Blue, P.A., a Florida corporation

By: J Wes Gay
J. Wes Gay
PRINT NAME
Shareholder
TITLE

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____
The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____(Name of officer or agent) as _____(title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ _____(Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____ (Name of officer or agent) as _____(title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____
(Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this_____(Date) By _____(Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF Florida County OF Leon

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 2/1/2024 (Date) by J. Wes Gay (Name of acknowledging partner or agent) on behalf of Allen Norton & Blue, P.A. a partnership. He/She personally appeared before me at the time of notarization, and ☑ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 2/1/2024 (Date) _____ (Official Notary Signature and Notary Seal)

Chris Wygle (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date 5/11/2027

CHRIS WYGLE
MY COMMISSION # HH 376706
EXPIRES: May 11, 2027

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: Resolution No. 24-009 PROJECT NAME: Fire Rescue Division Review

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY PARTY WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER A CONTRACTING PARTY'S EMPLOYMENT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

THE UNDERSIGNED ATTESTS THAT THE COMPANY IS FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2/1/2024 day of February, 2024, by Chris Wygle (*name*) as Legal Assistant (*title of officer*) of Allen Norton & Blue, P.A (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

CHRIS WYGLE
MY COMMISSION # HH 376706
EXPIRES: May 11, 2027

Notary Public
Print Name Chris Wygle

My Commission Expires 5/11/2027

EXHIBIT "A"
SCOPE OF SERVICES

Consultant shall provide a review of the management of the Polk County Fire Rescue Division (the "Project") to include:

1. Review of the general management of the Fire Rescue Division.
2. Review of the standard operating procedures to determine if such procedures are sufficient to operate the Fire Rescue Division.
3. Review of the discipline process and discipline issues to determine if discipline is consistent within the Fire Rescue Division and what type of employee actions result in discipline within the Fire Rescue Division.
4. Review the management structure of the Fire Rescue Division.
5. Review the leadership programs within the Fire Rescue Division.
6. Review the communication process within the Fire Rescue Division.
7. Complete a workload analysis of the Fire Rescue Division.
8. Review employee morale within the Fire Rescue Division.

The review of the Fire Rescue Division shall be limited to an inquiry and gathering of information of the management of the Fire Rescue Division and shall not interfere with the performance of the duties of employees who is under the direct or indirect supervision of the County Manager.

The Consultant shall complete the Project and provide a report and recommendations within 6 (six) months of the Effective Date of the Agreement.

Phase I: Project Initiation

Task 1-A: Project Initiation & Development of Work Plan

Consultant will develop a Project work plan based on the scope of work and converse with the Chairman of the Polk County Board of County Commissioners and the County Attorney to gain a comprehensive understanding of the background, goals and conditions leading up to the request for a review of the Polk County Fire Rescue Division. This work plan will be developed identifying:

1. Primary tasks to be performed
2. Person(s) responsible for each task
3. Timetable for each task to be completed
4. Method of evaluating results
5. Resources to be utilized
6. Possible obstacles or problem areas associated with the accomplishment of each task.

This process will help to establish working relationships, make logistical arrangements, determine an appropriate line of communications, and finalize contractual arrangements.

Task 2-B: Acquisition & Review of Background Information

Consultant will request pertinent information and data from the County. This data will be used extensively in the analysis and development of a report document. The documents and information relevant to this type of project will include, but not be limited to, the following:

1. Past or current fire department studies or research (internal or external)
2. Polk County press releases regarding the Fire Rescue Division
3. Broadcast, print or social media post regarding the Fire Rescue Division
4. Fire Rescue Division administrative policies and procedures
5. Standard Operating Guidelines (SOGs) and service delivery practices
6. Job descriptions, to include education/ training/ certification requirements for all management and uniformed positions within department
7. Fire Rescue Department training program
8. Fire Rescue Department leadership training programs both pre and post leadership appointment
9. Collective bargaining agreements
10. Automatic and mutual agreements
11. Discipline procedures

Task 3-A: Interviews

The Consultant will conduct interviews with and gather information from key personnel including:

1. Elected or appointed official
2. County Manager
3. Deputy County Managers
4. Assistant County Managers
5. Fire Rescue Division managers and other key department staff
6. Human Resources Manager
7. Labor organization representatives
8. Employees of the Fire Rescue Division
9. Former employees of the Fire Rescue Division
10. Others individuals that may contribute to a fuller understanding of the management of the Fire Rescue Division

At a minimum, the Consultant will interview appropriate officials, fire department management, labor organizations representatives and others that the Chairman deems necessary.

From the interviews, the Consultant will obtain additional perspective on management, operational, administrative, communication, personnel and policy issues of the Fire Rescue Division.

A final wrap-up of the interviews and review of documents will be held with the Chairman, County Manager, Deputy County Managers, Fire Rescue Management, labor organizations representatives. From this discussion, the Chairman and Consultant will determine if there are any outstanding issues that need to be reviewed regarding the management of the Fire Rescue Division.

Phase II: Evaluation of Fire Rescue Division Management

The Consultant will perform a study of the management of the Fire Rescue Division based on the Task provided in this Scope of Work. The purpose of study is to study the management of the Fire Rescue Division and determine issues within the divisions and provide recommendations of additional SOGs, policies, and procedures that should be implemented by the Fire Rescue Division, if any.

Task 2-A: Review of the Fire Rescue Division
Review of the Fire Rescue Division shall include the following:

1. Review of the general management of the Fire Rescue Division.
2. Review of the standard operating procedures to determine if such procedures are sufficient to operate the Fire Rescue Division.
3. Review of the discipline process and discipline issues to determine if discipline is consistent and what type of employee actions result in discipline with in the Fire Rescue Division. Such review shall include, without limitation, the demotion process of the Fire Rescue Division.
4. Review of the management structure of the Fire Rescue Division.
5. Review of the leadership programs within the Fire Rescue Division. Such review shall include, without limitation, the promotion process of the Fire Rescue Division.
6. Review of the communication process within the Fire Rescue Division.
7. A workload analysis of the Fire Rescue Division.
8. Review of employee morale within the Fire Rescue Division.

Phase III: Development, Review and Delivery of the Project Report

Task 3-A: Development and Review of the Draft Report

Consultant will develop and produce an electronic version of the draft written report for review by the Chairman and County Attorney prior to release of final draft for public review. Feedback is a critical part of this project and adequate opportunity will be provided for review and discussion of the draft report prior to finalization. The report shall include:

1. Detailed narrative analysis of each report component covering all areas of Task 2-A in easy-to-read sections and accompanied by explanatory support to encourage understanding by both staff and civilian readers.

2. Clearly designated recommendation highlighted for easy reference and cataloged as necessary in a report appendix.
3. Supportive charts, graphs, and diagrams, where appropriate.

Task 3-B: Delivery and Presentation of the Final Report

Consultant will complete any necessary revisions of the draft and produce 10 publication-quality bound, final versions of the written report along with an electronic copy in PDF file format. The reports shall be delivered to the County Attorney. A formal presentation of the report will be made by the Consultant to staff, elected official, and/or the general public as requested by Polk County and will include the following:

1. A Summary of the nature of the report, the method of analysis, the primary findings, and critical recommendation; and
2. Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate; and
3. Opportunity for questions and answers, as needed; and
4. All presentation materials, files, graphics, and written material will provided to Polk County at the conclusion of the presentation(s).

EXHIBIT B
REIMBURSABLE SCHEDULE

Fran McAskill
Director
Procurement Division

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

EXHIBIT B

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

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

2. Subcontractor Services — Actual Costs
3. Special Consultants — Actual costs
4. Computer Services — Non-reimbursable
5. Travel Expenses — In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.
6. Postage, Fed Express, UPS — Actual Costs
7. Pre-approved Equipment (includes purchase and rental of equipment used in project) — Actual Costs