



Polk County Board of County Commissioners

Meeting Agenda - Final-revised

June 17, 2025 Regular BoCC meeting

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

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

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

CALL TO ORDER - 9:00 a.m. (RICK WILSON, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (RICK WILSON, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

A.1. Employee Recognition

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

B.1. Dartha Shular, National Coalition of 100 Black Women, Inc. President, to propose a county ordinance establishing a comprehensive print and digital media public awareness campaign to identify, prevent, and combat human trafficking in Polk County.

B.2. Comments.

C. APPROVE CONSENT AGENDA

C.1. Approve Consent Agenda.

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

D.1. Disbursements.

D.2. Minutes of Regular Board meeting held on June 3, 2025.

E. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY

F. COUNTY ATTORNEY (RANDY MINK)

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Approve cooperative agreement with Carahsoft Technology Corp. for case management and contract management software modules and implementation services. (\$3,228,188.60 total 5-year expense)

G.2. Approve agreement with The Lunz Group, LLC, for architectural & engineering services for the Sheriff's Office - Polk County Joint-Use Warehouse & Facilities Management Administration Building. (\$1,117,825.00 one-time expense)

G.3. Approve agreement with The Lunz Group, LLC, for architectural & engineering services for a new roadway maintenance facility. (\$556,277.00 one-time expense)

G.4. Approve cooperative agreement and lease agreements with Mobile Modular Management Corporation for relocatable building and storage solutions with related services. (\$997,923.00 one-time expense)

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

I. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

I.1. Commissioner Braswell Comments.

J. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO)

J.1. Commissioner Santiago Comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

L. COMMISSIONER DISTRICT 2 (RICK WILSON, CHAIR)

L.1. Chair Wilson Comments.

M. LAY BOARD APPOINTMENTS

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

* County Attorney opening comments

- N.1. Public Hearing (LDCPAS-2025-3 Lake Gibson Estates CPA) (Adoption Hearing) to consider the adoption of an applicant-initiated Small-Scale Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation from Residential Low (RL-3) to Residential Medium (RM) on a 2.52 +/- acres. (No Fiscal Impact)
- N.2. Public Hearing (LDCPAS-2025-5 Lake Hancock Road CPA) (Adoption Hearing) to consider the adoption of an applicant-initiated Small-Scale Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation from Business Park Center (BPC-2X) to Residential Low (RL-1X) in the US 98 Selected Area Plan on a 2.28 +/- acre parcel near the Bartow city limits. (No Fiscal Impact)
- N.3. Public Hearing to consider the adoption of LDCT-2025-10, a County-initiated to amend Chapter 2, Section 207, Temporary Uses, subsection 207.L, Road Construction Material/Equipment, 207.M, Temporary Storage of Vegetative Debris Collected from Major Storms. (First Reading)
- N.4. Public Hearing to consider the adoption of LDCT-2025-4, a County-initiated request to consider the adoption of an LDC Text amendment to Chapter 9 Development Review Procedures, Section 960(A), Types of Public Notice, by removing the current text of a 500-foot distance in which mail notices are to be sent to area property owners and replacing it with 1,000 feet. (Adoption Hearing) (Continued to July 15, 2025)
- N.5. Public Hearing to consider the adoption of LDCT-2025-3, a County-initiated request to consider the adoption of an LDC Text amendment to multiple sections, to address stressed drainage basins, and improve stormwater management standards. (Adoption Hearing) (Continued to July 15, 2025)
- N.6. Public Hearing (LDCT-2025-5 Coops & Roosters LDC Text Amendment) (Adoption Hearing) to reduce the setbacks for structures intended for the feeding and sheltering of livestock and fowl from 50 to 10 feet. Prohibiting roosters and other disruptive fowl on properties less than one-half acre. (No Fiscal Impact) (Continued to July 15, 2025).

O. PUBLIC HEARINGS

- O.1. Public Hearing to consider adoption of a resolution to vacate a portion of platted, unopened, and unmaintained right-of-way as shown on the map of Goldenbough Association's Plat of Homesites, Lake Wales, Florida. Also accept a Quit Claim Deed for additional right-of-way for Goldenbough Road . (No fiscal impact)

- O.2. Public hearing to consider adoption of an Assessment Resolution setting the rate of collection and approval of the Non-Ad Valorem Assessment Roll for the 2025 Local Provider Participation Fund special assessment, and authorizing the County Manager to execute Letters of Agreement with the State of Florida Agency for Health Care Administration. (no fiscal impact)

P. WORK SESSION ITEMS

Q. CONSENT AGENDA ITEMS

- Q. COMMISSIONER DISTRICT 1
- Q. COMMISSIONER DISTRICT 2
- Q. COMMISSIONER DISTRICT 3
- Q. COMMISSIONER DISTRICT 4
- Q. COMMISSIONER DISTRICT 5
- Q. COUNTY COMPTROLLER
- Q.1. Removal of equipment from inventory as listed on Blanket Removal Form 2219.
- Q.2. Report 2025-05 EMS Controlled Substances Management.
- Q.3. Proposed Fiscal Year 2025/2026 budgets for Cypress Park Estates, Hammock Reserve, Hartford Terrace, Hamilton Bluff, Highland Meadows, Highland Meadows II, Highland Meadows West, Hunt Club Grove, and Lake Deer Community Development Districts.
- Q.4. Resolution providing for the division of proceeds of the six (6) cent Local Option Gas Tax beginning on September 1, 2025.
- Q. COUNTY MANAGER
- Q. ECONOMIC DEVELOPMENT
- Q. TOURISM/SPORTS MARKETING
- Q. OFFICE OF PLANNING & DEVELOPMENT
- Q.5. RE-SET HEARING: (LDCPAL-2024-17 Stuart Property Thornhill Road) to consider the adoption of a Large-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 326.92+/- acres from Agricultural/Residential-Rural (A/RR) to Residential-Low (RL) and from Rural Development Area (RDA) to Urban Growth Area (UGA) on the Future Land Use Map. The suggested adoption hearing date is July 15, 2025, at 9:15 a.m.

- Q.6. SET HEARING: (LDCD-2025-1 Stuart Property Sub-District) to consider the adoption of a Sub-District Change to change 178 +/- acres from Residential-Low-1 (RL-1) to Residential-Low-4 (RL-4). The case is related to LDCPAL-2024-17, a request to change the Future Land Use Map from Agricultural/Residential-Rural (A/RR) to Residential-Low (RL), and from Rural Development Area (RDA) to Urban Growth Area (UGA) on the Future Land Use Map. The suggested adoption hearing date is July 15, 2025, at 9:15 a.m.
- Q.7. Accept Performance Surety in the amount of \$18,964.00 in the form of Irrevocable Letter of Credit NO. BOCFL071 for JSMJ Properties, LLC Warehouse. (No Fiscal Impact)
- Q.8. Accept a Performance Surety in the amount of \$130,117.00 in the form of Commercial Performance Bond No. OFL0529069 for the Whidden RV Park Extension. (No Fiscal Impact)
- Q.9. Thompson Nursery Road Proportionate Share Agreement - Maringa Valley Development (In the amount of \$101,375.48).
- Q.10. 1st Amendment to Wynnstone, Cascades, & Brentwood Infrastructure Agreement. Specifically, amending the "*Letter of Credit*" terms in the agreement to allow a Surety (Performance) Bond.
- Q. BUILDING
- Q. DEPUTY COUNTY MANAGER
- Q. BUDGET & MANAGEMENT SERVICES
- Q. PROCUREMENT
- Q. COMMUNICATIONS
- Q. COOPERATIVE EXTENSION SERVICES
- Q. HEALTH & HUMAN SERVICES
- Q. EQUITY & HUMAN RESOURCES
- Q. INFORMATION TECHNOLOGY
- Q.11. Approve contract with CDW-G for Microsoft Office 365 Managed Professional Services for the Clerk of the Courts (One-time cost: \$5,950, in addition to annual cost: \$101,400)
- Q. CODE ENFORCEMENT
- Q. COURT SERVICES

- Q.12. Approve Letter of Support for Allocation of FY2024 Byrne Justice Assistance Grant Funds
- Q. RISK MANAGEMENT
- Q. COMMUNITY HEALTH CARE
- Q. FACILITIES MANAGEMENT
- Q. FLEET MANAGEMENT
- Q. PARKS & NATURAL RESOURCES
- Q.13. Approve the Florida Defense Infrastructure Grant Agreement (S0281) made between the Florida Department of Commerce (Commerce) and Polk County (County) (one-time revenue of \$500,000)
- Q.14. Approve Amendment No. 1 to Agreement 2024-036, with Dream Traxx, LLC for renovations and maintenance of All-Terrain Vehicle (ATV) tracks at Bone Valley ATV Park. (\$80,000.00 estimated recurring annual expense)
- Q. FIRE RESCUE
- Q. EMERGENCY MANAGEMENT
- Q. REAL ESTATE SERVICES
- Q.15. Approve Agreement between Marc D. Robinson and Kristy Robinson and Polk County for property purchase and CIP amendment for Willow Oak Fire Rescue Station. (\$366,000 one-time expense)
- Q.16. Approve Right-of-Way Agreement between Robert Ureste and Polk County in conjunction with the Thompson Nursery Road Phase 1 - Segment 2 Project. (\$374,000 one-time expense)
- Q.17. Approve Land Purchase Agreement between CM Holdings CFL, Inc. and Polk County for a parcel associated with the realignment of Bargain Barn Road. (\$43,000 one-time expense)
- Q.18. Declare surplus and authorize the private sale through sealed bid offering to adjacent landowners of the County's interest in a platted park. (Potential for \$5,000 or greater, one-time revenue)
- Q.19. Declare surplus and authorize the private sale through sealed bid offering to adjacent landowners of County-owned Parcel ID Number 262905-670500-004002. (Potential for \$4,494, one-time revenue)
- Q.20. Accept Quit Claim Deed from KB Home Orlando LLC in conjunction with Ft. Fraser memorial. (No Fiscal Impact)

Q.21. Accept instrument for additional right-of-way along Parker Road. as requested through the Development Review Process. (No fiscal impact)

Q.22. Authorize the conveyance of the County's interest in Parcel ID Number 272935-879000-003110 to the City of Lake Wales. (No fiscal impact)

Q. ROADS & DRAINAGE

Q.23. Approve Change Order No. 1 with Crisdel Group, Inc., (Contractor) for the Fort Fraser Trail Extension Project. (\$558,221.80 one-time expense)

Q.24. Approve Change Order No. 1 to Contract No. 2024-081 with Kaminga & Roodvoets, Inc (Contractor) for the Indian Woods Trails Drainage Improvement Project (\$154,792.62 one-time expense).

Q.25. Adopt Resolution Setting Truck Restrictions on Graves Street and Tangerine Drive (near Haines City). (\$221.11 one-time expense)

Q. UTILITIES

Q. SOLID WASTE

Q. ELECTED OFFICIAL AND OTHER GOVERNMENTAL AGENCY

Q. COURT RELATED

Q. POLK COUNTY PROPERTY APPRAISER

Q. POLK COUNTY SHERIFF

Q. POLK COUNTY SUPERVISOR OF ELECTIONS

Q. POLK COUNTY TAX COLLECTOR

Q. WORKFORCE DEVELOPMENT BOARD

Q. COUNTY ATTORNEY

Q.26. RESET PUBLIC HEARING to consider adoption of an ordinance to create the Master Inwood Street Lighting Municipal Service Benefit Unit (MSBU). (Suggested hearing date: July 1, 2025)

Q.27. Approve the termination of a temporary construction easement that the County was previously granted pursuant to a Stipulated Final Judgment in the case of Polk County v. TLG Championsgate, LLC, et al (2021CA-002701-0103-00).

Q.28. Adopt resolution Repealing and Restating Resolution No. 2016-009, Adopting Policy Guidelines to be Applied to Docks and Improvements Placed on or About Platted Parks or Placed Over or In the Water Body Adjacent to Platted Parks.

- Q.29. Release of Lien related to an Affordable Housing Impact Fee Waiver for Tracy Warner (No fiscal impact).
- Q.30 Adopt resolution Repealing and Restating Resolution No. 2013-122, Establishing Rules and Policies Concerning the Providing of Opportunities for Members of the Public to be Heard on Propositions Before the Board Within the Meaning of, and in compliance with, Section 286.0114, Florida Statutes.

ANNOUNCEMENTS

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

- Monday, June 16, 2025 – 1:30 p.m. – Transportation Disadvantaged Local Coordinating Board (TD-LCB) meeting will be held in the County Commission Boardroom.
- Tuesday, June 17, 2025 – 11:30 a.m. – Historical Association Pioneer Luncheon will be held at Bonnet Springs Park, 400 Bonnet Springs Boulevard, Lakeland.
- Tuesday, June 17, 2025 – 6:15 p.m. – 2025 Polk County All Sports Awards & Hall of Fame Ceremony will be held at the RP Funding Center, 701 West Lime Street, Lakeland.
- Wednesday, June 18, 2025 – 9:00 a.m. – Appellate Special Magistrate of the Code Enforcement Unit will meet in the County Commissioner Boardroom.
- Wednesday, June 18, 2025 – 10:00 a.m. – Masterpiece Station 44 Grand Opening, 1695 Masterpiece Road, Lake Wales, FL 33898.
- Wednesday, June 18, 2025 – 3:00 p.m. – Congressman Darren Soto to present a special Congressional Recognition to Ritchie Brothers Auctioneers, 700 Ritchie Road, Davenport.
- Wednesday, June 18, 2025 – 6:00 p.m. – The Housing and Neighborhood Development Office will hold the 2nd public meeting to review the FY 25/26 Community Development Block Grant (CDBG) Action Plan in the County Commission Boardroom.
- Thursday, June 19, 2025 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.
- Thursday, June 19, 2025 – 9:00 a.m. – Special Magistrate of the Code Enforcement Unit will meet in the County Commission Boardroom.
- Thursday, June 19, 2025 – 10:30 a.m. – Affordable Housing Advisory Committee (AHAC) will meet in Room 413, Fourth Floor, County Administration Building.
- Thursday, June 19, 2025 – 6:00 p.m. – Stormwater Technical Advisory Committee (STAC) Annual Meeting to Discuss FY 25/26 Budget will be held in the Commissioners' Conference Room, Room 407.
- Friday, June 20, 2025 – 8:30 a.m. – Citizens Healthcare Oversight Committee (COC) will be held in the County Commissioner Boardroom.
- Monday, June 23, 2025 – 5:30 p.m. – Community Relations Advisory Council

(CRAC) will meet in Room 413, Fourth Floor, County Administration Building.

- Tuesday, June 24, 2025 – 9:00 a.m. – County Manager’s representatives will meet with representatives from the Imperial Polk County EMTs and Paramedics, I.A.E.P. Local 917 R-5 SEIU/NAGE to hold negotiations relative to collective bargaining at Polk State Advanced Technology Center, 310 Technology Drive, Bartow.
- Wednesday, June 25, 2025 – 2:00 p.m. – Comprehensive Plan Review Advisory Committee will be held in Room 413, Fourth Floor, County Administration Building.
- Wednesday, June 24, 2025 through Friday, June 27, 2025 – Florida Association of Counties Annual Conference will be held at the Signia by Hilton Orlando Bonnet Creek, 14100 Bonnet Creek Resort Lane, Orlando.
- Thursday, June 26, 2025 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.
- Thursday, June 26, 2025 – 1:30 p.m. – Land Use Hearing Officer will be held in the County Commission Boardroom.
- Monday, June 30, 2025 – 9:00 a.m. – Board/Staff Agenda Review meeting to discuss the Agenda and any other matters that may come before the Board will be held in the Commissioners’ Conference Room, Room 407.



Polk County
Board of County Commissioners

Agenda Item A.1.

6/17/2025

SUBJECT

Employee Recognition

DESCRIPTION

Presentation of service awards of employees with 20 or more years of service to Polk County.

Carmen I. Nieves - Building - 20 years

Reyna M. Kassman - Facilities Management - 20 years

Carl V. Gilileo III - Fire Rescue - 25 years

Larry D. Clayton - Information Technology - 30 years

RECOMMENDATION

Approve

FISCAL IMPACT

N/A

CONTACT INFORMATION

Cynthia Hernandez

CynthiaHernandez@polk-county.net <mailto:CynthiaHernandez@polk-county.net>
(863) 534-5927



Polk County
Board of County Commissioners

Agenda Item C.1.

6/17/2025

SUBJECT

Approve Consent Agenda.

DESCRIPTION

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

RECOMMENDATION

Approve Consent Agenda.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net



Polk County
Board of County Commissioners

Agenda Item D.1.

6/17/2025

SUBJECT

Disbursements.

DESCRIPTION

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

RECOMMENDATION

Approve and ratify disbursements.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

APPROVE AND RATIFY

Payroll Check Numbers	03952	thru	03981
In the Amount of	\$46,951.14		
# of Direct Deposits	2895		
In the Amount of	\$4,486,011.49		
Dated	June 13, 2025		
Wire and Electronic Fund Transfers	\$17,772,719.75		
Dated	June 3, 2025	thru	June 16, 2025
Invoice Checks Numbered	484458	thru	485190
Totaling	\$11,091,032.48		
Dated	June 3, 2025	thru	June 16, 2025
Request approval of minutes of Regular Board Meeting Held on			June 3, 2025



Polk County
Board of County Commissioners

Agenda Item D.2.

6/17/2025

SUBJECT

Minutes of Regular Board meeting held on June 3, 2025.

DESCRIPTION

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

RECOMMENDATION

Approve minutes.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net



Polk County Board of County Commissioners

Meeting Minutes - Draft

June 03, 2025 Regular BoCC meeting

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CALL TO ORDER - 9:00 a.m. (RICK WILSON, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (RICK WILSON, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

- A.1. Dee Dee Beaver, Retired Comptroller Division Director for Stacy M. Butterfield, CPA, Clerk & Comptroller Polk County, FL, to present the Government Finance Officers' Association (GFOA) Certificate of Achievement Awards for Financial Reporting for the 2023 Annual Comprehensive Financial Report and the 2023 Popular Annual Financial Report to Stacy M. Butterfield, CPA, Clerk and Comptroller. She will present the GFOA Distinguished Budget Award for 2023 to Commissioner Rick Wilson, Chairman, Board of County Commissioners.

Minutes: Dee Dee Beaver, Retired Comptroller Division Director for Stacy M. Butterfield, CPA, Clerk and Comptroller presented the Government Finance Officers' Association (GFOA) Certificate of Achievement Awards for Financial Reporting for the 2023 Annual Comprehensive Financial Report and the 2023 Popular Annual Financial Report to Stacy M. Butterfield, CPA, Clerk and Comptroller. She presented the GFOA Distinguished Budget Award for 2023 to Commissioner Rick Wilson, Chairman, Board of County Commissioners.

Clerk Butterfield presented the Popular Annual Financial Reporting (PAFR) and the Comprehensive Annual Financial Reporting (CAFR) to the Board and she said these

are also available on our website. She said this award is one way to measure the value of our work. She said it shows that we not only are meeting expectations but many times exceeding expectations. She said it is no small feat to earn these awards. She said there are many players involved. She said the CAFR includes all of the constitutional officers and the Board of County Commissioners' financial information. She said it is all compiled and put in this required report. She recognized staff from Budget and Management Services, Comptroller Division staff, the Inspector General Auditor's office and the external auditors.

Chair Wilson thanked Clerk Butterfield and all the staff. He said they do an amazing job and they keep us knowing what is going on. He said it is a team effort and they appreciate them.

Clerk Butterfield said we appreciate the support and the support of the County Manager's office.

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

C.1. Eve Salimbene to discuss transparency at Animal Control.

Minutes: Eve Salimbene said she is the president and founder of the Street Cat Foundation. She said they have altered and vaccinated over 5,100 street cats. She said what is being hidden at Polk County Animal Control (PCAC) is inhumane and abusive. She said that we are facing serious failures in transparency, oversight, morality and ethical accountability. She said when they met with Sheriff's office the PCAC could not explain their own statistics. She said shelter records are disorganized, incomplete or withheld. She said the public records requests can take 60-90 days. She said this is a failure of leadership. She discussed having a trap/neuter program, voucher program, updated ordinance to increase penalties for animal abuse and an oversight committee. She said to fix this mess at PCAC.

C.2. G. Robert Weedon, DVM, MPH to discuss revising Polk County's animal ordinance.

Minutes: Robert Weedon showed slides and discussed TNVR and said it was recognized by Hillsborough county as the most humane method of addressing cat overpopulation. He said Polk has no provision to support TNVR. He said Polk lags behind Hillsborough and Lake counties and also the state average. He discussed the lack of support for humane and effective management of feral cats. He discussed the shelter rate and shelter rate savings in Hillsborough county.

C.3. Jennifer Castro to discuss rescue partnerships with Animal Control.

Minutes: Jennifer Castro said she is here to support animal rescue partnerships. She said everyone at Animal Control has been respectable and helpful but things are not working. She said our networking helps the community see the animals. She said we need to do better with the information online about the animals. She discussed fosters and volunteers and allowing people coming in and getting the animals out of the shelter. She said spay and neuter programs and vouchers are a good way to do this.

She said people have had their animals killed when they have gone looking for them. She stated that we need micro-chipping and to register the microchips.

Commissioner Braswell said there is a misunderstanding of what happens in Polk County and who is in charge. He said the Sheriff is in charge and we do not consult with the Sheriff about the budget. He said they are independent, they are elected, and the Sheriff will continue to run Animal Control as they see fit. He said they are in the wrong place complaining to the wrong people; he said this Board is not going to change the Sheriff's policies. He said that they need to talk to the Sheriff. He said there are 16 municipalities and all 16 could establish their own animal control office. He said this is the Sheriff's deal and the five constitutionals are not under our purview.

C.4. Comments.

Minutes: Cassandra Richards said she has two house cats. She thanked the Board and said they are getting closer to the calming devices for speeding. She said Highland Park needs their help.

Linda DeLosey said she is here to address the issues in Highland Park Manor. She said it has turned into a speedway. She discussed the traffic and concerns with kids playing. She said it would be nice to get speed bumps to slow the traffic down.

Rocco Pilieri asked if Commissioner Braswell is his commissioner for Polk City. He said there is an overpass and the drainage is completely blocked. He said the stop sign at Evans Road and 557A has been twisted and is facing the wrong direction. He gave praise to Route 559 and said it was repaved. He said 557A has hundreds of potholes and there was an accident. He said trash was left on the road and was never picked up.

David Butler said the Sheriff paid \$4 million for an airplane. He said he asked Commissioner Braswell why and he read the response he got. He said it was for public safety and he said it was in Tallahassee 9 times this year. He asked the commissioners if they flew up on that plane and if they think that is a good way to spend taxpayers' money.

Chair Wilson stated if the numbers work and it is justifiable to use anything in this county that saves this county money it will be done. He said we are here to listen and try to help anyway we can. He said he does not like his attitude nor does Mr. Butler like his.

Mr. Butler said it is \$5,000 a round trip and he asked if that is a good expense. He said the Board can enact an ordinance to change the animal shelter. He said to enact an ordinance for body cameras. He asked for an animal control ordinance to help these animals.

Patty Jacquo said she is with Cat Rescue Alliance. She said they do trap and release. She asked for the county to help with the spaying and neutering. She said their cat rescue helps feed 150 cats a day.

Deborah Joseph said she has been helping in rescue for over 30 years. She asked for

an ordinance to stop the tethering of dogs 24/7. She asked for a voucher program. She discussed a dog that was left tied to a car when the people went on vacation. She asked for help. She said to give fines or jail time.

Diane Shaffer said the purple ribbons represent protection and humane treatment for the animals. She said the animals are in desperate need of our help. She said she helps with the street cat project. She asked if we could do something about the TNVR program. She said we need everyone on this Board to help with the animals.

Saralyn Smith said she is here to educate on animal welfare in our county. She discussed having an ordinance for unlicensed backdoor dog breeding, tethering regulations and a TNVR program. She said the TNVR program drops 66% of the feral cat population. She said that the sheriff told her that he would never meet with an animal activist. She asked for the Board to act.

Kay Bourque said they would like to see some ordinances for the animals. She said Polk has one of the highest euthanasia rates and she said this is a crisis. She said spaying and neutering programs and TNVR programs will reduce euthanasia rates. She said it is time to move from reaction to prevention.

Shannon Medina said she has seen a dramatic increase of the conditions when they receive animals from PCAC. She gave statistics on the euthanasia rates for dogs. She said we have to stop the animals from getting into the system. She said she asked for a spay and neuter program in 2022. She said they get 60 voicemails a day for people wanting to surrender their pets. She said they have had dogs that have died within days after pulling them from the shelter. She asked for an alter and spay and neuter program. She said they came out with a safe place for strays. She asked for support.

Angela Lorio said she is one of the founders of the Polk County Bully Project. She said Polk is now facing a full scale animal emergency. She said animals are being euthanized because they cannot be helped. She said this is a public health issue and it is a test of accountability. She said our county could have a foster system if they chose to. She said we are not here to assign blame we are here to offer solutions. She asked for emergency funding and said they rely on the constituents' support. She said we need spay and neuter vouchers. She said the number of animals dying and the number of calls is increasing.

Fon Silvers asked to make spaying and neutering mandatory in Polk. He said the sheriff obeys the law and if they pass it the sheriff will obey.

Dela Silvers said we have become ground zero for having dogs dumped. She said she was shocked with the conditions at Animal Control. She said she supports the Bully Project. She discussed having a full-time vet. She asked for a spay and neuter program.

Debbie Hicks said she resigned as a volunteer at the Sheriff's office because of Animal Control. She said she has nothing bad to say about them or the sheriff. She said the building was built in 1988 and she watched the new booking facility being built. She said they are short handed, they are good people and they want to do better. She

stated it is out of their league. She said the volunteers do not want to be there because of the terrible conditions. She said there should be a committee to help.

Betty Jean Ammarell said she and her daughter have volunteered and taken supplies to Animal Control. She said she turned in an application in February and said she has not received a phone call. She said there is no heating system and she said she donated towels and blankets and they were not used. She encouraged the Board to go out there and she said it is deplorable.

Crystal DiJoseph said they are in these positions because they want to effectuate change. She stated that tether laws and spay and neuter programs work. She said other counties have 90% or higher live release rates. She said it is disheartening to see Polk stick out. She said they can enact ordinances and for them to look at other counties because they have similar challenges. She said to help the community members and become an example for good.

Kelly Kalapp asked if the sheriff has to account for where money is allocated. She asked why do we not have a shelter. She asked why a hush release has to be signed and why do phones have to stay in the car to prevent videoing at the shelter. She asked about owners not being able to retrieve their animals because they were euthanized.

Cathy McGee discussed the cold conditions and water puddles in the shelter. She said she saw a lot of horrible things. She said she applied as a volunteer and has not heard anything. She asked them to send them in the right direction to get the help that they need.

Stephanie Widner said the current conditions at Animal Control are heartbreaking. She stated there is no air conditioning and she discussed the hot temperatures. She said the hours to claim pets is not conducive to working family hours. She said we need a spay and neuter program. She said the Board approved a budget for the sheriff and she thinks they can make recommendations.

Meshell Sullivan said the Board makes the budget and she asked how much money is supposed to go towards the food. She said they do not buy the food and that all the food is donated. She discussed the smell of Animal Control. She said to check where the money is going.

Kimberly Taylor said the elected commissioners have passion for the community. She said we are asking for change and accountability. She discussed the shelter being shut down due to a protest. She said if there is nothing to hide then there is nothing to defend. She asked for a citizens advisory council.

James Abercrombie said this is a charter government. He said they make and enforce their own rules and regulations. He said they should have been able to speak to the county manager and the county attorney. He said they have the final say and we should never have to take anything to civil action. He discussed his roof and said he cannot get insurance because he has an illegal roof. He said nobody cares. He stated he has been asking for public records for the last three months and he has received

nothing. He said he gave the Board 1,000 pages at the last meeting and asked if anyone read it.

David Rolland said he is here for speed bumps. He thanked the Polk County Bully Project. He said he has a deaf child and he discussed speeding in his neighborhood in Highland City. He said with the overpopulation of cats one has adopted him and he feeds him everyday.

County Attorney Randy Mink advised that Mr. Rolland's street is on the public hearings today for speed humps.

D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda.

RESULT:	APPROVED
MOVER:	Bill Braswell
SECONDER:	Martha Santiago
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

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

E.1. Disbursements.

RESULT:	APPROVED
MOVER:	Bill Braswell
SECONDER:	Becky Troutman
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

E.2. Minutes of Regular Board meeting held on May 20, 2025.

RESULT:	APPROVED
MOVER:	Becky Troutman
SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

H. COUNTY MANAGER (BILL BEASLEY)

H.1. Approve agreement with Jones Edmunds & Associates, Inc. for professional engineering services for the Phase IV Landfill Cells at North Central Landfill (NCLF). (\$2,940,797.77 one-time expense)

Minutes: County Manager Bill Beasley discussed the agreement with Jones Edmunds and Associates, Inc., for professional engineering services for the Phase IV Landfill Cells at North Central Landfill. He recommended approval.

Upon question, Waste and Recycling Director Dale Henderson said the completion of

cell 1 will be in 2028. He said this next phase will give 16 years. He said after this phase they would likely go to the west of this cell. He said north and west of the proposed Phase IV is an area that could have a valley fill between Phase II and Phase V. He said they have plenty of expansion area to choose. He confirmed that we have space north of Phase III.

Mr. Beasley said in addition to these 16 years we have 100 years of capacity on that site.

Upon question, Mr. Henderson said there will be four cells within Phase IV.

RESULT:	APPROVED
MOVER:	Bill Braswell
SECONDER:	Martha Santiago
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

H.2. Approve agreement with AECOM Technical Services, Inc. to test their technology to reduce Harmful Algae Blooms (HABs) from the Upper Saddle Creek surface waters. (\$2,300,000.00 one-time expense)

Minutes: County Manager Bill Beasley discussed the agreement with AECOM Technical Services, Inc., to test their technology to reduce harmful algae blooms from the upper Saddle Creek surface waters. He recommended approval.

Commissioner Braswell said it seems crazy to be cleaning any water that is going into Lake Hancock and he understands that it is a test to see if the system works. He said if it does work there is a 1,200 acre 60 foot deep reservoir 500 feet from the banks of the Peace River on the other side of Lake Hancock that would be an ideal place to start cleaning up water to send downstream.

RESULT:	APPROVED
MOVER:	Becky Troutman
SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

H.3. Approve agreement with The Lunz Group, LLC, for architectural & engineering services for the Polk County Agricultural Center Complex. (\$1,572,400.00 onetime expense for Phase I)

Minutes: County Manager Bill Beasley discussed the agreement with The Lunz Group, LLC, for architectural and engineering services for the Polk County Agricultural Center Complex. He recommended approval.

Chair Wilson said this has been a lot of work for a lot of people. He said he has been after this since he has become a commissioner. He stated it has had a lot of ups and downs but it has been a great undertaking and it feels good to be able to see this. He thanked everybody who has been involved. He said it will be a nice facility for generations to come.

RESULT:	APPROVED
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MOVER:	Bill Braswell
SECONDER:	Becky Troutman
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

I. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

- I.1. Reappoint Sean Malott as a Member (Seat 1) of the Polk County Industrial Development Authority, for the three-year term, June 4, 2025 through June 3, 2028.

RESULT:	APPROVED
MOVER:	Becky Troutman
SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

- I.2. Commissioner Troutman Comments.

Minutes: Commissioner Troutman said the public should know that anyone's budget is open for review and there is nothing hidden. She said she has a dog that is a part of her family. She stated the reality is we have human beings that live in this county that do not have air conditioning. She said it is somewhere we can see some improvement and she is sure because we can improve everywhere. She said there are larger issues of human beings not having air conditioning in this county. She said when it comes to food there are several thousand children who will not have three meals a day for the next two months because school is out. She said she loves animals. She stated if we take our eyes off some of these other issues and get focused on emotional issues she does not think we are doing the best service to our county.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

- J.1. Commissioner Braswell Comments.

Minutes: Commissioner Braswell had no comments.

K. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO)

- K.1. Commissioner Santiago Comments.

Minutes: Commissioner Santiago had no comments.

L. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

- L.1. Commissioner Scott Comments.

Minutes: Commissioner Scott had no comments.

M. COMMISSIONER DISTRICT 2 (RICK WILSON, CHAIR)

- M.1. Chair Wilson Comments.

Minutes: Chair Wilson 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 hearings and public hearings. He swore in those who plan to speak.

O.1. Public Hearing (LDCPAL-2024-19 Minute Maid Ramp Road 1 CPA) (Transmittal Hearing) to consider a Comprehensive Plan Map Amendment to change from Residential High (RHX) to Tourism Commercial Center (TCCX) on 3.2 ± acres of a parent tract of 13.47 ± acres. (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal discussed the proposed map amendment. He said that the Planning Commission and staff recommends approval. He said this is a transmittal hearing.

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	Martha Santiago
SECONDER:	Becky Troutman
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

P. PUBLIC HEARINGS

P.1. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Four Traffic Calming Devices (Speed Humps) on Eleventh Street Southeast, Near Highland City. (estimated \$20,000.00 one-time expense)

Minutes: Amy Gregory, Traffic Manager, showed slides and reviewed the resolution allowing for the installation of four traffic calming devices on Eleventh Street Southeast, near Highland City. She said that this meets the traffic calming policy. She recommended approval.

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	Michael Scott
SECONDER:	Martha Santiago
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

P.2. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Three Traffic Calming Devices (Speed Humps) on Friedlander Road, Near Highland Park Manor. (estimated \$15,000.00 one-time expense)

Minutes: Amy Gregory, Traffic Manager, showed slides and reviewed the resolution allowing for the installation of four traffic calming devices on Friedlander Road, near Highland Park Manor. She said that this meets the traffic calming policy. She recommended approval.

The Chair opened a public hearing.

Cassandra Richards said we are in favor and we need this. She said they asked for the stop signs and said her neighbor turned in the paperwork on Tangelo. She said to go ahead and do the Tangelo at the same time.

Ms. Gregory said the ballots are coming in on Tangelo.

Diane Borders said they do need the speed bumps. She said to do Tangelo at the same time. She said she requested a three-way stop. She thanked the Board.

The Chair closed the public hearing.

Commissioner Scott thanked Ms. Richards for challenging the BoCC. He said she was one of the firsts he heard from when he came on this Board last year. He said we had to reclassify the road. He thanked her for being patient with them and also for the vision she has.

RESULT:	APPROVED
MOVER:	Bill Braswell
SECONDER:	Michael Scott
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

ANNOUNCEMENTS

Minutes: Meeting adjourned at 11:06 a.m.



Polk County
Board of County Commissioners

Agenda Item G.1.

6/17/2025

SUBJECT

Approve cooperative agreement with Carahsoft Technology Corp. for case management and contract management software modules and implementation services. (\$3,228,188.60 total 5-year expense)

DESCRIPTION

Request Board approval for the acquisition of the Salesforce software platform for case management and contract management modules, along with a data warehouse. This initiative is crucial for modernizing Community Health Care operations and administrative functionality to enhance efficiency, data management, and service delivery.

- Case Management Module:

Currently, the existing case management module is outdated and lacks essential functionalities. It struggles to effectively centralize client data, track case data, and generate real-time reports, which ultimately hampers productivity and overall program effectiveness. This module will address these challenges in a comprehensive manner and will streamline and automate the client application process through an interactive real-time self-service portal, facilitating the intake, eligibility, scheduling, and enrollment processes.

- Contract Management Module:

Additionally, the contract management module will automate and streamline workflows, version controls, contract monitoring process, deadline and renewal alerts, reporting/real-time dashboards, provider data management, and significantly reducing throughput time. Additionally, it provides communication tools and a centralized repository.

Furthermore, the integration of a data warehouse will unify data for both modules from multiple sources and leverage advanced analytics and real-time dashboard reporting. This integration will optimize data-driven decisions and program outcomes.

The implementation of these modules will provide qualitative and quantitative data analytics for decision making and strategic goals.

The State of Florida belongs to the National Association of State Procurement Officials (NASPO) ValuePoint Cooperative Purchasing Organization, which has enabled us to utilize the agreements that were solicited on behalf of the cooperative. NASPO solicited Request for Proposal (#CH16012), resulting in an agreement with Carahsoft Technology Corp. for technology products and services with related solutions, including hardware and software, network configuration, maintenance and support for Salesforce products. There are no local vendors that provide these services.

The attached agreement with Carahsoft is for the purchase of a case management module and a

contract management module, implementation services, and software maintenance and is broken down as follows:

- Implementation Services \$1,029,527.00 (one-time cost)
- Annual Maintenance \$116,129.03 per year
- Cloud Software Subscription
 - \$289,219.32 (Year 1)
 - \$303,680.29 (Year 2)
 - \$318,864.30 (Year 3)
 - \$341,184.80 (Year 4)
 - \$365,067.74 (Year 5)

The implementation services will commence on July 1, 2025, and is anticipated to be completed by April 2026, yet the agreement will stay in place through September 30, 2030.

RECOMMENDATION

Request Board approve cooperative agreement with Carahsoft Technology Corp. for case management and contract management software and implementation services in the amount of \$3,228,188.60.

FISCAL IMPACT

Funding is available in the Indigent Healthcare Fund.

CONTACT INFORMATION

Brad Howard
Sr. Procurement Analyst
863.534.6706
bradhoward@polk-county.net

PIGGYBACK AGREEMENT FOR CLOUD SOLUTIONS

THIS PIGGYBACK AGREEMENT ("Agreement") is entered into as of the Effective Date defined in Section 3A, 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 Carahsoft Technology Corp. (the "Vendor"), a Maryland corporation, 11493 Sunset Hills Road, Suite 100, Reston, VA 20190, and whose Federal Employer Identification Number is 522189693.

WHEREAS, the County's Procurement Ordinance and Purchasing Procedures permit it to enter into piggyback purchasing agreements; and

WHEREAS, the County requires the services of a vendor who can provide implementation services, and case management and contract management cloud solutions for Community Health Services; and

WHEREAS, the Vendor has contracted through the National Association of State Procurement Officials (NASPO) ValuePoint Cooperative Purchasing Organization with the Division of Purchasing and General Services, an agency of the State of Utah (the "State of Utah") to provide cloud solutions pursuant to that certain Contract No. AR2472 dated as of October 14, 2016 (as subsequently amended, the "State of Utah Agreement") which those parties entered into upon NASPO award of RFP CH16012 to Vendor for cloud solutions; and

WHEREAS, the Vendor has contracted through the NASPO ValuePoint Cooperative Purchasing Organization Participating Addendum with the State of Florida to provide cloud services pursuant to that certain Alternate Contract Source Number 43230000-NASPO-16-ACS ("the State Contract") dated July 31, 2017 (as subsequently amended, the "State of Florida Participating Addendum Agreement"); and

WHEREAS, the County and the Vendor have determined that the State of Florida Participating Addendum Agreement is an acceptable agreement upon which the County and the Vendor may establish a piggyback agreement.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

1. **Recitals.** The above stated recitals are true and correct.
2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the State of Florida Participating Addendum Agreement shall form the basis of this Agreement, with the County having the rights, duties, and obligations of the "State of Florida" thereunder. A true and correct copy of the State of Florida Participating Addendum Agreement is attached as Exhibit "A" and incorporated herein. If any provision of this Agreement conflicts with any provision of the State of Florida Participating Addendum Agreement, then the terms, conditions, and provisions of this Agreement shall control.
3. **Engagement of Work.** The County hereby engages Carahsoft and Carahsoft hereby accepts said engagement for the purpose of providing the Services to the County. Carahsoft shall provide the Services in accordance with the provisions of this Contract; the Master Agreement; the Salesforce AppExchange Price Quotation No. 55523814 dated April 18, 2025, attached to this Contract as Exhibit B; the Government Price Quotation No. 55763261 dated May 2, 2025, attached to this Contract as Exhibit C; and the Statement of Work, attached to this Contract as Exhibit D.
4. **Compensation.** In consideration for its providing the Services, the County shall

pay the Vendor a lump sum fee of \$289,219.32 in accordance with the fee schedule set forth in Exhibit "B" for the purchase of the software; a lump sum fee of \$1,029,527.00 in accordance with the fee schedule set forth in Exhibit "C" for implementation services; and a not to exceed fee of \$116,129.03 for operations and maintenance as set forth in Exhibit "D".

5. **Supplemental Terms and Conditions.** The terms and conditions of the State of Florida Participating Addendum Agreement are hereby modified or supplemented, as follows:

A. Term. The term of this Agreement shall commence on the date (the "Effective Date") the later of the two parties executes this Agreement and, unless sooner terminated pursuant to Section 3.D herein, shall continue until the first to occur of the following: (i) upon expiration or earlier termination of the State of Florida Participating Addendum Agreement (it being acknowledged and understood that the latest possible termination date for the State of Florida Participating Addendum Agreement, with all renewal options exercised, is September 30, 2026); (ii) upon termination by the County, for any reason or no reason, following 30 days' written notice to the Vendor; or (iii) the purchase order survives the expiration of the NASPO agreement, but must not exceed the expiration of the contract by more than 12 months.

B. Insurance. The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the 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 Vendor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury

(with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Professional Services Errors and Omissions Liability. \$1,000,000.00 per occurrence and aggregate.

Cyber Liability. \$1,000,000.00 per claim and aggregate

C. Indemnity. Vendor, 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 Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

D. 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.

E. Default and Remedy. If Vendor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County and to seek payment from County for those services Vendor has provided but for which has not yet been paid.

F. Attorneys' Fees and Costs. In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

G. Dispute Resolution. Notwithstanding anything in the State of Florida Participating Addendum Agreement to the contrary, there shall be no arbitration of any dispute arising or pertaining to this Agreement. The parties shall resolve all such disputes via voluntary and non-binding mediation or negotiation.

H. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER 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.

I. Governing Law. This Agreement shall be governed in all respects by the Laws of the State of Florida, without regard to conflicts of the laws principles.

J. Venue. Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

K. Notice. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

If to the County: Polk County Community Health Services
Attention: Health & Human Services
Administrator
P.O. Box 9005, Drawer AS07

If to Vendor: Bartow, FL 33831-9005
Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, Virginia 20190
Attn: Tyler Miller

L. Non-exclusive Agreement. This Agreement does not grant the Vendor the exclusive right to provide the County cloud solutions and implementation services during the Agreement term. The County may utilize its own personnel to perform such services, or it may employ other vendors or contractors to provide such services.

M. Public Records Law.

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

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

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

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

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

N. Scrutinized Companies and Business Operations Certification; Termination.

- A. Certification(s). (i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
- (ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:
- (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
- (iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. **Termination.** In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

O. **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.

P. **Public Entity Crimes.** The Vendor declares and warrants that neither the Vendor nor any of the Vendor'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 Vendor 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 Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

Q. **Revised 508 Standards.** If the Vendor provides any information or communication technology ("ICT") or provides any custom ICT development services as part of this Agreement, the Vendor shall ensure the ICT fully conforms to the applicable Revised 508 Standards (29 USC §794d.) prior to delivery and before final acceptance.

R. **Unauthorized Alien(s)**

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

S. **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.

T. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T. R. Wilson, Chairman

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Noah Miller 6/2/2025
County Attorney's Office Date

ATTEST:

By: [Signature]
Corporate Secretary
Jennifer Kanach
[Print Name]
Date: 6/5/25

CARAHSOFT TECHNOLOGY CORP.,
a Maryland corporation

By: [Signature]
[Print Name] Craig Abod
[Title] President
Date: 06/05/2025

SEAL

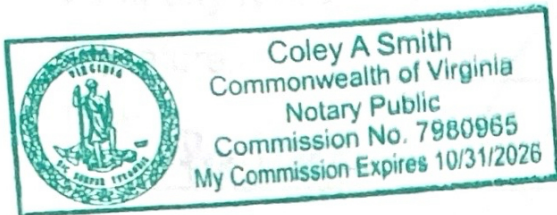


ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Virginia County OF Fairfax

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5 June (Date) by Craig Abad (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced N/A as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this June 5th (Date) Coley Smith (Official Notary Signature and Notary Seal)

Coley Smith (Name of Notary typed, printed or stamped)
Commission Number 7980965 Commission Expiration Date 10/31/26



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: PB 25-504 Cloud Solutions

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT 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 CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Carahsoft Technology Corp.

Signature: _____

Title: President

Date: 06/05/2025

State of: Virginia

County of: Fairfax

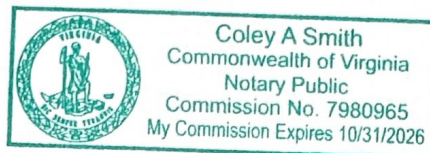
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of June, 2025, by Craig Atwood (name) as President (title of officer) of Carahsoft (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced N/A as identification.

Notary Public Signature: Coley Smith

Printed Name of Notary Public: Coley Smith

Notary Commission Number and Expiration: 7980965

(AFFIX NOTARY SEAL)



Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Craig Abod, President (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Carahsoft Technology Corp.
NONGOVERNMENTAL ENTITY

[Signature]
SIGNATURE

Craig Abod
PRINT NAME

President
TITLE

06/05/2025
DATE

EXHIBIT "A"

NASPO ValuePoint PARTICIPATING ADDENDUM

CLOUD SOLUTIONS

Administered by the State of Utah (hereinafter "Lead State")

Alternative Contract Source No: 43230000-NASPO-16-ACS

Carahsoft

Master Agreement No: AR2472
(hereinafter "Contractor")

And

Florida Department of Management Services
(hereinafter "Department/Participating State/Entity")

The State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured and awarded a Request for Proposal resulting in Master Agreement number AR2472. The Master Agreement was created as a cooperative purchasing agreement for Cloud Solutions. This Participating Addendum is entered into pursuant to Section 287.042, Florida Statutes.

The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract." Accordingly, agencies and eligible users (Customer) may make purchases from this Participating Addendum pursuant to the terms and conditions herein.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative contract source is cost-effective and in the best interest of the State.

This Participating Addendum and all incorporated Exhibits, set forth the entire understanding of the Parties and supersedes all prior agreements.

Accordingly, the Parties agree as follows:

1. Term and Effective Date

The initial term of this Participating Addendum will become effective on the date the document is signed by all Parties, and shall be effective through September 30, 2020, unless terminated earlier in accordance with the General Contract Conditions.

2. Renewal

Upon agreement of the Parties, the Department and the Contractor may renew this Participating Addendum in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this Participating Addendum. Renewal determinations will be based upon utilization and achieved savings.

3. Modifications or Additions to Master Agreement

The following changes are modifying or supplementing the Master Agreement terms and conditions.

a. Scope:

The Contractor's Master Agreement products or services listed on the Contractor's page of the NASPO ValuePoint website are included in this contract only if they are not offered on a State Term Contract.

In accordance with 74-3.004, F.A.C., Agency requests for Infrastructure as a Service (IaaS) must be submitted via a Service Request to the State Data Center.

- b. Exhibits: All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Participating Addendum. The Participating Addendum Exhibits shall have priority in the order listed:

- 1) Exhibit A: Contract Conditions, Florida General
- 2) Exhibit B: Contract Conditions, Florida Special
- 3) Exhibit C: NASPO ValuePoint Master Agreement Number AR2472

If a conflict exists among any of the documents, the following shall have priority in the order listed below:

- 1) The Addendum
- 2) Florida Special Contract Conditions, Exhibit B
- 3) Florida General Contract Conditions, Exhibit A
- 4) NASPO ValuePoint Master Agreement Number AR2472 Exhibit C

- c. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
- d. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state. Any agency requests for Infrastructure as a Service must be submitted via a service request to the state data center. See section 3.a. above.
- e. Authorization: Approval of this Participating Addendum by the State Chief Procurement Official and State Chief Information Officer is an authorization for participation in the NASPO cooperative contract process, it is not intended as an approval of any specific purchase or solution. It is the responsibility of the Customer to validate all terms and conditions and to ensure compliance with all applicable statutes and rules.
- f. Request for Quotes: Customers purchasing Cloud Solutions from this Participating Addendum shall create a Request for Quote (RFQ), each time they desire to purchase Cloud Solutions. The Customer shall issue a detailed RFQ to the ACS Contractor(s) who offer the applicable cloud solutions(s). The specific format of the RFQ is left to the discretion of the Customer, but must contain the following:
- 1) Applicable service and deployment model(s);
 - 2) Data security classification;
 - 3) Service level agreement requirements; and
 - 4) Exit strategy considerations.

- g. Enterprise Agreements: The Contractor shall honor any Volume or Enterprise Agreement(s) established between a State of Florida agency and the manufacturer of products or services offered under their Master Agreement.
- h. Purchase Orders: Customers shall issue purchase orders under this Participating Addendum to their awarded RFQ Contractor using this State of Florida ACS number 43230000-NASPO-16-ACS. The purchase order period survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.
- i. Contractor Selection Justification Form: Customers purchasing Cloud Solutions from this Participating Addendum shall attach to the purchase order a completed Contractor Selection Justification Form (Attachment A).

4. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

5. Entire Agreement of the Parties

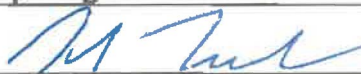

This document and the attached exhibits constitute the Participating Addendum and the entire understanding of the parties.



6. Amendments

All modifications to this Participating Addendum must be in writing and signed by all Parties. No oral modifications to this Participating Addendum are permitted.

Notwithstanding the order listed in section 3b, amendments executed after the Participating Addendum is executed may expressly change the provisions of the Participating Addendum. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Participating Addendum.

IN WITNESS THEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This agreement is not valid and binding until signed and dated by the Parties.

Participating State: Florida	Contractor: Carahsoft
By: 	By: 
Name: Dave Zeckman	Name: Robert R. Moore
Title: Chief of Staff	Title: Vice President
Date: 7/31/2017	Date: June 26, 2017

Florida's Chief Procurement Officer:	Florida's Chief Information Officer
By: 	By: 
Name: Roz Ingram	Name: Eric Larson
Title: Director of State Purchasing and Chief Procurement Officer	Title: Executive Director of the Florida Agency for State Technology and Chief Information Officer
Date: 7/28/17	Date: 7/28/17

Alternate Contract Source No. 43230000-NASPO-16-ACS**Exhibit A****GENERAL CONTRACT CONDITIONS**

Table of Contents	
SECTION 1. DEFINITIONS.....	4
SECTION 2. CONTRACT TERM AND TERMINATION.....	4
SECTION 3. PAYMENT AND FEES.....	5
SECTION 4. CONTRACT MANAGEMENT.....	6
SECTION 5. COMPLIANCE WITH LAWS.....	7
SECTION 6. MISCELLANEOUS.....	8
SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY AND SERVICES.....	11
SECTION 10. GRATUITIES AND LOBBYING.....	12
SECTION 11. CONTRACT MONITORING.....	12
SECTION 12. CONTRACT AUDITS.....	12
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	13

These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. TERMINATION.**2.1 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in

progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.2 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES

3.1 Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.2 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.3 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.4 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.5 Taxes.

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.6 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Purchase Order and any attachments to the Purchase Order.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Department of State Registration.

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.2 Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.3 Contractor Certification.

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.4 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or

any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.

The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

6.2 Subcontractors.

All contactors, dealers, and resellers authorized by the Department, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in

a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.6 Information Technology Standards

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the state agency in furtherance of the state agency's efforts to comply with AST standards, established in Rule Chapter 74, F.A.C, as applicable.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services

c/o Division of State Purchasing
 4050 Esplanade Way, Suite 36060
 Tallahassee, Florida 32399-0950

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service;
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and
- (e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must

clearly designate that portion of the materials as “confidential” when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as “confidential,” the Department will provide only the portions of the contract-related materials not designated as “confidential.” If the requester asserts a right to examine contract-related materials designated as “confidential,” the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated “confidential.”

If the Department is served with a request for discovery of contract-related materials designated “confidential,” the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated “confidential” only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as “confidential” from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney’s fees arising from or relating to its designation of contract-related materials as “confidential.”

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
 - (b) The type of information that was subject to the unauthorized access and acquisition.
 - (c) The type and number of entities who were, or potentially have been affected by the breach.
 - (d) The actions taken by the Contractor to protect the Data from further unauthorized access.
- However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.2 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30 minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's Contract Manager and in all events, within one business day.

9.3 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

9.4 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

11.1 Financial Consequences of Non-Performance.

If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

SECTION 12. CONTRACT AUDITS.

12.1 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. <http://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.2 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related or information technology crimes
- (b) Fraudulent practices, false pretenses and frauds, and credit card crimes
- (c) Forgery and counterfeiting
- (d) Violations involving checks and drafts
- (e) Misuse of medical or personnel records
- (f) Felony theft

13.3 Communications and Confidentiality.

The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

**Alternate Contract Source
No. 43230000-NASPO-16-ACS**

**EXHIBIT B
FLORIDA SPECIAL CONTRACT CONDITIONS**

This Exhibit contains the Special Contract Conditions. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

Special Contract Conditions are as follows:

Section 1 Delays and Complaints

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract, via the established Complaint to Vendor process (PUR 7017 form), may result in default proceedings and cancellation.

Section 2 Monthly Transaction Fee Report

The Contractor is required to submit monthly Transaction Fee Reports electronically through MFMP VIP. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Contractor in default and subject the Contractor to exclusion from business with the State of Florida.

For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online through MFMP U on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM, Eastern Time.

Section 3 Quarterly Sales Reports

Each Contractor shall submit a sales report to the Department on a Quarterly basis.

Contract Sales Reports must include the Contractor's name, the dates of Quarter covered, each Customer's name, services provided (to include identification of the cloud solution and service model), and the amount paid by the Customer.

Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor. The Contractor will submit the completed Sales Report forms by email to the Department Contract Manager no later than the due date indicated in Section 10. Submission of these reports is considered a material requirement of this Contract and the Contractor.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) is considered as Non-Performance by the Contractor. Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

Section 4 Quarterly Reporting Timeframes

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

- Quarter 1 - (July-September) – Due by October 10
- Quarter 2 - (October-December) – Due by January 10
- Quarter 3 - (January-March) – Due by April 10
- Quarter 4 - (April-June) – Due by July 10

Section 5 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2025

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

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

PRODUCER Marsh & McLennan Agency LLC 1751 Pinnacle Drive, Suite 1800 McLean VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): 800-274-0268 FAX (A/C, No): E-MAIL ADDRESS: macertificates@marshmma.com
INSURED Carahsoft Technology Corp. FedResults, Inc. 11493 Sunset Hills Road Suite 100 Reston VA 20190	INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Insurance Company INSURER B: Endurance Assurance Corporation INSURER C: National Union Fire Ins Co PittsburghPA INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1546668283**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	ENP0651059	4/19/2025	4/19/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EBA0651059	4/19/2025	4/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP0651059	4/19/2025	4/19/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C	Tech Prof & Cyber Liab Crime			NRO30043701401 012177592	4/19/2025 4/19/2025	4/19/2026 4/19/2026	\$10,000,000 Limit \$5,000,000 Limit \$1,000,000 Ded \$50,000 Ded

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

Polk County, a political subdivision of the State of Florida is included as Additional Insured under the General Liability, if required by written contract, and Designated Insured under the Automobile Liability with respect to work performed by the insured for the referenced job and/or contract.

A Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Polk County, a political subdivision of the State of Florida 330 W Church Street Room 150 Bartow FL 33830	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 29, 2025

Polk County, a political subdivision of
the State of Florida
330 W CHURCH ST
BARTOW FL 33830

Account Information:

Policy Holder Details :	CARAHSOFT TECHNOLOGY CORP
-------------------------	---------------------------



Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 AUTO DATA PROCESSING INS AGCYINC 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	CONTACT NAME:	
	PHONE (800) 524-7024 (A/C, No, Ext):	FAX (800) 524-4013 (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Fire and Its P&C Affiliates	
INSURED CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON VA 20190-5230	NAIC# 00914	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE
	DED <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A	X	76 WEG ZJ6798	04/19/2025	04/19/2026
	If yes, describe under DESCRIPTION OF OPERATIONS below						
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Those usual to the Insured's Operations. Waiver of Subrogation applies in favor of the Certificate Holder per Waiver of our Right to Recover from Others Endorsement WC000313 attached to this policy.

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
330 W CHURCH ST
BARTOW FL 33830

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Polk County
Board of County Commissioners

Agenda Item G.2.

6/17/2025

SUBJECT

Approve agreement with The Lunz Group, LLC, for architectural & engineering services for the Sheriff's Office - Polk County Joint-Use Warehouse & Facilities Management Administration Building. (\$1,117,825.00 one-time expense)

DESCRIPTION

The Facilities Management Division requested Procurement solicit proposals from qualified architectural firms for design, permitting, bidding and construction administration of 1) an 80,000 square foot warehouse for property and evidence storage that includes 15,000 square foot of office space for the Sheriff's office, 2) a 10,000 square foot emergency supply storage to support shelters or any other storm related need, and 3) a 10,000 square foot for the Facilities Management administration office.

The new warehouse will allow the Sheriff's Office to combine its three existing storage locations into one central location in Bartow, Florida. Centralizing the storage operations of the Sheriff's Office will provide for a more secure location while increasing the efficiency of tracking all items that are stored at the warehouse.

In addition to the Sheriff's office and storage needs, the new warehouse will provide space for Polk County Facilities Management offices to replace 3 existing buildings which have reached the end of their useful life.

The new warehouse will also provide for storage of emergency supplies that might be needed during the declaration of an emergency.

Request for Proposal (RFP) 24-643, Architectural and Engineering Services for the Sheriff's Office - Polk County Joint-Use Warehouse & Facilities Management Administration Building was issued, and six proposals were received. On February 4, 2025, the Board approved the selection committee's recommendation to enter into contract negotiations with The Lunz Group, LLC.

The attached agreement is the result of those negotiations.

The services are estimated to be completed within 450 days yet the agreement will stay in place through completion of the construction.

RECOMMENDATION

Request Board approve agreement with The Lunz Group, LLC, for architectural & engineering services for the Sheriff's Office - Polk County Joint-Use Warehouse & Facilities Management

Administration Building in the amount of \$1,117,825.00.

FISCAL IMPACT

Funds are available in the General Capital Improvement Fund.

CONTACT INFORMATION

Tabatha Shirah
Procurement Analyst
(863) 534-5935
tabathashirah@polk-county.net

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing architectural and engineering services for the Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building. Architectural and Engineering design services as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 24-643

Description: Architectural and Engineering Services for the Sheriff's Office – Polk County Joint-Use Warehouse & Facilities Management Administration Building.

Receiving Period: Prior to 2:00 p.m., Wednesday, November 20, 2024

Bid Opening: Wednesday, November 20, 2024, at 2:00 p.m. or as soon as possible thereafter.

Special Instructions: A **MANDATORY** pre-proposal meeting will be held Wednesday, October 30, 2024, 9:00 a.m. at the Facilities Management Division conference room, located at 2160 Marshall Edwards Drive, Bartow, FL, 33830. An authorized representative or agent of the Proposer must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive. A **MANDATORY** site visit will immediately follow. An authorized representative or agent of the Proposer must be present at the meeting and site visit as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by, November 6, 2024, 4:00 p.m.

RFP REGISTRATION

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

RFP Number: **24-643**

RFP Title: **Architectural and Engineering Services for the Sheriff's Office – Polk County Joint-Use Warehouse & Facilities Management Administration Building.**

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

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

RFP Label

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed RFP”. Be sure to include the name of the company submitting the proposal where requested.

Sealed Bid. DO NOT OPEN	
Sealed RFP Number	24-643
RFP Title	Architectural and Engineering Services for the Sheriff's Office – Polk County Joint-Use Warehouse & Facilities Management Administration Building
Due Date/Time:	November 20, 2024, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

**POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director**

REQUEST FOR PROPOSAL 24-643

Professional Architectural and Engineering Services for the Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building

Sealed proposals will be received in the Procurement Division, Wednesday, November 20, 2024, **prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by November 6, 2024, 4:00 p.m.

Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757**

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks an Architectural firm to provide architectural and engineering services for the “Sheriff’s Office – Polk County Joint-use Warehouse & Facilities Management Administration Building”., “the Project”.

Polk County’s Selection Process for consultants’ services is in accordance with Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiations Act (“CCNA”). The Professional Services Selection Committee will review the qualifications of all submitting firms.

It is the intent of the County to select and negotiate a Consulting Agreement with one (1) firm.

The County will negotiate a fee schedule and or overall lump sum price as part of “Selection Process”, Elevation Level 4, Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the “Consultants’ Competitive Negotiation Act” (CCNA). Polk County’s Procurement Procedure’s Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

In accordance with Section 287.055 (10), Florida Statutes, or any applicable amending or replacement statute, this provision of the RFP shall serve as the County’s public notice that any plans, drawings or designs developed by the successful Proposer(s) on behalf of the County pursuant to this RFP or any agreement, authorization, purchase order or other contract resulting therefrom, are subject to be reused by the County at some future time in accordance with the aforementioned statute.

All services must be performed in accordance with applicable Federal, State and Local regulations.

BACKGROUND, PURPOSE, AND SCOPE

Background & Purpose:

The intent of the Sheriff’s office – Polk County joint-use warehouse & Facilities Management administration building project is to design and build a 100,000 square foot warehouse with 15,000 square feet of office space located within the warehouse.

- 80,000 square feet will be for the Sheriff’s property & evidence storage and supply operations which includes 5,000 square feet of office space.
- 10,000 square feet will be for Polk County’s emergency supply storage.
- 10,000 square feet will be for Facilities Management Administrative offices.
- The estimated cost of construction is \$18,000,000.00.

SCOPE OF SERVICES

The project shall consist of the following:

- The work will include the design of a complete project including but not limited to all architectural, civil, structural, mechanical, plumbing and other drawings and specifications needed to construct the project. The prime architectural consultant will develop a cost estimate for construction, bid the project and provide construction administration for the project.
- The desired structural system is tilt-wall concrete construction.

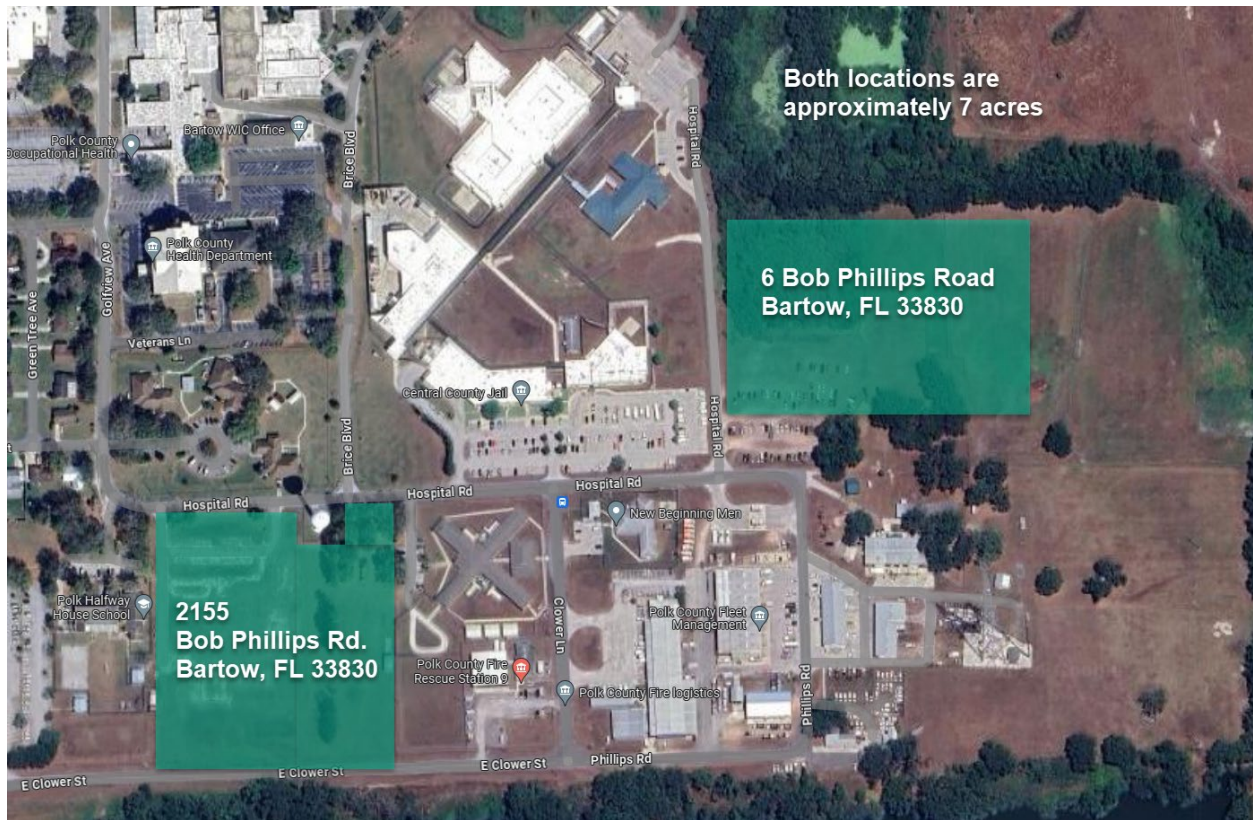
The County will negotiate a fee schedule and a lump sum cost with the selected Architectural firm after the RFP selection committee recommendation has been approved by the Board of County Commissioners.

The architectural and engineering services are to include, but not limited to, the following work categories necessary to permit and construct the new Buildings:

- a. Attend and participate in all design progress/review meetings.
- b. Participate in all modeling reviews and reporting.
- c. Provide all programming, schematic design (SD), design development (DD), and construction document (CD) level design documents.
- d. Detailed Cost Estimates.
- e. Provide constructability design reviews and reporting.
- f. Participate in all value engineering design reviews and reporting.
- g. Participate in master project scheduling and reporting services.
- h. Attend all pre-bid meetings.
- i. Provide bidding assistance review services.
- j. Attend all bid related meetings.
- k. Participate and provide all site and buildings permitting signed and sealed document services.
- l. Provide all design and sub consulting services.
- m. Participate in all pre-construction and construction progress coordination meetings.
- n. Coordinate and participate in all closeout documentation requirements and meetings.
- o. Provide complete design documents and specifications.

All work must be performed in accordance with applicable Federal, State and Local regulations.

The site will be located on County owned property at one of the two locations shown below. Both locations will be evaluated to determine which site best meets the needs of the Sheriff's Office and Polk County.



AGREEMENT

The term of this agreement will begin upon the effective date of this agreement through acceptance and approval of the County of all deliverables to be outlined in the construction bid agreement

The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three-ring binder (original and each copy in separate binders). For the purposes of this RFP, one page equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 – Executive Summary

(Items a-c: Maximum of two (2) pages)

- a) Name, company name, address, telephone number, and email address.
- b) State the number of years in business, as the same company/firm.
- c) State the number of full-time employees.
- d) Provide documentation showing proper incorporation by the Secretary of State.
- e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Tab 2 –Approach to Project (35 Points)

(Maximum of four (4) pages)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project.
- Please describe the specific abilities of the firm/team in regards to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Briefly describe firm's quality assurance/quality control program.
- Please include a project schedule.

Tab 3 – Experience, Expertise, Personnel & Technical Resources (35 Points)

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years for which your firm performed architectural services for the design of similar size and scope. (Limit response to one (1) page per project)
- For each project please provide:
 - a. Name and location of the project;
 - b. Size and cost of the project;

- c. Project representative name, address, phone number, and email address;
 - d. Date project was completed or is anticipated to be completed; compare to the original date.
 - e. The nature of the firm's responsibility on the project;
 - f. Identify the key staff and their role in each project;
 - g. Identify working relationship of consultants or joint venture on project, if applicable;
 - h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
 - i. List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
 - The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name and current position held by the person
 - b) Name, title and project assignment
 - c) Experience:
 - 1) Types of projects.
 - 2) Size of projects (dollar value of project).
 - 3) What were their specific project involvements?
 - Demonstrate each key staff's availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff member)
 - Identify sub consultants to be used, if any. For each sub consultant identified please provide
 - Their locations that can be utilized to expedite a deliverable if required.
 - A brief description of their experience outlining their qualifications to perform the intended services
 - A brief resume for each key personnel that will be assigned to perform the intended services.

Tab 4 Is the Firm a "Polk County Entity"? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk

County Entity to assist in performing the scope of work then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.

- Provide documentation of the Proposers' headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Provide documentation of the sub-consultant's headquarters and local offices, if any, and the amount of time the sub-consultant has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
 - The term "Polk County Entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 5 Is the Firm a "Certified Woman or Minority Business Enterprise" (5 Points)

- Polk County Board of County Commissioners has a long-standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company's certification status. Please explain how the

submitting firm will encourage minority participation in the project. (Limit response to one page)

- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business, then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County's certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
- If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
 - Valid W/MBE Certification from one of the following:
 - Florida Minority Supplier Development Council
 - Women Business Enterprise National Council
 - The State of Florida Office of Supplier Diversity
 - Florida Department of Transportation
 - U. S. Small Business Administration
 - Federal Aviation Authority
 - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for

committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6 – Interaction with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, consultation, governing regulations; and other related activities. Describe the firm's ability to work with the County's Facilities Management Division, Procurement Division, Building Division, Codes Division, and County Attorney's Office staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge and experience securing permits from all local, State and federal agencies that may have jurisdiction related to this project. (Limit response to one (1) page).

Tab 7 – Timely Completion of Projects (5 Points)

- Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. (Limit response to two (2) pages maximum)

Tab 8 – Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for all projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all three surveys and score as follows
 - Average Score between 9-10 10 Points
 - Average Score between 7-8 8 Points
 - Average Score between 5-6 6 Points
 - Average Score between 3-4 4 Points
 - Average Score between 1-2 2 Points
 - Average Score of 0 0 Points

SUBMITTAL OF PROPOSALS

Interested parties are invited to submit one original marked **ORIGINAL** and five (5) copies marked **COPY**, and one (1) complete submittal on **Flash Drive** of their proposal in a sealed container to the Procurement Division. The parcel should be labeled “**RFP #24-643, Professional Architectural and Engineering Services for the Sheriff’s Office – Polk County Joint-Use Warehouse & Facilities Management Administration Building**” and marked with the respondent’s name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830**

The submittal shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, November 20, 2024.**

The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the respondent.

The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement’s website as soon as possible after bid opening.

Selection Process

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the “Selection Committee”) that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County’s discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).
- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:

○ Local (Tab 4)	5 points
○ W/MBE Certification (Tab 5)	5 Points
○ Surveys of Past Performance (Tab 8)	<u>10 points</u>
Subtotal Points	20 points

by the process stated under each corresponding Tab description as set forth on Pages 8 -12.

- 1) Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- | | |
|--|-----------------|
| • Approach to Project (Tab 2) | 35 Points |
| • Experience, Expertise, (Tab 3) | 35 Points |
| Personnel, and Technical Resources | |
| • Interaction w/ County & Regulatory (Tab 6) | 5 points |
| Agencies | |
| • Timely Completion of Projects (Tab 7) | <u>5 points</u> |
| Subtotal Points | 80 points |

by the following process:

- 1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:
 - EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

- VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

- **GOOD (0.6):** Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

- **FAIR (0.4):** Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

- **POOR (0.2):** Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- **UNACCEPTABLE (0.0):**

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member

classifies the “Experience and Expertise” criterion (which shall be worth 25 points for the purpose of this example) as “Very Good” (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member’s total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their proposal evaluations, the individual Selection Committee member’s total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee will elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee shall elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

The Selection Committee may be required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer’s Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements

- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, Procurement and the County Attorney's Office, with the assistance of the elevated Proposer shall negotiate an Agreement in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. 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 firm'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 firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability 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
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 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 and Products/Completed 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 coverages;

Independent Contractors; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent 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 or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

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 or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal 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. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

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

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of

Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A copy of the Master Consulting Agreement to be entered into with the successful proposer(s) is included with this RFP as Attachment A.

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

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/business/procurement/protest-procedures/>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S) The Consultant 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 consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by the Contractor to perform employment duties during the term of this contract; and

(ii) All persons (including sub-vendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this contract.

C. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not

limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

PUBLIC RECORD LAWS

(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

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included then Procurement will only use those identified under Tab 3.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (A&E Services for Hillsborough County Fire Station), Etc.
COST OF SERVICES	Cost of services (\$3,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2020)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 8
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Contractor)

Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Affidavit Certification Immigration Laws

RFP 24-643, Architectural and Engineering Services for the Sheriff's Office – Polk County Joint-Use Warehouse & Facilities Management Administration Building

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, 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)

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

NONGOVERNMENTAL AGENCY

SIGNATURE

PRINT NAME

TITLE

DATE

October 31, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #1

RFP 24-643, Architectural & Engineering Services for Sheriff’s Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions/answers and clarification.

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____
Printed Name: _____
Title: _____
Company: _____

RFP 24-273, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

Addendum #1

Question 1: Electronic Submittal process is not in Proposal Package? Could instructions be provided?

Answer 1: Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email tabathashirah@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 24-643 Tab 1"

"RFP 24-643 Tab 2"

"RFP 24-643 Tab 3"

"RFP 24-643 Tab 4"

"RFP 24-643 Tab 5"

"RFP 24-643 Tab 6"

"RFP 24-643 Tab 7"

"RFP 24-643 Tab 8"

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

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

Question 2: Are there any surveys of Site #1 available?

Answer 2: Unable to locate any surveys at this time.

RFP 24-273, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

Addendum #1

Clarification 1:

The site will be located on County owned property at one of the two locations shown on page 7 of the Proposal Package. Both locations will be evaluated to determine which site best meets the needs of the Sheriff's Office and Polk County. Site #1 is the preferred site for this project.

Site #1 - 2155 Bob Phillips Road, Bartow, FL 33830

Site #2 – 6 Bob Phillips Road, Bartow, FL 33830

November 6, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 2

RFP 24-643, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions/answers.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP 24-273, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

Addendum #2

Question 1: 1) Are full-page resumes for subcontractors acceptable (Tab 3, bullet point 6)?
2) Is there a page limit for that particular bullet?
3) What is the total page count max for Tab 3?

Answer 1: 1) Yes, provide information requested under bullet point #6 for each subconsultants resume. 2) One (1) page maximum per resume. 3) There is no maximum.

Proposal Package, page 9 – bullet point #6:

- Identify sub consultants to be used, if any. For each sub consultant identified please provide
 - Their locations that can be utilized to expedite a deliverable if required.
 - A brief description of their experience outlining their qualifications to perform the intended services
 - A brief resume for each key personnel that will be assigned to perform the intended services.

Question 2: It is the intent of the County to use a hard bid process or construction manager at risk delivery?

Answer 2: Unknown, to be determined.

November 12, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 24-643, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions/answers.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP 24-643, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

Addendum #3

Question 1: Please confirm our conversation at the Mandatory pre-proposal meeting that the proposer has the option of either submitting the proposal as the 1 original and 5 copies in hard copy form or delivering the proposal in digital/electronic form via Kiteworks?

Answer 1: Yes, that is correct. Please see Addendum #1, Question and Answer 1 for more detailed instructions on how to submit electronically.

Question 2: On the Survey Questionnaire, there is a line "Total Annual Budget of Entity". 1) Is this something that the person filling in the survey completes? 2) If they choose not to share that information, will our score be penalized for it?

Answer 2: 1) The survey questionnaires are completed by your references. 2) No, the proposer will not be penalized. Procurement will contact the reference to verify the information was intentionally left blank.

Question 3: In the past, when our clients complete the performance survey associated with an incomplete project, they may not score some of the survey items, such as "5 – Close out process". We have found that if left blank or incomplete, it could be (and has been) interpreted by the county as a score of zero, and could be detrimental to our score even though it does not reflect that the client was unsatisfied as noted.

Can you please confirm that the County will not factor a 0 score into the averaging value as it relates to the points awarded under Tab 8, or further clarify how to approach this situation?

Answer 3: The County will not factor a 0 score for questions left blank or containing N/A, if reference verifies the work has not been completed or the question is not applicable. Procurement will contact the reference to verify the information was intentionally left blank.

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: The Lunz Group

DBA/Fictitious Name (if applicable): _____

TIN #: 87-4155040

Address: 58 Lake Morton Drive

City: Lakeland

State: FL

Zip Code: 33801

County: Polk

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Bradley Lunz

Phone Number: 863-682-1882

Cell Phone Number: 863-682-1882

Email Address: marketing@lunz.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☒ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Florida

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

PREPARED FOR POLK COUNTY SHERIFF'S OFFICE + POLK COUNTY FACILITIES MANAGEMENT

ARCHITECTURAL & ENGINEERING SERVICES FOR THE SHERIFF'S OFFICE - POLK
COUNTY JOINT-USE WAREHOUSE & FACILITIES MANAGEMENT
ADMINISTRATION BUILDING

RFQ 24-643

PREPARED BY

THE
LUNZ
GROUP

Architecture | Interior Design

COVER LETTER

November 19, 2024
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830

RE: RFP 24-643 Architectural & Engineering Services for the Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

Dear Selection Committee,

The Lunz Group is excited to collaborate with Polk County to provide Architectural and Engineering Services for RFP 24-643 Architectural & Engineering Services for the Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building. In understanding how we can best serve Polk County, we have assembled a team that has the knowledge and expertise.

WHO WE ARE | The Lunz Group is a full-service architectural firm. We have a vested interest in building a better community starting with the built environment. We are passionate about seeing our community flourish, and we hope to provide you with design solutions that best fit your needs. We continue to grow and innovate by creating a distinct, client-centered experience, focused on delivering the best of our institution's talents, solutions and processes. Our firm is comprised of more than 24 experienced personnel, including licensed architects, project managers, designers, and an administrative team. Polk County has been our home base for more than 37 years, and we look forward to continuing to serve our community.

OUR PHILOSOPHY | At The Lunz Group, we approach every project the same way: by listening. We listen to your vision, goals, and challenges. We ask the pivotal questions to ensure your investment meets you at a higher value. We recognize values beyond the mere built environment, emphasizing the importance of your vision. Prior to the design process, we work closely with you to identify and address any anticipated or existing obstacles. The Lunz Group is comprised of design thinkers; we integrate our passion and technical expertise in everything we do. Our team focuses on innovative problem-solving by leveraging technology and providing a human-centered design approach. We provide full-service design, documentation, and quality control services driven by our unwavering commitment to our work and our clients. Our success is defined by exceeding our client's expectations, delivering designs that create solutions and buildings that last beyond our lifetime.

OUR COMMITMENT TO POLK COUNTY | Through our method of approach and best practices, The Lunz Group is positively committed to perform the services on a consistent and timely basis. Communication and Collaboration are part of our core values; without these elements, no project can be successful. We believe our team is not solely us - it also includes Polk County staff, key stakeholders, and our community. Communication and collaboration in the early phases of projects is critical when needing to stay on budget and on schedule. We have intentionally crafted a team of experts that are familiar with Polk County and have similar project experience, including: **Subject Matter Expert, Johnnie Lohrum, TLC Engineering, Kimley-Horn & Associates, and MES Group Inc.**

We do not foresee any potential conflicts of interest for these projects. We acknowledge Addenda 1, 2, and 3. Thank you for considering The Lunz Group, and we are committed to perform the specified work and look forward to the opportunity to be a part of your team once again.

Sincerely,



Bradley T. Lunz, AIA, NCARB
President & CEO, The Lunz Group

Phone 863.682.1882 | Email marketing@lunz.com | 58 Lake Morton Dr, Lakeland, FL 33801 | lunz.com | LIC: AR94778

VISION


Cultivating our communities.

MISSION

Building relationships through design.

TABLE OF CONTENTS

05	TAB 1	EXECUTIVE SUMMARY
09	TAB 2	APPROACH TO PROJECT
14	TAB 3	EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES
35	TAB 4	IS THE FIRM A "POLK COUNTY ENTITY"?
37	TAB 5	IS THE FIRM A "CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE"?
39	TAB 6	INTERACTION WITH COUNTY AND REGULATORY AGENCY STAFF
41	TAB 7	TIMELY COMPLETION OF PROJECTS
43	TAB 8	SURVEYS OF PAST PERFORMANCE
44	TAB 9	ADDENDA ACKNOWLEDGEMENTS



TAB 1

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

WE ARE THE LUNZ GROUP.

The Lunz Group is a client-oriented, Florida based, award-winning architectural firm. At The Lunz Group, we approach every design as a collaborative experience where we listen to your vision and project goals. Our team of architects, designers and planners are in sync with the evolving demands of a modern civic work environment where municipalities want to develop state-of-the-art facilities while still meeting budgetary requirements.

Our municipal team has experience dealing with a multitude of public and civic projects, from fire and police stations, to administrative facilities, parks and recreation and more. Our designers are experienced with nearly every project type including interior/exterior renovations, code compliance, new construction, building assessments, studies, visualizations, and rehabilitation needs that enhance the quality of life for the community. The Lunz Group has partnered with Polk County and Polk County Sheriff's Office on various projects throughout the last three decades, including projects such as fire station, administrative department facilities, training centers, and more.

160⁺

PROJECTS
COMPLETED IN
POLK COUNTY

37

YEARS IN
BUSINESS

90%

OF OUR SERVICES
PROVIDED TO
REPEAT CLIENTS



OUR PROFESSIONAL SERVICES

- ARCHITECTURAL DESIGN
- SCHEMATIC DESIGN
- BID & CONTRACT DOCUMENTS
- MASTER PLANNING
- SPACE PLANNING
- ANIMATION
- SITE ANALYSIS
- INSPECTIONS & PERMITTING
- PROGRAMMING
- PROGRAM MANAGEMENT
- CONSTRUCTION ADMINISTRATION
- VALUE ENGINEERING
- HISTORIC PRESERVATION
- GRAPHICS
- BUILDING COMMISSIONING
- INTERIOR DESIGN
- VISUALIZATION

EXECUTIVE SUMMARY

FIRM OVERVIEW

THE LUNZ GROUP.

PRIMARY CONTACT

Bradley T. Lunz, AIA, NCARB
President & CEO, The Lunz Group
58 Lake Morton Drive
Lakeland, FL 33801
marketing@lunz.com
863-682-1882
www.lunz.com

OFFICE LOCATIONS

Headquarters/Proposing Office - Lakeland, FL
58 Lake Morton Drive, Lakeland, FL 33801

Branch Office - Celebration, FL
615 Celebration Avenue, Kissimmee, FL 34747

PERSONNEL RESOURCES

23 total employees, of which includes:

- Five (5) Licensed Architects
- Nine (9) Designers
- Two (2) Project Managers
- Five (5) Administrative Staff
- One (1) Green Globes Professional
- One (1) Registered Residential Contractor

FIRM INFORMATION

The Lunz Group LLC

Parent Company | S Corp.
Little Blue Heron Holdings, Inc.

Incorporated in Florida, 1987 | 37 Years in Business

State of Florida Department of State

I certify from the records of this office that THE LUNZ GROUP, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 12, 2022, effective November 5, 1987.

The document number of this limited liability company is L22000015399.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024 and that its status is active.



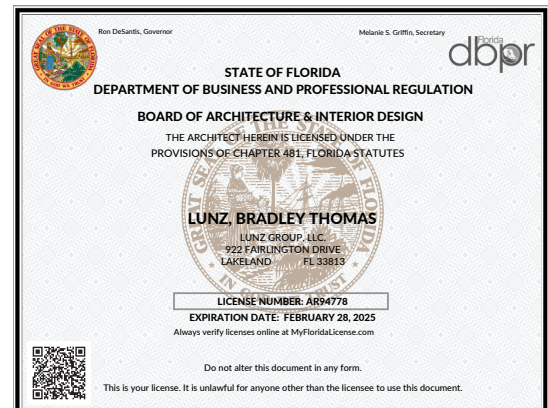
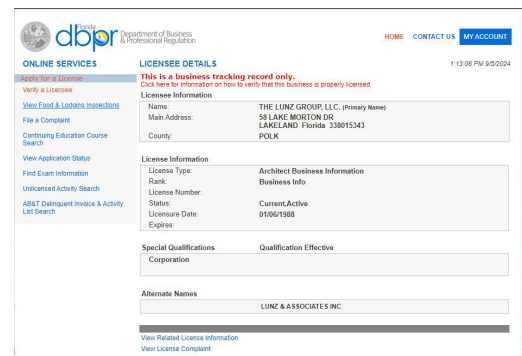
Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of October,
2024


Secretary of State

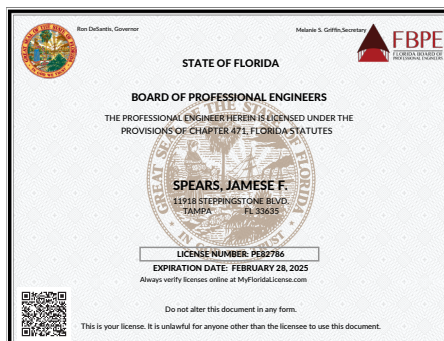
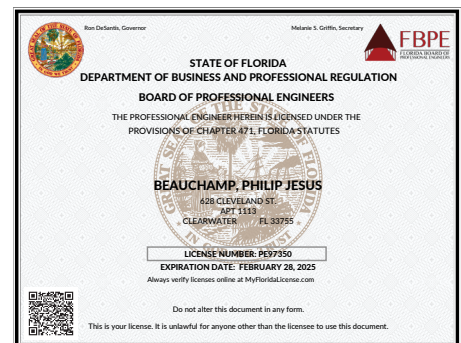
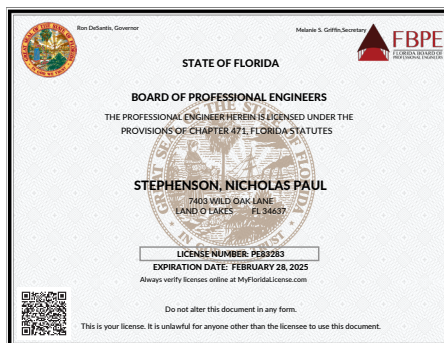
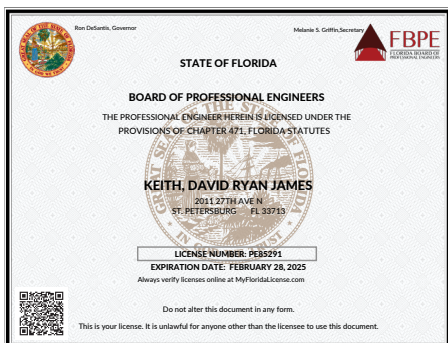
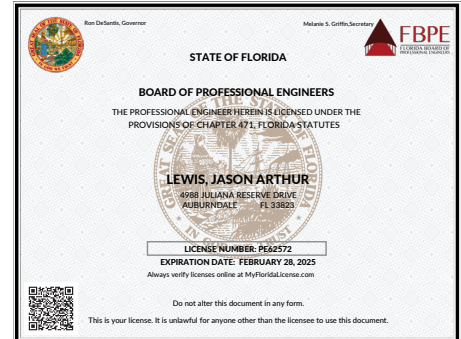
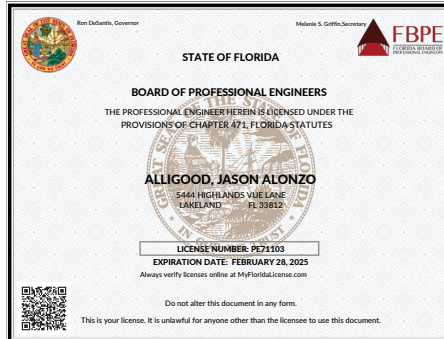
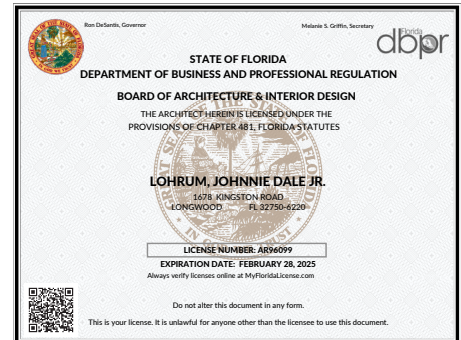
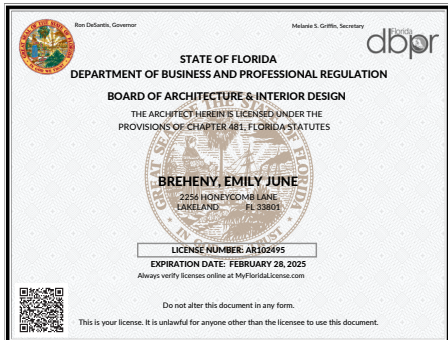
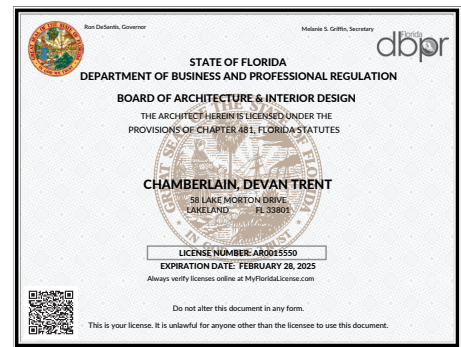
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To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

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EXECUTIVE SUMMARY





TAB 2

APPROACH TO PROJECT

APPROACH TO PROJECT

PROJECT UNDERSTANDING | It is our understanding that Polk County is seeking professional architectural and engineering services To design and build a joint-use warehouse and facilities management administration building that will serve Polk County facilities management as well as the Polk County Sheriff's Office. We understand the intent of the project is to design and build a 100,000 square foot warehouse with 15,000 square feet of office space located within the warehouse. 80,000 square feet will be for the Sheriff's property and evidence storage and supply operations, which includes 5,000 square feet of office space. 10,000 square feet will be for Polk County's emergency supply storage, and finally, another 10,000 square feet will be for facilities management and administrative offices. The construction cost is estimated at \$18M, with the structure system desired being tilt-wall concrete construction. We understand the County owns two sites in Bartow that can be utilized for this project, with preference towards the first site that includes utilities and convenient access points.

OUR APPROACH | The Lunz Group and it's consultants are very familiar with Polk County's processes, project approach, and best practices. Our longstanding relationship with the Polk County team and range of projects positions us to be the top choice for this new facility. We intentionally selected our team of qualified, experienced subconsultants to form a strong project team. Our approach begins with conducting thorough due diligence in the pre-design phase, which entails an in-depth code and site investigation to ensure a solid foundation for the project. Collaboration is one of our core values and a key component of our process. We will engage with all stakeholders during the programming phase to ensure we understand and incorporate their needs for this project. Our BIM management system enables clear and effective communication between our consultants and the Polk County team, ensuring that the documentation remains clear and accurate from Schematic Design (SD) through Construction Documents (CD). Finally, throughout the Construction Administration phase, our experienced team and Project Manager will provide ongoing administration, from pre-bid through to close-out, ensuring that the project is built efficiently and to the highest standards for Polk County.



SPECIFIC ABILITIES | Our firm strives to deliver projects on time and on budget to meet the needs of our clients. We understand that timelines for many of our clients are critical and have experience working within time constraints. Senior Project Manager, Gregory Selvidge, will provide team oversight to ensure deadlines are being met through regular check-ins and accountability. We also work with our clients and consultants to set realistic, attainable timelines at the start of each project, to ensure schedule expectations are clear with all parties involved.

The Lunz Group generates a fully detailed fee proposal that identifies the project scope, fee structure, duration, and deliverables

per phase. The fee proposal also identifies all project related consultants, their roles, and responsibilities. We identify what we've heard, list of included and excluded scope items, and more, as a means for the client to fully understand what we believe is captured in the project.

The Project Manager conducts a weekly walk-through of tasks to be completed for the following week to ensure tasks are being managed and completed on schedule. The project schedule identifies all critical milestone packages, internal QA/QC checkpoints, and Owner review periods to ensure schedule compliance. Throughout the life cycle of the project, we will utilize our internal QA/QC process to limit errors and omissions. This process alerts the team to tasks that are pending or falling behind schedule so that steps can be planned to bring those tasks back to schedule compliance. All project related design and Owner-Architect-Contractor meetings are led by The Lunz Group team. We'll author and distribute any necessary meeting minutes and action items to the entire team. Additionally, our team also utilizes a project-based ERP software that builds a Work Breakdown Structure to identify internal staffing resources required to deliver the project efficiently, on time and on budget.

APPROACH TO PROJECT

TECHNOLOGIES | Our firm has been around for almost 37 years, and within those three decades, we have constantly adapted to changes in technology and best practices. As part of The Lunz Group's process, we set time aside to sit with our clients and review our formal proposal face-to-face, to ensure all parties are on the same page, and that all goals and project vision align with client needs.

Most recently, our firm has been updating our BIM standards to better serve our clients and work with our team of engineers more efficiently. We leverage all aspects of 3D modeling, instead of relying solely on 2D AutoCAD Drafting. Part of updating our BIM Standards includes a BIM Execution Plan we share with our subconsultants prior to onboarding them to the project. This ensures that all parties on the design team are utilizing the same technologies and design standards; this benefits our clients in regard to scheduling and seamless review. With our BIM Standards, we have incorporated clash detection among Architectural, MEP, and Structural drawings in our process. In addition, by utilizing 3D tools and Autodesk Construction Cloud (ACC), our team provides clients with the opportunity to be involved at their own pace. This bridges the gap between Owner and Architect for visual check-ins.

Our in-house visualization team provides larger than life renderings to bring the project from concept to reality. Our visualization team is able to quickly turn around design-focused renderings to ensure we are meeting the aesthetic goals and objectives for the project. Our collective of interdisciplinary artists hold decades of professional experience spanning animation, concepting, visualization and more. Animating previsualized worlds is what we do best, and by doing so, help sell concepts, convey intent, and help create buy-in from key stakeholders and community members.

Additionally, our team utilizes a Matterport Pro3 3D Camera, which allows our team to evaluate existing conditions of buildings. This device produces 3D scans that can be imported directly into Revit and modeled alongside, creating efficiencies for our team and clients. This resource has aided our clients with scheduling and budgeting. Utilizing this technology prior to programming helps our team understand what may be required and discussed prior to any finalized designs or floor plans.

EVIDENCE PROCESSING | Building Systems are a key part of the Chain of Custody when evidence is processed and stored. Preservation of evidence is achieved with redundant electrical power from emergency generators to provide proper dehumidification of storage areas and proper refrigeration and monitoring of biologically sensitive evidence. Proper HVAC design also includes proper exhausting of biologic and toxic fumes from both Evidence Storage and the Forensics Laboratory. Survivability of the Polk County Facility is critical to allow all other building systems to function and preserve the Chain of Custody. If the envelope of the secured building is compromised all other systems dedicated to properly store evidence could be damaged and/or lost. In the event of a natural or man-made disaster the essential function of law enforcement includes the evidence processing and storage.

Evidence storage shall be placed adjacent and connected only to Evidence Processing spaces to allow for evidence processing staff to process all evidence securely. Different evidence shall be separated into different rooms with access control to each based on the type of evidence. The following evidence categories include: Cash/Valuables, Narcotics, Weapons, and Bulk Evidence Storage.

BUILDING SECURITY | Typically all public safety buildings including Evidence Processing and Storage buildings should have limited points of access, generally a singular public entry and a separate point of staff access into the facility. Entry to the Evidence Processing and Storage building must be controlled with a variety of systems including, CCTV monitoring, electronic locking devices at doors and voice communication (push-to-call) capability. These systems are generally "discrete" in that they are non-obtrusive while providing the necessary security functions. Similarly, all items brought into the building by a visitor can be screened and state of the art technology to accomplish these tasks is readily available. Deliveries of products, supplies and mail pose unique threats to a facility, as recent events have shown. Some entities have elected to locate separate facilities to accommodate these functions in order to protect against total building failure from contaminants such as Anthrax or introduced air borne pathogens. CPTED (Crime Prevention Thru Environmental Design) principles will be utilized throughout the design of the new Evidence Facility.

APPROACH TO PROJECT

QUALITY CONTROL & QUALITY ASSURANCE

The Lunz Group relies on our Quality Control & Quality Assurance (QC/QA) plan to assure work plan compliance. Our project quality assurance plan ensures that regular project review meetings occur to update information and verify schedule and budget targets.

Our quality control structure consists of: Principal in Charge, Project Manager & QA/QC Principal



The Lunz Group has found that by instilling our three-tier QA/QC process in every project, our team is able to produce accurate and detailed drawings for permit, meaning less back-and-forth with department for approvals and a quicker turn around for construction kick-off. It also allows for us to remain on schedule, even during accelerated schedule projects.

All plans are reviewed at each milestone (30%, 60%, 90% and 100%) by QA/QC principals who are not involved in the project. At the 30% submittal, we confirm our consultant's understanding of scope and budget. As the project progresses, we seek insight from the Polk County team as they determine the adequacy of the work, design, costs and adherence to project criteria.

Regular meetings are held with our consultants to discuss the status of the project. Timeline schedule charts and budget analysis are discussed; near-term deliverables are defined. This process alerts the team to tasks that are pending or falling behind schedule so that steps can be planned to bring those tasks back to schedule compliance. During all phases of the project, our team tracks budget adherence and assures quality, to ensure Polk County is receiving exceptional services.

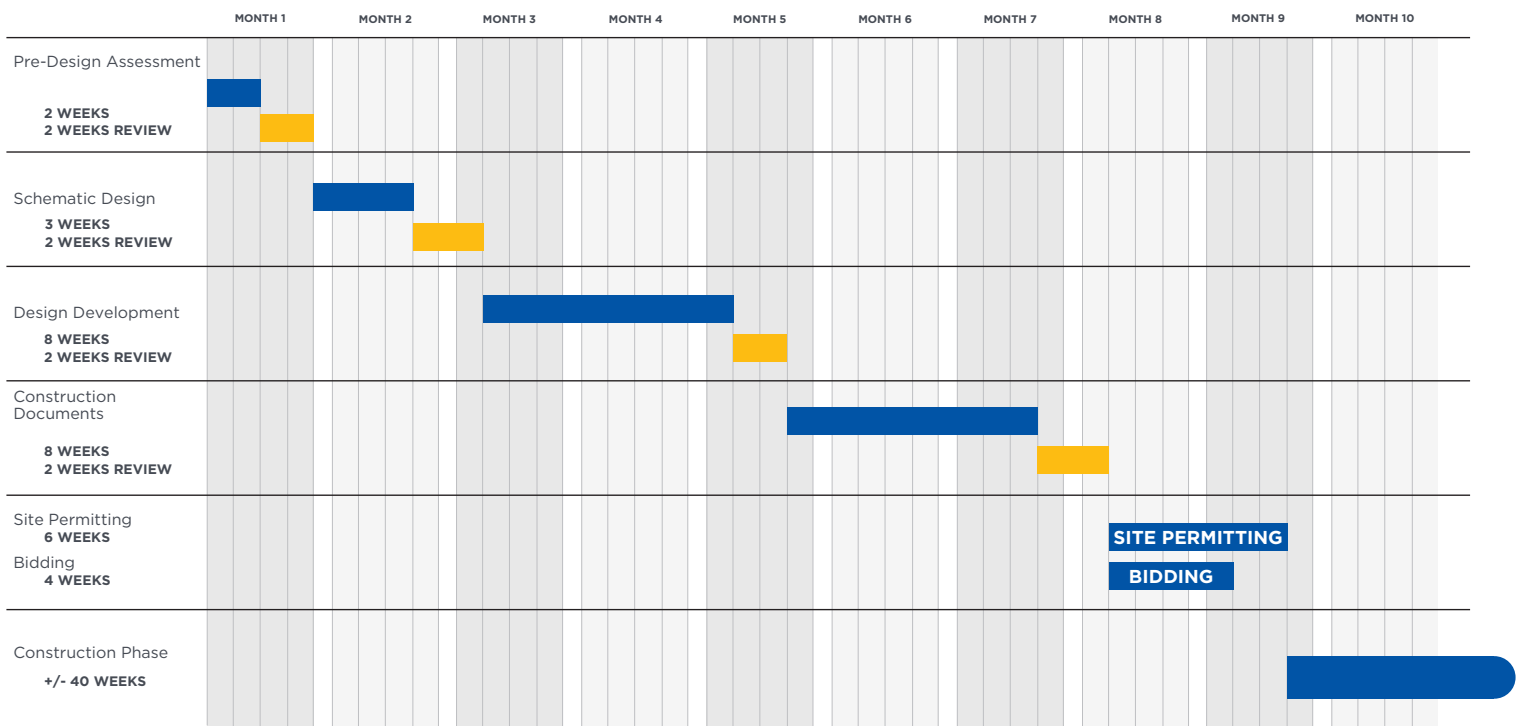
APPROACH TO PROJECT

ANTICIPATED DESIGN SCHEDULE

Each project is unique in its' needs, budget, and timeliness. The Lunz Group is dedicated to getting each project completed in a time that is practical and fits your needs, without sacrificing quality. We will work with our design team and the Polk County team to deliver a comprehensive schedule for the Joint-Use Warehouse & Facilities Management Administration Building.

Our firm strives to deliver projects on-time and on-budget to meet the needs of our clients. We understand that timelines for many of our clients are critical and have experience working within time constraints. **Senior Project Manager, Gregory Selvidge**, will provide team oversight to ensure deadlines are being met through regular check-ins and accountability. We also work with our clients and consultants to set realistic, attainable timelines at the start of each project, to ensure schedule expectations are clear with all parties involved.

At this time, we anticipate the following tentative schedule:



Estimated Project Duration:

+/- 73 WEEKS | +/- 17 MONTHS

*Schedules above are estimated and based on current projects; this is subject to change. Phases can occur simultaneously to accelerate schedules or further collaboration with multiple departments as needed.



TAB 3

EXPERIENCE, EXPERTISE, PERSONNEL
& TECHNICAL RESOURCES

EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

POLK COUNTY SHERIFF'S RIDGE DISTRICT STATION AT POINCIANA

POINCIANA, FL



SIZE: 21,000 SF | **COMPLETED:** IN PROGRESS | **COST:** EST. \$9M

PROJECT REPRESENTATIVE: Andria McDonald, Executive Director | 1891 Jim Keene Blvd., Winter Haven, FL 33880 | 863.298.6604 | amcdonald@polksheriff.org

PROJECT DESCRIPTION

The Lunz Group is currently designing the Sheriff's East District Command Center. Services are to include, but are not limited to; all required permitting, design and construction for a new building, site development, storm water systems, utility service engineering, accompanying access entrance drives, surface parking areas, site lighting, general fencing, and landscaping.

The Sheriff's East District Command Center will be constructed on County owned property located in the East area of Polk County. The primary intent of the project is to design, permit and construct an approximate +/- 21,000 square foot single story building providing for new administration offices, meeting rooms, breakroom, restrooms and sallyport. The project will utilize a reuse of the current Northridge District Station completed in 2009 by The Lunz Group. This project is hurricane hardened, is funded through a Federal Grant, and is to be constructed through the Design-Bid-Build construction method.

KEY PERSONNEL: Bradley T. Lunz, Principal In Charge; Gregory Selvidge, Senior Project Manager; Emily Breheny, Project Manager; Trent Chamberlain, Senior Project Architect/QA

CONSULTANTS: MES Group Inc.

BUDGET + SCHEDULE VARIATIONS: N/A

FIRM RESPONSIBILITY: Architect of Record

POLK COUNTY
RFP 24-643 | A&E SERVICES FOR THE SHERIFF'S OFFICE - POLK COUNTY JOINT-USE WAREHOUSE
& FACILITIES MANAGEMENT ADMINISTRATION BUILDING

EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

POLK COUNTY SHERIFF'S BURNHAM-MCCALL TRAINING CENTER

BARTOW, FL



SIZE: 48,000 SF | **START DATE:** 2021 | **COMPLETION DATE:** 2024

ORIGINAL BUDGET: \$6.8M | **FINAL COST:** \$6.8M

PROJECT REPRESENTATIVE: Andria McDonald, Executive Director | 1891 Jim Keene Blvd., Winter Haven, FL 33880 | 863.298.6604 | amcdonald@polksheriff.org

PROJECT DESCRIPTION

The Lunz Group worked with the Polk County Sheriff's Office for the Architectural and Engineering Services for the new Burnham-McCall Training Center Facility. The scope included the removal and replacement of the existing building structures with a new administration and classroom single story building structure in conjunction with the training range facilities that remained in place. The project consisted of two distinct work phases. The first phase included the construction of an approximate 22,000 SF pre-engineered metal building (with insulated metal panels), various site improvements inclusive of required storm water pond construction, new utility connections, drives, landscaping and parking areas. The second phase incorporated the removal and disposal of the existing modular building structures and site cleanup, grading and sodding. Designing a facility that met site constraints and provided adequate parking was a great accomplishment for our team. Unique site challenges were faced during design, such as; the drive track's proximity to wetlands, and a TECO easement near the property line. Our team worked closely with Polk County to determine the best course of action and provided solutions. The Burnham-McCall Training Center withstood three major hurricanes prior to the grand opening, with no issues or damages reported.

KEY PERSONNEL: Bradley T. Lunz, Principal In Charge; Gregory Selvidge, Senior Project Manager; Emily Breheny, Project Manager; Trent Chamberlain, Senior Project Architect/QA

CONSULTANTS: TLC Engineering, MES Group Inc.

BUDGET + SCHEDULE VARIATIONS: N/A, on schedule and on budget.

FIRM RESPONSIBILITY: Architect of Record

EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

POLK COUNTY ROADS & DRAINAGE OFFICE ANNEX

WINTER HAVEN, FL



SIZE: 16,907 SF | **START DATE:** 2018 | **COMPLETION DATE:** 2022

ORIGINAL BUDGET: \$3.5M | **FINAL COST:** \$3.5M

PROJECT REPRESENTATIVE: Steve McMillan, Polk County Architectural Services Manager
863.534.5511 | stevemcmillan@polk-county.net

PROJECT DESCRIPTION

Our team designed a new administration office building and parking lot, connecting to an existing office-warehouse building in a campus style juxtaposition. Services provided included architectural design, mechanical engineering, electrical engineering, plumbing engineering, structural engineering, civil engineering, and landscape architecture. Despite the COVID-19 outbreak during the construction phase, our team managed to complete the project on-schedule and on-budget. We were also required to provide a new wastewater life station, which was not included in the original budget. With value engineering and cooperation with the end-users, we were able to meet the County's budget.

KEY PERSONNEL: Bradley T. Lunz, Principal In Charge; Gregory Selvidge, Senior Project Manager; Emily Breheny, Project Architect; Trent Chamberlain, Senior Project Architect/QA

CONSULTANTS: MES Group Inc.

BUDGET + SCHEDULE VARIATIONS: On schedule, Eight (8) Change Orders totaling \$357,328.83 (Client Savings)

FIRM RESPONSIBILITY: Architect of Record

EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

POLK COUNTY UTILITIES OPERATIONS

WINTER HAVEN, FL



SIZE: 48,000 SF | **START DATE:** 2016 | **COMPLETION DATE:** 2018

ORIGINAL BUDGET: \$5M | **FINAL COST:** \$5M

PROJECT REPRESENTATIVE: Steve McMillan, Polk County Architectural Services Manager
863.534.5511 | stevemcmillan@polk-county.net

PROJECT DESCRIPTION

The Lunz Group collaborated with Jones Edmunds on this project, serving as the Architect of Record. The initial process included preliminary programming analysis of the site & proposed building typologies to identify space requirements, including square footage and adjacencies. The Lunz Group was awarded the project in 2016 to lead the design process for a new, 48,000 SF operations building with design emphasis placed on the original findings. A 5,000 SF control building was included in this overall design.

The administration building contains office space, warehousing, and maintenance accommodations, eliminating unneeded areas from the building footprint to make day-to-day operations more efficient. The County consolidated six of their utility departments into a single, centralized, cutting edge regional WTP; the Central Regional Utility Service Area (CRUSA). The building was developed in tandem with the new control building for ozone generators on the same site. This building was designed as a viable EOC which included wind rated windows, doors and structural system. The spaces designed include full breakroom, full restroom and shower amenities, readiness rooms and safe spaces. This is the largest water production plant project completed in Polk County.

KEY PERSONNEL: Bradley T. Lunz, Principal in Charge; Trent Chamberlain, Senior Project Architect/QA

BUDGET + SCHEDULE VARIATIONS: N/A, on schedule and on budget.

FIRM RESPONSIBILITY: Architect of Record

EXPERIENCE, EXPERTISE, **PERSONNEL &**
TECHNICAL RESOURCES

UTILITIES AND SOLID WASTE FACILITY

PLANT CITY, FL



SIZE: 15,000 SF | **START DATE:** 2021 | **COMPLETION DATE:** IN-PROGRESS, EST. FEBRUARY 2025

ORIGINAL BUDGET: \$7.9M | **FINAL COST:** TBD

PROJECT REPRESENTATIVE: Hye (Jay) Kwag, CIP, Engineer Manager, City of Plant City | 813.365.4929
hkwag@plantcitygov.com

PROJECT DESCRIPTION

The City of Plant City is working in collaboration with The Lunz Group for the design and build of a New Facility for their Utilities and Solid Waste Departments. The one story office building will house the Plant City Utilities Management and Solid Waste Management to include their main offices and conference rooms. The new facility will be approximately 15,000 square feet to include an addition of approximately seven (7) new parking spaces. The new parking spaces complement the existing parking lot on the north side of the future facility, which currently has adequate capacity. Services for the new facility include architectural; civil engineering; structural engineering; mechanical, electrical, and plumbing; and fire protection engineering services.

KEY PERSONNEL: Bradley T. Lunz, Principal In Charge; Emily Breheny, Project Architect; Trent Chamberlain, Senior Project Architect/QA

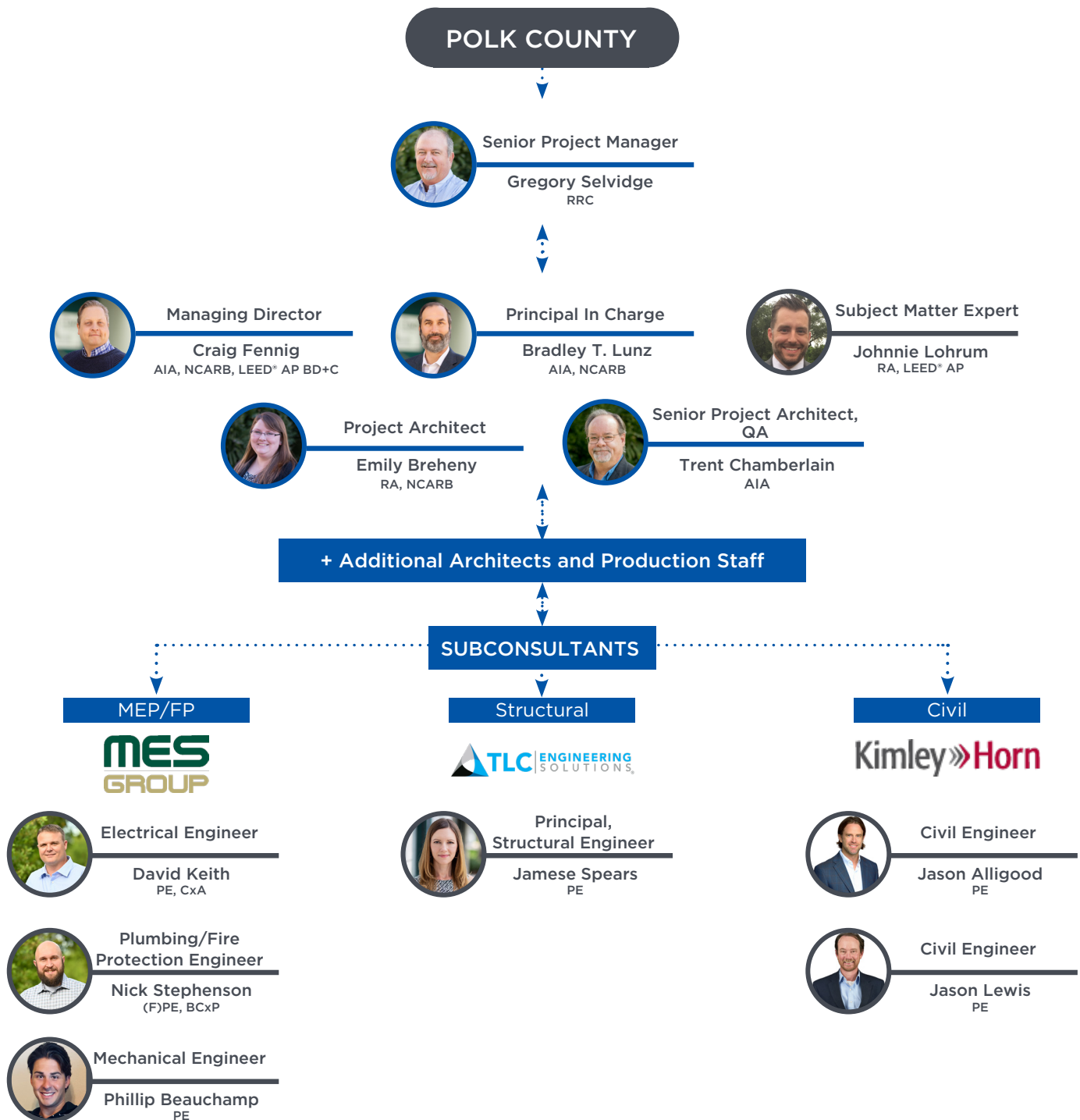
BUDGET + SCHEDULE VARIATIONS: N/A, on schedule and on budget.

FIRM RESPONSIBILITY: Architect of Record

CONSULTANTS: MES Group Inc.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

ORGANIZATION CHART



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



BRADLEY T. LUNZ AIA, NCARB

Principal In Charge

Brad serves as the President and CEO of The Lunz Group. He is an internationally published thought leader, renowned entrepreneur, and registered architect with more than 25 years of architectural experience, and 30 years of construction experience. He has worked on a variety of building typologies including fire stations, aviation facilities, county and state government buildings, public safety facilities, and correctional facilities. Brad strives to provide clients solutions through sustainable designs that last beyond a lifetime. He also strives to engage local manufacturers and suppliers by locally sourcing materials. Brad brings a breadth of experience in resolving a client's spatial and budgetary requirements while delivering a quality design exceeding expectations.

EDUCATION

Bachelor of Architecture, Savannah College of Art and Design

Master of Architecture, Savannah College of Art and Design

CREDENTIALS

Florida Registered Architect, AR94778

YEARS OF EXPERIENCE

25

YEARS WITH THE LUNZ GROUP

16

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

10%

RELATED EXPERIENCE

- Polk County Utilities Operations; Winter Haven, FL
- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Sheriff's Burnham-McCall Training Center; Bartow, FL
- Plant City Utilities & Solid Waste Facility; Plant City, FL
- Polk Regional Water Cooperative Water Processing Facility; Polk County, FL
- Polk County Sheriff's Office Northeast District Command Center; Davenport, FL
- Polk County Fire Station Prototype Design; Polk County, FL
- Polk County Fire Training Center; Polk County, FL
- Vaughn Road Master Plan; Polk County, FL
- Polk County Sheriff's Office Book-In Feasibility Study; Polk County, FL
- Polk County Events Storage & Operations Center; Polk County, FL

ADDITIONAL EXPERIENCE

- NOAA Aircraft Operations Center Phase I; Lakeland, FL
- NOAA Aircraft Operations Center Phase II; Lakeland, FL
- Lakeland Fire Station No. 7/ARFF (Two Globe Rating)*; Lakeland, FL
- City of Lakeland Fire Training Facility; Lakeland, FL
- Lakeland Regional Health I-4 & Kathleen Road Medical Office Building; Lakeland, FL
- Summit Consulting Headquarters & Parking Garage; Lakeland, FL
- Treatt USA Headquarters; Lakeland, FL
- R & L Carriers Facility; Lakeland, FL
- Lake Ariana Park; Auburndale, FL
- Southwest Regional Wastewater Treatment Facility Operations; Mulberry, FL
- Winter Haven Fire Station No. 3; Winter Haven, FL
- Winter Haven Fire Station No. 4; Winter Haven, FL
- Winter Haven Fire Station No. 5; Winter Haven, FL
- Pinellas Park Public Works Facility; Pinellas Park, FL
- Osceola County Sheriff's Health Center; Kissimmee, FL



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



CRAIG FENNIG AIA, NCARB, LEED AP BD+C *Managing Director*

Craig is the Managing Director at The Lunz Group. He manages the day-to-day operations and acts as a liaison between leadership and production staff. He brings a broad range and depth of experience throughout his architectural and consulting career. He has been a part of a variety of domestic and award-winning international architectural and consulting firms, serving in a multitude of capacities. Craig excels in project management, corporate management, and operations. He has managed projects domestically and internationally at all levels of complex design, construction, and delivery.

EDUCATION

Bachelor of Architecture, Lawrence Technological University

Master of Architecture dual degree in Management, Lawrence Technological University

CREDENTIALS

Registered Architect in the states of Michigan, New York, Connecticut, New Jersey, Ohio, Indiana, Illinois, Arizona, Utah, Kentucky, and Pennsylvania

MEMBERSHIPS

United States Green Building Council (USGBC) Member

International Council of Shopping Centers (ICSC) Member

Urban Land Institute (ULI) Member

YEARS OF EXPERIENCE

30

YEARS WITH THE LUNZ GROUP

1

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

5%

EXPERIENCE PRIOR TO JOINING THE LUNZ GROUP

- Mall of Saud, Riyadh, Saudi Arabia - (CRTKL)
- Mall of Saudi (ULO) - Ski, Riyadh, Saudi Arabia - (CRTKL)
- Mall of Emirates ULO -Ski, Dubai, UAE - (CRTKL)
- Lalaport Mall, Taipei Taiwan - (CRTKL)
- MXD Nanjing Jiangbei New District, Namjing Jiangsu, China - (CRTKL)
- SCE Shanghai Zhongjun Huacao Town, Shanghai, China - (CRTKL)
- Centralcon Shenzhen Xixiang, Shenzhen, China - (CRTKL)
- Fulton Market, Chicago - (CRTKL)
- Rose and Loon Makers Market, Roseville, MN - (CRTKL)
- Stony Point Fashion Park, Richmond, VA - (CRTKL)
- La Plaza, McAllen, TX - (CRTKL)
- Cityplace, Dallas, TX - (CRTKL)
- Corinth Square Shops, Prairie Village, KS - (CRTKL)
- Rosedale Center, Roseville, MN - (CRTKL)
- Roosevelt Field Mall Expansion & Renovation, Long Island, NY - (CRTKL)
- Dadeland Mall Expansion & Renovation, Miami, FL - (CRTKL)
- Frisco Station Hub Mixed Use Development, Frisco, TX - (CRTKL)
- Northfield Shops Mixed Use Development, Northfield, CO - (CRTKL)
- Victory Park Retail, Dallas, TX - (CRTKL)
- YH Global Headquarters, Shanghai, China - (CRTKL)
- DFW China Town Mixed Use Development, Richardson, TX - (CRTKL)
- Village on the Parkway Office Tower, Dallas, TX - (CRTKL)
- Cleburne Station Retail Development, Cleburne, TX - (CRTKL)
- Rice Village Retail Renovation, Houston, TX - (CRTKL)
- Cottonwood Mixed Use Development, Salt Lake City, UT - (CRTKL)
- Bonofico High Street Mixed-Use Development, Manila, Philippines - (A3)
- BCG East Block Mixed Use Development, Makati, Philippines - (A3)
- Sapporo Office Building, Sapporo, Japan - (A3)
- Arbor Hills Crossing Retail Development, Ann Arbor, MI - (A3)
- Delphi World Headquarters Renovation, Auburn Hills, MI - (A3)



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



GREG SELVIDGE RRC

Senior Project Manager

Greg brings more than 25 years of experience specifically in fire station design and construction. Greg has a strong background in construction, architecture, and product design, especially as they relate to fire stations. Greg strives to provide clients with design solutions that are tailored to their needs and has extensive experience with construction administration and project management. He has worked on more than 30 fire stations throughout his career. Greg is currently working closely with the City of Apopka and Highlands County on fire station projects, as well as Polk County, with multiple fire stations in construction phases. Greg will be the main point of contact for the design team and will be responsible for project oversight and coordination.

EDUCATION

Bachelor of Architecture, Georgia Institute of Technology

CREDENTIALS

Florida Registered Residential Contractor, RR282811816

YEARS OF EXPERIENCE

26

YEARS WITH THE LUNZ GROUP

23

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

50%

RELATED EXPERIENCE

- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Sheriff's Office Burnham-McCall Training Center; Bartow, FL
- Polk County Fire Training Center; Polk County, FL
- Polk County Fire Station Prototype; Polk County, FL
- Polk County Sheriff's Office Intake Facility Renovation; Polk County, FL
- Vaughn Road Master Plan; Polk County, FL
- Pinellas Park Public Works Facility; Pinellas Park, FL
- Durbin Park Community Center; Kissimmee, FL
- Lake Myrtle Park; Auburndale, FL
- Mulberry Fire Station; Mulberry, FL
- Four Corners Fire Rescue; Four Corners, FL

ADDITIONAL EXPERIENCE

- Winter Haven Fire Station No. 2 Hardening; Winter Haven, FL
- South Lake Howard Nature Park Expansion; Winter Haven, FL
- Mulberry Fire Station; Mulberry, FL
- Marion County EMS Prototype Design; Marion County, FL
- Sanford Fire Station No. 40; Sanford, FL
- Sleepy Hill Fire Station; Lakeland, FL
- Galloway Fire Station; Lakeland, FL
- Apopka Fire Station No. 5; Apopka, FL
- Apopka Fire Station No. 6; Apopka, FL
- Haines City Fire Station; Haines City, FL
- Southwest Sumter Fire Station; Sumter County, FL
- North Wildwood Fire Station; Sumter County, FL
- Watkins Road Fire Rescue; Haines City, FL
- Northeast Regional Park Baseball Complex; Davenport, FL



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



EMILY BREHENY RA, NCARB

Project Architect

Emily joined The Lunz Group in 2016 upon graduating with her Master's in Architecture from the University of South Florida. She has a strong background in various levels of design development, programming, master planning, and schematic design, specializing in municipal projects. In the last three years, Emily has worked on more than 10 public safety facilities, including fire stations, Sheriff operation centers, and more, throughout the Central Florida region. She has a strong background in various levels of design development, programming, master planning, and schematic design, specializing in municipal projects.

EDUCATION

Master of Architecture, University of South Florida

CREDENTIALS

Florida Registered Architect, AR102495

MEMBERSHIPS

Lakeland Zoning Board of Adjustments & Appeals (ZBAA), Member

Polk County ACE Mentor Program, Board Member

YEARS OF EXPERIENCE

9

YEARS WITH THE LUNZ GROUP

8

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

70%

SELECT EXPERIENCE

- Polk County Sheriff's Office Burnham McCall Training Center; Polk County, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Plant City Utilities & Solid Waste Facility; Plant City, FL
- Marion County Sheriff's Office Remodel; Ocala, FL
- Marion Creek Fire Rescue; Polk County, FL
- Mulberry Fire Station; Mulberry, FL
- Marion County Sheriff's Helicopter Hangar Design; Ocala, FL
- Hillsborough County Sheriff Behavioral Health Clinic Study; Tampa, FL
- Hillsborough County Sheriff Behavioral Health Clinics A-C; Tampa, FL
- Pasco County Fleet McKendree Expansion; Pasco County, FL
- Polk Correctional Institution Administration Remodel; Polk City, FL
- GMF Steel Group Office and Warehouse Renovation; Lakeland, FL

ADDITIONAL EXPERIENCE

- NOAA Operations Center Phase I; Lakeland, FL
- NOAA Operations Center Phase II; Lakeland, FL
- Summit Consulting Headquarters and Parking Garage; Lakeland, FL
- Bartow Ford Pro Elite Service Center; Bartow, FL
- Publix Downtown Office Buildings 1 and 4; Lakeland, FL
- Blue Line Aviation Facility; Winter Haven, FL
- Kingsky Flight Academy Programming and Conceptual Design; Lakeland, FL
- City of Lakeland Two Hangar Facility; Lakeland, FL
- Winter Haven Fire Station No. 4; Winter Haven, FL
- Winter Haven Fire Station No. 5; Winter Haven, FL
- Plant City Tournament Management Facility; Plant City, FL
- Plant City Methvin Tennis Center; Plant City, FL
- Lake Myrtle Sports Complex; Auburndale, FL
- Catapult 3.0; Lakeland, FL



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



TRENT CHAMBERLAIN AIA

Senior Project Architect, QA

Trent is a Senior Project Architect, QA (Quality Assurance) at The Lunz Group. He acts as a third-party to the project to check drawings through a detailed review. Trent specializes in municipal, transportation, and correctional facility design. He has experience working with local city, county, and state and federal agencies including municipalities, the Florida Department of Corrections and the United States Postal Service. He has experience working on a variety of project typologies, including academic buildings, fire stations, correctional facilities, public and civic facilities, and more. Trent has a strong technical background from experience gained working as a Project Manager at several engineering firms and from more than 30 years with The Lunz Group.

EDUCATION

Bachelor of Architecture, Florida Agricultural & Mechanical University

CREDENTIALS

Florida Registered Architect,
AR0015550

YEARS OF EXPERIENCE

35

YEARS WITH THE LUNZ GROUP

31

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

5%

RELATED EXPERIENCE

- Polk County Sheriff's Office Boot Camp; Bartow, FL
- Polk County Utilities Operations; Winter Haven, FL
- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Sheriff's Burnham-McCall Training Center; Bartow, FL
- Plant City Utilities & Solid Waste Facility; Plant City, FL
- Hillsborough County Sheriff's Office Regional Canine Training Facility; Tampa, FL
- Osceola County Sheriff's Health Center Office; Kissimmee, FL
- Florida Department of Corrections Continuing Services; Statewide, FL
- Saddle Creek Warehouse; Auburndale, FL
- Saddle Creek Warehouse + Office Expansion; Auburndale, FL
- Sumter County Fire Logistics Operations Center; Sumter County, FL
- Watkins Road Fire Rescue; Haines City, FL
- Polk Correctional Institution Administration Remodel; Polk City, FL

ADDITIONAL EXPERIENCE

- NOAA Aircraft Operations Center Phase I; Lakeland, FL
- NOAA Aircraft Operations Center Phase II; Lakeland, FL
- United States Postal Service Design Standards; Nationwide
- Summit Consulting Headquarters and Parking Garage; Lakeland, FL
- Lakeland Fire Station No. 7/ARFF (Two Globe Rating)*; Lakeland, FL
- Alachua County Fire Station No. 80; Alachua, FL
- Austin-Tindall Regional Park Expansion; Kissimmee, FL
- Northeast Regional Park Baseball Complex; Davenport, FL
- World Equestrian Center Show Arena Complex; Ocala, FL
- World Equestrian Center RV Park Building; Ocala, FL
- Summit Consulting Headquarters + Parking Garage; Lakeland, FL
- Alachua County Fire Station No. 21; Alachua, FL
- Sanford Fire Station No. 40; Sanford, FL
- City of Lakeland Fire Training Facility; Lakeland, FL
- Bonnet Springs Park; Lakeland, FL



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



THE LUNZ GROUP has intentionally selected this team of experts to provide Subject Matter Expertise and Engineering services for this Polk County project. Our firm has held long standing relationships with each consultant, with almost all consultants participating in Polk County projects alongside The Lunz Group. We present to you our highly-qualified team of experts:

JOHNNIE LOHRUM will serve as the Subject Matter Expert for this project. Johnnie has 23 years of experience and has managed more than 5 million square feet of public safety projects. He is a licensed architect and LEED accredited professional with a diverse portfolio of project types, including public safety, educational, community, commercial and aviation design. He has spent the last 15 years focusing on growing a public safety market that improves the community environment. A particular passion for Johnnie is the design of operationally efficient healthy law enforcement facilities. He also brings a significant amount of experience designing & detailing hardened, survivable and essential facilities such as the Columbia County EOC, Sarasota County EMS Headquarters, Charlotte County Sheriff's Headquarters, Brevard County EOC and the Volusia County EOC. Johnnie remains focused on providing personally dedicated and focused attention at every level to all of his clients. Johnnie's office is located in Longwood, FL, which can be utilized to expedite a deliverable if required.

TLC ENGINEERING will be providing Structural Engineering Services for this project. The TLC team is experienced with the desired tilt-wall construction system and will share feedback with the design team on how to be successful with tilt-wall construction. Further design decisions will weigh various factors such as structural integrity, longevity and safety risks, maintenance of materials, local material availability, and current market costs. TLC has experience in Polk County on projects such as the Burnham-McCall Training Center, as well as the Polk County Northeast Government Center in Lake Alfred. TLC's Tampa, Orlando, Melbourne, and Miami offices that can be utilized to expedite a deliverable, if required.

KIMLEY-HORN & ASSOCIATES will be providing Civil Engineering services for this project. Kimley-Horn's Polk County project experience includes; Galloway Fire Station, Moore Road Fire Rescue Station, Eaton Park Fire Station Sheriff Central County Jail, Sheffield Road Inspection and Testing Building and Fleet Management Vehicle Storage Building, to name a few. Kimley-Horn is familiar with Polk County processes and best practices. Kimley-Horn's Lakeland, St. Petersburg, and Orlando office can be utilized to expedite a deliverable, if required.

MES GROUP INC. will be providing Mechanical Engineering, Electrical Engineering, Plumbing Engineering and Fire Protection services for this project. MES Group has worked on a variety of Polk County Fire Stations and facilities. One of MES Group's strengths is anticipating supply chain disruptions; for this project, they plan to be proactive with assisting the team in pre-ordering critical materials for this facility to avoid delays and cost increases, as well as flexible options to ensure availability and stay within budget.



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



Johnnie D. Lohrum Jr., RA, LEED® AP President

Johnnie has 23 years of experience and has managed more than 5 million square feet of public safety projects. He is a licensed architect and LEED accredited professional with a diverse portfolio of project types, including public safety, educational, community, commercial and aviation design. He has spent the last 15 years focusing on growing a public safety market that improves the community environment. **A particular passion for Johnnie is the design of operationally efficient healthy law enforcement facilities.** He also brings a significant amount of experience designing & detailing hardened, survivable and essential facilities such as the Columbia County EOC, Sarasota County EMS Headquarters, Charlotte County Sheriff's Headquarters, Brevard County EOC and the Volusia County EOC. Johnnie remains focused on providing personally dedicated and focused attention at every level to all of his clients.

EDUCATION

Bachelor of Design, 2001
University of Florida

Master of Architecture, 2003,
University of Florida

CREDENTIALS

FL, Registered Architect #AR96099
LEED® Accredited Professional

AFFILIATIONS

Florida Police Chief's Association (FPCA)
Florida Sheriff's Association (FSA)
Florida Fire Chief's Association (FFCA)
Fl. Emergency Preparedness Assoc. (FEPA)

EXPERIENCE

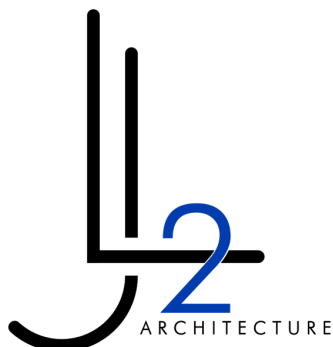
22 Years

FIRM INFORMATION

1678 Kingston Road
Longwood, Florida 32750

jlohrum@jl2architecture.com
407.340.2879

*projects represent individual experience for Mr. Lohrum



***District 7 Medical Examiner Facility, Volusia County Government - Daytona, FL**

Principal In Charge, Completion Date: est. 2023 / 20,000 SF / \$18 million / contains public spaces / **N.A.M.E.** / offices / reception & lobby / morgue / laboratories / evidence storage / break areas and enclosed sally port.

***Havert L. Fenn Center, St. Lucie County Government - Ft. Pierce, FL**

Project Manager, Completion Date: 2006 / 62,000SF / \$12.6 million / contains law enforcement offices / commercial kitchen / laundry / locker rooms / EMS triage areas / triple gymnasium / multi-purpose rooms / essential FEMA 361 resisting 180mph winds / special needs shelter for the elderly.

***Douglas M. Anderson EOC, St. Lucie County Government - Ft. Pierce, FL**

Project Manager, Completion Date: 2009 / 27,000SF / \$9 million / contains secure lobby / 911 dispatch / dorms / admin. offices / media room / kitchen.

***Emergency Operations Center, Palm Beach Gardens Government - Palm Beach Gardens, FL**

Project Architect, Completion Date: 2012 / 12,500SF / \$3.1 million / police dispatch / multi-purpose rooms / operations center / classrooms / training rooms / kitchen / FEMA 361 / LEED Silver.

Emergency Operations Center & Sheriff's Operations, Citrus County - Lecanto, FL

Project Architect, Completion Date: 2008 / 40,500SF / \$16.5 million / 911 call center / operations room / crime analysis / investigations / offices / kitchen / dorms / fitness room / media.

Emergency Operations & Sheriff's Comms. Center, Volusia County - Daytona, FL

Project Manager, Completion Date: 2013 / 42,600SF / \$10,700,000 / command center / 911 dispatch / Green Globes / LEED Silver / 2 commercial kitchens / bunk rooms / classrooms / training rooms / media room / administration offices / rumor control.

***Emergency Operations Center, Columbia County - Lake City, FL**

Principal In Charge, Completion Date: Est. 2023 / 20,000SF / \$14 million / 911 dispatch center / ICC 500 essential facility / media room / kitchen / code enforcement.

***Brevard County EOC, Brevard County Government - Rockledge, FL**

Principal-In-Charge/Project Manager, Completion Date: est. 2023 / 50,000 SF / \$28.5 million / contains secure lobby / locker rooms / bunk rooms / training rooms / multiple departments / commercial kitchen / 911 dispatch / operations room / media room / essential ICC 500 resisting 200mph winds / grant funded / 24-7 fully redundant systems for 7 days.

***Sheriff's Evidence Storage, Volusia County Government - Daytona, FL**

Project Manager, Completion Date: est. 2021 / 40,000 SF / \$11.3 million / contains public spaces / offices / secure vehicular sally ports / bio hazard storage / storage warehouse with mobile storage system / secure drug storage / essential facility resisting 200mph winds / LEED Silver.

***University of Florida Public Safety Headquarters, University of Florida - Gainesville, FL**

Principal-In-Charge, Completion Date: 2022 / 48,713SF / \$28.5 million / police headquarters / emergency management headquarters / 911 dispatch / community rooms / administration offices / interview rooms / physical fitness / locker rooms / evidence processing / defensive tactics / armory / media room / logistics / quarter master.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



EDUCATION

Bachelor of Design, 2001
University of Florida

Master of Architecture, 2003,
University of Florida

CREDENTIALS

FL, Registered Architect #AR96099
LEED® Accredited Professional

AFFILIATIONS

Florida Police Chief's Association (FPCA)
Florida Sheriff's Association (FSA)
Florida Fire Chief's Association (FFCA)
Fl. Emergency Preparedness Assoc. (FEPA)

EXPERIENCE

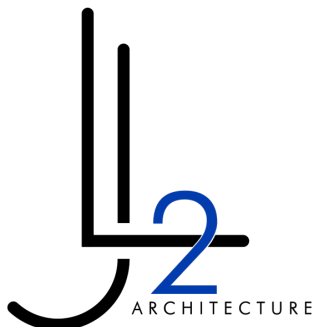
22 Years

FIRM INFORMATION

1678 Kingston Road
Longwood, Florida 32750

jlohurm@j12architecture.com
407.340.2879

*projects represent individual experience for Mr. Lohrum



***Sheriff's Training Facility, Osceola Sheriff - Osceola County, FL**

Principal In Charge, Completion Date: 2021 / 16,400SF / \$3.9 million / defensive tactics / simulation training / firearm training / administration offices / conference space / storage / multi-agency.

***Sheriff's Data Center, Osceola Sheriff - Kissimmee, FL**

Project Manager, Completion Date: 2022 / 1,500SF / \$1.1 million / back up data center for sheriff's headquarters / fully redundant systems / renovation-expansion.

***Sheriff's West Side Command Center, Osceola County - Kissimmee, FL**

Principal In Charge, Completion Date: TBD / 41,000SF / \$18 million / multi-agency / training rooms / conference rooms / administration offices / secure public lobby / interview rooms / patrol offices / shared with other county departments.

***Police Headquarters, North Port Police Department - City of North Port, FL**

Project Manager, Completion Date: 2026 / 120,000SF / \$82 million / administration offices / patrol / EOC / evidence processing / interview rooms / community room / media room / quarter master / emergency management / locker rooms / forensics lab / armory / training / gun range/ real time crime center

***Police Training Facility, Cape Coral Police Department - Cape Coral, FL**

Principal In Charge, Completion Date: 2023 / 30,000SF / \$12 million / indoor 25 lane gun range / firearm simulators / defensive tactics / k9 training / locker rooms / armory / ammo storage / weapons cleaning / training classrooms.

***Sheriff's Headquarters Assessment, Sarasota County Sheriff - Sarasota County, FL**

Project Manager, Completion Date: 2018 / 192,000SF / \$130 million / forensics lab / separate training facility / five-story parking garage / CEP / evidence storage / training classrooms / community room / K9 training

***Sheriff's Headquarters/911/Communications, Charlotte County Sheriff - Charlotte County, FL**

Project Manager, Completion Date: 2025 / 65,000SF / \$30 million / 2- story community room / administration offices / fleet maintenance / real time crime center / 911 dispatch / crime analysis.

***Sheriff's District 4 Training Facility, Charlotte County Sheriff - Charlotte County, FL**

Project Manager, Completion Date: 2024 / 20,200SF / \$7 million / meeting rooms / training classrooms / physical training / administration offices / k-9 training / kennels / lockers / fitness room / evidence storage / detectives suite / break room

Police Evidence Storage, City of DeLand Police Department - DeLand, FL

*Project Manager, Completion Date: 2022 / 5,500 SF / \$1.9 million / public ballistic rated lobby / evidence intake / short term storage / long term storage / evidence processing lab / vehicle processing bay / bicycle storage / interior vehicle storage bays / on-site impound.

Indian River Sheriff Admin. Building, Indian River Sheriff's Office- Indian River County, FL

Architect of Record, Completion Date: Est. 2025 / 20,000SF / \$22 million / 2-story / essential facility / administration offices / records / training rooms / human resources / finance / IT / internal affairs / purchasing / secured public lobby.

Volusia County Sheriff Admin. Building, Volusia County Sheriff - Volusia County, FL

Architect of Record, Completion Date: TBD / 80,000SF / \$55 million / 2-story / needs assessment / community room / administration offices / training rooms / classrooms commercial kitchen / internal affairs / ISS / patrol / special investigations / human resources / sally port / essential facility.

Orange City Police Department, Orange City PD - Orange City, FL

Architect of Record, Completion Date: 2026 / 30,000SF / \$25 million / 1-story / needs assessment / community room / administration offices / training rooms / classrooms commercial kitchen / City EOC / records / investigations / command / defensive tactics / fitness & lockers / hold cells / indoor shooting range / logistics building / evidence / sally port / essential facility.

Daytona Beach Shores Training & Evidence, Daytona Beach Shores PD/Fire - DB Shores, FL

Architect of Record, Completion Date: 2026 / 20,000SF / \$14 million / 2-story / needs assessment / community room / administration offices / training rooms / classrooms commercial kitchen / City EOC / defensive tactics / fitness & lockers / evidence / essential facility.

Marion County Sheriff's Administration Facility

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



Jason Alligood, PE

Civil Engineer

PROJECT EXPERIENCE

Hamilton Road Warehouse, Polk County, FL — Project manager and Engineer of Record (EoR). Kimley-Horn was responsible for providing professional engineering services for a warehouse building in Polk County. The building had a total area of approximately 317,000 square feet. The project site posed several challenges, including difficult terrain, wetlands, and floodplains. These conditions required a site design with high tolerance and the acquisition of permits from various authorities, including Polk County, the Florida Department of Environmental Protection (FDEP), the Florida Department of Health, and the Southwest Florida Water Management District.

Winston Creek Fire Rescue Station, Polk County, FL — Project engineer/Engineer of Record (EoR). Kimley-Horn provided civil site design, environmental, permitting services, and construction phase services for the Winston Creek Fire Rescue Station. The project included a 12,000-square-foot building with associated paved parking, drive, stormwater areas, and utility connections. The site included adjacent wetlands and floodplains that required strategic site planning. In addition, the property was within an area considered to be a distressed basin by Polk County requiring more stringent stormwater design.

Airport Logistics Warehouse, Hillsborough County, FL — Kimley-Horn was responsible for providing professional engineering services for a warehouse building measuring 125,600 square feet in Hillsborough County. The project site presented several challenges, including difficult terrain, wetland and floodplain conditions that required a meticulous site design, and the need for complex coordination with various agencies for permits. These agencies included Hillsborough County, the Florida Department of Environmental Protection (FDEP), the Florida Department of Health, the Southwest Florida Water Management District (SWFWMD), the Environmental Protection Commission (EPC) of Hillsborough County, and the U.S. Army Corps of Engineers (USACE).

Prior to joining Kimley-Horn, Jason worked on the following projects:

Mulberry Fire Rescue Station, Polk County, FL — Project engineer/Engineer of Record (EoR) for civil site design, permitting services, and construction phase services for the Mulberry Fire Rescue Station. The project included a 12,000-square-foot building with associated paved parking, drive, stormwater areas, and utility connections.

Kathleen Fire Rescue Station, Polk County, FL — Project engineer/Engineer of Record (EoR) for civil site design, permitting services, and construction phase services for the Kathleen Fire Rescue Station. The project included a 12,000-square-foot building with associated paved parking, drive, stormwater areas, and utility connections. The site required 100-year stormwater design.

Lakeland Fire Training Center, Polk County, FL — Project engineer/Engineer of Record (EoR) for civil site design, environmental, permitting services, and construction phase services for the Lakeland Fire Training Center. The project included a 5,000-square-foot classroom building and an 8,400-square-foot equipment storage building with associated paved parking, drive, stormwater areas, and utility connections.

Special Qualifications

- Jason has over 22 years of multi-discipline engineering experience working for both municipal and private-sector clients in the areas of civil engineering, geotechnical engineering, and environmental engineering
- Project experience includes project management, design, permitting, and construction services for residential developments, commercial developments, water distribution and wastewater collection, industrial developments, streetscape projects, parks, and landfills
- Familiar with all aspects of the site development process — from the earliest stages of due diligence and entitlements to inspection and final punch lists

Professional Credentials

- Master of Engineering, Environmental Engineering, University of Florida
- Bachelor of Science, Civil Engineering, Florida State University
- Professional Engineer in Florida, #71103
- American Society of Civil Engineers (ASCE), Member

Kimley»Horn

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



Jason Lewis, PE

Civil Engineer

PROJECT EXPERIENCE

Pace Road Industrial Park, Polk County, FL — Project Engineer. Kimley-Horn is providing preliminary design services for the construction of a warehouse/distribution park located on Pace Road in Auburndale. Our services include producing a one-page conceptual site plan, attending meetings and coordinating with Polk County, conducting a Phase I Environmental Site Assessment (ESA), and Phase II ESA. The Phase I ESA includes conducting a site reconnaissance; interviewing current and past owners, operators, and occupants for Recognized Environmental Conditions (RECs); and preparing a summary report of the results of the ESA. The Phase II ESA includes soil sampling, groundwater sampling, and preparing a Phase II ESA report. Kimley-Horn submitted and received both the Southwest Florida Water Management District (SWFWMD) and FWC gopher tortoise relocation permit. These permits included conducting a 100% gopher tortoise survey, permit application submittal, and conducting the excavation of 40 gopher tortoise burrows.

Polk State College Center for Public Safety, Polk County, FL — Project Engineer. Kimley-Horn provided professional engineering services for a new 100,000-square-foot, two-story building and a one-mile-long pedestrian path for the Center for Public Safety at Polk State College. The pedestrian path is located on the bank of a 26-acre retention pond owned by Polk County, with a physical training course. The project included stormwater management, parking lot design, an underground tank for rainwater irrigation and water storage, a new sanitary sewer lift station, new fire lines and a new potable water line, and environmental studies. The \$30-million project included construction phase management and achieved Leadership in Energy and Environmental Design (LEED) certification. The project also won the American Society of Civil Engineering (ASCE) Ridge Branch project of the year award and is the county's model for law enforcement training.

City of Lake Wales Engineering and Related Services, Polk County, FL — Project Manager. Kimley-Horn provided professional consulting services for the general engineering services master consultant contract by the Town of Lake Wales. Specific services included civil engineering, planning, landscape architecture, parks and trails planning and design, and a variety of other consulting services.

Parkway University Center, Polk County, FL — Project Manager. The project included professional civil engineering and site planning services for the 105-acre, multi-use development. Specific services included stormwater management design, potable water distribution, and sanitary sewer collection infrastructure design to support residential and business park components. In addition, Kimley-Horn also coordinated road design and associated alignments with Polk County for an adjacent county road project.

Seefried Industrial Properties, Big Bend Industrial Park, Apollo Beach, FL — Project manager. In support of Seefried Industrial Properties, Inc., who is constructing a 500,000-square-foot warehouse/distribution facility and associated infrastructure on US Hwy 41 and Big Bend Road, Kimley-Horn is providing an array of development services including a natural resource assessment, environmental documentation, traffic study, and more.

Special Qualifications

- Jason has over 24 years of experience in civil engineering for both private and public land development projects
- He has performed analysis and designed stormwater management systems, including underground exfiltration and above-ground retention/detention systems
- He has established excellent working relationships with water management districts and other governmental agencies
- In addition, Jason has managed the preparation of plans and development of civil engineering design for numerous commercial and residential land development projects including stormwater collection design; evaluation of site characteristics for the design of roads, utilities, and stormwater management; and project coordination, communication with contractors, and permitting through regulatory agencies

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Central Florida
- Professional Engineer in Florida, #62572
- Florida Engineering Society (FES), Member

Kimley»Horn

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



JAMESE SPEARS, PE

Principal | Structural Project Manager

BACKGROUND

Jamese brings unparalleled expertise to guide and elevate the success of complex structural projects. She has a successful background in structural design coordination, and construction administration of building structures. She is proficient in utilizing engineering software, such as BIM, to create cost-effective and sustainable solutions. Jamese is a driven professional known for fostering collaboration and exceeding clients' expectations.

EXPERIENCE

Polk County Sheriff Training Facility, Bartow, Florida

New administration and classroom single-story sheriff training facility. Design and construction consists of new PEMB building, various site improvements including storm water pond construction, new utility connections, drives, landscaping, and parking areas. Post construction removal and disposal of existing modular building structures, site cleanup, grading, and sodding are included in scope. \$3.5 million / 22,000 sf

Charlotte County Sheriff Office District 1 Headquarters, Englewood, Florida

New facility with consideration of life-cycle costs, long-term maintenance, energy conservation and long-term operational costs. Project includes roll call room and supervisor offices, detective work area with interview rooms, records room, training room, evidence room, armory area and other ancillary functions, emergency generator, exercise area with locker room and showers, general offices and storage areas. \$3.3 million / 12,000 sf

Charlotte County Sheriffs District 3 Headquarters, Port Charlotte, Florida

New facility consists of two separate buildings: an 18,000-sf district facility and a 20,000-sf evidence facility. District facility building houses offices, interview rooms, record room, training room, armory, exercise area with lockers and showers, and ancillary support spaces such as storage and mechanical/ electrical rooms. Evidence facility building has warehouse storage, office space, processing areas, and exterior storage. \$8.5 million / 38,000 sf

New Orleans Police Department, 2nd District, New Orleans, Louisiana

New police district headquarters with distinctive design. The project was part of the resilience planning which occurred as a response to Hurricane Katrina to build resilient infrastructure while reestablishing public service facilities. The structural system includes steel framing with a dual lateral system of braced frames and moment frames. The long span metal roof deck is supported by curved WF steel beams. \$6.3 million / 18,000 sf

Confidential Industrial Warehouse Addition, Lenexa, Kansas

Two-story addition providing office space, a larger break room, and larger main restrooms on the first floor. Project includes a new FEMA storm shelter. \$1 million / 6,400 sf



EDUCATION

University of Louisville
M.S., Structural Engineering
2009

University of Louisville
B.S., Civil Engineering
2008

YEARS OF EXPERIENCE

TLC: 9 years
Prior: 9 years

REGISTRATIONS

PE FL 82786
PE AL 53112
PE DE 27703
PE KS PE28279
PE KY 29138
PE MS 31854

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



David Keith, PE, CxA
Electrical Engineer

Mr. Keith has extensive experience in all phases of Electrical Engineering services including design, studies, and reports. He is a leader in design for innovative electrical systems for police and fire stations, multifamily complexes, county buildings, offices, and industrial complexes. His technical experience includes the design of outdoor and indoor substations, outdoor and indoor power distribution systems, emergency power generator systems, grounding systems, lighting systems, life safety systems, lightning protection systems, and technology systems. Mr. Keith has designed and managed projects for both public and private sector clients.



Years of Experience: 11 | Years with Firm: 6

EDUCATION

Bachelor of Science in Engineering
University of South Florida

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) FL #85291
- Florida Advance Building Code Course
- Certified CxA

RECENT PROJECT EXPERIENCE

Burnham-McCall Sheriff Training Center, Bartow, FL

Polk County Jail Annex, Bartow, FL

Polk County South Jail AHUs, Frostproof, FL

Polk County Appraiser, Bartow, FL

Polk County Jail Grounding, Frostproof, FL

Northridge Fire Rescue Station Study, Davenport, FL

Police Department Firing Range, St. Petersburg, FL

Renovate Police Operations Center, VA Hines, Indianapolis, IN

City of Wildwood HVAC Renovation, Wildwood, FL

Sheriff's Impound Yard/Evidence Storage, Bushnell, FL

550 North Reo Street | Suite 203 | Tampa, FL 33556
(813) 289-4700
www.MESGroupInc.com

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



Nick Stephenson, (F)PE, BCxP
Plumbing/Fire Protection Engineer

Mr. Stephenson is a registered Fire Protection Engineer and has extensive experience with life safety systems, fire detection and suppression systems, and fire alarm systems. This includes design, studies, on-site assessments and reports. His project experience encompasses police and fire stations, multifamily complexes, county buildings, offices, and industrial complexes. Mr. Stephenson has designed and managed projects for both public and private sector clients. In addition to his engineering credentials, he is a certified Building Commissioning Professional (BCxP).



Years of Experience: 12 | Years with Firm: 10

EDUCATION

Bachelor of Science in Mechanical Engineering
University of South Florida

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) FL #83283
- Florida Advance Building Code Course
- Certified BCxP

RECENT PROJECT EXPERIENCE

Burnham-McCall Sheriff Training Center, Bartow, FL

Polk County Jail Annex, Bartow, FL

Polk County South Jail AHUs, Frostproof, FL

Polk County Appraiser, Bartow, FL

Polk County Jail Grounding, Frostproof, FL

Northridge Fire Rescue Station Study, Davenport, FL

Police Department Firing Range, St. Petersburg, FL

Renovate Police Operations Center, VA Hines, Indianapolis, IN

City of Wildwood HVAC Renovation, Wildwood, FL

Sheriff's Impound Yard/Evidence Storage, Bushnell, FL

550 North Reo Street | Suite 203 | Tampa, FL 33556
(813) 289-4700
www.MESGroupInc.com

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



Philip Beauchamp, PE
Mechanical Engineer

Mr. Beauchamp has extensive experience in all phases of Mechanical Engineering services including design, studies, and reports. He is a leader in the design of energy efficient building systems for fire stations, police stations, shooting ranges, EMS facilities, county buildings, offices and industrial complexes. Systems included HVAC, smoke exhaust, indoor air quality and controls. He has developed energy-efficient, and cost effective, mechanical systems and methods that specifically control the humidity and moisture conditions of Florida's hot and humid climate. Mr. Beauchamp's designs provide comfort to occupants and protection of building systems and components.



Years of Experience: 6 | Years with Firm: 2

EDUCATION

Bachelor of Science in Mechanical Engineering
University of Georgia

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) FL #PE97350

RECENT PROJECT EXPERIENCE

Burnham-McCall Sheriff Training Center, *Bartow, FL*

Polk County Jail Annex, *Bartow, FL*

HSCO Behavioral Health Clinic, *Tampa, FL*

Fire Station 2-Hardening, *Winter Haven, FL*

Research Laboratory Hood Additions. *University of Central Florida, Orlando, FL*

Northridge Fire Rescue Station Study, *Davenport, FL*

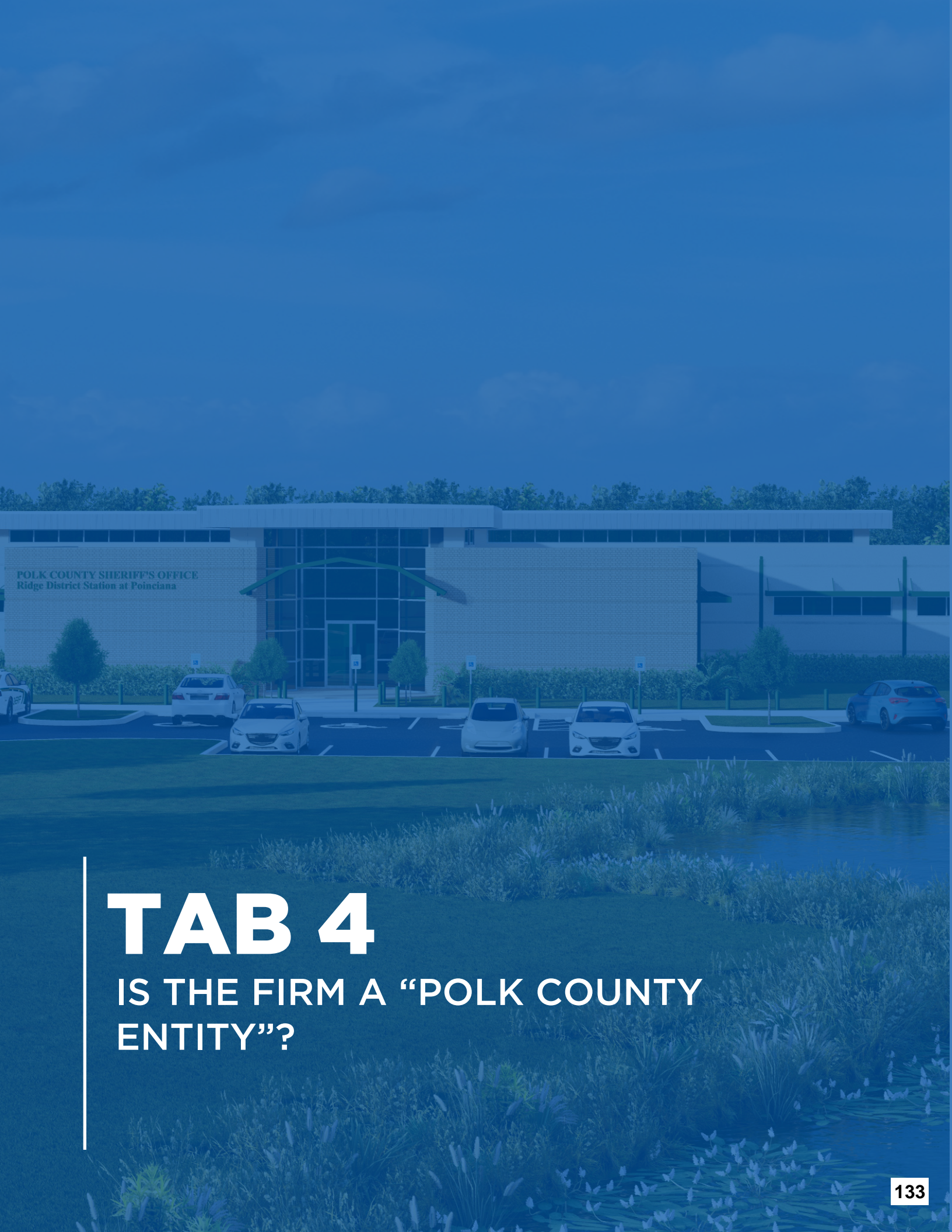
Police Department Firing Range, *St. Petersburg, FL*

Renovate Police Operations Center, *VA Hines, Indianapolis, IN*

City of Wildwood HVAC Renovation, *Wildwood, FL*

Sheriff's Impound Yard/Evidence Storage, *Bushnell, FL*

550 North Reo Street | Suite 203 | Tampa, FL 33556
(813) 289-4700
www.MESGroupInc.com



TAB 4

IS THE FIRM A “POLK COUNTY
ENTITY”?

IS THE FIRM A “POLK COUNTY ENTITY”?

LOCATION + CAPACITY

Our teams below are currently working on a multitude of projects within the state of Florida throughout various counties. The proposed personnel listed in the submittal shall be available and assigned to this project. We are able to begin working immediately on the project needs and the individuals in the submittal shall be available for tasks as assigned.

All elements of work will be provided in the state of Florida at each firms’ respective locations, listed below. Each firm will visit the site or attend meetings with the client as defined by the needs for this project.

The Lunz Group - HQ

58 Lake Morton Drive
Lakeland, Florida 33801
Years in Operation: 37
Employees: 22

The Lunz Group Celebration

615 Celebration Ave
Celebration, Florida 34747
Years in Operation: 7
Employees: 1

Johnnie Lohrum (JL2)

1678 Kingston Road
Longwood, FL 32750
Years in Operation: 2
Employees: 11

Kimley-Horn & Associates

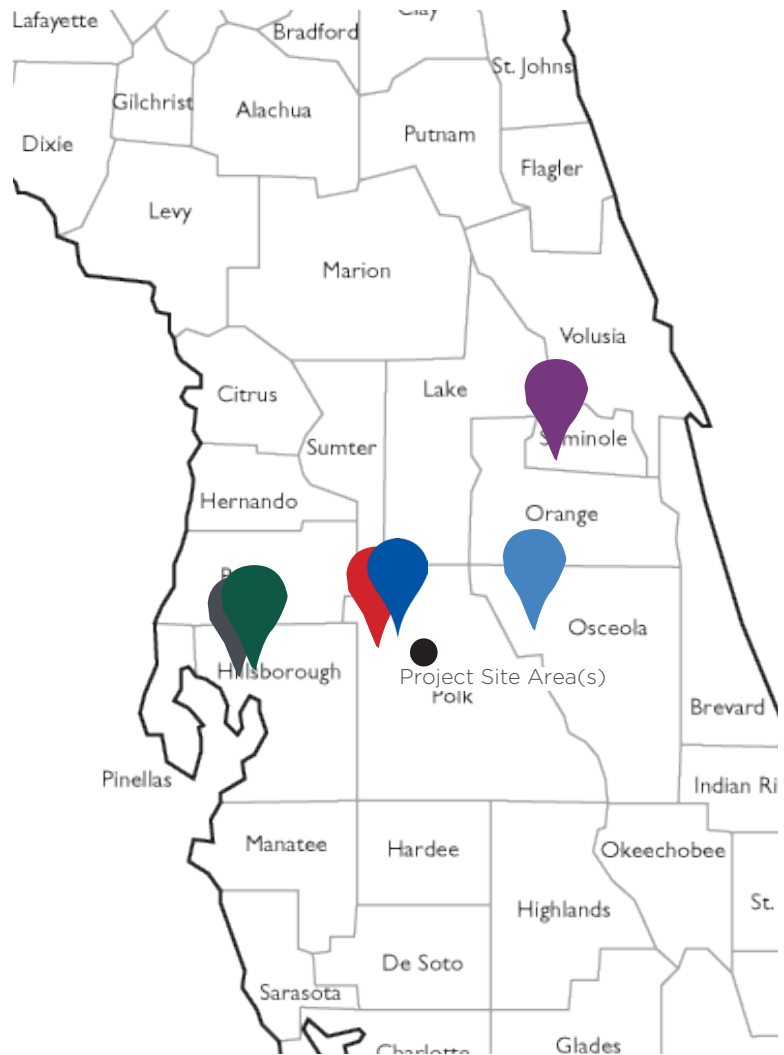
109 South Kentucky Avenue
Lakeland, FL 33801
Years in Operation: 56 Years
Employees: 1,540 (FL) / 8,525 (Firmwide)
Kimley-Horn’s Lakeland, St. Petersburg, and Orlando office can be utilized to expedite a deliverable, if required.

TLC Engineering

4890 West Kennedy Blvd, #250
Tampa, FL 33609
Years in Operation: 69
Employees: 500
TLC’s Tampa, Orlando, Melbourne, and Miami offices that can be utilized to expedite a deliverable, if required.

MES Group Inc.

550 North Reo Street, Suite 203
Tampa, FL 33609
Years in Operation: 25
Employees: 22



POLK COUNTY LOCAL BUSINESS TAX RECEIPT	
ACCOUNT NO. 59	CLASS: B+
EXPIRES: 09/30/2024	
OWNER NAME	LOCATION
BRADLEY T LUNZ	58 LAKE MORTON DR LAKELAND
BUSINESS NAME AND MAILING ADDRESS	CODE ACTIVITY TYPE
THE LUNZ GROUP 58 LAKE MORTON DR LAKELAND, FL 338015344	540010 ARCHITECT PROFESSIONAL LICENSE (IF APPLICABLE)
OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE DISPLAYED AT THE BUSINESS LOCATION
PAID - 1695537 08/14/2023 OPY OLP 57.75	THE LUNZ GROUP



TAB 5

IS THE FIRM A “CERTIFIED
WOMAN OR MINORITY BUSINESS
ENTERPRISE”

IS THE FIRM A “CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE”

The Lunz Group and its proposed subconsultants listed in this submittal are not Certified Woman or Minority Business Enterprises. However, The Lunz Group recognizes the importance of diversity and inclusion in today's business landscape and are dedicated to supporting and empowering underrepresented groups in our field. By embracing diversity in all its forms, we aim to contribute to a more equitable and inclusive economy, where every individual has the opportunity to thrive. We actively seek opportunities to collaborate with minority and women-owned businesses when possible; in this case, we would collaborate with Polk County to actively seek a MWBE certified GC/CMAR and/or work with the GC/CMAR to utilize local MWBE certified suppliers/vendors.



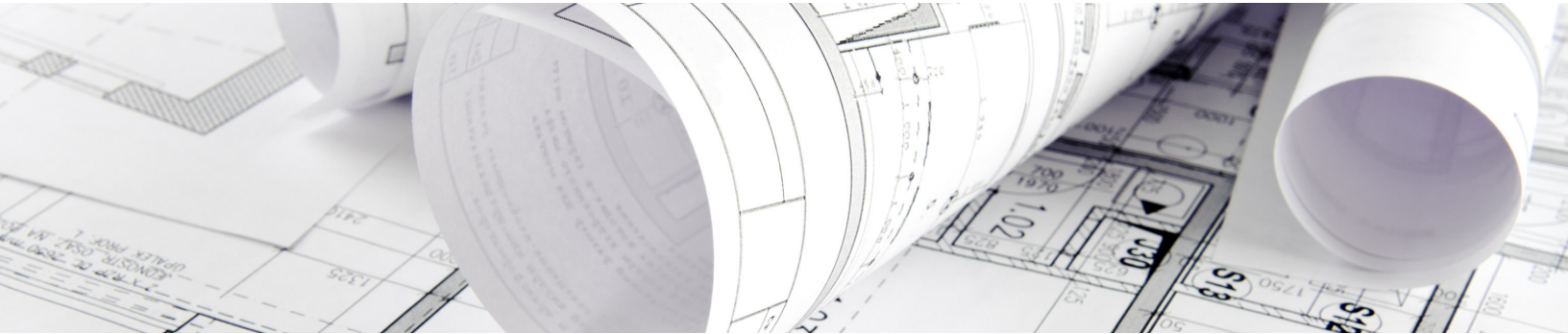
A photograph of the Folk County Sheriff's Office building, a modern structure with large glass windows and a brick facade. The building is set against a clear blue sky. In the foreground, there is a parking lot and some landscaping. The text "FOLK COUNTY SHERIFF'S OFFICE" and "Northeast District Command" is visible on the building's facade. Two flagpoles with the American flag and another flag are in front of the building. A tall light pole stands to the right of the building.

TAB 6

INTERACTION WITH COUNTY AND REGULATORY AGENCY STAFF

INTERACTION WITH COUNTY AND REGULATORY STAFF

INTERACTION WITH POLK COUNTY | Our team's combined municipal experience in consultation, design, administration, permitting, governing regulations and construction phase services gives us the specific understanding of how to work with our regulatory agencies, facilities management, the sheriff's office, department divisions, elected officials and stakeholders, as well as the local community. Our attention to detail and ability to fast-track submission often means much less time in the permitting process – meaning a quicker project start-up for construction. Our decades of experience working with the County have provided us with the knowledge and understanding of working with Polk County facilities, elected officials and stakeholders and regulatory agencies in the County.



EXPERIENCE WITH AGENCIES | The Lunz Group's more than 30 year working relationship with Polk County has given us the knowledge and experience in working with our local regulatory agencies. Our team has the experience and working relationships within the County as it relates to the several aspects of a project, including permitting, construction, applications, consultation, governing regulations, SWFWMD and more. We consider ourselves to be an extension of the municipality's staff and are committed to the success of the projects we take on.





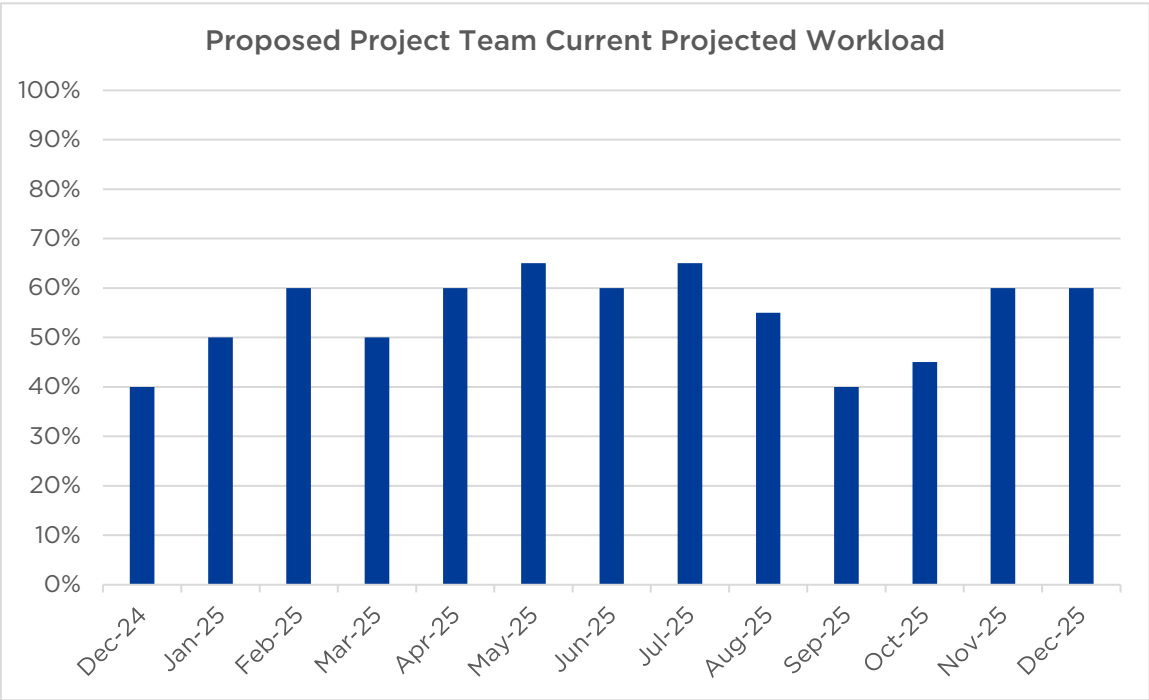
TAB 7

TIMELY COMPLETION OF
PROJECTS

TIMELY COMPLETION OF PROJECTS

CURRENT & FUTURE WORKLOAD

Built with a staff of more than 23 degreed professionals, The Lunz Group team includes five (5) licensed architects alongside additional staff composed of designers, technical personnel and a dedicated administrative staff. Our team also maintains additional certifications and professional affiliations beyond professional licensure including one (1) LEED AP and one (1) Registered Residential Contractor. Not only that, but our team members are invested in our communities as well, serving on various committees, community boards and chairing local organizations for numerous causes and community development efforts. With this level of staffing, we have the capability to successfully accommodate several projects simultaneously. Below is an estimated projected workload that is tentative and subject to change.



KEY PERSONNEL ANTICIPATED AVAILABILITY

- Gregory Selvidge, Senior Project Manager | Anticipated 50% Availability
- Emily Breheny, Project Architect | Anticipated 70% Availability
- Trent Chamberlain, Senior Project Architect, QA | Anticipated 5% Availability
- Bradley T. Lunz, Principal In Charge | Anticipated 10% Availability
- Craig Fennig, Managing Director | Anticipated 5% Availability
- Production Staff Design Support | Anticipated 100% Availability

Our team meets regularly with our consultants to discuss the status of the project. The Project Manager conducts a weekly walk-through of tasks to be completed for the following week to ensure tasks are being managed and completed on schedule. Specifically, timeline schedule charts and budget analysis are discussed; near-term deliverables are defined. This process alerts the team to tasks that are pending or falling behind schedule so that steps can be planned to bring those tasks back to schedule compliance. Our Leadership team meets weekly for resource planning. During all phases of the project, our team tracks budget adherence and assures quality, to ensure the county is receiving an exceptional attention and all efforts are made to ensure expectations are met and there is a timely completion.



TAB 8

SURVEYS OF PAST PERFORMANCE

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Steve McMillan (Name of Person completing survey)
Polk County (Name of Client Company/Contractor)
Phone Number: 863.534.5511 Email: stevemcmillan@polk-county.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Polk County Utilities Operations

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: \$423,000 Ending Cost: \$423,000

Contract Start Date: 2016 Contract End Date: 2018

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Steve McMillan (Name of Person completing survey)
Polk County (Name of Client Company/Contractor)
Phone Number: 863.534.5511 Email: stevemcmillan@polk-county.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Polk County Roads & Drainage Office Annex

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: \$275,000 Ending Cost: \$275,000

Contract Start Date: 2018 Contract End Date: 2020

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Steve McMillan _____ (Name of Person completing survey)

Polk County Sheriff's Office / Polk County _____ (Name of Client Company/Contractor)

Phone Number: 863-534-5527

Email: stevemcmillan@polk-county.net

Total Annual Budget of Entity \$8,100,000.00 - CIP Project Budget

Subject: Past Performance Survey of Similar work:

Project name: Polk County Sheriff's Burnham-McCall Training Center

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: \$586,708.00 Ending Cost: \$586,708.00

Contract Start Date: 2021 Contract End Date: 2024

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: Steve McMillan

Please fax or email the completed survey to: marketing@lunz.com

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Hye (Jay) Kwag (Name of Person completing survey)

City of Plant City (Name of Client Company/Contractor)

Phone Number: 813.365.4929 Email: hkwag@plantcitygov.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Utilities and Solid Waste Department Facility

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: 290,550 Ending Cost: TBD

Contract Start Date: November 2023 Contract End Date: Est. February 2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	NA
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Hye (Jay) Kwag

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com



TAB 9

ADDENDA ACKNOWLEDGMENTS

ADDENDA **ACKNOWLEDGMENTS**

October 31, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 24-643, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions/answers and clarification.

Tabatha Shirah

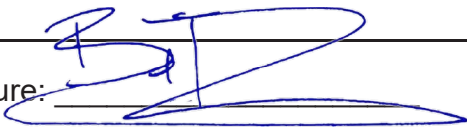
Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____



Printed Name: Bradley T. Lunz

Title: President and CEO

Company: The Lunz Group

ADDENDA **ACKNOWLEDGMENTS**

November 6, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 2

RFP 24-643, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions/answers.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: 

Printed Name: Bradley T. Lunz

Title: President and CEO

Company: The Lunz Group

ADDENDA **ACKNOWLEDGMENTS**

November 12, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 24-643, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions/answers.

Tabatha Shirah

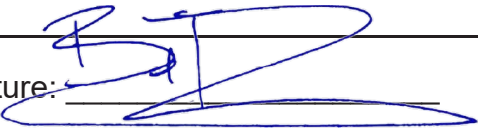
Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____



Printed Name: Bradley T. Lunz

Title: President and CEO

Company: The Lunz Group



May 19, 2025

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830

RE: RFP 24-643 Architectural & Engineering Services for the Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building
TLG Project No. 24171.01

Dear Procurement Division:

Thank you for inviting The Lunz Group to provide our proposal for professional services to Polk County ("Client"). The Lunz Group looks forward to partnering and collaborating with you and your team to develop the Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building, located in Polk County, Florida. Upon your review of our qualifications, we are confident you will conclude our project team has the required expertise to ensure a successful project outcome. We look forward to the opportunity to discuss our proposal with you and your team at your earliest convenience.

Approach + Methodology

At The Lunz Group, we approach every project the same way: by listening. We listen to your vision, goals, and challenges. We ask the pivotal questions to ensure your investment meets you at a higher value. We recognize values beyond the mere built environment, emphasizing the importance of your vision. Prior to the design process, we work closely with you to identify and address any anticipated or existing obstacles.

Understanding your needs and expectations forms the foundation of our approach. Not every project is one-size-fits-all. We compose the right team around your project's needs. Our agility, adaptability, and collaborative spirit enables us to pivot swiftly and effectively. Our expertise is in identifying where the value of your budget should go. We ensure transparent communication and effective resource allocation, always keeping your vision at the forefront. Throughout the project lifecycle, we foster collaboration and partnership, measuring our success together.

The Lunz Group is comprised of design thinkers; we integrate our passion and technical expertise in everything we do. Our team focuses on innovative problem-solving by leveraging technology and providing a human-centered design approach. We seek to create environments not only to fulfill functional requirements, but also to enhance the quality of life for users. Throughout our proposed services, The Lunz Group will engage closely with the client in various capacities, which may include design charrettes, biweekly check-in meetings, and comprehensive review periods for design documents, tailored to suit the project's unique needs.

We provide full-service design, documentation, and quality control services driven by our unwavering commitment to our work and our clients. At The Lunz Group, success is defined by exceeding our client's expectations, delivering designs that create solutions and buildings that last beyond our lifetime.

Project Understanding

Per the RFP Notice 24-643 we understand the project scope is the following: The intent of the Sheriff's office – Polk County Joint-Use Warehouse & Facilities Management Administration building project is to design and build a 100,000 square foot warehouse with 15,000 square feet of office space located within the warehouse. 80,000 square feet will be for the Sheriff's property & evidence storage and supply operations which includes 5,000 square feet of office space. 10,000 square feet will be for Polk County's emergency supply storage. 10,000 square feet will be for Facilities Management Administrative offices. The desired structural system is tilt-wall concrete construction. The site will be located where the old juvenile facility currently resides between Clower Street and Hospital Road, which is approximately 7 acres.

If the project construction (excluding site costs) is greater than \$15,750,000.00, the base building design fee shall be increased by multiplying the percentage established in the base building fee (6.15%) by cost over the estimated cost of construction of \$15,000,000.00.

Scope of Services

Architectural and consultants services are to include design/documentation, bidding and administration of the project from concept to completion of the new building. Architecture and interior design/documentation will be performed by The Lunz Group. Civil, structural, MEP/FP engineering, cost estimating and landscape design will be performed by consultants to The Lunz Group. The architect's estimator consultant will develop a cost estimate at the end of each design phase. The architect and consultants will provide Programming, Schematic Design, Design Development, Construction Document/ Permitting, Bidding and Construction Administration phase services.

Additional basic scope of services include:

- Attend and participate in all design progress/review meetings.
- Participate in all modeling reviews and reporting.
- Provide constructability design reviews and reporting.
- Participate in all value engineering design reviews and reporting (as an additional service.)
- Participate in master project scheduling and reporting services.
- Participate and provide all site and buildings permitting signed and sealed document services.
- Participate in all pre-construction and construction progress coordination meetings.
- Coordinate and participate in all closeout documentation requirements and meetings.

Time Schedule for Services

Start-Up Time: Two (2) weeks after receipt of pre-design information, written authorization to proceed, and initial payment.

I – Pre-Design Services: Two (2) weeks.

- Architectural 11 x 17 Pre-Design Presentation
- Civil Engineering
 - Pre-Application Meetings
 - Civil Site Research
 - Civil Preliminary Geotechnical Exploration

Plus time for Client Review, Approval, and Authorization to Proceed.

II – Schematic Design Phase Services: Three (3) weeks.

- 50% Schematic Design Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Schematic Design Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

III – Design Development Phase Services: Eight (8) weeks.

- 50% Design Development Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Design Development Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

IV – Construction Documents/Permitting Phase Services: Eight (8) weeks.

- 50% Construction Documents Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Construction Documents Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

V – Bidding Or Negotiation Phase Services: Four (4) weeks

Plus time for Client Review and Award on Construction Contract.

VI – Construction Phase Services: Forty (40) weeks

VII – Post Completion Services: Zero (0) week

Compensation for Professional Services

The Lunz Group will provide professional services on a lump sum basis. Client will pay The Lunz Group a fee of **\$1,117,825.00** including allowances. The base building design fee is 6.15% based on the anticipated \$15,000,000 vertical building cost. The percentage is in line with the Department of Management Services (State of Florida) Fee Curve. Invoices shall be issued monthly based on a percent complete basis. Changes to the scope of work including changes to previously approved documents, project schedule, project scope, project budget, or scope of services will result in additional services. The additional services will be performed at the hourly rates below or for an agreed upon lump sum.

Lump Sum Fee Breakdown

Architectural & Engineering

a. Concept Design	\$ 84,575.00
b. Schematic Design	\$139,375.00
c. Design Development	\$276,750.00
d. Construction Documentation	\$276,750.00
e. Bidding/ Permitting Phase Services	\$ 1,000.00
f. Construction Administration Phase Services	\$137,375.00

Base Building Design Sub-Total: \$915,825.00

Site Design

g. Meetings & Coordination	\$ 10,000.00
h. Pre-application Meetings	\$ 2,500.00
i. Site Research/ Concept Plan	\$ 8,750.00
j. Site Coordination (A/MEP/Structural)	\$ 15,000.00
k. Civil Site – Schematic Design	\$ 17,750.00
l. Design Development	\$ 26,000.00
m. Civil Construction Documents	\$ 26,500.00
n. Civil Site Permitting	\$ 12,000.00
o. Geotechnical Engineering	\$ 15,000.00
p. Limited Construction Administration Services	\$ 18,500.00

Site Design Sub-Total \$152,000.00

Site Design & Architectural & Engineering Sub-total **\$1,067,825.00**

Allowances (Additional Services)

Allowances \$50,000.00

Allowance Sub-Total \$50,000.00

Total Fee with Allowances **\$1,117,825.00**

Potential Services for Allowances:

This list is not inclusive of all potential services and the services are not limited to these described below.

- | | |
|---|---|
| - Signal Warrant Analysis | - Sand Skinks Surveys |
| - Wetland JD/ Endangered Species Survey | - Water Source Evaluation |
| - Polk County Required Flood Study | - Major Traffic Analysis (TIA) |
| - SUE – (including Level B and A) | - Wayfinding |
| - Intersection Control Evaluation | - Cultural Resource Assessment |
| - Gopher Tortoise Relocation/ Permitting | - Impact Fee Analysis |
| - CCD/CO revisions after approved submissions | - Environmental Site Assessments |
| - Detailed Quantity Surveys | - LEED/ WELL/ Green Globe Certification |
| - Life Cycle Cost analysis | - BIM Model with LOD higher than 300 |
| - Specialty Lightning | - Record Drawings |
| - MOT plans | - Marketing/ Lease Brochures |

Reimbursable Expenses

Reimbursable Expenses are expenses incurred by The Lunz Group and The Lunz Group’s consultants that are not included in the fee shall be billed per Polk County Policy.

Fast Track Process

In the event the Client chooses to take advantage of the potential time and cost savings benefits of fast-track processes, Client acknowledges that it has been advised that the Project will be affected. Some of the effects include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated Construction Documents for permitting, bidding, and construction purposes. Client acknowledges that the Project will likely require associated coordination, design, and redesign of parts of the Project after Construction Documents are issued and the Construction Contract is executed and may require removal of work-in-place, all which events may cause an increase in the Cost of the Work and/or an extension of the Project construction schedule. Therefore, Client acknowledges the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from fast-track processes.

Design Approval

Client shall designate a project manager as the main contact of Client for communication with The Lunz Group in relation to this Project. Client shall immediately notify The Lunz Group in writing of any change to the project manager and/or their contact information Client’s project manager shall have the authority to administer all aspects of this Contract on behalf of Client. Client’s project manager shall attend all project meetings with The Lunz Group, especially the initial kick-off meeting, and shall ensure that any other members of Client’s staff required for approvals are also in attendance at the initial kick-off meeting. Revisions to The Lunz Group’s design consulting documents required to accommodate comments provided by Client’s staff not in attendance at the initial kickoff meeting shall be compensated as an Additional Service, unless agreed otherwise by The Lunz Group.

Agreement

By signing below, Client agrees to the provisions of this proposal and agrees to pay The Lunz Group in accordance with those terms stated. Authorizing services described in this proposal shall be construed to mean agreement with the provisions of this proposal. If this proposal is not executed within 30 days from the issue date, The Lunz Group reserves the right to review Compensation, Payment Schedule, and Staffing Commitments. Until the time a formal AIA or other standard form of agreement between Client and Architect is executed this proposal and its associated terms and conditions will be the agreement between the Client and Architect for professional services.

Submitted by:

Signature

Bradley T. Lunz, AIA, NCARB
Printed Name

President & CEO, The Lunz Group
Title

March 3, 2025
Date

EXHIBIT B

SCOPE OF SERVICES

Consultant intends to provide programming and complete architectural and engineering services, see Exhibit Bii for project specific scope of services.

Consultant's services will be as specifically described below:

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including:

- 1.1.1. Project Decision Structure
- 1.1.2. Project Directory
- 1.1.3. Consultation
- 1.1.4. Research
- 1.1.5. Communications; Meeting Minutes, Meeting Agendas (For meetings called by Consultant during the Design phases of the project)
- 1.1.6. Direction of the work of architectural, engineering and other consultant personnel

1.2. Disciplines Coordination/Document Checking consisting of:

- 1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.
- 1.2.2. Review and checking of documents prepared for the Project by the Consultant and the Consultant's Consultants.

1.3. Agency Consulting/Review/Approval services, including:

- 1.3.1. Agency consultants
 - 1.3.1.1. County agencies
 - 1.3.1.2. Regional agencies
 - 1.3.1.3. State agencies
- 1.3.2. Research of critical applicable regulations.
- 1.3.3. Preparation of written and graphic explanatory materials.

1.4. Owner Coordination, including:

- 1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

- 1.5.1. Participate in establishment and updating of design schedule in conjunction with CM for the performance of the Architect's services throughout the design of the project. Key decision making points will be identified on this schedule.

- 1.6. Presentation services** consisting of presentations and recommendations by the Consultant to the following client representatives:

- 1.6.1. Board of County Commissioners
- 1.6.2. Executive Task Force
- 1.6.3. User group(s)
- 1.6.4. Construction Manager/Contractor

PHASE I PROGRAMMING & MASTER PLANNING

2. NEEDS ASSESSMENT/ DATA COLLECTION

2.1. Space Needs Assessments

- 2.1.1. Parking Analysis

2.2. Analysis of the site and its surroundings to include the following:

- 2.2.1. Land Utilization
- 2.2.2. Building locations
- 2.2.3. Utility Systems
- 2.2.4. Surface and subsurface conditions (By Owner)
- 2.2.5. Vegetation (By Owner)
- 2.2.6. Survey (By Owner)
- 2.2.7. Land Use Restrictions
- 2.2.8. Historical analysis
- 2.2.9. Stormwater retention/detention areas

3. FUNCTIONAL PROGRAMMING

3.1. Prepare a detailed architectural program based on the scope established in Phase I to include the following services:

- 3.1.1. Functional Requirements Analysis
- 3.1.2. Interior Development Guidelines
- 3.1.3. Space Standards
- 3.1.4. Preliminary Program Space Estimates
- 3.1.5. Space and Equipment Program
- 3.1.6. Special Building System Requirements
- 3.1.7. Micro-Adjacency Requirements
- 3.1.8. Prepare Final Draft Program
- 3.1.9. Prepare Final Program Report

~~4. Intentionally Omitted~~

- ~~4.1.1~~

PHASE II: DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

5. DESIGN SERVICES

5.1. Architectural Design/Documentation:

- 5.1.1. During the Schematic Design Phase, responding to program requirements and preparing:
 - 5.1.1.1. Conceptual Planning/Massing Options
 - 5.1.1.2. Final Conceptual Site and Building Plans
 - 5.1.1.3. Preliminary Sections and Elevations
 - 5.1.1.4. Preliminary Selection of Building Systems and Materials
 - 5.1.1.5. Development of Approximate Dimensions, Areas and Volumes
 - 5.1.1.6. Perspective sketch – eye level
 - 5.1.1.7. Study model
- 5.1.2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - 5.1.2.1. Plans, sections and elevations
 - 5.1.2.2. Typical construction details
 - 5.1.2.3. Three-dimensional sketch
 - 5.1.2.4. Study model
 - 5.1.2.5. Final materials selection
 - 5.1.2.6. Equipment layouts
- 5.1.3. During the Contract Documents phase consisting of preparation of Drawings and specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

5.2. Structural Design/Documentation:

- 5.2.1. During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
 - 5.2.1.1. A structural system
 - 5.2.1.2. Alternate structural systems, if required
- 5.2.2. During the Design Development phase consisting of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:
 - 5.2.2.1. Basic structural system and dimensions
 - 5.2.2.2. Final structural design criteria

5.2.2.3.Foundation design criteria

5.2.2.4.Preliminary sizing of major structural components

5.2.2.5.Critical coordination clearances

5.2.3. During the Contract Documents phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.

5.3. Mechanical Design/Documentation:

5.3.1. During the Schematic Design phase, prepare a narrative, consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

5.3.1.1.Energy source(s)

5.3.1.2.Energy conservation and controls system concepts

5.3.1.3. Heating and ventilating (systems selections and conceptual sizing and configuration analysis.)

5.3.1.4. Air conditioning (systems selections and conceptual sizing and configuration analysis.)

5.3.1.5.Plumbing

5.3.1.6.Fire protection

5.3.1.7.General space requirements

5.3.2. During the Design Development phase consisting of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:

5.3.2.1.Approximate equipment sizes and capacities

5.3.2.2.Preliminary equipment layouts

5.3.2.3.Required space for equipment

5.3.2.4.Required chases and clearances

5.3.2.5.Acoustical and vibration control

5.3.2.6.Visual impacts

5.3.2.7.Energy conservation measures

5.3.3. During the Contract Documents phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

5.4. Electrical Design/Documentation

5.4.1. During the Schematic Design Phase, prepare a narrative, consisting of consideration of alternate systems, recommendations regarding basic

electrical materials, systems and equipment, analyses, and development of conceptual solutions for:

5.4.1.1.Power service and distribution

5.4.1.2.Lighting

5.4.1.3.Communication and data infrastructure and outlet location systems

5.4.1.4.Fire detection and alarms

5.4.1.5.General space requirements

5.4.1.6.Audio/Visual systems

5.4.2. During the Design Development phase consisting of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:

5.4.2.1.Criteria for lighting, electrical and communications systems

5.4.2.2.Approximate sizes and capacities of major components

5.4.2.3.Preliminary equipment layouts

5.4.2.4.Required space for equipment

5.4.2.5.Required chases and clearances

5.4.3. During the Contract Documents phase, consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the electrical requirements for the Project.

5.5. Civil Design/Documentation:

5.5.1. During the Schematic Design phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:

5.5.1.1.On-site utility systems

5.5.1.2.Fire protection systems

5.5.1.3.Drainage systems

5.5.1.4.Paving

5.5.2. During the Design Development phase consisting of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.

5.5.3. During the Contract Documents phase, consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.

5.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater/Environment Management (Local, State, and Federal) shall be prepared for execution by the Owner. Permit applications to be paid by

Owner. All necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. County shall designate individual who has authority to sign permit applications.

5.6. Landscape Design/Documentation:

- 5.6.1. During the Schematic Design phase, prepare narrative conceptual design solutions, which will be developed for land forms, hardscape, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
- 5.6.2. During the Design Development phase, Schematic Design documents will be further developed including outline Specifications and materials lists to establish final scope and preliminary details for landscape work.
- 5.6.3. During the Contract Documents phase, the Drawings and Specifications based on approved Design Development documents, setting forth in detail the landscape and hardscape construction requirements for the Project will be prepared.

5.7. Interior Design/Documentation:

- 5.7.1. During the Schematic Design phase consisting of space allocation and departmental utilization plans based on functional relationships:
 - 5.7.1.1. Types and qualities of finishes and materials for furniture, furnishings, and equipment.
- 5.7.2. During the Design Development phase consisting of continued development and expansion of interior Schematic Design documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:
 - 5.7.2.1. Interior construction of the Project
 - 5.7.2.2. Special interior design features
 - 5.7.2.3. Space planning
 - 5.7.2.4. Materials, finishes and colors
 - 5.7.2.5. Furniture and equipment layouts
- 5.7.3. During the Contract Documents phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.

5.8. Environmental Graphic Design Services: The scope shall include interior and exterior sign types and graphic elements to provide a comprehensive and cohesive signage and wayfinding system for users of the facility.

- 5.8.1. Design Development:
 - 5.8.1.1. Consider design approaches; determine elements needed for identity, information and wayfinding.

- 5.8.1.2.Begin development of sign prototypes.
- 5.8.1.3.Develop preliminary location plans.
- 5.8.2. Construction document preparation.
- 5.8.3. Construction observation and submittal review.
- 5.8.4. Interior sign types to include:
 - 5.8.4.1.Primary room ID (changeable name inserts in some locations).
 - 5.8.4.2.Restroom ID.
 - 5.8.4.3.Stairway ID and stairway level ID.
 - 5.8.4.4.Building Code required ID.
 - 5.8.4.5.Fire exit plan.
 - 5.8.4.6.Building directories.
- 5.8.5. Exterior sign types include:
 - 5.8.5.1.Main entrance identification.
 - 5.8.5.2.Vehicular directional.
 - 5.8.5.3.Regulatory / Warning identification.
 - 5.8.5.4.Parking areas; handicap parking, authorized vehicles, visitor parking, etc.

5.9. Materials Research/Specifications:

- 5.9.1. During the Schematic Design phase consisting of:
 - 5.9.1.1.Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
 - 5.9.1.2.Investigation of availability and suitability of alternative materials, systems and equipment.
- 5.9.2. During the Design Development phase consisting of activities by in-house personnel in:
 - 5.9.2.1.Development of architectural and engineering project specific draft Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.
 - 5.9.2.2.Coordination of similar activities of other disciplines.
 - 5.9.2.3.Production of design manual including design criteria and outline specifications or material lists.
- 5.9.3. During the Contract Documents phase consisting of activities of in-house architectural personnel in:
 - 5.9.3.1. Review of the development and preparation of bidding and procurement information prepared by the Construction Manager.

- 5.9.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).
 - 5.9.3.3. Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 - 5.9.3.4. Coordination of the development of Specifications by other disciplines.
 - 5.9.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.
- 5.10.** At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Document) the A/E shall provide the Owner with two (2) sets of drawings and specifications.

6. BIDDING OR NEGOTIATION SERVICES

- 6.1. Bidding Materials services** consisting of organizing and handling Bidding Documents for:
- 6.1.1. Coordination
 - 6.1.2. Reproduction by County
 - 6.1.3. Completeness review
- 6.2. Addenda services** consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.
- 6.3. Bidding/Negotiation services** consisting of:
- 6.3.1. Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.
- 6.4. Analysis of Alternates/Substitutions** consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals.

7. CONSTRUCTION ADMINISTRATION

- 7.1. Submittal Services** consisting of:
- 7.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
 - 7.1.2. Distribution of submittals to Construction Manager/Contractor.
 - 7.1.3. Related communications.
- 7.2. Observation services** consisting of periodic visits to the site at intervals appropriate to the state of the work or as otherwise agreed by the County and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will

be in accordance with Contract Documents; preparing related reports and communications, and attendance at progress review meetings at the site.

7.2.1. Site visitation by Project Manager or Project Architect every other week.

7.2.2. Periodic site visits by other staff to observe the progress of the project.

7.3. Responses to Requests for Information (RFI)

7.3.1. Responding to requests for clarifications or additional information related to the Contract Documents

7.4. Supplemental Documentation services consisting of:

7.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Construction Manager or the Owner.

7.4.2. Providing guidance to the Construction Manager in conjunction with the Owner relative to changed requirements and schedule revisions.

7.5. Quotation Requests/Change Orders consisting of:

7.5.1. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified. Changes shall be clearly defined.

7.5.2. Review of proposals from Construction Manager for reasonableness of quantities and costs of labor and materials.

7.5.3. Review and recommendations relative to changes in time for Substantial Completion.

7.5.4. Review on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.

7.5.5. Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.

7.5.6. Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7.6. Contract Cost Accounting services consisting of:

7.6.1. Review of records of payments on account of the Contract Sum and all changes thereto.

7.6.2. Evaluation of Applications for Payment and certification thereof.

7.6.3. Review and evaluation of expense data submitted by the Construction Manager for Work under cost-plus-fee arrangements.

7.7. Interpretations and Decisions consisting of:

7.7.1. Review of claims, disputes, or other matters between the Owner and Construction Manager relating to the execution or progress of the Work as provided in the Contract Documents.

7.7.2. Rendering written decisions.

7.8. Project Closeout services initiated upon notice from the Construction Manager that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.

7.8.1. Review with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.

7.8.2. Recommendation of the amounts to be withheld until final completion.

7.8.3. Intentionally Omitted

7.8.4. Issuance of Certificate(s) of Substantial Completion.

7.8.5. Inspection(s) upon notice by the Construction Manager that the Work is ready for final inspection and acceptance.

7.8.6. Final inspection with the Owner's representative to verify final completion of the Work.

7.8.7. Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).

7.8.8. Issuance of final Certificate(s) for Payment.

7.8.9. Final inspection of Water Distribution, Sewage Collection and Stormwater/ Environmental Management Facilities. Preparation of certifications to agencies along with record documents prepared based upon record information supplied by the Construction Manager. Services include one final inspection for each certification.

8. POST-CONSTRUCTION SERVICES

8.1. Record Drawing services consisting of:

8.1.1. Making arrangements for obtaining from Construction Manager information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work, including Change Directives, RFI's, ASI's, etc.

8.1.2. Review of general accuracy of information submitted and certified by the Construction Manager.

8.1.3. Preparation of record drawings electronically based on certified information furnished by the Construction Manager.

8.1.4. Transmittal of one set of full-size reproducible record drawings and general data, appropriately identified, to the Owner and others as directed. Two copies of all electronic data including CADD drawings on flash drive.

8.2. Warranty Review consisting of:

8.2.1. Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.

- 8.2.2. Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
- 8.2.3. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Construction Manager for correction of noted defects.

9. ADDITIONAL SERVICES/EXPENSES (not included in the base fee): See Exhibit “C” for additional Services.

9.1. Owner-Provided Services:

- 9.1.1. Intentionally Omitted
- 9.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.
- 9.1.3. Printing of all Contract Documents issued for bidding and construction.

9.2. Mock-Up Services relating to any space for study during the design phases and consisting of:

- 9.2.1. Design and documentation for the required mock-up.
- 9.2.2. Construction administration of mock-up construction activities.
- 9.2.3. Arrangements for testing performance of mock-up.
- 9.2.4. Review, analysis and reporting of results.

9.3. Prepare an Inventory of existing furniture and equipment that will be placed in the new facilities.

9.4. Value Engineering – Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain optimum value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer (“VE”) to perform the above review services to be complete at a stage no later than the completion of schematic design, or pay a mutually negotiated sum “at the time the services are requested” to Consultant to perform the above review services at a stage later than the completion of schematic design, Owner acknowledges that schedule and cost impacts may occur.

- 9.4.1. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to Consultant for its review and adequate time will be provided for Consultant to respond to these recommendations. Consultant may be compensated as an additional service for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and Consultant. Objections to any recommendations made by the VE shall be stated in writing. Owner agrees that Consultant shall not be responsible for any damage, cost or liability which arises in connection with, or as a result of, the incorporation of such design changes.

9.5. Commissioning – The performance of a functional and operational check of all systems and equipment to verify the installation is performing to the design criteria.

Consultant would prepare this service in conjunction with an independent contractor experienced in such activities.

- 9.6. **Structural Blast Resistance** - Analysis of building structural systems to resist loads imposed by blast forces on exterior of facility. This would require a additional blast consultant to be obtained.
- 9.7. **Security Systems:** The Security portion of the project will include the design and documentation of Electronic Security System from Schematic Design through Construction Administration Services. The Electronic Security System will include intrusion detection, access control, electronic door control and monitoring, operational intercom, fixed duress alarms, monitoring and control panels, CCVE systems, control room layouts, rough-ins for x-ray screening/magnetometer at entry lobby, and parcel screening. As part of the overall security plan Consultant will provide a site analysis to determine passive security measures to be incorporated for the facility. Deliverables for the above scope for each task are as listed below.
 - 9.7.1. **Schematic Design (SDs):** Consultant will provide a written security narrative describing the Electronic Security System, reflecting the design approach based on program requirements. In addition, Consultant will provide two people for a one day on site Security Workshop to validate the security program and establish the design intent.
 - 9.7.2. **Design Development (DDs):** Consultant will provide job specific draft specifications of the Electronic Security System including plans indicating device locations, and outline specifications, and equipment selections reflecting design approach. Consultant will provide one person for 1 day to attend an on-site design review with the Owner and Design Team members to review the Electronic Security System Design Development documents.
 - 9.7.3. **Construction Documents (CDs):** Upon completion of this review, Consultant will provide completed biddable documents including plans, details, schedules, riser diagrams, and specifications required to fully document the Electronic Security System. In addition, Consultant will provide, at the completion of the Construction Documents phase, Two copies of a Design Information Manual (DIM) outlining major equipment selections utilized as the basis of design for the Electronic Security Systems. Consultant will conduct mid-point design review with Owner and Design Team members to review the Electronic Security Construction Documents.
 - 9.7.4. **Bidding:** Consultant will review all questions related to the Electronic Security System submitted, and provide answers in written addendum as required.
 - 9.7.5. **Construction Administration (CA):** Consultant will provide one person for four, one day intermediate site visits during construction. In addition, upon written notification of substantial completion Consultant will provide two persons for one day (16 hours total) to review and test the Electronic Security System.
 - 9.7.5.1. Included in this phase of work is the review of security shop drawing submittals and written responses to security RFI from the contractor.

9.7.5.2.Deliverable for this phase of work will include a written field report for the intermediate site visits, and a final report and punch list of the site visit made following written notice of substantial completion.

9.7.6. **Expanded Security System Design** - The following systems and services can be provided in addition to the Electronic Security Design defined in previous sections:

9.7.6.1.Assistance Stations

9.7.6.2.Parking Area Equipment (cameras, card access control)

9.7.6.3.Wireless Duress

9.7.6.4.Hydraulic Barriers

9.7.6.5.Biometrics

9.7.6.6.Perimeter protection systems

9.7.6.7.Post Construction Services: Consultant will provide two people for one day (16 hours total) to conduct a pre-warranty expiration review of the electronic security system. The review will focus on inspection of equipment, operational functions, defects or deficiencies within the system and will be documented in report form and issued to the owner.

Exhibit Bii

Scope Of Services

Joint-use Warehouse & Facilities Management Administration Building
May 19, 2025

Project Delivery System

The Lunz Group's services, compensation, and time schedule for performance of services are based on the use of the Construction Manager at Risk with one prime construction contract project delivery system and are subject to adjustment if another delivery system is utilized.

Design Services

The Lunz Group proposes to provide professional services including architecture and interior design within The Lunz Group. Civil, Structural, MEP/FP engineering, Geotechnical and Landscape design consultation services will be provided through outside consultants contracted to The Lunz Group or their consultants.

The scope includes:

- Site Plan Layout
- Building Core and Shell
- Interior Public Spaces

Design Services Included in Proposal

DESIGN SERVICE/CONSULTANT	IN BASE PROPOSAL	CLIENT'S CONSULTANT	EXTRA SERVICE
Architecture The Lunz Group	✓		
Site Surveys		✓	
Geotechnical Investigations, Reports, and Recommendations Kimley Horn/ TBD	✓		
Environmental Surveys, Studies, or Reports		✓	
Landscape Design: Kimley Horn (Code requirement only)	✓		
Civil Engineer: Kimley Horn	✓		
Structural Engineer: TLC Engineering	✓		
Mechanical/Electrical/Plumbing Engineer: SGM Group	✓		
Telecommunications:			✓ ^{1.}
Interior Design Consultant: The Lunz Group	✓		
Graphic Design and Signage Consultant:			✓
Construction Cost Estimating Consultant:			✓
Audio-Visual Consultant:			✓ ^{1.}
Irrigation Consultant: (Part of landscape design)	✓		
Life Safety/Fire Protection: SGM Group	✓		
Security Consultant:			✓ ^{2.}

Notes to Above Table:

In Base Proposal: Included in Base Proposal. The Lunz Group will coordinate work of consultant.

Client's Consultant: The Lunz Group will coordinate with consultant retained directly by Client.

Extra Service: Consultant not included in Base Proposal but could be added upon Client's authorization.

1. The Client (The County and the Sheriff's Office) will provide the design. The Design team shall put the design on the documents. The Design Team will coordinate with the County for Security, IT, and AV design. The County shall provide the design.
2. The Client (the County and the Sheriff's Office) will provide access control design. The CMAR will include the vendor as a sole-source vendor in GMP.

I – Pre-Design Services

The Lunz Group will review existing relevant information provided by the Client. The Lunz Group shall be entitled to rely upon all such information not limited to site plans, surveys, topography, zoning, marketability reports, Client's Design Standards, Client's program, design and construction schedule, construction budget, adjacent sites/structures, building restriction, etc. The Lunz Group will provide Pre-Design services consisting of Listen and Idea phases to gather project data, document and validate success metrics and offer design solutions. These elements will be assembled into a Pre-Design Services Package for review and approval by the Client.

Listen

During the Listen phase, The Lunz Group team will seek to understand your project needs. Working with internal and external stakeholders to understand and document your project specific vision, mission and business needs as well as the project's success metrics. The Listen phase will encompass The Lunz Group's initial project startup and evaluation, creating team understanding of the full scope of the project and will conclude with the executive summary including information from the following:

Deliverables

- Executive Summary (11 x 17 digital presentation)
 - Review and coordination of Client supplied data.
 - Host Kick-off call with the Client and the Client's consultants to align the project team, schedule, budget and to establish the project's success metrics
 - Host Informing meeting to present site visit findings and jurisdictional due diligence.

Idea

The Idea phase is a highly collaborative phase where The Lunz Group, along with the Client and the Client's consultants, will develop and evaluate the project success metrics in order to create the ideas. The Lunz Group's project team will continue to analyze data from the Listen phase pushing the boundaries and defining what's possible.

Architectural Deliverables

- Meeting Minutes
- Pre-Design Services Package (11 x 17 digital presentation)
 - Host a Collaboration workshop with the Client and Client's consultants to establish a project vision for the look and feel of the architecture and interior design.
 - Written summary of goals, budget and schedule including Client's Design Standards, Program and Preliminary Project Description
 - Develop preliminary program and spatial relationship diagrams to determine the overall program and overall design direction.
 - Diagrammatic massing option One (1).
 - In house generated exterior or interior renderings (One (1) eye level, One (1) aerial view)
 - Host Pre-Design Presentation to present the final concepts to gain Client feedback, direction and approval, which will be basis of the Schematic Design phase.

Civil / Landscape Deliverables

- Survey services in support of the project shall be provided by the County. The survey will include topographic information and adjacent boundary lines within the proposed development areas. Full boundary surveys are assumed to not be needed

due to the large area being owned by the County. The following Survey services shall be performed under the responsible charge of a professional surveyor and mapper registered in the State of Florida:

- Preparation of a Topographic Survey for a portion of the final selected site. All work shall be in accordance with the Standards of Practice as set forth by Chapter 5J-17 of the Florida Administrative Code;
- Right-of-way lines and property lines shall be mapped from available public records & field control;
- Elevations shall be measured at an approximate 50-foot grid, together with observed grade breaks. Elevations shall be collected in a manner sufficient to generate one (1) foot contours;
- Topography shall extend for the full right-of-way of adjacent roadways, and 50 feet beyond the development areas;
- Elevations shall be referenced to the North American Vertical Datum of 1988;
- Visible evidence of utilities shall be located. Pipe material, sizes, and elevations shall be determined where accessible;
- Those trees within the upland portion of the subject property that are 5-inches d.b.h. and greater shall be located, mapped and classified by common name. Those trees that appear to be sick or dead shall be noted. NOTE: Trees will be located within the first 5 feet of the topographic overlap;
- All pavement striping shall be located and mapped;
- Right-of-way lines shall be mapped from available public records & field control;
- Pre-Application Meetings
 - Coordinate and attend one (1) pre-design or pre-application meeting with the Southwest Florida Water Management District (SWFWMD)
 - Coordinate and attend one (1) pre-application or pre-design meeting with the City of Bartow and the Polk County LDD.
- Site Research Kimley-Horn will review readily available online information and information provided by the Client and County to help assess the following:
 - Stormwater requirements based on previously approved permits
 - Existing utilities and potential for serving the site including water and sanitary sewer
 - Topographic limitations based on the Client's preliminary building footprint to be provided in CAD format
 - Review of applicable previous record drawings and asbuilt plans that are provided by the Client and/or County (if Available)
 - Provide a short memorandum summarizing our findings
 - Coordinate a flow test to determine available water design parameters with the City of Bartow.
 - Request sanitary sewer force main connection design parameters from City of Bartow Utilities.

Meetings

- Kick-off call One (1)
- Collaboration Workshop (One (1))
- Pre-Design Presentation (One (1))

II - Schematic Design Phase Services

Based on the approved Pre-Design Package, along with any adjustments authorized by the Client, The Lunz Group will provide schematic design documents based on the mutually agreed upon program, schedule and budget for project. The documents will establish the schematic design of the project illustrating the scale and relationship of project components. The documents will include preliminary site plan, floor plan, elevations, and sections as appropriate and preliminary selection of major systems and construction materials.

The schematic design documents will address the site and building massing, access and circulation, views to/from the building(s), concepts for grading, planting, paving and water retention as appropriate, the architectural character of site and exterior enclosures, the roof design, building functional issues, geotechnical issues, preliminary Structural System / MEP System and space requirements.

The Lunz Group will calculate areas and volumes to check the following against the program:

- Usable Area
- Area per Person
- Parking Count

Architectural Deliverables

- Meeting Minutes.
- Preliminary Code Research
- Preliminary Permitting Requirements Research
- Schematic Design Package.
 - Overall Illustrative Site Plan.
 - Life Safety Plans
 - Principal Floor Plans.
 - Roof Plan.
 - Main Building Elevations.
 - Overall Building Sections.
- Digital Study Models (up to Two (2))
- Perspective Sketches (up to Two (2))
- In house generated exterior or interior renderings (One (1) eye level, One (1) aerial view)
- Outline specifications.

Civil / Landscape Deliverables

- Civil Site
 - Kimley-Horn will prepare an engineered site plan and submit to the Client and County for up to two (2) rounds of comments to the site plan. Modify the site per the Client and County comments, as appropriate.
 - Preliminary Stormwater Analysis to determine stormwater management system dimension requirements.
 - Preliminary Utility Service Plan for water and sanitary sewer connections.
 - Preliminary Site Grading plan.
 - Provide the schematic sheets for inclusion in the Client's overall plan set.
- Geotechnical Engineering: Kimley-Horn and Associates will subcontract with Imperial Testing and Engineering, Inc. to provide a final geotechnical engineering evaluation for the proposed site infrastructure and building to include:
 - Call in a utility locate.
 - Mobilize to the site with drill rig and water trailer.
 - Install four (4) standard penetration tests (SPT) to 40 feet deep inside the footprint of the building.
 - Install seven (7) soil borings to 10 feet in the proposed pavement areas.
 - Install six (6) soil borings to 15 feet in the proposed stormwater pond area.
 - Conduct horizontal and vertical permeability tests at two locations within the pond.
 - Determine the seasonal high-water table at select boring locations.
 - Abandon the boreholes with native soil or bentonite.
 - Conduct necessary laboratory testing for classification purposes up to: 8 -200 washes, 2 Atterberg Limit, 2 Loss on Ignition
 - Prepare a subsoil report with recommendations for foundation, pavement and stormwater pond design

Structural Deliverables

- Written narrative including assumed loading, structural gravity and lateral system.

MEP/FP Deliverables

- Mechanical Designs to include:
 - Energy calculations
 - Full HVAC throughout facility
 - Ductwork, diffuser, VAV, AHU, layout
 - Chilled water design (air cooled)
 - Electric heat
- Electrical Designs to include:
 - Power one-lines, calculations, device layout, circuiting
 - Lighting fixtures, plans, circuiting, controls, and photometry

- Fire alarm risers, layouts, and details
 - Voice/data risers, layouts, and details
 - Access control, Intrusion Detection
- Plumbing Designs to include:
 - Domestic hot/cold water and sanitary designs
 - Fixture selection
 - Storm drainage for facility interior
- Fire Protection Designs to include:
 - Fire protection hazard classifications
 - Full piping and head layout
- Sustainability goals for the Owner shall be adhered to with regard to mechanical unit selection, plumbing fixtures, and light fixtures for compliance with Energy Star.

Meetings

- Schematic Design Progress Meeting (One (1))
- Schematic Design Presentation (One (1))

III – Design Development Phase Services

Based on the approved Schematic Design Documents and adjustments authorized by the Client, The Lunz Group will proceed with design development. We will illustrate and describe the design establishing the scope, relationships, forms, size, and appearance of the project by means of plans, elevations, and sections, typical construction details, and equipment layouts. The documents will identify major systems and materials and in general their quality levels.

For review by regulatory agencies, The Lunz Group's design development documents will be submitted to the following departments, as applicable, for their early initial review and comments.

- Building Department
- Fire Marshall
- Department of Health
- Zoning Commission
- Planning Commission
- Design Review Board
- Polk County LDD for County Roads

For utilities, The Lunz Group will:

- Check availability and capacity.
- Initiate approval process by utility companies

The Lunz Group will update area and volume calculations to check the following against the program:

- Usable Area
- Area per Person
- Parking Count

The Lunz Group will review the drawings for the following disciplines to verify that the information reflects the design intent and to help avoid conflicts. BIM coordination meetings will occur to aid in collaboration and coordination. Models will be automatically clashed for interference checks via cloud clash detection software.

- Structural
- Mechanical
- Electrical
- Plumbing

Architectural Deliverables

- Meeting Minutes.
- Code Research

- Permitting Requirements Research
- Drawings
 - Overall illustrative Architectural Site Plan
 - Life Safety Plans
 - Floor Plan including
 - Typical and Special Room Layouts
 - Typical and Special Room Reflected Ceiling Plans
 - Roof plan indicating access and location of major equipment
 - Main Building Elevations
 - Typical Bay Fenestration
 - Overall Building Sections
 - Details
 - Typical Exterior Wall Sections
 - Typical Assembly Types
 - Key Exterior Details
 - Typical Partition Details
 - Typical and Special Interior Elevations
- Schedules
 - Typical Room Finish Schedule
 - Typical Door Schedule
 - Typical Glazing Schedule
- Equipment
 - Typical and Special Room Layouts
- Coordination
 - Typical ceiling spaces with architectural, structural, mechanical, and electrical elements
 - Typical shaft spaces with architectural, structural, mechanical, and electrical elements
- Digital study models (up to Two (2))
- Perspective sketches (up to Two (2))
- In house generated exterior or interior renderings (One (1) eye level, One (1) aerial view)
- Draft specifications

Civil / Landscape Deliverables

- Refine the site plan based on further developed architectural, structural, and building utility plans.
- Refine Stormwater Analysis to determine stormwater management system dimension requirements
- Preliminary demolition and erosion control plan
- Preliminary sizing of onsite storm drains
- Refine Utility Service Plan for water and sanitary sewer connections
- Preliminary lift station calculations
- Preliminary fire flow calculations (if required)
- Preliminary Site Grading plan
- Provide the schematic sheets for inclusion in the Client's overall plan set
- Provide preliminary code compliant landscape drawings and schematic
- Provide one (1) round of engineer's opinion of probable construction cost
- Code compliant Design Development level landscape plans

Structural Deliverables

- 20% level design with plans and typical details.

MEP/FP Deliverables

- Mechanical Designs to include:
 - Energy calculations
 - Full HVAC throughout facility

- Ductwork, diffuser, VAV, AHU, layout
 - Chilled water design (air cooled)
 - Electric heat
- Electrical Designs to include:
 - Power one-lines, calculations, device layout, circuiting
 - Lighting fixtures, plans, circuiting, controls, and photometry
 - Fire alarm risers, layouts, and details
 - Voice/data risers, layouts, and details
 - Access control, Intrusion Detection
 - AV/IT/Access Control/ Card Reader systems as specified/designed by Sheriff Office IT/ County
- Plumbing Designs to include:
 - Domestic hot/cold water and sanitary designs
 - Fixture selection
 - Storm drainage for facility interior
- Fire Protection Designs to include:
 - Fire protection hazard classifications
 - Full piping and head layout

Meetings

- Design Development progress meeting (One (1))
- Design Development Presentation (One (1))

IV – Construction Documents / Permitting Phase Services

The Lunz Group will provide Construction Documents based on the approved design development submission and updated project budget. The documents will be based on AIA A201-Current Edition General Conditions with The Lunz Group's modifications, and The Lunz Group Master Specifications. This will include detailed requirements for construction and include drawings and specifications that establish the quality level for systems and materials. The Lunz Group and its consultants will issue final construction documents to the local jurisdiction for permit review and approval, and address any comments in order to finalize the permitting process.

The Lunz Group will confirm that the following area and volume calculations meet the program:

- Usable Area
- Area per Person
- Parking Count

Architectural Deliverables

- Meeting Minutes
- Construction Documents for Bidding
- Construction Documents for Permitting
- Response to Governing Body Review Comments
- Project Book Specifications

Civil / Landscape Deliverables

- Civil Site Drawings to include:
 - Cover Sheet
 - Erosion and Sedimentation Control
 - Site Demolition and Clearing
 - Grading, Paving and Drainage
 - Stormwater Management
 - Roadway Widening Plan and Cross-Section Sheets (if required)
 - Utilities including potable water service connection and sanitary sewer service connection
 - Lift Station plan and details

- Civil Site Construction Details
- Stormwater Pollution Prevention Plan
- Code compliant landscape and irrigation plans
- Kimley-Horn will coordinate with Client to incorporate other utility services designed by others into the drawings. Such utilities shall be provided by the Client as an Xref in an AutoCad format. Such utilities may include, but are not limited to, electric, natural gas, fire suppression, telephone/telecom. Site lighting pole foundations, if any, will be included if provided by the Client as an Xref.
- Kimley-Horn will prepare specifications in the form of on-drawing notes. A separate specification manual is not included in this proposal.
- Prepare final drainage calculations consistent with the City of Bartow and SWFWMD's design criteria for the stormwater management system associated with the project, as applicable. The drainage calculations will be used to size required ponds and set grades for the site. Hydraulic calculations will be prepared to size the stormwater collection and conveyance system. Prepare a stormwater report summarizing the analysis and results.
- Provide analysis and design for a private lift station that will serve the development. The design will include supporting calculations for wet well size, lift station pump size, and hydraulic calculations for the force main size. A lift-station plan with supporting details will be included in the construction documents.
- Civil Site Permitting Kimley-Horn will prepare permit applications and supporting documents for permit review with the following agencies:
 - City of Bartow – Site Plan/ Construction Document review
 - Southwest Florida Water Management District – Modification to the existing Environmental Resource Permit
 - Florida Department of Health Polk County – Exemption for Public Water Main Extension permit
 - Florida Department of Environmental Protection – Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System
 - Polk County LDD on County Owned Roads
 - Kimley-Horn will attend one (1) meeting per regulatory agencies. Revisions to construction documents are limited to two (2) per agency.

Structural Deliverables

- Construction Documents
 - 50% level design with plans, specific and typical details
 - 100% Construction/Permit Documents
 - Signed and sealed construction/permit drawings

MEP/FP Deliverables

- Mechanical Designs to include:
 - Energy calculations
 - Full HVAC throughout facility
 - Ductwork, diffuser, VAV, AHU, layout
 - Chilled water design (air cooled)
 - Electric heat
- Electrical Designs to include:
 - Power one-lines, calculations, device layout, circuiting.
 - Lighting fixtures, plans, circuiting, controls, and photometry.
 - Fire alarm risers, layouts, and details.
 - Voice/data risers, layouts, and details.
 - Access control, Intrusion Detection.
- Plumbing Designs to include:
 - Domestic hot/cold water and sanitary designs.
 - Fixture selection.
 - Storm drainage for facility interior.
- Fire Protection Designs to include:
 - Fire protection hazard classifications.

- Full piping and head layout.

Meetings

- Construction Documents Progress Meeting (One (1))

Construction Phasing

Construction Documents will be produced in one package.

Bidding Documents

The Lunz Group will assist the Client in the preparation of bidding forms and requirements.

Conditions Of Construction Contract

The Lunz Group will review Client provided General Conditions and make recommendations for supplementary conditions.

V - Bidding Or Negotiation Phase Services

- Services include:
 - On site pre-bid conference (One (1))
 - Response to bidders' requests for clarifications

VI –Construction Phase Services

The Lunz Group will provide Construction Phase services as set forth in AIA A201-Current Edition General Conditions, with The Lunz Group's modifications.

Deliverables

- As described in AIA A201-Current Edition General Conditions, with The Lunz Group's modifications
- The review of shop drawing and finish submittals includes one resubmission.

Meetings

- Scheduled visits to the property to review the work (up to quantities in travel section below)

Construction Period

This Scope of Services is based on a 20 (20) bi-weekly construction period to Substantial Completion. Services provided after this timeframe shall be compensated as Additional Services. The Lunz Group has identified five hundred and forty (540) man hours associated with the construction administration of the project. Any time beyond what is identified can be addressed as an additional service.

VII – Post Completion Services

No Post Completion services included.

Travel

Proposal includes travel to project location, Client's office or teleconference for coordination with the Client and its consultants, meetings or presentations as outlined below.

Person-trips	Kick Off	Pre-Design	SD	DD	CD	CA
Architecture	1	2	2	2	1	22
Civil / Landscape	1	1	1	1	1	4
Structural	1	1	1	1	1	4
MEP/FP	1	1	1	1	1	4
Total	4	5	5	5	4	34

Construction Cost Estimates

The Lunz Group will review estimates prepared by Construction Manager at Risk at each phase for scope and conformance with the drawings.

Qualifications

The following items are qualifications to the proposal outlined above.

- The Lunz Group, at its option, will utilize REVIT software for drawings. For Specifications and Finish Schedules, The Lunz Group may use any or all of the following software: Excel, Word, Studio Designer, or InDesign. We will provide design documents based on a mutually agreed program, schedule and budget for the project. All consultants working with The Lunz Group will adhere to The Lunz Groups BIM Execution Plan.

Architectural Additional Services

The following items are services that are additional to the proposal outlined above. These services will only be provided if requested by the Client and will be billed at the hourly rates noted herein or as a lump sum depending on the nature of the service. These would be eligible for use against the Allowance line item.

- Change Orders, Change Directives or revisions to the design and construction documents after previous Client approvals.
- Value engineering and modification to design and construction documents and specifications requiring preparation of design and construction documents for alternate pricing or re-pricing.
- Preparation of Construction Documents for Alternates.
- Additional submission packages exceeding the number specified in our basic services.
- Cost Estimation
- Detailed Quantity Survey of the Project.
- Attendance at multiple Pre-Bid Conferences.
- Field visits and Construction Phase Services or providing scheduled periodic representation in the field during construction beyond that stipulated in our basic services.
- Substantial Completion Inspections in excess of one inspection.
- Final Completion Inspections in excess of one inspection.
- Services in connection with the activities of separate construction contractors.
- Professional services due to default of the Client's consultants, other design professionals, General Contractor or by major defects in the work.
- Submissions for Government approval other than for building permit.
- Review and approval of proposed alternates or substitutes.
- Coordination and review of the Client's other consultants' drawings and specifications requiring adjustments and modifications to The Lunz Group's documents.
- Multiple Reviews of Shop Drawings and Submittals beyond one (1) original review and one (1) resubmittal.
- Acoustical Design Services.
- Specialty Lighting Design Services.
- Building Commissioning Services.
- Renderings and Models beyond those stipulated in our basic services.
- Electronic Modeling (walkthroughs and fly-bys).
- Wind Analysis.
- Life Cycle Analysis.
- Marketing / Leasing Brochures.
- Record Drawings prepared from the General Contractor's as-built drawings upon completion of project.
- Meeting time beyond that stipulated in our basic services.
- Enhanced clash detection to help with model coordination before construction phase.
- BIM Model with LOD higher than 300.
- LEED or WELL certification.
- Low Voltage systems.

Civil / Landscape Additional Services

- Flood study or FEMA permitting
- Traffic due diligence/ Traffic Impact Analysis
- MOT plans
- Sand Skink surveys

- Impact fee analysis
- Preparation of sketch and legal descriptions for proposed easements
- Design for signage, hardscape, and enhanced landscaping
- Cultural Resource Assessment Survey
- Architectural or structural engineering services
- Site lighting
- Hardscape design
- Environmental Site Assessments, hazardous material surveys or abatements.
- Grease traps, oil/grit separators, fuel tanks, pumps or other hazardous material storage/ secondary containment.
- Tortoise survey/ relocation fees
- Any environmental permitting not specifically included.
- Tree mitigation surveys or services.
- Phase I, Phase II ESA
- Any services not specifically defined in the Scope of Services
- The following information shall be provided by the Client and/or County. Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client.
 - Site record and/or asbuilt drawing information for the existing site in AutoCAD
 - Permit application/review fees
 - Architectural Conceptual Site Plan in AutoCad Format

Structural Additional Services

- AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4.
- Construction site visits or attendance at design review meetings, as requested by the Owner or Client, in excess of the number of site visits defined in this proposal.
- Value Engineering meetings and subsequent engineering or design revisions to incorporate accepted value engineering items, including changes to system design after construction documents have been completed.
- Significant revisions to the program, design philosophy or Architectural plans after Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
- Design phase restart if the project is put on hold for any reason, exceeding 45 days.
- BIM Modeling level of detail, Model deliverables and TLC's role in the coordination process beyond the scope identified.
- Detailed project phasing, preparation of multiple phasing plans, or preparation of multiple sets of construction documents or document packages.
- Change in applicable code, resulting in redesign effort or expenses.
- Document reproduction beyond those required for in-house coordination and submittals as outlined above.
- Design of swimming pool or aquatic features.
- Design of site features, signs, and other amenities outside of building footprint and not directly attached to the building. (Ex: canopies/awnings, site retaining/sound walls, light pole/flag poles & foundations, generator/trash enclosures, benches, bollards, etc.).
- Delegated designs such as cold-formed steel framing, pre-cast and steel stairs, aluminum framing, handrails/guardrails, mechanical curb/frames and their attachment to structure, etc.
- Development of "as-built" or record drawings.
- Detailed cost estimating services.
- Design of unconventional foundation systems including vibrocompaction, vibroflotation, piles, mat foundation, or design to accommodate potential sinkhole activity. Proposed design is based on conventional spread foundation systems.
- Contractor design requests/means and methods such as tower cranes and foundations, scaffolding, temporary access points into the building, temporary construction equipment/loading the building, staging of material or equipment, etc.
- Threshold/AHCA Inspection Services.
- Information to be furnished by the client
 - Copy of Owner-Architect Agreement.
 - Updated, CAD-generated pre-bordered base sheets, site plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (TLC standard is Revit).

- Catalog cut sheets for Owner-furnished equipment and equipment requiring structural support. Cut sheets shall indicate all weights and support conditions.
- Reliable and accurate existing drawings. Extensive field verification or development of as-built documentation of existing systems is not anticipated or included in our scope.
- Any special engineering survey limitation considerations, notably areas where asbestos is present within the facility.

MEP/FP Additional Services

- Progress cost estimates of construction costs are excluded from our scope of services.
- Redesign to provide for VE ideas to be incorporated.
- Any permitting cost including but not limited to application fees, agency fees, impact fees and environmental fees.
- Fundamental and enhanced commissioning are excluded. These services can be provided by SGM at additional cost.

Client's Responsibilities

Prior to commencement of the work, the Client shall furnish to The Lunz Group full information as to their design requirements, operational standards and guidelines, preliminary program, project schedule, total budget broken down for all areas, and all such information which shall be pertinent to the creation and carrying out of the project's design intent.

The Client shall designate a single representative authorized to act in the Client's behalf who shall make decisions with respect to the project. The Client, or such authorized representative, shall examine the design documents submitted by The Lunz Group and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the process of The Lunz Group's design services.

The Lunz Group shall provide information and specifications for products and their manufacturer, sufficient to convey design intent. However, The Lunz Group will not bear any liability, should the Client choose to have the product made by a third party. It is the sole responsibility of the Client not to infringe on any copyright, trademark or design-right of the original manufacturer specified.

Client warrants that in transmitting existing documents prepared by other designers or design professionals, or any other information, Client is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

End Of Scope of Services

Exhibit C

Compensation

Polk County Sheriff's Office - Polk County Joint-use
Warehouse & Facilities Management Administration Building

Compensation for Professional Services

The Lunz Group will provide professional services on a lump sum basis. Client will pay The Lunz Group a fee of **\$1,117,825.00** including allowances. The base building design fee is 6.15% based on the anticipated \$15,000,000 vertical building cost. The percentage is in line with the Department of Management Services (State of Florida) Fee Curve. Invoices shall be issued monthly based on a percent complete basis. Changes to the scope of work including changes to previously approved documents, project schedule, project scope, project budget, or scope of services will result in additional services. The additional services will be performed at the hourly rates below or for an agreed upon lump sum.

Lump Sum Fee Breakdown

Architectural & Engineering		
a.	Concept Design	\$ 84,575.00
b.	Schematic Design	\$139,375.00
c.	Design Development	\$276,750.00
d.	Construction Documentation	\$276,750.00
e.	Bidding/ Permitting Phase Services	\$ 1,000.00
f.	Construction Administration Phase Services	\$137,375.00
Base Building Design Sub-Total:		\$915,825.00
Site Design		
g.	Meetings & Coordination	\$ 10,000.00
h.	Pre-application Meetings	\$ 2,500.00
i.	Site Research/ Concept Plan	\$ 8,750.00
j.	Site Coordination (A/MEP/Structural)	\$ 15,000.00
k.	Civil Site – Schematic Design	\$ 17,750.00
l.	Design Development	\$ 26,000.00
m.	Civil Construction Documents	\$ 26,500.00
n.	Civil Site Permitting	\$ 12,000.00
o.	Geotechnical Engineering	\$ 15,000.00
p.	Limited Construction Administration Services	\$ 18,500.00
Site Design Sub-Total		\$152,000.00
Site Design & Architectural & Engineering Sub-total		\$1,067,825.00
Allowances (Additional Services)		
Allowances		\$50,000.00
Allowance Sub-Total		\$50,000.00
Total Fee with Allowances		\$1,117,825.00

Potential Services for Allowances:

This list is not inclusive of all potential services and the services are not limited to these described below.

- | | |
|---|---|
| - Signal Warrant Analysis | - Sand Skins Surveys |
| - Wetland JD/ Endangered Species Survey | - Water Source Evaluation |
| - Polk County Required Flood Study | - Major Traffic Analysis (TIA) |
| - SUE – (including Level B and A) | - Wayfinding |
| - Intersection Control Evaluation | - Cultural Resource Assessment |
| - Gopher Tortoise Relocation/ Permitting | - Impact Fee Analysis |
| - CCD/CO revisions after approved submissions | - Environmental Site Assessments |
| - Detailed Quantity Surveys | - LEED/ WELL/ Green Globe Certification |
| - Life Cycle Cost analysis | - BIM Model with LOD higher than 300 |
| - Specialty Lighting | - Record Drawings |
| - MOT plans | - Marketing/ Lease Brochures |

Reimbursable Expenses

Reimbursable Expenses are expenses incurred by The Lunz Group and The Lunz Group's consultants that are not included in the fee shall be billed per Polk County Policy.

Fast Track Process

In the event the Client chooses to take advantage of the potential time and cost savings benefits of fast-track processes, Client acknowledges that it has been advised that the Project will be affected. Some of the effects include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated Construction Documents for permitting, bidding, and construction purposes. Client acknowledges that the Project will likely require associated coordination, design, and redesign of parts of the Project after Construction Documents are issued and the Construction Contract is executed and may require removal of work-in-place, all which events may cause an increase in the Cost of the Work and/or an extension of the Project construction schedule. Therefore, Client acknowledges the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from fast-track processes.



EXHIBIT D

SCHEDULE OF REIMBURSABLES

- | | | |
|----|---|--|
| 1. | Subcontractor Services | Actual Costs |
| 2. | Travel Expenses | In accordance with Chapter 112.061, F.S.;
and further defined in the Polk County Employee Handbook. |
| 3. | Postage, Fed Express, UPS | Actual Costs |
| 4. | Pre-approved Equipment
(includes purchase and rental of equipment used in project) | Actual Costs |

POLK COUNTY SHERIFF JOINT-USE WAREHOUSE & FACILITIES MANAGEMENT ADMINISTRATION BUILDING

RFP 24-643



PREPARED BY

THE
LUNZ
GROUP

Architecture | Interior Design

OUR VISION

Cultivating our communities.

OUR MISSION

Building relationships through design.

AGENDA

PROJECT TEAM

PROJECT APPROACH

SITE DUE DILLIGENCE

PROJECT SCHEDULE

WHY OUR TEAM

AGENDA.



PROJECT TEAM

PROJECT TEAM.

POLK COUNTY | RFP 24-643 | JOINT-USE WAREHOUSE + ADMIN BUILDING | 1.15.2025

LIC: AR947

PROJECT TEAM.



BRADLEY LUNZ

AIA, NCARB
Principal in Charge
President and CEO
The Lunz Group



GREG SELVIDGE

RRC
Senior Project Manager
The Lunz Group



EMILY BREHENY

RA, NCARB
Project Architect
The Lunz Group



JOHNNIE LOHRUM

RA, LEED AP
Subject Matter Expert
JL2 Architecture



PROJECT TEAM.

SUBCONSULTANTS.

POLK COUNTY

GREG SELVIDGE
Senior Project Manager
The Lunz Group



- 15+ year relationship with The Lunz Group
- *Recent Polk County projects include:* Watkins Road Fire Station, Sheriff Central County Jail, Eaton Park Fire Station, Fleet Management Vehicle Storage Building
- Office in Polk County (Lakeland)



- 10+ year relationship with The Lunz Group
- *Recent Polk County projects include:* Polk County Sheriff Burnham-McCall Training Center, Polk County Northeast Government Center,



- 15+ year relationship with The Lunz Group
- *Recent Polk County projects include:* Polk County Sheriff Burnham-McCall Training Center, Polk County Jail Annex, Polk County South Jail AHUs, Northridge Fire Rescue Station Study



- 10+ year relationship with The Lunz Group
- Public Safety Subject Matter Expert for 20+ years
- *Recent projects similar in scope include:* Osceola County Sheriff West Side Command Center, DeLand Police Evidence Storage, Volusia County Sheriff Evidence Storage

PROJECT TEAM.

POLK COUNTY EXPERIENCE.

8

ACTIVE PROJECTS
IN DESIGN AND
CONSTRUCTION
WITH POLK COUNTY

170+

PROJECTS COMPLETED
WITH POLK COUNTY

37

YEARS OF
COLLABORATING WITH
POLK COUNTY

IN DESIGN

- BRADLEY JUNCTION FIRE RESCUE STATION*
- EAGLE LAKE FIRE STATION*
- CALOOSA LAKE FIRE RESCUE STATION*

IN CONSTRUCTION

- MASTERPIECE ROAD FIRE RESCUE STATION*
- MOORE ROAD FIRE RESCUE STATION*
- EATON PARK FIRE RESCUE STATION*
- POLK COUNTY FIRE RESCUE TRAINING FACILITY
- POLK COUNTY RIDGE DISTRICT STATION AT POINCIANA*

RECENTLY COMPLETED

- POLK COUNTY SHERIFF'S BURNHAM-MCCALL TRAINING CENTER
- WATKINS ROAD FIRE RESCUE STATION*
- KATHLEEN FIRE RESCUE STATION*
- POLK COUNTY FIRE RESCUE TRAINING FACILITY MASTER PLAN
- GALLOWAY FIRE RESCUE STATION*
- FROSTPROOF FIRE RESCUE STATION*

**REUSE DESIGN PROJECTS*



PROJECT TEAM.

POLK COUNTY | RFP 24-643 | JOINT-USE WAREHOUSE + ADMIN BUILDING | 1.15.2025

LIC: AR947

EVIDENCE EXPERIENCE.

IN DESIGN

- MARION COUNTY SHERIFF'S OFFICE REMODEL
- INDIAN RIVER SHERIFF'S ADMINISTRATION BUILDING (JL2)
- ORANGE CITY POLICE HQ & EVIDENCE FACILITY (JL2)
- VOLUSIA COUNTY SHERIFF'S ADMINISTRATION FACILITY (JL2)
- DAYTONA BEACH SHORES EVIDENCE & TRAINING (JL2)

IN CONSTRUCTION

- POLK COUNTY RIDGE DISTRICT STATION AT POINCIANA*
- CHARLOTTE COUNTY SHERIFF'S HQ (JL2)

RECENTLY COMPLETED

- POLK COUNTY SHERIFF'S BURNHAM-MCCALL TRAINING CENTER
- VOLUSIA COUNTY SHERIFF'S EVIDENCE (JOHNNIE LOHRUM)
- CHARLOTTE COUNTY SHERIFF'S DISTRICT 4 TRAINING FACILITY (JOHNNIE LOHRUM)
- CITY OF DELAND POLICE EVIDENCE (JL2)

***REUSE DESIGN PROJECTS**



PROJECT TEAM.

POLK COUNTY | RFP 24-643 | JOINT-USE WAREHOUSE + ADMIN BUILDING | 1.15.2025

LIC: AR9477

OFFICE + WAREHOUSE EXPERIENCE.

IN DESIGN

- PUBLIX DOWNTOWN BUILDINGS 1 AND 4
- GMF STEEL GROUP RENOVATION**
- UNITED WAY HEADQUARTERS**
- PRIVATE CLIENT - OFFICE HEADQUARTERS**
- ASSURE INFUSIONS PHASE TWO**
- 3955 ANCHUCA DRIVE**
- THE RUTHVENS ALEXA RAE TENANT BUILDOUT
- 3900 COUNTY LINE ROAD - WASTEQUIP WRX TENANT BUILD OUT
- GAPWAY INDUSTRIAL
- PEACE RIVER GILMORE BUILDING EXPANSION
- BARTOW FORD SERVICE CENTER
- CITY OF ST. CLOUD FIRE ADMINISTRATION BUILDING REMODEL

IN CONSTRUCTION

- PUBLIX GEORGE JENKINS OFFICE RENOVATION
- CENTENNIAL BOULEVARD**
- R+L CARRIERS FORT PIERCE CROSS DOCK TERMINAL**
- FARM CREDIT APOPKA
- DEBUT DEVELOPMENT TENANT BUILDOUT
- PLANT CITY UTILITIES + SOLID WASTE DEPARTMENT FACILITY
- TITUSVILLE TRANSFER STATION

RECENTLY COMPLETED

- ASSURE INFUSIONS**
- CITY OF BROOKSVILLE PUBLIC WORKS FACILITY
- ACP BAY 3 TENANT IMPROVEMENT
- 3685 AIRPORT COMMERCE ROAD
- MARCOBAY HEADQUARTERS TENANT IMPROVEMENT
- ACP BBUILDING A - BAYS 1-3
- 5857 NEW TAMPA HIGHWAY BAYS + OFFICE
- 3900 COUNTY LINE ROAD

****OFFICE AND WAREHOUSE SPACE INCLUDED IN PROJECT.**
TILT WALL PROJECT



PROJECT TEAM.

POLK COUNTY | RFP 24-643 | JOINT-USE WAREHOUSE + ADMIN BUILDING | 1.15.2025

LIC: AR9477 188



OUR APPROACH

OUR **APPROACH.**

POLK COUNTY | RFP 24-643 | JOINT-USE WAREHOUSE + ADMIN BUILDING | 1.15.2025

LIC: AR947

OUR METHOD.

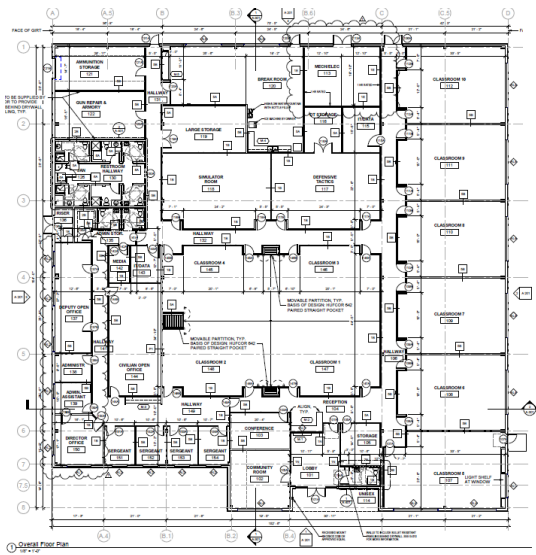
4. BUILD

By utilizing our solutions-driven approach, we enter the build phase with confidence for a smooth construction period.



3. DOCUMENT

The Lunz Team establishes milestones for document production, where we deliver permit, bid and construction documents review.



1. INVESTIGATE

Our goal in this phase is to view the problem from all angles with all parties early on in the process.




2. COLLABORATE

Check-in meetings happen weekly, both at an internal and external level. Informally, communication happens at a daily, or even hourly, basis.

OUR APPROACH.

LEVERAGING TECHNOLOGY.

- Set expectations and create full understanding
- Removing silos of control through transparency
- Create healthy conflict to get to the best value
 - Visualization (Real Time Rendering, Unreal Engine)
 - Cost Estimation (Autodesk ProEst)
 - Collaboration (Autodesk Build)
 - Transparency (Autodesk Docs)

 **AUTODESK**
Construction Cloud



— **OUR APPROACH.**

POLK COUNTY | RFP 24-643 | JOINT-USE WAREHOUSE + ADMIN BUILDING | 1.15.2025

LIC: AR947

TILT WALL CONSIDERATIONS.

- Crane size + availability
- Efficiency of tilt wall
- Schedule and cost savings

ACTIVE TILT WALL PROJECTS IN DESIGN + UNDER CONSTRUCTION

- Polk County Sherrif's Office Ridge District Station
- Centennial Boulevard
- The Ruthvens: 3955 Anchuca Drive
- Assure Infusions Phase 2
- Gapway Industrial



OUR APPROACH.

POLK COUNTY | RFP 24-643 | JOINT-USE WAREHOUSE + ADMIN BUILDING | 1.15.2025

PROJECT SPECIFIC DESIGN APPROACH.

Concurrent Schematic Design

- Evidence
- Facilities
- Shell/Core

Benefits

- User/typology expertise
- Scheduling
 - Owner Review
 - Accelerated/Directed DD/CD
 - Site schedule



PHOTOGRAPHY PROVIDED BY VOLUSIA COUNTY

OUR **APPROACH.**

POLK COUNTY | RFP 24-643 | JOINT-USE WAREHOUSE + ADMIN BUILDING | 1.15.2025

LIC: AR9477

EVIDENCE DESIGN STRATEGIES.

SIZING FOR FUTURE GROWTH

- storage types
- future expansion
- staffing size/management analysis
- population growth
- intake/disposal rates
- HD racking / high bay storage

SECURITY/SURVIVABILITY

- missile impact(essential facility)
- emergency/redundant systems
- secure perimeter
- access control(ACS) / video surveillance(VSS)

OPERATION & FUNCTION

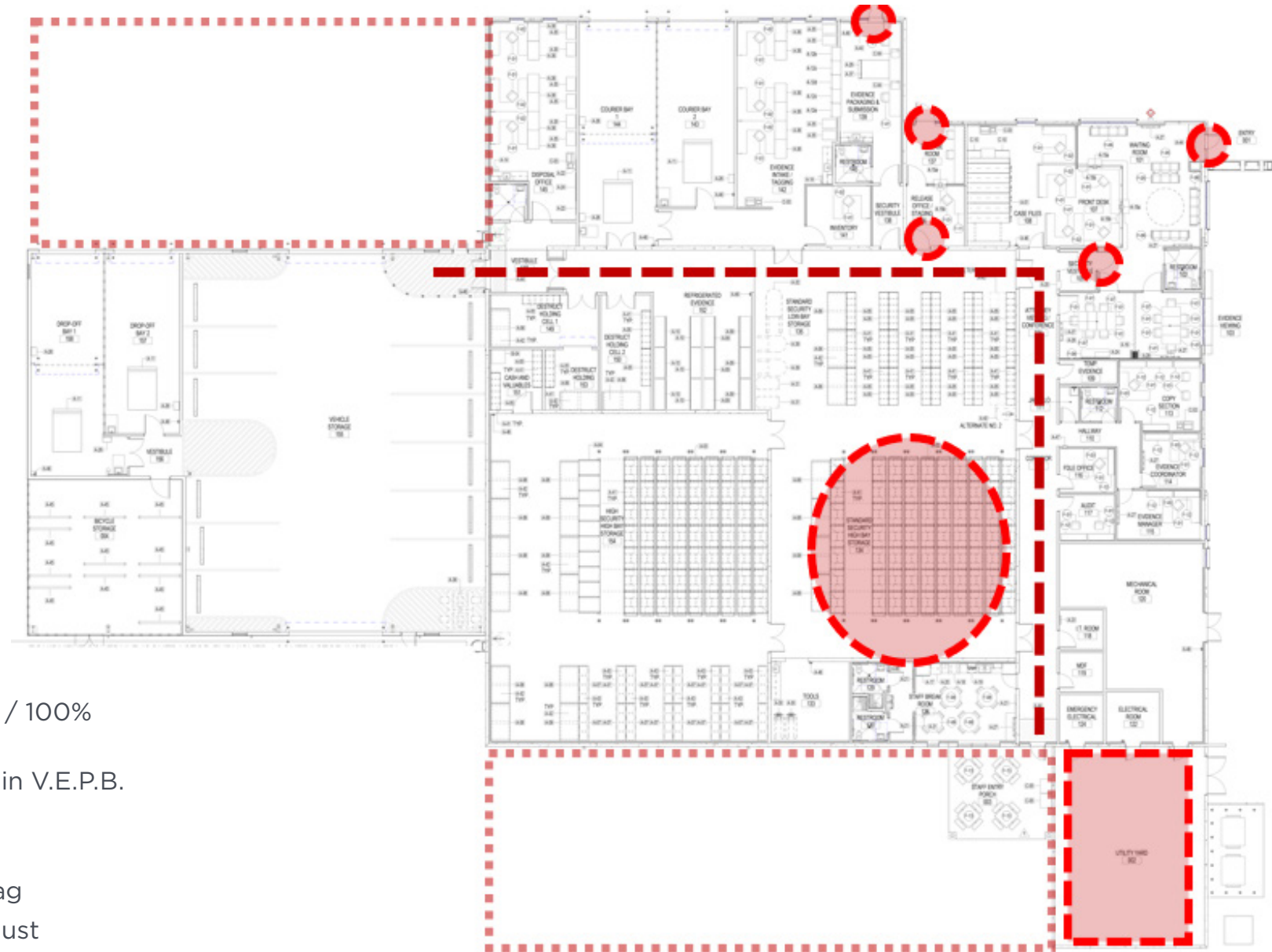
- function, function, function
- efficient workflow
- chain of custody
- simple internal circulation

24-HOUR FACILITY

- ergonomic
- flexible/multi-use spaces
- durable finishes

VENTILATION

- Drug retention per DEA / 100% purge
- Negative pressurization in V.E.P.B. & handling areas
- Haz. Mat consideration
- Task exhaust at bag & tag
- Bio-dry room / full exhaust



OUR APPROACH.

EVIDENCE DESIGN STRATEGIES.

SUPPORT SPACES

- Evidence triage
- Packaging room
- Transfer lockers
- Return room
- Ballistic protection
- Parcel passers
- Short term staging
- Emergency showers
- Specialty racking
- Refrigeration/freezer
- Narcotics storage
- Administration adjacent to processing

VEHICLE EXAM/STORAGE BAYS

- Light floors
- Alternate light source
- Vehicle lifts
- Overhead doors
- Hand sinks
- S.S. counter tops
- Sidewall lighting for pictures
- Trench drain for each bay
- Lots of storage

CHAIN OF CUSTODY

- Adjacencies
- Bio-metric / prox. controllers
- Sterile evidence return
- Attorney discovery room
- Secure perimeter
- Simple internal circulation
- Controlled doors
- Point of sale cameras at evidence drop



OUR APPROACH.



SITE DUE DILIGENCE

SITE DUE **DILIGENCE.**

POLK COUNTY | RFP 24-643 | JOINT-USE WAREHOUSE + ADMIN BUILDING | 1.15.2025

SITE DUE DILIGENCE

SITE ONE | PROS VS. CONS

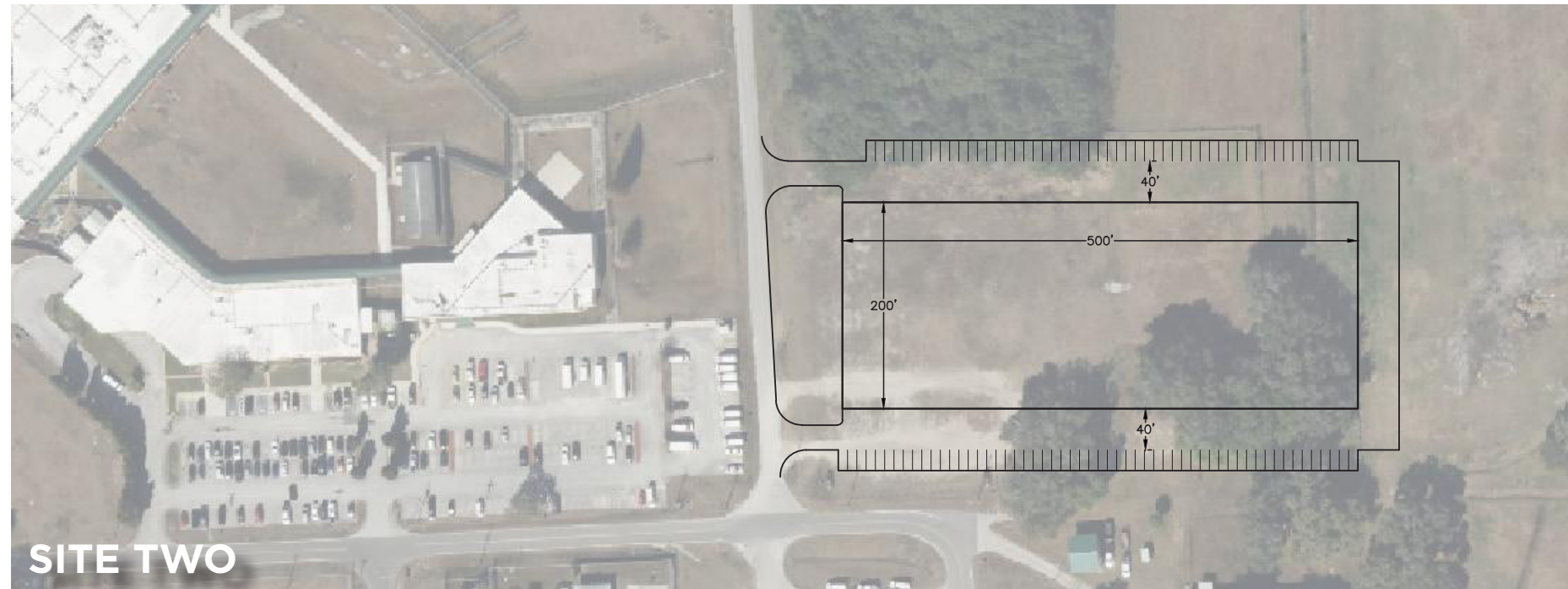
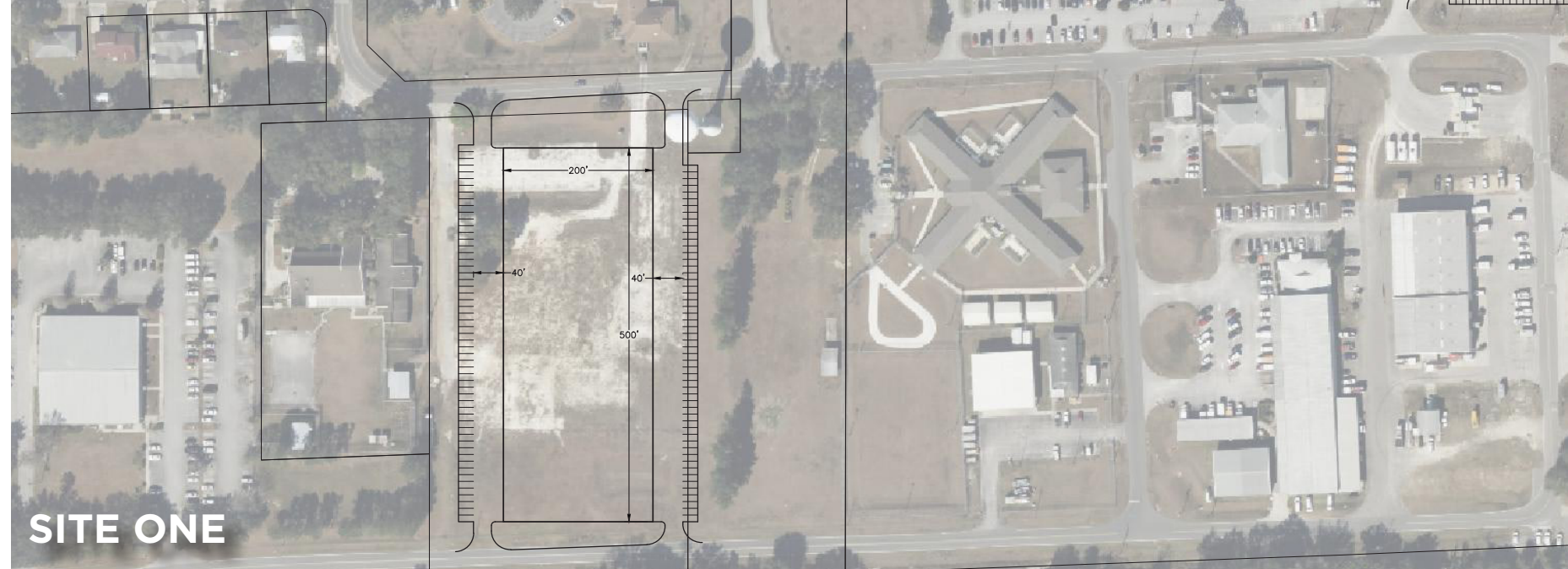
- Preferred Site
- Utilities readily available
- Access Roads
- No floodplains
- Parking
- Tight site, with minimal flex area

SITE TWO | PROS VS. CONS

- Larger site with more flex area
- No floodplains
- Ability to drive around building
- Potential Wetland impacts
- No utilities readily available
- Proximity to Jail

CONSIDERATIONS

- Location of evidence in building
- Security
- Means of Ingress/Egress
- Management of User Groups
- Maximize Operations



SITE DUE DILIGENCE.



PROJECT SCHEDULE

PROJECT SCHEDULE.

POLK COUNTY | RFP 24-643 | JOINT-USE WAREHOUSE + ADMIN BUILDING | 1.15.2025

LIC: AR947

PROJECT SCHEDULE.

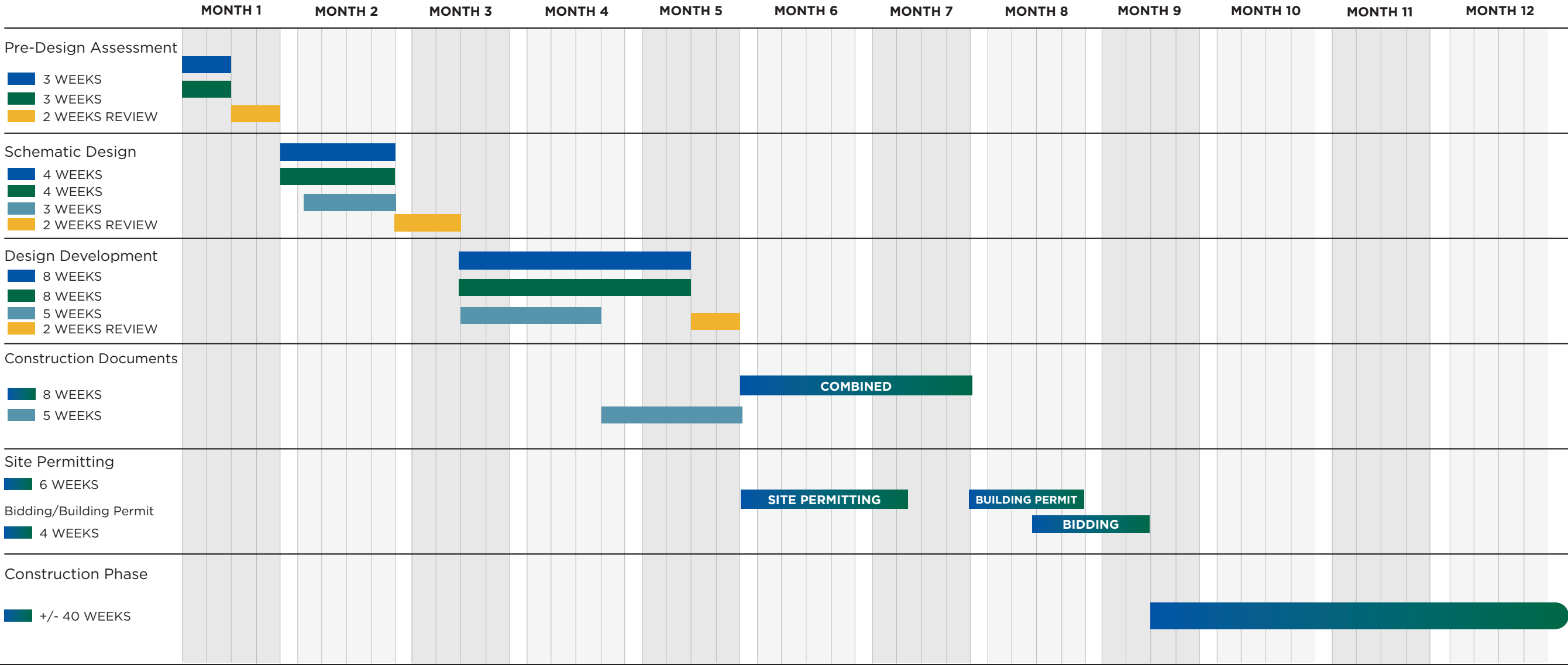
FACILITIES

SHERIFF'S OFFICE

SHELL

FACILITIES + SHERIFF'S OFFICE

OWNER REVIEW PERIOD



Estimated Project Duration: +/- 73 WEEKS | +/- 17 MONTHS

PROJECT SCHEDULE.



WHY OUR TEAM.

WHY OUR TEAM.

POLK COUNTY | RFP 24-643 | JOINT-USE WAREHOUSE + ADMIN BUILDING | 1.15.2025

LIC: AR9477



EXPERIENCE



EXPERTISE



APPROACH



FLORIDA-BASED



RELATIONSHIP



PROVEN TEAM

WHY OUR TEAM.

POLK COUNTY | RFP 24-643 | JOINT-USE WAREHOUSE + ADMIN BUILDING | 1.15.2025

LIC: AR9477

A wide-angle photograph of a modern, two-story building with a mix of brick and light-colored panels. The building has large glass windows and doors, some of which are illuminated from within. In front of the building is a parking lot with several spaces marked. A low wall with a row of small trees or shrubs separates the parking lot from the building. A tall, thin light pole stands in the foreground. The sky is a deep blue with some light clouds. The overall mood is professional and modern.

THE LUNZ GROUP

Architecture | Interior Design

Cultivating Communities.

PHONE 863.682.1882
EMAIL marketing@lunz.com

58 Lake Morton Drive, Lakeland, Florida 33801
www.lunz.com
LIC: AR94778

Architectural/Engineering Services Agreement

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County, a political subdivision of the State of Florida, 330 W. Church Street, Bartow, Florida 33830, hereinafter referred to as the “County”, and The Lunz Group, a Florida Limited Liability Company, located at 58 Lake Morton Drive, Lakeland, FL 33801 herein referred to as the “Consultant”, and whose Federal Identification Number is: 59-2853955.

WHEREAS, the County requires certain architectural and engineering services for the design of the new Joint-Use Warehouse & Facilities Management Administration Building and permitting, bidding, construction administration and close out documentation, all to be performed in Polk County for the construction of the new Joint-Use Warehouse & Facilities Management Administration Building (the “Project”); and,

WHEREAS, the County has solicited for these professional services via RFP 24-643, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

WHEREAS, pursuant to the RFP, the County has selected the Consultant and the Consultant remains agreeable to providing the County the professional services described herein, and the Consultant represents that it is 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 parties hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date of its execution by the County (the “Effective Date”).

1.2 The Agreement Term shall be from the Effective Date through completion of both parties’ obligations hereunder, unless otherwise sooner terminated as provided herein.

2.0 Consultant Services - General

The County does hereby retain the Consultant to furnish those services and to perform those tasks as set forth and described in (i) the County’s Request for Proposal RFP #24-643, to include all attachments and addenda, (ii) the Consultant’s responsive proposal thereto, and (iii) the Sheriff’s Office – Polk County Joint-Use Warehouse & Facilities Management Administration Building Scope of Work (collectively, (i) (ii), and (iii) are “RFP 24-643”), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit “A” and made a part of this Agreement, together with those services set forth and described on Exhibit B “Scope of Services” attached hereto and incorporated herein, and as may be otherwise set forth herein (collectively, the “Services”).

3.0 Project Administration Services

3.1 The Consultant shall manage the Consultant’s services and administer the Project. The Consultant shall consult with the County, research applicable design criteria, attend Project meetings, and communicate with members of the Project Team and issue progress reports. The Consultant shall coordinate the Services provided by the Consultant and the Consultant’s sub-consultants with those services provided by the County and the County’s other Project consultants.

3.2 When Project requirements have been sufficiently identified, the County may require the Consultant to prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the County, design services furnished by the Consultant, completion of documentation provided by the Consultant, commencement of construction and Substantial Completion of the Project Improvements to be made based upon the final, approved Construction Documents.

3.3 When developing the design for the Project the Consultant shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics.

3.4 Upon request of the County, the Consultant shall make a presentation to explain the design of the Project to representatives of the County.

3.5 The Consultant shall submit design documents to the County at intervals appropriate to the design process for purposes of evaluation and approval by the County. The Consultant shall be entitled to rely on written approvals received from the County in the further development of the design.

3.6 The Consultant shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.7 EVALUATION OF BUDGET AND COST OF THE WORK.

3.7.1 When the Project requirements have been sufficiently identified, the Consultant shall prepare a preliminary estimate of the Cost of the Work (as the term is defined in Section 46.2, below). This estimate may be based on current area, volume or similar conceptual estimating techniques. The Consultant shall advise the County of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the estimate of the Cost of the Work exceeds the County's budget, the Consultant, at no additional charge, shall make appropriate recommendations to the County to adjust the Project's size, quality or budget, and the County shall cooperate with the Consultant in making such adjustments.

3.7.2 The Consultant's preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work represent the Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the methods available to the Consultant when determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Consultant.

3.7.3 In preparing estimates of the Cost of the Work, the Consultant shall be permitted to include contingencies and allowances for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents (as the term is defined in Section 46.1, below); to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the County's budget for the Cost of the Work.

3.7.4 If bidding or negotiation has not commenced within 90 days after the Consultant submits the Construction Documents to the County, the budget for the Cost of the Work shall be adjusted to reflect any changes in the general level of prices in the construction industry.

3.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, and the County elects to revise the Project scope to reduce the Cost of the Work, then the Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit as a condition of this Agreement.

4.0 Evaluation and Planning Services

4.1 The County may furnish a program setting forth the County's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements. The Consultant shall provide a preliminary evaluation of the information furnished by the County under this Agreement, including the County's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Consultant shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the County of any other information or consultant services that may be reasonably needed for the Project.

4.2 The Consultant shall provide a preliminary evaluation of the County's site for the Project based on the information provided by the County of site conditions, and the County's program, schedule and budget for the Cost of the Work.

5.0 Design Services

5.1 SCHEMATIC DESIGN DOCUMENTS

5.1.1 The Consultant shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5.2 DESIGN DEVELOPMENT DOCUMENTS

5.2.1 The Consultant shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

5.3 CONSTRUCTION DOCUMENTS

5.3.1 The Consultant shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

5.3.2 During the development of the Construction Documents, the Consultant shall assist the County in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the County and the Contractor; and (2) the Conditions (General, Supplementary and other Conditions) of the Contract (the “Construction Contract”) for Construction of the Project. The Consultant also shall compile the Project Manual that includes the Conditions of the Construction Contract and Specifications and may include bidding requirements and sample forms.

5.3.3 Progress submittals of final design documents shall be delivered to the County for review and approval, at the 50% Construction Document Phase, the 100% Construction Documents to be submitted for permit, and the 100% Construction Documents, approved for construction for each subproject. Such submittals shall be reissued as necessary to secure approval. County comments shall be incorporated into the next design phase of the work. Consultant is entitled to rely upon County’s approval that the design conforms to the program at each stage. The County and the Consultant agree that they shall not proceed to the next design phase, including the Construction Phase, until they have mutually agreed that the Project is feasible in accordance with the budget approved by the County.

6.0 Contract Administration Services

6.1 GENERAL ADMINISTRATION

6.1.1 The Consultant shall provide administration of the Construction Contract between the County and its selected contractor (the “Contractor”) as set forth in that contract.

6.1.2 The Consultant’s responsibility to provide the Contract Administration Services under this Agreement commences with the Notice to Proceed to the Contractor and terminates at the issuance to the County of the final Certificate for Payment. However, the Consultant may be entitled to a Change in Services in accordance with Section 47.2 if Contract Administration Services extend 60 days after the date of Final Completion of the Work.

6.1.3 The Consultant shall be a representative of, and shall advise and consult with, the County during the provision of the Contract Administration Services. The Consultant shall have authority to act on behalf of the County only to the extent provided in this Agreement unless otherwise modified by written amendment.

6.1.4 Duties, responsibilities and limitations of authority of the Consultant under this Section 6.0 shall not be restricted, modified or extended without written agreement of the County and Consultant.

6.1.5 The Consultant shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Consultant and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

6.1.6 When reasonably required by the County, the Consultant shall on the County’s behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

6.1.7 On receipt of written request from either the County or Contractor, the Consultant shall interpret and decide any disputed or unresolved matters between the County and

Contractor concerning the requirements and performance of the Work pursuant to the Contract Documents. The Consultant's response to such requests shall be made in writing within any time limits stated in the Construction Contract or as agreed among the parties.

6.1.8 Interpretations and decisions of the Consultant with respect to the matters described in section 6.1.7, above, shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Consultant shall endeavor to secure faithful performance by both County and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith.

6.1.9 The Consultant shall render initial decisions on claims, disputes or other matters in question between the County and Consultant as provided in the Contract Documents. However, the County's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

6.2 EVALUATIONS OF THE WORK

6.2.1 The Consultant, as a representative of the County, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the County and the Consultant, (1) to become generally familiar with and to keep the County informed in writing about the progress and quality of the portion of the Work completed, (2) to guard the County against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

6.2.2 The Consultant shall report to the County known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant shall be responsible for the Consultant's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Sub-contractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

6.2.3 The Consultant shall at all times have access to the Work wherever it is in preparation or progress.

6.2.4 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized in writing, the Consultant and Contractor shall communicate through the County. Communications by and with the Consultant's sub-consultants shall be through the Consultant. The Consultant shall respond to the County with the Consultant's written responses or correspondence within a reasonable length of time.

6.2.5 The Consultant shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant, with the County's approval, will have authority to require inspection or testing of

the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith, either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the Consultant to the Contractor, Sub-contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. If the Consultant requires inspection or testing of the Work without the County's prior approval and deems the Work acceptable, then the Consultant will be responsible for any compensation due the Contractor.

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

6.3.1 The Consultant shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Consultant's certification for payment shall constitute a representation to the County, based on the Consultant's evaluation of the Work as provided in Paragraph 6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Consultant.

6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections beyond those inspections required pursuant to this Agreement, to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub-contractors and material suppliers and other data requested by the County to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.3.3 The Consultant shall maintain a record of the Contractor's Applications for Payment.

6.4 SUBMITTALS

6.4.1 The Consultant shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the County, Contractor or separate contractor. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.4.2 The Consultant shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Consultant shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Consultant. The Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.5 CHANGES IN THE WORK

6.5.1 The Consultant shall prepare Construction Change Directives and assist the County with the preparation of change orders and allowance authorizations for the County's approval and execution in accordance with the Contract Documents. The Consultant may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. If necessary, the Consultant shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

6.5.2 The Consultant shall review properly prepared, timely requests by the County or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Consultant to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Consultant determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Consultant may issue an order for a minor change in the Work or recommend to the County that the requested change be denied.

6.5.3 If the Consultant determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Consultant shall make a recommendation to the County, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Consultant shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Consultant. With the County's approval, the Consultant shall incorporate those estimates into a Change Order or other appropriate documentation for the County's execution or negotiation with the Contractor.

6.5.4 The Consultant shall maintain records relative to changes in the Work.

6.6 PROJECT COMPLETION

6.6.1 The Consultant shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the County, for the County's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall

issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

6.6.2 The Consultant's inspection shall be conducted with the County's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Consultant of Work to be completed or corrected.

6.6.3 When the Work is found to be substantially complete, the Consultant shall inform the County about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.6.4 The Consultant shall receive from the Contractor and forward to the County: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the County against liens.

7.0 Facility Operation Services

7.1 The Consultant shall meet with the County or the County's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

7.2 Upon request of the County, and prior to the expiration of one year from the date of Substantial Completion, the Consultant shall conduct a meeting with the County and the County's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the County.

8.0 Additional Services

8.1 The Consultant shall perform the additional Services as set forth and further described on Exhibit "B".

8.2 The following minimum Design Services and Contract Administration Services shall be provided by the Consultant without a Change in Services in accordance with Section 47.2:

8.2.1 A reasonable number of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Consultant.

8.2.2 Up to two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

8.2.3 Up to two (2) inspections for any portion of the Work to determine final completion.

8.3 The following Design and Contract Administration Services may be provided by the Consultant as a Change in Services in accordance with Section 47.2:

8.3.1 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Services, with prior approval by County;

8.3.2 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;

8.3.3 Evaluation of substitutions proposed by the County's consultants or contractors and making subsequent revisions to the Instruments of Service (as described in Section 47.1, below), with prior approval by County.

8.3.4 Preparation of design and documentation for alternate bid or proposal requests proposed by the County after the Guaranteed Maximum Price for the Work is established.

8.3.5 Contract Administration Services provided 60 (sixty) days after the date of Final Completion of the Work, as may be requested by the County.

9.0 Compensation

9.1 In consideration for its providing the Services, the County shall pay Consultant the lump sum amount stated in Exhibit "C", "Compensation", which is attached hereto and made a part of this Agreement. Exhibit "C" identifies the Services by Task Item; the Consultant shall bill the County for all Services it performs by the applicable Task Item.

9.2 The Consultant shall invoice the County monthly for Services rendered as outlined in Exhibit "C". All such invoices shall be based upon the percentage of work completed for each Task Item, as set forth on Exhibit "C", for the preceding month. Each invoice shall include a description of work performed or milestone achieved. No invoices shall be issued or paid for services that have not been performed.

9.3 All invoices must reference this Agreement number, using an invoice form approved by the County Auditor.

9.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of a correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Facilities Management Division

Attention: Division Director

2160 Marshall Edwards Drive

Bartow, FL 33830

9.5 In order for both parties herein to close their books and records for the Project, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

9.6 Payment of the final invoice for the Project shall not constitute evidence of the County's acceptance of the Work or Services.

9.7 A contract amendment/change order may be executed by both parties, after Substantial Completion, to incorporate any additional design fees due to the Consultant. The amendment shall be based upon 6.15% of the additional cost of the Work that has been added to the Project where the Consultant participated in the design process.

9.8 If the Services of the Consultant are changed as described in Section 47.2.1 or 47.2.2, the Consultant's compensation may be adjusted. Such adjustment shall be computed as a lump sum on a task-by-task basis, or, in the discretion of the County, in an otherwise equitable manner.

9.9 An allowance is included for additional services in the amount set forth in Exhibit C. This allowance shall only be used at the direction of the County with approval of the Facilities Management Director. Any unused portion of the allowance shall be returned to the County following final completion.

9.10 Forty (40) calendar days shall be allowed for the County's inspection and approval of the goods and services for which any invoice has been submitted.

9.11 No deduction shall be made from the Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to the Contractors.

9.12 If any work designed or specified by the Consultant during any phase of service is abandoned or suspended in whole or in part, the Consultant is to be paid for the Services performed prior to receipt of written notice from the County of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three months.

10.0 Reimbursable Expense

10.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the negotiated Scope of Work (Exhibit A-iii) and in accordance with the County's Reimbursable Schedule that is attached hereto as Exhibit "D" 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. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services described in this Agreement.

10.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the Agreement, and include:

Overnight Deliveries

Reproduction

10.3 Mileage shall be reimbursed in accordance with Section 112.061, Florida Statutes, and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

10.4 Reimbursable Expenses, including those of the sub-consultants, shall be reimbursed at cost.

10.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes, and County policy.

10.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Facilities Management Division offices upon demand termination of the Agreement or the conclusion of the project, whichever occurs first.

10.7 The County shall reimburse the Consultant for any documents required over and above the number specified in this Agreement per the County's Reimbursable Schedule that is attached hereto as Exhibit "D".

11.0 Project Team

11.1 No later than the date it selects the Contractor, the County shall identify the initial members of its Project Team which will include the County's Designated Representative and the Consultant's Designated Representative. If it had not done so prior to that date, the Consultant will identify to the County the Consultant's Designated Representative. The Consultant's Designated Representative shall be authorized to act on the Consultant's behalf with respect to the Project.

11.2 The County hereby authorizes the County's Facilities Management Director to act as the County's agent and execute documents associated with the Project. Examples of these documents are Notices of Commencements, Certificates of Substantial and Final Completion and applications for permits from applicable agencies.

11.3 If in addition to the County's Designated Representative, the County designates any other person or entity with the right or duty to review the Consultant's submittals to the County, then the County shall specifically identify each such person and entity in a written notice to the Consultant.

12.0 Consultant's Standard of Care

12.1 The Consultant's Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Within ten (10) days following issuance of the Notice to Proceed, the Consultant shall submit for the County's approval a schedule for the performance of the Consultant's Services. This schedule shall include allowances for periods of time required for the County's review, for the performance of the County's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The Consultant or County shall not, except for reasonable cause, exceed time limits established by this schedule approved by the County.

12.2 Intentionally Omitted.

12.3 The Consultant shall maintain the confidentiality of information specifically designated as confidential by the County, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding. The Consultant shall require of the Consultant's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the County.

12.4 Except with the County's knowledge and prior express written consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Project.

12.5 The Consultant shall review laws, codes and regulations applicable to the Consultant's services. The Consultant shall design the Project to conform to the requirements imposed by governmental authorities having jurisdiction over the Project.

12.6 The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the County. The Consultant shall provide prompt written

notice to the County if the Consultant becomes aware of any errors, omissions or inconsistencies in such services or information.

12.7 The Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

12.8 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

12.9 The Consultant shall, at no additional cost to County, re-perform Services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

12.10 The Consultant shall use skilled and competent personnel to perform the Services.

13.0 **Insurance**

13.1 **General Provisions**

13.1.1 The Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the County with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the County.

13.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of the County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of at least the "A" category and size category of VIII.

13.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$100,000.00 without the permission of the County.

13.1.4 Any failure by the Consultant to comply with the requirements of this section to provide insurance, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance;

13.1.5 The County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

13.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

13.1.7 All Consultants' sub-consultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

13.1.8 In the event that sub-consultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the sub-consultants' insurance coverage.

13.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

13.2 Comprehensive Automobile Liability Insurance. \$1,000,000/\$1,000,000 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.

13.3 Commercial General Liability. \$1,000,000/\$2,000,000 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

13.3.1 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.

13.3.2 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)

13.3.3 Policy must include Separation of Insureds Clause.

13.4 Professional Liability Insurance. \$2,000,000/\$2,000,000 for design errors and omissions, exclusive of defense costs. The Consultant shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the project is completed.

13.6 Worker's Compensation. Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

13.7 Employers' Liability. \$1,000,000.

14.0 **Indemnification**

14.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the County and the Consultant agree to allocate such liabilities in accordance with this Section 14.0.

14.2 Indemnification.

14.2.1 The Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and expenses (including, without limitation, attorneys' fees and costs and expenses incurred during negotiation, through litigation and all appeals therefrom), and including, without limitation, those pertaining to

the death of or injury to any person, or damage to any property, which directly or indirectly arise in connection with or result from (i) the failure of the Consultant to comply with applicable laws, rules or regulations, (ii) the breach by the Consultant of its obligations under any agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the Consultant's performance or non-performance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct of the Consultant, its professional associates, sub-consultants, agents, and employees; provided, however, that the 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. The obligations imposed by this Section shall survive the expiration or earlier termination of this Agreement.

14.2.2 The County's review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

14.2.3 The Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of sub-consultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

14.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 14.0 shall survive as if the Agreement were in full force and effect.

15.0 Independent Contractor

15.1 The Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

15.2 The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance.

15.3 The Consultant shall work closely with the County in performing Services under this Agreement.

15.4 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the County in any manner.

15.5 The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16.0 Authority to Practice

16.1 The Consultant hereby represents and warrants that it 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.

17.0 Compliance with Laws

17.1 In performance of the Services, the Consultant will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

18.0 Subcontracting

18.1 The County reserves the right to accept the use of any proposed subcontractor or sub-consultant of the Consultant (for purposes of this Section 18.0 referred to as a “sub-consultant”), or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant.

18.2 If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new sub-consultant by the County. Failure of a sub-consultant to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

19.0 Federal and State Taxes

19.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County’s Tax Exemption Number in securing such materials.

20.0 Public Entity Crimes

20.1 The Contractor declares and warrants that neither the Contractor nor any of the Contractor’s affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

21.0 County’s Responsibilities

21.1 The County shall be responsible for providing access to all County project sites, and providing information in the County’s possession that may reasonably be required by Consultant, including existing reports, studies, financial information, and other required data that are available in the files of the County.

22.0 Termination of Agreement

22.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Consultant.

22.2 This Agreement may be terminated by the County, in whole or in part, at any time, for the County’s convenience with or without cause immediately upon written notice to the Consultant.

22.3 Unless the Consultant is in breach of this Agreement, subject to the cure period provided in Section 42.1 below, by delivering written notice to the Consultant.

22.4 After receipt of written notice of termination of this Agreement, and except as otherwise directed by the County, the Consultant shall:

22.4.1 Stop work on the date and to the extent specified.

22.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

22.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

22.4.4 Continue and complete all parts of the work that have not been terminated.

22.5 The Consultant shall be paid for Services actually rendered to the County's satisfaction through the date of termination.

23.0 Uncontrollable Forces (Force Majeure)

23.1 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. 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.

24.0 Governing Law and Venue

24.1 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 the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

25.0 Non-Discrimination

25.1 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.

26.0 Waiver

26.1 A waiver by either the County or the 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

27.0 Severability

27.1 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.

27.2 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.

27.3 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.

27.4 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.

28.0 Entirety of Agreement

28.1 The County and the Consultant agree that this Agreement sets forth the entire understanding between the parties as to the subject matter contained herein, and that there are no promises or understandings between the parties other than those stated herein.

28.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and the Consultant pertaining to the Services, whether written or oral.

29.0 Modification

29.1 This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the County and the Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

30.0 Successors and Assigns

30.1 The County and the Consultant each binds itself and its partners, successors, assigns, executors, administrators and legal representatives to the other party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

30.2 The Consultant shall not assign this Agreement without the prior express written approval of the County by written executed Amendment by both parties, which approval may be withheld in the County's sole and absolute discretion.

30.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Agreement and such substitution shall be affirmed by the County by executed Amendment.

31.0 Contingent Fees

31.1 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 bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

32.0 Truth-In-Negotiation Certificate

32.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

32.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this Certificate within one (1) year following payment.

33.0 Ownership of Documents

33.1 The Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, drawings, or other information, except for the Instruments of Service, as defined in Section 47 herein, shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. The Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by the Consultant.

34.0 Access and Audits

34.1 The Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

34.2 Misrepresentations of billable time or Reimbursable Expenses as determined by the County Auditor to Polk County, a political subdivision of the State of Florida shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

34.3 Intentional misrepresentations of billable hours and Reimbursable Expenses will be criminally prosecuted to the fullest extent of the law.

34.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

35.0 Notice

35.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Polk County Procurement Division
P.O. Box 9005, Drawer AS05
Bartow, FL 33831-9005
Attn: Procurement Director

As to Consultant: Bradley Lunz
The Lunz Group, LLC
58 Lake Morton Drive
Lakeland, FL 33801

35.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Email is acceptable notice effective when received, however, Emails received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

35.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Consultant and the County.

36.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: The Lunz Group, LLC
58 Lake Morton Drive
Lakeland, FL 33801
Attn: Bradley Lunz

37.0 **Key Personnel**

37.1 The Consultant shall notify the County in the event of key personnel changes which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to any such changes. The Consultant, at the County's request, shall remove without consequence to the County any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. The County has the right to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name: Gregory Selvidge

Name: Emily Breheny

Name: Craig Fennig

Name: Trent Chamberlain

Name: Johnnie Lohrum

38.0. **Annual Appropriations**

38.1 The Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

39.0 **Liquidated Damages**

39.1 The parties hereto agree that in lieu of actual damages liquidated damages in the amount of One Hundred Dollars (\$100) per day will be assessed against the Consultant as the County's remedy and not as a penalty, for Consultant's failure to meet the final Design Services deliverable dates stated in the Project schedule described in Section 3.2, above, with such liquidated damages assessed only if the Consultant is not delayed by reasons beyond Consultant's reasonable control. The parties agree that such assessment of liquidated damages is reasonable and appropriate, as 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 Consultant's failure described above.

40.0 **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 consultant hereto, and any subconsultant thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the consultant or subconsultant. The consultant acknowledges and agrees that (i) the County and the consultant may not enter into this Agreement, and the consultant 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 consultant 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 subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The consultant 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 subconsultant 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 consultant, the consultant may not be awarded a public contract for a period of 1 year after the date of termination. The consultant 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.

41.0 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 AGREEMENT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

42.0 Default and Remedy

42.1 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.

43.0 Attorneys' Fees and Costs

43.1 Except as stated in Section 14.2.1, above, in connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

44.0 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 Consultants 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

45.0 Americans with Disabilities Act

45.1 The Consultant shall conform its Drawings and Specifications to the requirements of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), but

County shall be responsible for compliance with the remaining provisions of the Americans with Disabilities Act (“ADA”). County and Consultant further recognize that interpretations of ADA by governmental officials and/or courts of law may vary or change. Should such variance or change adopted after the date the 100% Design Development are completed, require the Consultant to make the required modifications, such modifications shall be considered as Contingent Additional Services.

46.0 **Additional Definitions**

46.1 **Contract Documents** means this Agreement, the County’s Construction Contract with the Contractor, the Plans, Specifications, General Conditions and related Construction Documents or any other documents incorporated by reference.

46.2 **Cost of the Work** shall be the total cost or, to the extent the Project is not completed, the estimated cost to the County of all elements of the Project designed or specified by the Consultant.

46.2.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the Consultant, including the costs of management or supervision of construction or installation provided by a separate construction manager or Consultant.

46.2.2 The Cost of the Work does not include the compensation of the Consultant and the Consultant’s sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the County.

46.3 **Final Completion** means that the following items have been completed or satisfied:

46.3.1 Construction of the Work is completed, in accordance with the Contract Documents and certified as such by the County and Consultant.

46.3.2 The Project is suitable for full use and occupancy as determined by the County and Consultant.

46.3.3 All Punch list items have been completed or otherwise disposed of or accounted for to the County’s satisfaction and approval.

46.3.4 A final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

46.3.5 All required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, warranties and maintenance books including the Final Completion form have been delivered to the County.

46.4 **Punch list** means a list of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance.

46.5 **Schedule of Values** means the schedule to be used as a basis for progress payments to be made to the Contractor by the County during performance of the work, based on the then current percentage of progress of construction of the Project, subject to the approval of the Consultant.

46.6 **Substantial Completion** means the Contractor has ascertained that the Work or portions thereof is ready for the Consultant and Consultant substantial completion inspection. It is understood that the Construction Manager will provide a list of incomplete items to the County and Consultant prior to this inspection. After the County's and Consultant's inspection, the Contractor will prepare a schedule for a completion of the list, indicating completion dates for the County's review. The County and Consultant will issue a Certificate of Substantial Completion when the work on the Contractor's pre-substantial punch-list has been accomplished, to the best of the Contractor's ability.

46.7 **Substantial Completion Date** means the date, certified by the Consultant, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the County can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use.

47.0 **Additional Terms and Conditions**

47.1 INSTRUMENTS OF SERVICE

47.1.1 Original drawings, specifications and other documents, including those in electronic form (but not including functionally required elements of a building, standard configuration of spaces, and other standard, functional design elements not subject to copyright protection) prepared by the Consultant and the Consultant's sub-consultants are Instruments of Service for use solely with respect to this Project. The Consultant and the Consultant's sub-consultants shall be deemed the authors of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

47.1.2 Upon execution of this Agreement, the Consultant grants to the County a nonexclusive license to reproduce the Consultant's Instrument of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the County shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The Consultant shall obtain similar nonexclusive licenses from the Consultant's sub-consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate the license. Upon such termination, the County shall refrain from making further reproductions of Instrument of Service. If and upon the date the Consultant is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the County to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

47.1.3 Except for the licenses granted in Section 47.1.2, no other license or right shall be deemed granted or implied under this Agreement. The County shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. However, the County shall be permitted to authorize the Contractor, Subcontractors, and sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service to and for use in their execution of the Work by license granted in Section 47.1.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and the Consultant's sub-consultants. The County agrees to pay the Consultant

a reasonable, mutually agreed upon amount for any reuse of the Instruments of Service beyond this Agreement. The County shall not be responsible to pay the Consultant for the use of the designs, Drawings or Specifications when used for reference purposes only.

47.1.4 If the Consultant is required to deliver any Services hereunder in the form of electronic encoded media, the printed representation of such media furnished by the Consultant shall be the official records of the Consultant's service provided upon completion of those Services and payment in full. The County shall have a right to rely on such printed representation in connection with any subsequent modification of such electronic media and agrees to hold the Consultant harmless from all cost and expense, including attorney's fees, from claims which arise out of modification or re-use of such electronic media or printed representation by or on behalf of the County without the Consultant's consent. Under no circumstances shall transfer of Drawings and other Instruments of Service on electronic media for use by the County, be deemed a sale by the Consultant, and the Consultant makes no warranties of merchantability or fitness for a particular purpose.

47.2 CHANGE IN SERVICES

47.2.1 Change in Services of the Consultant, including services required of the Consultant's sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, and if the Consultant's Services are affected as described in Section 47.2.2. Except for a change due to fault of the Consultant, Change in Services of the Consultant shall entitle the Consultant to an adjustment in compensation pursuant to Section 9.8, and to any Reimbursable Expenses described in Section 10.0.

47.2.2 If any of the following circumstances affect the Consultant's Services for the Project, the Consultant shall be entitled to an appropriate adjustment in the Consultant's schedule and compensation:

47.2.2.1 Change in the instructions or approvals given by the County that constitute material changes to the Project parameters set forth above and which necessitate revisions in Instruments of Service;

47.2.2.2 Enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to previously prepared Instruments of Service;

47.2.2.3 Significant change in the Project including, but not limited to, size, quality, complexity, the County's schedule or budget, or procurement method; or

47.2.2.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Consultant is party thereto.

47.3 ACCELERATED COMPLETION OF DESIGN PACKAGES. In order to minimize construction problems and change orders, the Consultant's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, County may choose to accelerate the completion of the Project so that it may be completed in a shorter time period than would normally be required. Should the County choose to make this selection, it shall not be considered Fast Track, or in any way relieve the Consultant of its responsibilities and obligations set forth herein.

48.0 **Scrutinized Companies and Business Operations Certification; Termination.**

A. Certification(s).

- (i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
- (ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:
- (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
- (iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.
- B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:
- (i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
 - (ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

49.0 **Unauthorized Alien(s)**

49.1 The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services. 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. The Form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the Consultant and submitted as part of this Agreement.

50.0 No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT 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 BUTTERFIELD
CLERK OF THE BOARD

POLK COUNTY,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Chairman, T.R. Wilson
Board of County Commissioners

Date Approved by Board: _____

Reviewed as to form and legal sufficiency:

Madison 6/6/25

County Attorney's Office Date

ATTEST:

The Lunz Group, LLC
a Florida Limited Liability Company

Suhgils
Corporate Secretary

Sarah Files
Print Name

Date: 6/9/25

By: [Signature]

Bradley Lunz
Print Name

CEO + President
Title

Date: 6/9/25

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 24-643 PROJECT NAME: Architectural and Engineering Services for the Sheriff's Office and Polk County Joint-Use Warehouse & Facilities Management Administration Building.

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (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").

THE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR 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 THE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: The Lunz Group
Signature: [Signature] Title: CEO Date: 6/9/2025
Title: President Date: 6/1/25

STATE OF: Florida

COUNTY OF: Polk

The foregoing instrument was signed and acknowledged before me this 9th day of

June, 2025 by Bradley Lunz who has produced
(Print or Type Name)

DL388-173-15-000-0 as identification.

(Type of Identification and Number)
[Signature]

Notary Public Signature,
Sarah Sikes Giles

Printed Name of Notary Public
S-19-29

Notary Commission Number/Expiration



EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 24-643, Sheriff's Office and Polk County Joint-Use Warehouse & Facilities Management Administration Building

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 9th day of June, 2025

ATTEST:

By: [Signature]
PRINTED NAME: Sarah Giles
Its: Corp. Secretary

CONTRACTOR:

By: [Signature]
PRINTED NAME: Berney Lunk
Its: President

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

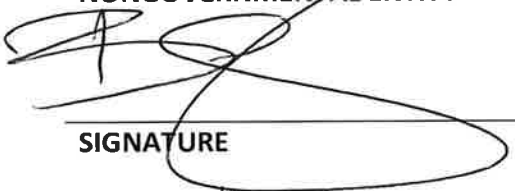
The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Bradley LUNZ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

The LUNZ Group
NONGOVERNMENTAL ENTITY


SIGNATURE

Bradley LUNZ
PRINT NAME

CEO
TITLE

10/9/2025
DATE

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing architectural and engineering services for the Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building. Architectural and Engineering design services as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 24-643

Description: Architectural and Engineering Services for the Sheriff's Office – Polk County Joint-Use Warehouse & Facilities Management Administration Building.

Receiving Period: Prior to 2:00 p.m., Wednesday, November 20, 2024

Bid Opening: Wednesday, November 20, 2024, at 2:00 p.m. or as soon as possible thereafter.

Special Instructions: A **MANDATORY** pre-proposal meeting will be held Wednesday, October 30, 2024, 9:00 a.m. at the Facilities Management Division conference room, located at 2160 Marshall Edwards Drive, Bartow, FL, 33830. An authorized representative or agent of the Proposer must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive. A **MANDATORY** site visit will immediately follow. An authorized representative or agent of the Proposer must be present at the meeting and site visit as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by, November 6, 2024, 4:00 p.m.

RFP REGISTRATION

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

RFP Number: **24-643**

RFP Title: **Architectural and Engineering Services for the Sheriff's Office – Polk County Joint-Use Warehouse & Facilities Management Administration Building.**

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

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

RFP Label

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed RFP”. Be sure to include the name of the company submitting the proposal where requested.

Sealed Bid. DO NOT OPEN	
Sealed RFP Number	24-643
RFP Title	Architectural and Engineering Services for the Sheriff's Office – Polk County Joint-Use Warehouse & Facilities Management Administration Building
Due Date/Time:	November 20, 2024, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

**POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director**

REQUEST FOR PROPOSAL 24-643

Professional Architectural and Engineering Services for the Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building

Sealed proposals will be received in the Procurement Division, Wednesday, November 20, 2024, **prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by November 6, 2024, 4:00 p.m.

Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757**

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks an Architectural firm to provide architectural and engineering services for the “Sheriff’s Office – Polk County Joint-use Warehouse & Facilities Management Administration Building”, “the Project”.

Polk County’s Selection Process for consultants’ services is in accordance with Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiations Act (“CCNA”). The Professional Services Selection Committee will review the qualifications of all submitting firms.

It is the intent of the County to select and negotiate a Consulting Agreement with one (1) firm.

The County will negotiate a fee schedule and or overall lump sum price as part of “Selection Process”, Elevation Level 4, Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the “Consultants’ Competitive Negotiation Act” (CCNA). Polk County’s Procurement Procedure’s Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

In accordance with Section 287.055 (10), Florida Statutes, or any applicable amending or replacement statute, this provision of the RFP shall serve as the County’s public notice that any plans, drawings or designs developed by the successful Proposer(s) on behalf of the County pursuant to this RFP or any agreement, authorization, purchase order or other contract resulting therefrom, are subject to be reused by the County at some future time in accordance with the aforementioned statute.

All services must be performed in accordance with applicable Federal, State and Local regulations.

BACKGROUND, PURPOSE, AND SCOPE

Background & Purpose:

The intent of the Sheriff’s office – Polk County joint-use warehouse & Facilities Management administration building project is to design and build a 100,000 square foot warehouse with 15,000 square feet of office space located within the warehouse.

- 80,000 square feet will be for the Sheriff’s property & evidence storage and supply operations which includes 5,000 square feet of office space.
- 10,000 square feet will be for Polk County’s emergency supply storage.
- 10,000 square feet will be for Facilities Management Administrative offices.
- The estimated cost of construction is \$18,000,000.00.

SCOPE OF SERVICES

The project shall consist of the following:

- The work will include the design of a complete project including but not limited to all architectural, civil, structural, mechanical, plumbing and other drawings and specifications needed to construct the project. The prime architectural consultant will develop a cost estimate for construction, bid the project and provide construction administration for the project.
- The desired structural system is tilt-wall concrete construction.

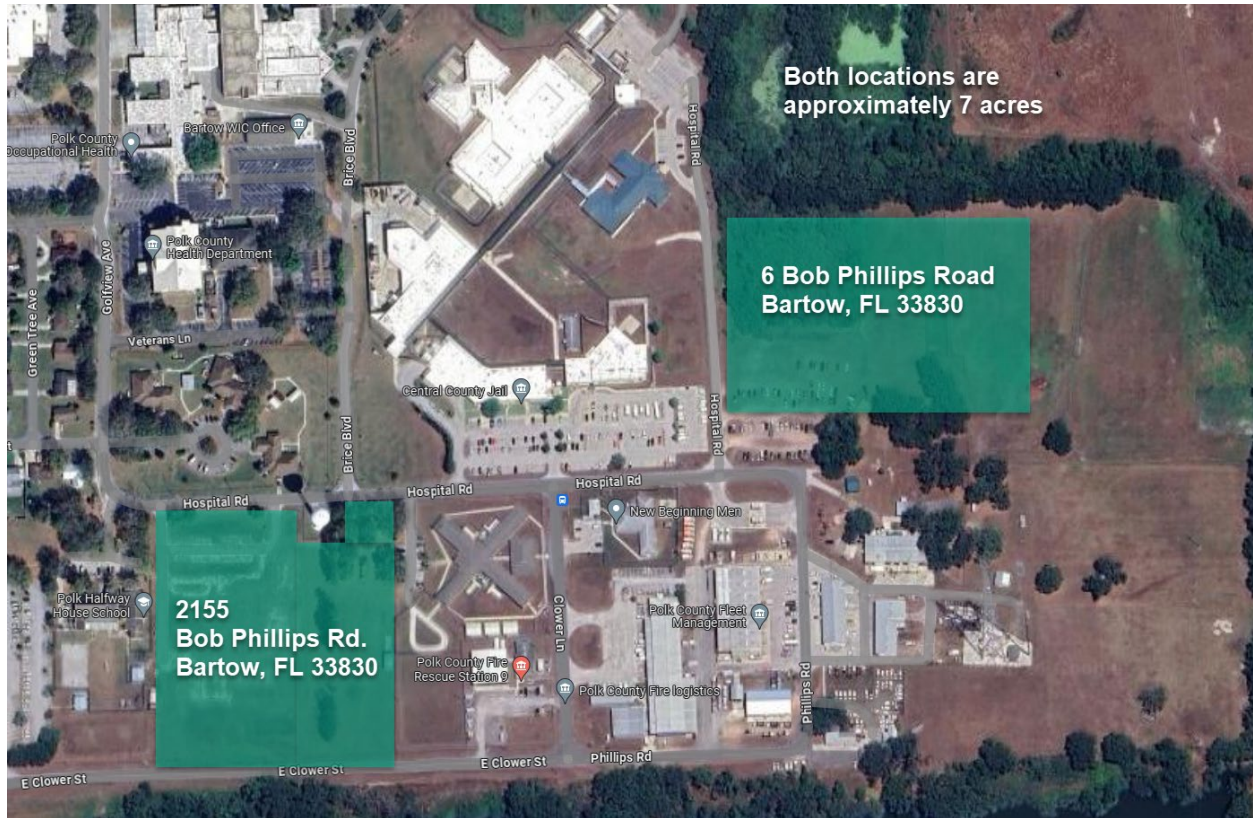
The County will negotiate a fee schedule and a lump sum cost with the selected Architectural firm after the RFP selection committee recommendation has been approved by the Board of County Commissioners.

The architectural and engineering services are to include, but not limited to, the following work categories necessary to permit and construct the new Buildings:

- a. Attend and participate in all design progress/review meetings.
- b. Participate in all modeling reviews and reporting.
- c. Provide all programming, schematic design (SD), design development (DD), and construction document (CD) level design documents.
- d. Detailed Cost Estimates.
- e. Provide constructability design reviews and reporting.
- f. Participate in all value engineering design reviews and reporting.
- g. Participate in master project scheduling and reporting services.
- h. Attend all pre-bid meetings.
- i. Provide bidding assistance review services.
- j. Attend all bid related meetings.
- k. Participate and provide all site and buildings permitting signed and sealed document services.
- l. Provide all design and sub consulting services.
- m. Participate in all pre-construction and construction progress coordination meetings.
- n. Coordinate and participate in all closeout documentation requirements and meetings.
- o. Provide complete design documents and specifications.

All work must be performed in accordance with applicable Federal, State and Local regulations.

The site will be located on County owned property at one of the two locations shown below. Both locations will be evaluated to determine which site best meets the needs of the Sheriff's Office and Polk County.



AGREEMENT

The term of this agreement will begin upon the effective date of this agreement through acceptance and approval of the County of all deliverables to be outlined in the construction bid agreement

The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three-ring binder (original and each copy in separate binders). For the purposes of this RFP, one page equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 – Executive Summary

(Items a-c: Maximum of two (2) pages)

- a) Name, company name, address, telephone number, and email address.
- b) State the number of years in business, as the same company/firm.
- c) State the number of full-time employees.
- d) Provide documentation showing proper incorporation by the Secretary of State.
- e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Tab 2 –Approach to Project (35 Points)

(Maximum of four (4) pages)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project.
- Please describe the specific abilities of the firm/team in regards to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Briefly describe firm's quality assurance/quality control program.
- Please include a project schedule.

Tab 3 – Experience, Expertise, Personnel & Technical Resources (35 Points)

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years for which your firm performed architectural services for the design of similar size and scope. (Limit response to one (1) page per project)
- For each project please provide:
 - a. Name and location of the project;
 - b. Size and cost of the project;

- c. Project representative name, address, phone number, and email address;
 - d. Date project was completed or is anticipated to be completed; compare to the original date.
 - e. The nature of the firm's responsibility on the project;
 - f. Identify the key staff and their role in each project;
 - g. Identify working relationship of consultants or joint venture on project, if applicable;
 - h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
 - i. List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
 - The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name and current position held by the person
 - b) Name, title and project assignment
 - c) Experience:
 - 1) Types of projects.
 - 2) Size of projects (dollar value of project).
 - 3) What were their specific project involvements?
 - Demonstrate each key staff's availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff member)
 - Identify sub consultants to be used, if any. For each sub consultant identified please provide
 - Their locations that can be utilized to expedite a deliverable if required.
 - A brief description of their experience outlining their qualifications to perform the intended services
 - A brief resume for each key personnel that will be assigned to perform the intended services.

Tab 4 Is the Firm a "Polk County Entity"? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk

County Entity to assist in performing the scope of work then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.

- Provide documentation of the Proposers' headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Provide documentation of the sub-consultant's headquarters and local offices, if any, and the amount of time the sub-consultant has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
 - The term "Polk County Entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 5 Is the Firm a "Certified Woman or Minority Business Enterprise" (5 Points)

- Polk County Board of County Commissioners has a long-standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company's certification status. Please explain how the

submitting firm will encourage minority participation in the project. (Limit response to one page)

- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business, then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County's certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
- If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
 - Valid W/MBE Certification from one of the following:
 - Florida Minority Supplier Development Council
 - Women Business Enterprise National Council
 - The State of Florida Office of Supplier Diversity
 - Florida Department of Transportation
 - U. S. Small Business Administration
 - Federal Aviation Authority
 - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for

committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6 – Interaction with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, consultation, governing regulations; and other related activities. Describe the firm's ability to work with the County's Facilities Management Division, Procurement Division, Building Division, Codes Division, and County Attorney's Office staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge and experience securing permits from all local, State and federal agencies that may have jurisdiction related to this project. (Limit response to one (1) page).

Tab 7 – Timely Completion of Projects (5 Points)

- Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. (Limit response to two (2) pages maximum)

Tab 8 – Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for all projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all three surveys and score as follows
 - Average Score between 9-10 10 Points
 - Average Score between 7-8 8 Points
 - Average Score between 5-6 6 Points
 - Average Score between 3-4 4 Points
 - Average Score between 1-2 2 Points
 - Average Score of 0 0 Points

SUBMITTAL OF PROPOSALS

Interested parties are invited to submit one original marked **ORIGINAL** and five (5) copies marked **COPY**, and one (1) complete submittal on **Flash Drive** of their proposal in a sealed container to the Procurement Division. The parcel should be labeled “**RFP #24-643, Professional Architectural and Engineering Services for the Sheriff’s Office – Polk County Joint-Use Warehouse & Facilities Management Administration Building**” and marked with the respondent’s name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830**

The submittal shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, November 20, 2024.**

The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the respondent.

The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement’s website as soon as possible after bid opening.

Selection Process

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the “Selection Committee”) that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County’s discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).
- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:

○ Local (Tab 4)	5 points
○ W/MBE Certification (Tab 5)	5 Points
○ Surveys of Past Performance (Tab 8)	<u>10 points</u>
Subtotal Points	20 points

by the process stated under each corresponding Tab description as set forth on Pages 8 -12.

- 1) Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- | | |
|--|-----------------|
| • Approach to Project (Tab 2) | 35 Points |
| • Experience, Expertise, (Tab 3) | 35 Points |
| Personnel, and Technical Resources | |
| • Interaction w/ County & Regulatory (Tab 6) | 5 points |
| Agencies | |
| • Timely Completion of Projects (Tab 7) | <u>5 points</u> |
| Subtotal Points | 80 points |

by the following process:

- 1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:
 - EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

- VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

- **GOOD (0.6):** Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

- **FAIR (0.4):** Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

- **POOR (0.2):** Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- **UNACCEPTABLE (0.0):**

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member

classifies the “Experience and Expertise” criterion (which shall be worth 25 points for the purpose of this example) as “Very Good” (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member’s total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their proposal evaluations, the individual Selection Committee member’s total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee will elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee shall elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

The Selection Committee may be required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer’s Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements

- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, Procurement and the County Attorney's Office, with the assistance of the elevated Proposer shall negotiate an Agreement in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. 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 firm'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 firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability 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
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 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 and Products/Completed 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 coverages;

Independent Contractors; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent 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 or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

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 or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal 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. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

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

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of

Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A copy of the Master Consulting Agreement to be entered into with the successful proposer(s) is included with this RFP as Attachment A.

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

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/business/procurement/protest-procedures/>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S) The Consultant 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 consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by the Contractor to perform employment duties during the term of this contract; and

(ii) All persons (including sub-vendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this contract.

C. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not

limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

PUBLIC RECORD LAWS

(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

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included then Procurement will only use those identified under Tab 3.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (A&E Services for Hillsborough County Fire Station), Etc.
COST OF SERVICES	Cost of services (\$3,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2020)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 8
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Contractor)

Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Affidavit Certification Immigration Laws

RFP 24-643, Architectural and Engineering Services for the Sheriff's Office – Polk County Joint-Use Warehouse & Facilities Management Administration Building

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202_, 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)

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

NONGOVERNMENTAL AGENCY

SIGNATURE

PRINT NAME

TITLE

DATE

October 31, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #1

RFP 24-643, Architectural & Engineering Services for Sheriff’s Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions/answers and clarification.

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____
Printed Name: _____
Title: _____
Company: _____

RFP 24-273, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

Addendum #1

Question 1: Electronic Submittal process is not in Proposal Package? Could instructions be provided?

Answer 1: Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email tabathashirah@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 24-643 Tab 1"

"RFP 24-643 Tab 2"

"RFP 24-643 Tab 3"

"RFP 24-643 Tab 4"

"RFP 24-643 Tab 5"

"RFP 24-643 Tab 6"

"RFP 24-643 Tab 7"

"RFP 24-643 Tab 8"

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

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

Question 2: Are there any surveys of Site #1 available?

Answer 2: Unable to locate any surveys at this time.

RFP 24-273, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

Addendum #1

Clarification 1:

The site will be located on County owned property at one of the two locations shown on page 7 of the Proposal Package. Both locations will be evaluated to determine which site best meets the needs of the Sheriff's Office and Polk County. Site #1 is the preferred site for this project.

Site #1 - 2155 Bob Phillips Road, Bartow, FL 33830

Site #2 – 6 Bob Phillips Road, Bartow, FL 33830

November 6, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 2

RFP 24-643, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions/answers.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP 24-273, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

Addendum #2

Question 1: 1) Are full-page resumes for subcontractors acceptable (Tab 3, bullet point 6)?
2) Is there a page limit for that particular bullet?
3) What is the total page count max for Tab 3?

Answer 1: 1) Yes, provide information requested under bullet point #6 for each subconsultants resume. 2) One (1) page maximum per resume. 3) There is no maximum.

Proposal Package, page 9 – bullet point #6:

- Identify sub consultants to be used, if any. For each sub consultant identified please provide
 - Their locations that can be utilized to expedite a deliverable if required.
 - A brief description of their experience outlining their qualifications to perform the intended services
 - A brief resume for each key personnel that will be assigned to perform the intended services.

Question 2: It is the intent of the County to use a hard bid process or construction manager at risk delivery?

Answer 2: Unknown, to be determined.

November 12, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 24-643, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions/answers.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP 24-643, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

Addendum #3

Question 1: Please confirm our conversation at the Mandatory pre-proposal meeting that the proposer has the option of either submitting the proposal as the 1 original and 5 copies in hard copy form or delivering the proposal in digital/electronic form via Kiteworks?

Answer 1: Yes, that is correct. Please see Addendum #1, Question and Answer 1 for more detailed instructions on how to submit electronically.

Question 2: On the Survey Questionnaire, there is a line "Total Annual Budget of Entity". 1) Is this something that the person filling in the survey completes? 2) If they choose not to share that information, will our score be penalized for it?

Answer 2: 1) The survey questionnaires are completed by your references. 2) No, the proposer will not be penalized. Procurement will contact the reference to verify the information was intentionally left blank.

Question 3: In the past, when our clients complete the performance survey associated with an incomplete project, they may not score some of the survey items, such as "5 – Close out process". We have found that if left blank or incomplete, it could be (and has been) interpreted by the county as a score of zero, and could be detrimental to our score even though it does not reflect that the client was unsatisfied as noted.

Can you please confirm that the County will not factor a 0 score into the averaging value as it relates to the points awarded under Tab 8, or further clarify how to approach this situation?

Answer 3: The County will not factor a 0 score for questions left blank or containing N/A, if reference verifies the work has not been completed or the question is not applicable. Procurement will contact the reference to verify the information was intentionally left blank.

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: The Lunz Group

DBA/Fictitious Name (if applicable): _____

TIN #: 87-4155040

Address: 58 Lake Morton Drive

City: Lakeland

State: FL

Zip Code: 33801

County: Polk

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Bradley Lunz

Phone Number: 863-682-1882

Cell Phone Number: 863-682-1882

Email Address: marketing@lunz.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☒ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Florida

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

PREPARED FOR POLK COUNTY SHERIFF'S OFFICE + POLK COUNTY FACILITIES MANAGEMENT

ARCHITECTURAL & ENGINEERING SERVICES FOR THE SHERIFF'S OFFICE - POLK
COUNTY JOINT-USE WAREHOUSE & FACILITIES MANAGEMENT
ADMINISTRATION BUILDING

RFQ 24-643

PREPARED BY

THE
LUNZ
GROUP

Architecture | Interior Design

COVER LETTER

November 19, 2024
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830

RE: RFP 24-643 Architectural & Engineering Services for the Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

Dear Selection Committee,

The Lunz Group is excited to collaborate with Polk County to provide Architectural and Engineering Services for RFP 24-643 Architectural & Engineering Services for the Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building. In understanding how we can best serve Polk County, we have assembled a team that has the knowledge and expertise.

WHO WE ARE | The Lunz Group is a full-service architectural firm. We have a vested interest in building a better community starting with the built environment. We are passionate about seeing our community flourish, and we hope to provide you with design solutions that best fit your needs. We continue to grow and innovate by creating a distinct, client-centered experience, focused on delivering the best of our institution's talents, solutions and processes. Our firm is comprised of more than 24 experienced personnel, including licensed architects, project managers, designers, and an administrative team. Polk County has been our home base for more than 37 years, and we look forward to continuing to serve our community.

OUR PHILOSOPHY | At The Lunz Group, we approach every project the same way: by listening. We listen to your vision, goals, and challenges. We ask the pivotal questions to ensure your investment meets you at a higher value. We recognize values beyond the mere built environment, emphasizing the importance of your vision. Prior to the design process, we work closely with you to identify and address any anticipated or existing obstacles. The Lunz Group is comprised of design thinkers; we integrate our passion and technical expertise in everything we do. Our team focuses on innovative problem-solving by leveraging technology and providing a human-centered design approach. We provide full-service design, documentation, and quality control services driven by our unwavering commitment to our work and our clients. Our success is defined by exceeding our client's expectations, delivering designs that create solutions and buildings that last beyond our lifetime.

OUR COMMITMENT TO POLK COUNTY | Through our method of approach and best practices, The Lunz Group is positively committed to perform the services on a consistent and timely basis. Communication and Collaboration are part of our core values; without these elements, no project can be successful. We believe our team is not solely us - it also includes Polk County staff, key stakeholders, and our community. Communication and collaboration in the early phases of projects is critical when needing to stay on budget and on schedule. We have intentionally crafted a team of experts that are familiar with Polk County and have similar project experience, including: **Subject Matter Expert, Johnnie Lohrum, TLC Engineering, Kimley-Horn & Associates, and MES Group Inc.**

We do not foresee any potential conflicts of interest for these projects. We acknowledge Addenda 1, 2, and 3. Thank you for considering The Lunz Group, and we are committed to perform the specified work and look forward to the opportunity to be a part of your team once again.

Sincerely,



Bradley T. Lunz, AIA, NCARB
President & CEO, The Lunz Group

Phone 863.682.1882 | Email marketing@lunz.com | 58 Lake Morton Dr, Lakeland, FL 33801 | lunz.com | LIC: AR94778

VISION


Cultivating our communities.

MISSION

Building relationships through design.

TABLE OF CONTENTS

05	TAB 1	EXECUTIVE SUMMARY
09	TAB 2	APPROACH TO PROJECT
14	TAB 3	EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES
35	TAB 4	IS THE FIRM A "POLK COUNTY ENTITY"?
37	TAB 5	IS THE FIRM A "CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE"?
39	TAB 6	INTERACTION WITH COUNTY AND REGULATORY AGENCY STAFF
41	TAB 7	TIMELY COMPLETION OF PROJECTS
43	TAB 8	SURVEYS OF PAST PERFORMANCE
44	TAB 9	ADDENDA ACKNOWLEDGEMENTS



TAB 1

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

WE ARE THE LUNZ GROUP.

The Lunz Group is a client-oriented, Florida based, award-winning architectural firm. At The Lunz Group, we approach every design as a collaborative experience where we listen to your vision and project goals. Our team of architects, designers and planners are in sync with the evolving demands of a modern civic work environment where municipalities want to develop state-of-the-art facilities while still meeting budgetary requirements.

Our municipal team has experience dealing with a multitude of public and civic projects, from fire and police stations, to administrative facilities, parks and recreation and more. Our designers are experienced with nearly every project type including interior/exterior renovations, code compliance, new construction, building assessments, studies, visualizations, and rehabilitation needs that enhance the quality of life for the community. The Lunz Group has partnered with Polk County and Polk County Sheriff's Office on various projects throughout the last three decades, including projects such as fire station, administrative department facilities, training centers, and more.

160⁺

PROJECTS
COMPLETED IN
POLK COUNTY

37

YEARS IN
BUSINESS

90%

OF OUR SERVICES
PROVIDED TO
REPEAT CLIENTS



OUR PROFESSIONAL SERVICES

- ARCHITECTURAL DESIGN
- SCHEMATIC DESIGN
- BID & CONTRACT DOCUMENTS
- MASTER PLANNING
- SPACE PLANNING
- ANIMATION
- SITE ANALYSIS
- INSPECTIONS & PERMITTING
- PROGRAMMING
- PROGRAM MANAGEMENT
- CONSTRUCTION ADMINISTRATION
- VALUE ENGINEERING
- HISTORIC PRESERVATION
- GRAPHICS
- BUILDING COMMISSIONING
- INTERIOR DESIGN
- VISUALIZATION

EXECUTIVE SUMMARY

FIRM OVERVIEW

THE LUNZ GROUP.

PRIMARY CONTACT

Bradley T. Lunz, AIA, NCARB
President & CEO, The Lunz Group
58 Lake Morton Drive
Lakeland, FL 33801
marketing@lunz.com
863-682-1882
www.lunz.com

OFFICE LOCATIONS

Headquarters/Proposing Office - Lakeland, FL
58 Lake Morton Drive, Lakeland, FL 33801

Branch Office - Celebration, FL
615 Celebration Avenue, Kissimmee, FL 34747

PERSONNEL RESOURCES

23 total employees, of which includes:

- Five (5) Licensed Architects
- Nine (9) Designers
- Two (2) Project Managers
- Five (5) Administrative Staff
- One (1) Green Globes Professional
- One (1) Registered Residential Contractor

FIRM INFORMATION

The Lunz Group LLC

Parent Company | S Corp.
Little Blue Heron Holdings, Inc.

Incorporated in Florida, 1987 | 37 Years in Business

State of Florida Department of State

I certify from the records of this office that THE LUNZ GROUP, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 12, 2022, effective November 5, 1987.

The document number of this limited liability company is L22000015399.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024 and that its status is active.



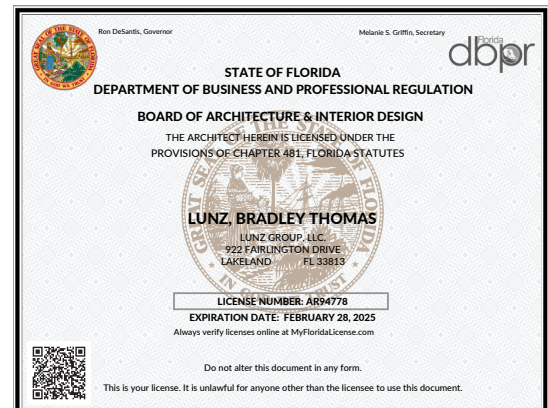
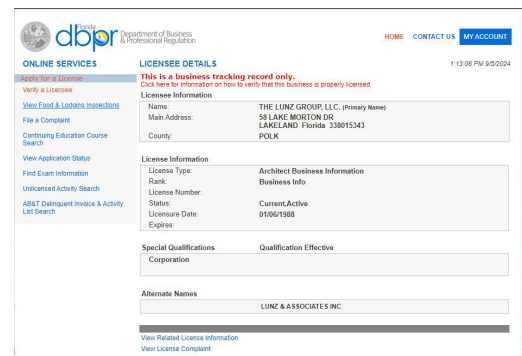
Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of October,
2024


Secretary of State

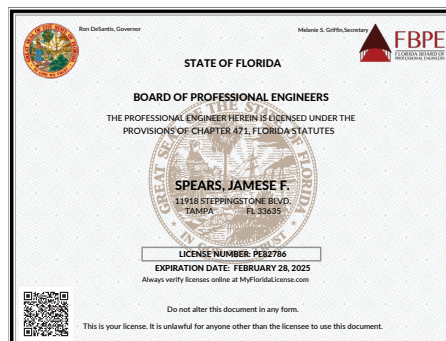
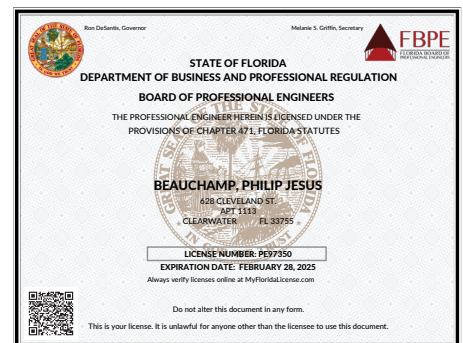
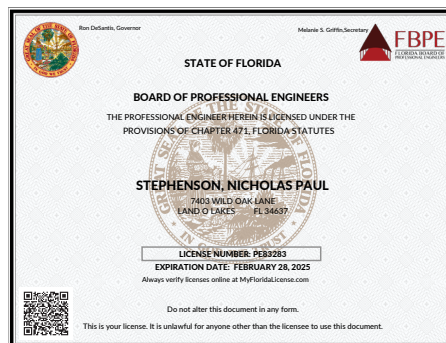
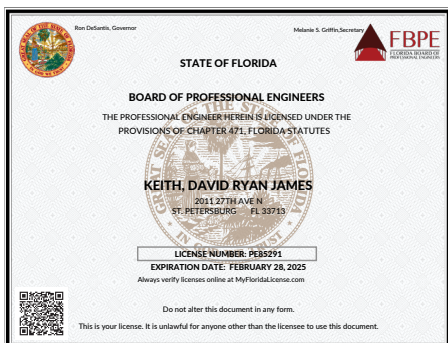
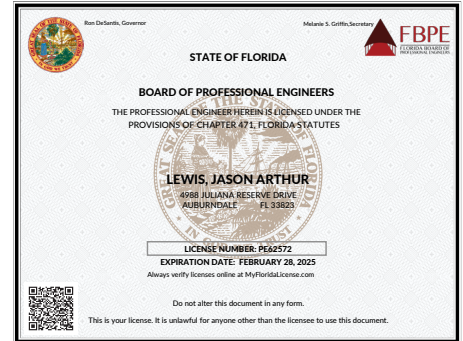
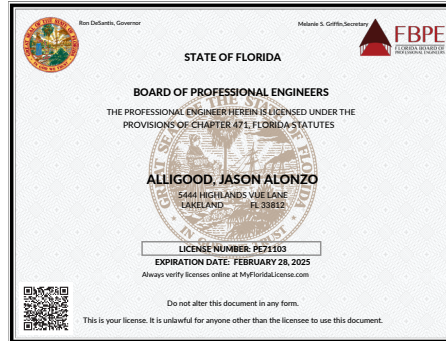
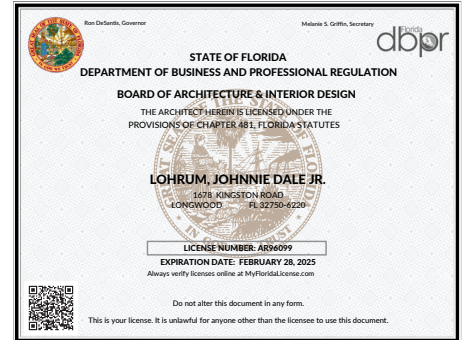
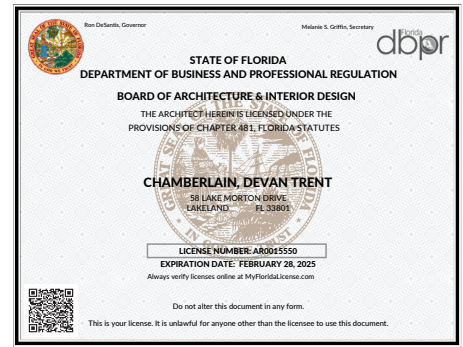
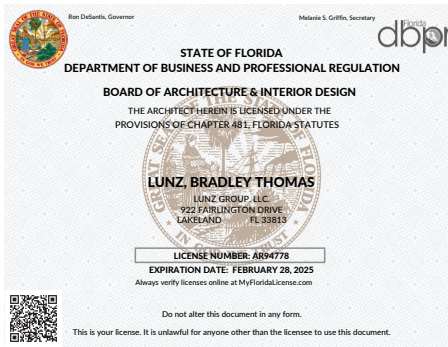
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To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



EXECUTIVE SUMMARY





TAB 2

APPROACH TO PROJECT

APPROACH TO PROJECT

PROJECT UNDERSTANDING | It is our understanding that Polk County is seeking professional architectural and engineering services To design and build a joint-use warehouse and facilities management administration building that will serve Polk County facilities management as well as the Polk County Sheriff's Office. We understand the intent of the project is to design and build a 100,000 square foot warehouse with 15,000 square feet of office space located within the warehouse. 80,000 square feet will be for the Sheriff's property and evidence storage and supply operations, which includes 5,000 square feet of office space. 10,000 square feet will be for Polk County's emergency supply storage, and finally, another 10,000 square feet will be for facilities management and administrative offices. The construction cost is estimated at \$18M, with the structure system desired being tilt-wall concrete construction. We understand the County owns two sites in Bartow that can be utilized for this project, with preference towards the first site that includes utilities and convenient access points.

OUR APPROACH | The Lunz Group and it's consultants are very familiar with Polk County's processes, project approach, and best practices. Our longstanding relationship with the Polk County team and range of projects positions us to be the top choice for this new facility. We intentionally selected our team of qualified, experienced subconsultants to form a strong project team. Our approach begins with conducting thorough due diligence in the pre-design phase, which entails an in-depth code and site investigation to ensure a solid foundation for the project. Collaboration is one of our core values and a key component of our process. We will engage with all stakeholders during the programming phase to ensure we understand and incorporate their needs for this project. Our BIM management system enables clear and effective communication between our consultants and the Polk County team, ensuring that the documentation remains clear and accurate from Schematic Design (SD) through Construction Documents (CD). Finally, throughout the Construction Administration phase, our experienced team and Project Manager will provide ongoing administration, from pre-bid through to close-out, ensuring that the project is built efficiently and to the highest standards for Polk County.



SPECIFIC ABILITIES | Our firm strives to deliver projects on time and on budget to meet the needs of our clients. We understand that timelines for many of our clients are critical and have experience working within time constraints. Senior Project Manager, Gregory Selvidge, will provide team oversight to ensure deadlines are being met through regular check-ins and accountability. We also work with our clients and consultants to set realistic, attainable timelines at the start of each project, to ensure schedule expectations are clear with all parties involved.

The Lunz Group generates a fully detailed fee proposal that identifies the project scope, fee structure, duration, and deliverables

per phase. The fee proposal also identifies all project related consultants, their roles, and responsibilities. We identify what we've heard, list of included and excluded scope items, and more, as a means for the client to fully understand what we believe is captured in the project.

The Project Manager conducts a weekly walk-through of tasks to be completed for the following week to ensure tasks are being managed and completed on schedule. The project schedule identifies all critical milestone packages, internal QA/QC checkpoints, and Owner review periods to ensure schedule compliance. Throughout the life cycle of the project, we will utilize our internal QA/QC process to limit errors and omissions. This process alerts the team to tasks that are pending or falling behind schedule so that steps can be planned to bring those tasks back to schedule compliance. All project related design and Owner-Architect-Contractor meetings are led by The Lunz Group team. We'll author and distribute any necessary meeting minutes and action items to the entire team. Additionally, our team also utilizes a project-based ERP software that builds a Work Breakdown Structure to identify internal staffing resources required to deliver the project efficiently, on time and on budget.

APPROACH TO PROJECT

TECHNOLOGIES | Our firm has been around for almost 37 years, and within those three decades, we have constantly adapted to changes in technology and best practices. As part of The Lunz Group's process, we set time aside to sit with our clients and review our formal proposal face-to-face, to ensure all parties are on the same page, and that all goals and project vision align with client needs.

Most recently, our firm has been updating our BIM standards to better serve our clients and work with our team of engineers more efficiently. We leverage all aspects of 3D modeling, instead of relying solely on 2D AutoCAD Drafting. Part of updating our BIM Standards includes a BIM Execution Plan we share with our subconsultants prior to onboarding them to the project. This ensures that all parties on the design team are utilizing the same technologies and design standards; this benefits our clients in regard to scheduling and seamless review. With our BIM Standards, we have incorporated clash detection among Architectural, MEP, and Structural drawings in our process. In addition, by utilizing 3D tools and Autodesk Construction Cloud (ACC), our team provides clients with the opportunity to be involved at their own pace. This bridges the gap between Owner and Architect for visual check-ins.

Our in-house visualization team provides larger than life renderings to bring the project from concept to reality. Our visualization team is able to quickly turn around design-focused renderings to ensure we are meeting the aesthetic goals and objectives for the project. Our collective of interdisciplinary artists hold decades of professional experience spanning animation, concepting, visualization and more. Animating previsualized worlds is what we do best, and by doing so, help sell concepts, convey intent, and help create buy-in from key stakeholders and community members.

Additionally, our team utilizes a Matterport Pro3 3D Camera, which allows our team to evaluate existing conditions of buildings. This device produces 3D scans that can be imported directly into Revit and modeled alongside, creating efficiencies for our team and clients. This resource has aided our clients with scheduling and budgeting. Utilizing this technology prior to programming helps our team understand what may be required and discussed prior to any finalized designs or floor plans.

EVIDENCE PROCESSING | Building Systems are a key part of the Chain of Custody when evidence is processed and stored. Preservation of evidence is achieved with redundant electrical power from emergency generators to provide proper dehumidification of storage areas and proper refrigeration and monitoring of biologically sensitive evidence. Proper HVAC design also includes proper exhausting of biologic and toxic fumes from both Evidence Storage and the Forensics Laboratory. Survivability of the Polk County Facility is critical to allow all other building systems to function and preserve the Chain of Custody. If the envelope of the secured building is compromised all other systems dedicated to properly store evidence could be damaged and/or lost. In the event of a natural or man-made disaster the essential function of law enforcement includes the evidence processing and storage.

Evidence storage shall be placed adjacent and connected only to Evidence Processing spaces to allow for evidence processing staff to process all evidence securely. Different evidence shall be separated into different rooms with access control to each based on the type of evidence. The following evidence categories include: Cash/Valuables, Narcotics, Weapons, and Bulk Evidence Storage.

BUILDING SECURITY | Typically all public safety buildings including Evidence Processing and Storage buildings should have limited points of access, generally a singular public entry and a separate point of staff access into the facility. Entry to the Evidence Processing and Storage building must be controlled with a variety of systems including, CCTV monitoring, electronic locking devices at doors and voice communication (push-to-call) capability. These systems are generally "discrete" in that they are non-obtrusive while providing the necessary security functions. Similarly, all items brought into the building by a visitor can be screened and state of the art technology to accomplish these tasks is readily available. Deliveries of products, supplies and mail pose unique threats to a facility, as recent events have shown. Some entities have elected to locate separate facilities to accommodate these functions in order to protect against total building failure from contaminants such as Anthrax or introduced air borne pathogens. CPTED (Crime Prevention Thru Environmental Design) principles will be utilized throughout the design of the new Evidence Facility.

APPROACH TO PROJECT

QUALITY CONTROL & QUALITY ASSURANCE

The Lunz Group relies on our Quality Control & Quality Assurance (QC/QA) plan to assure work plan compliance. Our project quality assurance plan ensures that regular project review meetings occur to update information and verify schedule and budget targets.

Our quality control structure consists of: Principal in Charge, Project Manager & QA/QC Principal



The Lunz Group has found that by instilling our three-tier QA/QC process in every project, our team is able to produce accurate and detailed drawings for permit, meaning less back-and-forth with department for approvals and a quicker turn around for construction kick-off. It also allows for us to remain on schedule, even during accelerated schedule projects.

All plans are reviewed at each milestone (30%, 60%, 90% and 100%) by QA/QC principals who are not involved in the project. At the 30% submittal, we confirm our consultant's understanding of scope and budget. As the project progresses, we seek insight from the Polk County team as they determine the adequacy of the work, design, costs and adherence to project criteria.

Regular meetings are held with our consultants to discuss the status of the project. Timeline schedule charts and budget analysis are discussed; near-term deliverables are defined. This process alerts the team to tasks that are pending or falling behind schedule so that steps can be planned to bring those tasks back to schedule compliance. During all phases of the project, our team tracks budget adherence and assures quality, to ensure Polk County is receiving exceptional services.

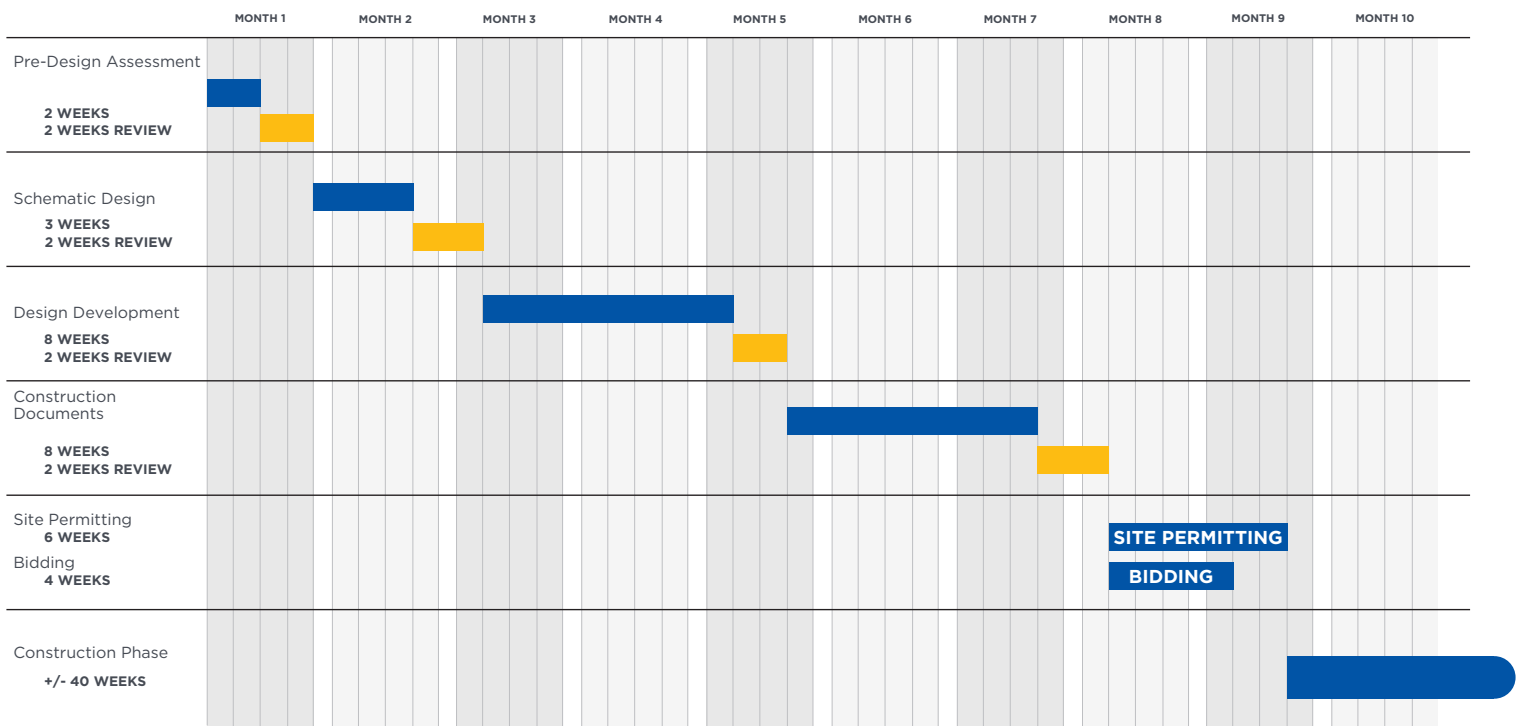
APPROACH TO PROJECT

ANTICIPATED DESIGN SCHEDULE

Each project is unique in its' needs, budget, and timeliness. The Lunz Group is dedicated to getting each project completed in a time that is practical and fits your needs, without sacrificing quality. We will work with our design team and the Polk County team to deliver a comprehensive schedule for the Joint-Use Warehouse & Facilities Management Administration Building.

Our firm strives to deliver projects on-time and on-budget to meet the needs of our clients. We understand that timelines for many of our clients are critical and have experience working within time constraints. **Senior Project Manager, Gregory Selvidge**, will provide team oversight to ensure deadlines are being met through regular check-ins and accountability. We also work with our clients and consultants to set realistic, attainable timelines at the start of each project, to ensure schedule expectations are clear with all parties involved.

At this time, we anticipate the following tentative schedule:



Estimated Project Duration:

+/- 73 WEEKS | +/- 17 MONTHS

*Schedules above are estimated and based on current projects; this is subject to change. Phases can occur simultaneously to accelerate schedules or further collaboration with multiple departments as needed.



TAB 3

EXPERIENCE, EXPERTISE, PERSONNEL
& TECHNICAL RESOURCES

EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

POLK COUNTY SHERIFF'S RIDGE DISTRICT STATION AT POINCIANA

POINCIANA, FL



SIZE: 21,000 SF | **COMPLETED:** IN PROGRESS | **COST:** EST. \$9M

PROJECT REPRESENTATIVE: Andria McDonald, Executive Director | 1891 Jim Keene Blvd., Winter Haven, FL 33880 | 863.298.6604 | amcdonald@polksheriff.org

PROJECT DESCRIPTION

The Lunz Group is currently designing the Sheriff's East District Command Center. Services are to include, but are not limited to; all required permitting, design and construction for a new building, site development, storm water systems, utility service engineering, accompanying access entrance drives, surface parking areas, site lighting, general fencing, and landscaping.

The Sheriff's East District Command Center will be constructed on County owned property located in the East area of Polk County. The primary intent of the project is to design, permit and construct an approximate +/- 21,000 square foot single story building providing for new administration offices, meeting rooms, breakroom, restrooms and sallyport. The project will utilize a reuse of the current Northridge District Station completed in 2009 by The Lunz Group. This project is hurricane hardened, is funded through a Federal Grant, and is to be constructed through the Design-Bid-Build construction method.

KEY PERSONNEL: Bradley T. Lunz, Principal In Charge; Gregory Selvidge, Senior Project Manager; Emily Breheny, Project Manager; Trent Chamberlain, Senior Project Architect/QA

CONSULTANTS: MES Group Inc.

BUDGET + SCHEDULE VARIATIONS: N/A

FIRM RESPONSIBILITY: Architect of Record

EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

POLK COUNTY SHERIFF'S BURNHAM-MCCALL TRAINING CENTER

BARTOW, FL



SIZE: 48,000 SF | **START DATE:** 2021 | **COMPLETION DATE:** 2024

ORIGINAL BUDGET: \$6.8M | **FINAL COST:** \$6.8M

PROJECT REPRESENTATIVE: Andria McDonald, Executive Director | 1891 Jim Keene Blvd., Winter Haven, FL 33880 | 863.298.6604 | amcdonald@polksheriff.org

PROJECT DESCRIPTION

The Lunz Group worked with the Polk County Sheriff's Office for the Architectural and Engineering Services for the new Burnham-McCall Training Center Facility. The scope included the removal and replacement of the existing building structures with a new administration and classroom single story building structure in conjunction with the training range facilities that remained in place. The project consisted of two distinct work phases. The first phase included the construction of an approximate 22,000 SF pre-engineered metal building (with insulated metal panels), various site improvements inclusive of required storm water pond construction, new utility connections, drives, landscaping and parking areas. The second phase incorporated the removal and disposal of the existing modular building structures and site cleanup, grading and sodding. Designing a facility that met site constraints and provided adequate parking was a great accomplishment for our team. Unique site challenges were faced during design, such as; the drive track's proximity to wetlands, and a TECO easement near the property line. Our team worked closely with Polk County to determine the best course of action and provided solutions. The Burnham-McCall Training Center withstood three major hurricanes prior to the grand opening, with no issues or damages reported.

KEY PERSONNEL: Bradley T. Lunz, Principal In Charge; Gregory Selvidge, Senior Project Manager; Emily Breheny, Project Manager; Trent Chamberlain, Senior Project Architect/QA

CONSULTANTS: TLC Engineering, MES Group Inc.

BUDGET + SCHEDULE VARIATIONS: N/A, on schedule and on budget.

FIRM RESPONSIBILITY: Architect of Record

EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

POLK COUNTY ROADS & DRAINAGE OFFICE ANNEX

WINTER HAVEN, FL



SIZE: 16,907 SF | **START DATE:** 2018 | **COMPLETION DATE:** 2022

ORIGINAL BUDGET: \$3.5M | **FINAL COST:** \$3.5M

PROJECT REPRESENTATIVE: Steve McMillan, Polk County Architectural Services Manager
863.534.5511 | stevemcmillan@polk-county.net

PROJECT DESCRIPTION

Our team designed a new administration office building and parking lot, connecting to an existing office-warehouse building in a campus style juxtaposition. Services provided included architectural design, mechanical engineering, electrical engineering, plumbing engineering, structural engineering, civil engineering, and landscape architecture. Despite the COVID-19 outbreak during the construction phase, our team managed to complete the project on-schedule and on-budget. We were also required to provide a new wastewater life station, which was not included in the original budget. With value engineering and cooperation with the end-users, we were able to meet the County's budget.

KEY PERSONNEL: Bradley T. Lunz, Principal In Charge; Gregory Selvidge, Senior Project Manager; Emily Breheny, Project Architect; Trent Chamberlain, Senior Project Architect/QA

CONSULTANTS: MES Group Inc.

BUDGET + SCHEDULE VARIATIONS: On schedule, Eight (8) Change Orders totaling \$357,328.83 (Client Savings)

FIRM RESPONSIBILITY: Architect of Record

EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

POLK COUNTY UTILITIES OPERATIONS

WINTER HAVEN, FL



SIZE: 48,000 SF | **START DATE:** 2016 | **COMPLETION DATE:** 2018

ORIGINAL BUDGET: \$5M | **FINAL COST:** \$5M

PROJECT REPRESENTATIVE: Steve McMillan, Polk County Architectural Services Manager
863.534.5511 | stevemcmillan@polk-county.net

PROJECT DESCRIPTION

The Lunz Group collaborated with Jones Edmunds on this project, serving as the Architect of Record. The initial process included preliminary programming analysis of the site & proposed building typologies to identify space requirements, including square footage and adjacencies. The Lunz Group was awarded the project in 2016 to lead the design process for a new, 48,000 SF operations building with design emphasis placed on the original findings. A 5,000 SF control building was included in this overall design.

The administration building contains office space, warehousing, and maintenance accommodations, eliminating unneeded areas from the building footprint to make day-to-day operations more efficient. The County consolidated six of their utility departments into a single, centralized, cutting edge regional WTP; the Central Regional Utility Service Area (CRUSA). The building was developed in tandem with the new control building for ozone generators on the same site. This building was designed as a viable EOC which included wind rated windows, doors and structural system. The spaces designed include full breakroom, full restroom and shower amenities, readiness rooms and safe spaces. This is the largest water production plant project completed in Polk County.

KEY PERSONNEL: Bradley T. Lunz, Principal in Charge; Trent Chamberlain, Senior Project Architect/QA

BUDGET + SCHEDULE VARIATIONS: N/A, on schedule and on budget.

FIRM RESPONSIBILITY: Architect of Record

EXPERIENCE, EXPERTISE, **PERSONNEL &**
TECHNICAL RESOURCES

UTILITIES AND SOLID WASTE FACILITY

PLANT CITY, FL



SIZE: 15,000 SF | **START DATE:** 2021 | **COMPLETION DATE:** IN-PROGRESS, EST. FEBRUARY 2025

ORIGINAL BUDGET: \$7.9M | **FINAL COST:** TBD

PROJECT REPRESENTATIVE: Hye (Jay) Kwag, CIP, Engineer Manager, City of Plant City | 813.365.4929
hkwag@plantcitygov.com

PROJECT DESCRIPTION

The City of Plant City is working in collaboration with The Lunz Group for the design and build of a New Facility for their Utilities and Solid Waste Departments. The one story office building will house the Plant City Utilities Management and Solid Waste Management to include their main offices and conference rooms. The new facility will be approximately 15,000 square feet to include an addition of approximately seven (7) new parking spaces. The new parking spaces complement the existing parking lot on the north side of the future facility, which currently has adequate capacity. Services for the new facility include architectural; civil engineering; structural engineering; mechanical, electrical, and plumbing; and fire protection engineering services.

KEY PERSONNEL: Bradley T. Lunz, Principal In Charge; Emily Breheny, Project Architect; Trent Chamberlain, Senior Project Architect/QA

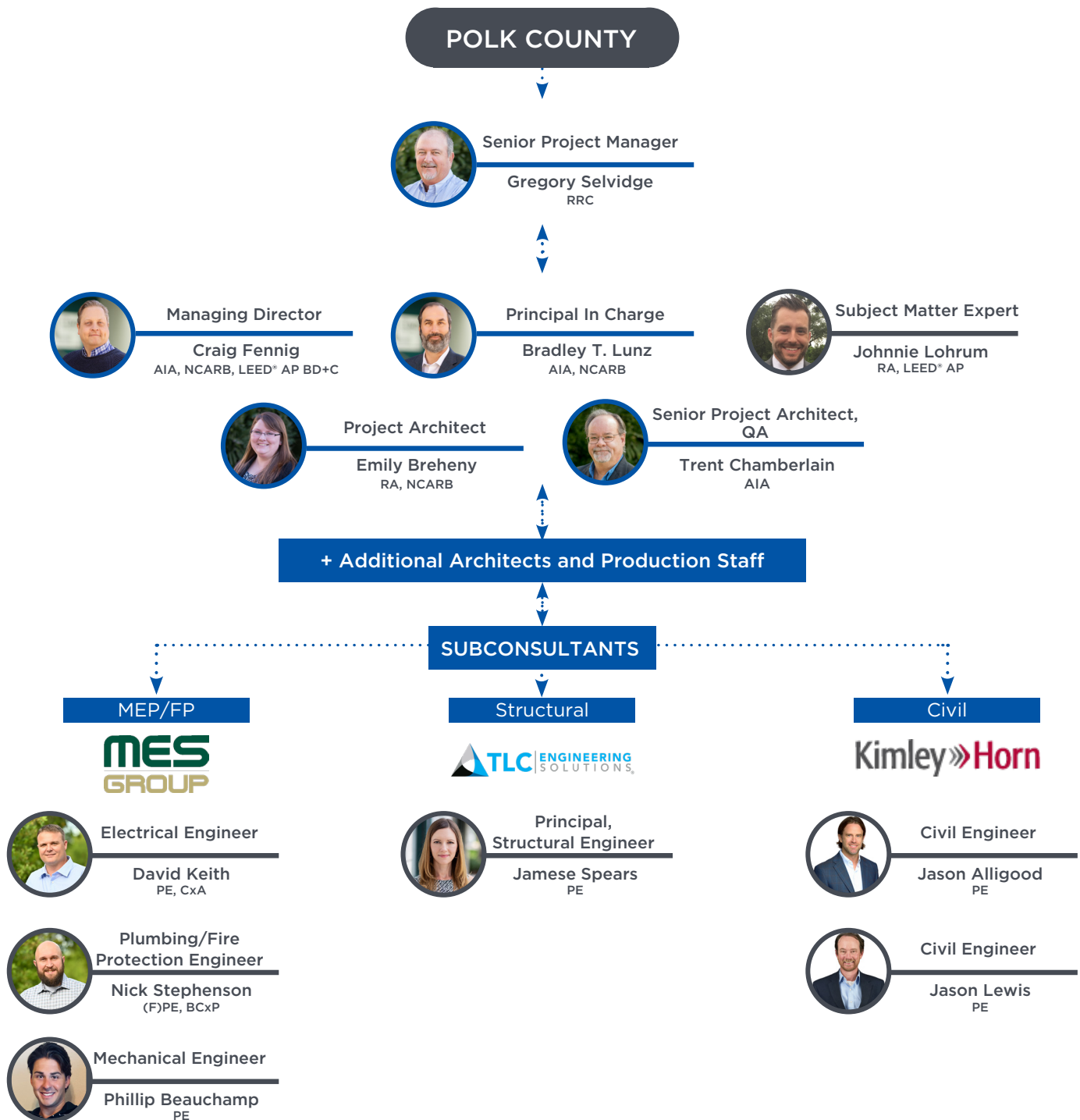
BUDGET + SCHEDULE VARIATIONS: N/A, on schedule and on budget.

FIRM RESPONSIBILITY: Architect of Record

CONSULTANTS: MES Group Inc.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

ORGANIZATION CHART



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



BRADLEY T. LUNZ AIA, NCARB

Principal In Charge

Brad serves as the President and CEO of The Lunz Group. He is an internationally published thought leader, renowned entrepreneur, and registered architect with more than 25 years of architectural experience, and 30 years of construction experience. He has worked on a variety of building typologies including fire stations, aviation facilities, county and state government buildings, public safety facilities, and correctional facilities. Brad strives to provide clients solutions through sustainable designs that last beyond a lifetime. He also strives to engage local manufacturers and suppliers by locally sourcing materials. Brad brings a breadth of experience in resolving a client's spatial and budgetary requirements while delivering a quality design exceeding expectations.

EDUCATION

Bachelor of Architecture, Savannah College of Art and Design

Master of Architecture, Savannah College of Art and Design

CREDENTIALS

Florida Registered Architect, AR94778

YEARS OF EXPERIENCE

25

YEARS WITH THE LUNZ GROUP

16

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

10%

RELATED EXPERIENCE

- Polk County Utilities Operations; Winter Haven, FL
- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Sheriff's Burnham-McCall Training Center; Bartow, FL
- Plant City Utilities & Solid Waste Facility; Plant City, FL
- Polk Regional Water Cooperative Water Processing Facility; Polk County, FL
- Polk County Sheriff's Office Northeast District Command Center; Davenport, FL
- Polk County Fire Station Prototype Design; Polk County, FL
- Polk County Fire Training Center; Polk County, FL
- Vaughn Road Master Plan; Polk County, FL
- Polk County Sheriff's Office Book-In Feasibility Study; Polk County, FL
- Polk County Events Storage & Operations Center; Polk County, FL

ADDITIONAL EXPERIENCE

- NOAA Aircraft Operations Center Phase I; Lakeland, FL
- NOAA Aircraft Operations Center Phase II; Lakeland, FL
- Lakeland Fire Station No. 7/ARFF (Two Globe Rating)*; Lakeland, FL
- City of Lakeland Fire Training Facility; Lakeland, FL
- Lakeland Regional Health I-4 & Kathleen Road Medical Office Building; Lakeland, FL
- Summit Consulting Headquarters & Parking Garage; Lakeland, FL
- Treatt USA Headquarters; Lakeland, FL
- R & L Carriers Facility; Lakeland, FL
- Lake Ariana Park; Auburndale, FL
- Southwest Regional Wastewater Treatment Facility Operations; Mulberry, FL
- Winter Haven Fire Station No. 3; Winter Haven, FL
- Winter Haven Fire Station No. 4; Winter Haven, FL
- Winter Haven Fire Station No. 5; Winter Haven, FL
- Pinellas Park Public Works Facility; Pinellas Park, FL
- Osceola County Sheriff's Health Center; Kissimmee, FL



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



CRAIG FENNIG AIA, NCARB, LEED AP BD+C *Managing Director*

Craig is the Managing Director at The Lunz Group. He manages the day-to-day operations and acts as a liaison between leadership and production staff. He brings a broad range and depth of experience throughout his architectural and consulting career. He has been a part of a variety of domestic and award-winning international architectural and consulting firms, serving in a multitude of capacities. Craig excels in project management, corporate management, and operations. He has managed projects domestically and internationally at all levels of complex design, construction, and delivery.

EDUCATION

Bachelor of Architecture, Lawrence Technological University

Master of Architecture dual degree in Management, Lawrence Technological University

CREDENTIALS

Registered Architect in the states of Michigan, New York, Connecticut, New Jersey, Ohio, Indiana, Illinois, Arizona, Utah, Kentucky, and Pennsylvania

MEMBERSHIPS

United States Green Building Council (USGBC) Member

International Council of Shopping Centers (ICSC) Member

Urban Land Institute (ULI) Member

YEARS OF EXPERIENCE

30

YEARS WITH THE LUNZ GROUP

1

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

5%

EXPERIENCE PRIOR TO JOINING THE LUNZ GROUP

- Mall of Saud, Riyadh, Saudi Arabia - (CRTKL)
- Mall of Saudi (ULO) - Ski, Riyadh, Saudi Arabia - (CRTKL)
- Mall of Emirates ULO -Ski, Dubai, UAE - (CRTKL)
- Lalaport Mall, Taipei Taiwan - (CRTKL)
- MXD Nanjing Jiangbei New District, Namjing Jiangsu, China - (CRTKL)
- SCE Shanghai Zhongjun Huacao Town, Shanghai, China - (CRTKL)
- Centralcon Shenzhen Xixiang, Shenzhen, China - (CRTKL)
- Fulton Market, Chicago - (CRTKL)
- Rose and Loon Makers Market, Roseville, MN - (CRTKL)
- Stony Point Fashion Park, Richmond, VA - (CRTKL)
- La Plaza, McAllen, TX - (CRTKL)
- Cityplace, Dallas, TX - (CRTKL)
- Corinth Square Shops, Prairie Village, KS - (CRTKL)
- Rosedale Center, Roseville, MN - (CRTKL)
- Roosevelt Field Mall Expansion & Renovation, Long Island, NY - (CRTKL)
- Dadeland Mall Expansion & Renovation, Miami, FL - (CRTKL)
- Frisco Station Hub Mixed Use Development, Frisco, TX - (CRTKL)
- Northfield Shops Mixed Use Development, Northfield, CO - (CRTKL)
- Victory Park Retail, Dallas, TX - (CRTKL)
- YH Global Headquarters, Shanghai, China - (CRTKL)
- DFW China Town Mixed Use Development, Richardson, TX - (CRTKL)
- Village on the Parkway Office Tower, Dallas, TX - (CRTKL)
- Cleburne Station Retail Development, Cleburne, TX - (CRTKL)
- Rice Village Retail Renovation, Houston, TX - (CRTKL)
- Cottonwood Mixed Use Development, Salt Lake City, UT - (CRTKL)
- Bonofico High Street Mixed-Use Development, Manila, Philippines - (A3)
- BCG East Block Mixed Use Development, Makati, Philippines - (A3)
- Sapporo Office Building, Sapporo, Japan - (A3)
- Arbor Hills Crossing Retail Development, Ann Arbor, MI - (A3)
- Delphi World Headquarters Renovation, Auburn Hills, MI - (A3)



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



GREG SELVIDGE RRC

Senior Project Manager

Greg brings more than 25 years of experience specifically in fire station design and construction. Greg has a strong background in construction, architecture, and product design, especially as they relate to fire stations. Greg strives to provide clients with design solutions that are tailored to their needs and has extensive experience with construction administration and project management. He has worked on more than 30 fire stations throughout his career. Greg is currently working closely with the City of Apopka and Highlands County on fire station projects, as well as Polk County, with multiple fire stations in construction phases. Greg will be the main point of contact for the design team and will be responsible for project oversight and coordination.

EDUCATION

Bachelor of Architecture, Georgia Institute of Technology

CREDENTIALS

Florida Registered Residential Contractor, RR282811816

YEARS OF EXPERIENCE

26

YEARS WITH THE LUNZ GROUP

23

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

50%

RELATED EXPERIENCE

- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Sheriff's Office Burnham-McCall Training Center; Bartow, FL
- Polk County Fire Training Center; Polk County, FL
- Polk County Fire Station Prototype; Polk County, FL
- Polk County Sheriff's Office Intake Facility Renovation; Polk County, FL
- Vaughn Road Master Plan; Polk County, FL
- Pinellas Park Public Works Facility; Pinellas Park, FL
- Durbin Park Community Center; Kissimmee, FL
- Lake Myrtle Park; Auburndale, FL
- Mulberry Fire Station; Mulberry, FL
- Four Corners Fire Rescue; Four Corners, FL

ADDITIONAL EXPERIENCE

- Winter Haven Fire Station No. 2 Hardening; Winter Haven, FL
- South Lake Howard Nature Park Expansion; Winter Haven, FL
- Mulberry Fire Station; Mulberry, FL
- Marion County EMS Prototype Design; Marion County, FL
- Sanford Fire Station No. 40; Sanford, FL
- Sleepy Hill Fire Station; Lakeland, FL
- Galloway Fire Station; Lakeland, FL
- Apopka Fire Station No. 5; Apopka, FL
- Apopka Fire Station No. 6; Apopka, FL
- Haines City Fire Station; Haines City, FL
- Southwest Sumter Fire Station; Sumter County, FL
- North Wildwood Fire Station; Sumter County, FL
- Watkins Road Fire Rescue; Haines City, FL
- Northeast Regional Park Baseball Complex; Davenport, FL



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



EMILY BREHENY RA, NCARB

Project Architect

Emily joined The Lunz Group in 2016 upon graduating with her Master's in Architecture from the University of South Florida. She has a strong background in various levels of design development, programming, master planning, and schematic design, specializing in municipal projects. In the last three years, Emily has worked on more than 10 public safety facilities, including fire stations, Sheriff operation centers, and more, throughout the Central Florida region. She has a strong background in various levels of design development, programming, master planning, and schematic design, specializing in municipal projects.

EDUCATION

Master of Architecture, University of South Florida

CREDENTIALS

Florida Registered Architect, AR102495

MEMBERSHIPS

Lakeland Zoning Board of Adjustments & Appeals (ZBAA), Member

Polk County ACE Mentor Program, Board Member

YEARS OF EXPERIENCE

9

YEARS WITH THE LUNZ GROUP

8

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

70%

SELECT EXPERIENCE

- Polk County Sheriff's Office Burnham McCall Training Center; Polk County, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Plant City Utilities & Solid Waste Facility; Plant City, FL
- Marion County Sheriff's Office Remodel; Ocala, FL
- Marion Creek Fire Rescue; Polk County, FL
- Mulberry Fire Station; Mulberry, FL
- Marion County Sheriff's Helicopter Hangar Design; Ocala, FL
- Hillsborough County Sheriff Behavioral Health Clinic Study; Tampa, FL
- Hillsborough County Sheriff Behavioral Health Clinics A-C; Tampa, FL
- Pasco County Fleet McKendree Expansion; Pasco County, FL
- Polk Correctional Institution Administration Remodel; Polk City, FL
- GMF Steel Group Office and Warehouse Renovation; Lakeland, FL

ADDITIONAL EXPERIENCE

- NOAA Operations Center Phase I; Lakeland, FL
- NOAA Operations Center Phase II; Lakeland, FL
- Summit Consulting Headquarters and Parking Garage; Lakeland, FL
- Bartow Ford Pro Elite Service Center; Bartow, FL
- Publix Downtown Office Buildings 1 and 4; Lakeland, FL
- Blue Line Aviation Facility; Winter Haven, FL
- Kingsky Flight Academy Programming and Conceptual Design; Lakeland, FL
- City of Lakeland Two Hangar Facility; Lakeland, FL
- Winter Haven Fire Station No. 4; Winter Haven, FL
- Winter Haven Fire Station No. 5; Winter Haven, FL
- Plant City Tournament Management Facility; Plant City, FL
- Plant City Methvin Tennis Center; Plant City, FL
- Lake Myrtle Sports Complex; Auburndale, FL
- Catapult 3.0; Lakeland, FL



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



TRENT CHAMBERLAIN AIA

Senior Project Architect, QA

Trent is a Senior Project Architect, QA (Quality Assurance) at The Lunz Group. He acts as a third-party to the project to check drawings through a detailed review. Trent specializes in municipal, transportation, and correctional facility design. He has experience working with local city, county, and state and federal agencies including municipalities, the Florida Department of Corrections and the United States Postal Service. He has experience working on a variety of project typologies, including academic buildings, fire stations, correctional facilities, public and civic facilities, and more. Trent has a strong technical background from experience gained working as a Project Manager at several engineering firms and from more than 30 years with The Lunz Group.

EDUCATION

Bachelor of Architecture, Florida Agricultural & Mechanical University

CREDENTIALS

Florida Registered Architect,
AR0015550

YEARS OF EXPERIENCE

35

YEARS WITH THE LUNZ GROUP

31

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

5%

RELATED EXPERIENCE

- Polk County Sheriff's Office Boot Camp; Bartow, FL
- Polk County Utilities Operations; Winter Haven, FL
- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Sheriff's Burnham-McCall Training Center; Bartow, FL
- Plant City Utilities & Solid Waste Facility; Plant City, FL
- Hillsborough County Sheriff's Office Regional Canine Training Facility; Tampa, FL
- Osceola County Sheriff's Health Center Office; Kissimmee, FL
- Florida Department of Corrections Continuing Services; Statewide, FL
- Saddle Creek Warehouse; Auburndale, FL
- Saddle Creek Warehouse + Office Expansion; Auburndale, FL
- Sumter County Fire Logistics Operations Center; Sumter County, FL
- Watkins Road Fire Rescue; Haines City, FL
- Polk Correctional Institution Administration Remodel; Polk City, FL

ADDITIONAL EXPERIENCE

- NOAA Aircraft Operations Center Phase I; Lakeland, FL
- NOAA Aircraft Operations Center Phase II; Lakeland, FL
- United States Postal Service Design Standards; Nationwide
- Summit Consulting Headquarters and Parking Garage; Lakeland, FL
- Lakeland Fire Station No. 7/ARFF (Two Globe Rating)*; Lakeland, FL
- Alachua County Fire Station No. 80; Alachua, FL
- Austin-Tindall Regional Park Expansion; Kissimmee, FL
- Northeast Regional Park Baseball Complex; Davenport, FL
- World Equestrian Center Show Arena Complex; Ocala, FL
- World Equestrian Center RV Park Building; Ocala, FL
- Summit Consulting Headquarters + Parking Garage; Lakeland, FL
- Alachua County Fire Station No. 21; Alachua, FL
- Sanford Fire Station No. 40; Sanford, FL
- City of Lakeland Fire Training Facility; Lakeland, FL
- Bonnet Springs Park; Lakeland, FL



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



THE LUNZ GROUP has intentionally selected this team of experts to provide Subject Matter Expertise and Engineering services for this Polk County project. Our firm has held long standing relationships with each consultant, with almost all consultants participating in Polk County projects alongside The Lunz Group. We present to you our highly-qualified team of experts:

JOHNNIE LOHRUM will serve as the Subject Matter Expert for this project. Johnnie has 23 years of experience and has managed more than 5 million square feet of public safety projects. He is a licensed architect and LEED accredited professional with a diverse portfolio of project types, including public safety, educational, community, commercial and aviation design. He has spent the last 15 years focusing on growing a public safety market that improves the community environment. A particular passion for Johnnie is the design of operationally efficient healthy law enforcement facilities. He also brings a significant amount of experience designing & detailing hardened, survivable and essential facilities such as the Columbia County EOC, Sarasota County EMS Headquarters, Charlotte County Sheriff's Headquarters, Brevard County EOC and the Volusia County EOC. Johnnie remains focused on providing personally dedicated and focused attention at every level to all of his clients. Johnnie's office is located in Longwood, FL, which can be utilized to expedite a deliverable if required.

TLC ENGINEERING will be providing Structural Engineering Services for this project. The TLC team is experienced with the desired tilt-wall construction system and will share feedback with the design team on how to be successful with tilt-wall construction. Further design decisions will weigh various factors such as structural integrity, longevity and safety risks, maintenance of materials, local material availability, and current market costs. TLC has experience in Polk County on projects such as the Burnham-McCall Training Center, as well as the Polk County Northeast Government Center in Lake Alfred. TLC's Tampa, Orlando, Melbourne, and Miami offices that can be utilized to expedite a deliverable, if required.

KIMLEY-HORN & ASSOCIATES will be providing Civil Engineering services for this project. Kimley-Horn's Polk County project experience includes; Galloway Fire Station, Moore Road Fire Rescue Station, Eaton Park Fire Station Sheriff Central County Jail, Sheffield Road Inspection and Testing Building and Fleet Management Vehicle Storage Building, to name a few. Kimley-Horn is familiar with Polk County processes and best practices. Kimley-Horn's Lakeland, St. Petersburg, and Orlando office can be utilized to expedite a deliverable, if required.

MES GROUP INC. will be providing Mechanical Engineering, Electrical Engineering, Plumbing Engineering and Fire Protection services for this project. MES Group has worked on a variety of Polk County Fire Stations and facilities. One of MES Group's strengths is anticipating supply chain disruptions; for this project, they plan to be proactive with assisting the team in pre-ordering critical materials for this facility to avoid delays and cost increases, as well as flexible options to ensure availability and stay within budget.



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



Johnnie D. Lohrum Jr., RA, LEED® AP President

Johnnie has 23 years of experience and has managed more than 5 million square feet of public safety projects. He is a licensed architect and LEED accredited professional with a diverse portfolio of project types, including public safety, educational, community, commercial and aviation design. He has spent the last 15 years focusing on growing a public safety market that improves the community environment. **A particular passion for Johnnie is the design of operationally efficient healthy law enforcement facilities.** He also brings a significant amount of experience designing & detailing hardened, survivable and essential facilities such as the Columbia County EOC, Sarasota County EMS Headquarters, Charlotte County Sheriff's Headquarters, Brevard County EOC and the Volusia County EOC. Johnnie remains focused on providing personally dedicated and focused attention at every level to all of his clients.

EDUCATION

Bachelor of Design, 2001
University of Florida

Master of Architecture, 2003,
University of Florida

CREDENTIALS

FL, Registered Architect #AR96099
LEED® Accredited Professional

AFFILIATIONS

Florida Police Chief's Association (FPCA)
Florida Sheriff's Association (FSA)
Florida Fire Chief's Association (FFCA)
Fl. Emergency Preparedness Assoc. (FEPA)

EXPERIENCE

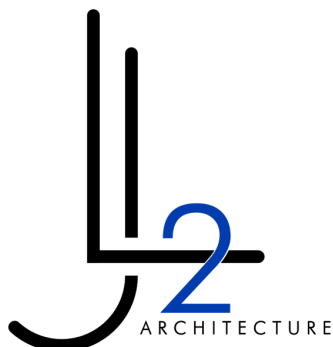
22 Years

FIRM INFORMATION

1678 Kingston Road
Longwood, Florida 32750

jlohrum@jl2architecture.com
407.340.2879

*projects represent individual experience for Mr. Lohrum



***District 7 Medical Examiner Facility, Volusia County Government - Daytona, FL**

Principal In Charge, Completion Date: est. 2023 / 20,000 SF / \$18 million / contains public spaces / **N.A.M.E.** / offices / reception & lobby / morgue / laboratories / evidence storage / break areas and enclosed sally port.

***Havert L. Fenn Center, St. Lucie County Government - Ft. Pierce, FL**

Project Manager, Completion Date: 2006 / 62,000SF / \$12.6 million / contains law enforcement offices / commercial kitchen / laundry / locker rooms / EMS triage areas / triple gymnasium / multi-purpose rooms / essential FEMA 361 resisting 180mph winds / special needs shelter for the elderly.

***Douglas M. Anderson EOC, St. Lucie County Government - Ft. Pierce, FL**

Project Manager, Completion Date: 2009 / 27,000SF / \$9 million / contains secure lobby / 911 dispatch / dorms / admin. offices / media room / kitchen.

***Emergency Operations Center, Palm Beach Gardens Government - Palm Beach Gardens, FL**

Project Architect, Completion Date: 2012 / 12,500SF / \$3.1 million / police dispatch / multi-purpose rooms / operations center / classrooms / training rooms / kitchen / FEMA 361 / LEED Silver.

Emergency Operations Center & Sheriff's Operations, Citrus County - Lecanto, FL

Project Architect, Completion Date: 2008 / 40,500SF / \$16.5 million / 911 call center / operations room / crime analysis / investigations / offices / kitchen / dorms / fitness room / media.

Emergency Operations & Sheriff's Comms. Center, Volusia County - Daytona, FL

Project Manager, Completion Date: 2013 / 42,600SF / \$10,700,000 / command center / 911 dispatch / Green Globes / LEED Silver / 2 commercial kitchens / bunk rooms / classrooms / training rooms / media room / administration offices / rumor control.

***Emergency Operations Center, Columbia County - Lake City, FL**

Principal In Charge, Completion Date: Est. 2023 / 20,000SF / \$14 million / 911 dispatch center / ICC 500 essential facility / media room / kitchen / code enforcement.

***Brevard County EOC, Brevard County Government - Rockledge, FL**

Principal-In-Charge/Project Manager, Completion Date: est. 2023 / 50,000 SF / \$28.5 million / contains secure lobby / locker rooms / bunk rooms / training rooms / multiple departments / commercial kitchen / 911 dispatch / operations room / media room / essential ICC 500 resisting 200mph winds / grant funded / 24-7 fully redundant systems for 7 days.

***Sheriff's Evidence Storage, Volusia County Government - Daytona, FL**

Project Manager, Completion Date: est. 2021 / 40,000 SF / \$11.3 million / contains public spaces / offices / secure vehicular sally ports / bio hazard storage / storage warehouse with mobile storage system / secure drug storage / essential facility resisting 200mph winds / LEED Silver.

***University of Florida Public Safety Headquarters, University of Florida - Gainesville, FL**

Principal-In-Charge, Completion Date: 2022 / 48,713SF / \$28.5 million / police headquarters / emergency management headquarters / 911 dispatch / community rooms / administration offices / interview rooms / physical fitness / locker rooms / evidence processing / defensive tactics / armory / media room / logistics / quarter master.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



EDUCATION

Bachelor of Design, 2001
University of Florida

Master of Architecture, 2003,
University of Florida

CREDENTIALS

FL, Registered Architect #AR96099
LEED® Accredited Professional

AFFILIATIONS

Florida Police Chief's Association (FPCA)
Florida Sheriff's Association (FSA)
Florida Fire Chief's Association (FFCA)
Fl. Emergency Preparedness Assoc. (FEPA)

EXPERIENCE

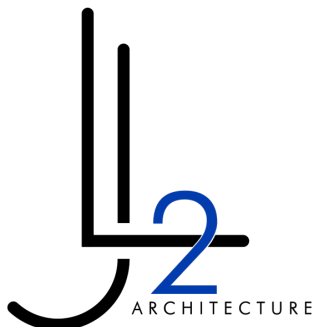
22 Years

FIRM INFORMATION

1678 Kingston Road
Longwood, Florida 32750

jlohrum@j12architecture.com
407.340.2879

*projects represent individual experience for Mr. Lohrum



***Sheriff's Training Facility, Osceola Sheriff - Osceola County, FL**

Principal In Charge, Completion Date: 2021 / 16,400SF / \$3.9 million / defensive tactics / simulation training / firearm training / administration offices / conference space / storage / multi-agency.

***Sheriff's Data Center, Osceola Sheriff - Kissimmee, FL**

Project Manager, Completion Date: 2022 / 1,500SF / \$1.1 million / back up data center for sheriff's headquarters / fully redundant systems / renovation-expansion.

***Sheriff's West Side Command Center, Osceola County - Kissimmee, FL**

Principal In Charge, Completion Date: TBD / 41,000SF / \$18 million / multi-agency / training rooms / conference rooms / administration offices / secure public lobby / interview rooms / patrol offices / shared with other county departments.

***Police Headquarters, North Port Police Department - City of North Port, FL**

Project Manager, Completion Date: 2026 / 120,000SF / \$82 million / administration offices / patrol / EOC / evidence processing / interview rooms / community room / media room / quarter master / emergency management / locker rooms / forensics lab / armory / training / gun range/ real time crime center

***Police Training Facility, Cape Coral Police Department - Cape Coral, FL**

Principal In Charge, Completion Date: 2023 / 30,000SF / \$12 million / indoor 25 lane gun range / firearm simulators / defensive tactics / k9 training / locker rooms / armory / ammo storage / weapons cleaning / training classrooms.

***Sheriff's Headquarters Assessment, Sarasota County Sheriff - Sarasota County, FL**

Project Manager, Completion Date: 2018 / 192,000SF / \$130 million / forensics lab / separate training facility / five-story parking garage / CEP / evidence storage / training classrooms / community room / K9 training

***Sheriff's Headquarters/911/Communications, Charlotte County Sheriff - Charlotte County, FL**

Project Manager, Completion Date: 2025 / 65,000SF / \$30 million / 2- story community room / administration offices / fleet maintenance / real time crime center / 911 dispatch / crime analysis.

***Sheriff's District 4 Training Facility, Charlotte County Sheriff - Charlotte County, FL**

Project Manager, Completion Date: 2024 / 20,200SF / \$7 million / meeting rooms / training classrooms / physical training / administration offices / k-9 training / kennels / lockers / fitness room / evidence storage / detectives suite / break room

Police Evidence Storage, City of DeLand Police Department - DeLand, FL

*Project Manager, Completion Date: 2022 / 5,500 SF / \$1.9 million / public ballistic rated lobby / evidence intake / short term storage / long term storage / evidence processing lab / vehicle processing bay / bicycle storage / interior vehicle storage bays / on-site impound.

Indian River Sheriff Admin. Building, Indian River Sheriff's Office- Indian River County, FL

Architect of Record, Completion Date: Est. 2025 / 20,000SF / \$22 million / 2-story / essential facility / administration offices / records / training rooms / human resources / finance / IT / internal affairs / purchasing / secured public lobby.

Volusia County Sheriff Admin. Building, Volusia County Sheriff - Volusia County, FL

Architect of Record, Completion Date: TBD / 80,000SF / \$55 million / 2-story / needs assessment / community room / administration offices / training rooms / classrooms commercial kitchen / internal affairs / ISS / patrol / special investigations / human resources / sally port / essential facility.

Orange City Police Department, Orange City PD - Orange City, FL

Architect of Record, Completion Date: 2026 / 30,000SF / \$25 million / 1-story / needs assessment / community room / administration offices / training rooms / classrooms commercial kitchen / City EOC / records / investigations / command / defensive tactics / fitness & lockers / hold cells / indoor shooting range / logistics building / evidence / sally port / essential facility.

Daytona Beach Shores Training & Evidence, Daytona Beach Shores PD/Fire - DB Shores, FL

Architect of Record, Completion Date: 2026 / 20,000SF / \$14 million / 2-story / needs assessment / community room / administration offices / training rooms / classrooms commercial kitchen / City EOC / defensive tactics / fitness & lockers / evidence / essential facility.

Marion County Sheriff's Administration Facility

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



Jason Alligood, PE

Civil Engineer

PROJECT EXPERIENCE

Hamilton Road Warehouse, Polk County, FL — Project manager and Engineer of Record (EoR). Kimley-Horn was responsible for providing professional engineering services for a warehouse building in Polk County. The building had a total area of approximately 317,000 square feet. The project site posed several challenges, including difficult terrain, wetlands, and floodplains. These conditions required a site design with high tolerance and the acquisition of permits from various authorities, including Polk County, the Florida Department of Environmental Protection (FDEP), the Florida Department of Health, and the Southwest Florida Water Management District.

Winston Creek Fire Rescue Station, Polk County, FL — Project engineer/Engineer of Record (EoR). Kimley-Horn provided civil site design, environmental, permitting services, and construction phase services for the Winston Creek Fire Rescue Station. The project included a 12,000-square-foot building with associated paved parking, drive, stormwater areas, and utility connections. The site included adjacent wetlands and floodplains that required strategic site planning. In addition, the property was within an area considered to be a distressed basin by Polk County requiring more stringent stormwater design.

Airport Logistics Warehouse, Hillsborough County, FL — Kimley-Horn was responsible for providing professional engineering services for a warehouse building measuring 125,600 square feet in Hillsborough County. The project site presented several challenges, including difficult terrain, wetland and floodplain conditions that required a meticulous site design, and the need for complex coordination with various agencies for permits. These agencies included Hillsborough County, the Florida Department of Environmental Protection (FDEP), the Florida Department of Health, the Southwest Florida Water Management District (SWFWMD), the Environmental Protection Commission (EPC) of Hillsborough County, and the U.S. Army Corps of Engineers (USACE).

Prior to joining Kimley-Horn, Jason worked on the following projects:

Mulberry Fire Rescue Station, Polk County, FL — Project engineer/Engineer of Record (EoR) for civil site design, permitting services, and construction phase services for the Mulberry Fire Rescue Station. The project included a 12,000-square-foot building with associated paved parking, drive, stormwater areas, and utility connections.

Kathleen Fire Rescue Station, Polk County, FL — Project engineer/Engineer of Record (EoR) for civil site design, permitting services, and construction phase services for the Kathleen Fire Rescue Station. The project included a 12,000-square-foot building with associated paved parking, drive, stormwater areas, and utility connections. The site required 100-year stormwater design.

Lakeland Fire Training Center, Polk County, FL — Project engineer/Engineer of Record (EoR) for civil site design, environmental, permitting services, and construction phase services for the Lakeland Fire Training Center. The project included a 5,000-square-foot classroom building and an 8,400-square-foot equipment storage building with associated paved parking, drive, stormwater areas, and utility connections.

Special Qualifications

- Jason has over 22 years of multi-discipline engineering experience working for both municipal and private-sector clients in the areas of civil engineering, geotechnical engineering, and environmental engineering
- Project experience includes project management, design, permitting, and construction services for residential developments, commercial developments, water distribution and wastewater collection, industrial developments, streetscape projects, parks, and landfills
- Familiar with all aspects of the site development process — from the earliest stages of due diligence and entitlements to inspection and final punch lists

Professional Credentials

- Master of Engineering, Environmental Engineering, University of Florida
- Bachelor of Science, Civil Engineering, Florida State University
- Professional Engineer in Florida, #71103
- American Society of Civil Engineers (ASCE), Member

Kimley»Horn

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



Jason Lewis, PE

Civil Engineer

PROJECT EXPERIENCE

Pace Road Industrial Park, Polk County, FL — Project Engineer. Kimley-Horn is providing preliminary design services for the construction of a warehouse/distribution park located on Pace Road in Auburndale. Our services include producing a one-page conceptual site plan, attending meetings and coordinating with Polk County, conducting a Phase I Environmental Site Assessment (ESA), and Phase II ESA. The Phase I ESA includes conducting a site reconnaissance; interviewing current and past owners, operators, and occupants for Recognized Environmental Conditions (RECs); and preparing a summary report of the results of the ESA. The Phase II ESA includes soil sampling, groundwater sampling, and preparing a Phase II ESA report. Kimley-Horn submitted and received both the Southwest Florida Water Management District (SWFWMD) and FWC gopher tortoise relocation permit. These permits included conducting a 100% gopher tortoise survey, permit application submittal, and conducting the excavation of 40 gopher tortoise burrows.

Polk State College Center for Public Safety, Polk County, FL — Project Engineer. Kimley-Horn provided professional engineering services for a new 100,000-square-foot, two-story building and a one-mile-long pedestrian path for the Center for Public Safety at Polk State College. The pedestrian path is located on the bank of a 26-acre retention pond owned by Polk County, with a physical training course. The project included stormwater management, parking lot design, an underground tank for rainwater irrigation and water storage, a new sanitary sewer lift station, new fire lines and a new potable water line, and environmental studies. The \$30-million project included construction phase management and achieved Leadership in Energy and Environmental Design (LEED) certification. The project also won the American Society of Civil Engineering (ASCE) Ridge Branch project of the year award and is the county's model for law enforcement training.

City of Lake Wales Engineering and Related Services, Polk County, FL — Project Manager. Kimley-Horn provided professional consulting services for the general engineering services master consultant contract by the Town of Lake Wales. Specific services included civil engineering, planning, landscape architecture, parks and trails planning and design, and a variety of other consulting services.

Parkway University Center, Polk County, FL — Project Manager. The project included professional civil engineering and site planning services for the 105-acre, multi-use development. Specific services included stormwater management design, potable water distribution, and sanitary sewer collection infrastructure design to support residential and business park components. In addition, Kimley-Horn also coordinated road design and associated alignments with Polk County for an adjacent county road project.

Seefried Industrial Properties, Big Bend Industrial Park, Apollo Beach, FL — Project manager. In support of Seefried Industrial Properties, Inc., who is constructing a 500,000-square-foot warehouse/distribution facility and associated infrastructure on US Hwy 41 and Big Bend Road, Kimley-Horn is providing an array of development services including a natural resource assessment, environmental documentation, traffic study, and more.

Special Qualifications

- Jason has over 24 years of experience in civil engineering for both private and public land development projects
- He has performed analysis and designed stormwater management systems, including underground exfiltration and above-ground retention/detention systems
- He has established excellent working relationships with water management districts and other governmental agencies
- In addition, Jason has managed the preparation of plans and development of civil engineering design for numerous commercial and residential land development projects including stormwater collection design; evaluation of site characteristics for the design of roads, utilities, and stormwater management; and project coordination, communication with contractors, and permitting through regulatory agencies

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Central Florida
- Professional Engineer in Florida, #62572
- Florida Engineering Society (FES), Member

Kimley»Horn

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



JAMESE SPEARS, PE

Principal | Structural Project Manager

BACKGROUND

Jamese brings unparalleled expertise to guide and elevate the success of complex structural projects. She has a successful background in structural design coordination, and construction administration of building structures. She is proficient in utilizing engineering software, such as BIM, to create cost-effective and sustainable solutions. Jamese is a driven professional known for fostering collaboration and exceeding clients' expectations.

EXPERIENCE

Polk County Sheriff Training Facility, Bartow, Florida

New administration and classroom single-story sheriff training facility. Design and construction consists of new PEMB building, various site improvements including storm water pond construction, new utility connections, drives, landscaping, and parking areas. Post construction removal and disposal of existing modular building structures, site cleanup, grading, and sodding are included in scope. \$3.5 million / 22,000 sf

Charlotte County Sheriff Office District 1 Headquarters, Englewood, Florida

New facility with consideration of life-cycle costs, long-term maintenance, energy conservation and long-term operational costs. Project includes roll call room and supervisor offices, detective work area with interview rooms, records room, training room, evidence room, armory area and other ancillary functions, emergency generator, exercise area with locker room and showers, general offices and storage areas. \$3.3 million / 12,000 sf

Charlotte County Sheriffs District 3 Headquarters, Port Charlotte, Florida

New facility consists of two separate buildings: an 18,000-sf district facility and a 20,000-sf evidence facility. District facility building houses offices, interview rooms, record room, training room, armory, exercise area with lockers and showers, and ancillary support spaces such as storage and mechanical/ electrical rooms. Evidence facility building has warehouse storage, office space, processing areas, and exterior storage. \$8.5 million / 38,000 sf

New Orleans Police Department, 2nd District, New Orleans, Louisiana

New police district headquarters with distinctive design. The project was part of the resilience planning which occurred as a response to Hurricane Katrina to build resilient infrastructure while reestablishing public service facilities. The structural system includes steel framing with a dual lateral system of braced frames and moment frames. The long span metal roof deck is supported by curved WF steel beams. \$6.3 million / 18,000 sf

Confidential Industrial Warehouse Addition, Lenexa, Kansas

Two-story addition providing office space, a larger break room, and larger main restrooms on the first floor. Project includes a new FEMA storm shelter. \$1 million / 6,400 sf



EDUCATION

University of Louisville
M.S., Structural Engineering
2009

University of Louisville
B.S., Civil Engineering
2008

YEARS OF EXPERIENCE

TLC: 9 years
Prior: 9 years

REGISTRATIONS

PE FL 82786
PE AL 53112
PE DE 27703
PE KS PE28279
PE KY 29138
PE MS 31854

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



David Keith, PE, CxA
Electrical Engineer

Mr. Keith has extensive experience in all phases of Electrical Engineering services including design, studies, and reports. He is a leader in design for innovative electrical systems for police and fire stations, multifamily complexes, county buildings, offices, and industrial complexes. His technical experience includes the design of outdoor and indoor substations, outdoor and indoor power distribution systems, emergency power generator systems, grounding systems, lighting systems, life safety systems, lightning protection systems, and technology systems. Mr. Keith has designed and managed projects for both public and private sector clients.



Years of Experience: 11 | Years with Firm: 6

EDUCATION

Bachelor of Science in Engineering
University of South Florida

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) FL #85291
- Florida Advance Building Code Course
- Certified CxA

RECENT PROJECT EXPERIENCE

Burnham-McCall Sheriff Training Center, Bartow, FL

Polk County Jail Annex, Bartow, FL

Polk County South Jail AHUs, Frostproof, FL

Polk County Appraiser, Bartow, FL

Polk County Jail Grounding, Frostproof, FL

Northridge Fire Rescue Station Study, Davenport, FL

Police Department Firing Range, St. Petersburg, FL

Renovate Police Operations Center, VA Hines, Indianapolis, IN

City of Wildwood HVAC Renovation, Wildwood, FL

Sheriff's Impound Yard/Evidence Storage, Bushnell, FL

550 North Reo Street | Suite 203 | Tampa, FL 33556
(813) 289-4700
www.MESGroupInc.com

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



Nick Stephenson, (F)PE, BCxP
Plumbing/Fire Protection Engineer

Mr. Stephenson is a registered Fire Protection Engineer and has extensive experience with life safety systems, fire detection and suppression systems, and fire alarm systems. This includes design, studies, on-site assessments and reports. His project experience encompasses police and fire stations, multifamily complexes, county buildings, offices, and industrial complexes. Mr. Stephenson has designed and managed projects for both public and private sector clients. In addition to his engineering credentials, he is a certified Building Commissioning Professional (BCxP).



Years of Experience: 12 | Years with Firm: 10

EDUCATION

Bachelor of Science in Mechanical Engineering
University of South Florida

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) FL #83283
- Florida Advance Building Code Course
- Certified BCxP

RECENT PROJECT EXPERIENCE

Burnham-McCall Sheriff Training Center, Bartow, FL

Polk County Jail Annex, Bartow, FL

Polk County South Jail AHUs, Frostproof, FL

Polk County Appraiser, Bartow, FL

Polk County Jail Grounding, Frostproof, FL

Northridge Fire Rescue Station Study, Davenport, FL

Police Department Firing Range, St. Petersburg, FL

Renovate Police Operations Center, VA Hines, Indianapolis, IN

City of Wildwood HVAC Renovation, Wildwood, FL

Sheriff's Impound Yard/Evidence Storage, Bushnell, FL

550 North Reo Street | Suite 203 | Tampa, FL 33556
(813) 289-4700
www.MESGroupInc.com

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



Philip Beauchamp, PE
Mechanical Engineer

Mr. Beauchamp has extensive experience in all phases of Mechanical Engineering services including design, studies, and reports. He is a leader in the design of energy efficient building systems for fire stations, police stations, shooting ranges, EMS facilities, county buildings, offices and industrial complexes. Systems included HVAC, smoke exhaust, indoor air quality and controls. He has developed energy-efficient, and cost effective, mechanical systems and methods that specifically control the humidity and moisture conditions of Florida's hot and humid climate. Mr. Beauchamp's designs provide comfort to occupants and protection of building systems and components.



Years of Experience: 6 | Years with Firm: 2

EDUCATION

Bachelor of Science in Mechanical Engineering
University of Georgia

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) FL #PE97350

RECENT PROJECT EXPERIENCE

Burnham-McCall Sheriff Training Center, *Bartow, FL*

Polk County Jail Annex, *Bartow, FL*

HSCO Behavioral Health Clinic, *Tampa, FL*

Fire Station 2-Hardening, *Winter Haven, FL*

Research Laboratory Hood Additions. *University of Central Florida, Orlando, FL*

Northridge Fire Rescue Station Study, *Davenport, FL*

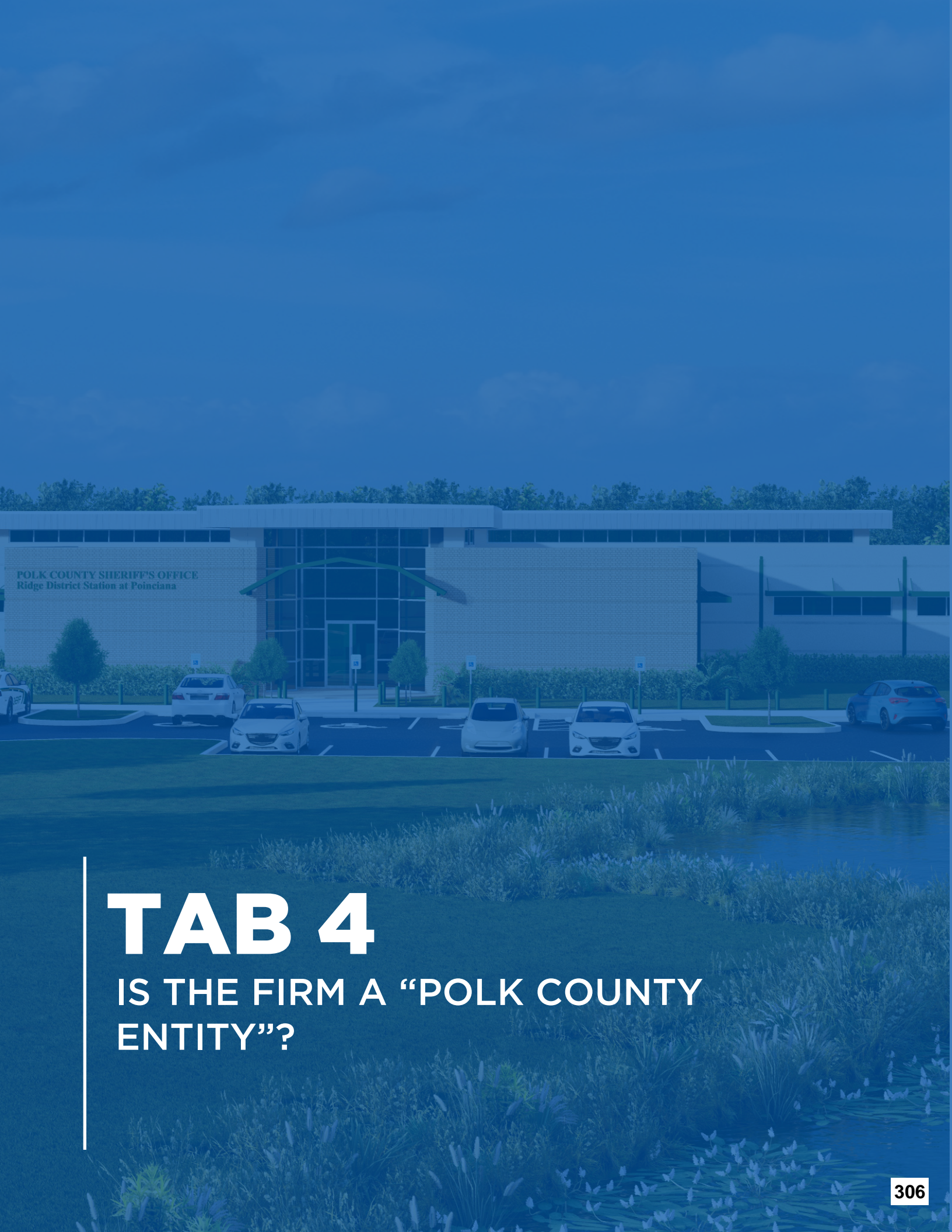
Police Department Firing Range, *St. Petersburg, FL*

Renovate Police Operations Center, *VA Hines, Indianapolis, IN*

City of Wildwood HVAC Renovation, *Wildwood, FL*

Sheriff's Impound Yard/Evidence Storage, *Bushnell, FL*

550 North Reo Street | Suite 203 | Tampa, FL 33556
(813) 289-4700
www.MESGroupInc.com



TAB 4

IS THE FIRM A “POLK COUNTY
ENTITY”?

IS THE FIRM A “POLK COUNTY ENTITY”?

LOCATION + CAPACITY

Our teams below are currently working on a multitude of projects within the state of Florida throughout various counties. The proposed personnel listed in the submittal shall be available and assigned to this project. We are able to begin working immediately on the project needs and the individuals in the submittal shall be available for tasks as assigned.

All elements of work will be provided in the state of Florida at each firms’ respective locations, listed below. Each firm will visit the site or attend meetings with the client as defined by the needs for this project.

The Lunz Group - HQ

58 Lake Morton Drive
Lakeland, Florida 33801
Years in Operation: 37
Employees: 22

The Lunz Group Celebration

615 Celebration Ave
Celebration, Florida 34747
Years in Operation: 7
Employees: 1

Johnnie Lohrum (JL2)

1678 Kingston Road
Longwood, FL 32750
Years in Operation: 2
Employees: 11

Kimley-Horn & Associates

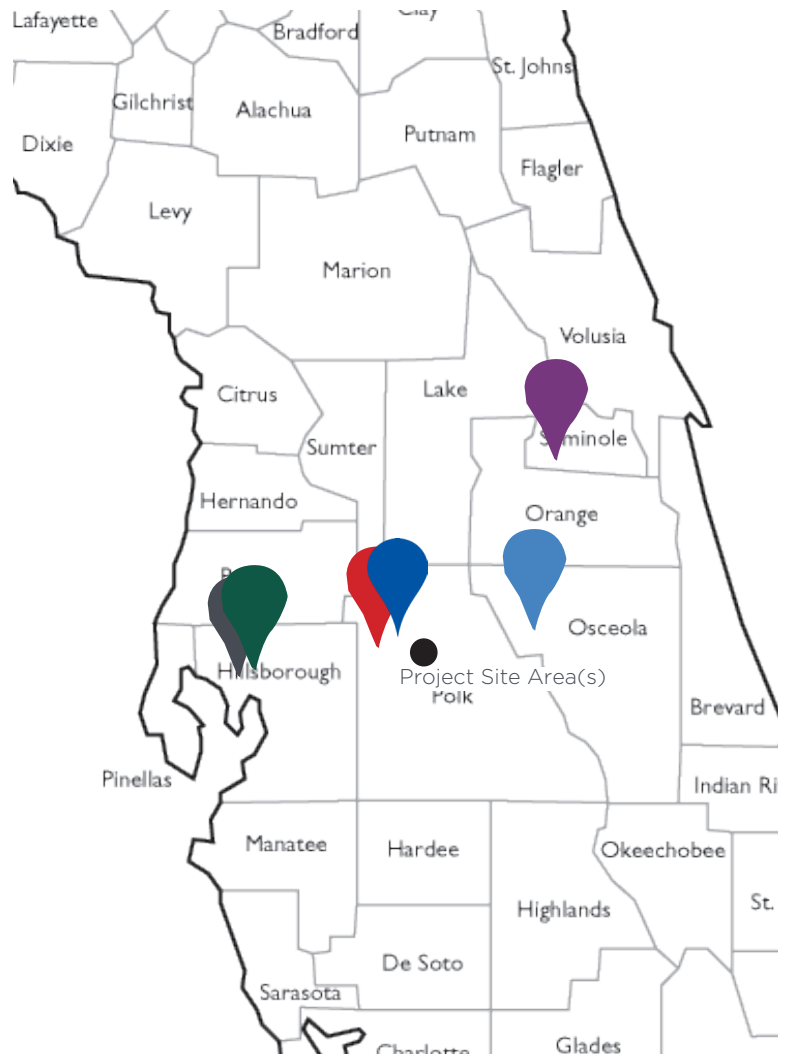
109 South Kentucky Avenue
Lakeland, FL 33801
Years in Operation: 56 Years
Employees: 1,540 (FL) / 8,525 (Firmwide)
Kimley-Horn’s Lakeland, St. Petersburg, and Orlando office can be utilized to expedite a deliverable, if required.

TLC Engineering

4890 West Kennedy Blvd, #250
Tampa, FL 33609
Years in Operation: 69
Employees: 500
TLC’s Tampa, Orlando, Melbourne, and Miami offices that can be utilized to expedite a deliverable, if required.

MES Group Inc.

550 North Reo Street, Suite 203
Tampa, FL 33609
Years in Operation: 25
Employees: 22



POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 59 CLASS: B+ EXPIRES: 09/30/2024

OWNER NAME BRADLEY T LUNZ	LOCATION 58 LAKE MORTON DR LAKELAND
------------------------------	---

BUSINESS NAME AND MAILING ADDRESS THE LUNZ GROUP 58 LAKE MORTON DR LAKELAND, FL 338015344	CODE S40810 ACTIVITY TYPE PROFESSIONAL LICENSE (IF APPLICABLE)
--	---

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR PAID - 1695537 08/14/2023 OPY OLP 57.75	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE DISPLAYED AT THE BUSINESS LOCATION THE LUNZ GROUP
---	--





TAB 5

IS THE FIRM A “CERTIFIED
WOMAN OR MINORITY BUSINESS
ENTERPRISE”

IS THE FIRM A “CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE”

The Lunz Group and it's proposed subconsultants listed in this submittal are not Certified Woman or Minority Business Enterprises. However, The Lunz Group recognizes the importance of diversity and inclusion in today's business landscape and are dedicated to supporting and empowering underrepresented groups in our field. By embracing diversity in all its forms, we aim to contribute to a more equitable and inclusive economy, where every individual has the opportunity to thrive. We actively seek opportunities to collaborate with minority and women-owned businesses when possible; in this case, we would collaborate with Polk County to actively seek a MWBE certified GC/CMAR and/or work with the GC/CMAR to utilize local MWBE certified suppliers/vendors.



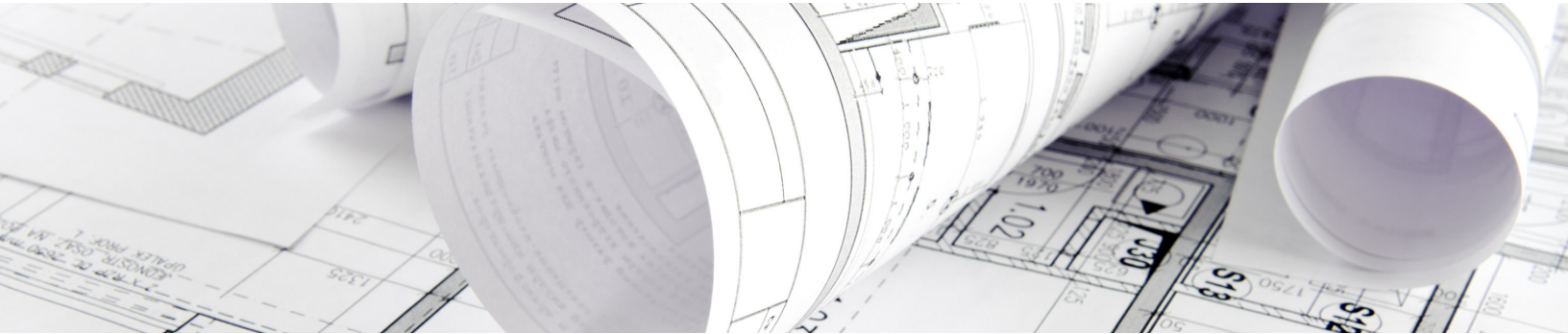
A photograph of the Folk County Sheriff's Office building, a modern structure with large glass windows and a brick facade. The building is set against a clear blue sky. In the foreground, there is a parking lot and some landscaping. The text "FOLK COUNTY SHERIFF'S OFFICE" and "Northeast District Command" is visible on the building's facade. Two flagpoles with the American flag and another flag are in front of the building. A tall light pole stands to the right of the building.

TAB 6

INTERACTION WITH COUNTY AND REGULATORY AGENCY STAFF

INTERACTION WITH COUNTY AND REGULATORY STAFF

INTERACTION WITH POLK COUNTY | Our team's combined municipal experience in consultation, design, administration, permitting, governing regulations and construction phase services gives us the specific understanding of how to work with our regulatory agencies, facilities management, the sheriff's office, department divisions, elected officials and stakeholders, as well as the local community. Our attention to detail and ability to fast-track submission often means much less time in the permitting process – meaning a quicker project start-up for construction. Our decades of experience working with the County have provided us with the knowledge and understanding of working with Polk County facilities, elected officials and stakeholders and regulatory agencies in the County.



EXPERIENCE WITH AGENCIES | The Lunz Group's more than 30 year working relationship with Polk County has given us the knowledge and experience in working with our local regulatory agencies. Our team has the experience and working relationships within the County as it relates to the several aspects of a project, including permitting, construction, applications, consultation, governing regulations, SWFWMD and more. We consider ourselves to be an extension of the municipality's staff and are committed to the success of the projects we take on.





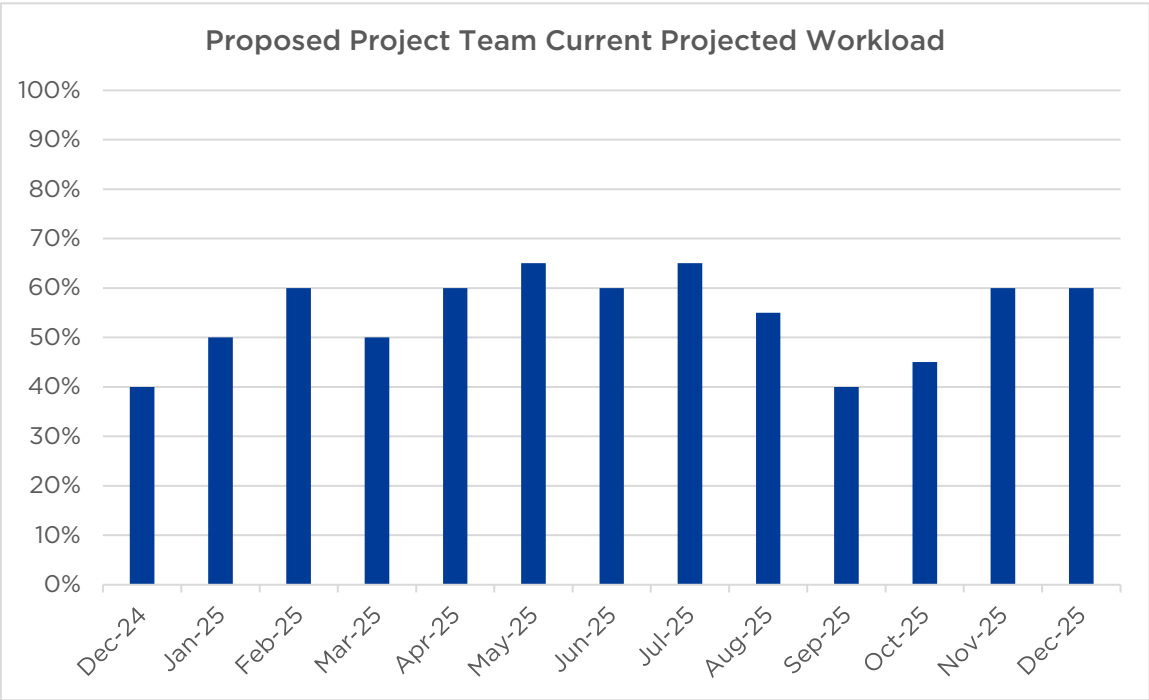
TAB 7

TIMELY COMPLETION OF
PROJECTS

TIMELY COMPLETION OF PROJECTS

CURRENT & FUTURE WORKLOAD

Built with a staff of more than 23 degreed professionals, The Lunz Group team includes five (5) licensed architects alongside additional staff composed of designers, technical personnel and a dedicated administrative staff. Our team also maintains additional certifications and professional affiliations beyond professional licensure including one (1) LEED AP and one (1) Registered Residential Contractor. Not only that, but our team members are invested in our communities as well, serving on various committees, community boards and chairing local organizations for numerous causes and community development efforts. With this level of staffing, we have the capability to successfully accommodate several projects simultaneously. Below is an estimated projected workload that is tentative and subject to change.



KEY PERSONNEL ANTICIPATED AVAILABILITY

- Gregory Selvidge, Senior Project Manager | Anticipated 50% Availability
- Emily Breheny, Project Architect | Anticipated 70% Availability
- Trent Chamberlain, Senior Project Architect, QA | Anticipated 5% Availability
- Bradley T. Lunz, Principal In Charge | Anticipated 10% Availability
- Craig Fennig, Managing Director | Anticipated 5% Availability
- Production Staff Design Support | Anticipated 100% Availability

Our team meets regularly with our consultants to discuss the status of the project. The Project Manager conducts a weekly walk-through of tasks to be completed for the following week to ensure tasks are being managed and completed on schedule. Specifically, timeline schedule charts and budget analysis are discussed; near-term deliverables are defined. This process alerts the team to tasks that are pending or falling behind schedule so that steps can be planned to bring those tasks back to schedule compliance. Our Leadership team meets weekly for resource planning. During all phases of the project, our team tracks budget adherence and assures quality, to ensure the county is receiving an exceptional attention and all efforts are made to ensure expectations are met and there is a timely completion.



TAB 8

SURVEYS OF PAST PERFORMANCE

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Steve McMillan (Name of Person completing survey)
Polk County (Name of Client Company/Contractor)
Phone Number: 863.534.5511 Email: stevemcmillan@polk-county.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Polk County Utilities Operations

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: \$423,000 Ending Cost: \$423,000

Contract Start Date: 2016 Contract End Date: 2018

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Steve McMillan (Name of Person completing survey)
Polk County (Name of Client Company/Contractor)
Phone Number: 863.534.5511 Email: stevemcmillan@polk-county.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Polk County Roads & Drainage Office Annex

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: \$275,000 Ending Cost: \$275,000

Contract Start Date: 2018 Contract End Date: 2020

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Steve McMillan _____ (Name of Person completing survey)

Polk County Sheriff's Office / Polk County _____ (Name of Client Company/Contractor)

Phone Number: 863-534-5527

Email: stevemcmillan@polk-county.net

Total Annual Budget of Entity \$8,100,000.00 - CIP Project Budget

Subject: Past Performance Survey of Similar work:

Project name: Polk County Sheriff's Burnham-McCall Training Center

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: \$586,708.00 Ending Cost: \$586,708.00

Contract Start Date: 2021 Contract End Date: 2024

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: Steve McMillan

Please fax or email the completed survey to: marketing@lunz.com

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Hye (Jay) Kwag (Name of Person completing survey)

City of Plant City (Name of Client Company/Contractor)

Phone Number: 813.365.4929 Email: hkwag@plantcitygov.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Utilities and Solid Waste Department Facility

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: 290,550 Ending Cost: TBD

Contract Start Date: November 2023 Contract End Date: Est. February 2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	NA
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Hye (Jay) Kwag

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com



TAB 9

ADDENDA ACKNOWLEDGMENTS

ADDENDA **ACKNOWLEDGMENTS**

October 31, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 24-643, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions/answers and clarification.

Tabatha Shirah

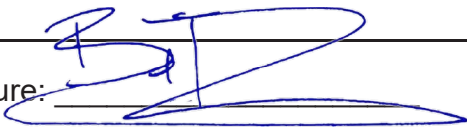
Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____



Printed Name: Bradley T. Lunz

Title: President and CEO

Company: The Lunz Group

ADDENDA **ACKNOWLEDGMENTS**

November 6, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 2

RFP 24-643, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions/answers.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: 

Printed Name: Bradley T. Lunz

Title: President and CEO

Company: The Lunz Group

ADDENDA **ACKNOWLEDGMENTS**

November 12, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 24-643, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions/answers.

Tabatha Shirah

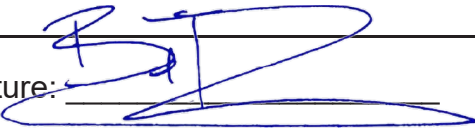
Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____



Printed Name: Bradley T. Lunz

Title: President and CEO

Company: The Lunz Group



May 19, 2025

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830

RE: RFP 24-643 Architectural & Engineering Services for the Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building
TLG Project No. 24171.01

Dear Procurement Division:

Thank you for inviting The Lunz Group to provide our proposal for professional services to Polk County ("Client"). The Lunz Group looks forward to partnering and collaborating with you and your team to develop the Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building, located in Polk County, Florida. Upon your review of our qualifications, we are confident you will conclude our project team has the required expertise to ensure a successful project outcome. We look forward to the opportunity to discuss our proposal with you and your team at your earliest convenience.

Approach + Methodology

At The Lunz Group, we approach every project the same way: by listening. We listen to your vision, goals, and challenges. We ask the pivotal questions to ensure your investment meets you at a higher value. We recognize values beyond the mere built environment, emphasizing the importance of your vision. Prior to the design process, we work closely with you to identify and address any anticipated or existing obstacles.

Understanding your needs and expectations forms the foundation of our approach. Not every project is one-size-fits-all. We compose the right team around your project's needs. Our agility, adaptability, and collaborative spirit enables us to pivot swiftly and effectively. Our expertise is in identifying where the value of your budget should go. We ensure transparent communication and effective resource allocation, always keeping your vision at the forefront. Throughout the project lifecycle, we foster collaboration and partnership, measuring our success together.

The Lunz Group is comprised of design thinkers; we integrate our passion and technical expertise in everything we do. Our team focuses on innovative problem-solving by leveraging technology and providing a human-centered design approach. We seek to create environments not only to fulfill functional requirements, but also to enhance the quality of life for users. Throughout our proposed services, The Lunz Group will engage closely with the client in various capacities, which may include design charrettes, biweekly check-in meetings, and comprehensive review periods for design documents, tailored to suit the project's unique needs.

We provide full-service design, documentation, and quality control services driven by our unwavering commitment to our work and our clients. At The Lunz Group, success is defined by exceeding our client's expectations, delivering designs that create solutions and buildings that last beyond our lifetime.

Project Understanding

Per the RFP Notice 24-643 we understand the project scope is the following: The intent of the Sheriff's office – Polk County Joint-Use Warehouse & Facilities Management Administration building project is to design and build a 100,000 square foot warehouse with 15,000 square feet of office space located within the warehouse. 80,000 square feet will be for the Sheriff's property & evidence storage and supply operations which includes 5,000 square feet of office space. 10,000 square feet will be for Polk County's emergency supply storage. 10,000 square feet will be for Facilities Management Administrative offices. The desired structural system is tilt-wall concrete construction. The site will be located where the old juvenile facility currently resides between Clower Street and Hospital Road, which is approximately 7 acres.

If the project construction (excluding site costs) is greater than \$15,750,000.00, the base building design fee shall be increased by multiplying the percentage established in the base building fee (6.15%) by cost over the estimated cost of construction of \$15,000,000.00.

Scope of Services

Architectural and consultants services are to include design/documentation, bidding and administration of the project from concept to completion of the new building. Architecture and interior design/documentation will be performed by The Lunz Group. Civil, structural, MEP/FP engineering, cost estimating and landscape design will be performed by consultants to The Lunz Group. The architect's estimator consultant will develop a cost estimate at the end of each design phase. The architect and consultants will provide Programming, Schematic Design, Design Development, Construction Document/ Permitting, Bidding and Construction Administration phase services.

Additional basic scope of services include:

- Attend and participate in all design progress/review meetings.
- Participate in all modeling reviews and reporting.
- Provide constructability design reviews and reporting.
- Participate in all value engineering design reviews and reporting (as an additional service.)
- Participate in master project scheduling and reporting services.
- Participate and provide all site and buildings permitting signed and sealed document services.
- Participate in all pre-construction and construction progress coordination meetings.
- Coordinate and participate in all closeout documentation requirements and meetings.

Time Schedule for Services

Start-Up Time: Two (2) weeks after receipt of pre-design information, written authorization to proceed, and initial payment.

I – Pre-Design Services: Two (2) weeks.

- Architectural 11 x 17 Pre-Design Presentation
- Civil Engineering
 - Pre-Application Meetings
 - Civil Site Research
 - Civil Preliminary Geotechnical Exploration

Plus time for Client Review, Approval, and Authorization to Proceed.

II – Schematic Design Phase Services: Three (3) weeks.

- 50% Schematic Design Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Schematic Design Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

III – Design Development Phase Services: Eight (8) weeks.

- 50% Design Development Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Design Development Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

IV – Construction Documents/Permitting Phase Services: Eight (8) weeks.

- 50% Construction Documents Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Construction Documents Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

V – Bidding Or Negotiation Phase Services: Four (4) weeks

Plus time for Client Review and Award on Construction Contract.

VI – Construction Phase Services: Forty (40) weeks

VII – Post Completion Services: Zero (0) week

Compensation for Professional Services

The Lunz Group will provide professional services on a lump sum basis. Client will pay The Lunz Group a fee of **\$1,117,825.00** including allowances. The base building design fee is 6.15% based on the anticipated \$15,000,000 vertical building cost. The percentage is in line with the Department of Management Services (State of Florida) Fee Curve. Invoices shall be issued monthly based on a percent complete basis. Changes to the scope of work including changes to previously approved documents, project schedule, project scope, project budget, or scope of services will result in additional services. The additional services will be performed at the hourly rates below or for an agreed upon lump sum.

Lump Sum Fee Breakdown

Architectural & Engineering

a. Concept Design	\$ 84,575.00
b. Schematic Design	\$139,375.00
c. Design Development	\$276,750.00
d. Construction Documentation	\$276,750.00
e. Bidding/ Permitting Phase Services	\$ 1,000.00
f. Construction Administration Phase Services	\$137,375.00

Base Building Design Sub-Total: \$915,825.00

Site Design

g. Meetings & Coordination	\$ 10,000.00
h. Pre-application Meetings	\$ 2,500.00
i. Site Research/ Concept Plan	\$ 8,750.00
j. Site Coordination (A/MEP/Structural)	\$ 15,000.00
k. Civil Site – Schematic Design	\$ 17,750.00
l. Design Development	\$ 26,000.00
m. Civil Construction Documents	\$ 26,500.00
n. Civil Site Permitting	\$ 12,000.00
o. Geotechnical Engineering	\$ 15,000.00
p. Limited Construction Administration Services	\$ 18,500.00

Site Design Sub-Total \$152,000.00

Site Design & Architectural & Engineering Sub-total **\$1,067,825.00**

Allowances (Additional Services)

Allowances \$50,000.00

Allowance Sub-Total \$50,000.00

Total Fee with Allowances **\$1,117,825.00**

Potential Services for Allowances:

This list is not inclusive of all potential services and the services are not limited to these described below.

- | | |
|---|---|
| - Signal Warrant Analysis | - Sand Skinks Surveys |
| - Wetland JD/ Endangered Species Survey | - Water Source Evaluation |
| - Polk County Required Flood Study | - Major Traffic Analysis (TIA) |
| - SUE – (including Level B and A) | - Wayfinding |
| - Intersection Control Evaluation | - Cultural Resource Assessment |
| - Gopher Tortoise Relocation/ Permitting | - Impact Fee Analysis |
| - CCD/CO revisions after approved submissions | - Environmental Site Assessments |
| - Detailed Quantity Surveys | - LEED/ WELL/ Green Globe Certification |
| - Life Cycle Cost analysis | - BIM Model with LOD higher than 300 |
| - Specialty Lightning | - Record Drawings |
| - MOT plans | - Marketing/ Lease Brochures |

Reimbursable Expenses

Reimbursable Expenses are expenses incurred by The Lunz Group and The Lunz Group’s consultants that are not included in the fee shall be billed per Polk County Policy.

Fast Track Process

In the event the Client chooses to take advantage of the potential time and cost savings benefits of fast-track processes, Client acknowledges that it has been advised that the Project will be affected. Some of the effects include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated Construction Documents for permitting, bidding, and construction purposes. Client acknowledges that the Project will likely require associated coordination, design, and redesign of parts of the Project after Construction Documents are issued and the Construction Contract is executed and may require removal of work-in-place, all which events may cause an increase in the Cost of the Work and/or an extension of the Project construction schedule. Therefore, Client acknowledges the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from fast-track processes.

Design Approval

Client shall designate a project manager as the main contact of Client for communication with The Lunz Group in relation to this Project. Client shall immediately notify The Lunz Group in writing of any change to the project manager and/or their contact information Client’s project manager shall have the authority to administer all aspects of this Contract on behalf of Client. Client’s project manager shall attend all project meetings with The Lunz Group, especially the initial kick-off meeting, and shall ensure that any other members of Client’s staff required for approvals are also in attendance at the initial kick-off meeting. Revisions to The Lunz Group’s design consulting documents required to accommodate comments provided by Client’s staff not in attendance at the initial kickoff meeting shall be compensated as an Additional Service, unless agreed otherwise by The Lunz Group.

Agreement

By signing below, Client agrees to the provisions of this proposal and agrees to pay The Lunz Group in accordance with those terms stated. Authorizing services described in this proposal shall be construed to mean agreement with the provisions of this proposal. If this proposal is not executed within 30 days from the issue date, The Lunz Group reserves the right to review Compensation, Payment Schedule, and Staffing Commitments. Until the time a formal AIA or other standard form of agreement between Client and Architect is executed this proposal and its associated terms and conditions will be the agreement between the Client and Architect for professional services.

Submitted by:

Signature

Bradley T. Lunz, AIA, NCARB
Printed Name

President & CEO, The Lunz Group
Title

March 3, 2025
Date

EXHIBIT B

SCOPE OF SERVICES

Consultant intends to provide programming and complete architectural and engineering services, see Exhibit Bii for project specific scope of services.

Consultant's services will be as specifically described below:

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including:

- 1.1.1. Project Decision Structure
- 1.1.2. Project Directory
- 1.1.3. Consultation
- 1.1.4. Research
- 1.1.5. Communications; Meeting Minutes, Meeting Agendas (For meetings called by Consultant during the Design phases of the project)
- 1.1.6. Direction of the work of architectural, engineering and other consultant personnel

1.2. Disciplines Coordination/Document Checking consisting of:

- 1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.
- 1.2.2. Review and checking of documents prepared for the Project by the Consultant and the Consultant's Consultants.

1.3. Agency Consulting/Review/Approval services, including:

- 1.3.1. Agency consultants
 - 1.3.1.1. County agencies
 - 1.3.1.2. Regional agencies
 - 1.3.1.3. State agencies
- 1.3.2. Research of critical applicable regulations.
- 1.3.3. Preparation of written and graphic explanatory materials.

1.4. Owner Coordination, including:

- 1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

- 1.5.1. Participate in establishment and updating of design schedule in conjunction with CM for the performance of the Architect's services throughout the design of the project. Key decision making points will be identified on this schedule.

- 1.6. **Presentation services** consisting of presentations and recommendations by the Consultant to the following client representatives:

- 1.6.1. Board of County Commissioners
- 1.6.2. Executive Task Force
- 1.6.3. User group(s)
- 1.6.4. Construction Manager/Contractor

PHASE I PROGRAMMING & MASTER PLANNING

2. NEEDS ASSESSMENT/ DATA COLLECTION

2.1. Space Needs Assessments

- 2.1.1. Parking Analysis

2.2. Analysis of the site and its surroundings to include the following:

- 2.2.1. Land Utilization
- 2.2.2. Building locations
- 2.2.3. Utility Systems
- 2.2.4. Surface and subsurface conditions (By Owner)
- 2.2.5. Vegetation (By Owner)
- 2.2.6. Survey (By Owner)
- 2.2.7. Land Use Restrictions
- 2.2.8. Historical analysis
- 2.2.9. Stormwater retention/detention areas

3. FUNCTIONAL PROGRAMMING

3.1. Prepare a detailed architectural program based on the scope established in Phase I to include the following services:

- 3.1.1. Functional Requirements Analysis
- 3.1.2. Interior Development Guidelines
- 3.1.3. Space Standards
- 3.1.4. Preliminary Program Space Estimates
- 3.1.5. Space and Equipment Program
- 3.1.6. Special Building System Requirements
- 3.1.7. Micro-Adjacency Requirements
- 3.1.8. Prepare Final Draft Program
- 3.1.9. Prepare Final Program Report

~~4. Intentionally Omitted~~

- ~~4.1.1~~

PHASE II: DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

5. DESIGN SERVICES

5.1. Architectural Design/Documentation:

- 5.1.1. During the Schematic Design Phase, responding to program requirements and preparing:
 - 5.1.1.1. Conceptual Planning/Massing Options
 - 5.1.1.2. Final Conceptual Site and Building Plans
 - 5.1.1.3. Preliminary Sections and Elevations
 - 5.1.1.4. Preliminary Selection of Building Systems and Materials
 - 5.1.1.5. Development of Approximate Dimensions, Areas and Volumes
 - 5.1.1.6. Perspective sketch – eye level
 - 5.1.1.7. Study model
- 5.1.2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - 5.1.2.1. Plans, sections and elevations
 - 5.1.2.2. Typical construction details
 - 5.1.2.3. Three-dimensional sketch
 - 5.1.2.4. Study model
 - 5.1.2.5. Final materials selection
 - 5.1.2.6. Equipment layouts
- 5.1.3. During the Contract Documents phase consisting of preparation of Drawings and specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

5.2. Structural Design/Documentation:

- 5.2.1. During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
 - 5.2.1.1. A structural system
 - 5.2.1.2. Alternate structural systems, if required
- 5.2.2. During the Design Development phase consisting of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:
 - 5.2.2.1. Basic structural system and dimensions
 - 5.2.2.2. Final structural design criteria

5.2.2.3.Foundation design criteria

5.2.2.4.Preliminary sizing of major structural components

5.2.2.5.Critical coordination clearances

5.2.3. During the Contract Documents phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.

5.3. Mechanical Design/Documentation:

5.3.1. During the Schematic Design phase, prepare a narrative, consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

5.3.1.1.Energy source(s)

5.3.1.2.Energy conservation and controls system concepts

5.3.1.3. Heating and ventilating (systems selections and conceptual sizing and configuration analysis.)

5.3.1.4. Air conditioning (systems selections and conceptual sizing and configuration analysis.)

5.3.1.5.Plumbing

5.3.1.6.Fire protection

5.3.1.7.General space requirements

5.3.2. During the Design Development phase consisting of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:

5.3.2.1.Approximate equipment sizes and capacities

5.3.2.2.Preliminary equipment layouts

5.3.2.3.Required space for equipment

5.3.2.4.Required chases and clearances

5.3.2.5.Acoustical and vibration control

5.3.2.6.Visual impacts

5.3.2.7.Energy conservation measures

5.3.3. During the Contract Documents phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

5.4. Electrical Design/Documentation

5.4.1. During the Schematic Design Phase, prepare a narrative, consisting of consideration of alternate systems, recommendations regarding basic

electrical materials, systems and equipment, analyses, and development of conceptual solutions for:

5.4.1.1.Power service and distribution

5.4.1.2.Lighting

5.4.1.3.Communication and data infrastructure and outlet location systems

5.4.1.4.Fire detection and alarms

5.4.1.5.General space requirements

5.4.1.6.Audio/Visual systems

5.4.2. During the Design Development phase consisting of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:

5.4.2.1.Criteria for lighting, electrical and communications systems

5.4.2.2.Approximate sizes and capacities of major components

5.4.2.3.Preliminary equipment layouts

5.4.2.4.Required space for equipment

5.4.2.5.Required chases and clearances

5.4.3. During the Contract Documents phase, consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the electrical requirements for the Project.

5.5. Civil Design/Documentation:

5.5.1. During the Schematic Design phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:

5.5.1.1.On-site utility systems

5.5.1.2.Fire protection systems

5.5.1.3.Drainage systems

5.5.1.4.Paving

5.5.2. During the Design Development phase consisting of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.

5.5.3. During the Contract Documents phase, consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.

5.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater/Environment Management (Local, State, and Federal) shall be prepared for execution by the Owner. Permit applications to be paid by

Owner. All necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. County shall designate individual who has authority to sign permit applications.

5.6. Landscape Design/Documentation:

- 5.6.1. During the Schematic Design phase, prepare narrative conceptual design solutions, which will be developed for land forms, hardscape, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
- 5.6.2. During the Design Development phase, Schematic Design documents will be further developed including outline Specifications and materials lists to establish final scope and preliminary details for landscape work.
- 5.6.3. During the Contract Documents phase, the Drawings and Specifications based on approved Design Development documents, setting forth in detail the landscape and hardscape construction requirements for the Project will be prepared.

5.7. Interior Design/Documentation:

- 5.7.1. During the Schematic Design phase consisting of space allocation and departmental utilization plans based on functional relationships:
 - 5.7.1.1. Types and qualities of finishes and materials for furniture, furnishings, and equipment.
- 5.7.2. During the Design Development phase consisting of continued development and expansion of interior Schematic Design documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:
 - 5.7.2.1. Interior construction of the Project
 - 5.7.2.2. Special interior design features
 - 5.7.2.3. Space planning
 - 5.7.2.4. Materials, finishes and colors
 - 5.7.2.5. Furniture and equipment layouts
- 5.7.3. During the Contract Documents phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.

5.8. Environmental Graphic Design Services: The scope shall include interior and exterior sign types and graphic elements to provide a comprehensive and cohesive signage and wayfinding system for users of the facility.

- 5.8.1. Design Development:
 - 5.8.1.1. Consider design approaches; determine elements needed for identity, information and wayfinding.

- 5.8.1.2.Begin development of sign prototypes.
- 5.8.1.3.Develop preliminary location plans.
- 5.8.2. Construction document preparation.
- 5.8.3. Construction observation and submittal review.
- 5.8.4. Interior sign types to include:
 - 5.8.4.1.Primary room ID (changeable name inserts in some locations).
 - 5.8.4.2.Restroom ID.
 - 5.8.4.3.Stairway ID and stairway level ID.
 - 5.8.4.4.Building Code required ID.
 - 5.8.4.5.Fire exit plan.
 - 5.8.4.6.Building directories.
- 5.8.5. Exterior sign types include:
 - 5.8.5.1.Main entrance identification.
 - 5.8.5.2.Vehicular directional.
 - 5.8.5.3.Regulatory / Warning identification.
 - 5.8.5.4.Parking areas; handicap parking, authorized vehicles, visitor parking, etc.

5.9. Materials Research/Specifications:

- 5.9.1. During the Schematic Design phase consisting of:
 - 5.9.1.1.Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
 - 5.9.1.2.Investigation of availability and suitability of alternative materials, systems and equipment.
- 5.9.2. During the Design Development phase consisting of activities by in-house personnel in:
 - 5.9.2.1.Development of architectural and engineering project specific draft Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.
 - 5.9.2.2.Coordination of similar activities of other disciplines.
 - 5.9.2.3.Production of design manual including design criteria and outline specifications or material lists.
- 5.9.3. During the Contract Documents phase consisting of activities of in-house architectural personnel in:
 - 5.9.3.1. Review of the development and preparation of bidding and procurement information prepared by the Construction Manager.

- 5.9.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).
 - 5.9.3.3. Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 - 5.9.3.4. Coordination of the development of Specifications by other disciplines.
 - 5.9.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.
- 5.10. At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Document) the A/E shall provide the Owner with two (2) sets of drawings and specifications.

6. **BIDDING OR NEGOTIATION SERVICES**

- 6.1. **Bidding Materials services** consisting of organizing and handling Bidding Documents for:
- 6.1.1. Coordination
 - 6.1.2. Reproduction by County
 - 6.1.3. Completeness review
- 6.2. **Addenda services** consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.
- 6.3. **Bidding/Negotiation services** consisting of:
- 6.3.1. Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.
- 6.4. **Analysis of Alternates/Substitutions** consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals.

7. **CONSTRUCTION ADMINISTRATION**

- 7.1. **Submittal Services** consisting of:
- 7.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
 - 7.1.2. Distribution of submittals to Construction Manager/Contractor.
 - 7.1.3. Related communications.
- 7.2. **Observation services** consisting of periodic visits to the site at intervals appropriate to the state of the work or as otherwise agreed by the County and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will

be in accordance with Contract Documents; preparing related reports and communications, and attendance at progress review meetings at the site.

7.2.1. Site visitation by Project Manager or Project Architect every other week.

7.2.2. Periodic site visits by other staff to observe the progress of the project.

7.3. Responses to Requests for Information (RFI)

7.3.1. Responding to requests for clarifications or additional information related to the Contract Documents

7.4. Supplemental Documentation services consisting of:

7.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Construction Manager or the Owner.

7.4.2. Providing guidance to the Construction Manager in conjunction with the Owner relative to changed requirements and schedule revisions.

7.5. Quotation Requests/Change Orders consisting of:

7.5.1. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified. Changes shall be clearly defined.

7.5.2. Review of proposals from Construction Manager for reasonableness of quantities and costs of labor and materials.

7.5.3. Review and recommendations relative to changes in time for Substantial Completion.

7.5.4. Review on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.

7.5.5. Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.

7.5.6. Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7.6. Contract Cost Accounting services consisting of:

7.6.1. Review of records of payments on account of the Contract Sum and all changes thereto.

7.6.2. Evaluation of Applications for Payment and certification thereof.

7.6.3. Review and evaluation of expense data submitted by the Construction Manager for Work under cost-plus-fee arrangements.

7.7. Interpretations and Decisions consisting of:

7.7.1. Review of claims, disputes, or other matters between the Owner and Construction Manager relating to the execution or progress of the Work as provided in the Contract Documents.

7.7.2. Rendering written decisions.

- 7.8. Project Closeout services** initiated upon notice from the Construction Manager that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.
- 7.8.1. Review with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.
 - 7.8.2. Recommendation of the amounts to be withheld until final completion.
 - 7.8.3. Intentionally Omitted
 - 7.8.4. Issuance of Certificate(s) of Substantial Completion.
 - 7.8.5. Inspection(s) upon notice by the Construction Manager that the Work is ready for final inspection and acceptance.
 - 7.8.6. Final inspection with the Owner's representative to verify final completion of the Work.
 - 7.8.7. Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).
 - 7.8.8. Issuance of final Certificate(s) for Payment.
 - 7.8.9. Final inspection of Water Distribution, Sewage Collection and Stormwater/ Environmental Management Facilities. Preparation of certifications to agencies along with record documents prepared based upon record information supplied by the Construction Manager. Services include one final inspection for each certification.

8. POST-CONSTRUCTION SERVICES

8.1. Record Drawing services consisting of:

- 8.1.1. Making arrangements for obtaining from Construction Manager information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work, including Change Directives, RFI's, ASI's, etc.
- 8.1.2. Review of general accuracy of information submitted and certified by the Construction Manager.
- 8.1.3. Preparation of record drawings electronically based on certified information furnished by the Construction Manager.
- 8.1.4. Transmittal of one set of full-size reproducible record drawings and general data, appropriately identified, to the Owner and others as directed. Two copies of all electronic data including CADD drawings on flash drive.

8.2. Warranty Review consisting of:

- 8.2.1. Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.

- 8.2.2. Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
- 8.2.3. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Construction Manager for correction of noted defects.

9. ADDITIONAL SERVICES/EXPENSES (not included in the base fee): See Exhibit “C” for additional Services.

9.1. Owner-Provided Services:

- 9.1.1. Intentionally Omitted
- 9.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.
- 9.1.3. Printing of all Contract Documents issued for bidding and construction.

9.2. Mock-Up Services relating to any space for study during the design phases and consisting of:

- 9.2.1. Design and documentation for the required mock-up.
- 9.2.2. Construction administration of mock-up construction activities.
- 9.2.3. Arrangements for testing performance of mock-up.
- 9.2.4. Review, analysis and reporting of results.

9.3. Prepare an Inventory of existing furniture and equipment that will be placed in the new facilities.

9.4. Value Engineering – Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain optimum value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer (“VE”) to perform the above review services to be complete at a stage no later than the completion of schematic design, or pay a mutually negotiated sum “at the time the services are requested” to Consultant to perform the above review services at a stage later than the completion of schematic design, Owner acknowledges that schedule and cost impacts may occur.

- 9.4.1. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to Consultant for its review and adequate time will be provided for Consultant to respond to these recommendations. Consultant may be compensated as an additional service for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and Consultant. Objections to any recommendations made by the VE shall be stated in writing. Owner agrees that Consultant shall not be responsible for any damage, cost or liability which arises in connection with, or as a result of, the incorporation of such design changes.

9.5. Commissioning – The performance of a functional and operational check of all systems and equipment to verify the installation is performing to the design criteria.

Consultant would prepare this service in conjunction with an independent contractor experienced in such activities.

- 9.6. **Structural Blast Resistance** - Analysis of building structural systems to resist loads imposed by blast forces on exterior of facility. This would require a additional blast consultant to be obtained.
- 9.7. **Security Systems:** The Security portion of the project will include the design and documentation of Electronic Security System from Schematic Design through Construction Administration Services. The Electronic Security System will include intrusion detection, access control, electronic door control and monitoring, operational intercom, fixed duress alarms, monitoring and control panels, CCVE systems, control room layouts, rough-ins for x-ray screening/magnetometer at entry lobby, and parcel screening. As part of the overall security plan Consultant will provide a site analysis to determine passive security measures to be incorporated for the facility. Deliverables for the above scope for each task are as listed below.
 - 9.7.1. **Schematic Design (SDs):** Consultant will provide a written security narrative describing the Electronic Security System, reflecting the design approach based on program requirements. In addition, Consultant will provide two people for a one day on site Security Workshop to validate the security program and establish the design intent.
 - 9.7.2. **Design Development (DDs):** Consultant will provide job specific draft specifications of the Electronic Security System including plans indicating device locations, and outline specifications, and equipment selections reflecting design approach. Consultant will provide one person for 1 day to attend an on-site design review with the Owner and Design Team members to review the Electronic Security System Design Development documents.
 - 9.7.3. **Construction Documents (CDs):** Upon completion of this review, Consultant will provide completed biddable documents including plans, details, schedules, riser diagrams, and specifications required to fully document the Electronic Security System. In addition, Consultant will provide, at the completion of the Construction Documents phase, Two copies of a Design Information Manual (DIM) outlining major equipment selections utilized as the basis of design for the Electronic Security Systems. Consultant will conduct mid-point design review with Owner and Design Team members to review the Electronic Security Construction Documents.
 - 9.7.4. **Bidding:** Consultant will review all questions related to the Electronic Security System submitted, and provide answers in written addendum as required.
 - 9.7.5. **Construction Administration (CA):** Consultant will provide one person for four, one day intermediate site visits during construction. In addition, upon written notification of substantial completion Consultant will provide two persons for one day (16 hours total) to review and test the Electronic Security System.
 - 9.7.5.1. Included in this phase of work is the review of security shop drawing submittals and written responses to security RFI from the contractor.

9.7.5.2.Deliverable for this phase of work will include a written field report for the intermediate site visits, and a final report and punch list of the site visit made following written notice of substantial completion.

9.7.6. **Expanded Security System Design** - The following systems and services can be provided in addition to the Electronic Security Design defined in previous sections:

9.7.6.1.Assistance Stations

9.7.6.2.Parking Area Equipment (cameras, card access control)

9.7.6.3.Wireless Duress

9.7.6.4.Hydraulic Barriers

9.7.6.5.Biometrics

9.7.6.6.Perimeter protection systems

9.7.6.7.Post Construction Services: Consultant will provide two people for one day (16 hours total) to conduct a pre-warranty expiration review of the electronic security system. The review will focus on inspection of equipment, operational functions, defects or deficiencies within the system and will be documented in report form and issued to the owner.

Exhibit Bii

Scope Of Services

Joint-use Warehouse & Facilities Management Administration Building
May 19, 2025

Project Delivery System

The Lunz Group's services, compensation, and time schedule for performance of services are based on the use of the Construction Manager at Risk with one prime construction contract project delivery system and are subject to adjustment if another delivery system is utilized.

Design Services

The Lunz Group proposes to provide professional services including architecture and interior design within The Lunz Group. Civil, Structural, MEP/FP engineering, Geotechnical and Landscape design consultation services will be provided through outside consultants contracted to The Lunz Group or their consultants.

The scope includes:

- Site Plan Layout
- Building Core and Shell
- Interior Public Spaces

Design Services Included in Proposal

DESIGN SERVICE/CONSULTANT	IN BASE PROPOSAL	CLIENT'S CONSULTANT	EXTRA SERVICE
Architecture The Lunz Group	✓		
Site Surveys		✓	
Geotechnical Investigations, Reports, and Recommendations Kimley Horn/ TBD	✓		
Environmental Surveys, Studies, or Reports		✓	
Landscape Design: Kimley Horn (Code requirement only)	✓		
Civil Engineer: Kimley Horn	✓		
Structural Engineer: TLC Engineering	✓		
Mechanical/Electrical/Plumbing Engineer: SGM Group	✓		
Telecommunications:			✓ ^{1.}
Interior Design Consultant: The Lunz Group	✓		
Graphic Design and Signage Consultant:			✓
Construction Cost Estimating Consultant:			✓
Audio-Visual Consultant:			✓ ^{1.}
Irrigation Consultant: (Part of landscape design)	✓		
Life Safety/Fire Protection: SGM Group	✓		
Security Consultant:			✓ ^{2.}

Notes to Above Table:

In Base Proposal: Included in Base Proposal. The Lunz Group will coordinate work of consultant.

Client's Consultant: The Lunz Group will coordinate with consultant retained directly by Client.

Extra Service: Consultant not included in Base Proposal but could be added upon Client's authorization.

1. The Client (The County and the Sheriff's Office) will provide the design. The Design team shall put the design on the documents. The Design Team will coordinate with the County for Security, IT, and AV design. The County shall provide the design.
2. The Client (the County and the Sheriff's Office) will provide access control design. The CMAR will include the vendor as a sole-source vendor in GMP.

I – Pre-Design Services

The Lunz Group will review existing relevant information provided by the Client. The Lunz Group shall be entitled to rely upon all such information not limited to site plans, surveys, topography, zoning, marketability reports, Client's Design Standards, Client's program, design and construction schedule, construction budget, adjacent sites/structures, building restriction, etc. The Lunz Group will provide Pre-Design services consisting of Listen and Idea phases to gather project data, document and validate success metrics and offer design solutions. These elements will be assembled into a Pre-Design Services Package for review and approval by the Client.

Listen

During the Listen phase, The Lunz Group team will seek to understand your project needs. Working with internal and external stakeholders to understand and document your project specific vision, mission and business needs as well as the project's success metrics. The Listen phase will encompass The Lunz Group's initial project startup and evaluation, creating team understanding of the full scope of the project and will conclude with the executive summary including information from the following:

Deliverables

- Executive Summary (11 x 17 digital presentation)
 - Review and coordination of Client supplied data.
 - Host Kick-off call with the Client and the Client's consultants to align the project team, schedule, budget and to establish the project's success metrics
 - Host Informing meeting to present site visit findings and jurisdictional due diligence.

Idea

The Idea phase is a highly collaborative phase where The Lunz Group, along with the Client and the Client's consultants, will develop and evaluate the project success metrics in order to create the ideas. The Lunz Group's project team will continue to analyze data from the Listen phase pushing the boundaries and defining what's possible.

Architectural Deliverables

- Meeting Minutes
- Pre-Design Services Package (11 x 17 digital presentation)
 - Host a Collaboration workshop with the Client and Client's consultants to establish a project vision for the look and feel of the architecture and interior design.
 - Written summary of goals, budget and schedule including Client's Design Standards, Program and Preliminary Project Description
 - Develop preliminary program and spatial relationship diagrams to determine the overall program and overall design direction.
 - Diagrammatic massing option One (1).
 - In house generated exterior or interior renderings (One (1) eye level, One (1) aerial view)
 - Host Pre-Design Presentation to present the final concepts to gain Client feedback, direction and approval, which will be basis of the Schematic Design phase.

Civil / Landscape Deliverables

- Survey services in support of the project shall be provided by the County. The survey will include topographic information and adjacent boundary lines within the proposed development areas. Full boundary surveys are assumed to not be needed

due to the large area being owned by the County. The following Survey services shall be performed under the responsible charge of a professional surveyor and mapper registered in the State of Florida:

- Preparation of a Topographic Survey for a portion of the final selected site. All work shall be in accordance with the Standards of Practice as set forth by Chapter 5J-17 of the Florida Administrative Code;
- Right-of-way lines and property lines shall be mapped from available public records & field control;
- Elevations shall be measured at an approximate 50-foot grid, together with observed grade breaks. Elevations shall be collected in a manner sufficient to generate one (1) foot contours;
- Topography shall extend for the full right-of-way of adjacent roadways, and 50 feet beyond the development areas;
- Elevations shall be referenced to the North American Vertical Datum of 1988;
- Visible evidence of utilities shall be located. Pipe material, sizes, and elevations shall be determined where accessible;
- Those trees within the upland portion of the subject property that are 5-inches d.b.h. and greater shall be located, mapped and classified by common name. Those trees that appear to be sick or dead shall be noted. NOTE: Trees will be located within the first 5 feet of the topographic overlap;
- All pavement striping shall be located and mapped;
- Right-of-way lines shall be mapped from available public records & field control;
- Pre-Application Meetings
 - Coordinate and attend one (1) pre-design or pre-application meeting with the Southwest Florida Water Management District (SWFWMD)
 - Coordinate and attend one (1) pre-application or pre-design meeting with the City of Bartow and the Polk County LDD.
- Site Research Kimley-Horn will review readily available online information and information provided by the Client and County to help assess the following:
 - Stormwater requirements based on previously approved permits
 - Existing utilities and potential for serving the site including water and sanitary sewer
 - Topographic limitations based on the Client's preliminary building footprint to be provided in CAD format
 - Review of applicable previous record drawings and asbuilt plans that are provided by the Client and/or County (if Available)
 - Provide a short memorandum summarizing our findings
 - Coordinate a flow test to determine available water design parameters with the City of Bartow.
 - Request sanitary sewer force main connection design parameters from City of Bartow Utilities.

Meetings

- Kick-off call One (1)
- Collaboration Workshop (One (1))
- Pre-Design Presentation (One (1))

II - Schematic Design Phase Services

Based on the approved Pre-Design Package, along with any adjustments authorized by the Client, The Lunz Group will provide schematic design documents based on the mutually agreed upon program, schedule and budget for project. The documents will establish the schematic design of the project illustrating the scale and relationship of project components. The documents will include preliminary site plan, floor plan, elevations, and sections as appropriate and preliminary selection of major systems and construction materials.

The schematic design documents will address the site and building massing, access and circulation, views to/from the building(s), concepts for grading, planting, paving and water retention as appropriate, the architectural character of site and exterior enclosures, the roof design, building functional issues, geotechnical issues, preliminary Structural System / MEP System and space requirements.

The Lunz Group will calculate areas and volumes to check the following against the program:

- Usable Area
- Area per Person
- Parking Count

Architectural Deliverables

- Meeting Minutes.
- Preliminary Code Research
- Preliminary Permitting Requirements Research
- Schematic Design Package.
 - Overall Illustrative Site Plan.
 - Life Safety Plans
 - Principal Floor Plans.
 - Roof Plan.
 - Main Building Elevations.
 - Overall Building Sections.
- Digital Study Models (up to Two (2))
- Perspective Sketches (up to Two (2))
- In house generated exterior or interior renderings (One (1) eye level, One (1) aerial view)
- Outline specifications.

Civil / Landscape Deliverables

- Civil Site
 - Kimley-Horn will prepare an engineered site plan and submit to the Client and County for up to two (2) rounds of comments to the site plan. Modify the site per the Client and County comments, as appropriate.
 - Preliminary Stormwater Analysis to determine stormwater management system dimension requirements.
 - Preliminary Utility Service Plan for water and sanitary sewer connections.
 - Preliminary Site Grading plan.
 - Provide the schematic sheets for inclusion in the Client's overall plan set.
- Geotechnical Engineering: Kimley-Horn and Associates will subcontract with Imperial Testing and Engineering, Inc. to provide a final geotechnical engineering evaluation for the proposed site infrastructure and building to include:
 - Call in a utility locate.
 - Mobilize to the site with drill rig and water trailer.
 - Install four (4) standard penetration tests (SPT) to 40 feet deep inside the footprint of the building.
 - Install seven (7) soil borings to 10 feet in the proposed pavement areas.
 - Install six (6) soil borings to 15 feet in the proposed stormwater pond area.
 - Conduct horizontal and vertical permeability tests at two locations within the pond.
 - Determine the seasonal high-water table at select boring locations.
 - Abandon the boreholes with native soil or bentonite.
 - Conduct necessary laboratory testing for classification purposes up to: 8 -200 washes, 2 Atterberg Limit, 2 Loss on Ignition
 - Prepare a subsoil report with recommendations for foundation, pavement and stormwater pond design

Structural Deliverables

- Written narrative including assumed loading, structural gravity and lateral system.

MEP/FP Deliverables

- Mechanical Designs to include:
 - Energy calculations
 - Full HVAC throughout facility
 - Ductwork, diffuser, VAV, AHU, layout
 - Chilled water design (air cooled)
 - Electric heat
- Electrical Designs to include:
 - Power one-lines, calculations, device layout, circuiting
 - Lighting fixtures, plans, circuiting, controls, and photometry

- Fire alarm risers, layouts, and details
 - Voice/data risers, layouts, and details
 - Access control, Intrusion Detection
- Plumbing Designs to include:
 - Domestic hot/cold water and sanitary designs
 - Fixture selection
 - Storm drainage for facility interior
- Fire Protection Designs to include:
 - Fire protection hazard classifications
 - Full piping and head layout
- Sustainability goals for the Owner shall be adhered to with regard to mechanical unit selection, plumbing fixtures, and light fixtures for compliance with Energy Star.

Meetings

- Schematic Design Progress Meeting (One (1))
- Schematic Design Presentation (One (1))

III – Design Development Phase Services

Based on the approved Schematic Design Documents and adjustments authorized by the Client, The Lunz Group will proceed with design development. We will illustrate and describe the design establishing the scope, relationships, forms, size, and appearance of the project by means of plans, elevations, and sections, typical construction details, and equipment layouts. The documents will identify major systems and materials and in general their quality levels.

For review by regulatory agencies, The Lunz Group's design development documents will be submitted to the following departments, as applicable, for their early initial review and comments.

- Building Department
- Fire Marshall
- Department of Health
- Zoning Commission
- Planning Commission
- Design Review Board
- Polk County LDD for County Roads

For utilities, The Lunz Group will:

- Check availability and capacity.
- Initiate approval process by utility companies

The Lunz Group will update area and volume calculations to check the following against the program:

- Usable Area
- Area per Person
- Parking Count

The Lunz Group will review the drawings for the following disciplines to verify that the information reflects the design intent and to help avoid conflicts. BIM coordination meetings will occur to aid in collaboration and coordination. Models will be automatically clashed for interference checks via cloud clash detection software.

- Structural
- Mechanical
- Electrical
- Plumbing

Architectural Deliverables

- Meeting Minutes.
- Code Research

- Permitting Requirements Research
- Drawings
 - Overall illustrative Architectural Site Plan
 - Life Safety Plans
 - Floor Plan including
 - Typical and Special Room Layouts
 - Typical and Special Room Reflected Ceiling Plans
 - Roof plan indicating access and location of major equipment
 - Main Building Elevations
 - Typical Bay Fenestration
 - Overall Building Sections
 - Details
 - Typical Exterior Wall Sections
 - Typical Assembly Types
 - Key Exterior Details
 - Typical Partition Details
 - Typical and Special Interior Elevations
- Schedules
 - Typical Room Finish Schedule
 - Typical Door Schedule
 - Typical Glazing Schedule
- Equipment
 - Typical and Special Room Layouts
- Coordination
 - Typical ceiling spaces with architectural, structural, mechanical, and electrical elements
 - Typical shaft spaces with architectural, structural, mechanical, and electrical elements
- Digital study models (up to Two (2))
- Perspective sketches (up to Two (2))
- In house generated exterior or interior renderings (One (1) eye level, One (1) aerial view)
- Draft specifications

Civil / Landscape Deliverables

- Refine the site plan based on further developed architectural, structural, and building utility plans.
- Refine Stormwater Analysis to determine stormwater management system dimension requirements
- Preliminary demolition and erosion control plan
- Preliminary sizing of onsite storm drains
- Refine Utility Service Plan for water and sanitary sewer connections
- Preliminary lift station calculations
- Preliminary fire flow calculations (if required)
- Preliminary Site Grading plan
- Provide the schematic sheets for inclusion in the Client's overall plan set
- Provide preliminary code compliant landscape drawings and schematic
- Provide one (1) round of engineer's opinion of probable construction cost
- Code compliant Design Development level landscape plans

Structural Deliverables

- 20% level design with plans and typical details.

MEP/FP Deliverables

- Mechanical Designs to include:
 - Energy calculations
 - Full HVAC throughout facility

- Ductwork, diffuser, VAV, AHU, layout
 - Chilled water design (air cooled)
 - Electric heat
- Electrical Designs to include:
 - Power one-lines, calculations, device layout, circuiting
 - Lighting fixtures, plans, circuiting, controls, and photometry
 - Fire alarm risers, layouts, and details
 - Voice/data risers, layouts, and details
 - Access control, Intrusion Detection
 - AV/IT/Access Control/ Card Reader systems as specified/designed by Sheriff Office IT/ County
- Plumbing Designs to include:
 - Domestic hot/cold water and sanitary designs
 - Fixture selection
 - Storm drainage for facility interior
- Fire Protection Designs to include:
 - Fire protection hazard classifications
 - Full piping and head layout

Meetings

- Design Development progress meeting (One (1))
- Design Development Presentation (One (1))

IV – Construction Documents / Permitting Phase Services

The Lunz Group will provide Construction Documents based on the approved design development submission and updated project budget. The documents will be based on AIA A201-Current Edition General Conditions with The Lunz Group's modifications, and The Lunz Group Master Specifications. This will include detailed requirements for construction and include drawings and specifications that establish the quality level for systems and materials. The Lunz Group and its consultants will issue final construction documents to the local jurisdiction for permit review and approval, and address any comments in order to finalize the permitting process.

The Lunz Group will confirm that the following area and volume calculations meet the program:

- Usable Area
- Area per Person
- Parking Count

Architectural Deliverables

- Meeting Minutes
- Construction Documents for Bidding
- Construction Documents for Permitting
- Response to Governing Body Review Comments
- Project Book Specifications

Civil / Landscape Deliverables

- Civil Site Drawings to include:
 - Cover Sheet
 - Erosion and Sedimentation Control
 - Site Demolition and Clearing
 - Grading, Paving and Drainage
 - Stormwater Management
 - Roadway Widening Plan and Cross-Section Sheets (if required)
 - Utilities including potable water service connection and sanitary sewer service connection
 - Lift Station plan and details

- Civil Site Construction Details
- Stormwater Pollution Prevention Plan
- Code compliant landscape and irrigation plans
- Kimley-Horn will coordinate with Client to incorporate other utility services designed by others into the drawings. Such utilities shall be provided by the Client as an Xref in an AutoCad format. Such utilities may include, but are not limited to, electric, natural gas, fire suppression, telephone/telecom. Site lighting pole foundations, if any, will be included if provided by the Client as an Xref.
- Kimley-Horn will prepare specifications in the form of on-drawing notes. A separate specification manual is not included in this proposal.
- Prepare final drainage calculations consistent with the City of Bartow and SWFWMD's design criteria for the stormwater management system associated with the project, as applicable. The drainage calculations will be used to size required ponds and set grades for the site. Hydraulic calculations will be prepared to size the stormwater collection and conveyance system. Prepare a stormwater report summarizing the analysis and results.
- Provide analysis and design for a private lift station that will serve the development. The design will include supporting calculations for wet well size, lift station pump size, and hydraulic calculations for the force main size. A lift-station plan with supporting details will be included in the construction documents.
- Civil Site Permitting Kimley-Horn will prepare permit applications and supporting documents for permit review with the following agencies:
 - City of Bartow – Site Plan/ Construction Document review
 - Southwest Florida Water Management District – Modification to the existing Environmental Resource Permit
 - Florida Department of Health Polk County – Exemption for Public Water Main Extension permit
 - Florida Department of Environmental Protection – Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System
 - Polk County LDD on County Owned Roads
 - Kimley-Horn will attend one (1) meeting per regulatory agencies. Revisions to construction documents are limited to two (2) per agency.

Structural Deliverables

- Construction Documents
 - 50% level design with plans, specific and typical details
 - 100% Construction/Permit Documents
 - Signed and sealed construction/permit drawings

MEP/FP Deliverables

- Mechanical Designs to include:
 - Energy calculations
 - Full HVAC throughout facility
 - Ductwork, diffuser, VAV, AHU, layout
 - Chilled water design (air cooled)
 - Electric heat
- Electrical Designs to include:
 - Power one-lines, calculations, device layout, circuiting.
 - Lighting fixtures, plans, circuiting, controls, and photometry.
 - Fire alarm risers, layouts, and details.
 - Voice/data risers, layouts, and details.
 - Access control, Intrusion Detection.
- Plumbing Designs to include:
 - Domestic hot/cold water and sanitary designs.
 - Fixture selection.
 - Storm drainage for facility interior.
- Fire Protection Designs to include:
 - Fire protection hazard classifications.

- Full piping and head layout.

Meetings

- Construction Documents Progress Meeting (One (1))

Construction Phasing

Construction Documents will be produced in one package.

Bidding Documents

The Lunz Group will assist the Client in the preparation of bidding forms and requirements.

Conditions Of Construction Contract

The Lunz Group will review Client provided General Conditions and make recommendations for supplementary conditions.

V - Bidding Or Negotiation Phase Services

- Services include:
 - On site pre-bid conference (One (1))
 - Response to bidders' requests for clarifications

VI –Construction Phase Services

The Lunz Group will provide Construction Phase services as set forth in AIA A201-Current Edition General Conditions, with The Lunz Group's modifications.

Deliverables

- As described in AIA A201-Current Edition General Conditions, with The Lunz Group's modifications
- The review of shop drawing and finish submittals includes one resubmission.

Meetings

- Scheduled visits to the property to review the work (up to quantities in travel section below)

Construction Period

This Scope of Services is based on a 20 (20) bi-weekly construction period to Substantial Completion. Services provided after this timeframe shall be compensated as Additional Services. The Lunz Group has identified five hundred and forty (540) man hours associated with the construction administration of the project. Any time beyond what is identified can be addressed as an additional service.

VII – Post Completion Services

No Post Completion services included.

Travel

Proposal includes travel to project location, Client's office or teleconference for coordination with the Client and its consultants, meetings or presentations as outlined below.

Person-trips	Kick Off	Pre-Design	SD	DD	CD	CA
Architecture	1	2	2	2	1	22
Civil / Landscape	1	1	1	1	1	4
Structural	1	1	1	1	1	4
MEP/FP	1	1	1	1	1	4
Total	4	5	5	5	4	34

Construction Cost Estimates

The Lunz Group will review estimates prepared by Construction Manager at Risk at each phase for scope and conformance with the drawings.

Qualifications

The following items are qualifications to the proposal outlined above.

- The Lunz Group, at its option, will utilize REVIT software for drawings. For Specifications and Finish Schedules, The Lunz Group may use any or all of the following software: Excel, Word, Studio Designer, or InDesign. We will provide design documents based on a mutually agreed program, schedule and budget for the project. All consultants working with The Lunz Group will adhere to The Lunz Groups BIM Execution Plan.

Architectural Additional Services

The following items are services that are additional to the proposal outlined above. These services will only be provided if requested by the Client and will be billed at the hourly rates noted herein or as a lump sum depending on the nature of the service. These would be eligible for use against the Allowance line item.

- Change Orders, Change Directives or revisions to the design and construction documents after previous Client approvals.
- Value engineering and modification to design and construction documents and specifications requiring preparation of design and construction documents for alternate pricing or re-pricing.
- Preparation of Construction Documents for Alternates.
- Additional submission packages exceeding the number specified in our basic services.
- Cost Estimation
- Detailed Quantity Survey of the Project.
- Attendance at multiple Pre-Bid Conferences.
- Field visits and Construction Phase Services or providing scheduled periodic representation in the field during construction beyond that stipulated in our basic services.
- Substantial Completion Inspections in excess of one inspection.
- Final Completion Inspections in excess of one inspection.
- Services in connection with the activities of separate construction contractors.
- Professional services due to default of the Client's consultants, other design professionals, General Contractor or by major defects in the work.
- Submissions for Government approval other than for building permit.
- Review and approval of proposed alternates or substitutes.
- Coordination and review of the Client's other consultants' drawings and specifications requiring adjustments and modifications to The Lunz Group's documents.
- Multiple Reviews of Shop Drawings and Submittals beyond one (1) original review and one (1) resubmittal.
- Acoustical Design Services.
- Specialty Lighting Design Services.
- Building Commissioning Services.
- Renderings and Models beyond those stipulated in our basic services.
- Electronic Modeling (walkthroughs and fly-bys).
- Wind Analysis.
- Life Cycle Analysis.
- Marketing / Leasing Brochures.
- Record Drawings prepared from the General Contractor's as-built drawings upon completion of project.
- Meeting time beyond that stipulated in our basic services.
- Enhanced clash detection to help with model coordination before construction phase.
- BIM Model with LOD higher than 300.
- LEED or WELL certification.
- Low Voltage systems.

Civil / Landscape Additional Services

- Flood study or FEMA permitting
- Traffic due diligence/ Traffic Impact Analysis
- MOT plans
- Sand Skink surveys

- Impact fee analysis
- Preparation of sketch and legal descriptions for proposed easements
- Design for signage, hardscape, and enhanced landscaping
- Cultural Resource Assessment Survey
- Architectural or structural engineering services
- Site lighting
- Hardscape design
- Environmental Site Assessments, hazardous material surveys or abatements.
- Grease traps, oil/grit separators, fuel tanks, pumps or other hazardous material storage/ secondary containment.
- Tortoise survey/ relocation fees
- Any environmental permitting not specifically included.
- Tree mitigation surveys or services.
- Phase I, Phase II ESA
- Any services not specifically defined in the Scope of Services
- The following information shall be provided by the Client and/or County. Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client.
 - Site record and/or asbuilt drawing information for the existing site in AutoCAD
 - Permit application/review fees
 - Architectural Conceptual Site Plan in AutoCad Format

Structural Additional Services

- AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4.
- Construction site visits or attendance at design review meetings, as requested by the Owner or Client, in excess of the number of site visits defined in this proposal.
- Value Engineering meetings and subsequent engineering or design revisions to incorporate accepted value engineering items, including changes to system design after construction documents have been completed.
- Significant revisions to the program, design philosophy or Architectural plans after Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
- Design phase restart if the project is put on hold for any reason, exceeding 45 days.
- BIM Modeling level of detail, Model deliverables and TLC's role in the coordination process beyond the scope identified.
- Detailed project phasing, preparation of multiple phasing plans, or preparation of multiple sets of construction documents or document packages.
- Change in applicable code, resulting in redesign effort or expenses.
- Document reproduction beyond those required for in-house coordination and submittals as outlined above.
- Design of swimming pool or aquatic features.
- Design of site features, signs, and other amenities outside of building footprint and not directly attached to the building. (Ex: canopies/awnings, site retaining/sound walls, light pole/flag poles & foundations, generator/trash enclosures, benches, bollards, etc.).
- Delegated designs such as cold-formed steel framing, pre-cast and steel stairs, aluminum framing, handrails/guardrails, mechanical curb/frames and their attachment to structure, etc.
- Development of "as-built" or record drawings.
- Detailed cost estimating services.
- Design of unconventional foundation systems including vibrocompaction, vibroflotation, piles, mat foundation, or design to accommodate potential sinkhole activity. Proposed design is based on conventional spread foundation systems.
- Contractor design requests/means and methods such as tower cranes and foundations, scaffolding, temporary access points into the building, temporary construction equipment/loading the building, staging of material or equipment, etc.
- Threshold/AHCA Inspection Services.
- Information to be furnished by the client
 - Copy of Owner-Architect Agreement.
 - Updated, CAD-generated pre-bordered base sheets, site plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (TLC standard is Revit).

- Catalog cut sheets for Owner-furnished equipment and equipment requiring structural support. Cut sheets shall indicate all weights and support conditions.
- Reliable and accurate existing drawings. Extensive field verification or development of as-built documentation of existing systems is not anticipated or included in our scope.
- Any special engineering survey limitation considerations, notably areas where asbestos is present within the facility.

MEP/FP Additional Services

- Progress cost estimates of construction costs are excluded from our scope of services.
- Redesign to provide for VE ideas to be incorporated.
- Any permitting cost including but not limited to application fees, agency fees, impact fees and environmental fees.
- Fundamental and enhanced commissioning are excluded. These services can be provided by SGM at additional cost.

Client's Responsibilities

Prior to commencement of the work, the Client shall furnish to The Lunz Group full information as to their design requirements, operational standards and guidelines, preliminary program, project schedule, total budget broken down for all areas, and all such information which shall be pertinent to the creation and carrying out of the project's design intent.

The Client shall designate a single representative authorized to act in the Client's behalf who shall make decisions with respect to the project. The Client, or such authorized representative, shall examine the design documents submitted by The Lunz Group and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the process of The Lunz Group's design services.

The Lunz Group shall provide information and specifications for products and their manufacturer, sufficient to convey design intent. However, The Lunz Group will not bear any liability, should the Client choose to have the product made by a third party. It is the sole responsibility of the Client not to infringe on any copyright, trademark or design-right of the original manufacturer specified.

Client warrants that in transmitting existing documents prepared by other designers or design professionals, or any other information, Client is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

End Of Scope of Services

Exhibit C

Compensation

Polk County Sheriff's Office - Polk County Joint-use
Warehouse & Facilities Management Administration Building

Compensation for Professional Services

The Lunz Group will provide professional services on a lump sum basis. Client will pay The Lunz Group a fee of **\$1,117,825.00** including allowances. The base building design fee is 6.15% based on the anticipated \$15,000,000 vertical building cost. The percentage is in line with the Department of Management Services (State of Florida) Fee Curve. Invoices shall be issued monthly based on a percent complete basis. Changes to the scope of work including changes to previously approved documents, project schedule, project scope, project budget, or scope of services will result in additional services. The additional services will be performed at the hourly rates below or for an agreed upon lump sum.

Lump Sum Fee Breakdown

Architectural & Engineering

a. Concept Design	\$ 84,575.00
b. Schematic Design	\$139,375.00
c. Design Development	\$276,750.00
d. Construction Documentation	\$276,750.00
e. Bidding/ Permitting Phase Services	\$ 1,000.00
f. Construction Administration Phase Services	\$137,375.00
Base Building Design Sub-Total:	\$915,825.00

Site Design

g. Meetings & Coordination	\$ 10,000.00
h. Pre-application Meetings	\$ 2,500.00
i. Site Research/ Concept Plan	\$ 8,750.00
j. Site Coordination (A/MEP/Structural)	\$ 15,000.00
k. Civil Site – Schematic Design	\$ 17,750.00
l. Design Development	\$ 26,000.00
m. Civil Construction Documents	\$ 26,500.00
n. Civil Site Permitting	\$ 12,000.00
o. Geotechnical Engineering	\$ 15,000.00
p. Limited Construction Administration Services	\$ 18,500.00
Site Design Sub-Total	\$152,000.00
Site Design & Architectural & Engineering Sub-total	\$1,067,825.00

Allowances (Additional Services)

Allowances	\$50,000.00
Allowance Sub-Total	\$50,000.00
Total Fee with Allowances	\$1,117,825.00

Potential Services for Allowances:

This list is not inclusive of all potential services and the services are not limited to these described below.

- | | |
|---|---|
| - Signal Warrant Analysis | - Sand Skins Surveys |
| - Wetland JD/ Endangered Species Survey | - Water Source Evaluation |
| - Polk County Required Flood Study | - Major Traffic Analysis (TIA) |
| - SUE – (including Level B and A) | - Wayfinding |
| - Intersection Control Evaluation | - Cultural Resource Assessment |
| - Gopher Tortoise Relocation/ Permitting | - Impact Fee Analysis |
| - CCD/CO revisions after approved submissions | - Environmental Site Assessments |
| - Detailed Quantity Surveys | - LEED/ WELL/ Green Globe Certification |
| - Life Cycle Cost analysis | - BIM Model with LOD higher than 300 |
| - Specialty Lighting | - Record Drawings |
| - MOT plans | - Marketing/ Lease Brochures |

Reimbursable Expenses

Reimbursable Expenses are expenses incurred by The Lunz Group and The Lunz Group's consultants that are not included in the fee shall be billed per Polk County Policy.

Fast Track Process

In the event the Client chooses to take advantage of the potential time and cost savings benefits of fast-track processes, Client acknowledges that it has been advised that the Project will be affected. Some of the effects include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated Construction Documents for permitting, bidding, and construction purposes. Client acknowledges that the Project will likely require associated coordination, design, and redesign of parts of the Project after Construction Documents are issued and the Construction Contract is executed and may require removal of work-in-place, all which events may cause an increase in the Cost of the Work and/or an extension of the Project construction schedule. Therefore, Client acknowledges the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from fast-track processes.



EXHIBIT D
SCHEDULE OF REIMBURSABLES

- | | | |
|----|---|--|
| 1. | Subcontractor Services | Actual Costs |
| 2. | Travel Expenses | In accordance with Chapter 112.061, F.S.;
and further defined in the Polk County Employee Handbook. |
| 3. | Postage, Fed Express, UPS | Actual Costs |
| 4. | Pre-approved Equipment
(includes purchase and rental of equipment used in project) | Actual Costs |



Polk County
Board of County Commissioners

Agenda Item G.3.

6/17/2025

SUBJECT

Approve agreement with The Lunz Group, LLC, for architectural & engineering services for a new roadway maintenance facility. (\$556,277.00 one-time expense)

DESCRIPTION

The Facilities Management Division requested Procurement solicit proposals from qualified firms to design a new roadway maintenance facility to include administrative offices, equipment storage buildings, and work bays for the Fleet Division to expand their ability to service county vehicles. This new facility will replace the current maintenance facility located in Mulberry. Services include, permitting, bidding and construction administration services.

The facility being replaced is located at 900 NE 5th Street, Mulberry, FL. As a result of population growth and associated roadway maintenance needs, the County needs to expand the facility. The relocation of the Mulberry facility was included in a feasibility study performed by CMHM Architects, which was completed in August of 2024. This study identified the County owned property located at 3000 Sheffield Road, Winter Haven as a suitable location due to its central location which aligns with future maintenance service areas. As with the new Utilities warehouse-operations building to be located at 200 Westview Drive, Davenport, FL, the Board recently approved on February 4, 2025, it is recommended to also add work bays for the Fleet Division to perform maintenance of roadways vehicles on site, reducing the time it takes to drive the vehicles to Bartow.

Request for Proposal (RFP) 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility was issued, and six firms submitted proposals. On March 4, 2025, the Board approved the selection committee's recommendation to enter into contract negotiations with The Lunz Group, LLC.

The attached agreement is the result of those negotiations.

The services are estimated to be completed within 686 days yet the agreement will stay in place through completion of the construction.

RECOMMENDATION

Approve agreement with The Lunz Group, LLC, for architectural & engineering services for a new roadway maintenance facility in the amount of \$556,277.00.

FISCAL IMPACT

Funds are available in the Transportation Millage Fund.

CONTACT INFORMATION

Tabatha Shirah
Procurement Analyst
(863) 534-5935
tabathashirah@polk-county.net <mailto:tabathashirah@polk-county.net>

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing Architectural and Engineering services for the new Roads & Drainage Division Mulberry Roadway Maintenance Facility here as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

Description: This Request for Proposal is to select an experienced Architectural firm to provide Architectural and Engineering services for the new Roads and Drainage Division Mulberry Roadway Maintenance Facility located at an undisturbed site adjacent to the County's current Roadway Maintenance Office located at 3000 Sheffield Road, Winter Haven, located between Bartow and Winter Haven.

Receiving Period: Prior to 2:00 p.m., Wednesday, January 8, 2025

Bid Opening: Wednesday, January 8, 2025 at 2:00 p.m. or as soon as possible thereafter.

Special Instructions: A **MANDATORY** pre-proposal meeting will be held Tuesday, December 17, 2024, 10:00 a.m. at the Roads & Drainage Meeting Room , located at 3000 Sheffield Road, Winter Haven, FL 33880. An authorized representative or agent of the Proposer must be present at this meeting in person, as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive. A **MANDATORY** site visit will immediately follow. An authorized representative or agent of the Proposer must be present at the meeting and site visit as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive.

To obtain a copy of the site feasibility study 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 "**RFP 24-699, Proposal Attachments**", select "Open" or "Save As" to download the proposal documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polk-county.net.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Friday, December 20, 2024, 4:00 p.m.

RFP REGISTRATION

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

RFP Number: 24-699

RFP Title: Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

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

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830**

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	24-699
RFP Title	Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility
Due Date/Time:	January 8, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to

2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email tabathashirah@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 24-699 Tab 1"

"RFP 24-699 Tab 2"

"RFP 24-699 Tab 3"

"RFP 24-699 Tab 4"

"RFP 24-699 Tab 5"

"RFP 24-699 Tab 6"

"RFP 24-699 Tab 7"

"RFP 24-699 Tab 8"

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

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

**POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director**

REQUEST FOR PROPOSAL 24-699

**Architectural & Engineering Services for Roads & Drainage Division Mulberry
Roadway Maintenance Facility**

Sealed proposals will be received in the Procurement Division, Wednesday, **January 8, 2025 prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <http://www.polk-county.net/boccsite/doing-business/bids/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by December 20, 2024, 4:00 p.m.

Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757**

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional architectural and engineering services for a new Mulberry Roadway Maintenance Facility for the Roads and Drainage Division.

Polk County's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). The Professional Services Selection Committee will review the qualifications of all submitting firms.

It is the intent of the County to select and negotiate a Consulting Agreement with one (1) architectural firm.

The County will negotiate a fee schedule and or overall lump sum price as part of "Selection Process", Elevation Level 4, Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). Polk County's Procurement Procedure's Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

In accordance with Section 287.055(10), Florida Statutes, or any applicable amending or replacement statute, this provision of the RFP shall serve as the County's public notice that any plans, drawings or designs developed by the successful Proposer(s) on behalf of the County pursuant to this RFP or any agreement, authorization, purchase order or other contract resulting therefrom, are subject to be reused by the County at some future time in accordance with the aforementioned statute.

All services must be performed in accordance with applicable Federal, State and Local regulations.

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

The primary intent of the project is to design and construct a new roadway maintenance facility replacing the existing aging building structures with an office, fleet, and equipment storage buildings.

Scope of Services

The Architectural and Engineering services are to include, but not limited to; the following work categories necessary to permit and construct the new buildings:

- a) Attend and participate in all design progress/review meetings.
- b) Participate in all modeling reviews and reporting.
- c) Provide all programming, schematic design (SD), design development (DD),
- d) and construction document (CD) level design documents.
- e) Provide constructability design reviews and reporting.
- f) Participate in all value engineering design reviews and reporting.
- g) Participate in master project scheduling and reporting services.
- h) Attend all pre-bid meetings.

- i) Provide bidding assistance review services.
- j) Attend all bid related meetings.
- k) Provide review of all bid tabulation results and a GMP.
- l) Participate and provide all site and buildings permitting signed and sealed
- m) document services.
- n) Provide all design and sub consulting services.
- o) Participate in all pre-construction and construction progress coordination
- p) meetings.
- q) Coordinate and participate in all closeout documentation requirements and
- r) meetings.
- s) Provide complete design documents and specifications.

FTP Site

Polk County Roads and Drainage, Roadway Maintenance Unit Relocation Site Feasibility and Programming Study can be found on the FTP Site for further site information.

AGREEMENT

The term of this agreement will begin upon the effective date of the agreement through acceptance and approval of the County of all deliverables to be outlined in the agreement.

The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three-ring binder (original and each copy in separate binders). For the purposes of this RFP, one page equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 – Executive Summary

(Items a-c: Maximum of two (2) pages)

- a) Name, company name, address, telephone number, and email address.
- b) State the number of years in business, as the same company/firm.
- c) State the number of full-time employees.
- d) Provide documentation showing proper incorporation by the Secretary of State.
- e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Tab 2 –Approach to Project (35 Points)

(Maximum of four (4) pages)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project.
- Please describe the specific abilities of the firm/team in regard to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Briefly describe firm's quality assurance/quality control program.

Tab 3 – Experience, Expertise, Personnel & Technical Resources (35 Points)

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the architectural services for a building of similar size and scope. (Limit response to one (1) page per project)
- For each project please provide:
 - a. Name and location of the project;
 - b. Size and cost of the project;
 - c. Project representative name, address, phone number, and email address;
 - d. Date project was completed or is anticipated to be completed; compare to the original date.
 - e. The nature of the firm's responsibility on the project;
 - f. Identify the key staff and their role in each project;
 - g. Identify working relationship of consultants or joint venture on project, if applicable;
 - h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
 - i. List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name and current position held by the person
 - b) Name, title and project assignment
 - c) Experience:
 - 1) Types of projects.
 - 2) Size of projects (dollar value of project).
 - 3) What were their specific project involvements?
- Demonstrate each key staff's availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff member)
- Identify sub consultants to be used, if any. For each sub consultant identified please provide
 - Their locations that can be utilized to expedite a deliverable if required.
 - A brief description of their experience outlining their qualifications to perform the intended services

- A brief resume for each key personnel that will be assigned to perform the intended services.

Tab 4 Is the Firm a “Polk County Entity”? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity, then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources to qualify for point allocation.
- Provide documentation of the Proposers’ headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Provide documentation of the sub-consultant’s headquarters and local offices, if any, and the amount of time the sub-consultant has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
 - The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 5 Is the Firm a “Certified Woman or Minority Business Enterprise” (5 Points)

- Polk County Board of County Commissioners has a long-standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company’s certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page)

- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business, then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County's certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
- If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
 - Valid W/MBE Certification from one of the following:
 - Florida Minority Supplier Development Council
 - Women Business Enterprise National Council
 - The State of Florida Office of Supplier Diversity
 - Florida Department of Transportation
 - U. S. Small Business Administration
 - Federal Aviation Authority
 - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6 – Interaction with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, stormwater management permitting, consultation, governing regulations; and other related activities. Describe the firm's ability to work with the County's Facilities Management Division, Roads & Drainage Division, Procurement Division, Building Division, Land Development Division, and County Attorney's Office staff in order to successfully fulfill the scope of service. Demonstrate the firm's

knowledge of permitting process, as well as local regulatory agencies, including, but not limited to SWFWMD and FDEP. (Limit response to one (1) page)

Tab 7 – Timely Completion of Projects (5 Points)

- Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. (Limit response to two (2) pages maximum)

Tab 8 – Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for all projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all three surveys and score as follows
 - Average Score between 9-10 10 Points
 - Average Score between 7-8 8 Points
 - Average Score between 5-6 6 Points
 - Average Score between 3-4 4 Points
 - Average Score between 1-2 2 Points
 - Average Score of 0 0 Points

BID OPENING

Proposers attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

Selection Process

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.
- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).
- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:
 - Local (Tab 4) 5 points
 - W/MBE Certification (Tab 5) 5 Points
 - Surveys of Past Performance (Tab 8) 10 points
 - Subtotal Points 20 points

by the process stated under each corresponding Tab description as set forth on Pages 9-11.

- 1) Each Selection Committee member shall score each Proposal on the following evaluation criteria:
 - Approach to Project (Tab 2) 35 Points
 - Experience, Expertise, (Tab 3) 35 Points
Personnel, and Technical Resources
 - Interaction w/ County & Regulatory (Tab 6) 5 points
Agencies
 - Timely Completion of Projects (Tab 7) 5 points
 - Subtotal Points 80 points

by the following process:

- 1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:
 - EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
 - VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.
 - GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.
 - FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.
The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an

adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee will elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee shall elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

The Selection Committee may be required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User Division, with the assistance of Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer(s) in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. 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 firm'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 firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability 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
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 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 and Products/Completed 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 coverages;

Independent Contractors; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent 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 or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

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.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBEs are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <http://www.polk-county.net/boccsite/doing-business/bids/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

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

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A copy of the Consulting Agreement to be entered into with the successful proposer(s) is included with this RFP as Attachment A.

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

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST

Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <http://www.polk-county.net/docs/default-source/procurement/protest-procedures.pdf?sfvrsn=2>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The Consultant 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 consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to

termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTORNEY'S FEES AND COSTS:

Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

PUBLIC RECORD LAWS

(a) The 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**

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included then Procurement will only use those identified under Tab 3.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (A&E Services for Hillsborough County Roads & Drainage Operations Facility), Etc.
COST OF SERVICES	Cost of services (\$250,000.00)
DATE COMPLETE	Date when the services were completed. (i.e. 12/31/2014)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 8
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT 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 CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

NONGOVERNMENTAL AGENCY

SIGNATURE

PRINT NAME

TITLE

DATE

ATTACHMENT A – Sample Architectural & Engineering Services Agreement

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County, a political subdivision of the State of Florida, 330 W. Church Street, Bartow, Florida 33830, hereinafter referred to as the “County”, and _____, located at _____, herein referred to as the “Consultant”, and whose Federal Identification Number is: _____.

WHEREAS, the County requires certain architectural and engineering services for the design and master plan for the Polk County Agricultural Center Complex Design and Master Plan. The first work phase will include the development of a master plan, design of the project based upon the master plan, develop a cost estimate for construction, bid the project and construction administration and close out documentation, all to be performed in Polk County for the construction of the new Polk County Agricultural Center Complex (the “Project”); and,

WHEREAS, the County has solicited for these professional services via RFP 24-642, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

WHEREAS, pursuant to the RFP, the County has selected the Consultant and the Consultant remains agreeable to providing the County the professional services described herein, and the Consultant represents that it is 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 parties hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date of its execution by the County (the “Effective Date”).

1.2 The Agreement Term shall be from the Effective Date through completion of both parties’ obligations hereunder, unless otherwise sooner terminated as provided herein.

2.0 Consultant Services - General

The County does hereby retain the Consultant to furnish those services and to perform those tasks as set forth and described in (i) the County’s Request for Proposal RFP #23-132, to include all attachments and addenda, (ii) the Consultant’s responsive proposal thereto, and (iii) the Lawrence W. Crow Demolition and Sallyport Architectural and Engineering Design Services Scope of Work (collectively, (i) (ii), and (iii) are “RFP 23-132”), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit “A” and made a part of this Agreement, together with those services set forth and described on Exhibit B “Scope of Services” attached hereto and incorporated herein, and as may be otherwise set forth herein (collectively, the “Services”).

3.0 Project Administration Services

3.1 The Consultant shall manage the Consultant's services and administer the Project. The Consultant shall consult with the County, research applicable design criteria, attend Project meetings, and communicate with members of the Project Team and issue progress reports. The Consultant shall coordinate the Services provided by the Consultant and the Consultant's sub-consultants with those services provided by the County and the County's other Project consultants.

3.2 When Project requirements have been sufficiently identified, the County may require the Consultant to prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the County, design services furnished by the Consultant, completion of documentation provided by the Consultant, commencement of construction and Substantial Completion of the Project Improvements to be made based upon the final, approved Construction Documents.

3.3 When developing the design for the Project the Consultant shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics.

3.4 Upon request of the County, the Consultant shall make a presentation to explain the design of the Project to representatives of the County.

3.5 The Consultant shall submit design documents to the County at intervals appropriate to the design process for purposes of evaluation and approval by the County. The Consultant shall be entitled to rely on written approvals received from the County in the further development of the design.

3.6 The Consultant shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.7 EVALUATION OF BUDGET AND COST OF THE WORK.

3.7.1 When the Project requirements have been sufficiently identified, the Consultant shall prepare a preliminary estimate of the Cost of the Work (as the term is defined in Section 46.2, below). This estimate may be based on current area, volume or similar conceptual estimating techniques. The Consultant shall advise the County of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the estimate of the Cost of the Work exceeds the County's budget, the Consultant, at no additional charge, shall make appropriate recommendations to the County to adjust the Project's size, quality or budget, and the County shall cooperate with the Consultant in making such adjustments.

3.7.2 The Consultant's preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work represent the Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the methods available to the Consultant when determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant

cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Consultant.

3.7.3 In preparing estimates of the Cost of the Work, the Consultant shall be permitted to include contingencies and allowances for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents (as the term is defined in Section 46.1, below); to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the County's budget for the Cost of the Work.

3.7.4 If bidding or negotiation has not commenced within 90 days after the Consultant submits the Construction Documents to the County, the budget for the Cost of the Work shall be adjusted to reflect any changes in the general level of prices in the construction industry.

3.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, and the County elects to revise the Project scope to reduce the Cost of the Work, then the Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit as a condition of this Agreement.

4.0 Evaluation and Planning Services

4.1 The County may furnish a program setting forth the County's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements. The Consultant shall provide a preliminary evaluation of the information furnished by the County under this Agreement, including the County's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Consultant shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the County of any other information or consultant services that may be reasonably needed for the Project.

4.2 The Consultant shall provide a preliminary evaluation of the County's site for the Project based on the information provided by the County of site conditions, and the County's program, schedule and budget for the Cost of the Work.

5.0 Design Services

5.1 SCHEMATIC DESIGN DOCUMENTS

5.1.1 The Consultant shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these

media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5.2 DESIGN DEVELOPMENT DOCUMENTS

5.2.1 The Consultant shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

5.3 CONSTRUCTION DOCUMENTS

5.3.1 The Consultant shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

5.3.2 During the development of the Construction Documents, the Consultant shall assist the County in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the County and the Contractor; and (2) the Conditions (General, Supplementary and other Conditions) of the Contract (the "Construction Contract") for Construction of the Project. The Consultant also shall compile the Project Manual that includes the Conditions of the Construction Contract and Specifications and may include bidding requirements and sample forms.

5.3.3 Progress submittals of final design documents shall be delivered to the County for review and approval, at the 50% Construction Document Phase, the 100% Construction Documents to be submitted for permit, and the 100% Construction Documents, approved for construction for each subproject. Such submittals shall be reissued as necessary to secure approval. County comments shall be incorporated into the next design phase of the work. Consultant is entitled to rely upon County's approval that the design conforms to the program at each stage. The County and the Consultant agree that they shall not proceed to the next design phase, including the Construction Phase, until they have mutually agreed that the Project is feasible in accordance with the budget approved by the County.

6.0 Contract Administration Services

6.1 GENERAL ADMINISTRATION

6.1.1 The Consultant shall provide administration of the Construction Contract between the County and its selected contractor (the "Contractor") as set forth in that contract.

6.1.2 The Consultant's responsibility to provide the Contract Administration Services under this Agreement commences with the Notice to Proceed to the Contractor and terminates at the issuance to the County of the final Certificate for Payment. However, the Consultant may be entitled to a Change in Services in accordance with Section 47.2 if Contract Administration Services extend 60 days after the date of Final Completion of the Work.

6.1.3 The Consultant shall be a representative of, and shall advise and consult with, the County during the provision of the Contract Administration Services. The Consultant shall have authority to act on behalf of the County only to the extent provided in this Agreement unless otherwise modified by written amendment.

6.1.4 Duties, responsibilities and limitations of authority of the Consultant under this Section 6.0 shall not be restricted, modified or extended without written agreement of the County and Consultant.

6.1.5 The Consultant shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Consultant and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

6.1.6 When reasonably required by the County, the Consultant shall on the County's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

6.1.7 On receipt of written request from either the County or Contractor, the Consultant shall interpret and decide any disputed or unresolved matters between the County and Contractor concerning the requirements and performance of the Work pursuant to the Contract Documents. The Consultant's response to such requests shall be made in writing within any time limits stated in the Construction Contract or as agreed among the parties.

6.1.8 Interpretations and decisions of the Consultant with respect to the matters described in section 6.1.7, above, shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Consultant shall endeavor to secure faithful performance by both County and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith.

6.1.9 The Consultant shall render initial decisions on claims, disputes or other matters in question between the County and Consultant as provided in the Contract Documents. However, the County's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

6.2 EVALUATIONS OF THE WORK

6.2.1 The Consultant, as a representative of the County, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the County and the Consultant, (1) to become generally familiar with and to

keep the County informed in writing about the progress and quality of the portion of the Work completed, (2) to guard the County against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

6.2.2 The Consultant shall report to the County known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant shall be responsible for the Consultant's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Sub-contractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

6.2.3 The Consultant shall at all times have access to the Work wherever it is in preparation or progress.

6.2.4 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized in writing, the Consultant and Contractor shall communicate through the County. Communications by and with the Consultant's sub-consultants shall be through the Consultant. The Consultant shall respond to the County with the Consultant's written responses or correspondence within a reasonable length of time.

6.2.5 The Consultant shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant, with the County's approval, will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith, either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the Consultant to the Contractor, Sub-contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. If the Consultant requires inspection or testing of the Work without the County's prior approval and deems the Work acceptable, then the Consultant will be responsible for any compensation due the Contractor.

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

6.3.1 The Consultant shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Consultant's certification for payment shall constitute a representation to the County, based on the Consultant's evaluation of the Work as provided in Paragraph 6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the

point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Consultant.

6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections beyond those inspections required pursuant to this Agreement, to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub-contractors and material suppliers and other data requested by the County to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.3.3 The Consultant shall maintain a record of the Contractor's Applications for Payment.

6.4 SUBMITTALS

6.4.1 The Consultant shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the County, Contractor or separate contractor. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.4.2 The Consultant shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Consultant shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Consultant. The Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.5 CHANGES IN THE WORK

6.5.1 The Consultant shall prepare Construction Change Directives and assist the County with the preparation of change orders and allowance authorizations for the County's approval and execution in accordance with the Contract Documents. The Consultant may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. If necessary, the Consultant shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

6.5.2 The Consultant shall review properly prepared, timely requests by the County or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Consultant to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Consultant determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Consultant may issue an order for a minor change in the Work or recommend to the County that the requested change be denied.

6.5.3 If the Consultant determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Consultant shall make a recommendation to the County, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Consultant shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Consultant. With the County's approval, the Consultant shall incorporate those estimates into a Change Order or other appropriate documentation for the County's execution or negotiation with the Contractor.

6.5.4 The Consultant shall maintain records relative to changes in the Work.

6.6 PROJECT COMPLETION

6.6.1 The Consultant shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the County, for the County's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

6.6.2 The Consultant's inspection shall be conducted with the County's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Consultant of Work to be completed or corrected.

6.6.3 When the Work is found to be substantially complete, the Consultant shall inform the County about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.6.4 The Consultant shall receive from the Contractor and forward to the County: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the County against liens.

7.0 Facility Operation Services

7.1 The Consultant shall meet with the County or the County's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

7.2 Upon request of the County, and prior to the expiration of one year from the date of Substantial Completion, the Consultant shall conduct a meeting with the County and the County's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the County.

8.0 Additional Services

8.1 The Consultant shall perform the additional Services as set forth and further described on Exhibit "B".

8.2 The following minimum Design Services and Contract Administration Services shall be provided by the Consultant without a Change in Services in accordance with Section 47.2:

8.2.1 A reasonable number of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Consultant.

8.2.2 Up to two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

8.2.3 Up to two (2) inspections for any portion of the Work to determine final completion.

8.3 The following Design and Contract Administration Services may be provided by the Consultant as a Change in Services in accordance with Section 47.2:

8.3.1 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Services, with prior approval by County;

8.3.2 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;

8.3.3 Evaluation of substitutions proposed by the County's consultants or contractors and making subsequent revisions to the Instruments of Service (as described in Section 47.1, below), with prior approval by County.

8.3.4 Preparation of design and documentation for alternate bid or proposal requests proposed by the County after the Guaranteed Maximum Price for the Work is established.

8.3.5 Contract Administration Services provided 60 (sixty) days after the date of Final Completion of the Work, as may be requested by the County.

9.0 Compensation

9.1 In consideration for its providing the Services, the County shall pay Consultant the lump sum amount stated in Exhibit "C", "Compensation", which is attached hereto and made a part of this Agreement. Exhibit "C" identifies the Services by Task Item; the Consultant shall bill the County for all Services it performs by the applicable Task Item.

9.2 The Consultant shall invoice the County monthly for Services rendered as outlined in Exhibit "C". All such invoices shall be based upon the percentage of work completed for each Task Item, as set forth on Exhibit "C", for the preceding month. Each invoice shall include a description of work performed or milestone achieved. No invoices shall be issued or paid for services that have not been performed.

9.3 All invoices must reference this Agreement number, using an invoice form approved by the County Auditor.

9.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of a correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Facilities Management Division

Attention: Division Director

2160 Marshall Edwards Drive

Bartow, FL 33830

9.5 In order for both parties herein to close their books and records for the Project, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

9.6 Payment of the final invoice for the Project shall not constitute evidence of the County's acceptance of the Work or Services.

9.7 A contract amendment/change order may be executed by both parties, after Substantial Completion, to incorporate any additional design fees due to the Consultant. The amendment shall be based upon 5% of the additional cost of the Work that has been added to the Project where the Consultant participated in the design process.

9.8 If the Services of the Consultant are changed as described in Section 47.2.1 or 47.2.2, the Consultant's compensation may be adjusted. Such adjustment shall be computed as a lump sum on a task-by-task basis, or, in the discretion of the County, in an otherwise equitable manner.

9.9 An allowance is included for additional services in the amount set forth in Exhibit C. This allowance shall only be used at the direction of the County with approval of the Facilities Management Director. Any unused portion of the allowance shall be returned to the County following final completion.

9.10 Forty (40) calendar days shall be allowed for the County's inspection and approval of the goods and services for which any invoice has been submitted.

9.11 No deduction shall be made from the Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to the Contractors.

9.12 If any work designed or specified by the Consultant during any phase of service is abandoned or suspended in whole or in part, the Consultant is to be paid for the Services performed prior to receipt of written notice from the County of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three months.

10.0 Reimbursable Expense

10.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the negotiated Scope of Work (Exhibit A-iii) and in accordance with the County's Reimbursable Schedule that is attached hereto as Exhibit "C" 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. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services described in this Agreement.

10.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the Agreement, and include:

Overnight Deliveries

Reproduction

10.3 Mileage shall be reimbursed in accordance with Section 112.061, Florida Statutes, and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

10.4 Reimbursable Expenses, including those of the sub-consultants, shall be reimbursed at cost.

10.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes, and County policy.

10.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Facilities

Management Division offices upon demand termination of the Agreement or the conclusion of the project, whichever occurs first.

10.7 The County shall reimburse the Consultant for any documents required over and above the number specified in this Agreement per the County's Reimbursable Schedule that is attached hereto as Exhibit "D".

11.0 Project Team

11.1 No later than the date it selects the Contractor, the County shall identify the initial members of its Project Team which will include the County's Designated Representative and the Consultant's Designated Representative. If it had not done so prior to that date, the Consultant will identify to the County the Consultant's Designated Representative. The Consultant's Designated Representative shall be authorized to act on the Consultant's behalf with respect to the Project.

11.2 The County hereby authorizes the County's Facilities Management Director to act as the County's agent and execute documents associated with the Project. Examples of these documents are Notices of Commencements, Certificates of Substantial and Final Completion and applications for permits from applicable agencies.

11.3 If in addition to the County's Designated Representative, the County designates any other person or entity with the right or duty to review the Consultant's submittals to the County, then the County shall specifically identify each such person and entity in a written notice to the Consultant.

12.0 Consultant's Standard of Care

12.1 The Consultant's Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Within ten (10) days following issuance of the Notice to Proceed, the Consultant shall submit for the County's approval a schedule for the performance of the Consultant's Services. This schedule shall include allowances for periods of time required for the County's review, for the performance of the County's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The Consultant or County shall not, except for reasonable cause, exceed time limits established by this schedule approved by the County.

12.2 Intentionally Omitted.

12.3 The Consultant shall maintain the confidentiality of information specifically designated as confidential by the County, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding. The Consultant shall require of the Consultant's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the County.

12.4 Except with the County's knowledge and prior express written consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Project.

12.5 The Consultant shall review laws, codes and regulations applicable to the Consultant's services. The Consultant shall design the Project to conform to the requirements imposed by governmental authorities having jurisdiction over the Project.

12.6 The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the County. The Consultant shall provide prompt written notice to the County if the Consultant becomes aware of any errors, omissions or inconsistencies in such services or information.

12.7 The Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

12.8 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

12.9 The Consultant shall, at no additional cost to County, re-perform Services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

12.10 The Consultant shall use skilled and competent personnel to perform the Services.

13.0 **Insurance**

13.1 **General Provisions**

13.1.1 The Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the County with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the County.

13.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of the County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

13.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the County.

13.1.4 Any failure by the Consultant to comply with the requirements of this section to provide insurance, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance;

13.1.5 The County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to

do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

13.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

13.1.7 All Consultants' sub-consultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

13.1.8 In the event that sub-consultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the sub-consultants' insurance coverage.

13.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

13.2 Comprehensive Automobile Liability Insurance. \$1,000,000/\$1,000,000 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.

13.3 Commercial General Liability. \$1,000,000/\$2,000,000 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

13.3.1 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.

13.3.2 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)

13.3.3 Policy must include Separation of Insureds Clause.

13.4 Professional Liability Insurance. \$2,000,000/\$2,000,000 for design errors and omissions, exclusive of defense costs. The Consultant shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the project is completed.

13.6 Worker's Compensation. Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

13.7 Employers' Liability. \$1,000,000.

14.0 Indemnification

14.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the County and the Consultant agree to allocate such liabilities in accordance with this Section 14.0.

14.2 Indemnification.

14.2.1 The Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and expenses (including, without limitation, attorneys' fees and costs and expenses incurred during negotiation, through litigation and all appeals therefrom), and including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, which directly or indirectly arise in connection with or result from (i) the failure of the Consultant to comply with applicable laws, rules or regulations, (ii) the breach by the Consultant of its obligations under any agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the Consultant's performance or non-performance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct of the Consultant, its professional associates, sub-consultants, agents, and employees; provided, however, that the 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. The obligations imposed by this Section shall survive the expiration or earlier termination of this Agreement.

14.2.2 The County's review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

14.2.3 The Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of sub-consultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

14.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 14.0 shall survive as if the Agreement were in full force and effect.

15.0 Independent Contractor

15.1 The Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

15.2 The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance.

15.3 The Consultant shall work closely with the County in performing Services under this Agreement.

15.4 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the County in any manner.

15.5 The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16.0 **Authority to Practice**

16.1 The Consultant hereby represents and warrants that it 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.

17.0 **Compliance with Laws**

17.1 In performance of the Services, the Consultant will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

18.0 Subcontracting

18.1 The County reserves the right to accept the use of any proposed subcontractor or sub-consultant of the Consultant (for purposes of this Section 18.0 referred to as a “sub-consultant”), or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant.

18.2 If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new sub-consultant by the County. Failure of a sub-consultant to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

19.0 Federal and State Taxes

19.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County’s Tax Exemption Number in securing such materials.

20.0 Public Entity Crimes

20.1 The Contractor declares and warrants that neither the Contractor nor any of the Contractor’s affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

21.0 County’s Responsibilities

21.1 The County shall be responsible for providing access to all County project sites, and providing information in the County’s possession that may reasonably be required by Consultant, including existing reports, studies, financial information, and other required data that are available in the files of the County.

22.0 Termination of Agreement

22.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Consultant.

22.2 This Agreement may be terminated by the County, in whole or in part, at any time, for the County’s convenience with or without cause immediately upon written notice to the Consultant.

22.3 Unless the Consultant is in breach of this Agreement, subject to the cure period provided in Section 42.1 below, by delivering written notice to the Consultant.

22.4 After receipt of written notice of termination of this Agreement, and except as otherwise directed by the County, the Consultant shall:

22.4.1 Stop work on the date and to the extent specified.

22.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

22.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

22.4.4 Continue and complete all parts of the work that have not been terminated.

22.5 The Consultant shall be paid for Services actually rendered to the County's satisfaction through the date of termination.

23.0 **Uncontrollable Forces (Force Majeure)**

23.1 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. 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.

24.0 **Governing Law and Venue**

24.1 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 the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

25.0 **Non-Discrimination**

25.1 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.

26.0 Waiver

26.1 A waiver by either the County or the 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

27.0 Severability

27.1 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.

27.2 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.

27.3 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.

27.4 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.

28.0 Entirety of Agreement

28.1 The County and the Consultant agree that this Agreement sets forth the entire understanding between the parties as to the subject matter contained herein, and that there are no promises or understandings between the parties other than those stated herein.

28.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and the Consultant pertaining to the Services, whether written or oral.

29.0 Modification

29.1 This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the County and the Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

30.0 Successors and Assigns

30.1 The County and the Consultant each binds itself and its partners, successors, assigns, executors, administrators and legal representatives to the other

party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

30.2 The Consultant shall not assign this Agreement without the prior express written approval of the County by written executed Amendment by both parties, which approval may be withheld in the County's sole and absolute discretion.

30.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Agreement and such substitution shall be affirmed by the County by executed Amendment.

31.0 Contingent Fees

31.1 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 bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

32.0 Truth-In-Negotiation Certificate

32.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

32.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this Certificate within one (1) year following payment.

3.0 Ownership of Documents

33.1 The Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, drawings, or other information, except for the Instruments of Service, as defined in Section 47 herein, shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. The Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by the Consultant.

34.0 Access and Audits

34.1 The Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

34.2 Misrepresentations of billable time or Reimbursable Expenses as determined by the County Auditor to Polk County, a political subdivision of the State of Florida shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

34.3 Intentional misrepresentations of billable hours and Reimbursable Expenses will be criminally prosecuted to the fullest extent of the law.

34.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

35.0 Notice

35.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Polk County Procurement Division
P.O. Box 9005, Drawer AS05
Bartow, FL 33831-9005
Attn: Procurement Director

As to Consultant: _____

35.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Email is acceptable notice effective when received, however, Emails received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

35.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Consultant and the County.

36.0 Service of Process

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: _____

37.0 **Key Personnel**

37.1 The Consultant shall notify the County in the event of key personnel changes which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to any such changes. The Consultant, at the County's request, shall remove without consequence to the County any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. The County has the right to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name:

Name:

Name:

Name:

38.0 **Annual Appropriations**

38.1 The Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

39.0 **Liquidated Damages**

39.1 The parties hereto agree that in lieu of actual damages liquidated damages in the amount of One Hundred Dollars (\$100) per day will be assessed against the Consultant as the County's remedy and not as a penalty, for Consultant's failure to meet the final Design Services deliverable dates stated in the Project schedule described in Section 3.2, above, with such liquidated damages assessed only if the Consultant is not delayed by reasons beyond Consultant's reasonable control. The parties agree that such assessment of liquidated damages is reasonable and appropriate, as 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 Consultant's failure described above.

40.0 **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 consultant hereto, and any subconsultant thereof, must register with and use the E-Verify system to

verify the work authorization status of all new employees of the consultant or subconsultant. The consultant acknowledges and agrees that (i) the County and the consultant may not enter into this Agreement, and the consultant 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 consultant 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 subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The consultant 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 subconsultant 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 consultant, the consultant may not be awarded a public contract for a period of 1 year after the date of termination. The consultant 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.

41.0 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 AGREEMENT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

42.0 Default and Remedy

42.1 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.

43.0 Attorneys' Fees and Costs

43.1 Except as stated in Section 14.2.1, above, in connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

44.0 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 Consultants 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

45.0 Americans with Disabilities Act

45.1 The Consultant shall conform its Drawings and Specifications to the requirements of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), but County shall be responsible for compliance with the remaining provisions of the Americans with Disabilities Act ("ADA"). County and Consultant further recognize that interpretations of ADA by governmental officials and/or courts of law may vary or change. Should such variance or change adopted after the date the 100% Design Development are completed, require the Consultant to make the required modifications, such modifications shall be considered as Contingent Additional Services.

46.0 **Additional Definitions**

46.1 **Contract Documents** means this Agreement, the County's Construction Contract with the Contractor, the Plans, Specifications, General Conditions and related Construction Documents or any other documents incorporated by reference.

46.2 **Cost of the Work** shall be the total cost or, to the extent the Project is not completed, the estimated cost to the County of all elements of the Project designed or specified by the Consultant.

46.2.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the Consultant, including the costs of management or supervision of construction or installation provided by a separate construction manager/contractor or Consultant.

46.2.2 The Cost of the Work does not include the compensation of the Consultant and the Consultant's sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the County.

46.3 **Final Completion** means that the following items have been completed or satisfied:

46.3.1 Construction of the Work is completed, in accordance with the Contract Documents and certified as such by the County and Consultant.

46.3.2 The Project is suitable for full use and occupancy as determined by the County and Consultant.

46.3.3 All Punch list items have been completed or otherwise disposed of or accounted for to the County's satisfaction and approval.

46.3.4 A final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

46.3.5 All required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, warranties and maintenance books including the Final Completion form have been delivered to the County.

46.4 **Punch list** means a list of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance.

46.5 **Schedule of Values** means the schedule to be used as a basis for progress payments to be made to the Contractor by the County during performance of the work, based on the then current percentage of progress of construction of the Project, subject to the approval of the Consultant.

46.6 **Substantial Completion** means the Contractor has ascertained that the Work or portions thereof is ready for the Consultant and Consultant substantial completion inspection. It is understood that the Construction Manager/Contractor will provide a list of incomplete items to the County and Consultant prior to this inspection. After the County's and Consultant's inspection, the Contractor will prepare a schedule for

a completion of the list, indicating completion dates for the County's review. The County and Consultant will issue a Certificate of Substantial Completion when the work on the Contractor's pre-substantial punch-list has been accomplished, to the best of the Contractor's ability.

46.7 Substantial Completion Date means the date, certified by the Consultant, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the County can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use.

47.0 Additional Terms and Conditions

47.1 INSTRUMENTS OF SERVICE

47.1.1 Original drawings, specifications and other documents, including those in electronic form (but not including functionally required elements of a building, standard configuration of spaces, and other standard, functional design elements not subject to copyright protection) prepared by the Consultant and the Consultant's sub-consultants are Instruments of Service for use solely with respect to this Project. The Consultant and the Consultant's sub-consultants shall be deemed the authors of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

47.1.2 Upon execution of this Agreement, the Consultant grants to the County a nonexclusive license to reproduce the Consultant's Instrument of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the County shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The Consultant shall obtain similar nonexclusive licenses from the Consultant's sub-consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate the license. Upon such termination, the County shall refrain from making further reproductions of Instrument of Service. If and upon the date the Consultant is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the County to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

47.1.3 Except for the licenses granted in Section 47.1.2, no other license or right shall be deemed granted or implied under this Agreement. The County shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. However, the County shall be permitted to authorize the Contractor, Subcontractors, and sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service to and for use in their execution of the Work by license granted in Section 47.1.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and the

Consultant's sub-consultants. The County agrees to pay the Consultant a reasonable, mutually agreed upon amount for any reuse of the Instruments of Service beyond this Agreement. The County shall not be responsible to pay the Consultant for the use of the designs, Drawings or Specifications when used for reference purposes only.

47.1.4 If the Consultant is required to deliver any Services hereunder in the form of electronic encoded media, the printed representation of such media furnished by the Consultant shall be the official records of the Consultant's service provided upon completion of those Services and payment in full. The County shall have a right to rely on such printed representation in connection with any subsequent modification of such electronic media and agrees to hold the Consultant harmless from all cost and expense, including attorney's fees, from claims which arise out of modification or re-use of such electronic media or printed representation by or on behalf of the County without the Consultant's consent. Under no circumstances shall transfer of Drawings and other Instruments of Service on electronic media for use by the County, be deemed a sale by the Consultant, and the Consultant makes no warranties of merchantability or fitness for a particular purpose.

47.2 CHANGE IN SERVICES

47.2.1 Change in Services of the Consultant, including services required of the Consultant's sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, and if the Consultant's Services are affected as described in Section 47.2.2. Except for a change due to fault of the Consultant, Change in Services of the Consultant shall entitle the Consultant to an adjustment in compensation pursuant to Section 9.8, and to any Reimbursable Expenses described in Section 10.0.

47.2.2 If any of the following circumstances affect the Consultant's Services for the Project, the Consultant shall be entitled to an appropriate adjustment in the Consultant's schedule and compensation:

47.2.2.1 Change in the instructions or approvals given by the County that constitute material changes to the Project parameters set forth above and which necessitate revisions in Instruments of Service;

47.2.2.2 Enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to previously prepared Instruments of Service;

47.2.2.3 Significant change in the Project including, but not limited to, size, quality, complexity, the County's schedule or budget, or procurement method; or

47.2.2.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Consultant is party thereto.

47.3 ACCELERATED COMPLETION OF DESIGN PACKAGES. In order to minimize construction problems and change orders, the Consultant's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes

prior to bidding and entering into firm construction contracts. However, County may choose to accelerate the completion of the Project so that it may be completed in a shorter time period than would normally be required. Should the County choose to make this selection, it shall not be considered Fast Track, or in any way relieve the Consultant of its responsibilities and obligations set forth herein.

48.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the

Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

49.0 Unauthorized Alien(s)

49.1 The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services. 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. The Form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the Consultant and submitted as part of this Agreement.

50.0 No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT 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 BUTTERFIELD
CLERK OF THE BOARD

POLK COUNTY,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Chairman, T.R. Wilson
Board of County Commissioners

Date Approved by Board: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

ATTEST:

Consultants Name

Corporate Secretary

By: _____

Print Name

Print Name

Title

Date: _____

Date: _____

December 31, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

24-699, Architectural and Engineering Services Roads & Drainage Division Mulberry Roadway Maintenance Facility

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension, Questions and answers.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 15, 2025, prior to 2:00 p.m.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

**RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division
Mulberry Roadway Maintenance Facility**

Addendum #1

Question 1: Can you confirm we have additional business days after the January 8th proposal deadline to receive the Survey Questionnaire back from previous clients?

Answer 1: Proposers do not receive additional business days to submit their proposals. If a Survey Questionnaire is missing or missing information Procurement will contact proposer and allow up to 3 business days for appropriate information to be submitted.

Question 2: What Tab should Submittal Documents and Signed Addendums be put under?

Answer 2: Please place these items in "Tab 1, Executive Summary," after item "e."

Question 3: When will the Pre-Submittal sign-in sheet be dispersed?

Answer 3: Yes, attendance can be found on the RFP Webpage:

<https://www.polk-county.net/bid-form/rfp-24-642/>

Question 4: All on the Pre-Submittal meeting sign-in sheet will receive Addenda?

Answer 4: Yes, all proposers that provided an email address on the pre-proposal meeting sign-in sheet were added to the registration list for addenda notifications.

Additionally, all addendums are posted on the RFP webpage: <https://www.polk-county.net/bid-form/rfp-24-642/>.

Question 5: Currently, the County has multiple A/E RFP's open that take this approach, and it appears that these forms are identical for each RFP beyond the County's RFP title. Our clients have found the repetitive process of us asking them to complete the same survey for Polk County for the same project frustrating.

- 1) Can the County please allow us to submit Polk County Survey Questionnaires that were solicited and completed by our clients for previous Polk County RFP's? For example, if we have a survey for a project that we submitted last month with RFP 24-643 (or any previous Polk County RFP), can we submit the same form for RFP 24-642 (assuming we're using the same past project as a reference for both RFP's)?
- 2) In the future, can Polk County please standardize this form so that they can be completed one time by our clients for completed projects?

**RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division
Mulberry Roadway Maintenance Facility**

Addendum #1

- Answer 5:** 1) Yes, surveys from prior RFP submittals may be used if they meet the following criteria.
- i. The survey questions are the same
 - ii. The scope of work of the prior RFP survey you are submitting is similar to the scope of the work of this RFP.
 - iii. The survey submitted is for one of the projects identified under Tab 3.
 - iv. If submitting a survey from a prior RFP, please manually strike through the RFP number and name on the top of the survey and write in the appropriate RFP number and name that matches the RFP you are submitting a proposal for.
- 2) Process is being reviewed.

Question 6: As written in the Sample Services Agreement, in Section 14.2.1, the indemnification provision is not in compliance with F.S. 725.08 for design professionals in a professional services contract with a public agency. Would the County replace Section 14.2.1 and insert the following (shown below), which is F.S. 725.08 compliant for a professional services contract?

“the Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, in the performance of the Agreement.”

Answer 6: Changes to the agreement will be during negotiations with the awarded architectural firm.

Question 7: Tab 4 allocates one point for each sub-consultant firm that is a Polk County Entity. If one Polk County Entity firm provides several different roles for this project, can that firm earn more than one point?

Answer 7: No, one point will be allocated for each sub-consultant meeting Polk County Entity requirements. Please see Proposal Package, Tab 4 (page 9):
*If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work, then **the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points.***

**RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division
Mulberry Roadway Maintenance Facility**

Addendum #1

Question 8: Tab 4 requires documentation of sub-consultant headquarters and local offices.

1) Can this documentation simply be their address? 2) If not, what is the County requiring as documentation?

Answer 8: 1) No, just listing an address is not considered documentation.

2) Please see highlighted section below, from Proposal Package, Tab 4 (page 9) :

- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
 - The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. **This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County.** The County shall have the right, but not the obligation, to verify the foregoing requirements.

Question 9: The last sub-bullet of Tab 3 requires a brief resume for each key personnel, but the fourth bullet also asks for resumes. 1) Will the resumes for the fourth bullet fulfill the requirements of the last sub-bullet? 2) If not, what is the expected difference between the resumes of the fourth bullet and the resumes of the last sub-bullet?

Answer 9: 1) No.

2) Tab 3 – Bullet 4 is asking for resumes of key staff presented in the consultant’s response who will be utilized to work on this contract. Tab 3 – Bullet 6 is asking for resumes of any subconsultant staff that will be assigned to perform any subconsultant work, if any is identified.

Question 10: Page 23 is a form for Proposers Incorporation Information. Where in our submittal should this form be placed?

Answer 10: Please see answer to Question #2 above.

Question 11: Page 27 is a form for Affidavit Certification Immigration Laws. Where in our submittal should this form be placed?

Answer 11: Please see answer to Question #2 above.

**RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division
Mulberry Roadway Maintenance Facility**

Addendum #1

Question 12: Page 28 is a form for Affidavit Regarding the Use of Coercion for Labor or Services. Where in our submittal should this form be placed?

Answer 12: Please see answer to Question #2 above.

Question 13: Is CMHM Architects precluded from submitting on RFP 24-699?

Answer 13: No, the Feasibility Study CMHM Architects performed was provided to all Proposers on the FTP Site. CMHM Architects does not have any additional information, all available information has been provided to all proposers.

Question 14: Would a Service-Disabled Veteran-Owned Small Business count towards the points in Tab 5?

Answer 14: No.

Question 15: What is the anticipated budget for this project?

Answer 15: Total Estimated Budget: \$7,882,663.00, breakdown can be found on page 126 of the Feasibility Study located on the FTP Site.

Question 16: What is the anticipated completion date for this project?

Answer 16: Anticipated project timeline and schedule breakdown can be found on page 127 of the Feasibility Study located on the FTP Site.

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: The Lunz Group

DBA/Fictitious Name (if applicable): _____

TIN #: 87-4155040

Address: 58 Lake Morton Drive

City: Lakeland

State: FL

Zip Code: 33801

County: Polk

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Bradley Lunz

Phone Number: 863-682-1882

Cell Phone Number: 863-682-1882

Email Address: marketing@lunz.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☒ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Florida

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

PREPARED FOR
POLK COUNTY

ARCHITECTURAL & ENGINEERING SERVICES FOR ROADS &
DRAINAGE DIVISION MULBERRY ROADWAY MAINTENANCE
FACILITY

RFP 24-699



PREPARED BY

THE
LUNZ
GROUP
Architecture | Interior Design

COVER LETTER

January 13, 2025
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830

RE: RFP 24-642 Architectural & Engineering Services for the Polk County Agricultural Center Complex

Dear Selection Committee,

The Lunz Group is excited to collaborate with Polk County to provide Architectural and Engineering Services for RFP 24-699 Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility. In understanding how we can best serve Polk County, we have assembled a team that brings intimate knowledge and expertise.

WHO WE ARE | The Lunz Group is a full-service architectural firm. We have a vested interest in building a better community starting with the built environment. We are passionate about seeing our community flourish, and we hope to provide you with design solutions that best fit your needs. We continue to grow and innovate by creating a distinct, client-centered experience, focused on delivering the best of our institution's talents, solutions and processes. Our firm is comprised of more than 24 experienced personnel, including licensed architects, project managers, designers, and an administrative team. Polk County has been our home base for more than 37 years, and we look forward to continuing to serve our community.

OUR PHILOSOPHY | At The Lunz Group, we approach every project the same way: by listening. We listen to your vision, goals, and challenges. We ask the pivotal questions to ensure your investment meets you at a higher value. We recognize values beyond the mere built environment, emphasizing the importance of your vision. Prior to the design process, we work closely with you to identify and address any anticipated or existing obstacles. The Lunz Group is comprised of design thinkers; we integrate our passion and technical expertise in everything we do. Our team focuses on innovative problem-solving by leveraging technology and providing a human-centered design approach. We provide full-service design, documentation, and quality control services driven by our unwavering commitment to our work and our clients. Our success is defined by exceeding our client's expectations, delivering designs that create solutions and buildings that last beyond our lifetime.

OUR COMMITMENT TO THIS PROJECT | Through our method of approach and best practices, The Lunz Group is positively committed to perform the services on a consistent and timely basis. We believe our team is not solely us - it also includes Polk County staff, key stakeholders, and our community. We have intentionally crafted a team of experts that are familiar with Polk County and have similar project experience, including: **Chastain Skillman | DCCM, Dirt, Blue Cord, Fullone Structural Group, and SGM Engineering.**

We do not foresee any potential conflicts of interest for these projects. We acknowledge Addenda 1. Thank you for considering The Lunz Group, and we are committed to perform the specified work and look forward to the opportunity to be a part of your team once again.

Sincerely,



Bradley T. Lunz, AIA, NCARB
President & CEO, The Lunz Group

VISION

Cultivating our communities.

MISSION

Building relationships through design.

TABLE OF CONTENTS

05	TAB 1	EXECUTIVE SUMMARY
19	TAB 2	APPROACH TO PROJECT
23	TAB 3	EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES
45	TAB 4	IS THE FIRM A “POLK COUNTY ENTITY”?
47	TAB 5	IS THE FIRM A “CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE”
49	TAB 6	INTERACTION WITH COUNTY AND REGULATORY AGENCY STAFF
51	TAB 7	TIMELY COMPLETION OF PROJECTS
53	TAB 8	SURVEYS OF PAST PERFORMANCE



TAB 1

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

WE ARE THE LUNZ GROUP.

The Lunz Group is a client-oriented, Florida based, award-winning architectural firm. At The Lunz Group, we approach every design as a collaborative experience where we listen to your vision and project goals. Our team of architects, designers and planners are in sync with the evolving demands of a modern civic work environment where municipalities want to develop state-of-the-art facilities while still meeting budgetary requirements.

Our municipal team has experience dealing with a multitude of public and civic projects, from fire and police stations, to administrative facilities, parks and recreation and more. Our designers are experienced with nearly every project type including interior/exterior renovations, code compliance, new construction, building assessments, studies, visualizations, and rehabilitation needs that enhance the quality of life for the community. The Lunz Group has partnered with Polk County on various projects throughout the last three decades, including projects such as fire stations, administrative department facilities, training centers, recreation projects, and more.

170⁺

PROJECTS
COMPLETED IN
POLK COUNTY

37

YEARS IN
BUSINESS

90%

OF OUR SERVICES
PROVIDED TO
REPEAT CLIENTS



OUR PROFESSIONAL SERVICES

- ARCHITECTURAL DESIGN
- SCHEMATIC DESIGN
- BID & CONTRACT DOCUMENTS
- MASTER PLANNING
- SPACE PLANNING
- ANIMATION
- SITE ANALYSIS
- INSPECTIONS & PERMITTING
- PROGRAMMING
- PROGRAM MANAGEMENT
- CONSTRUCTION ADMINISTRATION
- VALUE ENGINEERING
- HISTORIC PRESERVATION
- GRAPHICS
- BUILDING COMMISSIONING
- INTERIOR DESIGN
- VISUALIZATION

EXECUTIVE SUMMARY

FIRM OVERVIEW

THE LUNZ GROUP.

PRIMARY CONTACT

Bradley T. Lunz, AIA, NCARB
President & CEO, The Lunz Group
58 Lake Morton Drive
Lakeland, FL 33801
marketing@lunz.com
863-682-1882
www.lunz.com

OFFICE LOCATIONS

Headquarters/Proposing Office - Lakeland, FL
58 Lake Morton Drive, Lakeland, FL 33801

Branch Office - Celebration, FL
615 Celebration Avenue, Kissimmee, FL 34747

PERSONNEL RESOURCES

24 total employees, of which includes:

- Six (6) Licensed Architects
- Eleven (11) Designers
- Two (2) Project Managers
- Five (5) Administrative Staff
- One (1) Green Globes Professional
- One (1) Registered Residential Contractor

FIRM INFORMATION

The Lunz Group LLC

Parent Company | S Corp.
Little Blue Heron Holdings, Inc.

Incorporated in Florida, 1987 | 37 Years in Business

State of Florida Department of State

I certify from the records of this office that THE LUNZ GROUP, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 12, 2022, effective November 5, 1987.

The document number of this limited liability company is L22000015399.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024 and that its status is active.



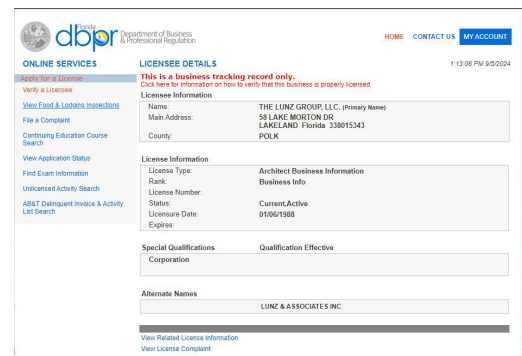
Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of October,
2024


Secretary of State

Tracking Number: 8783141720CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

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LICENSEE DETAILS

This is a business tracking record only. Click here for information on how to verify that the business is properly licensed.

Licensee Information

Name: THE LUNZ GROUP, LLC (Primary Name)

Main Address: 58 LAKE MORTON DR, LAKELAND, Florida 338015343

County: POLK

License Information

License Type: Architect Business Information

Rank: Business Info

License Number: 01061588

Status: Current/Active

Licensure Date: Expires:

Special Qualifications

Qualification Effective

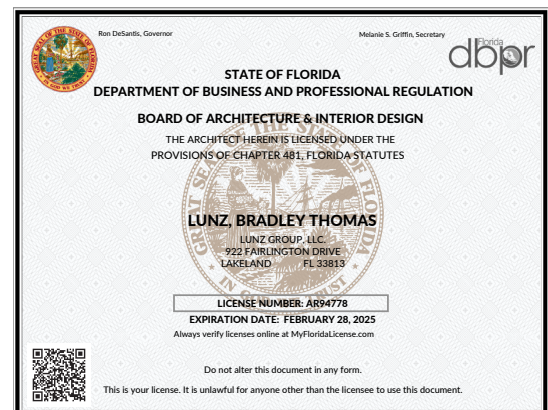
Corporation

Alternate Names

LUNZ & ASSOCIATES INC

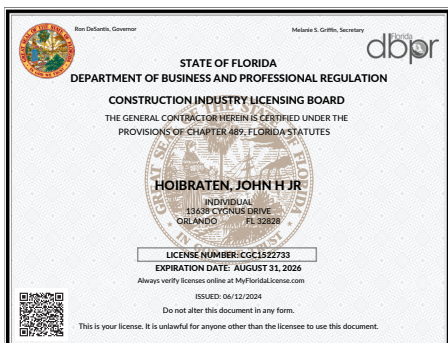
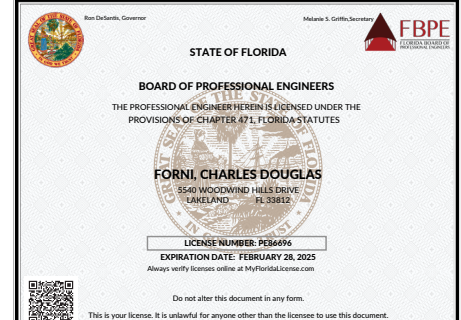
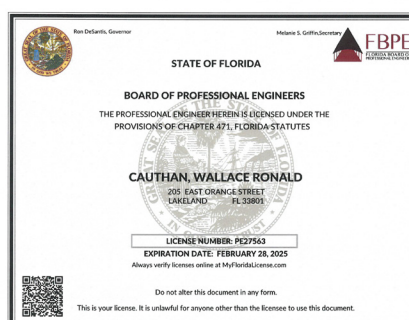
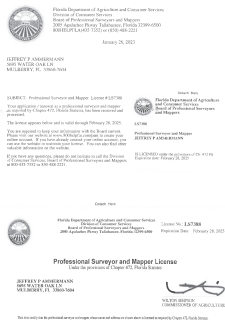
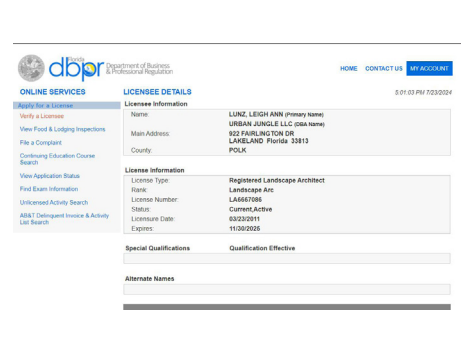
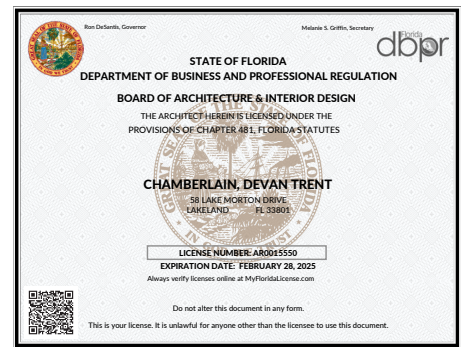
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EXECUTIVE SUMMARY

TEAM LICENSES + CERTIFICATIONS



EXECUTIVE SUMMARY

TEAM LICENSES + CERTIFICATIONS CONTINUED

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1066827-AP-BD+C

27 JUL 2012

25 AUG 2024

GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT

Bobby Shahnam

HAS ATTAINED THE DESIGNATION OF

LEED AP® Building Design + Construction

By demonstrating the knowledge and understanding of green building practices and principles needed to support the use of the LEED® green building program.


Bobby Shahnam
LEED AP® Building Design + Construction

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES


SHAHNAMI, BOBAK
9329 SW 141ST
MIAMI FL 33176

LICENSE NUMBER: PE78419

EXPIRATION DATE: FEBRUARY 28, 2025

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.



acg

Accredited Commissioning Authority

acg hereby certifies that

Bobby Shahnam, CxA

SGM Engineering, Inc.

has met all prerequisites demonstrating independent and objective technical, management, and communications skills required to implement the commissioning process in new and existing buildings, and passed the necessary examination to be awarded this certificate in recognition of their qualifications as an ACG.

Certified Commissioning Authority

Registration number: 415-008 This certificate valid through 1/1/2024

and expires on 12/31/2024 is renewable on an annual basis upon meeting all requirements noted in the CxA Candidate Handbook



STATE OF FLORIDA

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MUNDELL, JUSTIN LOWE
9232 PALOS VERDE DRIVE
ORLANDO FL 32825

LICENSE NUMBER: PE20700

EXPIRATION DATE: FEBRUARY 28, 2025

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Justin Mundell

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Designation Number: 2298867

Registration Start Date: 01-01-2023

Registration End Date: 12-31-2025




Carol E. Oliver
Carol E. Oliver, RCDD, LEED, CDS
BICSI Board President


John A. Daniels, CMR, DAB, DABE, FIBMS
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U.S. Green Building Council

SGM Engineering

MEMBER SINCE 2008

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Department of Business & Professional Regulation

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LICENSEE DETAILS

Licenses Information

Name

FILLONE, JOSEPH P. (Primary Name)

Main Address

2253 CENTRAL AVENUE
#105
ST. PETERSBURG Florida 33713
PINELLAS

County

PINELLAS

License Location

#105
ST. PETERSBURG FL 33713
PINELLAS

County

PINELLAS

Licenses Information

License Type

Professional Engineer

Rank

Prof Engineer

License Number

67563

Status

Current/Active

Licensure Date

05/17/2008

Expires

05/28/2025

Special Qualifications

Civil

09/07/2007

Special Inspector

10/16/2013

Advanced Building Code

12/27/2018

Course Credit

7th Edition, Florida Building Code

Qualification Effective

01/01/2022

REQUIRED FORMS

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT 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 CONSULTANT 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: The Lunz Group

Signature: _____

Title: Bradley T. Lunz, President and CEO

Date: December 24, 2024

State of: Florida

County of: Polk

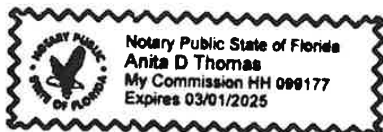
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of December, 2024 by Bradley T. Lunz (name) as President/CEO (title of officer) of The Lunz Group (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Anita D. Thomas

Printed Name of Notary Public: Anita D. Thomas

Notary Commission Number and Expiration: 3/1/2025

(AFFIX NOTARY SEAL)



REQUIRED FORMS

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Bradley T. Lunz, President and CEO (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

The Lunz Group

NONGOVERNMENTAL AGENCY

SIGNATURE

Bradley T. Lunz

PRINT NAME

President and CEO

TITLE

December 23, 2024

DATE

REQUIRED FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2024

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

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

PRODUCER Heacock Insurance Group, LLC 100 East Main St Lakeland FL 33801		CONTACT NAME: Miranda Bramblett PHONE (A/C, No, Ext): 863-683-2228 FAX (A/C, No): 863-683-3309 E-MAIL ADDRESS: mbramblett@heacock.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Insurance Co.	
		INSURER B: XL SPECIALTY INS CO	
		INSURER C: Bridgefield Casualty Ins.	
		INSURER D: Travelers Property Casualty Company of America	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 151919366 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		660-6Y826558	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		BA6Y83341A	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Umbrella	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A	196-43009	4/20/2024	4/20/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Prof D&O/Crime Prof E&O		PHSD1813869-007 DPR5033456	8/1/2024 9/15/2024	8/1/2025 9/15/2025	Aggregate/Limit Aggregate/Claim 1,000,000/1,000,000 5,000,000/5,000,000

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

Professional E&O policy is written by:
 Poole Professional B&B of MA
 107 Audubon Rd, #2, Ste 305
 Wakefield, MA 01880
 Cameron W. Poole

CERTIFICATE HOLDER

CANCELLATION

"For Proposals Only"	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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EXECUTIVE SUMMARY

December 31, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

24-699, Architectural and Engineering Services Roads & Drainage Division Mulberry Roadway Maintenance Facility

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension, Questions and answers.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 15, 2025, prior to 2:00 p.m.

Tabatha Shirah

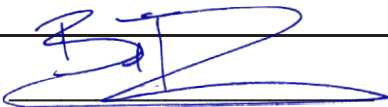
Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:



Printed Name: Bradley T. Lunz

Title: President and CEO

Company: The Lunz Group

EXECUTIVE SUMMARY

RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

Addendum #1

Question 1: Can you confirm we have additional business days after the January 8th proposal deadline to receive the Survey Questionnaire back from previous clients?

Answer 1: Proposers do not receive additional business days to submit their proposals. If a Survey Questionnaire is missing or missing information Procurement will contact proposer and allow up to 3 business days for appropriate information to be submitted.

Question 2: What Tab should Submittal Documents and Signed Addendums be put under?

Answer 2: Please place these items in “Tab 1, Executive Summary,” after item “e.”

Question 3: When will the Pre-Submittal sign-in sheet be dispersed?

Answer 3: Yes, attendance can be found on the RFP Webpage:

<https://www.polk-county.net/bid-form/rfp-24-642/>

Question 4: All on the Pre-Submittal meeting sign-in sheet will receive Addenda?

Answer 4: Yes, all proposers that provided an email address on the pre-proposal meeting sign-in sheet were added to the registration list for addenda notifications.

Additionally, all addendums are posted on the RFP webpage: <https://www.polk-county.net/bid-form/rfp-24-642/>.

Question 5: Currently, the County has multiple A/E RFP’s open that take this approach, and it appears that these forms are identical for each RFP beyond the County’s RFP title. Our clients have found the repetitive process of us asking them to complete the same survey for Polk County for the same project frustrating.

- 1) Can the County please allow us to submit Polk County Survey Questionnaires that were solicited and completed by our clients for previous Polk County RFP’s? For example, if we have a survey for a project that we submitted last month with RFP 24-643 (or any previous Polk County RFP), can we submit the same form for RFP 24-642 (assuming we’re using the same past project as a reference for both RFP’s)?
- 2) In the future, can Polk County please standardize this form so that they can be completed one time by our clients for completed projects?

EXECUTIVE SUMMARY

RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility Addendum #1

- Answer 5:** 1) Yes, surveys from prior RFP submittals may be used if they meet the following criteria.
- i. The survey questions are the same
 - ii. The scope of work of the prior RFP survey you are submitting is similar to the scope of the work of this RFP.
 - iii. The survey submitted is for one of the projects identified under Tab 3.
 - iv. If submitting a survey from a prior RFP, please manually strike through the RFP number and name on the top of the survey and write in the appropriate RFP number and name that matches the RFP you are submitting a proposal for.
- 2) Process is being reviewed.

Question 6: As written in the Sample Services Agreement, in Section 14.2.1, the indemnification provision is not in compliance with F.S. 725.08 for design professionals in a professional services contract with a public agency. Would the County replace Section 14.2.1 and insert the following (shown below), which is F.S. 725.08 compliant for a professional services contract?

“the Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, in the performance of the Agreement.”

Answer 6: Changes to the agreement will be during negotiations with the awarded architectural firm.

Question 7: Tab 4 allocates one point for each sub-consultant firm that is a Polk County Entity. If one Polk County Entity firm provides several different roles for this project, can that firm earn more than one point?

Answer 7: No, one point will be allocated for each sub-consultant meeting Polk County Entity requirements. Please see Proposal Package, Tab 4 (page 9):
*If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work, then **the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points.***

EXECUTIVE SUMMARY

RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

Addendum #1

Question 8: Tab 4 requires documentation of sub-consultant headquarters and local offices.

1) Can this documentation simply be their address? 2) If not, what is the County requiring as documentation?

Answer 8: 1) No, just listing an address is not considered documentation.

2) Please see highlighted section below, from Proposal Package, Tab 4 (page 9) :

- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
 - The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. **This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County.** The County shall have the right, but not the obligation, to verify the foregoing requirements.

Question 9: The last sub-bullet of Tab 3 requires a brief resume for each key personnel, but the fourth bullet also asks for resumes. 1) Will the resumes for the fourth bullet fulfill the requirements of the last sub-bullet? 2) If not, what is the expected difference between the resumes of the fourth bullet and the resumes of the last sub-bullet?

Answer 9: 1) No.

2) Tab 3 – Bullet 4 is asking for resumes of key staff presented in the consultant’s response who will be utilized to work on this contract. Tab 3 – Bullet 6 is asking for resumes of any subconsultant staff that will be assigned to perform any subconsultant work, if any is identified.

Question 10: Page 23 is a form for Proposers Incorporation Information. Where in our submittal should this form be placed?

Answer 10: Please see answer to Question #2 above.

Question 11: Page 27 is a form for Affidavit Certification Immigration Laws. Where in our submittal should this form be placed?

Answer 11: Please see answer to Question #2 above.

EXECUTIVE SUMMARY

RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

Addendum #1

Question 12: Page 28 is a form for Affidavit Regarding the Use of Coercion for Labor or Services. Where in our submittal should this form be placed?

Answer 12: Please see answer to Question #2 above.

Question 13: Is CMHM Architects precluded from submitting on RFP 24-699?

Answer 13: No, the Feasibility Study CMHM Architects performed was provided to all Proposers on the FTP Site. CMHM Architects does not have any additional information, all available information has been provided to all proposers.

Question 14: Would a Service-Disabled Veteran-Owned Small Business count towards the points in Tab 5?

Answer 14: No.

Question 15: What is the anticipated budget for this project?

Answer 15: Total Estimated Budget: \$7,882,663.00, breakdown can be found on page 126 of the Feasibility Study located on the FTP Site.

Question 16: What is the anticipated completion date for this project?

Answer 16: Anticipated project timeline and schedule breakdown can be found on page 127 of the Feasibility Study located on the FTP Site.



TAB 2

APPROACH TO PROJECT

APPROACH TO PROJECT

PROJECT UNDERSTANDING | It is our understanding that Polk County is seeking professional architectural and engineering services to design and construct a new roadway maintenance facility replacing the existing aging building structures with an office, fleet, and equipment storage buildings. The new facility will be located at 3000 Sheffield Road in Winter Haven and will take approximately +/- 30 months for design and construction, based on the feasibility study previously conducted.

OUR APPROACH | The Lunz Group and its consultants are very familiar with Polk County's processes, project approach, and best practices. Our longstanding relationship with the Polk County team and range of projects positions us to be the top choice for this new facility. We intentionally selected our team of qualified, experienced subconsultants to form a strong project team. Our approach begins with conducting thorough due diligence in the pre-design phase, which entails an in-depth code and site investigation to ensure a solid foundation for the project.

Collaboration is one of our core values and a key component of our process. We will engage with all stakeholders during the programming phase to ensure we understand and incorporate their needs for this project. Our BIM management system enables clear and effective communication between our consultants and the Polk County team, ensuring that the documentation remains clear and accurate from Schematic Design (SD) through Construction Documents (CD). Finally, throughout the Construction Administration phase, our experienced team and Project Manager will provide ongoing administration, from pre-bid through to close-out, ensuring that the project is built efficiently and to the highest standards for Polk County.



SPECIFIC ABILITIES | Our firm strives to deliver projects on time and on budget to meet the needs of our clients. We understand that timelines for many of our clients are critical and have experience working within time constraints. Senior Project Manager, Gregory Selvidge, will provide team oversight to ensure deadlines are being met through regular check-ins and accountability. We also work with our clients and consultants to set realistic, attainable timelines at the start of each project, to ensure schedule expectations are clear with all parties involved.

The Lunz Group generates a fully detailed fee proposal that identifies the project scope, fee structure, duration, and deliverables

per phase. The fee proposal also identifies all project related consultants, their roles, and responsibilities. We identify what we've heard, list of included and excluded scope items, and more, as a means for the client to fully understand what we believe is captured in the project.

The Project Manager conducts a weekly walk-through of tasks to be completed for the following week to ensure tasks are being managed and completed on schedule. The project schedule identifies all critical milestone packages, internal QA/QC checkpoints, and Owner review periods to ensure schedule compliance. Throughout the life cycle of the project, we will utilize our internal QA/QC process to limit errors and omissions. This process alerts the team to tasks that are pending or falling behind schedule so that steps can be planned to bring those tasks back to schedule compliance. All project related design and Owner-Architect-Contractor meetings are led by The Lunz Group team. We'll author and distribute any necessary meeting minutes and action items to the entire team. Additionally, our team also utilizes a project-based ERP software that builds a Work Breakdown Structure to identify internal staffing resources required to deliver the project efficiently, on time and on budget.

APPROACH TO PROJECT

TECHNOLOGIES | Our firm has been around for almost 37 years, and within those three decades, we have constantly adapted to changes in technology and best practices. As part of The Lunz Group's process, we set time aside to sit with our clients and review our formal proposal face-to-face, to ensure all parties are on the same page, and that all goals and project vision align with client needs.

Most recently, our firm has been updating our BIM standards to better serve our clients and work with our team of engineers more efficiently. We leverage all aspects of 3D modeling, instead of relying solely on 2D AutoCAD Drafting. Part of updating our BIM Standards includes a BIM Execution Plan we share with our subconsultants prior to onboarding them to the project. This ensures that all parties on the design team are utilizing the same technologies and design standards; this benefits our clients in regard to scheduling and seamless review. With our BIM Standards, we have incorporated clash detection among Architectural, MEP, and Structural drawings in our process. In addition, by utilizing 3D tools and Autodesk Construction Cloud (ACC), our team provides clients with the opportunity to be involved at their own pace. This bridges the gap between Owner and Architect for visual check-ins.

Our in-house visualization team provides larger than life renderings to bring the project from concept to reality. Our visualization team is able to quickly turn around design-focused renderings to ensure we are meeting the aesthetic goals and objectives for the project. Our collective of interdisciplinary artists hold decades of professional experience spanning animation, concepting, visualization and more. Animating previsualized worlds is what we do best, and by doing so, help sell concepts, convey intent, and help create buy-in from key stakeholders and community members.

Additionally, our team utilizes a Matterport Pro3 3D Camera, which allows our team to evaluate existing conditions of buildings. This device produces 3D scans that can be imported directly into Revit and modeled alongside, creating efficiencies for our team and clients. This resource has aided our clients with scheduling and budgeting. Utilizing this technology prior to programming helps our team understand what may be required and discussed prior to any finalized designs or floor plans.

COST CONTROL | This year we have implemented a new process to assist in cost control measures. In a new partnership with Autodesk, The Lunz Group is the first Architecture firm to implement ProEst. This is part of a preconstruction module that has been typically used by contractors for estimating. During SD, a statement of probable cost will be developed utilizing a large database that considers current market conditions, bidding climate and inflationary cost indexes to account for many of the variables in pricing projects. If a CMAR is under contract, we develop these statement of probable costs independently and then compare and contrast, so early cost expectations can be set. We are creating a transparent system with open accountability on cost control.

During Design Development and concurrently with the Initial GMP, The Lunz Group can prepare a cost estimate. The level of detail can vary by project and owner's needs. At minimum a cost estimate that is broken out by division will be created independently. Again, the cost estimate and the GMP and compared. Differences are discussed, resolved, and a cost expectation is set. This then sets the course for the documentation phase, moving towards permitting and final GMP.

This level of transparency and sharing of knowledge provides the owner the highest yield and certainty in costs.

The Lunz Group is offering this method of cost and timeline control for all our projects. We have established a reputation of delivering successful projects on-time and on-budget. Our conformance rate is very high due to this approach. In fact, 90 percent of our work is with repeat clients.

APPROACH TO PROJECT

AUTODESK PRECONSTRUCTION | The Lunz Group is proud to be a partner with Autodesk on the Autodesk Preconstruction Bundle. Autodesk will be collaborating with our firm to better tailor their features to address our specific project needs and workflows. As the first architectural firm in Florida to adopt these new software tools, we are at the forefront of innovative and effective approaches to project management and planning. By prioritizing this technology, it enables our team to deliver highly accurate cost takeoffs directly from BIM models. With real-time updates, any adjustments made to the BIM Model are immediately reflected in the project budget and schedule. This level of precision allows our clients to stay within budget, by minimizing cost and optimizing resource allocation. With this software and partnership, our clients gain unparalleled transparency, ensuring construction cost estimates and schedule updates are available at every phase of the project. By utilizing this technology in our projects, this ensures informed decision-making and streamlined project delivery.

QUALITY ASSURANCE & QUALITY CONTROL

The Lunz Group relies on our Quality Assurance & Quality Control (QA/QC) plan to assure work plan compliance. Our project quality assurance plan ensures that regular project review meetings occur to update information and verify schedule and budget targets.

Our quality control structure consists of: Principal in Charge, Project Manager & QA/QC Principal

PRINCIPAL
IN CHARGE



Provides Complete Project Oversight, Ensuring All Quality Standards, Timelines, Budget Guidelines and Plans are Achieved.

PROJECT MANAGER



Controls and Designs the Project; Takes Responsibility for Overall Coordination.

QA/QC PRINCIPAL



Acts as a Third-Party to the Project; Reviews Drawings and Submittal Through Detailed Review.

The Lunz Group has found that by instilling our three-tier QA/QC process in every project, our team is able to produce accurate and detailed drawings for permit, meaning less back-and-forth with department for approvals and a quicker turn around for construction kick-off. It also allows for us to remain on schedule, even during accelerated schedule projects.

All plans are reviewed at each milestone (30%, 60%, 90% and 100%) by QA/QC principals who are not involved in the project. At the 30% submittal, we confirm our consultant's understanding of scope and budget. As the project progresses, we seek insight from the Polk County team as they determine the adequacy of the work, design, costs and adherence to project criteria.

Regular meetings are held with our consultants to discuss the status of the project. Timeline schedule charts and budget analysis are discussed; near-term deliverables are defined. This process alerts the team to tasks that are pending or falling behind schedule so that steps can be planned to bring those tasks back to schedule compliance. During all phases of the project, our team tracks budget adherence and assures quality, to ensure Polk County is receiving exceptional services.



TAB 3

EXPERIENCE, EXPERTISE,
PERSONNEL AND TECHNICAL
RESOURCES

EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

POLK COUNTY ROADS & DRAINAGE OFFICE ANNEX

WINTER HAVEN, FL



SIZE: 16,907 SF | **START DATE:** 2018 | **COMPLETION DATE:** 2022

ORIGINAL BUDGET: \$3.5M | **FINAL COST:** \$3.5M

PROJECT REPRESENTATIVE: Steve McMillan, Polk County Architectural Services Manager
863.534.5511 | stevemcmillan@polk-county.net

PROJECT DESCRIPTION

Our team designed a new administration office building and parking lot, connecting to an existing office-warehouse building in a campus style juxtaposition. Services provided included architectural design, mechanical engineering, electrical engineering, plumbing engineering, structural engineering, civil engineering, and landscape architecture. Despite the COVID-19 outbreak during the construction phase, our team managed to complete the project on-schedule and on-budget. We were also required to provide a new wastewater life station, which was not included in the original budget. With value engineering and cooperation with the end-users, we were able to meet the County's budget.

KEY PERSONNEL: Bradley T. Lunz, Principal In Charge; Gregory Selvidge, Senior Project Manager; Emily Breheny, Project Architect; Trent Chamberlain, Senior Project Architect/QA

BUDGET + SCHEDULE VARIATIONS: On schedule, Eight (8) Change Orders totaling \$357,328.83 (Client Savings)

FIRM RESPONSIBILITY: Architect of Record

PROJECT-RELEVANT CONSULTANTS FOR THIS RFP: Fullone Structural Group, Dirt

EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

POLK COUNTY UTILITIES OPERATIONS

WINTER HAVEN, FL



SIZE: 48,000 SF | **START DATE:** 2016 | **COMPLETION DATE:** 2018

ORIGINAL BUDGET: \$5M | **FINAL COST:** \$5M

PROJECT REPRESENTATIVE: Steve McMillan, Polk County Architectural Services Manager
863.534.5511 | stevemcmillan@polk-county.net

PROJECT DESCRIPTION

The Lunz Group collaborated with Jones Edmunds on this project, serving as the Architect of Record. The initial process included preliminary programming analysis of the site & proposed building typologies to identify space requirements, including square footage and adjacencies. The Lunz Group was awarded the project in 2016 to lead the design process for a new, 48,000 SF operations building with design emphasis placed on the original findings. A 5,000 SF control building was included in this overall design.

The administration building contains office space, warehousing, and maintenance accommodations, eliminating unneeded areas from the building footprint to make day-to-day operations more efficient. The County consolidated six of their utility departments into a single, centralized, cutting edge regional WTP; the Central Regional Utility Service Area (CRUSA). The building was developed in tandem with the new control building for ozone generators on the same site. This building was designed as a viable EOC which included wind rated windows, doors and structural system. The spaces designed include full breakroom, full restroom and shower amenities, readiness rooms and safe spaces. This is the largest water production plant project completed in Polk County.

KEY PERSONNEL: Bradley T. Lunz, Principal in Charge; Trent Chamberlain, Senior Project Architect/QA

BUDGET + SCHEDULE VARIATIONS: N/A, on schedule and on budget.

FIRM RESPONSIBILITY: Architect of Record

PROJECT-RELEVANT CONSULTANTS FOR THIS RFP: N/A

POLK COUNTY
RFQ 24-699 | A&E SERVICES FOR THE ROADS & DRAINAGE DIVISION MULBERRY ROADWAY MAINTENANCE FACILITY

EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

UTILITIES AND SOLID WASTE FACILITY

PLANT CITY, FL



SIZE: 15,000 SF | **START DATE:** 2021 | **COMPLETION DATE:** IN-PROGRESS, EST. FEBRUARY 2025

ORIGINAL BUDGET: \$7.9M | **FINAL COST:** TBD

PROJECT REPRESENTATIVE: Hye (Jay) Kwag, CIP, Engineer Manager, City of Plant City | 813.365.4929
hkwag@plantcitygov.com

PROJECT DESCRIPTION

The City of Plant City is working in collaboration with The Lunz Group for the design and build of a New Facility for their Utilities and Solid Waste Departments. The one story office building will house the Plant City Utilities Management and Solid Waste Management to include their main offices and conference rooms. The new facility will be approximately 15,000 square feet to include an addition of approximately seven (7) new parking spaces. The new parking spaces complement the existing parking lot on the north side of the future facility, which currently has adequate capacity. Services for the new facility include architectural; civil engineering; structural engineering; mechanical, electrical, and plumbing; and fire protection engineering services.

KEY PERSONNEL: Bradley T. Lunz, Principal In Charge; Emily Breheny, Project Architect; Trent Chamberlain, Senior Project Architect/QA

BUDGET + SCHEDULE VARIATIONS: N/A, on schedule and on budget.

FIRM RESPONSIBILITY: Architect of Record

PROJECT-RELEVANT CONSULTANTS FOR THIS RFP: N/A

EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

PINELLAS PARK PUBLIC WORKS

PINELLAS PARK, FL



SIZE: 63,800 SF | **START DATE:** 2017 | **COMPLETION DATE:** 2018

ORIGINAL BUDGET: \$4.9M | **FINAL COST:** \$4.9M

PROJECT REPRESENTATIVE: Steve Majko, Facilities Director | 5141 78th Avenue North Pinellas Park, FL 33781 | 727.369.5662 | smajko@pinellas-park.com

PROJECT DESCRIPTION

The City of Pinellas Park had a unique problem. They needed to expand their space and had acquired a 63,800 SF warehouse to do so. They sought a design/build team who had experience in municipal, renovation and workplace design that could provide design and construction recommendations to modify the building to house the City's Public Works Division. The project began with defining both the cost and design parameters of the new facility.

The Lunz Team worked diligently over three (3) weeks to investigate the site with architects, engineers and subcontracts to clearly define the requirements and scope of the project. Our work included renovations to the existing warehouse, converting the space into a two-story administrative office. In addition, 22,000 SF were renovated into a vehicle maintenance facility, which included a shop space and fitness center. Site work included new sidewalks, parking and landscaping, plus the design of new stairwells. In 2018, the project completed and the Public Works facility moved in. This project was delivered via the Design-Build method.

KEY PERSONNEL: Bradley T. Lunz, Principal

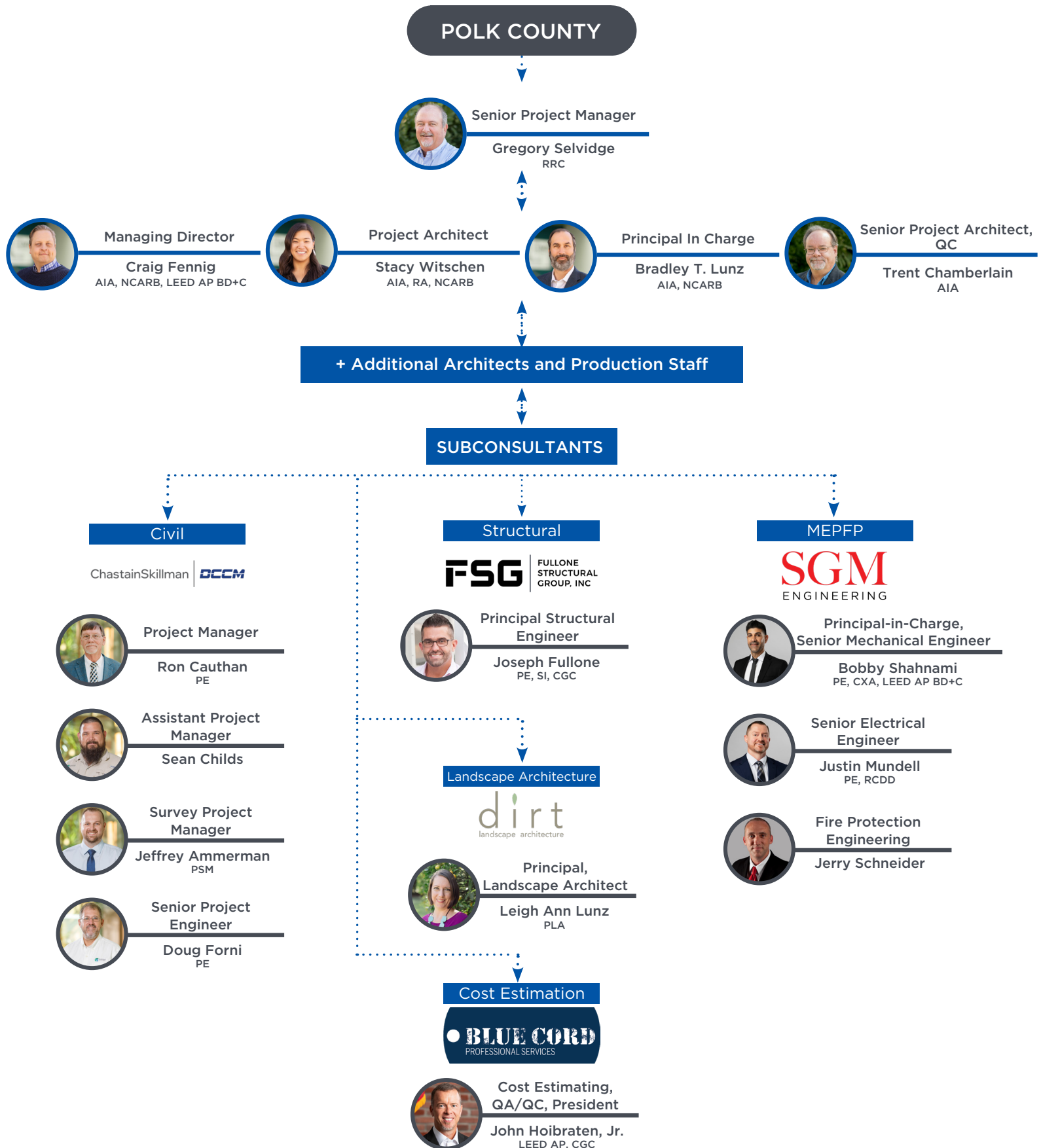
BUDGET + SCHEDULE VARIATIONS: N/A, on schedule and on budget.

FIRM RESPONSIBILITY: Architect of Record

PROJECT-RELEVANT CONSULTANTS FOR THIS RFP: Fullone Structural Group

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

ORGANIZATIONAL CHART



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



BRADLEY T. LUNZ AIA, NCARB

Principal In Charge

Brad serves as the President and CEO of The Lunz Group. He is an internationally published thought leader, renowned entrepreneur, and registered architect with more than 25 years of architectural experience, and 30 years of construction experience. He has worked on a variety of building typologies including fire stations, aviation facilities, county and state government buildings, public safety facilities, and correctional facilities. Brad strives to provide clients solutions through sustainable designs that last beyond a lifetime. He also strives to engage local manufacturers and suppliers by locally sourcing materials. Brad brings a breadth of experience in resolving a client's spatial and budgetary requirements while delivering a quality design exceeding expectations.

EDUCATION

Bachelor of Architecture, Savannah College of Art and Design

Master of Architecture, Savannah College of Art and Design

CREDENTIALS

Florida Registered Architect, AR94778

YEARS OF EXPERIENCE

25

YEARS WITH THE LUNZ GROUP

16

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

10%

RELATED EXPERIENCE

- Polk County Utilities Operations; Winter Haven, FL
- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Sheriff's Burnham-McCall Training Center; Bartow, FL
- Plant City Utilities & Solid Waste Facility; Plant City, FL
- Polk Regional Water Cooperative Water Processing Facility; Polk County, FL
- Polk County Sheriff's Office Northeast District Command Center; Davenport, FL
- Polk County Fire Station Prototype Design; Polk County, FL
- Polk County Fire Training Center; Polk County, FL
- Vaughn Road Master Plan; Polk County, FL
- Polk County Sheriff's Office Book-In Feasibility Study; Polk County, FL
- Polk County Events Storage & Operations Center; Polk County, FL

ADDITIONAL EXPERIENCE

- NOAA Aircraft Operations Center Phase I; Lakeland, FL
- NOAA Aircraft Operations Center Phase II; Lakeland, FL
- Lakeland Fire Station No. 7/ARFF (Two Globe Rating)*; Lakeland, FL
- City of Lakeland Fire Training Facility; Lakeland, FL
- Lakeland Regional Health I-4 & Kathleen Road Medical Office Building; Lakeland, FL
- Summit Consulting Headquarters & Parking Garage; Lakeland, FL
- Treatt USA Headquarters; Lakeland, FL
- R & L Carriers Facility; Lakeland, FL
- Lake Ariana Park; Auburndale, FL
- Southwest Regional Wastewater Treatment Facility Operations; Mulberry, FL
- Winter Haven Fire Station No. 3; Winter Haven, FL
- Winter Haven Fire Station No. 4; Winter Haven, FL
- Winter Haven Fire Station No. 5; Winter Haven, FL
- Pinellas Park Public Works Facility; Pinellas Park, FL
- Osceola County Sheriff's Health Center; Kissimmee, FL

**Green Globes Project*



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



CRAIG FENNIG AIA, NCARB, LEED AP BD+C *Managing Director*

Craig is the Managing Director at The Lunz Group. He manages the day-to-day operations and acts as a liaison between leadership and production staff. He brings a broad range and depth of experience throughout his architectural and consulting career. He has been a part of a variety of domestic and award-winning international architectural and consulting firms, serving in a multitude of capacities. Craig excels in project management, corporate management, and operations. He has managed projects domestically and internationally at all levels of complex design, construction, and delivery.

EDUCATION

Bachelor of Architecture, Lawrence Technological University

Master of Architecture dual degree in Management, Lawrence Technological University

CREDENTIALS

Registered Architect in the states of Michigan, New York, Connecticut, New Jersey, Ohio, Indiana, Illinois, Arizona, Utah, Kentucky, and Pennsylvania

MEMBERSHIPS

United States Green Building Council (USGBC) Member

International Council of Shopping Centers (ICSC) Member

Urban Land Institute (ULI) Member

YEARS OF EXPERIENCE

30

YEARS WITH THE LUNZ GROUP

1

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

5%

EXPERIENCE PRIOR TO JOINING THE LUNZ GROUP

- Mall of Saud, Riyadh, Saudi Arabia - (CRTKL)
- Mall of Saudi (ULO) - Ski, Riyadh, Saudi Arabia - (CRTKL)
- Mall of Emirates ULO -Ski, Dubai, UAE - (CRTKL)
- Lalaport Mall, Taipei Taiwan - (CRTKL)
- MXD Nanjing Jiangbei New District, Namjing Jiangsu, China - (CRTKL)
- SCE Shanghai Zhongjun Huacao Town, Shanghai, China - (CRTKL)
- Centralcon Shenzhen Xixiang, Shenzhen, China - (CRTKL)
- Fulton Market, Chicago - (CRTKL)
- Rose and Loon Makers Market, Roseville, MN - (CRTKL)
- Stony Point Fashion Park, Richmond, VA - (CRTKL)
- La Plaza, McAllen, TX - (CRTKL)
- Cityplace, Dallas, TX - (CRTKL)
- Corinth Square Shops, Prairie Village, KS - (CRTKL)
- Rosedale Center, Roseville, MN - (CRTKL)
- Roosevelt Field Mall Expansion & Renovation, Long Island, NY - (CRTKL)
- Dadeland Mall Expansion & Renovation, Miami, FL - (CRTKL)
- Frisco Station Hub Mixed Use Development, Frisco, TX - (CRTKL)
- Northfield Shops Mixed Use Development, Northfield, CO - (CRTKL)
- Victory Park Retail, Dallas, TX - (CRTKL)
- YH Global Headquarters, Shanghai, China - (CRTKL)
- DFW China Town Mixed Use Development, Richardson, TX - (CRTKL)
- Village on the Parkway Office Tower, Dallas, TX - (CRTKL)
- Cleburne Station Retail Development, Cleburne, TX - (CRTKL)
- Rice Village Retail Renovation, Houston, TX - (CRTKL)
- Cottonwood Mixed Use Development, Salt Lake City, UT - (CRTKL)
- Bonofico High Street Mixed-Use Development, Manila, Philippines - (A3)
- BCG East Block Mixed Use Development, Makati, Philippines - (A3)
- Sapporo Office Building, Sapporo, Japan - (A3)
- Arbor Hills Crossing Retail Development, Ann Arbor, MI - (A3)
- Delphi World Headquarters Renovation, Auburn Hills, MI - (A3)



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



GREG SELVIDGE RRC

Senior Project Manager

Greg brings more than 25 years of experience specifically in fire station design and construction. Greg has a strong background in construction, architecture, and product design, especially as they relate to fire stations. Greg strives to provide clients with design solutions that are tailored to their needs and has extensive experience with construction administration and project management. He has worked on more than 30 fire stations throughout his career. Greg is currently working closely with the City of Apopka and Highlands County on fire station projects, as well as Polk County, with multiple fire stations in construction phases. Greg will be the main point of contact for the design team and will be responsible for project oversight and coordination.

EDUCATION

Bachelor of Architecture, Georgia Institute of Technology

CREDENTIALS

Florida Registered Residential Contractor, RR282811816

YEARS OF EXPERIENCE

27

YEARS WITH THE LUNZ GROUP

24

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

50%

RELATED EXPERIENCE

- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Sheriff's Office Burnham-McCall Training Center; Bartow, FL
- Polk County Fire Training Center; Polk County, FL
- Polk County Fire Station Prototype; Polk County, FL
- Polk County Sheriff's Office Intake Facility Renovation; Polk County, FL
- Vaughn Road Master Plan; Polk County, FL
- Pinellas Park Public Works Facility; Pinellas Park, FL
- Durbin Park Community Center; Kissimmee, FL
- Lake Myrtle Park; Auburndale, FL
- Mulberry Fire Station; Mulberry, FL
- Four Corners Fire Rescue; Four Corners, FL

ADDITIONAL EXPERIENCE

- Winter Haven Fire Station No. 2 Hardening; Winter Haven, FL
- South Lake Howard Nature Park Expansion; Winter Haven, FL
- Mulberry Fire Station; Mulberry, FL
- Marion County EMS Prototype Design; Marion County, FL
- Sanford Fire Station No. 40; Sanford, FL
- Sleepy Hill Fire Station; Lakeland, FL
- Galloway Fire Station; Lakeland, FL
- Apopka Fire Station No. 5; Apopka, FL
- Apopka Fire Station No. 6; Apopka, FL
- Haines City Fire Station; Haines City, FL
- Southwest Sumter Fire Station; Sumter County, FL
- North Wildwood Fire Station; Sumter County, FL
- Watkins Road Fire Rescue; Haines City, FL
- Northeast Regional Park Baseball Complex; Davenport, FL

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



STACY WITSCHEN AIA, RA, NCARB *Project Architect*

Stacy is an Architect at The Lunz Group. She has served on multiple teams within our firm and has managed some of The Lunz Group's largest projects. Stacy will serve as the Project Manager for this project and will be Charlotte County's point of contact. Stacy has worked on several high-profile projects including Lakeland Regional Health's Kathleen Medical Office Building, the Lakeland HighLine Vision, Summit and several projects for Watson Clinic. She has experience working on various project typologies such as master planning, multifamily and mixed-use facilities, commercial buildings, and more. She is passionate about community design on a local and regional level, with a focus on social justice.

EDUCATION

Bachelor of Design in Architecture,
University of Florida

Master of Architecture, Washington
University in St. Louis

Master of Urban Design, Washington
University in St. Louis

CREDENTIALS

Florida Registered Architect,
AR9101290

MEMBERSHIPS

Urban Land Institute (ULI) Member

ULI Women's Leadership Initiative
(WLI) Member

Leadership Winter Haven Member

YEARS OF EXPERIENCE

9

YEARS WITH THE LUNZ GROUP

9

OFFICE LOCATION

Lakeland, FL

SELECT EXPERIENCE

- Polk County Roads and Drainage Office Annex; Winter Haven, FL
- Polk County Fire Rescue Training Master Plan; Winter Haven, FL
- Polk County Fire Rescue Training Center; Winter Haven, FL
- Polk County Sheriff's Office Book-In Feasibility Study; Polk County, FL
- Lake Ariana Park; Auburndale, FL
- City of Winter Haven Master Planning; Winter Haven, FL
- Mulberry Government Conceptual Design; Mulberry, FL
- City of Lakeland Fire Training Facility; Lakeland, FL
- Sumter Creek Fire Logistics Operations Center; Sumter County, FL
- City of Winter Haven Master Plan; Winter Haven, FL
- Ledger Site Master Plan; Lakeland, FL
- North Downtown Lakeland Master Plan; Lakeland, FL
- Publix Downtown Office Buildings 1 and 4; Lakeland, FL
- Peace River Center Gilmore Building Expansion; Lakeland, FL

ADDITIONAL EXPERIENCE

- Summit Consulting Headquarters and Parking Garage; Lakeland, FL
- Lakeland Regional Health Kathleen Rd and I-4 Medical Office Building; Lakeland, FL
- Marion Creek Fire Rescue Station; Polk County, FL
- Watson Clinic South Urgent Care; Lakeland, FL
- CPS Investment Advisors Building Expansion; Lakeland, FL
- Alachua County Fire Station No. 80; Gainesville, FL
- Alachua County Fire Station No. 21; Alachua, FL
- Oak Street Apartments; Lakeland, FL
- Farm Credit Apopka Office; Apopka, FL
- Florida Southern College Early Learning Lab; Lakeland, FL
- Watson Clinic Main Allergy Renovation 2nd Floor; Lakeland, FL
- Sayde Gibbs Martin Community Center; Plant City, FL
- CPS Investment Advisors Concept Site Study and Plan; Lakeland, FL
- Recker Highway Conceptual Planning; Auburndale, FL
- Central Florida Health Care Medical Office Building; Dundee, FL



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



TRENT CHAMBERLAIN AIA

Senior Project Architect, QC

Trent is a Senior Project Architect, QC (Quality Control) at The Lunz Group. He acts as a third-party to the project to check drawings through a detailed review. Trent specializes in municipal, transportation, and correctional facility design. He has experience working with local city, county, and state and federal agencies including municipalities, the Florida Department of Corrections and the United States Postal Service. He has experience working on a variety of project typologies, including academic buildings, fire stations, correctional facilities, public and civic facilities, and more. Trent has a strong technical background from experience gained working as a Project Manager at several engineering firms and from more than 30 years with The Lunz Group.

EDUCATION

Bachelor of Architecture, Florida Agricultural & Mechanical University

CREDENTIALS

Florida Registered Architect,
AR0015550

YEARS OF EXPERIENCE

36

YEARS WITH THE LUNZ GROUP

32

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

5%

RELATED EXPERIENCE

- Polk County Sheriff's Office Boot Camp; Bartow, FL
- Polk County Utilities Operations; Winter Haven, FL
- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Sheriff's Burnham-McCall Training Center; Bartow, FL
- Plant City Utilities & Solid Waste Facility; Plant City, FL
- Hillsborough County Sheriff's Office Regional Canine Training Facility; Tampa, FL
- Osceola County Sheriff's Health Center Office; Kissimmee, FL
- Florida Department of Corrections Continuing Services; Statewide, FL
- Saddle Creek Warehouse; Auburndale, FL
- Saddle Creek Warehouse + Office Expansion; Auburndale, FL
- Sumter County Fire Logistics Operations Center; Sumter County, FL
- Watkins Road Fire Rescue; Haines City, FL
- Polk Correctional Institution Administration Remodel; Polk City, FL

ADDITIONAL EXPERIENCE

- NOAA Aircraft Operations Center Phase I; Lakeland, FL
- NOAA Aircraft Operations Center Phase II; Lakeland, FL
- United States Postal Service Design Standards; Nationwide
- Summit Consulting Headquarters and Parking Garage; Lakeland, FL
- Lakeland Fire Station No. 7/ARFF (Two Globe Rating)*; Lakeland, FL
- Alachua County Fire Station No. 80; Alachua, FL
- Austin-Tindall Regional Park Expansion; Kissimmee, FL
- Northeast Regional Park Baseball Complex; Davenport, FL
- World Equestrian Center Show Arena Complex; Ocala, FL
- World Equestrian Center RV Park Building; Ocala, FL
- Summit Consulting Headquarters + Parking Garage; Lakeland, FL
- Alachua County Fire Station No. 21; Alachua, FL
- Sanford Fire Station No. 40; Sanford, FL
- City of Lakeland Fire Training Facility; Lakeland, FL
- Bonnet Springs Park Special Structures; Lakeland, FL

**Green Globes Project*



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



THE LUNZ GROUP has intentionally selected this team of experts to provide Subject Matter Expertise and Engineering services for this Polk County project. Our firm has held long standing relationships with each consultant, with almost all consultants participating in Polk County projects alongside The Lunz Group. We present to you our highly-qualified team of experts:

CHASTAIN SKILLMAN | DCCM will provide Civil Engineering services for this project. They offer a comprehensive suite of services that include civil engineering, water/wastewater engineering, and land surveying. Chastain Skillman | DCCM has successfully completed thousands of projects across the southeastern United States, including municipal and county infrastructure, parks, roadways, educational facilities, commercial and residential developments, and utility improvements.

DIRT will provide Landscape Architecture services for this project. With more than 15 years of extensive experience, Dirt has worked on many project types such as force protection, streetscapes, park design, academic campuses, and community design and master planning. Dirt combines an extensive knowledge and passion of plant materials and for the history of landscape architecture to create designs that evolve from a site's cultural and physical environment.

FULLONE STRUCTURAL GROUP will provide Structural Engineering services for this project. Since 2008, Fullone Structural Group has built a reputation in providing exemplary technical expertise to owners, developers, and architects for their projects, through all stages of the design process. They have extensive experience on Polk County projects and specialize in several areas of structural engineering including the design of new structures, restoration and renovation of existing structures, metal stud engineering, engineering analysis, building envelope evaluations, forensic evaluations, and threshold inspections.

SGM ENGINEERING will provide Mechanical Engineering, Electrical Engineering, Plumbing Engineering and Fire Protection services for this project. SGM is a Minority Business Enterprise (MBE) and S Corporation headquartered in Orlando, FL, with offices in Tampa, Jacksonville, and Miami. With over 34 years of expertise, SGM specializes in designing, administering, and commissioning mechanical, electrical, plumbing, and fire protection systems. Serving public and private sectors, SGM excels in maintenance, renovations, and construction for municipalities, education, and commercial facilities. As a U.S. Green Building Council member, SGM integrates LEED® standards, prioritizing energy conservation and sustainability across all projects.

BLUE CORD, a Service Disabled Veteran Owner Small Business,, will provide Cost Estimation Services for this project. Blue Cord completes general contractor and subconsultant work throughout the southeastern United States. As a licensed general contractor, they complete construction projects for the VA in their clinics and facilities. They utilize this experience and construction knowledge to assist design teams create accurate budgets and cost estimates for clients to properly plan for future and current development needs.



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



W. RONALD CAUTHAN, PE

PRINCIPAL/VICE PRESIDENT OF CIVIL ENGINEERING



FIRM

ChastainSkillman | DCCM (Lakeland)

PROJECT ROLE

Project Manager

AVAILABILITY

40%

CITY OF RESIDENCE

Bartow, FL

EXPERIENCE

48 years

EDUCATION

BS, Engineering – The Citadel

FDOT Bridge Inspection Training

FDOT Advanced Maintenance of Traffic Certification (MOT)

LICENSES/REGISTRATIONS

Professional Engineer (Florida #27563, North Carolina #013081, Georgia #015837)

BACKGROUND

Mr. Cauthan is an experienced Civil Project Manager and Lead Civil Engineer specializing in roadway widening and highway construction projects in Central Florida. He has worked with various city and county clients, handling tasks from PD&E Studies to design and construction drawings. His expertise includes addressing unique permitting issues related to endangered species, noise, and drainage. Mr. Cauthan has designed and permitted projects across multiple Florida Water Management Districts and has extensive experience in stormwater system design and modeling. Additionally, he served as the County Consulting Engineer for Highlands County for 15 years, supporting the County Manager and Engineer with daily operational challenges.

POLK COUNTY SHERIFF TRAINING FACILITY

POLK COUNTY FIRE RESCUE | BARTOW, FL

Principal-in-Charge for the site development tasks associated with a 24,000 SF training facility for the Polk County, Florida Sheriff's Office. Tasks included stormwater, utilities extended to the site, including a pump station, grading and site development components. ChastainSkillman | DCCM worked with The Lunz Group to develop the site layout and obtain the various permits and approvals required for the site development. Prof. Services: \$112,760

CHILDREN'S ADVOCACY CENTER

HIGHLANDS COUNTY BOCC - SEBRING, FL

Project Manager. Provided civil site design and permitting for the office addition to the Children's Advocacy Center in Sebring. The addition almost doubled its original layout, bringing the total floor area to over 13,000 square feet. The civil design also included a major expansion of the parking lot and stormwater treatment area. Mr. Cauthan also provided the civil site design of the original structure, which was a remodel of an old convenience store. Prof. Services: \$72,000; Construction: \$575,000

SUMMIT OFFICE BUILDING

SUMMIT CONSULTING | LAKELAND, FL

Principal-in-Charge. ChastainSkillman | DCCM provided surveying and civil engineering services for Summit Consulting's new 135,000-square-foot office building and parking garage. The project included office space for 500 employees and 450 parking spaces, with 150 public spaces available during evenings and weekends. Services included site design, construction plans, permitting, and construction observation. The project was completed in April 2022. Prof. Services: \$83,515

HARDEN/PIPKIN ROADWAY IMPROVEMENTS

POLK COUNTY BOCC | LAKELAND, FL

Project Manager/Engineer of Record. The limits of this project cover a total of 2.19 miles of road widening and a major intersection improvement in a highly developed area of southwest Lakeland. ChastainSkillman | DCCM was retained to provide engineering, survey, roadway design alternatives, stormwater management facilities, wetland mitigation, floodplain evaluation, permit requirements, and cost estimates for construction, etc. The stormwater management facilities consist of major and minor stormwater conveyance systems, one existing detention pond retrofit, and three additional detention/retention ponds. Prof. Services: \$1,050,000; Construction: \$4M

NUCOR STEEL FLORIDA

NUCOR CORPORATION | FROSTPROOF, FL

Project Manager. Provided civil site design and permitting services for the construction of a \$240M steel plant in Frostproof, Florida. Civil engineering services included site grading and plans specific to parking areas, the entrance roadway, the administration office and guard house sidewalks and entrance ways. Construction specifications were provided for the earthwork, paving, grading, sanitary sewer and water distributions systems. Mr. Cauthan secured permitting through Polk County, SWFWMD and FDEP. Construction was completed in 2020. Prof. Services: \$131,000

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



FIRM

ChastainSkillman | DCCM (Lakeland)

PROJECT ROLE

Sr. Project Engineer

AVAILABILITY

45%

CITY OF RESIDENCE

Lakeland, FL

EXPERIENCE

33 years

EDUCATION

BS, Civil Engineering – West Virginia University

BS, Landscape Architecture – West Virginia University

LICENSES/REGISTRATIONS

Professional Engineer (Florida #86696, Maryland #32775, Pennsylvania #63091, West Virginia #16133,)

Registered Landscape Architecture (Kentucky #874, Maryland #3700, Texas #3709, Virginia #1862, West Virginia #250)

BACKGROUND

Mr. Forni has 33 years of experience in multi-discipline engineering and landscape architecture for both public and private sector clients. His project experience includes securing funding, project management, design, permitting, specification writing and construction management for municipal, county, state and federal projects, commercial, residential and industrial developments, mixed-use developments, parks and recreational facilities, and educational facilities.

POLK COUNTY SHERIFF TRAINING FACILITY

POLK COUNTY FIRE RESCUE | BARTOW, FL

Project Manager for the site development tasks associated with a 24,000 SF training facility for the Polk County, Florida Sheriff's Office. Tasks included stormwater, utilities extended to the site, including a pump station, grading and site development components. ChastainSkillman | DCCM worked with The Lunz Group to develop the site layout and obtain the various permits and approvals required for the site development. Prof. Services: \$112,760

SKYLAB INNOVATION CENTER

LAKELAND LINDER INTERNATIONAL AIRPORT | LAKELAND, FL

Senior Project Manager for the design of an 8,000 SF Skylab Building Expansion at the Aerospace Center for Excellence on the Sun 'N Fun Campus in Lakeland. The new Skylab building is a STEM learning center for students, which includes classroom space, an aerospace media center, a state-of-the art simulator training lab, event and exhibit space, and an aerospace resource center. Civil site design for the expansion included existing conditions/demolition plan, site grading and drainage, potable water service line modifications, sanitary sewer service modifications, and an erosion control plan, permitting and limited construction services. As Senior Project Manager, worked as a subconsultant to The Lunz Group (architect), owners, and other subconsultants to provide an addition to an existing facility. Services provided were utility extensions to the site, demolition of existing facilities, stormwater improvements, and circulation in and around the site. Prof. Services: \$25,565

HARDEE COUNTY AGRI-CIVIC CENTER

HARDEE COUNTY BOCC | WAUCHULA, FL

Engineering Project Manager for the proposed construction of a 5,300 SF addition to the existing Hardee County Agri-Civic Center. Responsibilities included the coordination and oversight of Surveying services, Geotechnical Investigation, Civil Site Plans and Specifications, and Limited Construction Administration Services. Site planning was coordinated with the architect and services also included the submittal of the required permit applications. Prof. Services: \$67,337

FLORIDA POLYTECHNIC UNIVERSITY APPLIED SCIENCE FACILITY

FLORIDA POLYTECHNIC UNIVERSITY | LAKELAND, FL

Project Manager for an 85,000 SF educational facility on the campus of Florida Polytechnic University located in Lakeland, Florida. Tasks included working with the architectural team to develop the site plan and to move the documents through the development process to produce construction level documents and obtain all site permits through the city and state agencies. Additional tasks included QA/QC responsibilities and a Construction Administration role during the construction process. Prof. Services: \$79,350

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

JEFFREY P. AMMERMAN, PSM REGIONAL SURVEY DIRECTOR



FIRM

ChastainSkillman | DCCM (Lakeland)

PROJECT ROLE

Survey Project Manager

AVAILABILITY

45%

CITY OF RESIDENCE

Lakeland, FL

EXPERIENCE

18 years

EDUCATION

BS, Geomatics – University of Florida
Florida Phosphate Council Mine Safety Training
Contractor Safety and Health Training
CF Industries Site Specific Training

LICENSES/REGISTRATIONS

Surveyor & Mapper (Florida #LS7388), 2022

BACKGROUND

Mr. Ammermann has 18 years of experience in the surveying industry providing topographic and corridor surveys, construction layout, boundary surveys, and environmental surveys. His responsibilities include providing construction layout for some of the area's largest construction projects that have included phosphate mining gypsum stacks and development projects. Mr. Ammermann provides boundary surveys for projects ranging from small tracts to parcels over 100+ acres in size including research and boundary calculations to assist project managers in completion of the boundary surveys. He also performs environmental surveys to depict delineation of wetlands and habitats and delineate the extent of environmental contamination.

HARDEE COUNTY AGRI-CIVIC CENTER

HARDEE COUNTY BOCC | WAUCHULA, FL

Survey Project Manager directly responsible for the oversight and management of surveying services inclusive of a topographic survey of an 8-acre parcel in Wauchula, Florida for the proposed construction of a 5,300 SF addition to the existing Hardee County Agri-Civic Center. The survey services performed include locating above ground improvements, spot elevations, invert elevations, trees 6-inch diameter or larger at approximately 4 feet above ground, pavement markings and signage. Prof. Services: \$67,337

NORTHEAST REGIONAL PARK (NERP) BASEBALL COMPLEX CENTER

POLK COUNTY BOCC - DAVENPORT, FL

Assistant Survey Project Manager. Provided land surveying services for the expansion of the Northeast Regional Park (NERP) which consisted of four collegiate baseball fields, lighting, fencing, synthetic turf, and a multipurpose concession building containing restrooms and storage space. The park's expansion officially opened to the public in March 2022. Prof. Services: \$528,928; Construction: \$5.6M

FIELDS MERCEDES-BENZ OF LAKELAND

FIELDS MERCEDES-BENZ OF LAKELAND | LAKELAND, FL

Survey Project Manager for the proposed building addition to the Fields Mercedes-Benz dealership located in Lakeland, Florida. The overall project includes four (4) service bay additions and office space totaling approximately 3,570 square feet with associated site work corresponding to the building bump outs. Survey services included the oversight and management of project specific survey services including office research, filed coordination, and quality control measures. Established monuments, boundary and/or right-of-way line location verification, spot elevations and one-foot (+/-) contours. Survey work also included providing invert information of accessible storm water and sanitary sewer structures, as well as office research, field coordination, and quality control measures as deemed necessary by CS to produce the survey. Prof. Services: \$51,830

HARDEE SENIOR HIGH SCHOOL

HARDEE COUNTY SCHOOL BOARD | WAUCHULA, FL

Survey Project Manager for the topographic survey of the facility which included, but was not limited to, locating and depicting aboveground improvements, providing spot elevations and one-foot contours based on North American Vertical Datum of 1988 (NAVD88), providing invert information of accessible stormwater and sanitary sewer structures, and locating shrubs and landscaping areas. Survey Fee: \$8,200

MULBERRY FIRE STATION

POLK COUNTY FIRE RESCUE | MULBERRY, FL

Survey QA/QC Review. Responsible for the oversight of survey services provided for this project, which included a boundary and topographic survey of a parcel on the 5-acre project site. Survey Fee: \$5,600

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



SEAN C. CHILDS

ASSISTANT PROJECT MANAGER/CAD TECHNICIAN



FIRM

ChastainSkillman | DCCM (Lakeland)

PROJECT ROLE

Assistant Project Manager

AVAILABILITY

75%

CITY OF RESIDENCE

Lakeland, FL

EXPERIENCE

15 years

EDUCATION

Florida Phosphate Council

Mine Safety Training

OSHA Training

Mine Safety and Health

Administration Training

CF Industries Site Specific

Training

Hazwoper Certified

TWIC Certified

Port of Tampa Access

BACKGROUND

Mr. Childs has 15 years of surveying experience, specializing in topographic, construction layout, boundary, and environmental surveys. He leads field crews and ensures quality assurance for numerous projects, including engineering design support, phosphate mining, educational institutions, and development projects. His work spans small tracts to parcels over 10,000 acres, including ALTA/ASCM Land Title Surveys across Florida. Additionally, he conducts surveys for wetland delineation, groundwater elevation, and environmental contamination.

HARDEE COUNTY AGRI-CIVIC CENTER

HARDEE COUNTY BOCC | WAUCHULA, FL

CAD Drafter. Responsible for assisting in the oversight and management of surveying services, including a topographic survey of an 8-acre parcel in Wauchula, Florida, for the proposed construction of a 5,300 SF addition to the existing Hardee County Agri-Civic Center. The survey services performed included locating above-ground improvements, spot elevations, invert elevations, trees 6 inches in diameter or larger at approximately 4 feet above ground, pavement markings, and signage. Prof. Services: \$67,337

NORTHEAST REGIONAL PARK (NERP) BASEBALL COMPLEX CENTER

POLK COUNTY BOCC - DAVENPORT, FL

Field Crew Member and CAD Drafter. Provided land surveying services for the expansion of the Northeast Regional Park (NERP) which consisted of four collegiate baseball fields, lighting, fencing, synthetic turf, and a multipurpose concession building containing restrooms and storage space. The park's expansion officially opened to the public in March 2022. Prof. Services: \$528,928; Construction: \$5.6M

SUMMIT OFFICE BUILDING

SUMMIT CONSULTING | LAKELAND, FL

CAD Drafter. ChastainSkillman | DCCM provided surveying and civil engineering services for Summit Consulting's new 135,000-square-foot office building and parking garage. The project included office space for 500 employees and 450 parking spaces, with 150 public spaces available during evenings and weekends. Services included site design, construction plans, permitting, and construction observation. The project was completed in April 2022. Prof. Services: \$83,515

MASTERPIECE FIRE STATION

POLK COUNTY FIRE RESCUE | LAKE WALES, FL

CAD Drafter. Responsible for assisting in the oversight of survey services provided for the new Polk County fire station at the intersection of Masterpiece Road and Big Tank Road in Lake Wales, FL. Survey services include topographic and boundary survey. Survey Fee: \$7,735

NUCOR STEEL FLORIDA

NUCOR CORPORATION | FROSTPROOF, FL

CAD Drafter. ChastainSkillman | DCCM provided civil site design and permitting services for the construction of a \$240M steel plant in Frostproof, Florida. Civil engineering services included site grading and plans specific to parking areas, the entrance roadway, the administration office and guard house sidewalks and entrance ways. Construction specifications were provided for the earthwork, paving, grading, sanitary sewer and water distributions systems. Additionally, ChastainSkillman | DCCM secured permitting through Polk County, SWFWMD and FDEP. Construction was completed in 2020. Prof. Services: \$131,000

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

BOBBY SHAHNAMI, PE, CXA, LEED AP BD+C

Principal-in-Charge; Senior Mechanical Engineer

Mr. Shahnam, President of SGM Engineering has extensive experience in program, business development, project, construction management and capable of managing several projects simultaneously in the fields of Mechanical, Plumbing, and Fire Protection Engineering. Having worked on over 3000 projects with SGM he has a clear understanding of the design and construction sectors. Mr. Shahnam has a diverse blend of public and private sector senior management and executive leadership experience providing creative strategic solutions to his clients and projects throughout his career.

His experience includes over \$5B in construction value. Additionally, Mr. Shahnam boasts over 26 years of experience in engineering and MEP quality control, and more than 17 years as a commissioning agent in the municipal sector. His experience also includes providing energy savings of 50% above ASHRAE 90.1 standards, has extensive hydronic and airside troubleshooting experience, and able to seamlessly link BACnet, LonTalk, Modbus and other common open protocol devices into a single system.

RELATED EXPERIENCE

- » City of Orlando CNG Maintenance Building | City of Orlando | Sr. Mechanical Engineer | \$525,000 | 5,600 SF
- » St. Petersburg & Clearwater Airport Maintenance Facility | St. Petersburg Airport | Sr. Mechanical Engineer | \$2.6M | 14,500 SF
- » SDOC Bus Maintenance Facility, Transportation West | School District of Osceola County | Sr. Mechanical Engineer | \$24M
- » Fleet Maintenance Facility | School District of Osceola County | Sr. Mechanical Engineer | \$16M
- » Sheriff's Department Fleet Management Center | Osceola County Government | Sr. Mechanical Engineer | \$300,000
- » North West Transportation Compound Emergency Generator | Marion County Public Schools | Sr. Mechanical Engineer | \$350,000
- » LYNX Paratransit | LYNX | Sr. Mechanical Engineer | \$3.8M
- » Magic Way Master Plan | Orange County Public Schools | Sr. Mechanical Engineer | \$750,000 | 128 Acres
- » Magic Way Fuel Station & Service Complex | Orange County Public Schools | Sr. Mechanical Engineer | \$998,000
- » Backup Data Center Design-Build | Central Florida Expressway Authority | Sr. Mechanical Engineer | \$1.2M | 1,500 SF
- » Hillsborough County Public Safety Operations Complex | Hillsborough County | Sr. Mechanical Engineer | \$26M | 77,500 SF

SGM

ENGINEERING



TITLE

President

REGISTRATION

FL Engineer #78419

ACG Certified
Commissioning
Authority

LEED Accredited
Professional Building
Design & Construction

YEARS EXPERIENCE

26 Years Total
Experience

26 Years with SGM

EDUCATION

BS in Mechanical
Engineering, University
of Central Florida

AVAILABILITY

45%

CITY OF RESIDENCE

Winter Park

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

JUSTIN MUNDELL, PE, RCDD

Senior Electrical Engineer

Mr. Mundell, Principal of SGM, has 21 years of experience in his field as an Electrical Engineer. His responsibilities include client service, design and engineering, planning, construction services, project delivery, and quality assurance. He has been involved in all aspects of new, renovation, addition, and modernization construction type projects from conceptual design to project closeout for Public and Private Clients throughout Central and South Florida.

His vast experience as an electrical engineer includes: project management, permitting, job costing, major purchases/subcontracts, submittals, scheduling, manpower loading, field coordination, change order estimating, technical assistance to field personnel, and project closeouts for the public and private sector. He is skilled in the design of electrical systems and has extensive experience with electrical renovations, alterations, and additions.

RELATED EXPERIENCE

- » City of Orlando CNG Maintenance Building | City of Orlando | Sr. Electrical Engineer | \$525,000 | 5,600 SF
- » St. Petersburg & Clearwater Airport Maintenance Facility | St. Petersburg Airport | Sr. Electrical Engineer | \$2.6M | 14,500 SF
- » SDOC Bus Maintenance Facility, Transportation West | School District of Osceola County | Project Manager | \$24M
- » Fleet Maintenance Facility | School District of Osceola County | Project Manager | \$16M
- » Sheriff's Department Fleet Management Center | Osceola County Government | Sr. Electrical Engineer | \$300,000
- » LYNX Guard Booths LOC and Kissimmee | LYNX | Project Manager | \$100,000
- » LYNX Paratransit | LYNX | Sr. Electrical Engineer | \$3.8M
- » North West Transportation Compound Emergency Generator | Marion County Public Schools | Sr. Electrical Engineer | \$350,000
- » Magic Way Master Plan | Orange County Public Schools | Sr. Electrical Engineer | \$750,000 | 128 Acres
- » Magic Way Fuel Station & Service Complex | Orange County Public Schools | Sr. Electrical Engineer | \$998,000
- » Backup Data Center Design-Build | Central Florida Expressway Authority | Sr. Electrical/Communications Engineer | \$1.2M | 1,500 SF
- » UCF CEM Fire Alarm Replacement | University of Central Florida | Sr. Electrical/Fire Alarm Engineer | \$688,000

SGM
ENGINEERING



TITLE

Principal

REGISTRATION

FL Engineer #70700

Registered
Communications
Distribution Designer

YEARS EXPERIENCE

21 Years Total
Experience

18 Years with SGM

EDUCATION

BS in Electrical
Engineering, University
of Central Florida

AVAILABILITY

45%

CITY OF RESIDENCE

Orlando

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

JERRY SCHNEIDER

Fire Protection Engineering

Mr. Schneider has over 34 years of plumbing and fire protection design/ construction administration experience for local and federal governments, K-12, higher education, commercial, institutional, health/science labs, clinics, student housing, and residential type projects throughout Florida. He is familiar with Florida's state and local code requirements, ASPE Guidelines, NFPA, and International Code Standards. He is knowledgeable in national building and fire codes as well as water-based fire extinguishing systems, smoke control systems, detection systems, and alarm systems

RELATED EXPERIENCE

- » LYNX Paratransit | LYNX | Plumbing/FP Engineering | \$3.8M
- » Sheriff's Department Fleet Management Center | Osceola County Government | Plumbing/FP Engineering | \$300,000
- » SDOC Bus Maintenance Facility, Transportation West | School District of Osceola County | Plumbing/FP Engineering | \$24M
- » Fleet Maintenance Facility | School District of Osceola County | Plumbing/FP Engineering | \$16M
- » Northwest Transportation Compound | Marion County Public Schools | Plumbing/FP Engineering | \$602,800
- » Design Build for New County Library Branch - St. Augustine | St. Johns County | Plumbing/FP Engineering | Est. \$7.5M | 20,000 SF
- » Public Safety Operations Center | Hillsborough County | Plumbing/FP Engineering | \$26M
- » Jacksonville Main Library Design & Retro-Commissioning | City of Jacksonville | Plumbing/FP Engineering | \$450,000 | 300,000 SF
- » Orange County Cultural Community Center | Orange County | Plumbing/FP Engineering | \$4.2M | 17,688 SF
- » Fort Lauderdale War Memorial Auditorium | City of Fort Lauderdale | Plumbing/FP Engineering | \$1.8M | 40,000 SF
- » Internal Operations Center II Chiller Replacement | Orange County Government | Plumbing/FP Engineering | \$400,000
- » Public Works Administration EOC Building HVAC Renovation | City of Fort Lauderdale | Plumbing/FP Engineering | \$3.5M
- » Orange County Courthouse Complex Upgrades | Orange County Government | Plumbing/FP Engineering | \$7M | 1,127,200 SF
- » Corrections Government Office Chiller Expansion | Orange County Government | Plumbing/FP Engineering | \$3.5M | 300,000 SF

SGM
ENGINEERING



TITLE

Office Director - Tampa Division

YEARS EXPERIENCE

34.5 Years Total Experience

17.5 Years with SGM

EDUCATION

Autodesk Training for Building Systems

AVAILABILITY

45%

CITY OF RESIDENCE

Tampa

SGM
ENGINEERING
Orlando
Miami
Tampa
Jacksonville

1991 - 2024
33
YEARS OF
EXCELLENCE
IN CONSTRUCTION

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



FULLONE
STRUCTURAL
GROUP, INC

2253 CENTRAL AVENUE, #105
ST. PETERSBURG, FL. 33713
PHONE: (727) 577-2222

Joseph P. Fullone, P.E., S.I., C.G.C. | President

Principal Structural Engineer

Joseph Fullone, founder of Fullone Structural Group, Inc., established the firm in 2008. He has extensive experience in both construction and structural engineering. He utilizes his knowledge and years of experience from the construction industry to provide clients with both structurally sound and economical designs.

Registration:

Professional Engineer – Florida – #67563
Special (Threshold) Inspector – Florida – #7026832
Certified General Contractor – Florida – CGC1513917
Professional Engineer – Alabama – #31856-E
Professional Engineer – Pennsylvania – #PE082040
Professional Engineer – Georgia – #PE038854
NCEES Records Holder – #37515

Education:

University of South Florida - Bachelor of Science in Civil & Environmental Engineering

Experience:

28 Years Experience in Construction & Structural Engineering – 16 years as President of Fullone Structural Group

Select Projects:

	Size	Location
Mill Run Park – Fire Station	12,750sf	Kissimmee, FL
Eaton Park – Fire Rescue	11,760sf	Lakeland, FL
Moore Road – Fire Station	11,760sf	Lakeland, FL
Apopka – Fire Station #6	8,065sf	Apopka, FL
Masterpiece – Fire Station	11,760sf	Lake Wales, FL
Marion County – EMS Prototype	20,450sf	Ocala, FL
Watkins Road – Fire Rescue Station	11,760sf	Haines City, FL
Galloway – Fire Station	11,760sf	Lakeland, FL
Loughman – Fire Station	11,760sf	Davenport, FL
Nalcrest – Fire Station	11,760sf	Lake Wales, FL
Frostproof – Fire Station	11,760sf	Frostproof, FL
Winter Haven – Fire Station #3	11,620sf	Winter Haven, FL
Kathleen Road – Sleepy Hill Fire Station (Polk County Prototype)	11,760sf	Lakeland, FL
West Wildwood – Fire Station	8,142sf	Wildwood, FL
Mulberry Park – Fire Station	8,800sf	Mulberry, FL
Apopka – Fire Station #5	8,900sf	Apopka, FL
Marion Creek – Fire Station	8,500sf	Poinciana, FL
NOAA MRO Hangar – Lakeland Linder Airport – Cat. IV – Exp. D	110,000sf	Polk County, FL
Sumter County Sheriffs Impound Yard	6,000sf	Sumter County, FL
Sumter County 911 Call Dispatch Center – Reno	3,000sf	Sumter County, FL
Sumter County Sheriff's Heliport & Hangar	5,000sf	Sumter County, FL
Sumter County Fire Logistics	5,000sf	Sumter County, FL
City of St Pete Police Department – Training Facility	15,000sf	Pinellas County, FL
Tampa Police Department – Firing Range, Classrooms & Shoot House	70,000sf	Tampa, FL
Pinellas County Sheriff's – Firing Range, Classrooms & Shoot House	55,100sf	Pinellas, FL

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



LEIGH ANN LUNZ PLA

Principal, Landscape Architect

Leigh Ann Lunz is a registered landscape architect with more than 15 years of extensive experience in landscape design, master site planning, and urban design. Over the course of her career, she has worked on many project types such as force protection, streetscapes, park design, academic campuses, and community design and master planning. She combines an extensive knowledge and passion of plant materials and for the history of landscape architecture to create designs that evolve from a site's cultural and physical environment. As principal of the firm, she actively participates in all aspects of the design process including conceptual design, program analysis, design development, client presentations, construction documentation, and construction observation.

EDUCATION

Purdue University, Bachelor of Science in Landscape Architecture

Purdue University,
Associate in Horticulture

CREDENTIALS

Florida Registered Landscape Architect: LA6667086

YEARS OF EXPERIENCE

23

YEARS WITH DIRT

17

OFFICE LOCATION

Lakeland, FL

ANTICIPATED AVAILABILITY

60%

RELATED EXPERIENCE

- Polk County Roads and Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff Burnham-McCall Training Center; Bartow, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk Regional Water Cooperative Water Processing Facility; Polk County, FL
- Polk County Fire Training Center; Polk County, FL
- Winter Haven Fire Station No. 3; Winter Haven, FL
- Masterpiece Road Fire Station; Haines City, FL
- Watkins Road Fire Rescue Station; Haines City, FL
- Frostproof Fire Station; Frostproof, FL
- Moore Road Fire Rescue Station; Lakeland, FL
- Mulberry Fire Rescue Station; Mulberry, FL
- Haines City Fire Station; Haines City, FL
- Galloway Fire Station; Polk County, FL
- Titusville Transfer Station; Titusville, FL

ADDITIONAL EXPERIENCE

- Apopka Fire Station No. 5; Apopka, FL
- Eckerd College Athletic Complex & Fields Master Plan; St. Petersburg, FL
- Lakeland Fire Station No. 7/ARFF (Two Globe Rating)*; Lakeland, FL
- Kissimmee Fire Station No. 15 / ARFF Design; Kissimmee, FL
- University of Florida Nano-Scale Building; Gainesville, FL
- University of Florida Graham Center; Gainesville, FL
- Saint Leo NCAA Lacrosse/Soccer Stadium and Parking Garage***; Saint Leo, FL
- Lakeland Regional Health I-4 & Kathleen Road Medical Office Building; Lakeland, FL
- Sun N' Fun Project Skylab; Lakeland, FL
- Plant City Tournament Management Facility; Plant City, FL
- East Bushnell Fire Station No. 11; Bushnell, FL
- City of Wildwood Fire Station; Wildwood, FL
- City of Sanford Fire Station No. 40; Sanford, FL
- Summit Consulting Headquarters & Parking Garage; Lakeland, FL

Green Globes Project *Designed to LEED Silver Criteria*



JOHN HOIBRATEN, JR., LEED AP

PRESIDENT, BLUE CORD PROFESSIONAL SERVICES

ROLE IN CONTRACT

Cost Estimating / QA/QC

YEARS EXPERIENCE

7 Years with Blue Cord
20 Years with Other Firms

EDUCATION

Brevard Community College
Florida Community
College of Jacksonville 1995-
1997

CERTIFICATIONS

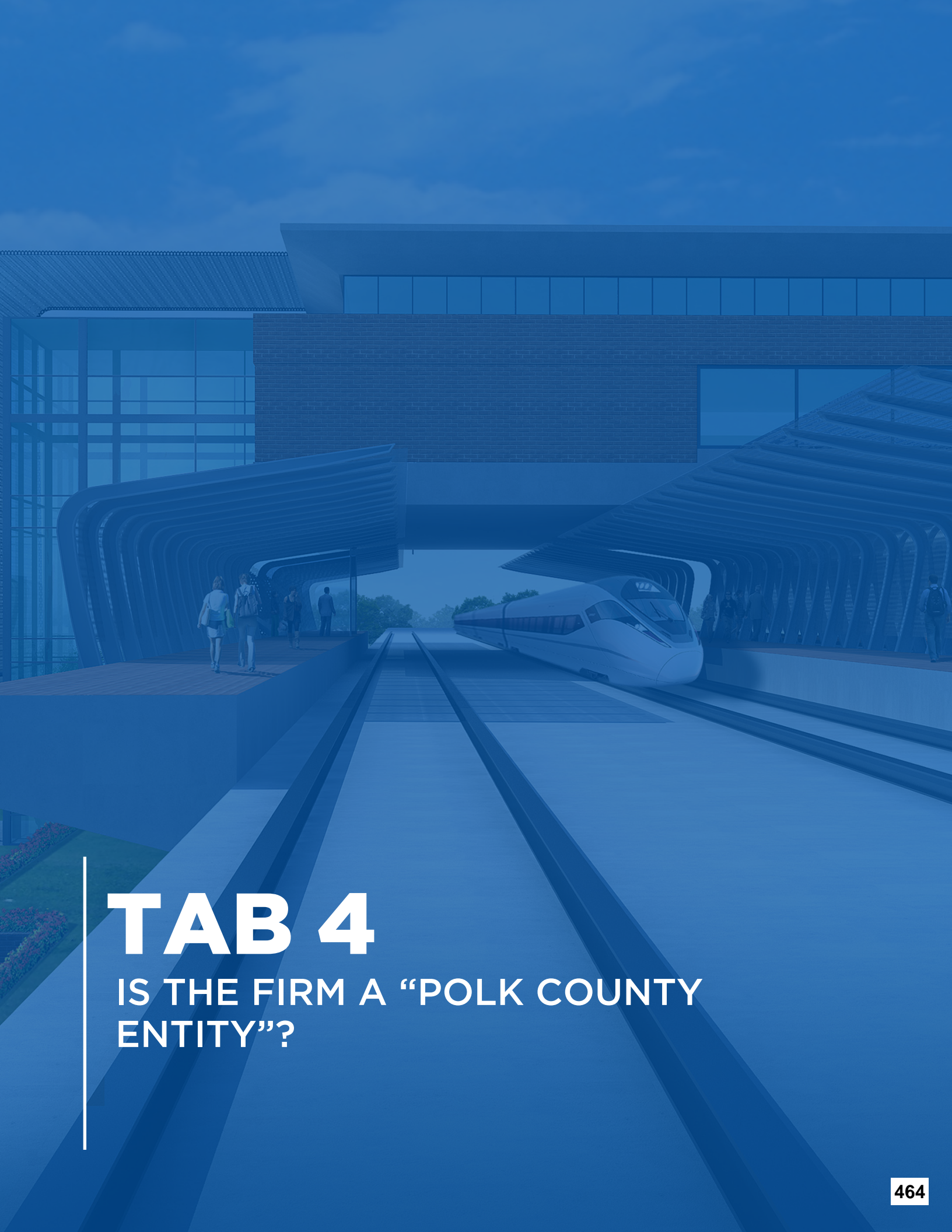
CGC (FL #1522733)
LEED Accredited Professional
SWPPP

John has more than 27 years' relevant knowledge of the construction industry, spanning from construction management of hard bid projects to design-build projects as a project manager. He has been with Blue Cord since 2018 as the Vice President of Construction and the President of our Professional Services Division. Mr. Hoibraten is certified as a LEED-Accredited Professional and is licensed as a General Contractor.

John's role in Professional Services include attending design meetings and providing cost and construction input, providing cost estimates, providing construction narratives, QA/QC of construction documents, providing construction schedule and schedule reviews, submittal reviews and on-site inspections.

RELEVANT EXPERIENCE

- Orange County Public Schools, Continuing Contract (2017-2021): Provide qualified assistance in pricing and complete of projects within OCPS. Annual contract that was renewed for multiple years. Blue Cord canceled in April 2021 to pursue other opportunities through Capital Planning.
- Orange County Public Schools, 5-Site HVAC - Matern Engineering
- University of Central Florida
- Orange County Convention Center, Meeting Room Renovations, Orlando, FL: As consultant to ADC International, Blue Cord is providing project schedules and cost estimates, as well as construction narrative, plan reviews, and onsite construction reviews.
- Orange County Utilities Operations Center East, Orlando, FL: As consultant to Rhodes + Brito Architects, Blue Cord is performing cost estimating services, constructability reviews at each design phase, and quality control efforts for this \$20 million, 82,000 SF project.
- Camping World Stadium Renovation, Orange County, Orlando, FL: As a consultant to HNTB, Blue Cord provided QA/QC of construction documents and ongoing site inspection of the construction progress.



TAB 4

IS THE FIRM A “POLK COUNTY
ENTITY”?

IS THE FIRM A “POLK COUNTY ENTITY”?

LOCATION + CAPACITY

Our teams below are currently working on a multitude of projects within the state of Florida throughout various counties. The proposed personnel listed in the submittal shall be available and assigned to this project. We are able to begin working immediately on the project needs and the individuals in the submittal shall be available for tasks as assigned.

All elements of work will be provided in the state of Florida at each firms' respective locations, listed below. Each firm will visit the site or attend meetings with the client as defined by the needs for this project.

The Lunz Group - HQ

58 Lake Morton Drive
Lakeland, Florida 33801
Years in Operation: 37
Employees: 27

The Lunz Group Celebration

615 Celebration Ave
Celebration, Florida 34747
Years in Operation: 7
Employees: 1

Chastain Skillman | DCCM

205 E Orange Street, Suite 110
Lakeland, FL 33801
Years in Operation: 74 Years
Employees: 50+

Fullone Structural Group

2253 Central Ave #105
St. Petersburg, FL 33713
Years in Operation: 17
Employees: 6

DIRT

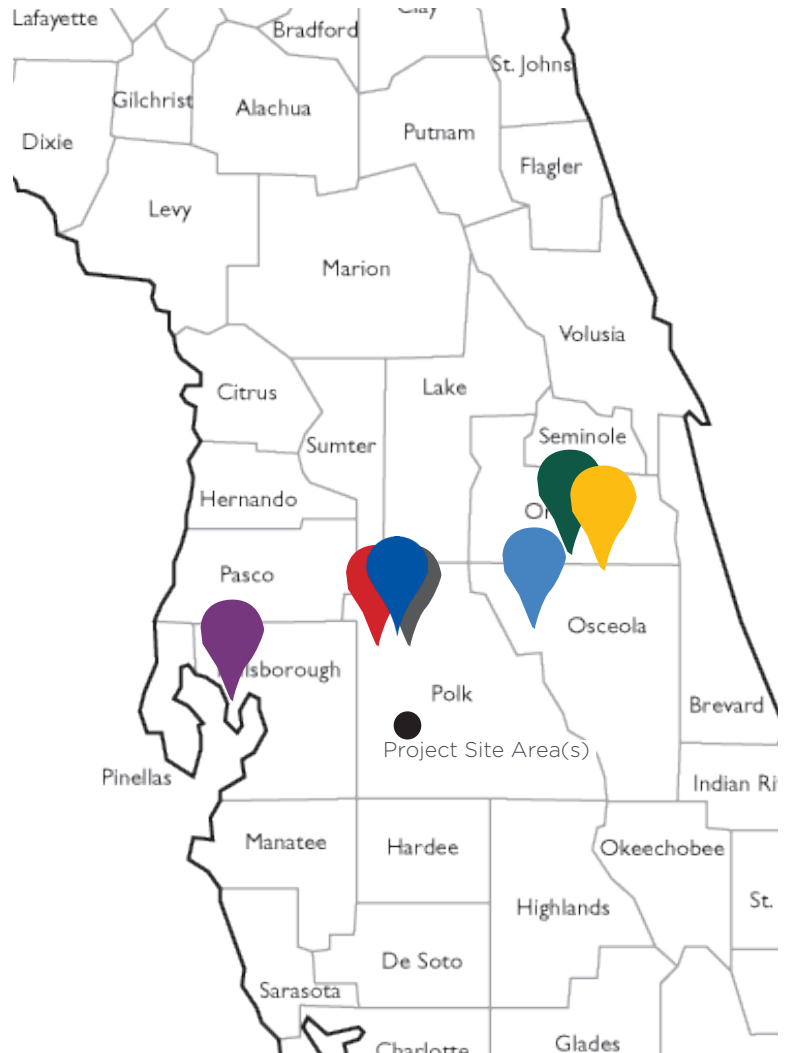
922 Fairlington Drive
Lakeland, FL 33813
Years in Operation: 17
Employees: 1

SGM Engineering

935 Lake Baldwin Ln
Orlando, FL 32814
Years in Operation: 33+
Employees: 63

Blue Cord

835 Bennett Road, Suite 100
Orlando, FL 32803
Years in Operation: 14
Employees: 40



POLK COUNTY LOCAL BUSINESS TAX RECEIPT	
ACCOUNT NO. 59	CLASS: B+
EXPIRES: 09/30/2024	
OWNER NAME	LOCATION
BRADLEY T LUNZ	58 LAKE MORTON DR LAKELAND
BUSINESS NAME AND MAILING ADDRESS	CODE ACTIVITY TYPE
THE LUNZ GROUP THE LUNZ GROUP 58 LAKE MORTON DR LAKELAND, FL 33801344	840010 ARCHITECT PROFESSIONAL LICENSE (IF APPLICABLE)
OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE PROMINENTLY DISPLAYED AT THE BUSINESS LOCATION
PAID - 1695537 08/14/2023 OPY OLP 57.75	THE LUNZ GROUP



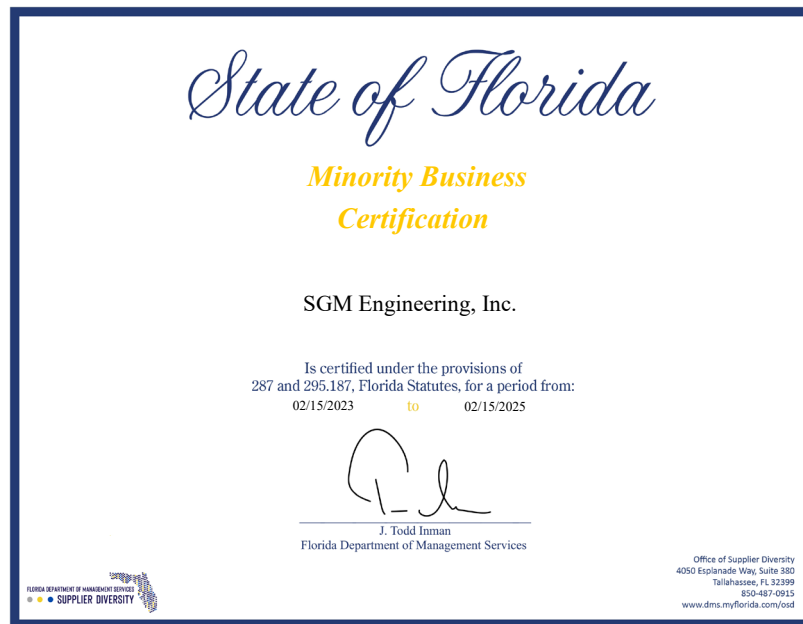
TAB 5

IS THE FIRM A “CERTIFIED
WOMAN OR MINORITY
BUSINESS ENTERPRISE”

IS THE FIRM A “CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE”

The Lunz Group is not a Certified Woman or Minority Business Enterprise. However, The Lunz Group recognizes the importance of diversity and inclusion in today’s business landscape and are dedicated to supporting and empowering underrepresented groups in our field. By embracing diversity in all its forms, we aim to contribute to a more equitable and inclusive economy, where every individual has the opportunity to thrive. We actively seek opportunities to collaborate with minority and women-owned businesses when possible; in this case, we would collaborate with Polk County to actively seek a MWBE certified GC/CMAR and/or work with the GC/CMAR to utilize local MWBE certified suppliers/vendors.

Our MEPFP Engineering team, SGM Engineering, is a Certified Minority Business Enterprise. Our firms have collaborated closely on a multitude of projects over the years. See their certificate below.



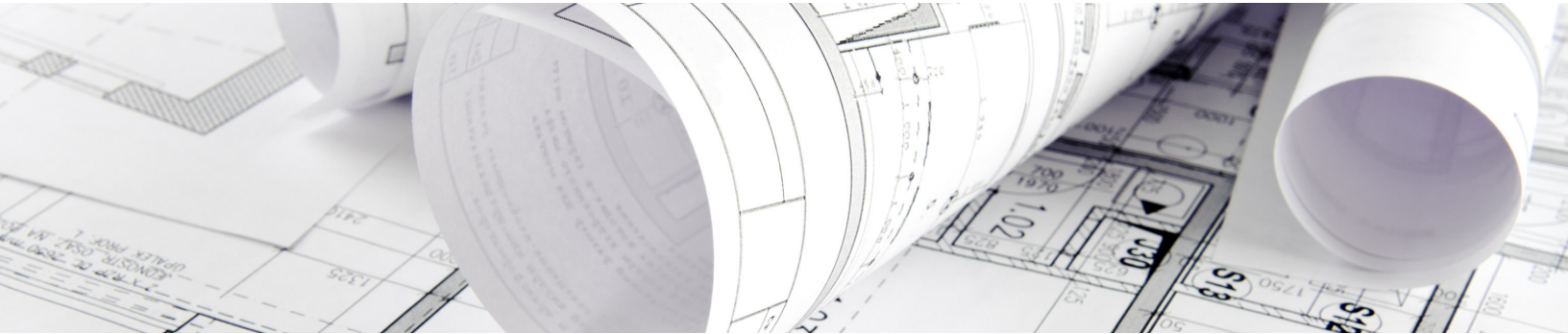


TAB 6

INTERACTION WITH COUNTY
AND REGULATORY AGENCY
STAFF

INTERACTION WITH COUNTY AND REGULATORY STAFF

INTERACTION WITH POLK COUNTY | Our team's combined municipal experience in consultation, design, administration, permitting, governing regulations and construction phase services gives us the specific understanding of how to work with our regulatory agencies, facilities management, the sheriff's office, department divisions, elected officials and stakeholders, as well as the local community. Our attention to detail and ability to fast-track submission often means much less time in the permitting process – meaning a quicker project start-up for construction. Our decades of experience working with the County have provided us with the knowledge and understanding of working with Polk County facilities, elected officials and stakeholders and regulatory agencies in the County.



EXPERIENCE WITH AGENCIES | The Lunz Group's more than 30 year working relationship with Polk County has given us the knowledge and experience in working with our local regulatory agencies. Our team has the experience and working relationships within the County as it relates to the several aspects of a project, including permitting, construction, applications, consultation, governing regulations, SWFWMD and more. We consider ourselves to be an extension of the municipality's staff and are committed to the success of the projects we take on.





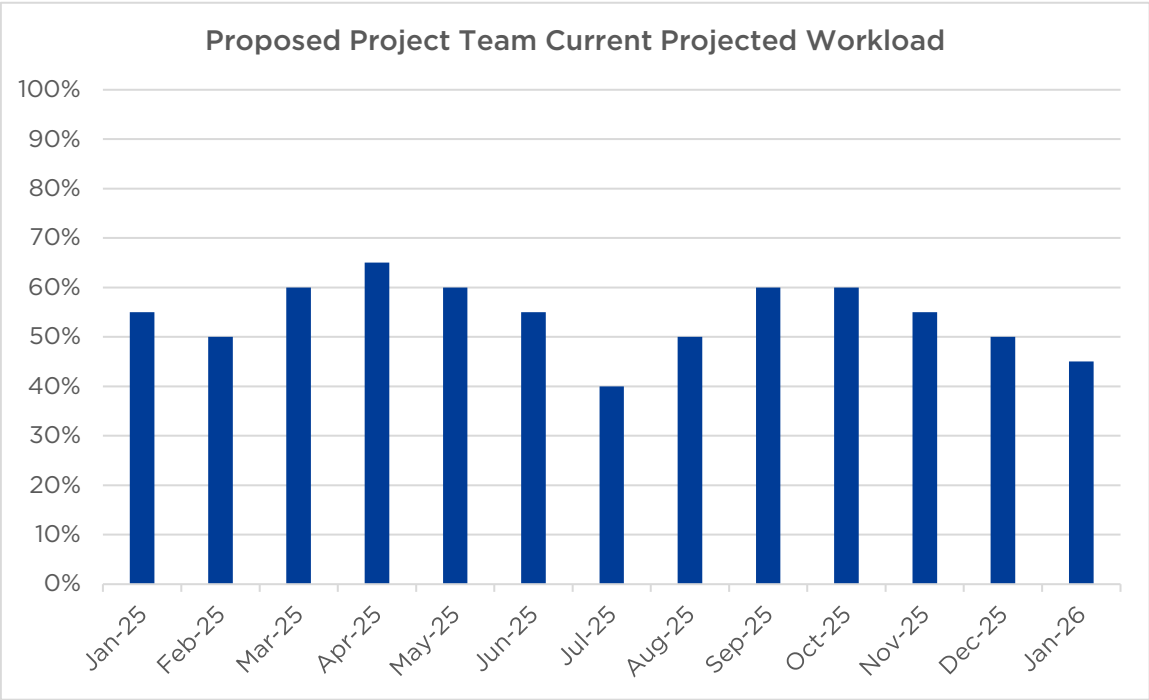
TAB 7

TIMELY COMPLETION OF PROJECTS

TIMELY COMPLETION OF PROJECTS

CURRENT & FUTURE WORKLOAD

Built with a staff of more than 24 degreed professionals, The Lunz Group team includes six (6) licensed architects alongside additional staff composed of designers, technical personnel and a dedicated administrative staff. Our team also maintains additional certifications and professional affiliations beyond professional licensure including one (1) LEED AP and one (1) Registered Residential Contractor. Not only that, but our team members are invested in our communities as well, serving on various committees, community boards and chairing local organizations for numerous causes and community development efforts. With this level of staffing, we have the capability to successfully accommodate several projects simultaneously. Below is an estimated projected workload that is tentative and subject to change.



KEY PERSONNEL ANTICIPATED AVAILABILITY

- Greg Selvidge, Senior Project Manager | Anticipated 50% Availability
- Stacy Witschen, Project Architect | Anticipated 70% Availability
- Trent Chamberlain, Senior Project Architect, QC | Anticipated 5% Availability
- Bradley T. Lunz, Principal In Charge | Anticipated 10% Availability
- Craig Fennig, Managing Director | Anticipated 5% Availability
- Production Staff Design Support | Anticipated 100% Availability

Our team meets regularly with our consultants to discuss the status of the project. The Project Manager conducts a weekly walk-through of tasks to be completed for the following week to ensure tasks are being managed and completed on schedule. Specifically, timeline schedule charts and budget analysis are discussed; near-term deliverables are defined. This process alerts the team to tasks that are pending or falling behind schedule so that steps can be planned to bring those tasks back to schedule compliance. Our Leadership team meets weekly for resource planning. During all phases of the project, our team tracks budget adherence and assures quality, to ensure the county is receiving an exceptional attention and all efforts are made to ensure expectations are met and there is a timely completion.



TAB 8

SURVEYS OF PAST
PERFORMANCE

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Steve McMillan (Name of Person completing survey)
Polk County (Name of Client Company/Contractor)
Phone Number: 863.534.5511 Email: stevemcmillan@polk-county.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Polk County Roads & Drainage Office Annex

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: \$275,000 Ending Cost: \$275,000

Contract Start Date: 2018 Contract End Date: 2020

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Steve McMillan (Name of Person completing survey)
Polk County (Name of Client Company/Contractor)
Phone Number: 863.534.5511 Email: stevemcmillan@polk-county.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Polk County Utilities Operations

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: \$423,000 Ending Cost: \$423,000

Contract Start Date: 2016 Contract End Date: 2018

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Hye (Jay) Kwag (Name of Person completing survey)

City of Plant City (Name of Client Company/Contractor)

Phone Number: 813.365.4929 Email: hkwag@plantcitygov.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Utilities and Solid Waste Department Facility

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: 290,550 Ending Cost: TBD

Contract Start Date: November 2023 Contract End Date: Est. February 2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	NA
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Hye (Jay) Kwag

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 24-273, Professional Architectural & Engineering Service for the Polk County
Utilities Division Northeast Regional Warehouse-Operations Building/Fleet Campus.

To: Steve Majko (Name of Person completing survey)
City of Pinellas Park (Name of Client Company/Consultant)
Phone Number: 727.369.5662 Email: smajko@pinellas-park.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Pinellas Park Public Works

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: _____ Ending Cost: \$4.9M

Contract Start Date: 2017 Contract End Date: 2018

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	7
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	7
4	Professionalism and ability to manage	(1-10)	7
5	Close out process	(1-10)	7
6	Ability to communicate with Client's staff	(1-10)	6
7	Ability to resolve issues promptly	(1-10)	7
8	Ability to follow protocol	(1-10)	8
9	Ability to maintain proper documentation	(1-10)	7
10	Appropriate application of technology	(1-10)	6
11	Overall Client satisfaction and comfort level in hiring	(1-10)	7
12	Ability to offer solid recommendations	(1-10)	6
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	8

Printed Name of Evaluator Steve Majko

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com

Cultivating Communities.

We are passionate about utilizing our highly-interactive design process to work with our clients to develop unique and effective design solutions for projects of all scales and complexities. As experts in designing projects for various market sectors, we combine our experience and problem-solving skills to provide our clients the best service and execute a successful final product.



May 19, 2025

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830

RE: RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility
TLG Project No. 24189.01

Dear Procurement Division:

Thank you for inviting The Lunz Group to provide our proposal for professional services to Polk County ("Client"). The Lunz Group looks forward to partnering and collaborating with you and your team to develop Mulberry Roadway Maintenance Facility, located in Winter Haven, Florida. Upon your review of our qualifications, we are confident you will conclude our project team has the required expertise to ensure a successful project outcome. We look forward to the opportunity to discuss our proposal with you and your team at your earliest convenience.

Approach + Methodology

At The Lunz Group, we approach every project the same way: by listening. We listen to your vision, goals, and challenges. We ask the pivotal questions to ensure your investment meets you at a higher value. We recognize values beyond the mere built environment, emphasizing the importance of your vision. Prior to the design process, we work closely with you to identify and address any anticipated or existing obstacles.

Understanding your needs and expectations forms the foundation of our approach. Not every project is one-size-fits-all. We compose the right team around your project's needs. Our agility, adaptability, and collaborative spirit enables us to pivot swiftly and effectively. Our expertise is in identifying where the value of your budget should go. We ensure transparent communication and effective resource allocation, always keeping your vision at the forefront. Throughout the project lifecycle, we foster collaboration and partnership, measuring our success together.

The Lunz Group is comprised of design thinkers; we integrate our passion and technical expertise in everything we do. Our team focuses on innovative problem-solving by leveraging technology and providing a human-centered design approach. We seek to create environments not only to fulfill functional requirements, but also to enhance the quality of life for users. Throughout our proposed services, The Lunz Group will engage closely with the client in various capacities, which may include design charrettes, biweekly check-in meetings, and comprehensive review periods for design documents, tailored to suit the project's unique needs.

We provide full-service design, documentation, and quality control services driven by our unwavering commitment to our work and our clients. At The Lunz Group, success is defined by exceeding our client's expectations, delivering designs that create solutions and buildings that last beyond our lifetime.

Project Understanding

We understand Polk County is seeking professional architectural and engineering design, documentation and administration services associated with the new Roads and Drainage Division Mulberry Roadway Maintenance Facility. The project shall be located on an undisturbed site adjacent to the County's current Roadway Maintenance Office at 3000 Sheffield Road, Winter Haven, located between Bartow and Winter Haven. In order to better serve the citizens of Polk County, it has been determined the existing Roadway Maintenance facility should be closed and a new replacement facility be constructed on this site. The site is currently owned by the County and is conveniently adjacent to a County fueling station and other Roadway Maintenance offices and activities. The project site is located at the southwest corner of a 50-acre property. This portion of the property is currently vacant and wooded and totals approximately 8 acres. The project program consists of three standalone buildings, which include 3,311 square feet office building, 6,616 square feet maintenance building and a 10,368 square feet vehicle storage building along with 42 parking spaces, 5 uncovered equipment parking spaces and a 45 foot vehicle turning radius incorporated in the new parking field. The estimated total project cost is \$7,250,000.00. The vertical building construction estimate is \$3,800,000.00. Our base fee is based on this assumption

of \$3,800,000.00. If the project construction (excluding site costs) is greater than \$4,000,000.00, the base building design fee shall be increased by multiplying 7% by cost over \$4,000,000.00.

Scope of Services

Architectural and consultants services are to include design/documentation and administration of the project from concept to completion. Architecture and interior design/documentation will be performed by The Lunz Group. Civil/Landscape/geotechnical, structural, MEP/FP engineering and cost estimating will be performed by consultants to The Lunz Group. The architect's estimator consultant will develop a cost estimate at the end of each design phase. The architect and consultants will provide Pre-Design, Schematic Design, Design Development, Construction Document/Permitting, Bidding and Construction Administration phase services.

Additional basic scope of services include:

- Attend and participate in all design progress/review meetings.
- Participate in all modeling reviews and reporting.
- Provide constructability design reviews and reporting.
- Participate in all value engineering design reviews and reporting (as an additional service.)
- Participate in master project scheduling and reporting services.
- Participate and provide all site and buildings permitting signed and sealed Document Services.
- Participate in all pre-construction and construction progress coordination meetings.
- Coordinate and participate in all closeout documentation requirements and meetings.
- Provide bidding assistance review services.
- Attend all bid related meetings.
- Provide review of all bid tabulation results and a GMP.
- Participate and provide all site and buildings permitting signed and sealed document services.
- Provide all design and sub consulting services.
- Participate in all pre-construction and construction progress coordination meetings.
- Coordinate and participate in all closeout documentation requirements and meetings.
- Provide complete design documents and specifications.

Time Schedule for Services

Start-Up Time: Two (2) of weeks after receipt of pre-design information, written authorization to proceed, and initial payment.

I – Pre-Design Services: Two (2) of weeks.

- Architectural 11 x 17 Pre-Design Presentation
- Civil Engineering
 - Civil Preliminary Activities
- Cost Estimation – As additional service

Plus time for Client Review, Approval, and Authorization to Proceed.

II – Schematic Design Phase Services: Eight (8) of weeks.

- 50% Schematic Design Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Schematic Design Issuance
- Cost Estimation – As additional service

Plus time for Client Review, Approval, and Authorization to Proceed.

III – Design Development Phase Services: Twelve (12) of weeks.

- 50% Design Development Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Design Development Issuance
- Cost Estimation – As additional service

Plus time for Client Review, Approval, and Authorization to Proceed.

IV – Construction Documents/Permitting Phase Services: Fourteen (14) of weeks.

III – Design Development Phase Services: Twelve (12) of weeks.

- 50% Design Development Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Design Development Issuance
- Cost Estimation – As additional service

Plus time for Client Review, Approval, and Authorization to Proceed.

IV – Construction Documents/Permitting Phase Services: Fourteen (14) of weeks.

- 50% Construction Documents Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Construction Documents Issuance
- Cost Estimation – As Additional Service

Plus time for Client Review, Approval, and Authorization to Proceed.

V – Bidding Or Negotiation Phase Services: Eight (8) of weeks

Plus time for Client Review and Award on Construction Contract.

VI – Construction Phase Services: Fifty-Two (52) of weeks

VII – Post Completion Services: Zero (0) of weeks

Compensation for Professional Services

The Lunz Group will provide professional services on a lump sum basis. Client shall pay The Lunz Group a fee of **\$556,277.00**. Invoices shall be issued monthly based on a percent complete basis or hours executed. Changes to the scope of work including changes to previously approved documents, project schedule, project scope, or scope of services will result in additional services. The additional services will be performed at the hourly rates below or for an agreed upon lump sum.

Lump Sum Fee Breakdown

Architectural & Engineering

a. Concept Design	\$ 8,000.00
b. Schematic Design	\$ 28,000.00
c. Design Development	\$ 67,000.00
d. Construction Documentation	\$ 86,500.00
e. Bidding/ Permitting Phase Services	\$ 6,500.00
f. Construction Administration Phase Services	\$ 73,500.00

Base Building Design Fee Sub-Total: \$269,500.00

Site Design

g. Survey for Underground Utilities (SUE)	\$ 9,130.00
h. Geotechnical Engineering	\$ 12,647.00
i. Site Coordination	\$ 21,000.00
j. Preliminary Engineering Layout Design	\$ 10,120.00
k. Engineering Design Phase Services	\$ 102,120.00
l. Wash Down Station Design	\$ 14,060.00
m. Utility Coordination	\$ 3,500.00
n. Project Manual/ Bid Documents	\$ 9,880.00
o. Permit Phase Services	\$ 26,080.00
p. Limited Construction & Final Certification Services	\$ 28,240.00

Site Design Sub-Total \$236,777.00

Architect/ Civil Engineering Fee Sub-total: \$506,277.00

Allowances and Additional Services

q. Allowances	\$50,000.00
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Allowance Sub-Total \$50,000.00

Total Fee with Allowances \$556,277.00

- Gopher Tortoise Relocation/ Permitting
- Geotechnical Engineering
- Impact Fee Analysis
- Cost Estimation

Reimbursable Expenses

Reimbursable Expenses are expenses incurred by The Lunz Group and The Lunz Group's consultants that are not included in the fee shall be billed per Polk County Policy.

Fast Track Process

In the event the Client chooses to take advantage of the potential time and cost savings benefits of fast-track processes, Client acknowledges that it has been advised that the Project will be affected. Some of the effects include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated Construction Documents for permitting, bidding, and construction purposes. Client acknowledges that the Project will likely require associated coordination, design, and redesign of parts of the Project after Construction Documents are issued and the Construction Contract is executed and may require removal of work-in-place, all which events may cause an increase in the Cost of the Work and/or an extension of the Project construction schedule. Therefore, Client acknowledges the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from fast-track processes.

Design Approval

Client shall designate a project manager as the main contact of Client for communication with The Lunz Group in relation to this Project. Client shall immediately notify The Lunz Group in writing of any change to the project manager and/or their contact information Client's project manager shall have the authority to administer all aspects of this Contract on behalf of Client. Client's project manager shall attend all project meetings with The Lunz Group, especially the initial kick-off meeting, and shall ensure that any other members of Client's staff required for approvals are also in attendance at the initial kick-off meeting. Revisions to The Lunz Group's design consulting documents required to accommodate comments provided by Client's staff not in attendance at the initial kickoff meeting shall be compensated as an Additional Service, unless agreed otherwise by The Lunz Group.

Submitted by:



Signature

Bradley T. Lunz, AIA, NCARB

Printed Name

President & CEO, The Lunz Group

Title

May 15, 2025

Date

EXHIBIT Bi

SCOPE OF SERVICES

Consultant intends to provide programming and complete architectural and engineering services, see Exhibit Bii for project specific scope of services.

Consultant's services will be as specifically described below:

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including:

- 1.1.1. Project Decision Structure
- 1.1.2. Project Directory
- 1.1.3. Consultation
- 1.1.4. Research
- 1.1.5. Communications; Meeting Minutes, Meeting Agendas (For meetings called by Consultant during the Design phases of the project)
- 1.1.6. Direction of the work of architectural, engineering and other consultant personnel

1.2. Disciplines Coordination/Document Checking consisting of:

- 1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.
- 1.2.2. Review and checking of documents prepared for the Project by the Consultant and the Consultant's Consultants.

1.3. Agency Consulting/Review/Approval services, including:

- 1.3.1. Agency consultants
 - 1.3.1.1. County agencies
 - 1.3.1.2. Regional agencies
 - 1.3.1.3. State agencies
- 1.3.2. Research of critical applicable regulations.
- 1.3.3. Preparation of written and graphic explanatory materials.

1.4. Owner Coordination, including:

- 1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

- 1.5.1. Participate in establishment and updating of design schedule in conjunction with CM for the performance of the Architect's services throughout the design of the project. Key decision making points will be identified on this schedule.

- 1.6. **Presentation services** consisting of presentations and recommendations by the Consultant to the following client representatives:

- 1.6.1. Board of County Commissioners
- 1.6.2. Executive Task Force
- 1.6.3. User group(s)
- 1.6.4. Construction Manager/Contractor

PHASE I PROGRAMMING & MASTER PLANNING

2. NEEDS ASSESSMENT/ DATA COLLECTION

2.1. Space Needs Assessments

- 2.1.1. Parking Analysis

2.2. Analysis of the site and its surroundings to include the following:

- 2.2.1. Land Utilization
- 2.2.2. Building locations
- 2.2.3. Utility Systems
- 2.2.4. Surface and subsurface conditions (By Owner)
- 2.2.5. Vegetation (By Owner)
- 2.2.6. Survey (By Owner)
- 2.2.7. Land Use Restrictions
- 2.2.8. Historical analysis
- 2.2.9. Stormwater retention/detention areas

3. FUNCTIONAL PROGRAMMING

- 3.1. Prepare a detailed architectural program based on the scope established in Phase I to include the following services:

- 3.1.1. Functional Requirements Analysis
- 3.1.2. Interior Development Guidelines
- 3.1.3. Space Standards
- 3.1.4. Preliminary Program Space Estimates
- 3.1.5. Space and Equipment Program
- 3.1.6. Special Building System Requirements
- 3.1.7. Micro-Adjacency Requirements
- 3.1.8. Prepare Final Draft Program
- 3.1.9. Prepare Final Program Report

~~4. Intentionally Omitted~~

- ~~4.1.1~~

PHASE II: DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

5. DESIGN SERVICES

5.1. Architectural Design/Documentation:

- 5.1.1. During the Schematic Design Phase, responding to program requirements and preparing:
 - 5.1.1.1. Conceptual Planning/Massing Options
 - 5.1.1.2. Final Conceptual Site and Building Plans
 - 5.1.1.3. Preliminary Sections and Elevations
 - 5.1.1.4. Preliminary Selection of Building Systems and Materials
 - 5.1.1.5. Development of Approximate Dimensions, Areas and Volumes
 - 5.1.1.6. Perspective sketch – eye level
 - 5.1.1.7. Study model
- 5.1.2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - 5.1.2.1. Plans, sections and elevations
 - 5.1.2.2. Typical construction details
 - 5.1.2.3. Three-dimensional sketch
 - 5.1.2.4. Study model
 - 5.1.2.5. Final materials selection
 - 5.1.2.6. Equipment layouts
- 5.1.3. During the Contract Documents phase consisting of preparation of Drawings and specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

5.2. Structural Design/Documentation:

- 5.2.1. During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
 - 5.2.1.1. A structural system
 - 5.2.1.2. Alternate structural systems, if required
- 5.2.2. During the Design Development phase consisting of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:
 - 5.2.2.1. Basic structural system and dimensions
 - 5.2.2.2. Final structural design criteria

5.2.2.3.Foundation design criteria

5.2.2.4.Preliminary sizing of major structural components

5.2.2.5.Critical coordination clearances

- 5.2.3. During the Contract Documents phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.

5.3. Mechanical Design/Documentation:

- 5.3.1. During the Schematic Design phase, prepare a narrative, consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

5.3.1.1.Energy source(s)

5.3.1.2.Energy conservation and controls system concepts

5.3.1.3. Heating and ventilating (systems selections and conceptual sizing and configuration analysis.)

5.3.1.4. Air conditioning (systems selections and conceptual sizing and configuration analysis.)

5.3.1.5.Plumbing

5.3.1.6.Fire protection

5.3.1.7.General space requirements

- 5.3.2. During the Design Development phase consisting of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:

5.3.2.1.Approximate equipment sizes and capacities

5.3.2.2.Preliminary equipment layouts

5.3.2.3.Required space for equipment

5.3.2.4.Required chases and clearances

5.3.2.5.Acoustical and vibration control

5.3.2.6.Visual impacts

5.3.2.7.Energy conservation measures

- 5.3.3. During the Contract Documents phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

5.4. Electrical Design/Documentation

- 5.4.1. During the Schematic Design Phase, prepare a narrative, consisting of consideration of alternate systems, recommendations regarding basic

electrical materials, systems and equipment, analyses, and development of conceptual solutions for:

5.4.1.1.Power service and distribution

5.4.1.2.Lighting

5.4.1.3.Communication and data infrastructure and outlet location systems

5.4.1.4.Fire detection and alarms

5.4.1.5.General space requirements

5.4.1.6.Audio/Visual systems

5.4.2. During the Design Development phase consisting of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:

5.4.2.1.Criteria for lighting, electrical and communications systems

5.4.2.2.Approximate sizes and capacities of major components

5.4.2.3.Preliminary equipment layouts

5.4.2.4.Required space for equipment

5.4.2.5.Required chases and clearances

5.4.3. During the Contract Documents phase, consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the electrical requirements for the Project.

5.5. Civil Design/Documentation:

5.5.1. During the Schematic Design phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:

5.5.1.1.On-site utility systems

5.5.1.2.Fire protection systems

5.5.1.3.Drainage systems

5.5.1.4.Paving

5.5.2. During the Design Development phase consisting of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.

5.5.3. During the Contract Documents phase, consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.

5.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater/Environment Management (Local, State, and Federal) shall be prepared for execution by the Owner. Permit applications to be paid by

Owner. All necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. County shall designate individual who has authority to sign permit applications.

5.6. Landscape Design/Documentation:

- 5.6.1. During the Schematic Design phase, prepare narrative conceptual design solutions, which will be developed for land forms, hardscape, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
- 5.6.2. During the Design Development phase, Schematic Design documents will be further developed including outline Specifications and materials lists to establish final scope and preliminary details for landscape work.
- 5.6.3. During the Contract Documents phase, the Drawings and Specifications based on approved Design Development documents, setting forth in detail the landscape and hardscape construction requirements for the Project will be prepared.

5.7. Interior Design/Documentation:

- 5.7.1. During the Schematic Design phase consisting of space allocation and departmental utilization plans based on functional relationships:
 - 5.7.1.1. Types and qualities of finishes and materials for furniture, furnishings, and equipment.
- 5.7.2. During the Design Development phase consisting of continued development and expansion of interior Schematic Design documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:
 - 5.7.2.1. Interior construction of the Project
 - 5.7.2.2. Special interior design features
 - 5.7.2.3. Space planning
 - 5.7.2.4. Materials, finishes and colors
 - 5.7.2.5. Furniture and equipment layouts
- 5.7.3. During the Contract Documents phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.

5.8. Environmental Graphic Design Services: The scope shall include interior and exterior sign types and graphic elements to provide a comprehensive and cohesive signage and wayfinding system for users of the facility.

5.8.1. Design Development:

- 5.8.1.1. Consider design approaches; determine elements needed for identity, information and wayfinding.

- 5.8.1.2.Begin development of sign prototypes.
- 5.8.1.3.Develop preliminary location plans.
- 5.8.2. Construction document preparation.
- 5.8.3. Construction observation and submittal review.
- 5.8.4. Interior sign types to include:
 - 5.8.4.1.Primary room ID (changeable name inserts in some locations).
 - 5.8.4.2.Restroom ID.
 - 5.8.4.3.Stairway ID and stairway level ID.
 - 5.8.4.4.Building Code required ID.
 - 5.8.4.5.Fire exit plan.
 - 5.8.4.6.Building directories.
- 5.8.5. Exterior sign types include:
 - 5.8.5.1.Main entrance identification.
 - 5.8.5.2.Vehicular directional.
 - 5.8.5.3.Regulatory / Warning identification.
 - 5.8.5.4.Parking areas; handicap parking, authorized vehicles, visitor parking, etc.

5.9. Materials Research/Specifications:

- 5.9.1. During the Schematic Design phase consisting of:
 - 5.9.1.1.Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
 - 5.9.1.2.Investigation of availability and suitability of alternative materials, systems and equipment.
- 5.9.2. During the Design Development phase consisting of activities by in-house personnel in:
 - 5.9.2.1.Development of architectural and engineering project specific draft Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.
 - 5.9.2.2.Coordination of similar activities of other disciplines.
 - 5.9.2.3.Production of design manual including design criteria and outline specifications or material lists.
- 5.9.3. During the Contract Documents phase consisting of activities of in-house architectural personnel in:
 - 5.9.3.1. Review of the development and preparation of bidding and procurement information prepared by the Construction Manager.

- 5.9.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).
 - 5.9.3.3. Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 - 5.9.3.4. Coordination of the development of Specifications by other disciplines.
 - 5.9.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.
- 5.10.** At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Document) the A/E shall provide the Owner with two (2) sets of drawings and specifications.

6. BIDDING OR NEGOTIATION SERVICES

- 6.1. Bidding Materials services** consisting of organizing and handling Bidding Documents for:
- 6.1.1. Coordination
 - 6.1.2. Reproduction by County
 - 6.1.3. Completeness review
- 6.2. Addenda services** consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.
- 6.3. Bidding/Negotiation services** consisting of:
- 6.3.1. Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.
- 6.4. Analysis of Alternates/Substitutions** consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals.

7. CONSTRUCTION ADMINISTRATION

- 7.1. Submittal Services** consisting of:
- 7.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
 - 7.1.2. Distribution of submittals to Contractor.
 - 7.1.3. Related communications.
- 7.2. Observation services** consisting of periodic visits to the site at intervals appropriate to the state of the work or as otherwise agreed by the County and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will

be in accordance with Contract Documents; preparing related reports and communications, and attendance at progress review meetings at the site.

7.2.1. Site visitation by Project Manager or Project Architect every other week.

7.2.2. Periodic site visits by other staff to observe the progress of the project.

7.3. Responses to Requests for Information (RFI)

7.3.1. Responding to requests for clarifications or additional information related to the Contract Documents

7.4. Supplemental Documentation services consisting of:

7.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor or the Owner.

7.4.2. Providing guidance to the Contractor in conjunction with the Owner relative to changed requirements and schedule revisions.

7.5. Quotation Requests/Change Orders consisting of:

7.5.1. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified. Changes shall be clearly defined.

7.5.2. Review of proposals from Contractor for reasonableness of quantities and costs of labor and materials.

7.5.3. Review and recommendations relative to changes in time for Substantial Completion.

7.5.4. Review on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.

7.5.5. Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.

7.5.6. Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7.6. Contract Cost Accounting services consisting of:

7.6.1. Review of records of payments on account of the Contract Sum and all changes thereto.

7.6.2. Evaluation of Applications for Payment and certification thereof.

7.6.3. Review and evaluation of expense data submitted by the Contractor for Work under cost-plus-fee arrangements.

7.7. Interpretations and Decisions consisting of:

7.7.1. Review of claims, disputes, or other matters between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

7.7.2. Rendering written decisions.

- 7.8. Project Closeout services** initiated upon notice from the Contractor that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected.
- 7.8.1. Review with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected.
 - 7.8.2. Recommendation of the amounts to be withheld until final completion.
 - 7.8.3. Intentionally Omitted
 - 7.8.4. Issuance of Certificate(s) of Substantial Completion.
 - 7.8.5. Inspection(s) upon notice by the Contractor that the Work is ready for final inspection and acceptance.
 - 7.8.6. Final inspection with the Owner's representative to verify final completion of the Work.
 - 7.8.7. Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).
 - 7.8.8. Issuance of final Certificate(s) for Payment.
 - 7.8.9. Final inspection of Water Distribution, Sewage Collection and Stormwater/Environmental Management Facilities. Preparation of certifications to agencies along with record documents prepared based upon record information supplied by the Contractor. Services include one final inspection for each certification.

8. POST-CONSTRUCTION SERVICES

8.1. Record Drawing services consisting of:

- 8.1.1. Making arrangements for obtaining from Contractor information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work, including Change Directives, RFI's, ASI's, etc.
- 8.1.2. Review of general accuracy of information submitted and certified by the Contractor.
- 8.1.3. Preparation of record drawings electronically based on certified information furnished by the Contractor.
- 8.1.4. Transmittal of one set of full-size reproducible record drawings and general data, appropriately identified, to the Owner and others as directed. Two copies of all electronic data including CADD drawings on flash drive.

8.2. Warranty Review consisting of:

- 8.2.1. Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.

- 8.2.2. Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
- 8.2.3. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Contractor for correction of noted defects.

9. ADDITIONAL SERVICES/EXPENSES (not included in the base fee): See Exhibit “C” for additional Services.

9.1. Owner-Provided Services:

- 9.1.1. Intentionally Omitted
- 9.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.
- 9.1.3. Printing of all Contract Documents issued for bidding and construction.

9.2. Mock-Up Services relating to any space for study during the design phases and consisting of:

- 9.2.1. Design and documentation for the required mock-up.
- 9.2.2. Construction administration of mock-up construction activities.
- 9.2.3. Arrangements for testing performance of mock-up.
- 9.2.4. Review, analysis and reporting of results.

9.3. Prepare an Inventory of existing furniture and equipment that will be placed in the new facilities.

9.4. Value Engineering – Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain optimum value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer (“VE”) to perform the above review services to be complete at a stage no later than the completion of schematic design, or pay a mutually negotiated sum “at the time the services are requested” to Consultant to perform the above review services at a stage later than the completion of schematic design, Owner acknowledges that schedule and cost impacts may occur.

- 9.4.1. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to Consultant for its review and adequate time will be provided for Consultant to respond to these recommendations. Consultant may be compensated as an additional service for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and Consultant. Objections to any recommendations made by the VE shall be stated in writing. Owner agrees that Consultant shall not be responsible for any damage, cost or liability which arises in connection with, or as a result of, the incorporation of such design changes.

9.5. Commissioning – The performance of a functional and operational check of all systems and equipment to verify the installation is performing to the design criteria.

Consultant would prepare this service in conjunction with an independent contractor experienced in such activities.

- 9.6. **Structural Blast Resistance** - Analysis of building structural systems to resist loads imposed by blast forces on exterior of facility. This would require a additional blast consultant to be obtained.
- 9.7. **Security Systems:** The Security portion of the project will include the design and documentation of Electronic Security System from Schematic Design through Construction Administration Services. The Electronic Security System will include intrusion detection, access control, electronic door control and monitoring, operational intercom, fixed duress alarms, monitoring and control panels, CCVE systems, control room layouts, rough-ins for x-ray screening/magnetometer at entry lobby, and parcel screening. As part of the overall security plan Consultant will provide a site analysis to determine passive security measures to be incorporated for the facility. Deliverables for the above scope for each task are as listed below.
 - 9.7.1. **Schematic Design (SDs):** Consultant will provide a written security narrative describing the Electronic Security System, reflecting the design approach based on program requirements. In addition, Consultant will provide two people for a one day on site Security Workshop to validate the security program and establish the design intent.
 - 9.7.2. **Design Development (DDs):** Consultant will provide job specific draft specifications of the Electronic Security System including plans indicating device locations, and outline specifications, and equipment selections reflecting design approach. Consultant will provide one person for 1 day to attend an on-site design review with the Owner and Design Team members to review the Electronic Security System Design Development documents.
 - 9.7.3. **Construction Documents (CDs):** Upon completion of this review, Consultant will provide completed biddable documents including plans, details, schedules, riser diagrams, and specifications required to fully document the Electronic Security System. In addition, Consultant will provide, at the completion of the Construction Documents phase, Two copies of a Design Information Manual (DIM) outlining major equipment selections utilized as the basis of design for the Electronic Security Systems. Consultant will conduct mid-point design review with Owner and Design Team members to review the Electronic Security Construction Documents.
 - 9.7.4. **Bidding:** Consultant will review all questions related to the Electronic Security System submitted, and provide answers in written addendum as required.
 - 9.7.5. **Construction Administration (CA):** Consultant will provide one person for four, one day intermediate site visits during construction. In addition, upon written notification of substantial completion Consultant will provide two persons for one day (16 hours total) to review and test the Electronic Security System.
 - 9.7.5.1. Included in this phase of work is the review of security shop drawing submittals and written responses to security RFI from the contractor.

9.7.5.2.Deliverable for this phase of work will include a written field report for the intermediate site visits, and a final report and punch list of the site visit made following written notice of substantial completion.

9.7.6. **Expanded Security System Design** - The following systems and services can be provided in addition to the Electronic Security Design defined in previous sections:

9.7.6.1.Assistance Stations

9.7.6.2.Parking Area Equipment (cameras, card access control)

9.7.6.3.Wireless Duress

9.7.6.4.Hydraulic Barriers

9.7.6.5.Biometrics

9.7.6.6.Perimeter protection systems

9.7.6.7.Post Construction Services: Consultant will provide two people for one day (16 hours total) to conduct a pre-warranty expiration review of the electronic security system. The review will focus on inspection of equipment, operational functions, defects or deficiencies within the system and will be documented in report form and issued to the owner.

Exhibit Bii

Scope Of Services

Mulberry Roadway Maintenance Facility

Project Delivery System

The Lunz Group's services, compensation, and time schedule for performance of services are based on the use of the Design/Bid/Award/Construction with one prime construction contract project delivery system and are subject to adjustment if another delivery system is utilized.

Design Services

Architectural and consultants services are to include design/documentation and administration of the project from concept to completion of the new buildings. Architecture and interior design/documentation will be performed by The Lunz Group. Civil/Landscape, structural, MEP/FP engineering and cost estimating will be performed by consultants to The Lunz Group. The architect's estimator consultant will develop a cost estimate at the end of each design phase. The architect and consultants will provide Pre-Design, Schematic Design, Design Development, Construction Document/Permitting, Bidding and Construction Administration phase services.

The scope includes:

- Site Plan layout
- Building Core and Shell
- Interior Design

Design Services Included in Proposal

DESIGN SERVICE/CONSULTANT	IN BASE PROPOSAL	CLIENT'S CONSULTANT	EXTRA SERVICE
Architecture The Lunz Group	✓		
Site Surveys Chastain Skillman	✓ ¹		
Geotechnical Investigations, Reports, and Recommendations Chastain Skillman	✓		
Environmental Surveys, Studies, or Reports		✓	
Landscape Design: Chastain Skillman (Code requirement only)	✓		
Civil Engineer: Chastain Skillman	✓		
Structural Engineer: Fullone Structural Group	✓		
Mechanical/Electrical/Plumbing Engineer: SGM Group	✓		
Parking Field Lighting SGM Group	✓		
Telecommunications:			✓
Interior Design Consultant: The Lunz Group	✓		
Graphic Design and Signage Consultant:			✓
Construction Cost Estimating Consultant: Blue Cord	✓ ²		
Audio-Visual Consultant:			✓
Irrigation Consultant: (Part of landscape design)	✓		
Life Safety/Fire Protection: SGM Group	✓		

DESIGN SERVICE/CONSULTANT	IN BASE PROPOSAL	CLIENT'S CONSULTANT	EXTRA SERVICE
Security Consultant:			✓

Notes to Above Table:

In Base Proposal: Included in Base Proposal. The Lunz Group will coordinate work of consultant.

Client's Consultant: The Lunz Group will coordinate with consultant retained directly by Client.

Extra Service: Consultant not included in Base Proposal but could be added upon Client's authorization.

1. Survey services provided as part of base contract are Survey for Underground Utilities. Boundary, topo, and other surveys are to be provided by client.
2. Can be added but will be billed against allowances line item.

I – Pre-Design Services

The Lunz Group will review existing relevant information provided by the Client. The Lunz Group shall be entitled to rely upon all such information not limited to site plans, surveys, topography, zoning, existing building drawings/specifications, geotechnical reports, marketability reports, Client's Design Standards, Client's program, design and construction schedule, construction budget, adjacent sites/structures, building restriction, etc. The Lunz Group will provide Pre-Design services consisting of Listen and Idea phases to gather project data, document and validate success metrics and offer design solutions. These elements will be assembled into a Pre-Design Services Package for review and approval by the Client.

Listen

During the Listen phase, The Lunz Group team will seek to understand your project needs. Working with internal and external stakeholders to understand and document your project specific vision, mission and business needs as well as the project's success metrics. The Listen phase will encompass The Lunz Group's initial project startup and evaluation, creating team understanding of the full scope of the project and will conclude with the executive summary including information from the following:

Deliverables

Executive Summary (11 x 17 digital presentation)

- Review and coordination of Client supplied data.
- Host Kick-off call with the Client and the Client's consultants to align the project team, schedule, budget and to establish the project's success metrics
- Host Informing meeting to present site visit findings and jurisdictional due diligence.

Idea

The Idea phase is a highly collaborative phase where The Lunz Group, along with the Client and the Client's consultants, will develop and evaluate the project success metrics in order to create the ideas. The Lunz Group's project team will continue to analyze data from the Listen phase pushing the boundaries and defining what's possible.

Architectural Deliverables

- Meeting Minutes
- Pre-Design Services Package (11 x 17 digital presentation)
 - Host a Collaboration workshop with the Client and Client's consultants to establish a project vision for the look and feel of the architecture and interior design.
 - Written summary of goals, budget and schedule including Client's Design Standards, Program and Preliminary Project Description
 - Develop preliminary program and spatial relationship diagrams to determine the overall program and overall design direction.
 - Diagrammatic massing option One (1).
 - In house generated exterior or interior renderings (One (1) eye level, One (1) aerial view)
 - Host Pre-Design Presentation to present the final concepts to gain Client feedback, direction and approval, which will be basis of the Schematic Design phase.

- Cost Estimate - If approved by client and billed in the allowance.

Civil / Landscape Deliverables

- Survey Phase Services:
The County will be responsible for providing a Topographic Survey of an approximately 10-acre portion of Parcel id #252915-000000-014000, located at 3000 Sheffield Rd., Winter Haven, 33880. CS will also depict the West and South Boundary lines of the above-mentioned parcel as depicted on the Boundary Survey performed by Imperial Polk County, dated 03/27/1996. If CS finds discrepancies between filed conditions and the provided Boundary Survey. CS will notify the client before proceeding. This survey will be performed to aid in the design of the site. The specific items are listed below.
 - Conduct office research, field coordination, and quality control measures as deemed necessary by CS in order to produce the survey.
 - The horizontal datum for the project will be NAD 83 (2011 Adjustment) Florida State Plane, West Zone (902). All measurements will be in US Surveyor's Feet (Sft)
 - CS will retrace the Boundary Survey provided by Imperial Polk County and spatially relate the Topographic Survey to said Boundary through field measurements of Boundary points from said survey. If the field monumentation is not found or there are discrepancies between current field conditions and the provided Boundary Survey, CS will notify the client before proceeding. CS will depict said South and WEST Boundary lines on the survey.
 - Locate and depict aboveground improvements, rights-of-way and encumbrances that affect the surveyed parcel.
 - Depict provided and/or visual easements, right-of-way and encumbrances that affect the surveyed parcel.
 - Create a legal description for the above-referenced parcel.
 - The vertical datum for the project will be based on the North American Vertical Datum of 1988 (NAVD88)
 - Provide spot elevations and one-foot (+/-6 inches) will also be plotted on the drawings.
 - Spot elevations will extend approximately to the parcel boundaries and/or to the limits shown on the attached Survey Exhibit.
 - Provide invert information of accessible storm water and sanitary sewer structures.
 - Locate trees of 6-inch diameter or larger as measured at approximately 4 feet above ground. In areas of dense tree coverage, only the edge of the tree line will be depicted.
 - Pavement markings and roadway signage location with sign content.
 - Depict special flood hazard areas inundated by 100-year flood as shown on Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM).
 - Provide electronic copy of the Survey in AutoCAD Civil 3D 2018, excluding title block and certifications.
 - Provide an electronic copy of the signed and sealed survey(s) of the above referenced site. The survey(s) will be performed in accordance with standards of practice adopted by the State of Florida Department of Agriculture and Consumer Services.
- Survey for Underground Utilities
 - Subcontract with George F Young Inc. to provide Subsurface Utility Designations:
 - Provide ASCE Quality Level "B" designations' utilizing conventional electronic designating equipment including Ground Penetrating Radar (GPR) to designate and mark the horizontal location of found underground utilities within the limits shown on the attached Survey Exhibit.
 - Conduct five (5) ASCE Quality Level "A" test holes.
- Geotechnical Investigation Phase Services:
 - Contract with Madrid Engineering Group, Inc. to provide a Geotechnical Report for the proposed Road and Drainage Facility to include:
 - Site reconnaissance to review existing conditions and stake the borings.
 - Utility locates via Sunshine Once Call (required 3 days prior to field work)
 - Mobilize to the site.
 - Conduct four (4) Standard Penetration Test (SPT) borings, each to a depth of 25 feet existing grade, within the structure footprints.
 - Conduct two (2) shallow (approximately 2 feet deep) test pits and two (2) 6- feet deep auger borings within the proposed retention area. At the base of each test pit, two (2) undisturbed samples will be collected (1 horizontal and 1 vertical) for permeability testing in the laboratory.
 - Provide an electronic copy of the report signed and sealed by registered professional geotechnical engineer which will include:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, together with a Boring Location Plan and 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.
- Recommended soil related design parameters for the pond area.
- Suitability of on-site for re-use as structural fill and backfill. Additional criteria for placement/compaction of suitable fill materials will be provided.

Meetings

- Kick-off call One (1)
- Collaboration Workshop (One (1))
- Pre-Design Presentation (One (1))

II - Schematic Design Phase Services

Based on the approved Pre-Design Package, along with any adjustments authorized by the Client, The Lunz Group will provide schematic design documents based on the mutually agreed upon program, schedule and budget for project. The documents will establish the schematic design of the project illustrating the scale and relationship of project components. The documents will include preliminary site plan, floor plans, elevations, and sections as appropriate and preliminary selection of major systems and construction materials.

The schematic design documents will address the site and building massing, access and circulation, views to/from the building(s), concepts for grading, planting, paving and water retention as appropriate, the architectural character of site and exterior enclosures, the roof design, building functional issues, geotechnical issues, preliminary Structural System / MEP System and space requirements.

The Lunz Group will calculate areas and volumes to check the following against the program:

- Usable Area
- Area per Person
- Parking Count

Architectural Deliverables

- Meeting Minutes.
- Preliminary Code Research
- Preliminary Permitting Requirements Research
- Schematic Design Package.
 - Overall Illustrative Site Plan.
 - Life Safety Plans
 - Principal Floor Plans.
 - Roof Plan.
 - Main Building Elevations.
 - Overall Building Sections.
- Digital Study Models (up to Two (2))
- Perspective Sketches (up to Two (2))
- In house generated exterior or interior renderings (One (1) eye level, One (1) aerial view)
- Outline specifications.
- Cost Estimate

Civil / Landscape Deliverables

- Preliminary Schematic Level Engineering Layout Design Services:
 - Prepare a Preliminary Engineering Layout/Design for conformance with the requirements of Polk County. This Preliminary Design shall utilize the above referenced Survey and Geotechnical Report. The Preliminary Engineering Design shall include:

- Coordination with the Project Architect and Polk County Staff to show the proposed buildings, pedestrian access, water and sewer utilities, the stormwater retention area and parking area.
- Modify the Preliminary Engineering Design based on two rounds of comments from the Polk County Staff and the Project Architect and provide three (3) sets of the final Engineering layout to the County.

Structural Deliverables

- SD plans showing preferred systems

MEP/FP Deliverables

- Attend in person meetings/workshops & virtual meetings.
- Provide mechanical, electrical, plumbing and fire protection drawings for review
- Specifications
- Response to comments.

III – Design Development Phase Services

Based on the approved Schematic Design Documents and adjustments authorized by the Client, The Lunz Group will proceed with design development. We will illustrate and describe the design establishing the scope, relationships, forms, size, and appearance of the project by means of plans, elevations, and sections, typical construction details, and equipment layouts. The documents will identify major systems and materials and in general their quality levels.

For review by regulatory agencies, The Lunz Group's design development documents will be submitted to the following departments, as applicable, for their early initial review and comments.

- Building Department
- Fire Marshall
- Department of Health
- Zoning Commission
- Planning Commission
- Design Review Board

For utilities, The Lunz Group will:

- Check availability and capacity.
- Initiate approval process by utility companies

The Lunz Group will update area and volume calculations to check the following against the program:

- Usable Area
- Area per Person
- Parking Count]

The Lunz Group will review the drawings for the following disciplines to verify that the information reflects the design intent and to help avoid conflicts. BIM coordination meetings will occur to aid in collaboration and coordination. Models will be automatically clashed for interference checks via cloud clash detection software.

- Structural
- Mechanical
- Electrical
- Plumbing

Architectural Deliverables

- Meeting Minutes.
- Code Research
- Permitting Requirements Research
- Drawings
 - Overall illustrative Architectural Site Plan
 - Life Safety Plans

- Floor Plan including
 - Typical and Special Room Layouts
- Typical and Special Room Reflected Ceiling Plans
- Roof plan indicating access and location of major equipment
- Main Building Elevations
- Typical Bay Fenestration
- Overall Building Sections
- Details
- Typical Exterior Wall Sections
- Typical Assembly Types
- Key Exterior Details
- Typical Partition Details
- Typical and Special Interior Elevations
- Schedules
 - Typical Room Finish Schedule
 - Typical Door Schedule
 - Typical Glazing Schedule
- Equipment
 - Typical and Special Room Layouts
- Coordination
 - Typical ceiling spaces with architectural, structural, mechanical, and electrical elements
 - Typical shaft spaces with architectural, structural, mechanical, and electrical elements
- Digital study models (up to Two (2))
- Perspective sketches (up to Two (2))
- In house generated exterior or interior renderings (One (1) eye level, One (1) aerial view)
- Draft specifications
- Cost Estimate

Civil / Landscape Deliverables

- Preliminary Engineering Design Development level Layout Design Services:
 - Prepare a Preliminary Engineering Layout/Design for conformance with the requirements of Polk County. This Preliminary Design shall utilize the above referenced Survey and Geotechnical Report. The Preliminary Engineering Design shall include:
 - Coordination with the Project Architect and Polk County Staff to show the proposed buildings, pedestrian access, water and sewer utilities, the stormwater retention area and parking area.
 - Modify the Preliminary Engineering Design based on two rounds of comments from the Polk County Staff and the Project Architect and provide three (3) sets of the final Engineering layout to the County.

Structural Deliverables

- DD plans with minor sections and details.

MEP/FP Deliverables

- Attend in person meetings/workshops & virtual meetings.
- Provide mechanical, electrical, plumbing and fire protection drawings for review
- Response to comments.

Meetings

- Design Development progress meeting (One (1))
- Design Development Presentation (One (1))

IV – Construction Documents/Permitting Phase Services

The Lunz Group will provide Construction Documents based on the approved design development submission and updated project budget. The documents will be based on AIA A201-Current Edition General Conditions with The Lunz Group's modifications, and The Lunz Group Master Specifications. This will include detailed requirements for construction and include drawings and specifications that establish the quality level for systems and materials. The Lunz Group and its consultants will issue final construction documents to the local jurisdiction for permit review and approval, and address any comments in order to finalize the permitting process.

The Lunz Group will confirm that the following area and volume calculations meet the program:

- Usable Area
- Area per Person
- Parking Count

Architectural Deliverables

- Meeting Minutes
- Construction Documents for Bidding
- Construction Documents for Permitting
- Response to Governing Body Review Comments
- Project Book Specifications
- Cost Estimate

Civil / Landscape Deliverables

- Engineering Design Phase Services:
 - Based on the approved Final Engineering Layout referenced above, prepare construction drawings utilizing the survey data obtained above. The construction drawings shall include:
 - A key Sheet containing an Index of Drawings
 - General notes and details
 - Plans sheets for limits of construction showing the proposed buildings, parking layout, utilities and stormwater retention area.
 - Provide domestic water service to the proposed building and for service to the site by connecting to the existing 12" watermain on or near site.
 - Provide sanitary sewer service from the proposed building(s) to a proposed on-site lift station. The lift station shall be maintained by Polk County Lift Station and therefore shall meet the design requirements for a County Lift Station. Access to the existing County force main located within the Powerline Easement to the west of the site shall be provided.
 - Provide a 25-year/24-hor design for the on-site stormwater retention area.
 - Plans shall be submitted to the client and one round of comments addressed. An opinion of probable cost will be provided covering the work.
 - Subcontract with Dirt Landscape Architecture to design a planting schematic irrigation plan compliant with applicable landscape code requirements. Included are all landscape plans with planting notes, schedules and details, as well as irrigation plans with notes, schedules and details. Dirt will submit signed and sealed landscape permit drawings to the Engineer to be included in the overall design set for the project.
- Utility Coordination Phase:
 - Contact Sunshine "One-Call" for design locates to determine the name and contact information of any utilities located within the project area.
 - Plan sets will be submitted to the utility companies identified above with a request for the utility companies to provide drawings for all known utilities within the project area.
 - Coordination with utility owners to include preparation of a letter describing the proposed construction, submittal of preliminary plan documents and requesting records and drawings from the utilities detailing the location of their existing facilities.
 - Provide the location of existing utilities on the drawing where the potential for conflicts occurs.

- Project Manual/Bid Documents:
 - Compile and provide the Architect with the technical bid documents and specifications for the Civil Engineering Water and Wastewater components of the project, including the Geotechnical Report and Permits to be included in the Architects Specification package.
- Permit Phase Services:
 - Conduct a pre-application meeting with the Southwest Florida Water Management District (SWFWMD) and Polk County Land Development.
 - Prepare calculations and submittal documents for the Environmental Resource Permit and submit to the Southwest Florida Water Management District (SWFWMD)
 - Prepare and submit FDRP Notice of Intent to Use General Permit for Construction of Water Main Extension and FDEP Domestic Wastewater Collection/Transmission System Permit Application.
 - Prepare and submit to Polk County Land Development the Civil Engineering Construction Plans for Level III approval.

Structural Deliverables

- CD developed plans with full sections and details

MEP/FP Deliverables

- 5 virtual meetings.
- 50% Construction Documents
- Final Construction Documents (for permit)

Meetings

- Construction Documents Progress Meeting (One (1))

Construction Phasing

Construction documents will be produced in one package.

Bidding Documents

The Lunz Group will assist the Client in the preparation of bidding forms and requirements.

Conditions Of Construction Contract

The Lunz Group will review Client provided General Conditions and make recommendations for supplementary conditions.

V - Bidding Or Negotiation Phase Services

Services include:

- One (1) on site pre-bid conference
- Response to bidders' requests for clarifications
- Participation in bid opening
- Preparation of bid summary for Client review

VI –Construction Phase Services

The Lunz Group will provide Construction Phase services as set forth in AIA A201-Current Edition General Conditions, with The Lunz Group's modifications.

Deliverables

- As described in AIA A201-Current Edition General Conditions, with The Lunz Group's modifications
- The review of shop drawing and finish submittals includes one resubmission.

Meetings

- Scheduled visits to the property to review the work (up to quantities in travel section below)

Construction Period

This Scope of Services is based on a thirteen (13) month construction period to Substantial Completion. Services provided after this timeframe shall be compensated as Additional Services. The Lunz Group has identified three hundred and ninety-two (392) man hours associated with the construction administration of the project. Any time beyond what is identified can be addressed as an additional service.

VII – Post Completion Services

No Post Completion services included.

Travel

Proposal includes travel to project location, Client's office or teleconference for coordination with the Client and its consultants, meetings or presentations as outlined below.

Person-trips	Kick Off	Pre-Design	SD	DD	CD	CA
Architecture	1	1	2	2	1	14
Civil/Landscape	1	1	1	1	1	3
Structural	1	1	1	1	1	3
MEP/FP	1	1	1	1	1	3
Total	4	4	5	5	4	23

Construction Cost Estimates

The Lunz Group will submit Four (4) estimates of construction cost prepared by a professional cost estimator. One after Pre-Design, SD, DD and CD phases. This Scope of Services is not based on a fixed limit of construction cost unless The Lunz Group is permitted to include contingencies and determine project scope, systems, and materials to be included in construction documents. This is to be an approved additional expense by the client and billed in the Allowance line item.

Qualifications

The following items are qualifications to the proposal outlined above.

- The Lunz Group, at its option, will utilize REVIT or AutoCAD software for drawings. For Specifications and Finish Schedules, The Lunz Group may use any or all of the following software: Excel, Word, Studio Designer, InDesign or AutoCAD. We will provide design documents based on a mutually agreed program, schedule and budget for the project. All consultants working with The Lunz Group will adhere to The Lunz Groups BIM Execution Plan.

Architectural Additional Services

The following items are services that are additional to the proposal outlined above. These services will only be provided if requested by the Client and will be billed at the hourly rates noted herein.

- Change Orders, Change Directives or revisions to the design and construction documents after previous Client approvals.
- Value engineering and modification to design and construction documents and specifications requiring preparation of design and construction documents for alternate pricing or re-pricing.
- Preparation of Construction Documents for Alternates.
- Additional submission packages exceeding the number specified in our basic services.
- Detailed Quantity Survey of the Project.
- Attendance at multiple Pre-Bid Conferences.
- Field visits and Construction Phase Services or providing scheduled periodic representation in the field during construction beyond that stipulated in our basic services.
- Substantial Completion Inspections in excess of one inspection.
- Final Completion Inspections in excess of one inspection.
- Services in connection with the activities of separate construction contractors.
- Professional services due to default of the Client's consultants, other design professionals, General Contractor or by major defects in the work.
- Submissions for Government approval other than for building permit.
- Review and approval of proposed alternates or substitutes.
- Coordination and review of the Client's other consultants' drawings and specifications requiring adjustments and modifications to The Lunz Group's documents.

- Multiple Reviews of Shop Drawings and Submittals beyond one (1) original review and one (1) resubmittal.
- Acoustical Design Services.
- Lighting Design Services.
- Building Commissioning Services.
- Renderings and Models beyond those stipulated in our basic services.
- Electronic Modeling (walkthroughs and fly-bys).
- Wind Analysis.
- Life Cycle Analysis.
- Marketing / Leasing Brochures.
- Record Drawings prepared from the General Contractor's as-built drawings upon completion of project.
- Meeting time beyond that stipulated in our basic services.
- Enhanced clash detection to help with model coordination before construction phase.
- BIM Model with LOD higher than 300.
- LEED or WELL certification.
- Low Voltage systems.

Civil / Landscape Additional Services

- Payment of permit application fees
- Excavation and location of underground improvements
- Owner and Encumbrance Report
- Wetland Delineation and Location
- Gopher Tortoise Survey or Permitting
- Cover Board Survey for Sand Skinks or Permitting
- Cultural or Archaeological Review or Assessment
- Construction staking
- Cost of utility locates, if any provided by the utility companies.
- Utility Relocation Plans.
- Verification of information provided by others.
- Lighting Plans.
- Fire Sprinkler Design.
- Utility plans other than water and sewer.
- Advertisement of bid.
- As-Built Survey
- Any other services not expressly stated in the Scope-of-Services.

MEP/FP Additional Services

- Cost estimations are excluded.
- Re-design due to change in scope, Value Engineering (VE), alterations after 50% construction documents or budget constraints.
- Any permitting cost including but not limited to application fees, agency fees, impact fees and environmental fees.
- Any alternates will need to be provided as additional services since it is additional design scope.
- Multiple phases of construction documents are not included unless specifically stated. Breaking the project into multiple design phase submissions will require additional services to account for the additional cost to perform the additional submissions.
- LEED Certification or Green Globe
- Any service or deliverable not explicitly stated in the scope of work above.
- Plans and specifications will be in accordance with the Florida Building Code Eighth Edition and the Florida Fire Prevention Code – Eighth Edition.
- Current Owner Design Guidelines
- Any municipal code or design guideline not explicitly listed or stated in this proposal shall be excluded.

Client's Responsibilities

Prior to commencement of the work, the Client shall furnish to The Lunz Group full information as to their design requirements, operational standards and guidelines, preliminary program, project schedule, total budget broken down for all areas, and all such information which shall be pertinent to the creation and carrying out of the project's design intent.

The Client shall designate a single representative authorized to act in the Client's behalf who shall make decisions with respect to the project. The Client, or such authorized representative, shall examine the design documents submitted by The Lunz Group and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the process of The Lunz Group's design services.

The Lunz Group shall provide information and specifications for products and their manufacturer, sufficient to convey design intent. However, The Lunz Group will not bear any liability, should the Client choose to have the product made by a third party. It is the sole responsibility of the Client not to infringe on any copyright, trademark or design-right of the original manufacturer specified.

Client warrants that in transmitting existing documents prepared by other designers or design professionals, or any other information, Client is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

End Of Scope of Services

Exhibit C

Compensation

Polk County - Roads and Drainage Division – Mulberry Roadway Maintenance Facility

Compensation for Professional Services

The Lunz Group will provide professional services on a lump sum basis. Client shall pay The Lunz Group a fee of **\$556,277.00**. Invoices shall be issued monthly based on a percent complete basis or hours executed. Changes to the scope of work including changes to previously approved documents, project schedule, project scope, or scope of services will result in additional services. The additional services will be performed at the hourly rates below or for an agreed upon lump sum.

Lump Sum Fee Breakdown

Architectural & Engineering		
a. Concept Design		\$ 8,000.00
b. Schematic Design		\$ 28,000.00
c. Design Development		\$ 67,000.00
d. Construction Documentation		\$ 86,500.00
e. Bidding/ Permitting Phase Services		\$ 6,500.00
f. Construction Administration Phase Services		\$ 73,500.00
Base Building Design Fee Sub-Total:		\$269,500.00
Site Design		
g. Survey for Underground Utilities (SUE)		\$ 9,130.00
h. Geotechnical Engineering		\$ 12,647.00
i. Site Coordination		\$ 21,000.00
j. Preliminary Engineering Layout Design		\$ 10,120.00
k. Engineering Design Phase Services		\$ 102,120.00
l. Wash Down Station Design		\$ 14,060.00
m. Utility Coordination		\$ 3,500.00
n. Project Manual/ Bid Documents		\$ 9,880.00
o. Permit Phase Services		\$ 26,080.00
p. Limited Construction & Final Certification Services		\$ 28,240.00
Site Design Sub-Total		\$236,777.00
Architect/ Civil Engineering Fee Sub-total:		\$506,277.00
Allowances and Additional Services		
q. Allowances		\$50,000.00
Allowance Sub-Total		\$50,000.00
Total Fee with Allowances		\$556,277.00
- Gopher Tortoise Relocation/ Permitting	- Impact Fee Analysis	
- Geotechnical Engineering	- Cost Estimation	

Reimbursable Expenses

Reimbursable Expenses are expenses incurred by The Lunz Group and The Lunz Group's consultants that are not included in the fee shall be billed per Polk County Policy.

Fast Track Process

In the event the Client chooses to take advantage of the potential time and cost savings benefits of fast-track processes, Client acknowledges that it has been advised that the Project will be affected. Some of the effects include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated Construction Documents for permitting, bidding, and construction purposes. Client acknowledges that the Project will likely require associated coordination, design, and redesign of parts of the Project after Construction Documents are issued and the Construction Contract is executed and may require removal of work-in-place, all which events may cause an increase in the Cost of the Work and/or an extension of the Project construction schedule. Therefore, Client acknowledges the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from fast-track processes.



EXHIBIT D

SCHEDULE OF REIMBURSABLES

- | | | |
|----|---|--|
| 1. | Subcontractor Services | Actual Costs |
| 2. | Travel Expenses | In accordance with Chapter 112.061, F.S.;
and further defined in the Polk County Employee Handbook. |
| 3. | Postage, Fed Express, UPS | Actual Costs |
| 4. | Pre-approved Equipment
(includes purchase and rental of equipment used in project) | Actual Costs |

POLK COUNTY ROADS & DRAINAGE DIVISION MULBERRY ROADWAY MAINTENANCE FACILITY

RFP 24-699



PREPARED BY

THE
LUNZ
GROUP

Architecture | Interior Design

OUR VISION

Cultivating our communities.

OUR MISSION

Building relationships through design.

AGENDA

PROJECT TEAM

PROJECT APPROACH

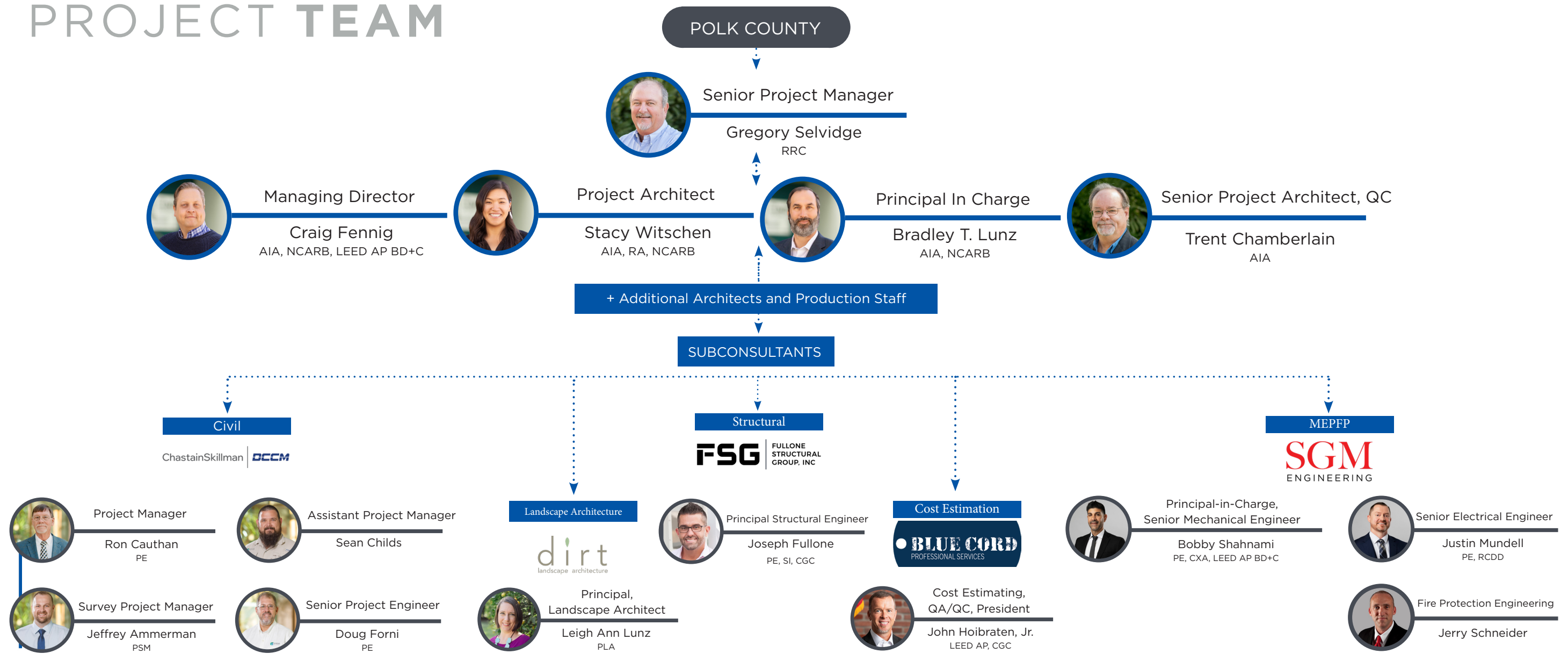
SCHEDULE

POLK COUNTY EXPERIENCE

WHY OUR TEAM

AGENDA

PROJECT TEAM



PROJECT TEAM



PROJECT APPROACH

PROJECT **APPROACH**

POLK COUNTY | RFP 24-699 | R&D DIVISION MULBERRY ROADWAY MAINTENANCE FACILITY | 2.13.2025

LIC: AR947

OUR METHOD

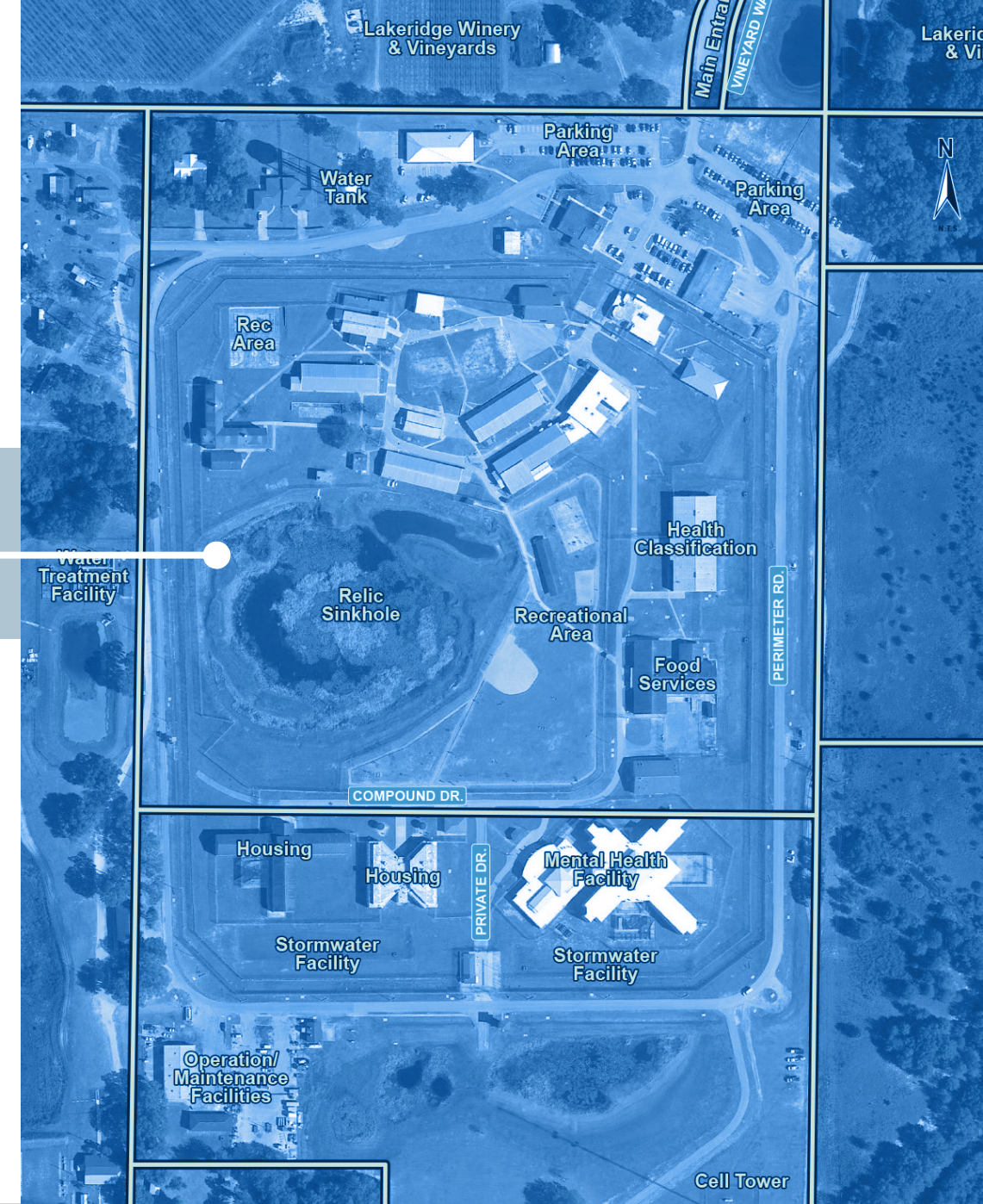
The Lunz Team's design approach for this project is an efficient four-step process:

INVESTIGATE > COLLABORATE > DOCUMENT > BUILD



INVESTIGATE

- We start by collecting and reviewing data such as existing structure or site analysis, spatial needs assessment, service delivery, funding sources (existing and potential), surveys, industry trends, and environmental studies.
- Then our team members meet with individual key stakeholder groups to identify overall goals, expectations, and challenges early on.
- After collating the data and stakeholder feedback, we establish an overall vision of the project that we use to guide our decision-making process and measure our success throughout development and construction.



PROJECT APPROACH

OUR METHOD



COLLABORATE



- After the building program is completed, team members and stakeholders come together to review our findings. We will discuss concerns and identify areas that need attention, advising our approach based on our discussion.
- Rough layout begins, resulting in a schematic design of the project.
- Check-in meetings happen weekly, both at an internal and external level. Informally, communication happens at a daily, or even hourly, basis.

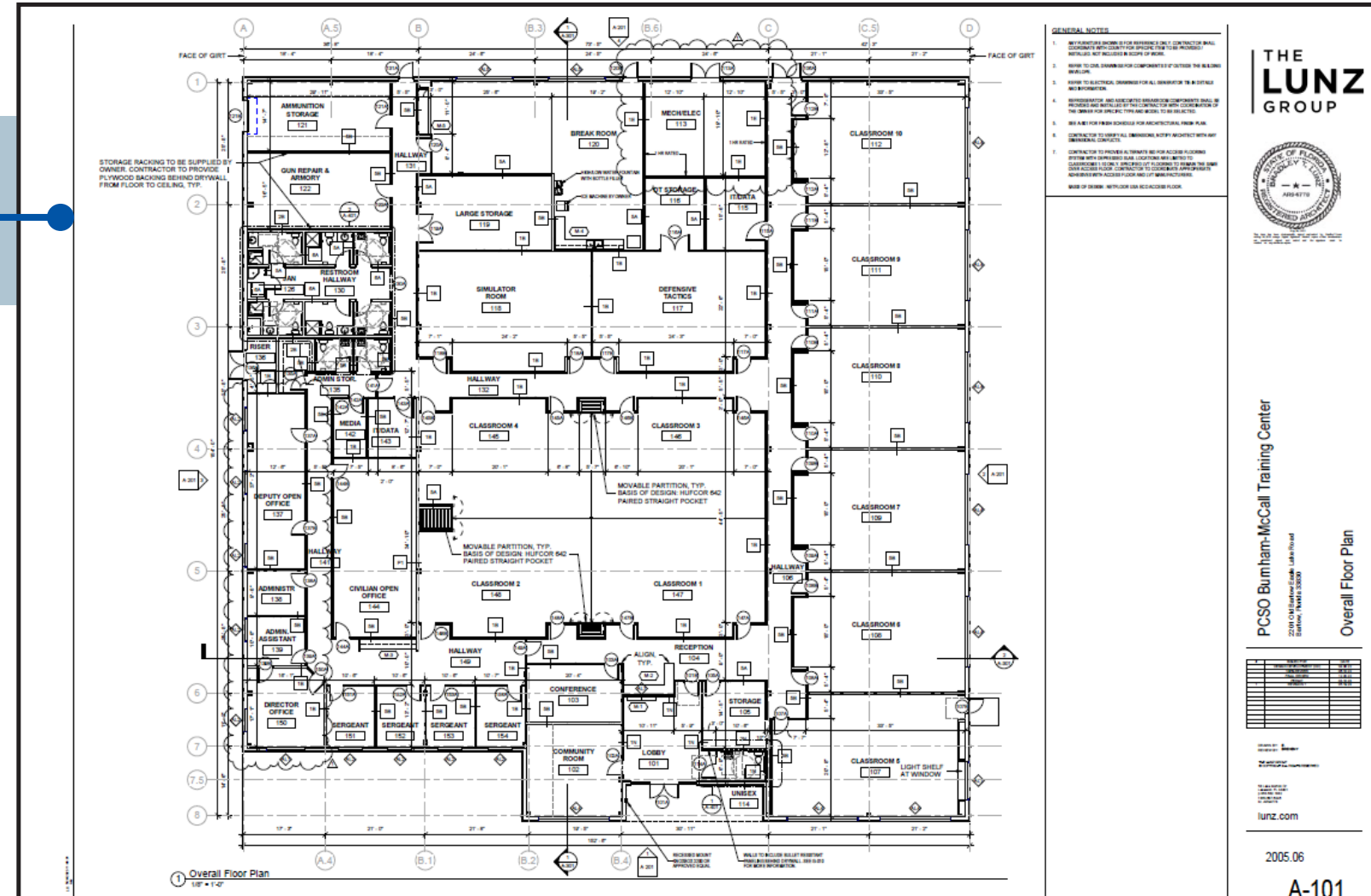
PROJECT APPROACH

OUR METHOD



DOCUMENT

- After the design has been established, we assign milestones for document production, where we deliver permit, bid and construction documents for review.
- Stakeholders have ample time to review and return feedback for The Lunz Group to address and resolve any concerns.
- During this process, we provide meeting minutes for record-keeping; tracking decisions and open items to ensure successful schedule accountability and delivery. The final step of this phase is delivery of complete and accurate permit, bid and construction documents.



PROJECT APPROACH

OUR METHOD



BUILD

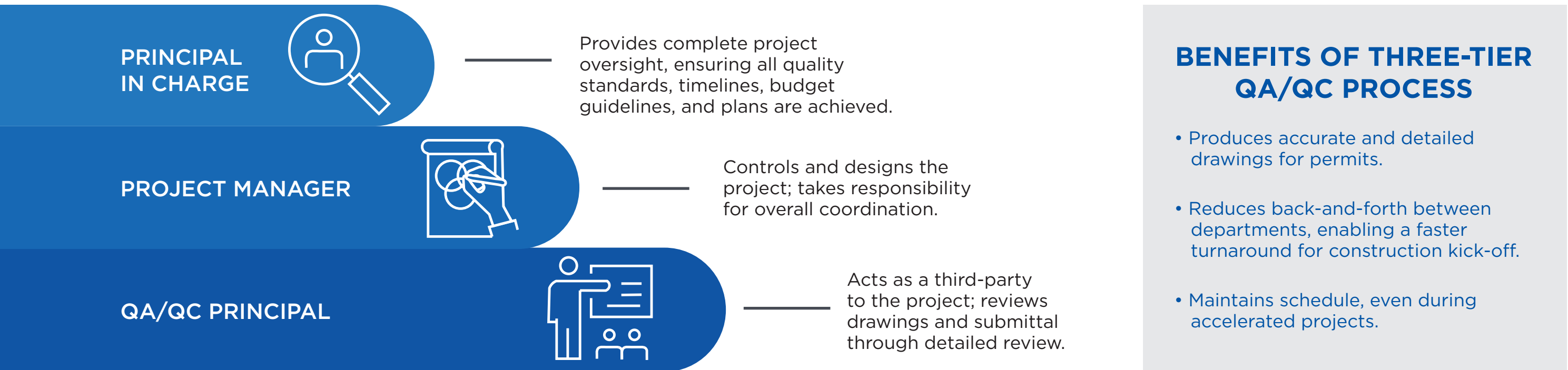


- After delivery of the final set of permits, bid and construction documents, the project is ready to be constructed.
- The Lunz Group provides full bid assistance and construction administration throughout the project, providing contractors with thoroughly coordinated drawings and specifications on all of our projects.
- Our attention to detail and ability to fast-track submissions often means much less time in the permitting process, leading to a quicker project start-up for construction.

PROJECT APPROACH

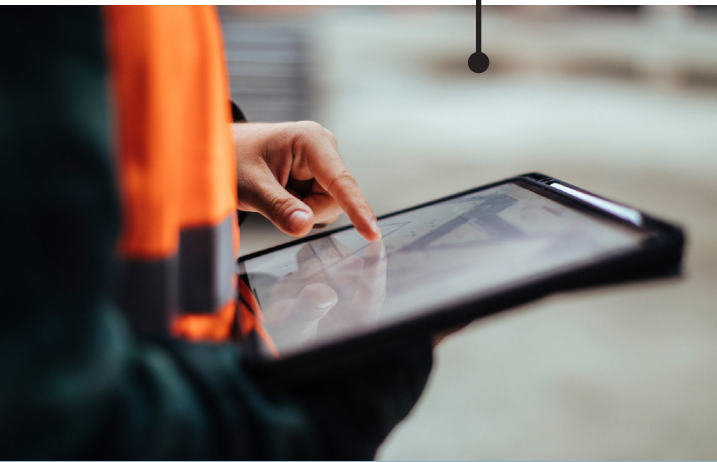
QUALITY ASSURANCE & QUALITY CONTROL

Our quality control structure consists of: Principal in Charge, Project Manager, and QA/QC Principal.



PROJECT APPROACH

QUALITY ASSURANCE & QUALITY CONTROL



Leveraging Technology

- The Lunz Group partners with Autodesk to tailor the Autodesk Preconstruction Bundle to meet specific project needs and workflows.
- Real-time BIM model updates ensure accurate cost takeoffs, budget adherence, and optimized resource allocation, providing unparalleled transparency and informed decision-making.

Milestone Reviews

- Conducted at **30%, 60%, 90%**, and **100%** by uninvolvement QA/QC principals.
- **30% Submittal:** Confirms consultant's understanding of scope and budget.
- **Progress Insight:** Seeks input from Polk County team on work adequacy, design, costs, and adherence to criteria.

Regular Meetings

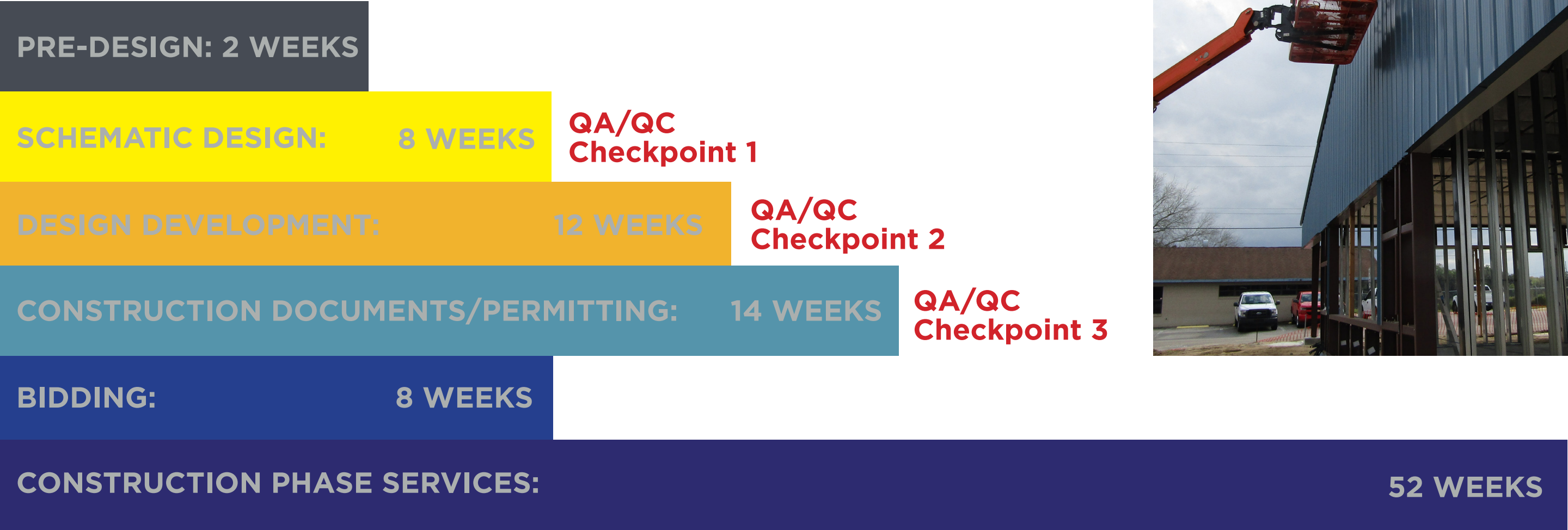
- Held with consultants to discuss project status, timeline schedule charts, and budget analysis.
- Defines near-term deliverables.
- Alerts team to tasks pending or behind schedule; Plans steps for schedule compliance.

Budget Adherence & Quality Assurance

- Tracked throughout all project phases to ensure exceptional services for Polk County.

PROJECT APPROACH

DESIGN-CONSTRUCTION SCHEDULE



DESIGN-CONSTRUCTION SCHEDULE

POLK COUNTY EXPERIENCE

8

ACTIVE PROJECTS
IN DESIGN AND
CONSTRUCTION
WITH POLK COUNTY

170+

PROJECTS COMPLETED
WITH POLK COUNTY

37

YEARS OF
COLLABORATING WITH
POLK COUNTY

IN DESIGN

- BRADLEY JUNCTION FIRE RESCUE STATION*
- EAGLE LAKE FIRE STATION*
- CALOOSA LAKE FIRE RESCUE STATION*

IN CONSTRUCTION

- MASTERPIECE ROAD FIRE RESCUE STATION*
- MOORE ROAD FIRE RESCUE STATION*
- EATON PARK FIRE RESCUE STATION*
- POLK COUNTY FIRE RESCUE TRAINING FACILITY
- POLK COUNTY RIDGE DISTRICT STATION AT POINCIANA*

RECENTLY COMPLETED

- POLK COUNTY SHERIFF'S BURNHAM-MCCALL TRAINING CENTER
- WATKINS ROAD FIRE RESCUE STATION*
- KATHLEEN FIRE RESCUE STATION*
- POLK COUNTY FIRE RESCUE TRAINING FACILITY MASTER PLAN
- GALLOWAY FIRE RESCUE STATION*
- FROSTPROOF FIRE RESCUE STATION*

**REUSE DESIGN PROJECTS*



MOORE ROAD FIRE STATION



POLK COUNTY EXPERIENCE

POLK COUNTY EXPERIENCE

PROJECT SCOPE

Design of a new Polk County
Roads & Drainage Office Annex

Size: 16,907 SF

Location: Winter Haven, FL

Completed: September 2020

Design Fee: \$274,900

Construction Cost: \$3.4 Million (\$201/SF)

FEATURES

- * Flexible facility for current and future staffing needs
- * Space for assemblies of up to 100 occupants
- * Additional private offices provision
- * Limited covered parking and separate public/employee entrances

DESIGN ELEMENTS

- * Bold metal panel exterior with County’s colors
- * LVT flooring, clerestory skylights, welcoming lobby, offices, conference rooms, and training space
- * Open and covered parking, landscaping, covered walkways, and private manager entrances



POLK COUNTY EXPERIENCE



WHY OUR TEAM

WHY OUR TEAM

POLK COUNTY | RFP 24-699 | R&D DIVISION MULBERRY ROADWAY MAINTENANCE FACILITY | 2.13.2025

LIC: AR947



EXPERIENCE



EXPERTISE



APPROACH



FLORIDA-BASED



RELATIONSHIP



PROVEN TEAM

WHY OUR TEAM



 **POLK**
COUNTY
ROADS & DRAINAGE

2851

THE LUNZ GROUP

Architecture | Interior Design

Cultivating Communities.

PHONE 863.682.1882
EMAIL marketing@lunz.com

58 Lake Morton Drive, Lakeland, Florida 33801
www.lunz.com
LIC: AR94778

Architectural/Engineering Services Agreement

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County, a political subdivision of the State of Florida, 330 W. Church Street, Bartow, Florida 33830, hereinafter referred to as the “County”, and The Lunz Group, a Florida Limited Liability Company, located at 58 Lake Morton Drive, Lakeland, FL 33801 herein referred to as the “Consultant”, and whose Federal Identification Number is: 59-2853955.

WHEREAS, the County requires certain architectural and engineering services for the design of the new Roads & Drainage Division Mulberry Roadway Maintenance Facility and permitting, bidding, construction administration and close out documentation, all to be performed in Polk County for the construction of the new Roads & Drainage Division Mulberry Roadway Maintenance Facility (the “Project”); and,

WHEREAS, the County has solicited for these professional services via RFP 24-699, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

WHEREAS, pursuant to the RFP, the County has selected the Consultant and the Consultant remains agreeable to providing the County the professional services described herein, and the Consultant represents that it is 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 parties hereby agree, as follows:

1.0 **Effective Date; Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the “Effective Date”).

1.2 The Agreement Term shall be from the Effective Date through completion of both parties’ obligations hereunder, unless otherwise sooner terminated as provided herein.

2.0 **Consultant Services - General**

The County does hereby retain the Consultant to furnish those services and to perform those tasks as set forth and described in (i) the County’s Request for Proposal RFP #24-699, to include all attachments and addenda, (ii) the Consultant’s responsive proposal thereto, and (iii) the Roads & Drainage Division Mulberry Roadway Maintenance Facility Scope of Work (collectively, (i) (ii), and (iii) are “RFP 24-699”), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit “A” and made a part of this Agreement, together with those services set forth and described on Exhibit B “Scope of Services” attached hereto and incorporated herein, and as may be otherwise set forth herein (collectively, the “Services”).

3.0 **Project Administration Services**

3.1 The Consultant shall manage the Consultant’s services and administer the Project. The Consultant shall consult with the County, research applicable design criteria, attend Project meetings, and communicate with members of the Project Team and issue progress reports. The Consultant shall coordinate the Services provided by the Consultant and the Consultant’s sub-consultants with those services provided by the County and the County’s other Project consultants.

3.2 When Project requirements have been sufficiently identified, the County may require the Consultant to prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the County, design services furnished by the Consultant, completion of documentation provided by the Consultant, commencement of construction and Substantial Completion of the Project Improvements to be made based upon the final, approved Construction Documents.

3.3 When developing the design for the Project the Consultant shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics.

3.4 Upon request of the County, the Consultant shall make a presentation to explain the design of the Project to representatives of the County.

3.5 The Consultant shall submit design documents to the County at intervals appropriate to the design process for purposes of evaluation and approval by the County. The Consultant shall be entitled to rely on written approvals received from the County in the further development of the design.

3.6 The Consultant shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.7 EVALUATION OF BUDGET AND COST OF THE WORK.

3.7.1 When the Project requirements have been sufficiently identified, the Consultant shall prepare a preliminary estimate of the Cost of the Work (as the term is defined in Section 46.2, below). This estimate may be based on current area, volume or similar conceptual estimating techniques. The Consultant shall advise the County of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the estimate of the Cost of the Work exceeds the County's budget, the Consultant, at no additional charge, shall make appropriate recommendations to the County to adjust the Project's size, quality or budget, and the County shall cooperate with the Consultant in making such adjustments.

3.7.2 The Consultant's preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work represent the Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the methods available to the Consultant when determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Consultant.

3.7.3 In preparing estimates of the Cost of the Work, the Consultant shall be permitted to include contingencies and allowances for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents (as the term is defined in Section 46.1, below); to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the County's budget for the Cost of the Work.

3.7.4 If bidding or negotiation has not commenced within 90 days after the Consultant submits the Construction Documents to the County, the budget for the Cost of the Work shall be adjusted to reflect any changes in the general level of prices in the construction industry.

3.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, and the County elects to revise the Project scope to reduce the Cost of the Work, then the Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit as a condition of this Agreement.

4.0 Evaluation and Planning Services

4.1 The County may furnish a program setting forth the County's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements. The Consultant shall provide a preliminary evaluation of the information furnished by the County under this Agreement, including the County's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Consultant shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the County of any other information or consultant services that may be reasonably needed for the Project.

4.2 The Consultant shall provide a preliminary evaluation of the County's site for the Project based on the information provided by the County of site conditions, and the County's program, schedule and budget for the Cost of the Work.

5.0 Design Services

5.1 SCHEMATIC DESIGN DOCUMENTS

5.1.1 The Consultant shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5.2 DESIGN DEVELOPMENT DOCUMENTS

5.2.1 The Consultant shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

5.3 CONSTRUCTION DOCUMENTS

5.3.1 The Consultant shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

5.3.2 During the development of the Construction Documents, the Consultant shall assist the County in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the County and the Contractor; and (2) the Conditions (General, Supplementary and other Conditions) of the Contract (the “Construction Contract”) for Construction of the Project. The Consultant also shall compile the Project Manual that includes the Conditions of the Construction Contract and Specifications and may include bidding requirements and sample forms.

5.3.3 Progress submittals of final design documents shall be delivered to the County for review and approval, at the 50% Construction Document Phase, the 100% Construction Documents to be submitted for permit, and the 100% Construction Documents, approved for construction for each subproject. Such submittals shall be reissued as necessary to secure approval. County comments shall be incorporated into the next design phase of the work. Consultant is entitled to rely upon County’s approval that the design conforms to the program at each stage. The County and the Consultant agree that they shall not proceed to the next design phase, including the Construction Phase, until they have mutually agreed that the Project is feasible in accordance with the budget approved by the County.

6.0 Contract Administration Services

6.1 GENERAL ADMINISTRATION

6.1.1 The Consultant shall provide administration of the Construction Contract between the County and its selected contractor (the “Contractor”) as set forth in that contract.

6.1.2 The Consultant’s responsibility to provide the Contract Administration Services under this Agreement commences with the Notice to Proceed to the Contractor and terminates at the issuance to the County of the final Certificate for Payment. However, the Consultant may be entitled to a Change in Services in accordance with Section 47.2 if Contract Administration Services extend 60 days after the date of Final Completion of the Work.

6.1.3 The Consultant shall be a representative of, and shall advise and consult with, the County during the provision of the Contract Administration Services. The Consultant shall have authority to act on behalf of the County only to the extent provided in this Agreement unless otherwise modified by written amendment.

6.1.4 Duties, responsibilities and limitations of authority of the Consultant under this Section 6.0 shall not be restricted, modified or extended without written agreement of the County and Consultant.

6.1.5 The Consultant shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Consultant and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

6.1.6 When reasonably required by the County, the Consultant shall on the County’s behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

6.1.7 On receipt of written request from either the County or Contractor, the Consultant shall interpret and decide any disputed or unresolved matters between the County and

Contractor concerning the requirements and performance of the Work pursuant to the Contract Documents. The Consultant's response to such requests shall be made in writing within any time limits stated in the Construction Contract or as agreed among the parties.

6.1.8 Interpretations and decisions of the Consultant with respect to the matters described in section 6.1.7, above, shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Consultant shall endeavor to secure faithful performance by both County and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith.

6.1.9 The Consultant shall render initial decisions on claims, disputes or other matters in question between the County and Consultant as provided in the Contract Documents. However, the County's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

6.2 EVALUATIONS OF THE WORK

6.2.1 The Consultant, as a representative of the County, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the County and the Consultant, (1) to become generally familiar with and to keep the County informed in writing about the progress and quality of the portion of the Work completed, (2) to guard the County against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

6.2.2 The Consultant shall report to the County known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant shall be responsible for the Consultant's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Sub-contractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

6.2.3 The Consultant shall at all times have access to the Work wherever it is in preparation or progress.

6.2.4 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized in writing, the Consultant and Contractor shall communicate through the County. Communications by and with the Consultant's sub-consultants shall be through the Consultant. The Consultant shall respond to the County with the Consultant's written responses or correspondence within a reasonable length of time.

6.2.5 The Consultant shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant, with the County's approval, will have authority to require inspection or testing of

the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith, either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the Consultant to the Contractor, Sub-contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. If the Consultant requires inspection or testing of the Work without the County's prior approval and deems the Work acceptable, then the Consultant will be responsible for any compensation due the Contractor.

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

6.3.1 The Consultant shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Consultant's certification for payment shall constitute a representation to the County, based on the Consultant's evaluation of the Work as provided in Paragraph 6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Consultant.

6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections beyond those inspections required pursuant to this Agreement, to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub-contractors and material suppliers and other data requested by the County to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.3.3 The Consultant shall maintain a record of the Contractor's Applications for Payment.

6.4 SUBMITTALS

6.4.1 The Consultant shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the County, Contractor or separate contractor. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.4.2 The Consultant shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Consultant shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Consultant. The Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.5 CHANGES IN THE WORK

6.5.1 The Consultant shall prepare Construction Change Directives and assist the County with the preparation of change orders and allowance authorizations for the County's approval and execution in accordance with the Contract Documents. The Consultant may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. If necessary, the Consultant shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

6.5.2 The Consultant shall review properly prepared, timely requests by the County or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Consultant to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Consultant determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Consultant may issue an order for a minor change in the Work or recommend to the County that the requested change be denied.

6.5.3 If the Consultant determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Consultant shall make a recommendation to the County, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Consultant shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Consultant. With the County's approval, the Consultant shall incorporate those estimates into a Change Order or other appropriate documentation for the County's execution or negotiation with the Contractor.

6.5.4 The Consultant shall maintain records relative to changes in the Work.

6.6 PROJECT COMPLETION

6.6.1 The Consultant shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the County, for the County's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall

issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

6.6.2 The Consultant's inspection shall be conducted with the County's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Consultant of Work to be completed or corrected.

6.6.3 When the Work is found to be substantially complete, the Consultant shall inform the County about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.6.4 The Consultant shall receive from the Contractor and forward to the County: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the County against liens.

7.0 Facility Operation Services

7.1 The Consultant shall meet with the County or the County's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

7.2 Upon request of the County, and prior to the expiration of one year from the date of Substantial Completion, the Consultant shall conduct a meeting with the County and the County's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the County.

8.0 Additional Services

8.1 The Consultant shall perform the additional Services as set forth and further described on Exhibit "B".

8.2 The following minimum Design Services and Contract Administration Services shall be provided by the Consultant without a Change in Services in accordance with Section 47.2:

8.2.1 A reasonable number of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Consultant.

8.2.2 Up to two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

8.2.3 Up to two (2) inspections for any portion of the Work to determine final completion.

8.3 The following Design and Contract Administration Services may be provided by the Consultant as a Change in Services in accordance with Section 47.2:

8.3.1 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Services, with prior approval by County;

8.3.2 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;

8.3.3 Evaluation of substitutions proposed by the County's consultants or contractors and making subsequent revisions to the Instruments of Service (as described in Section 47.1, below), with prior approval by County.

8.3.4 Preparation of design and documentation for alternate bid or proposal requests proposed by the County after the Guaranteed Maximum Price for the Work is established.

8.3.5 Contract Administration Services provided 60 (sixty) days after the date of Final Completion of the Work, as may be requested by the County.

9.0 Compensation

9.1 In consideration for its providing the Services, the County shall pay Consultant the lump sum amount stated in Exhibit "C", "Compensation", which is attached hereto and made a part of this Agreement. Exhibit "C" identifies the Services by Task Item; the Consultant shall bill the County for all Services it performs by the applicable Task Item.

9.2 The Consultant shall invoice the County monthly for Services rendered as outlined in Exhibit "C". All such invoices shall be based upon the percentage of work completed for each Task Item, as set forth on Exhibit "C", for the preceding month. Each invoice shall include a description of work performed or milestone achieved. No invoices shall be issued or paid for services that have not been performed.

9.3 All invoices must reference this Agreement number, using an invoice form approved by the County Auditor.

9.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of a correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Facilities Management Division

Attention: Division Director

2160 Marshall Edwards Drive

Bartow, FL 33830

9.5 In order for both parties herein to close their books and records for the Project, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

9.6 Payment of the final invoice for the Project shall not constitute evidence of the County's acceptance of the Work or Services.

9.7 A contract amendment/change order may be executed by both parties, after Substantial Completion, to incorporate any additional design fees due to the Consultant. The amendment shall be based upon 7% of the additional cost of the Work that has been added to the Project where the Consultant participated in the design process.

9.8 If the Services of the Consultant are changed as described in Section 47.2.1 or 47.2.2, the Consultant's compensation may be adjusted. Such adjustment shall be computed as a lump sum on a task-by-task basis, or, in the discretion of the County, in an otherwise equitable manner.

9.9 An allowance is included for additional services in the amount set forth in Exhibit C. This allowance shall only be used at the direction of the County with approval of the Facilities Management Director. Any unused portion of the allowance shall be returned to the County following final completion.

9.10 Forty (40) calendar days shall be allowed for the County's inspection and approval of the goods and services for which any invoice has been submitted.

9.11 No deduction shall be made from the Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to the Contractors.

9.12 If any work designed or specified by the Consultant during any phase of service is abandoned or suspended in whole or in part, the Consultant is to be paid for the Services performed prior to receipt of written notice from the County of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three months.

10.0 Reimbursable Expense

10.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the negotiated Scope of Work (Exhibit A-iii) and in accordance with the County's Reimbursable Schedule that is attached hereto as Exhibit "D" 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. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services described in this Agreement.

10.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the Agreement, and include:

Overnight Deliveries

Reproduction

10.3 Mileage shall be reimbursed in accordance with Section 112.061, Florida Statutes, and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

10.4 Reimbursable Expenses, including those of the sub-consultants, shall be reimbursed at cost.

10.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes, and County policy.

10.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Facilities Management Division offices upon demand termination of the Agreement or the conclusion of the project, whichever occurs first.

10.7 The County shall reimburse the Consultant for any documents required over and above the number specified in this Agreement per the County's Reimbursable Schedule that is attached hereto as Exhibit "D".

11.0 Project Team

11.1 No later than the date it selects the Contractor, the County shall identify the initial members of its Project Team which will include the County's Designated Representative and the Consultant's Designated Representative. If it had not done so prior to that date, the Consultant will identify to the County the Consultant's Designated Representative. The Consultant's Designated Representative shall be authorized to act on the Consultant's behalf with respect to the Project.

11.2 The County hereby authorizes the County's Facilities Management Director to act as the County's agent and execute documents associated with the Project. Examples of these documents are Notices of Commencements, Certificates of Substantial and Final Completion and applications for permits from applicable agencies.

11.3 If in addition to the County's Designated Representative, the County designates any other person or entity with the right or duty to review the Consultant's submittals to the County, then the County shall specifically identify each such person and entity in a written notice to the Consultant.

12.0 Consultant's Standard of Care

12.1 The Consultant's Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Within ten (10) days following issuance of the Notice to Proceed, the Consultant shall submit for the County's approval a schedule for the performance of the Consultant's Services. This schedule shall include allowances for periods of time required for the County's review, for the performance of the County's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The Consultant or County shall not, except for reasonable cause, exceed time limits established by this schedule approved by the County.

12.2 Intentionally Omitted.

12.3 The Consultant shall maintain the confidentiality of information specifically designated as confidential by the County, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding. The Consultant shall require of the Consultant's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the County.

12.4 Except with the County's knowledge and prior express written consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Project.

12.5 The Consultant shall review laws, codes and regulations applicable to the Consultant's services. The Consultant shall design the Project to conform to the requirements imposed by governmental authorities having jurisdiction over the Project.

12.6 The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the County. The Consultant shall provide prompt written

notice to the County if the Consultant becomes aware of any errors, omissions or inconsistencies in such services or information.

12.7 The Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

12.8 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

12.9 The Consultant shall, at no additional cost to County, re-perform Services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

12.10 The Consultant shall use skilled and competent personnel to perform the Services.

13.0 **Insurance**

13.1 **General Provisions**

13.1.1 The Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the County with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the County.

13.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of the County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of at least the "A" category and size category of VIII.

13.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$100,000.00 without the permission of the County.

13.1.4 Any failure by the Consultant to comply with the requirements of this section to provide insurance, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance;

13.1.5 The County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

13.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

13.1.7 All Consultants' sub-consultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

13.1.8 In the event that sub-consultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the sub-consultants' insurance coverage.

13.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

13.2 Comprehensive Automobile Liability Insurance. \$1,000,000/\$1,000,000 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.

13.3 Commercial General Liability. \$1,000,000/\$2,000,000 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

13.3.1 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.

13.3.2 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)

13.3.3 Policy must include Separation of Insureds Clause.

13.4 Professional Liability Insurance. \$2,000,000/\$2,000,000 for design errors and omissions, exclusive of defense costs. The Consultant shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the project is completed.

13.6 Worker's Compensation. Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

13.7 Employers' Liability. \$1,000,000.

14.0 **Indemnification**

14.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the County and the Consultant agree to allocate such liabilities in accordance with this Section 14.0.

14.2 Indemnification.

14.2.1 The Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and expenses (including, without limitation, attorneys' fees and costs and expenses incurred during negotiation, through litigation and all appeals therefrom), and including, without limitation, those pertaining to

the death of or injury to any person, or damage to any property, which directly or indirectly arise in connection with or result from (i) the failure of the Consultant to comply with applicable laws, rules or regulations, (ii) the breach by the Consultant of its obligations under any agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the Consultant's performance or non-performance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct of the Consultant, its professional associates, sub-consultants, agents, and employees; provided, however, that the 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. The obligations imposed by this Section shall survive the expiration or earlier termination of this Agreement.

14.2.2 The County's review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

14.2.3 The Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of sub-consultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

14.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 14.0 shall survive as if the Agreement were in full force and effect.

15.0 Independent Contractor

15.1 The Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

15.2 The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance.

15.3 The Consultant shall work closely with the County in performing Services under this Agreement.

15.4 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the County in any manner.

15.5 The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16.0 Authority to Practice

16.1 The Consultant hereby represents and warrants that it 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.

17.0 Compliance with Laws

17.1 In performance of the Services, the Consultant will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

18.0 Subcontracting

18.1 The County reserves the right to accept the use of any proposed subcontractor or sub-consultant of the Consultant (for purposes of this Section 18.0 referred to as a “sub-consultant”), or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant.

18.2 If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new sub-consultant by the County. Failure of a sub-consultant to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

19.0 Federal and State Taxes

19.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County’s Tax Exemption Number in securing such materials.

20.0 Public Entity Crimes

20.1 The Contractor declares and warrants that neither the Contractor nor any of the Contractor’s affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

21.0 County’s Responsibilities

21.1 The County shall be responsible for providing access to all County project sites, and providing information in the County’s possession that may reasonably be required by Consultant, including existing reports, studies, financial information, and other required data that are available in the files of the County.

22.0 Termination of Agreement

22.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Consultant.

22.2 This Agreement may be terminated by the County, in whole or in part, at any time, for the County’s convenience with or without cause immediately upon written notice to the Consultant.

22.3 Unless the Consultant is in breach of this Agreement, subject to the cure period provided in Section 42.1 below, by delivering written notice to the Consultant.

22.4 After receipt of written notice of termination of this Agreement, and except as otherwise directed by the County, the Consultant shall:

22.4.1 Stop work on the date and to the extent specified.

22.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

22.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

22.4.4 Continue and complete all parts of the work that have not been terminated.

22.5 The Consultant shall be paid for Services actually rendered to the County's satisfaction through the date of termination.

23.0 Uncontrollable Forces (Force Majeure)

23.1 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. 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.

24.0 Governing Law and Venue

24.1 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 the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

25.0 Non-Discrimination

25.1 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.

26.0 Waiver

26.1 A waiver by either the County or the 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

27.0 Severability

27.1 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.

27.2 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.

27.3 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.

27.4 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.

28.0 Entirety of Agreement

28.1 The County and the Consultant agree that this Agreement sets forth the entire understanding between the parties as to the subject matter contained herein, and that there are no promises or understandings between the parties other than those stated herein.

28.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and the Consultant pertaining to the Services, whether written or oral.

29.0 Modification

29.1 This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the County and the Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

30.0 Successors and Assigns

30.1 The County and the Consultant each binds itself and its partners, successors, assigns, executors, administrators and legal representatives to the other party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

30.2 The Consultant shall not assign this Agreement without the prior express written approval of the County by written executed Amendment by both parties, which approval may be withheld in the County's sole and absolute discretion.

30.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Agreement and such substitution shall be affirmed by the County by executed Amendment.

31.0 Contingent Fees

31.1 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 bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

32.0 Truth-In-Negotiation Certificate

32.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

32.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this Certificate within one (1) year following payment.

33.0 Ownership of Documents

33.1 The Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, drawings, or other information, except for the Instruments of Service, as defined in Section 47 herein, shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. The Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by the Consultant.

34.0 Access and Audits

34.1 The Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

34.2 Misrepresentations of billable time or Reimbursable Expenses as determined by the County Auditor to Polk County, a political subdivision of the State of Florida shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

34.3 Intentional misrepresentations of billable hours and Reimbursable Expenses will be criminally prosecuted to the fullest extent of the law.

34.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

35.0 Notice

35.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Polk County Procurement Division
P.O. Box 9005, Drawer AS05
Bartow, FL 33831-9005
Attn: Procurement Director

As to Consultant: Bradley Lunz
The Lunz Group, LLC
58 Lake Morton Drive
Lakeland, FL 33801

35.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Email is acceptable notice effective when received, however, Emails received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

35.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Consultant and the County.

36.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: The Lunz Group, LLC
58 Lake Morton Drive
Lakeland, FL 33801
Attn: Bradley Lunz

37.0 **Key Personnel**

37.1 The Consultant shall notify the County in the event of key personnel changes which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to any such changes. The Consultant, at the County's request, shall remove without consequence to the County any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. The County has the right to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name: Gregory Selvidge

Name: Stacy Witschen

Name: Craig Fennig

Name: Trent Chamberlain

38.0. Annual Appropriations

38.1 The Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

39.0 Liquidated Damages

39.1 The parties hereto agree that in lieu of actual damages liquidated damages in the amount of One Hundred Dollars (\$100) per day will be assessed against the Consultant as the County's remedy and not as a penalty, for Consultant's failure to meet the final Design Services deliverable dates stated in the Project schedule described in Section 3.2, above, with such liquidated damages assessed only if the Consultant is not delayed by reasons beyond Consultant's reasonable control. The parties agree that such assessment of liquidated damages is reasonable and appropriate, as 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 Consultant's failure described above.

40.0 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 consultant hereto, and any subconsultant thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the consultant or subconsultant. The consultant acknowledges and agrees that (i) the County and the consultant may not enter into this Agreement, and the consultant 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 consultant 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 subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an

unauthorized alien. The consultant 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 subconsultant 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 consultant, the consultant may not be awarded a public contract for a period of 1 year after the date of termination. The consultant 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.

41.0 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 AGREEMENT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

42.0 Default and Remedy

42.1 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.

43.0 Attorneys' Fees and Costs

43.1 Except as stated in Section 14.2.1, above, in connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

44.0 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 Consultants 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

45.0 Americans with Disabilities Act

45.1 The Consultant shall conform its Drawings and Specifications to the requirements of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), but County shall be responsible for compliance with the remaining provisions of the Americans with Disabilities Act ("ADA"). County and Consultant further recognize that interpretations of ADA

by governmental officials and/or courts of law may vary or change. Should such variance or change adopted after the date the 100% Design Development are completed, require the Consultant to make the required modifications, such modifications shall be considered as Contingent Additional Services.

46.0 **Additional Definitions**

46.1 **Contract Documents** means this Agreement, the County's Construction Contract with the Contractor, the Plans, Specifications, General Conditions and related Construction Documents or any other documents incorporated by reference.

46.2 **Cost of the Work** shall be the total cost or, to the extent the Project is not completed, the estimated cost to the County of all elements of the Project designed or specified by the Consultant.

46.2.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the Consultant, including the costs of management or supervision of construction or installation provided by a separate construction manager or Consultant.

46.2.2 The Cost of the Work does not include the compensation of the Consultant and the Consultant's sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the County.

46.3 **Final Completion** means that the following items have been completed or satisfied:

46.3.1 Construction of the Work is completed, in accordance with the Contract Documents and certified as such by the County and Consultant.

46.3.2 The Project is suitable for full use and occupancy as determined by the County and Consultant.

46.3.3 All Punch list items have been completed or otherwise disposed of or accounted for to the County's satisfaction and approval.

46.3.4 A final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

46.3.5 All required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, warranties and maintenance books including the Final Completion form have been delivered to the County.

46.4 **Punch list** means a list of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance.

46.5 **Schedule of Values** means the schedule to be used as a basis for progress payments to be made to the Contractor by the County during performance of the work, based on the then current percentage of progress of construction of the Project, subject to the approval of the Consultant.

46.6 **Substantial Completion** means the Contractor has ascertained that the Work or portions thereof is ready for the Consultant and Consultant substantial completion inspection. It is understood that the Construction Manager will provide a list of incomplete items

to the County and Consultant prior to this inspection. After the County's and Consultant's inspection, the Contractor will prepare a schedule for a completion of the list, indicating completion dates for the County's review. The County and Consultant will issue a Certificate of Substantial Completion when the work on the Contractor's pre-substantial punch-list has been accomplished, to the best of the Contractor's ability.

46.7 **Substantial Completion Date** means the date, certified by the Consultant, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the County can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use.

47.0 **Additional Terms and Conditions**

47.1 INSTRUMENTS OF SERVICE

47.1.1 Original drawings, specifications and other documents, including those in electronic form (but not including functionally required elements of a building, standard configuration of spaces, and other standard, functional design elements not subject to copyright protection) prepared by the Consultant and the Consultant's sub-consultants are Instruments of Service for use solely with respect to this Project. The Consultant and the Consultant's sub-consultants shall be deemed the authors of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

47.1.2 Upon execution of this Agreement, the Consultant grants to the County a nonexclusive license to reproduce the Consultant's Instrument of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the County shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The Consultant shall obtain similar nonexclusive licenses from the Consultant's sub-consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate the license. Upon such termination, the County shall refrain from making further reproductions of Instrument of Service. If and upon the date the Consultant is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the County to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

47.1.3 Except for the licenses granted in Section 47.1.2, no other license or right shall be deemed granted or implied under this Agreement. The County shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. However, the County shall be permitted to authorize the Contractor, Subcontractors, and sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service to and for use in their execution of the Work by license granted in Section 47.1.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and the Consultant's sub-consultants. The County agrees to pay the Consultant a reasonable, mutually agreed upon amount for any reuse of the Instruments of Service beyond this Agreement. The County shall not be responsible to pay the Consultant for the use of the designs, Drawings or Specifications when used for reference purposes only.

47.1.4 If the Consultant is required to deliver any Services hereunder in the form of electronic encoded media, the printed representation of such media furnished by the Consultant shall be the official records of the Consultant's service provided upon completion of those Services and payment in full. The County shall have a right to rely on such printed representation in connection with any subsequent modification of such electronic media and agrees to hold the Consultant harmless from all cost and expense, including attorney's fees, from claims which arise out of modification or re-use of such electronic media or printed representation by or on behalf of the County without the Consultant's consent. Under no circumstances shall transfer of Drawings and other Instruments of Service on electronic media for use by the County, be deemed a sale by the Consultant, and the Consultant makes no warranties of merchantability or fitness for a particular purpose.

47.2 CHANGE IN SERVICES

47.2.1 Change in Services of the Consultant, including services required of the Consultant's sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, and if the Consultant's Services are affected as described in Section 47.2.2. Except for a change due to fault of the Consultant, Change in Services of the Consultant shall entitle the Consultant to an adjustment in compensation pursuant to Section 9.8, and to any Reimbursable Expenses described in Section 10.0.

47.2.2 If any of the following circumstances affect the Consultant's Services for the Project, the Consultant shall be entitled to an appropriate adjustment in the Consultant's schedule and compensation:

47.2.2.1 Change in the instructions or approvals given by the County that constitute material changes to the Project parameters set forth above and which necessitate revisions in Instruments of Service;

47.2.2.2 Enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to previously prepared Instruments of Service;

47.2.2.3 Significant change in the Project including, but not limited to, size, quality, complexity, the County's schedule or budget, or procurement method; or

47.2.2.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Consultant is party thereto.

47.3 ACCELERATED COMPLETION OF DESIGN PACKAGES. In order to minimize construction problems and change orders, the Consultant's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, County may choose to accelerate the completion of the Project so that it may be completed in a shorter time period than would normally be required. Should the County choose to make this selection, it shall not be considered Fast Track, or in any way relieve the Consultant of its responsibilities and obligations set forth herein.

48.0 **Scrutinized Companies and Business Operations Certification; Termination.**

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott

of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

49.0 **Unauthorized Alien(s)**

49.1 The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services. 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. The Form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the Consultant and submitted as part of this Agreement.

50.0 **No Construction Against Drafter**

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT 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 BUTTERFIELD
CLERK OF THE BOARD

POLK COUNTY,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Chairman, T.R. Wilson
Board of County Commissioners

Date Approved by Board: _____

Reviewed as to form and legal sufficiency:

Mark Wilson 10/16/25

County Attorney's Office Date

ATTEST:

The Lunz Group, LLC
a Florida Limited Liability Company

Sarah Giles
Corporate Secretary

Sarah Giles
Print Name

By: [Signature]

Bradley Lunz
Print Name
CEO + President
Title

Date: 10/9/2025

Date: 10/9/2025

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 24-699 PROJECT NAME: Architectural and Engineering Services for the Roads & Drainage Division Mulberry Roadway Maintenance Facility.

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (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").

THE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR 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 THE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: The Lunz Group

Signature [Signature] Title President Date 6/9/25

STATE OF: Florida

COUNTY OF: Polk

The foregoing instrument was signed and acknowledged before me this 9th day of

June, 2025 by Bradley Lunz who has produced
(Print or Type Name)

DL-388-173-15-000-D as identification.

(Type of Identification and Number)
[Signature]

Notary Public Signature
Sarah Giles

Printed Name of Notary Public
May 16, 2029

Notary Commission Number/Expiration



EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 24-699, Roads & Drainage Division Mulberry Roadway Maintenance Facility

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:


1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.


3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 9th day of June, 2025

ATTEST:

By: 
PRINTED NAME: Sarah Giles
Its: Corp. Secretary

CONTRACTOR:

By: 
PRINTED NAME: Brandon L. R.
Its: President

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Bradley Lutz, President (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

The Lutz Group
NONGOVERNMENTAL ENTITY


SIGNATURE

Bradley Lutz
PRINT NAME

President and CEO
TITLE

6/9/2025
DATE

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing Architectural and Engineering services for the new Roads & Drainage Division Mulberry Roadway Maintenance Facility here as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

Description: This Request for Proposal is to select an experienced Architectural firm to provide Architectural and Engineering services for the new Roads and Drainage Division Mulberry Roadway Maintenance Facility located at an undisturbed site adjacent to the County's current Roadway Maintenance Office located at 3000 Sheffield Road, Winter Haven, located between Bartow and Winter Haven.

Receiving Period: Prior to 2:00 p.m., Wednesday, January 8, 2025

Bid Opening: Wednesday, January 8, 2025 at 2:00 p.m. or as soon as possible thereafter.

Special Instructions: A **MANDATORY** pre-proposal meeting will be held Tuesday, December 17, 2024, 10:00 a.m. at the Roads & Drainage Meeting Room , located at 3000 Sheffield Road, Winter Haven, FL 33880. An authorized representative or agent of the Proposer must be present at this meeting in person, as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive. A **MANDATORY** site visit will immediately follow. An authorized representative or agent of the Proposer must be present at the meeting and site visit as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive.

To obtain a copy of the site feasibility study 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 "**RFP 24-699, Proposal Attachments**", select "Open" or "Save As" to download the proposal documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polk-county.net.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Friday, December 20, 2024, 4:00 p.m.

RFP REGISTRATION

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

RFP Number: 24-699

RFP Title: Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

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

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830**

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	24-699
RFP Title	Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility
Due Date/Time:	January 8, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to

2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email tabathashirah@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 24-699 Tab 1"

"RFP 24-699 Tab 2"

"RFP 24-699 Tab 3"

"RFP 24-699 Tab 4"

"RFP 24-699 Tab 5"

"RFP 24-699 Tab 6"

"RFP 24-699 Tab 7"

"RFP 24-699 Tab 8"

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

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

**POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director**

REQUEST FOR PROPOSAL 24-699

**Architectural & Engineering Services for Roads & Drainage Division Mulberry
Roadway Maintenance Facility**

Sealed proposals will be received in the Procurement Division, Wednesday, **January 8, 2025 prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <http://www.polk-county.net/boccsite/doing-business/bids/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by December 20, 2024, 4:00 p.m.

Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757**

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional architectural and engineering services for a new Mulberry Roadway Maintenance Facility for the Roads and Drainage Division.

Polk County's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). The Professional Services Selection Committee will review the qualifications of all submitting firms.

It is the intent of the County to select and negotiate a Consulting Agreement with one (1) architectural firm.

The County will negotiate a fee schedule and or overall lump sum price as part of "Selection Process", Elevation Level 4, Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). Polk County's Procurement Procedure's Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

In accordance with Section 287.055(10), Florida Statutes, or any applicable amending or replacement statute, this provision of the RFP shall serve as the County's public notice that any plans, drawings or designs developed by the successful Proposer(s) on behalf of the County pursuant to this RFP or any agreement, authorization, purchase order or other contract resulting therefrom, are subject to be reused by the County at some future time in accordance with the aforementioned statute.

All services must be performed in accordance with applicable Federal, State and Local regulations.

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

The primary intent of the project is to design and construct a new roadway maintenance facility replacing the existing aging building structures with an office, fleet, and equipment storage buildings.

Scope of Services

The Architectural and Engineering services are to include, but not limited to; the following work categories necessary to permit and construct the new buildings:

- a) Attend and participate in all design progress/review meetings.
- b) Participate in all modeling reviews and reporting.
- c) Provide all programming, schematic design (SD), design development (DD),
- d) and construction document (CD) level design documents.
- e) Provide constructability design reviews and reporting.
- f) Participate in all value engineering design reviews and reporting.
- g) Participate in master project scheduling and reporting services.
- h) Attend all pre-bid meetings.

- i) Provide bidding assistance review services.
- j) Attend all bid related meetings.
- k) Provide review of all bid tabulation results and a GMP.
- l) Participate and provide all site and buildings permitting signed and sealed
- m) document services.
- n) Provide all design and sub consulting services.
- o) Participate in all pre-construction and construction progress coordination
- p) meetings.
- q) Coordinate and participate in all closeout documentation requirements and
- r) meetings.
- s) Provide complete design documents and specifications.

FTP Site

Polk County Roads and Drainage, Roadway Maintenance Unit Relocation Site Feasibility and Programming Study can be found on the FTP Site for further site information.

AGREEMENT

The term of this agreement will begin upon the effective date of the agreement through acceptance and approval of the County of all deliverables to be outlined in the agreement.

The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three-ring binder (original and each copy in separate binders). For the purposes of this RFP, one page equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 – Executive Summary

(Items a-c: Maximum of two (2) pages)

- a) Name, company name, address, telephone number, and email address.
- b) State the number of years in business, as the same company/firm.
- c) State the number of full-time employees.
- d) Provide documentation showing proper incorporation by the Secretary of State.
- e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Tab 2 –Approach to Project (35 Points)

(Maximum of four (4) pages)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project.
- Please describe the specific abilities of the firm/team in regard to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Briefly describe firm's quality assurance/quality control program.

Tab 3 – Experience, Expertise, Personnel & Technical Resources (35 Points)

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the architectural services for a building of similar size and scope. (Limit response to one (1) page per project)
- For each project please provide:
 - a. Name and location of the project;
 - b. Size and cost of the project;
 - c. Project representative name, address, phone number, and email address;
 - d. Date project was completed or is anticipated to be completed; compare to the original date.
 - e. The nature of the firm's responsibility on the project;
 - f. Identify the key staff and their role in each project;
 - g. Identify working relationship of consultants or joint venture on project, if applicable;
 - h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
 - i. List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name and current position held by the person
 - b) Name, title and project assignment
 - c) Experience:
 - 1) Types of projects.
 - 2) Size of projects (dollar value of project).
 - 3) What were their specific project involvements?
- Demonstrate each key staff's availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff member)
- Identify sub consultants to be used, if any. For each sub consultant identified please provide
 - Their locations that can be utilized to expedite a deliverable if required.
 - A brief description of their experience outlining their qualifications to perform the intended services

- A brief resume for each key personnel that will be assigned to perform the intended services.

Tab 4 Is the Firm a “Polk County Entity”? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity, then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources to qualify for point allocation.
- Provide documentation of the Proposers’ headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Provide documentation of the sub-consultant’s headquarters and local offices, if any, and the amount of time the sub-consultant has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
 - The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 5 Is the Firm a “Certified Woman or Minority Business Enterprise” (5 Points)

- Polk County Board of County Commissioners has a long-standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company’s certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page)

- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business, then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County's certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
- If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
 - Valid W/MBE Certification from one of the following:
 - Florida Minority Supplier Development Council
 - Women Business Enterprise National Council
 - The State of Florida Office of Supplier Diversity
 - Florida Department of Transportation
 - U. S. Small Business Administration
 - Federal Aviation Authority
 - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6 – Interaction with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, stormwater management permitting, consultation, governing regulations; and other related activities. Describe the firm's ability to work with the County's Facilities Management Division, Roads & Drainage Division, Procurement Division, Building Division, Land Development Division, and County Attorney's Office staff in order to successfully fulfill the scope of service. Demonstrate the firm's

knowledge of permitting process, as well as local regulatory agencies, including, but not limited to SWFWMD and FDEP. (Limit response to one (1) page)

Tab 7 – Timely Completion of Projects (5 Points)

- Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. (Limit response to two (2) pages maximum)

Tab 8 – Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for all projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all three surveys and score as follows
 - Average Score between 9-10 10 Points
 - Average Score between 7-8 8 Points
 - Average Score between 5-6 6 Points
 - Average Score between 3-4 4 Points
 - Average Score between 1-2 2 Points
 - Average Score of 0 0 Points

BID OPENING

Proposers attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

Selection Process

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.
- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).
- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:
 - Local (Tab 4) 5 points
 - W/MBE Certification (Tab 5) 5 Points
 - Surveys of Past Performance (Tab 8) 10 points
 - Subtotal Points 20 points

by the process stated under each corresponding Tab description as set forth on Pages 9-11.

- 1) Each Selection Committee member shall score each Proposal on the following evaluation criteria:
 - Approach to Project (Tab 2) 35 Points
 - Experience, Expertise, (Tab 3) 35 Points
Personnel, and Technical Resources
 - Interaction w/ County & Regulatory (Tab 6) 5 points
Agencies
 - Timely Completion of Projects (Tab 7) 5 points
 - Subtotal Points 80 points

by the following process:

- 1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:
 - EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
 - VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.
 - GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.
 - FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.
The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an

adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee will elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee shall elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

The Selection Committee may be required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User Division, with the assistance of Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer(s) in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. 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 firm'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 firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability 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
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 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 and Products/Completed 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 coverages;

Independent Contractors; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent 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 or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

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.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBEs are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <http://www.polk-county.net/boccsite/doing-business/bids/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

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

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A copy of the Consulting Agreement to be entered into with the successful proposer(s) is included with this RFP as Attachment A.

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

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST

Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <http://www.polk-county.net/docs/default-source/procurement/protest-procedures.pdf?sfvrsn=2>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The Consultant 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 consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to

termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTORNEY'S FEES AND COSTS:

Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

PUBLIC RECORD LAWS

(a) The 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**

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included then Procurement will only use those identified under Tab 3.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (A&E Services for Hillsborough County Roads & Drainage Operations Facility), Etc.
COST OF SERVICES	Cost of services (\$250,000.00)
DATE COMPLETE	Date when the services were completed. (i.e. 12/31/2014)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 8
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT 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 CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

NONGOVERNMENTAL AGENCY

SIGNATURE

PRINT NAME

TITLE

DATE

ATTACHMENT A – Sample Architectural & Engineering Services Agreement

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County, a political subdivision of the State of Florida, 330 W. Church Street, Bartow, Florida 33830, hereinafter referred to as the “County”, and _____, located at _____, herein referred to as the “Consultant”, and whose Federal Identification Number is: _____.

WHEREAS, the County requires certain architectural and engineering services for the design and master plan for the Polk County Agricultural Center Complex Design and Master Plan. The first work phase will include the development of a master plan, design of the project based upon the master plan, develop a cost estimate for construction, bid the project and construction administration and close out documentation, all to be performed in Polk County for the construction of the new Polk County Agricultural Center Complex (the “Project”); and,

WHEREAS, the County has solicited for these professional services via RFP 24-642, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

WHEREAS, pursuant to the RFP, the County has selected the Consultant and the Consultant remains agreeable to providing the County the professional services described herein, and the Consultant represents that it is 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 parties hereby agree, as follows:

1.0 **Effective Date; Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the “Effective Date”).

1.2 The Agreement Term shall be from the Effective Date through completion of both parties’ obligations hereunder, unless otherwise sooner terminated as provided herein.

2.0 **Consultant Services - General**

The County does hereby retain the Consultant to furnish those services and to perform those tasks as set forth and described in (i) the County’s Request for Proposal RFP #23-132, to include all attachments and addenda, (ii) the Consultant’s responsive proposal thereto, and (iii) the Lawrence W. Crow Demolition and Sallyport Architectural and Engineering Design Services Scope of Work (collectively, (i) (ii), and (iii) are “RFP 23-132”), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit “A” and made a part of this Agreement, together with those services set forth and described on Exhibit B “Scope of Services” attached hereto and incorporated herein, and as may be otherwise set forth herein (collectively, the “Services”).

3.0 Project Administration Services

3.1 The Consultant shall manage the Consultant's services and administer the Project. The Consultant shall consult with the County, research applicable design criteria, attend Project meetings, and communicate with members of the Project Team and issue progress reports. The Consultant shall coordinate the Services provided by the Consultant and the Consultant's sub-consultants with those services provided by the County and the County's other Project consultants.

3.2 When Project requirements have been sufficiently identified, the County may require the Consultant to prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the County, design services furnished by the Consultant, completion of documentation provided by the Consultant, commencement of construction and Substantial Completion of the Project Improvements to be made based upon the final, approved Construction Documents.

3.3 When developing the design for the Project the Consultant shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics.

3.4 Upon request of the County, the Consultant shall make a presentation to explain the design of the Project to representatives of the County.

3.5 The Consultant shall submit design documents to the County at intervals appropriate to the design process for purposes of evaluation and approval by the County. The Consultant shall be entitled to rely on written approvals received from the County in the further development of the design.

3.6 The Consultant shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.7 EVALUATION OF BUDGET AND COST OF THE WORK.

3.7.1 When the Project requirements have been sufficiently identified, the Consultant shall prepare a preliminary estimate of the Cost of the Work (as the term is defined in Section 46.2, below). This estimate may be based on current area, volume or similar conceptual estimating techniques. The Consultant shall advise the County of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the estimate of the Cost of the Work exceeds the County's budget, the Consultant, at no additional charge, shall make appropriate recommendations to the County to adjust the Project's size, quality or budget, and the County shall cooperate with the Consultant in making such adjustments.

3.7.2 The Consultant's preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work represent the Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the methods available to the Consultant when determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant

cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Consultant.

3.7.3 In preparing estimates of the Cost of the Work, the Consultant shall be permitted to include contingencies and allowances for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents (as the term is defined in Section 46.1, below); to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the County's budget for the Cost of the Work.

3.7.4 If bidding or negotiation has not commenced within 90 days after the Consultant submits the Construction Documents to the County, the budget for the Cost of the Work shall be adjusted to reflect any changes in the general level of prices in the construction industry.

3.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, and the County elects to revise the Project scope to reduce the Cost of the Work, then the Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit as a condition of this Agreement.

4.0 Evaluation and Planning Services

4.1 The County may furnish a program setting forth the County's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements. The Consultant shall provide a preliminary evaluation of the information furnished by the County under this Agreement, including the County's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Consultant shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the County of any other information or consultant services that may be reasonably needed for the Project.

4.2 The Consultant shall provide a preliminary evaluation of the County's site for the Project based on the information provided by the County of site conditions, and the County's program, schedule and budget for the Cost of the Work.

5.0 Design Services

5.1 SCHEMATIC DESIGN DOCUMENTS

5.1.1 The Consultant shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these

media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5.2 DESIGN DEVELOPMENT DOCUMENTS

5.2.1 The Consultant shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

5.3 CONSTRUCTION DOCUMENTS

5.3.1 The Consultant shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

5.3.2 During the development of the Construction Documents, the Consultant shall assist the County in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the County and the Contractor; and (2) the Conditions (General, Supplementary and other Conditions) of the Contract (the "Construction Contract") for Construction of the Project. The Consultant also shall compile the Project Manual that includes the Conditions of the Construction Contract and Specifications and may include bidding requirements and sample forms.

5.3.3 Progress submittals of final design documents shall be delivered to the County for review and approval, at the 50% Construction Document Phase, the 100% Construction Documents to be submitted for permit, and the 100% Construction Documents, approved for construction for each subproject. Such submittals shall be reissued as necessary to secure approval. County comments shall be incorporated into the next design phase of the work. Consultant is entitled to rely upon County's approval that the design conforms to the program at each stage. The County and the Consultant agree that they shall not proceed to the next design phase, including the Construction Phase, until they have mutually agreed that the Project is feasible in accordance with the budget approved by the County.

6.0 Contract Administration Services

6.1 GENERAL ADMINISTRATION

6.1.1 The Consultant shall provide administration of the Construction Contract between the County and its selected contractor (the "Contractor") as set forth in that contract.

6.1.2 The Consultant's responsibility to provide the Contract Administration Services under this Agreement commences with the Notice to Proceed to the Contractor and terminates at the issuance to the County of the final Certificate for Payment. However, the Consultant may be entitled to a Change in Services in accordance with Section 47.2 if Contract Administration Services extend 60 days after the date of Final Completion of the Work.

6.1.3 The Consultant shall be a representative of, and shall advise and consult with, the County during the provision of the Contract Administration Services. The Consultant shall have authority to act on behalf of the County only to the extent provided in this Agreement unless otherwise modified by written amendment.

6.1.4 Duties, responsibilities and limitations of authority of the Consultant under this Section 6.0 shall not be restricted, modified or extended without written agreement of the County and Consultant.

6.1.5 The Consultant shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Consultant and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

6.1.6 When reasonably required by the County, the Consultant shall on the County's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

6.1.7 On receipt of written request from either the County or Contractor, the Consultant shall interpret and decide any disputed or unresolved matters between the County and Contractor concerning the requirements and performance of the Work pursuant to the Contract Documents. The Consultant's response to such requests shall be made in writing within any time limits stated in the Construction Contract or as agreed among the parties.

6.1.8 Interpretations and decisions of the Consultant with respect to the matters described in section 6.1.7, above, shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Consultant shall endeavor to secure faithful performance by both County and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith.

6.1.9 The Consultant shall render initial decisions on claims, disputes or other matters in question between the County and Consultant as provided in the Contract Documents. However, the County's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

6.2 EVALUATIONS OF THE WORK

6.2.1 The Consultant, as a representative of the County, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the County and the Consultant, (1) to become generally familiar with and to

keep the County informed in writing about the progress and quality of the portion of the Work completed, (2) to guard the County against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

6.2.2 The Consultant shall report to the County known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant shall be responsible for the Consultant's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Sub-contractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

6.2.3 The Consultant shall at all times have access to the Work wherever it is in preparation or progress.

6.2.4 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized in writing, the Consultant and Contractor shall communicate through the County. Communications by and with the Consultant's sub-consultants shall be through the Consultant. The Consultant shall respond to the County with the Consultant's written responses or correspondence within a reasonable length of time.

6.2.5 The Consultant shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant, with the County's approval, will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith, either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the Consultant to the Contractor, Sub-contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. If the Consultant requires inspection or testing of the Work without the County's prior approval and deems the Work acceptable, then the Consultant will be responsible for any compensation due the Contractor.

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

6.3.1 The Consultant shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Consultant's certification for payment shall constitute a representation to the County, based on the Consultant's evaluation of the Work as provided in Paragraph 6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the

point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Consultant.

6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections beyond those inspections required pursuant to this Agreement, to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub-contractors and material suppliers and other data requested by the County to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.3.3 The Consultant shall maintain a record of the Contractor's Applications for Payment.

6.4 SUBMITTALS

6.4.1 The Consultant shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the County, Contractor or separate contractor. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.4.2 The Consultant shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Consultant shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Consultant. The Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.5 CHANGES IN THE WORK

6.5.1 The Consultant shall prepare Construction Change Directives and assist the County with the preparation of change orders and allowance authorizations for the County's approval and execution in accordance with the Contract Documents. The Consultant may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. If necessary, the Consultant shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

6.5.2 The Consultant shall review properly prepared, timely requests by the County or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Consultant to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Consultant determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Consultant may issue an order for a minor change in the Work or recommend to the County that the requested change be denied.

6.5.3 If the Consultant determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Consultant shall make a recommendation to the County, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Consultant shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Consultant. With the County's approval, the Consultant shall incorporate those estimates into a Change Order or other appropriate documentation for the County's execution or negotiation with the Contractor.

6.5.4 The Consultant shall maintain records relative to changes in the Work.

6.6 PROJECT COMPLETION

6.6.1 The Consultant shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the County, for the County's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

6.6.2 The Consultant's inspection shall be conducted with the County's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Consultant of Work to be completed or corrected.

6.6.3 When the Work is found to be substantially complete, the Consultant shall inform the County about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.6.4 The Consultant shall receive from the Contractor and forward to the County: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the County against liens.

7.0 Facility Operation Services

7.1 The Consultant shall meet with the County or the County's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

7.2 Upon request of the County, and prior to the expiration of one year from the date of Substantial Completion, the Consultant shall conduct a meeting with the County and the County's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the County.

8.0 Additional Services

8.1 The Consultant shall perform the additional Services as set forth and further described on Exhibit "B".

8.2 The following minimum Design Services and Contract Administration Services shall be provided by the Consultant without a Change in Services in accordance with Section 47.2:

8.2.1 A reasonable number of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Consultant.

8.2.2 Up to two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

8.2.3 Up to two (2) inspections for any portion of the Work to determine final completion.

8.3 The following Design and Contract Administration Services may be provided by the Consultant as a Change in Services in accordance with Section 47.2:

8.3.1 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Services, with prior approval by County;

8.3.2 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;

8.3.3 Evaluation of substitutions proposed by the County's consultants or contractors and making subsequent revisions to the Instruments of Service (as described in Section 47.1, below), with prior approval by County.

8.3.4 Preparation of design and documentation for alternate bid or proposal requests proposed by the County after the Guaranteed Maximum Price for the Work is established.

8.3.5 Contract Administration Services provided 60 (sixty) days after the date of Final Completion of the Work, as may be requested by the County.

9.0 **Compensation**

9.1 In consideration for its providing the Services, the County shall pay Consultant the lump sum amount stated in Exhibit "C", "Compensation", which is attached hereto and made a part of this Agreement. Exhibit "C" identifies the Services by Task Item; the Consultant shall bill the County for all Services it performs by the applicable Task Item.

9.2 The Consultant shall invoice the County monthly for Services rendered as outlined in Exhibit "C". All such invoices shall be based upon the percentage of work completed for each Task Item, as set forth on Exhibit "C", for the preceding month. Each invoice shall include a description of work performed or milestone achieved. No invoices shall be issued or paid for services that have not been performed.

9.3 All invoices must reference this Agreement number, using an invoice form approved by the County Auditor.

9.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of a correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Facilities Management Division

Attention: Division Director

2160 Marshall Edwards Drive

Bartow, FL 33830

9.5 In order for both parties herein to close their books and records for the Project, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

9.6 Payment of the final invoice for the Project shall not constitute evidence of the County's acceptance of the Work or Services.

9.7 A contract amendment/change order may be executed by both parties, after Substantial Completion, to incorporate any additional design fees due to the Consultant. The amendment shall be based upon 5% of the additional cost of the Work that has been added to the Project where the Consultant participated in the design process.

9.8 If the Services of the Consultant are changed as described in Section 47.2.1 or 47.2.2, the Consultant's compensation may be adjusted. Such adjustment shall be computed as a lump sum on a task-by-task basis, or, in the discretion of the County, in an otherwise equitable manner.

9.9 An allowance is included for additional services in the amount set forth in Exhibit C. This allowance shall only be used at the direction of the County with approval of the Facilities Management Director. Any unused portion of the allowance shall be returned to the County following final completion.

9.10 Forty (40) calendar days shall be allowed for the County's inspection and approval of the goods and services for which any invoice has been submitted.

9.11 No deduction shall be made from the Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to the Contractors.

9.12 If any work designed or specified by the Consultant during any phase of service is abandoned or suspended in whole or in part, the Consultant is to be paid for the Services performed prior to receipt of written notice from the County of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three months.

10.0 Reimbursable Expense

10.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the negotiated Scope of Work (Exhibit A-iii) and in accordance with the County's Reimbursable Schedule that is attached hereto as Exhibit "C" 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. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services described in this Agreement.

10.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the Agreement, and include:

Overnight Deliveries

Reproduction

10.3 Mileage shall be reimbursed in accordance with Section 112.061, Florida Statutes, and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

10.4 Reimbursable Expenses, including those of the sub-consultants, shall be reimbursed at cost.

10.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes, and County policy.

10.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Facilities

Management Division offices upon demand termination of the Agreement or the conclusion of the project, whichever occurs first.

10.7 The County shall reimburse the Consultant for any documents required over and above the number specified in this Agreement per the County's Reimbursable Schedule that is attached hereto as Exhibit "D".

11.0 **Project Team**

11.1 No later than the date it selects the Contractor, the County shall identify the initial members of its Project Team which will include the County's Designated Representative and the Consultant's Designated Representative. If it had not done so prior to that date, the Consultant will identify to the County the Consultant's Designated Representative. The Consultant's Designated Representative shall be authorized to act on the Consultant's behalf with respect to the Project.

11.2 The County hereby authorizes the County's Facilities Management Director to act as the County's agent and execute documents associated with the Project. Examples of these documents are Notices of Commencements, Certificates of Substantial and Final Completion and applications for permits from applicable agencies.

11.3 If in addition to the County's Designated Representative, the County designates any other person or entity with the right or duty to review the Consultant's submittals to the County, then the County shall specifically identify each such person and entity in a written notice to the Consultant.

12.0 **Consultant's Standard of Care**

12.1 The Consultant's Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Within ten (10) days following issuance of the Notice to Proceed, the Consultant shall submit for the County's approval a schedule for the performance of the Consultant's Services. This schedule shall include allowances for periods of time required for the County's review, for the performance of the County's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The Consultant or County shall not, except for reasonable cause, exceed time limits established by this schedule approved by the County.

12.2 Intentionally Omitted.

12.3 The Consultant shall maintain the confidentiality of information specifically designated as confidential by the County, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding. The Consultant shall require of the Consultant's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the County.

12.4 Except with the County's knowledge and prior express written consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Project.

12.5 The Consultant shall review laws, codes and regulations applicable to the Consultant's services. The Consultant shall design the Project to conform to the requirements imposed by governmental authorities having jurisdiction over the Project.

12.6 The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the County. The Consultant shall provide prompt written notice to the County if the Consultant becomes aware of any errors, omissions or inconsistencies in such services or information.

12.7 The Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

12.8 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

12.9 The Consultant shall, at no additional cost to County, re-perform Services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

12.10 The Consultant shall use skilled and competent personnel to perform the Services.

13.0 **Insurance**

13.1 **General Provisions**

13.1.1 The Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the County with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the County.

13.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of the County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

13.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the County.

13.1.4 Any failure by the Consultant to comply with the requirements of this section to provide insurance, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance;

13.1.5 The County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to

do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

13.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

13.1.7 All Consultants' sub-consultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

13.1.8 In the event that sub-consultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the sub-consultants' insurance coverage.

13.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

13.2 Comprehensive Automobile Liability Insurance. \$1,000,000/\$1,000,000 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.

13.3 Commercial General Liability. \$1,000,000/\$2,000,000 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

13.3.1 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.

13.3.2 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)

13.3.3 Policy must include Separation of Insureds Clause.

13.4 Professional Liability Insurance. \$2,000,000/\$2,000,000 for design errors and omissions, exclusive of defense costs. The Consultant shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the project is completed.

13.6 Worker's Compensation. Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

13.7 Employers' Liability. \$1,000,000.

14.0 Indemnification

14.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the County and the Consultant agree to allocate such liabilities in accordance with this Section 14.0.

14.2 Indemnification.

14.2.1 The Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and expenses (including, without limitation, attorneys' fees and costs and expenses incurred during negotiation, through litigation and all appeals therefrom), and including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, which directly or indirectly arise in connection with or result from (i) the failure of the Consultant to comply with applicable laws, rules or regulations, (ii) the breach by the Consultant of its obligations under any agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the Consultant's performance or non-performance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct of the Consultant, its professional associates, sub-consultants, agents, and employees; provided, however, that the 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. The obligations imposed by this Section shall survive the expiration or earlier termination of this Agreement.

14.2.2 The County's review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

14.2.3 The Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of sub-consultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

14.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 14.0 shall survive as if the Agreement were in full force and effect.

15.0 Independent Contractor

15.1 The Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

15.2 The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance.

15.3 The Consultant shall work closely with the County in performing Services under this Agreement.

15.4 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the County in any manner.

15.5 The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16.0 **Authority to Practice**

16.1 The Consultant hereby represents and warrants that it 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.

17.0 **Compliance with Laws**

17.1 In performance of the Services, the Consultant will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

18.0 Subcontracting

18.1 The County reserves the right to accept the use of any proposed subcontractor or sub-consultant of the Consultant (for purposes of this Section 18.0 referred to as a “sub-consultant”), or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant.

18.2 If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new sub-consultant by the County. Failure of a sub-consultant to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

19.0 Federal and State Taxes

19.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County’s Tax Exemption Number in securing such materials.

20.0 Public Entity Crimes

20.1 The Contractor declares and warrants that neither the Contractor nor any of the Contractor’s affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

21.0 County’s Responsibilities

21.1 The County shall be responsible for providing access to all County project sites, and providing information in the County’s possession that may reasonably be required by Consultant, including existing reports, studies, financial information, and other required data that are available in the files of the County.

22.0 Termination of Agreement

22.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Consultant.

22.2 This Agreement may be terminated by the County, in whole or in part, at any time, for the County’s convenience with or without cause immediately upon written notice to the Consultant.

22.3 Unless the Consultant is in breach of this Agreement, subject to the cure period provided in Section 42.1 below, by delivering written notice to the Consultant.

22.4 After receipt of written notice of termination of this Agreement, and except as otherwise directed by the County, the Consultant shall:

22.4.1 Stop work on the date and to the extent specified.

22.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

22.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

22.4.4 Continue and complete all parts of the work that have not been terminated.

22.5 The Consultant shall be paid for Services actually rendered to the County's satisfaction through the date of termination.

23.0 **Uncontrollable Forces (Force Majeure)**

23.1 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. 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.

24.0 **Governing Law and Venue**

24.1 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 the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

25.0 **Non-Discrimination**

25.1 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.

26.0 Waiver

26.1 A waiver by either the County or the 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

27.0 Severability

27.1 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.

27.2 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.

27.3 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.

27.4 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.

28.0 Entirety of Agreement

28.1 The County and the Consultant agree that this Agreement sets forth the entire understanding between the parties as to the subject matter contained herein, and that there are no promises or understandings between the parties other than those stated herein.

28.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and the Consultant pertaining to the Services, whether written or oral.

29.0 Modification

29.1 This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the County and the Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

30.0 Successors and Assigns

30.1 The County and the Consultant each binds itself and its partners, successors, assigns, executors, administrators and legal representatives to the other

party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

30.2 The Consultant shall not assign this Agreement without the prior express written approval of the County by written executed Amendment by both parties, which approval may be withheld in the County's sole and absolute discretion.

30.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Agreement and such substitution shall be affirmed by the County by executed Amendment.

31.0 Contingent Fees

31.1 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 bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

32.0 Truth-In-Negotiation Certificate

32.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

32.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this Certificate within one (1) year following payment.

3.0 Ownership of Documents

33.1 The Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, drawings, or other information, except for the Instruments of Service, as defined in Section 47 herein, shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. The Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by the Consultant.

34.0 Access and Audits

34.1 The Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

34.2 Misrepresentations of billable time or Reimbursable Expenses as determined by the County Auditor to Polk County, a political subdivision of the State of Florida shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

34.3 Intentional misrepresentations of billable hours and Reimbursable Expenses will be criminally prosecuted to the fullest extent of the law.

34.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

35.0 Notice

35.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Polk County Procurement Division
P.O. Box 9005, Drawer AS05
Bartow, FL 33831-9005
Attn: Procurement Director

As to Consultant: _____

35.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Email is acceptable notice effective when received, however, Emails received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

35.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Consultant and the County.

36.0 Service of Process

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: _____

37.0 **Key Personnel**

37.1 The Consultant shall notify the County in the event of key personnel changes which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to any such changes. The Consultant, at the County's request, shall remove without consequence to the County any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. The County has the right to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name:

Name:

Name:

Name:

38.0 **Annual Appropriations**

38.1 The Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

39.0 **Liquidated Damages**

39.1 The parties hereto agree that in lieu of actual damages liquidated damages in the amount of One Hundred Dollars (\$100) per day will be assessed against the Consultant as the County's remedy and not as a penalty, for Consultant's failure to meet the final Design Services deliverable dates stated in the Project schedule described in Section 3.2, above, with such liquidated damages assessed only if the Consultant is not delayed by reasons beyond Consultant's reasonable control. The parties agree that such assessment of liquidated damages is reasonable and appropriate, as 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 Consultant's failure described above.

40.0 **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 consultant hereto, and any subconsultant thereof, must register with and use the E-Verify system to

verify the work authorization status of all new employees of the consultant or subconsultant. The consultant acknowledges and agrees that (i) the County and the consultant may not enter into this Agreement, and the consultant 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 consultant 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 subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The consultant 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 subconsultant 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 consultant, the consultant may not be awarded a public contract for a period of 1 year after the date of termination. The consultant 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.

41.0 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 AGREEMENT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

42.0 Default and Remedy

42.1 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.

43.0 Attorneys' Fees and Costs

43.1 Except as stated in Section 14.2.1, above, in connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

44.0 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 Consultants 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

45.0 Americans with Disabilities Act

45.1 The Consultant shall conform its Drawings and Specifications to the requirements of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), but County shall be responsible for compliance with the remaining provisions of the Americans with Disabilities Act ("ADA"). County and Consultant further recognize that interpretations of ADA by governmental officials and/or courts of law may vary or change. Should such variance or change adopted after the date the 100% Design Development are completed, require the Consultant to make the required modifications, such modifications shall be considered as Contingent Additional Services.

46.0 **Additional Definitions**

46.1 **Contract Documents** means this Agreement, the County's Construction Contract with the Contractor, the Plans, Specifications, General Conditions and related Construction Documents or any other documents incorporated by reference.

46.2 **Cost of the Work** shall be the total cost or, to the extent the Project is not completed, the estimated cost to the County of all elements of the Project designed or specified by the Consultant.

46.2.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the Consultant, including the costs of management or supervision of construction or installation provided by a separate construction manager/contractor or Consultant.

46.2.2 The Cost of the Work does not include the compensation of the Consultant and the Consultant's sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the County.

46.3 **Final Completion** means that the following items have been completed or satisfied:

46.3.1 Construction of the Work is completed, in accordance with the Contract Documents and certified as such by the County and Consultant.

46.3.2 The Project is suitable for full use and occupancy as determined by the County and Consultant.

46.3.3 All Punch list items have been completed or otherwise disposed of or accounted for to the County's satisfaction and approval.

46.3.4 A final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

46.3.5 All required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, warranties and maintenance books including the Final Completion form have been delivered to the County.

46.4 **Punch list** means a list of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance.

46.5 **Schedule of Values** means the schedule to be used as a basis for progress payments to be made to the Contractor by the County during performance of the work, based on the then current percentage of progress of construction of the Project, subject to the approval of the Consultant.

46.6 **Substantial Completion** means the Contractor has ascertained that the Work or portions thereof is ready for the Consultant and Consultant substantial completion inspection. It is understood that the Construction Manager/Contractor will provide a list of incomplete items to the County and Consultant prior to this inspection. After the County's and Consultant's inspection, the Contractor will prepare a schedule for

a completion of the list, indicating completion dates for the County's review. The County and Consultant will issue a Certificate of Substantial Completion when the work on the Contractor's pre-substantial punch-list has been accomplished, to the best of the Contractor's ability.

46.7 Substantial Completion Date means the date, certified by the Consultant, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the County can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use.

47.0 Additional Terms and Conditions

47.1 INSTRUMENTS OF SERVICE

47.1.1 Original drawings, specifications and other documents, including those in electronic form (but not including functionally required elements of a building, standard configuration of spaces, and other standard, functional design elements not subject to copyright protection) prepared by the Consultant and the Consultant's sub-consultants are Instruments of Service for use solely with respect to this Project. The Consultant and the Consultant's sub-consultants shall be deemed the authors of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

47.1.2 Upon execution of this Agreement, the Consultant grants to the County a nonexclusive license to reproduce the Consultant's Instrument of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the County shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The Consultant shall obtain similar nonexclusive licenses from the Consultant's sub-consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate the license. Upon such termination, the County shall refrain from making further reproductions of Instrument of Service. If and upon the date the Consultant is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the County to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

47.1.3 Except for the licenses granted in Section 47.1.2, no other license or right shall be deemed granted or implied under this Agreement. The County shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. However, the County shall be permitted to authorize the Contractor, Subcontractors, and sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service to and for use in their execution of the Work by license granted in Section 47.1.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and the

Consultant's sub-consultants. The County agrees to pay the Consultant a reasonable, mutually agreed upon amount for any reuse of the Instruments of Service beyond this Agreement. The County shall not be responsible to pay the Consultant for the use of the designs, Drawings or Specifications when used for reference purposes only.

47.1.4 If the Consultant is required to deliver any Services hereunder in the form of electronic encoded media, the printed representation of such media furnished by the Consultant shall be the official records of the Consultant's service provided upon completion of those Services and payment in full. The County shall have a right to rely on such printed representation in connection with any subsequent modification of such electronic media and agrees to hold the Consultant harmless from all cost and expense, including attorney's fees, from claims which arise out of modification or re-use of such electronic media or printed representation by or on behalf of the County without the Consultant's consent. Under no circumstances shall transfer of Drawings and other Instruments of Service on electronic media for use by the County, be deemed a sale by the Consultant, and the Consultant makes no warranties of merchantability or fitness for a particular purpose.

47.2 CHANGE IN SERVICES

47.2.1 Change in Services of the Consultant, including services required of the Consultant's sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, and if the Consultant's Services are affected as described in Section 47.2.2. Except for a change due to fault of the Consultant, Change in Services of the Consultant shall entitle the Consultant to an adjustment in compensation pursuant to Section 9.8, and to any Reimbursable Expenses described in Section 10.0.

47.2.2 If any of the following circumstances affect the Consultant's Services for the Project, the Consultant shall be entitled to an appropriate adjustment in the Consultant's schedule and compensation:

47.2.2.1 Change in the instructions or approvals given by the County that constitute material changes to the Project parameters set forth above and which necessitate revisions in Instruments of Service;

47.2.2.2 Enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to previously prepared Instruments of Service;

47.2.2.3 Significant change in the Project including, but not limited to, size, quality, complexity, the County's schedule or budget, or procurement method; or

47.2.2.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Consultant is party thereto.

47.3 ACCELERATED COMPLETION OF DESIGN PACKAGES. In order to minimize construction problems and change orders, the Consultant's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes

prior to bidding and entering into firm construction contracts. However, County may choose to accelerate the completion of the Project so that it may be completed in a shorter time period than would normally be required. Should the County choose to make this selection, it shall not be considered Fast Track, or in any way relieve the Consultant of its responsibilities and obligations set forth herein.

48.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the

Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

49.0 Unauthorized Alien(s)

49.1 The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services. 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. The Form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the Consultant and submitted as part of this Agreement.

50.0 No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT 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 BUTTERFIELD
CLERK OF THE BOARD

POLK COUNTY,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Chairman, T.R. Wilson
Board of County Commissioners

Date Approved by Board: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

ATTEST:

Consultants Name

Corporate Secretary

By: _____

Print Name

Print Name

Title

Date: _____

Date: _____

December 31, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

24-699, Architectural and Engineering Services Roads & Drainage Division Mulberry Roadway Maintenance Facility

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension, Questions and answers.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 15, 2025, prior to 2:00 p.m.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

**RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division
Mulberry Roadway Maintenance Facility**

Addendum #1

Question 1: Can you confirm we have additional business days after the January 8th proposal deadline to receive the Survey Questionnaire back from previous clients?

Answer 1: Proposers do not receive additional business days to submit their proposals. If a Survey Questionnaire is missing or missing information Procurement will contact proposer and allow up to 3 business days for appropriate information to be submitted.

Question 2: What Tab should Submittal Documents and Signed Addendums be put under?

Answer 2: Please place these items in "Tab 1, Executive Summary," after item "e."

Question 3: When will the Pre-Submittal sign-in sheet be dispersed?

Answer 3: Yes, attendance can be found on the RFP Webpage:

<https://www.polk-county.net/bid-form/rfp-24-642/>

Question 4: All on the Pre-Submittal meeting sign-in sheet will receive Addenda?

Answer 4: Yes, all proposers that provided an email address on the pre-proposal meeting sign-in sheet were added to the registration list for addenda notifications.

Additionally, all addendums are posted on the RFP webpage: <https://www.polk-county.net/bid-form/rfp-24-642/>.

Question 5: Currently, the County has multiple A/E RFP's open that take this approach, and it appears that these forms are identical for each RFP beyond the County's RFP title. Our clients have found the repetitive process of us asking them to complete the same survey for Polk County for the same project frustrating.

- 1) Can the County please allow us to submit Polk County Survey Questionnaires that were solicited and completed by our clients for previous Polk County RFP's? For example, if we have a survey for a project that we submitted last month with RFP 24-643 (or any previous Polk County RFP), can we submit the same form for RFP 24-642 (assuming we're using the same past project as a reference for both RFP's)?
- 2) In the future, can Polk County please standardize this form so that they can be completed one time by our clients for completed projects?

**RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division
Mulberry Roadway Maintenance Facility**

Addendum #1

- Answer 5:** 1) Yes, surveys from prior RFP submittals may be used if they meet the following criteria.
- i. The survey questions are the same
 - ii. The scope of work of the prior RFP survey you are submitting is similar to the scope of the work of this RFP.
 - iii. The survey submitted is for one of the projects identified under Tab 3.
 - iv. If submitting a survey from a prior RFP, please manually strike through the RFP number and name on the top of the survey and write in the appropriate RFP number and name that matches the RFP you are submitting a proposal for.
- 2) Process is being reviewed.

Question 6: As written in the Sample Services Agreement, in Section 14.2.1, the indemnification provision is not in compliance with F.S. 725.08 for design professionals in a professional services contract with a public agency. Would the County replace Section 14.2.1 and insert the following (shown below), which is F.S. 725.08 compliant for a professional services contract?

“the Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, in the performance of the Agreement.”

Answer 6: Changes to the agreement will be during negotiations with the awarded architectural firm.

Question 7: Tab 4 allocates one point for each sub-consultant firm that is a Polk County Entity. If one Polk County Entity firm provides several different roles for this project, can that firm earn more than one point?

Answer 7: No, one point will be allocated for each sub-consultant meeting Polk County Entity requirements. Please see Proposal Package, Tab 4 (page 9):
*If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work, then **the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points.***

**RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division
Mulberry Roadway Maintenance Facility**

Addendum #1

Question 8: Tab 4 requires documentation of sub-consultant headquarters and local offices.

1) Can this documentation simply be their address? 2) If not, what is the County requiring as documentation?

Answer 8: 1) No, just listing an address is not considered documentation.

2) Please see highlighted section below, from Proposal Package, Tab 4 (page 9) :

- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
 - The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. **This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County.** The County shall have the right, but not the obligation, to verify the foregoing requirements.

Question 9: The last sub-bullet of Tab 3 requires a brief resume for each key personnel, but the fourth bullet also asks for resumes. 1) Will the resumes for the fourth bullet fulfill the requirements of the last sub-bullet? 2) If not, what is the expected difference between the resumes of the fourth bullet and the resumes of the last sub-bullet?

Answer 9: 1) No.

2) Tab 3 – Bullet 4 is asking for resumes of key staff presented in the consultant’s response who will be utilized to work on this contract. Tab 3 – Bullet 6 is asking for resumes of any subconsultant staff that will be assigned to perform any subconsultant work, if any is identified.

Question 10: Page 23 is a form for Proposers Incorporation Information. Where in our submittal should this form be placed?

Answer 10: Please see answer to Question #2 above.

Question 11: Page 27 is a form for Affidavit Certification Immigration Laws. Where in our submittal should this form be placed?

Answer 11: Please see answer to Question #2 above.

**RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division
Mulberry Roadway Maintenance Facility**

Addendum #1

Question 12: Page 28 is a form for Affidavit Regarding the Use of Coercion for Labor or Services. Where in our submittal should this form be placed?

Answer 12: Please see answer to Question #2 above.

Question 13: Is CMHM Architects precluded from submitting on RFP 24-699?

Answer 13: No, the Feasibility Study CMHM Architects performed was provided to all Proposers on the FTP Site. CMHM Architects does not have any additional information, all available information has been provided to all proposers.

Question 14: Would a Service-Disabled Veteran-Owned Small Business count towards the points in Tab 5?

Answer 14: No.

Question 15: What is the anticipated budget for this project?

Answer 15: Total Estimated Budget: \$7,882,663.00, breakdown can be found on page 126 of the Feasibility Study located on the FTP Site.

Question 16: What is the anticipated completion date for this project?

Answer 16: Anticipated project timeline and schedule breakdown can be found on page 127 of the Feasibility Study located on the FTP Site.

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: The Lunz Group

DBA/Fictitious Name (if applicable): _____

TIN #: 87-4155040

Address: 58 Lake Morton Drive

City: Lakeland

State: FL

Zip Code: 33801

County: Polk

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Bradley Lunz

Phone Number: 863-682-1882

Cell Phone Number: 863-682-1882

Email Address: marketing@lunz.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☒ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Florida

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

PREPARED FOR
POLK COUNTY

ARCHITECTURAL & ENGINEERING SERVICES FOR ROADS &
DRAINAGE DIVISION MULBERRY ROADWAY MAINTENANCE
FACILITY

RFP 24-699



PREPARED BY

**THE
LUNZ
GROUP**
Architecture | Interior Design

COVER LETTER

January 13, 2025
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830

RE: RFP 24-642 Architectural & Engineering Services for the Polk County Agricultural Center Complex

Dear Selection Committee,

The Lunz Group is excited to collaborate with Polk County to provide Architectural and Engineering Services for RFP 24-699 Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility. In understanding how we can best serve Polk County, we have assembled a team that brings intimate knowledge and expertise.

WHO WE ARE | The Lunz Group is a full-service architectural firm. We have a vested interest in building a better community starting with the built environment. We are passionate about seeing our community flourish, and we hope to provide you with design solutions that best fit your needs. We continue to grow and innovate by creating a distinct, client-centered experience, focused on delivering the best of our institution's talents, solutions and processes. Our firm is comprised of more than 24 experienced personnel, including licensed architects, project managers, designers, and an administrative team. Polk County has been our home base for more than 37 years, and we look forward to continuing to serve our community.

OUR PHILOSOPHY | At The Lunz Group, we approach every project the same way: by listening. We listen to your vision, goals, and challenges. We ask the pivotal questions to ensure your investment meets you at a higher value. We recognize values beyond the mere built environment, emphasizing the importance of your vision. Prior to the design process, we work closely with you to identify and address any anticipated or existing obstacles. The Lunz Group is comprised of design thinkers; we integrate our passion and technical expertise in everything we do. Our team focuses on innovative problem-solving by leveraging technology and providing a human-centered design approach. We provide full-service design, documentation, and quality control services driven by our unwavering commitment to our work and our clients. Our success is defined by exceeding our client's expectations, delivering designs that create solutions and buildings that last beyond our lifetime.

OUR COMMITMENT TO THIS PROJECT | Through our method of approach and best practices, The Lunz Group is positively committed to perform the services on a consistent and timely basis. We believe our team is not solely us - it also includes Polk County staff, key stakeholders, and our community. We have intentionally crafted a team of experts that are familiar with Polk County and have similar project experience, including: **Chastain Skillman | DCCM, Dirt, Blue Cord, Fullone Structural Group, and SGM Engineering.**

We do not foresee any potential conflicts of interest for these projects. We acknowledge Addenda 1. Thank you for considering The Lunz Group, and we are committed to perform the specified work and look forward to the opportunity to be a part of your team once again.

Sincerely,



Bradley T. Lunz, AIA, NCARB
President & CEO, The Lunz Group

VISION

Cultivating our communities.

MISSION

Building relationships through design.

TABLE OF CONTENTS

05	TAB 1	EXECUTIVE SUMMARY
19	TAB 2	APPROACH TO PROJECT
23	TAB 3	EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES
45	TAB 4	IS THE FIRM A “POLK COUNTY ENTITY”?
47	TAB 5	IS THE FIRM A “CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE”
49	TAB 6	INTERACTION WITH COUNTY AND REGULATORY AGENCY STAFF
51	TAB 7	TIMELY COMPLETION OF PROJECTS
53	TAB 8	SURVEYS OF PAST PERFORMANCE



POLK COUNTY SHERIFF'S OFFICE
Ridge District Station at Poinciana

TAB 1

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

WE ARE THE LUNZ GROUP.

The Lunz Group is a client-oriented, Florida based, award-winning architectural firm. At The Lunz Group, we approach every design as a collaborative experience where we listen to your vision and project goals. Our team of architects, designers and planners are in sync with the evolving demands of a modern civic work environment where municipalities want to develop state-of-the-art facilities while still meeting budgetary requirements.

Our municipal team has experience dealing with a multitude of public and civic projects, from fire and police stations, to administrative facilities, parks and recreation and more. Our designers are experienced with nearly every project type including interior/exterior renovations, code compliance, new construction, building assessments, studies, visualizations, and rehabilitation needs that enhance the quality of life for the community. The Lunz Group has partnered with Polk County on various projects throughout the last three decades, including projects such as fire stations, administrative department facilities, training centers, recreation projects, and more.

170⁺

PROJECTS
COMPLETED IN
POLK COUNTY

37

YEARS IN
BUSINESS

90%

OF OUR SERVICES
PROVIDED TO
REPEAT CLIENTS



OUR PROFESSIONAL SERVICES

- ARCHITECTURAL DESIGN
- SCHEMATIC DESIGN
- BID & CONTRACT DOCUMENTS
- MASTER PLANNING
- SPACE PLANNING
- ANIMATION
- SITE ANALYSIS
- INSPECTIONS & PERMITTING
- PROGRAMMING
- PROGRAM MANAGEMENT
- CONSTRUCTION ADMINISTRATION
- VALUE ENGINEERING
- HISTORIC PRESERVATION
- GRAPHICS
- BUILDING COMMISSIONING
- INTERIOR DESIGN
- VISUALIZATION

EXECUTIVE SUMMARY

FIRM OVERVIEW

THE LUNZ GROUP.

PRIMARY CONTACT

Bradley T. Lunz, AIA, NCARB
President & CEO, The Lunz Group
58 Lake Morton Drive
Lakeland, FL 33801
marketing@lunz.com
863-682-1882
www.lunz.com

OFFICE LOCATIONS

Headquarters/Proposing Office - Lakeland, FL
58 Lake Morton Drive, Lakeland, FL 33801

Branch Office - Celebration, FL
615 Celebration Avenue, Kissimmee, FL 34747

PERSONNEL RESOURCES

24 total employees, of which includes:

- Six (6) Licensed Architects
- Eleven (11) Designers
- Two (2) Project Managers
- Five (5) Administrative Staff
- One (1) Green Globes Professional
- One (1) Registered Residential Contractor

FIRM INFORMATION

The Lunz Group LLC

Parent Company | S Corp.
Little Blue Heron Holdings, Inc.

Incorporated in Florida, 1987 | 37 Years in Business

State of Florida Department of State

I certify from the records of this office that THE LUNZ GROUP, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 12, 2022, effective November 5, 1987.

The document number of this limited liability company is L22000015399.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024 and that its status is active.



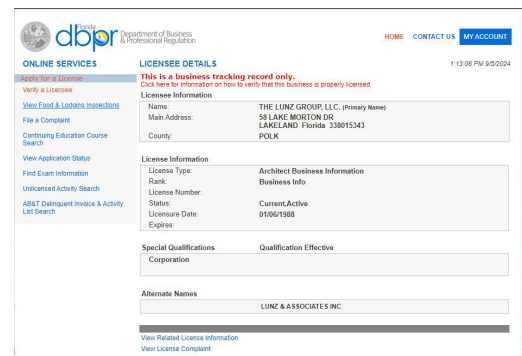
Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of October,
2024


Secretary of State

Tracking Number: 8783141720CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



ONLINE SERVICES

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View Application Status
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ASAT Delinquent Invoice & Activity List Search

LICENSEE DETAILS

This is a business tracking record only. Click here for information on how to verify that the business is properly licensed.

Licensee Information

Name: THE LUNZ GROUP, LLC (Primary Name)
Main Address: 58 LAKE MORTON DR, LAKELAND, Florida 338015343
County: POLK

License Information

License Type: Architect Business Information
Rank: Business Info
License Number: Current/Active
Status: 01/06/1987
Expires: 01/06/1987

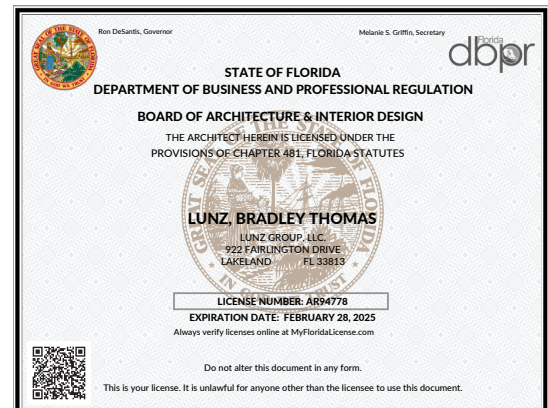
Special Qualifications

Qualification Effective
Corporation

Alternate Names

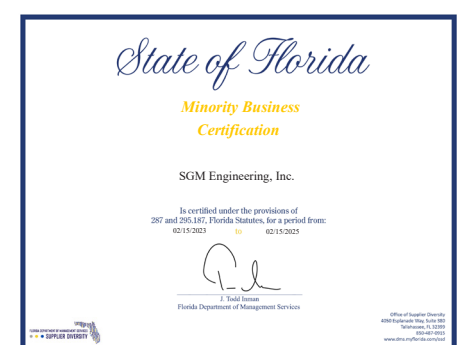
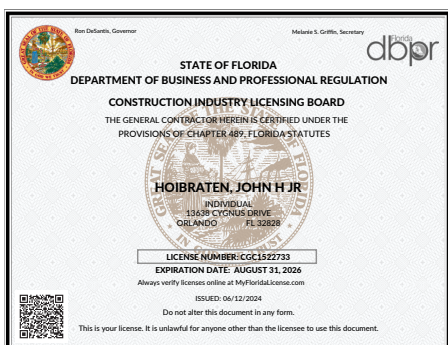
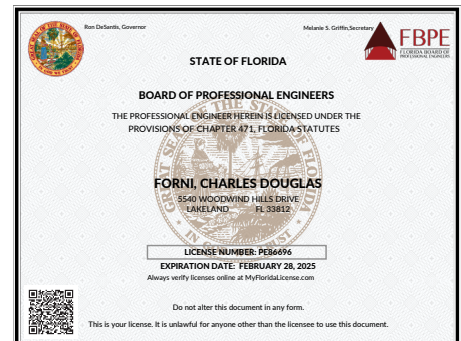
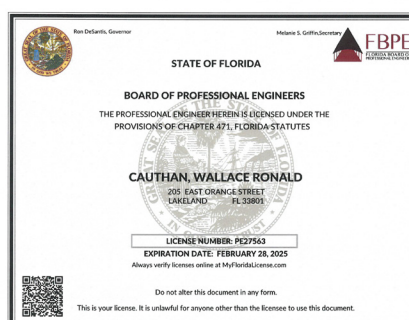
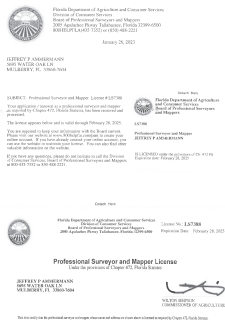
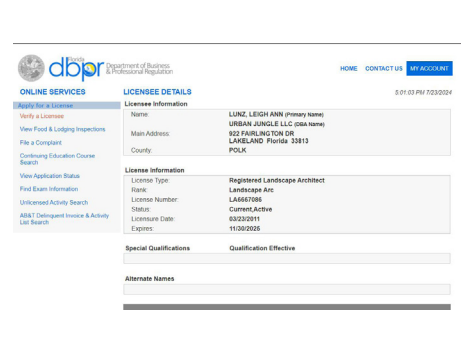
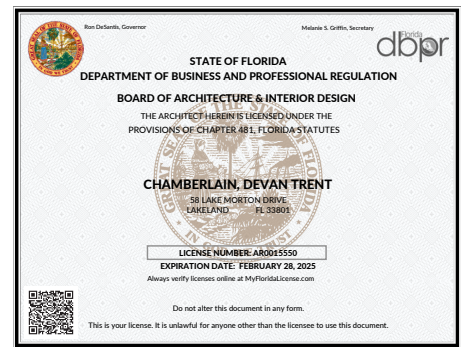
LUNZ & ASSOCIATES INC

View Related License Information
View License Complaint



EXECUTIVE SUMMARY

TEAM LICENSES + CERTIFICATIONS



EXECUTIVE SUMMARY

TEAM LICENSES + CERTIFICATIONS CONTINUED

LEED AP

BD+C

1066827-AP-BD+C

27 JUL 2012

25 AUG 2024


GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT

Bobby Shahnam

HAS ATTAINED THE DESIGNATION OF

LEED AP® Building Design + Construction

By demonstrating the knowledge and understanding of green building practices and principles needed to support the use of the LEED® green building program.



APR 15 2014
GREEN BUSINESS CERTIFICATION INC.

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SHAHNAMI, BOBAK

9329 SW 141ST

MIAMI FL 33176

LICENSE NUMBER: PE78419

EXPIRATION DATE: FEBRUARY 28, 2025

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acg

Accredited Commissioning Authority

acg hereby certifies that

Bobby Shahnam, CxA

SGM Engineering, Inc.

has met all prerequisites demonstrating independent and the technical, management, and communications skills required to implement the commissioning process in new and existing buildings, and passed the necessary examination to be awarded this certificate in recognition of their qualifications as an ACG.

Certified Commissioning Authority

Registration number: 415-008 This certificate valid effective 1/1/2024 and expiring on 12/31/2024 is renewable on an annual basis upon meeting all requirements noted in the CxA Candidate Handbook





STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MUNDELL, JUSTIN LOWE

9232 PALOS VERDE DRIVE

ORLANDO FL 32825

LICENSE NUMBER: PE20700

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com

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Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®

IS AWARDED TO

Justin Mundell

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 2298867

Registration Start Date: 01-01-2023

Registration End Date: 12-31-2025





Carol E. Oliver

Carol E. Oliver, RCDD, LEED, CDS

BICSI Board President

John A. Daniels, CMR, DAB, DABE, FIBMS

BICSI Chief Executive Officer

U.S. Green Building Council

SGM Engineering

MEMBER SINCE 2008

THE U.S. GREEN BUILDING COUNCIL IS THE NATION'S FOREMOST COALITION OF LEADERS WORKING TO TRANSFORM THE WAY BUILDINGS AND COMMUNITIES ARE DESIGNED, BUILT AND OPERATED. BUILDING IS INHERENTLY AND DIGITALLY SUSTAINABLE. HEALTHY AND PROSPEROUS ENVIRONMENT THAT IMPROVES THE QUALITY OF LIFE.



Robert A. Horn

Robert A. Horn, LEED AP, FIBMS

BICSI Chief Executive Officer

dbpr

Department of Business & Professional Regulation

HOME

CONTACT US

MY ACCOUNT

10:57:21 AM 10/16/2024

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LICENSEE DETAILS

Licenses Information

Name

2253 CENTRAL AVENUE

#195

ST. PETERSBURG Florida 33713

PINELLAS

County

2253 CENTRAL AVENUE

#195

ST. PETERSBURG FL 33713

PINELLAS

Licenses Information

Licenses Type

Professional Engineer

Rank

Prof Engineer

Licenses Number

67563

Status

Current/Active

Licenses Date

05/17/2008

Expires

05/28/2025

Special Qualifications

Civil

09/07/2007

Special Inspector

10/16/2013

Advanced Building Code

12/27/2018

Course Credit

7th Edition, Florida Building Code

01/07/2022

POLK COUNTY
RFQ 24-699 | A&E SERVICES FOR THE ROADS & DRAINAGE DIVISION MULBERRY ROADWAY MAINTENANCE FACILITY

627

REQUIRED FORMS

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT 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 CONSULTANT 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: The Lunz Group

Signature: _____

Title: Bradley T. Lunz, President and CEO

Date: December 24, 2024

State of: Florida

County of: Polk

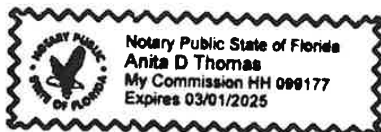
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of December, 2024 by Bradley T. Lunz (name) as President/CEO (title of officer) of The Lunz Group (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Anita D. Thomas

Printed Name of Notary Public: Anita D. Thomas

Notary Commission Number and Expiration: 3/1/2025

(AFFIX NOTARY SEAL)



REQUIRED FORMS

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Bradley T. Lunz, President and CEO (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

The Lunz Group

NONGOVERNMENTAL AGENCY

SIGNATURE

Bradley T. Lunz

PRINT NAME

President and CEO

TITLE

December 23, 2024

DATE

REQUIRED FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2024

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

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

PRODUCER Heacock Insurance Group, LLC 100 East Main St Lakeland FL 33801		CONTACT NAME: Miranda Bramblett PHONE (A/C, No, Ext): 863-683-2228 FAX (A/C, No): 863-683-3309 E-MAIL ADDRESS: mbramblett@heacock.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Insurance Co.	
		INSURER B: XL SPECIALTY INS CO	
		INSURER C: Bridgefield Casualty Ins.	
		INSURER D: Travelers Property Casualty Company of America	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 151919366 **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
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			660-6Y826558	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BA6Y83341A	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			Umbrella	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	196-43009	4/20/2024	4/20/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Prof D&O/Crime Prof E&O			PHSD1813869-007 DPR5033456	8/1/2024 9/15/2024	8/1/2025 9/15/2025	Aggregate/Limit Aggregate/Claim 1,000,000/1,000,000 5,000,000/5,000,000

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

Professional E&O policy is written by:
 Poole Professional B&B of MA
 107 Audubon Rd, #2, Ste 305
 Wakefield, MA 01880
 Cameron W. Poole

CERTIFICATE HOLDER "For Proposals Only"	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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ACORD 25 (2016/03)

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REQUIRED FORMS

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.

<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>LITTLE BLUE HERON HOLDINGS INC</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>THE LUNZ GROUP LLC</p> <p>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.</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ► _____ </div> <div> <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>58 LAKE MORTON DRIVE</p> <p>6 City, state, and ZIP code</p> <p>LAKELAND, FL 33801-5344</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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									
8	7		4	1	5	5	0	4	0

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► *Jace C. Meyer*

Date ► December 23, 2024

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.

EXECUTIVE SUMMARY

December 31, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

24-699, Architectural and Engineering Services Roads & Drainage Division Mulberry Roadway Maintenance Facility

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension, Questions and answers.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 15, 2025, prior to 2:00 p.m.

Tabatha Shirah

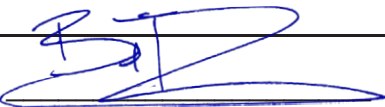
Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:



Printed Name: Bradley T. Lunz

Title: President and CEO

Company: The Lunz Group

EXECUTIVE SUMMARY

RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

Addendum #1

Question 1: Can you confirm we have additional business days after the January 8th proposal deadline to receive the Survey Questionnaire back from previous clients?

Answer 1: Proposers do not receive additional business days to submit their proposals. If a Survey Questionnaire is missing or missing information Procurement will contact proposer and allow up to 3 business days for appropriate information to be submitted.

Question 2: What Tab should Submittal Documents and Signed Addendums be put under?

Answer 2: Please place these items in "Tab 1, Executive Summary," after item "e."

Question 3: When will the Pre-Submittal sign-in sheet be dispersed?

Answer 3: Yes, attendance can be found on the RFP Webpage:

<https://www.polk-county.net/bid-form/rfp-24-642/>

Question 4: All on the Pre-Submittal meeting sign-in sheet will receive Addenda?

Answer 4: Yes, all proposers that provided an email address on the pre-proposal meeting sign-in sheet were added to the registration list for addenda notifications.

Additionally, all addendums are posted on the RFP webpage: <https://www.polk-county.net/bid-form/rfp-24-642/>.

Question 5: Currently, the County has multiple A/E RFP's open that take this approach, and it appears that these forms are identical for each RFP beyond the County's RFP title. Our clients have found the repetitive process of us asking them to complete the same survey for Polk County for the same project frustrating.

- 1) Can the County please allow us to submit Polk County Survey Questionnaires that were solicited and completed by our clients for previous Polk County RFP's? For example, if we have a survey for a project that we submitted last month with RFP 24-643 (or any previous Polk County RFP), can we submit the same form for RFP 24-642 (assuming we're using the same past project as a reference for both RFP's)?
- 2) In the future, can Polk County please standardize this form so that they can be completed one time by our clients for completed projects?

EXECUTIVE SUMMARY

RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

Addendum #1

- Answer 5:** 1) Yes, surveys from prior RFP submittals may be used if they meet the following criteria.
- i. The survey questions are the same
 - ii. The scope of work of the prior RFP survey you are submitting is similar to the scope of the work of this RFP.
 - iii. The survey submitted is for one of the projects identified under Tab 3.
 - iv. If submitting a survey from a prior RFP, please manually strike through the RFP number and name on the top of the survey and write in the appropriate RFP number and name that matches the RFP you are submitting a proposal for.
- 2) Process is being reviewed.

Question 6: As written in the Sample Services Agreement, in Section 14.2.1, the indemnification provision is not in compliance with F.S. 725.08 for design professionals in a professional services contract with a public agency. Would the County replace Section 14.2.1 and insert the following (shown below), which is F.S. 725.08 compliant for a professional services contract?

“the Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, in the performance of the Agreement.”

Answer 6: Changes to the agreement will be during negotiations with the awarded architectural firm.

Question 7: Tab 4 allocates one point for each sub-consultant firm that is a Polk County Entity. If one Polk County Entity firm provides several different roles for this project, can that firm earn more than one point?

Answer 7: No, one point will be allocated for each sub-consultant meeting Polk County Entity requirements. Please see Proposal Package, Tab 4 (page 9):
*If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work, then **the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points.***

EXECUTIVE SUMMARY

RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

Addendum #1

Question 8: Tab 4 requires documentation of sub-consultant headquarters and local offices.

1) Can this documentation simply be their address? 2) If not, what is the County requiring as documentation?

Answer 8: 1) No, just listing an address is not considered documentation.

2) Please see highlighted section below, from Proposal Package, Tab 4 (page 9) :

- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
 - The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. **This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County.** The County shall have the right, but not the obligation, to verify the foregoing requirements.

Question 9: The last sub-bullet of Tab 3 requires a brief resume for each key personnel, but the fourth bullet also asks for resumes. 1) Will the resumes for the fourth bullet fulfill the requirements of the last sub-bullet? 2) If not, what is the expected difference between the resumes of the fourth bullet and the resumes of the last sub-bullet?

Answer 9: 1) No.

2) Tab 3 – Bullet 4 is asking for resumes of key staff presented in the consultant’s response who will be utilized to work on this contract. Tab 3 – Bullet 6 is asking for resumes of any subconsultant staff that will be assigned to perform any subconsultant work, if any is identified.

Question 10: Page 23 is a form for Proposers Incorporation Information. Where in our submittal should this form be placed?

Answer 10: Please see answer to Question #2 above.

Question 11: Page 27 is a form for Affidavit Certification Immigration Laws. Where in our submittal should this form be placed?

Answer 11: Please see answer to Question #2 above.

EXECUTIVE SUMMARY

RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

Addendum #1

Question 12: Page 28 is a form for Affidavit Regarding the Use of Coercion for Labor or Services. Where in our submittal should this form be placed?

Answer 12: Please see answer to Question #2 above.

Question 13: Is CMHM Architects precluded from submitting on RFP 24-699?

Answer 13: No, the Feasibility Study CMHM Architects performed was provided to all Proposers on the FTP Site. CMHM Architects does not have any additional information, all available information has been provided to all proposers.

Question 14: Would a Service-Disabled Veteran-Owned Small Business count towards the points in Tab 5?

Answer 14: No.

Question 15: What is the anticipated budget for this project?

Answer 15: Total Estimated Budget: \$7,882,663.00, breakdown can be found on page 126 of the Feasibility Study located on the FTP Site.

Question 16: What is the anticipated completion date for this project?

Answer 16: Anticipated project timeline and schedule breakdown can be found on page 127 of the Feasibility Study located on the FTP Site.



TAB 2

APPROACH TO PROJECT

APPROACH TO PROJECT

PROJECT UNDERSTANDING | It is our understanding that Polk County is seeking professional architectural and engineering services to design and construct a new roadway maintenance facility replacing the existing aging building structures with an office, fleet, and equipment storage buildings. The new facility will be located at 3000 Sheffield Road in Winter Haven and will take approximately +/- 30 months for design and construction, based on the feasibility study previously conducted.

OUR APPROACH | The Lunz Group and its consultants are very familiar with Polk County's processes, project approach, and best practices. Our longstanding relationship with the Polk County team and range of projects positions us to be the top choice for this new facility. We intentionally selected our team of qualified, experienced subconsultants to form a strong project team. Our approach begins with conducting thorough due diligence in the pre-design phase, which entails an in-depth code and site investigation to ensure a solid foundation for the project.

Collaboration is one of our core values and a key component of our process. We will engage with all stakeholders during the programming phase to ensure we understand and incorporate their needs for this project. Our BIM management system enables clear and effective communication between our consultants and the Polk County team, ensuring that the documentation remains clear and accurate from Schematic Design (SD) through Construction Documents (CD). Finally, throughout the Construction Administration phase, our experienced team and Project Manager will provide ongoing administration, from pre-bid through to close-out, ensuring that the project is built efficiently and to the highest standards for Polk County.



SPECIFIC ABILITIES | Our firm strives to deliver projects on time and on budget to meet the needs of our clients. We understand that timelines for many of our clients are critical and have experience working within time constraints. Senior Project Manager, Gregory Selvidge, will provide team oversight to ensure deadlines are being met through regular check-ins and accountability. We also work with our clients and consultants to set realistic, attainable timelines at the start of each project, to ensure schedule expectations are clear with all parties involved.

The Lunz Group generates a fully detailed fee proposal that identifies the project scope, fee structure, duration, and deliverables

per phase. The fee proposal also identifies all project related consultants, their roles, and responsibilities. We identify what we've heard, list of included and excluded scope items, and more, as a means for the client to fully understand what we believe is captured in the project.

The Project Manager conducts a weekly walk-through of tasks to be completed for the following week to ensure tasks are being managed and completed on schedule. The project schedule identifies all critical milestone packages, internal QA/QC checkpoints, and Owner review periods to ensure schedule compliance. Throughout the life cycle of the project, we will utilize our internal QA/QC process to limit errors and omissions. This process alerts the team to tasks that are pending or falling behind schedule so that steps can be planned to bring those tasks back to schedule compliance. All project related design and Owner-Architect-Contractor meetings are led by The Lunz Group team. We'll author and distribute any necessary meeting minutes and action items to the entire team. Additionally, our team also utilizes a project-based ERP software that builds a Work Breakdown Structure to identify internal staffing resources required to deliver the project efficiently, on time and on budget.

APPROACH TO PROJECT

TECHNOLOGIES | Our firm has been around for almost 37 years, and within those three decades, we have constantly adapted to changes in technology and best practices. As part of The Lunz Group's process, we set time aside to sit with our clients and review our formal proposal face-to-face, to ensure all parties are on the same page, and that all goals and project vision align with client needs.

Most recently, our firm has been updating our BIM standards to better serve our clients and work with our team of engineers more efficiently. We leverage all aspects of 3D modeling, instead of relying solely on 2D AutoCAD Drafting. Part of updating our BIM Standards includes a BIM Execution Plan we share with our subconsultants prior to onboarding them to the project. This ensures that all parties on the design team are utilizing the same technologies and design standards; this benefits our clients in regard to scheduling and seamless review. With our BIM Standards, we have incorporated clash detection among Architectural, MEP, and Structural drawings in our process. In addition, by utilizing 3D tools and Autodesk Construction Cloud (ACC), our team provides clients with the opportunity to be involved at their own pace. This bridges the gap between Owner and Architect for visual check-ins.

Our in-house visualization team provides larger than life renderings to bring the project from concept to reality. Our visualization team is able to quickly turn around design-focused renderings to ensure we are meeting the aesthetic goals and objectives for the project. Our collective of interdisciplinary artists hold decades of professional experience spanning animation, concepting, visualization and more. Animating previsualized worlds is what we do best, and by doing so, help sell concepts, convey intent, and help create buy-in from key stakeholders and community members.

Additionally, our team utilizes a Matterport Pro3 3D Camera, which allows our team to evaluate existing conditions of buildings. This device produces 3D scans that can be imported directly into Revit and modeled alongside, creating efficiencies for our team and clients. This resource has aided our clients with scheduling and budgeting. Utilizing this technology prior to programming helps our team understand what may be required and discussed prior to any finalized designs or floor plans.

COST CONTROL | This year we have implemented a new process to assist in cost control measures. In a new partnership with Autodesk, The Lunz Group is the first Architecture firm to implement ProEst. This is part of a preconstruction module that has been typically used by contractors for estimating. During SD, a statement of probable cost will be developed utilizing a large database that considers current market conditions, bidding climate and inflationary cost indexes to account for many of the variables in pricing projects. If a CMAR is under contract, we develop these statement of probable costs independently and then compare and contrast, so early cost expectations can be set. We are creating a transparent system with open accountability on cost control.

During Design Development and concurrently with the Initial GMP, The Lunz Group can prepare a cost estimate. The level of detail can vary by project and owner's needs. At minimum a cost estimate that is broken out by division will be created independently. Again, the cost estimate and the GMP and compared. Differences are discussed, resolved, and a cost expectation is set. This then sets the course for the documentation phase, moving towards permitting and final GMP.

This level of transparency and sharing of knowledge provides the owner the highest yield and certainty in costs.

The Lunz Group is offering this method of cost and timeline control for all our projects. We have established a reputation of delivering successful projects on-time and on-budget. Our conformance rate is very high due to this approach. In fact, 90 percent of our work is with repeat clients.

APPROACH TO PROJECT

AUTODESK PRECONSTRUCTION | The Lunz Group is proud to be a partner with Autodesk on the Autodesk Preconstruction Bundle. Autodesk will be collaborating with our firm to better tailor their features to address our specific project needs and workflows. As the first architectural firm in Florida to adopt these new software tools, we are at the forefront of innovative and effective approaches to project management and planning. By prioritizing this technology, it enables our team to deliver highly accurate cost takeoffs directly from BIM models. With real-time updates, any adjustments made to the BIM Model are immediately reflected in the project budget and schedule. This level of precision allows our clients to stay within budget, by minimizing cost and optimizing resource allocation. With this software and partnership, our clients gain unparalleled transparency, ensuring construction cost estimates and schedule updates are available at every phase of the project. By utilizing this technology in our projects, this ensures informed decision-making and streamlined project delivery.

QUALITY ASSURANCE & QUALITY CONTROL

The Lunz Group relies on our Quality Assurance & Quality Control (QA/QC) plan to assure work plan compliance. Our project quality assurance plan ensures that regular project review meetings occur to update information and verify schedule and budget targets.

Our quality control structure consists of: Principal in Charge, Project Manager & QA/QC Principal

PRINCIPAL
IN CHARGE



Provides Complete Project Oversight, Ensuring All Quality Standards, Timelines, Budget Guidelines and Plans are Achieved.

PROJECT MANAGER



Controls and Designs the Project; Takes Responsibility for Overall Coordination.

QA/QC PRINCIPAL



Acts as a Third-Party to the Project; Reviews Drawings and Submittal Through Detailed Review.

The Lunz Group has found that by instilling our three-tier QA/QC process in every project, our team is able to produce accurate and detailed drawings for permit, meaning less back-and-forth with department for approvals and a quicker turn around for construction kick-off. It also allows for us to remain on schedule, even during accelerated schedule projects.

All plans are reviewed at each milestone (30%, 60%, 90% and 100%) by QA/QC principals who are not involved in the project. At the 30% submittal, we confirm our consultant's understanding of scope and budget. As the project progresses, we seek insight from the Polk County team as they determine the adequacy of the work, design, costs and adherence to project criteria.

Regular meetings are held with our consultants to discuss the status of the project. Timeline schedule charts and budget analysis are discussed; near-term deliverables are defined. This process alerts the team to tasks that are pending or falling behind schedule so that steps can be planned to bring those tasks back to schedule compliance. During all phases of the project, our team tracks budget adherence and assures quality, to ensure Polk County is receiving exceptional services.



TAB 3

EXPERIENCE, EXPERTISE,
PERSONNEL AND TECHNICAL
RESOURCES

EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

POLK COUNTY ROADS & DRAINAGE OFFICE ANNEX

WINTER HAVEN, FL



SIZE: 16,907 SF | **START DATE:** 2018 | **COMPLETION DATE:** 2022

ORIGINAL BUDGET: \$3.5M | **FINAL COST:** \$3.5M

PROJECT REPRESENTATIVE: Steve McMillan, Polk County Architectural Services Manager
863.534.5511 | stevemcmillan@polk-county.net

PROJECT DESCRIPTION

Our team designed a new administration office building and parking lot, connecting to an existing office-warehouse building in a campus style juxtaposition. Services provided included architectural design, mechanical engineering, electrical engineering, plumbing engineering, structural engineering, civil engineering, and landscape architecture. Despite the COVID-19 outbreak during the construction phase, our team managed to complete the project on-schedule and on-budget. We were also required to provide a new wastewater life station, which was not included in the original budget. With value engineering and cooperation with the end-users, we were able to meet the County's budget.

KEY PERSONNEL: Bradley T. Lunz, Principal In Charge; Gregory Selvidge, Senior Project Manager; Emily Breheny, Project Architect; Trent Chamberlain, Senior Project Architect/QA

BUDGET + SCHEDULE VARIATIONS: On schedule, Eight (8) Change Orders totaling \$357,328.83 (Client Savings)

FIRM RESPONSIBILITY: Architect of Record

PROJECT-RELEVANT CONSULTANTS FOR THIS RFP: Fullone Structural Group, Dirt

EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

POLK COUNTY UTILITIES OPERATIONS

WINTER HAVEN, FL



SIZE: 48,000 SF | **START DATE:** 2016 | **COMPLETION DATE:** 2018

ORIGINAL BUDGET: \$5M | **FINAL COST:** \$5M

PROJECT REPRESENTATIVE: Steve McMillan, Polk County Architectural Services Manager
863.534.5511 | stevemcmillan@polk-county.net

PROJECT DESCRIPTION

The Lunz Group collaborated with Jones Edmunds on this project, serving as the Architect of Record. The initial process included preliminary programming analysis of the site & proposed building typologies to identify space requirements, including square footage and adjacencies. The Lunz Group was awarded the project in 2016 to lead the design process for a new, 48,000 SF operations building with design emphasis placed on the original findings. A 5,000 SF control building was included in this overall design.

The administration building contains office space, warehousing, and maintenance accommodations, eliminating unneeded areas from the building footprint to make day-to-day operations more efficient. The County consolidated six of their utility departments into a single, centralized, cutting edge regional WTP; the Central Regional Utility Service Area (CRUSA). The building was developed in tandem with the new control building for ozone generators on the same site. This building was designed as a viable EOC which included wind rated windows, doors and structural system. The spaces designed include full breakroom, full restroom and shower amenities, readiness rooms and safe spaces. This is the largest water production plant project completed in Polk County.

KEY PERSONNEL: Bradley T. Lunz, Principal in Charge; Trent Chamberlain, Senior Project Architect/QA

BUDGET + SCHEDULE VARIATIONS: N/A, on schedule and on budget.

FIRM RESPONSIBILITY: Architect of Record

PROJECT-RELEVANT CONSULTANTS FOR THIS RFP: N/A

POLK COUNTY
RFQ 24-699 | A&E SERVICES FOR THE ROADS & DRAINAGE DIVISION MULBERRY ROADWAY MAINTENANCE FACILITY

EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

UTILITIES AND SOLID WASTE FACILITY

PLANT CITY, FL



SIZE: 15,000 SF | **START DATE:** 2021 | **COMPLETION DATE:** IN-PROGRESS, EST. FEBRUARY 2025

ORIGINAL BUDGET: \$7.9M | **FINAL COST:** TBD

PROJECT REPRESENTATIVE: Hye (Jay) Kwag, CIP, Engineer Manager, City of Plant City | 813.365.4929
hkwag@plantcitygov.com

PROJECT DESCRIPTION

The City of Plant City is working in collaboration with The Lunz Group for the design and build of a New Facility for their Utilities and Solid Waste Departments. The one story office building will house the Plant City Utilities Management and Solid Waste Management to include their main offices and conference rooms. The new facility will be approximately 15,000 square feet to include an addition of approximately seven (7) new parking spaces. The new parking spaces complement the existing parking lot on the north side of the future facility, which currently has adequate capacity. Services for the new facility include architectural; civil engineering; structural engineering; mechanical, electrical, and plumbing; and fire protection engineering services.

KEY PERSONNEL: Bradley T. Lunz, Principal In Charge; Emily Breheny, Project Architect; Trent Chamberlain, Senior Project Architect/QA

BUDGET + SCHEDULE VARIATIONS: N/A, on schedule and on budget.

FIRM RESPONSIBILITY: Architect of Record

PROJECT-RELEVANT CONSULTANTS FOR THIS RFP: N/A

EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

PINELLAS PARK PUBLIC WORKS

PINELLAS PARK, FL



SIZE: 63,800 SF | **START DATE:** 2017 | **COMPLETION DATE:** 2018

ORIGINAL BUDGET: \$4.9M | **FINAL COST:** \$4.9M

PROJECT REPRESENTATIVE: Steve Majko, Facilities Director | 5141 78th Avenue North Pinellas Park, FL 33781 | 727.369.5662 | smajko@pinellas-park.com

PROJECT DESCRIPTION

The City of Pinellas Park had a unique problem. They needed to expand their space and had acquired a 63,800 SF warehouse to do so. They sought a design/build team who had experience in municipal, renovation and workplace design that could provide design and construction recommendations to modify the building to house the City's Public Works Division. The project began with defining both the cost and design parameters of the new facility.

The Lunz Team worked diligently over three (3) weeks to investigate the site with architects, engineers and subcontracts to clearly define the requirements and scope of the project. Our work included renovations to the existing warehouse, converting the space into a two-story administrative office. In addition, 22,000 SF were renovated into a vehicle maintenance facility, which included a shop space and fitness center. Site work included new sidewalks, parking and landscaping, plus the design of new stairwells. In 2018, the project completed and the Public Works facility moved in. This project was delivered via the Design-Build method.

KEY PERSONNEL: Bradley T. Lunz, Principal

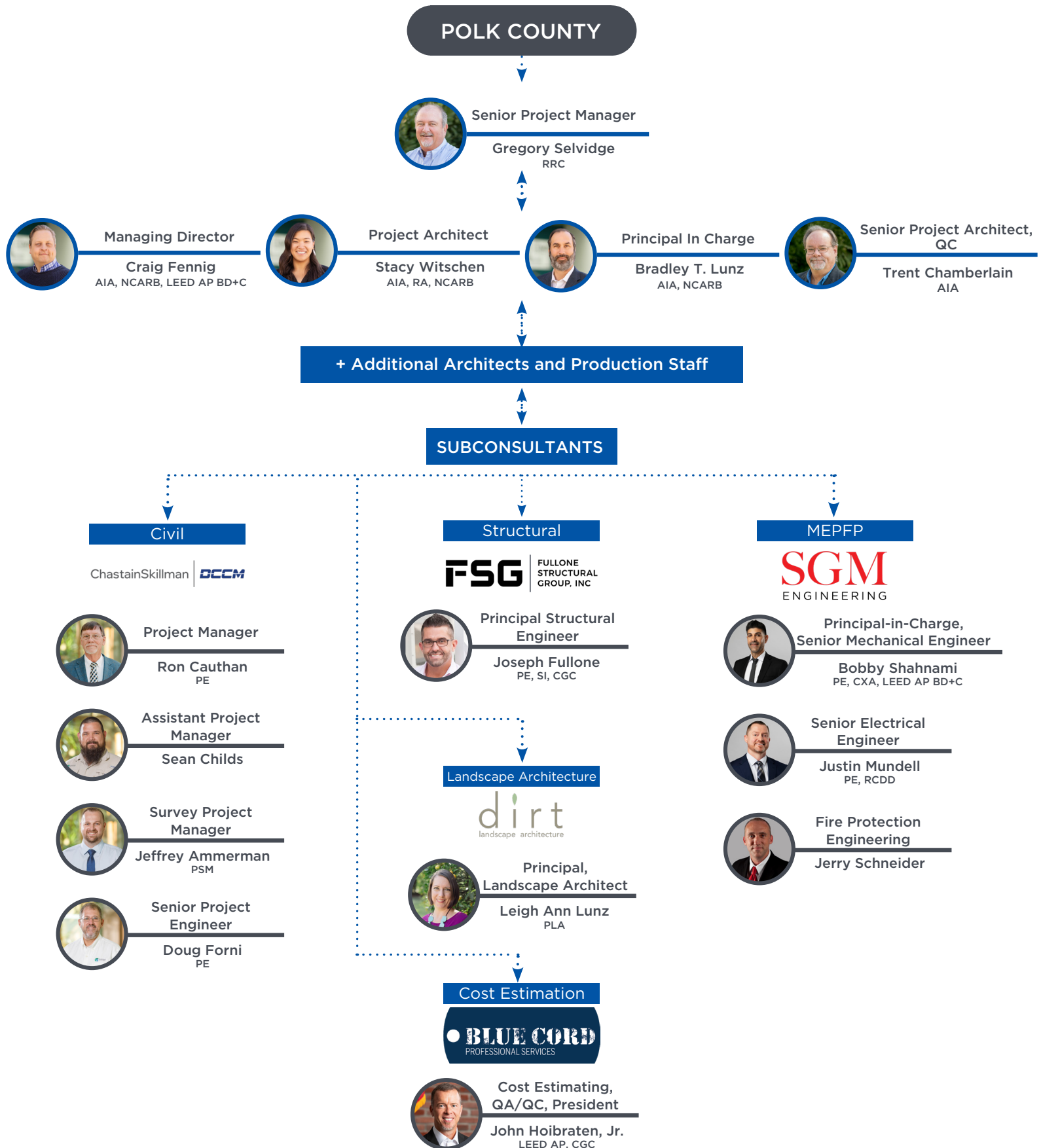
BUDGET + SCHEDULE VARIATIONS: N/A, on schedule and on budget.

FIRM RESPONSIBILITY: Architect of Record

PROJECT-RELEVANT CONSULTANTS FOR THIS RFP: Fullone Structural Group

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

ORGANIZATIONAL CHART



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



BRADLEY T. LUNZ AIA, NCARB

Principal In Charge

Brad serves as the President and CEO of The Lunz Group. He is an internationally published thought leader, renowned entrepreneur, and registered architect with more than 25 years of architectural experience, and 30 years of construction experience. He has worked on a variety of building typologies including fire stations, aviation facilities, county and state government buildings, public safety facilities, and correctional facilities. Brad strives to provide clients solutions through sustainable designs that last beyond a lifetime. He also strives to engage local manufacturers and suppliers by locally sourcing materials. Brad brings a breadth of experience in resolving a client's spatial and budgetary requirements while delivering a quality design exceeding expectations.

EDUCATION

Bachelor of Architecture, Savannah College of Art and Design

Master of Architecture, Savannah College of Art and Design

CREDENTIALS

Florida Registered Architect, AR94778

YEARS OF EXPERIENCE

25

YEARS WITH THE LUNZ GROUP

16

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

10%

RELATED EXPERIENCE

- Polk County Utilities Operations; Winter Haven, FL
- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Sheriff's Burnham-McCall Training Center; Bartow, FL
- Plant City Utilities & Solid Waste Facility; Plant City, FL
- Polk Regional Water Cooperative Water Processing Facility; Polk County, FL
- Polk County Sheriff's Office Northeast District Command Center; Davenport, FL
- Polk County Fire Station Prototype Design; Polk County, FL
- Polk County Fire Training Center; Polk County, FL
- Vaughn Road Master Plan; Polk County, FL
- Polk County Sheriff's Office Book-In Feasibility Study; Polk County, FL
- Polk County Events Storage & Operations Center; Polk County, FL

ADDITIONAL EXPERIENCE

- NOAA Aircraft Operations Center Phase I; Lakeland, FL
- NOAA Aircraft Operations Center Phase II; Lakeland, FL
- Lakeland Fire Station No. 7/ARFF (Two Globe Rating)*; Lakeland, FL
- City of Lakeland Fire Training Facility; Lakeland, FL
- Lakeland Regional Health I-4 & Kathleen Road Medical Office Building; Lakeland, FL
- Summit Consulting Headquarters & Parking Garage; Lakeland, FL
- Treatt USA Headquarters; Lakeland, FL
- R & L Carriers Facility; Lakeland, FL
- Lake Ariana Park; Auburndale, FL
- Southwest Regional Wastewater Treatment Facility Operations; Mulberry, FL
- Winter Haven Fire Station No. 3; Winter Haven, FL
- Winter Haven Fire Station No. 4; Winter Haven, FL
- Winter Haven Fire Station No. 5; Winter Haven, FL
- Pinellas Park Public Works Facility; Pinellas Park, FL
- Osceola County Sheriff's Health Center; Kissimmee, FL

**Green Globes Project*



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



CRAIG FENNIG AIA, NCARB, LEED AP BD+C *Managing Director*

Craig is the Managing Director at The Lunz Group. He manages the day-to-day operations and acts as a liaison between leadership and production staff. He brings a broad range and depth of experience throughout his architectural and consulting career. He has been a part of a variety of domestic and award-winning international architectural and consulting firms, serving in a multitude of capacities. Craig excels in project management, corporate management, and operations. He has managed projects domestically and internationally at all levels of complex design, construction, and delivery.

EDUCATION

Bachelor of Architecture, Lawrence Technological University

Master of Architecture dual degree in Management, Lawrence Technological University

CREDENTIALS

Registered Architect in the states of Michigan, New York, Connecticut, New Jersey, Ohio, Indiana, Illinois, Arizona, Utah, Kentucky, and Pennsylvania

MEMBERSHIPS

United States Green Building Council (USGBC) Member

International Council of Shopping Centers (ICSC) Member

Urban Land Institute (ULI) Member

YEARS OF EXPERIENCE

30

YEARS WITH THE LUNZ GROUP

1

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

5%

EXPERIENCE PRIOR TO JOINING THE LUNZ GROUP

- Mall of Saud, Riyadh, Saudi Arabia - (CRTKL)
- Mall of Saudi (ULO) - Ski, Riyadh, Saudi Arabia - (CRTKL)
- Mall of Emirates ULO -Ski, Dubai, UAE - (CRTKL)
- Lalaport Mall, Taipei Taiwan - (CRTKL)
- MXD Nanjing Jiangbei New District, Namjing Jiangsu, China - (CRTKL)
- SCE Shanghai Zhongjun Huacao Town, Shanghai, China - (CRTKL)
- Centralcon Shenzhen Xixiang, Shenzhen, China - (CRTKL)
- Fulton Market, Chicago - (CRTKL)
- Rose and Loon Makers Market, Roseville, MN - (CRTKL)
- Stony Point Fashion Park, Richmond, VA - (CRTKL)
- La Plaza, McAllen, TX - (CRTKL)
- Cityplace, Dallas, TX - (CRTKL)
- Corinth Square Shops, Prairie Village, KS - (CRTKL)
- Rosedale Center, Roseville, MN - (CRTKL)
- Roosevelt Field Mall Expansion & Renovation, Long Island, NY - (CRTKL)
- Dadeland Mall Expansion & Renovation, Miami, FL - (CRTKL)
- Frisco Station Hub Mixed Use Development, Frisco, TX - (CRTKL)
- Northfield Shops Mixed Use Development, Northfield, CO - (CRTKL)
- Victory Park Retail, Dallas, TX - (CRTKL)
- YH Global Headquarters, Shanghai, China - (CRTKL)
- DFW China Town Mixed Use Development, Richardson, TX - (CRTKL)
- Village on the Parkway Office Tower, Dallas, TX - (CRTKL)
- Cleburne Station Retail Development, Cleburne, TX - (CRTKL)
- Rice Village Retail Renovation, Houston, TX - (CRTKL)
- Cottonwood Mixed Use Development, Salt Lake City, UT - (CRTKL)
- Bonofico High Street Mixed-Use Development, Manila, Philippines - (A3)
- BCG East Block Mixed Use Development, Makati, Philippines - (A3)
- Sapporo Office Building, Sapporo, Japan - (A3)
- Arbor Hills Crossing Retail Development, Ann Arbor, MI - (A3)
- Delphi World Headquarters Renovation, Auburn Hills, MI - (A3)



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



GREG SELVIDGE RRC

Senior Project Manager

Greg brings more than 25 years of experience specifically in fire station design and construction. Greg has a strong background in construction, architecture, and product design, especially as they relate to fire stations. Greg strives to provide clients with design solutions that are tailored to their needs and has extensive experience with construction administration and project management. He has worked on more than 30 fire stations throughout his career. Greg is currently working closely with the City of Apopka and Highlands County on fire station projects, as well as Polk County, with multiple fire stations in construction phases. Greg will be the main point of contact for the design team and will be responsible for project oversight and coordination.

EDUCATION

Bachelor of Architecture, Georgia Institute of Technology

CREDENTIALS

Florida Registered Residential Contractor, RR282811816

YEARS OF EXPERIENCE

27

YEARS WITH THE LUNZ GROUP

24

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

50%

RELATED EXPERIENCE

- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Sheriff's Office Burnham-McCall Training Center; Bartow, FL
- Polk County Fire Training Center; Polk County, FL
- Polk County Fire Station Prototype; Polk County, FL
- Polk County Sheriff's Office Intake Facility Renovation; Polk County, FL
- Vaughn Road Master Plan; Polk County, FL
- Pinellas Park Public Works Facility; Pinellas Park, FL
- Durbin Park Community Center; Kissimmee, FL
- Lake Myrtle Park; Auburndale, FL
- Mulberry Fire Station; Mulberry, FL
- Four Corners Fire Rescue; Four Corners, FL

ADDITIONAL EXPERIENCE

- Winter Haven Fire Station No. 2 Hardening; Winter Haven, FL
- South Lake Howard Nature Park Expansion; Winter Haven, FL
- Mulberry Fire Station; Mulberry, FL
- Marion County EMS Prototype Design; Marion County, FL
- Sanford Fire Station No. 40; Sanford, FL
- Sleepy Hill Fire Station; Lakeland, FL
- Galloway Fire Station; Lakeland, FL
- Apopka Fire Station No. 5; Apopka, FL
- Apopka Fire Station No. 6; Apopka, FL
- Haines City Fire Station; Haines City, FL
- Southwest Sumter Fire Station; Sumter County, FL
- North Wildwood Fire Station; Sumter County, FL
- Watkins Road Fire Rescue; Haines City, FL
- Northeast Regional Park Baseball Complex; Davenport, FL

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



STACY WITSCHEN AIA, RA, NCARB *Project Architect*

Stacy is an Architect at The Lunz Group. She has served on multiple teams within our firm and has managed some of The Lunz Group's largest projects. Stacy will serve as the Project Manager for this project and will be Charlotte County's point of contact. Stacy has worked on several high-profile projects including Lakeland Regional Health's Kathleen Medical Office Building, the Lakeland HighLine Vision, Summit and several projects for Watson Clinic. She has experience working on various project typologies such as master planning, multifamily and mixed-use facilities, commercial buildings, and more. She is passionate about community design on a local and regional level, with a focus on social justice.

EDUCATION

Bachelor of Design in Architecture,
University of Florida

Master of Architecture, Washington
University in St. Louis

Master of Urban Design, Washington
University in St. Louis

CREDENTIALS

Florida Registered Architect,
AR9101290

MEMBERSHIPS

Urban Land Institute (ULI) Member

ULI Women's Leadership Initiative
(WLI) Member

Leadership Winter Haven Member

YEARS OF EXPERIENCE

9

YEARS WITH THE LUNZ GROUP

9

OFFICE LOCATION

Lakeland, FL

SELECT EXPERIENCE

- Polk County Roads and Drainage Office Annex; Winter Haven, FL
- Polk County Fire Rescue Training Master Plan; Winter Haven, FL
- Polk County Fire Rescue Training Center; Winter Haven, FL
- Polk County Sheriff's Office Book-In Feasibility Study; Polk County, FL
- Lake Ariana Park; Auburndale, FL
- City of Winter Haven Master Planning; Winter Haven, FL
- Mulberry Government Conceptual Design; Mulberry, FL
- City of Lakeland Fire Training Facility; Lakeland, FL
- Sumter Creek Fire Logistics Operations Center; Sumter County, FL
- City of Winter Haven Master Plan; Winter Haven, FL
- Ledger Site Master Plan; Lakeland, FL
- North Downtown Lakeland Master Plan; Lakeland, FL
- Publix Downtown Office Buildings 1 and 4; Lakeland, FL
- Peace River Center Gilmore Building Expansion; Lakeland, FL

ADDITIONAL EXPERIENCE

- Summit Consulting Headquarters and Parking Garage; Lakeland, FL
- Lakeland Regional Health Kathleen Rd and I-4 Medical Office Building; Lakeland, FL
- Marion Creek Fire Rescue Station; Polk County, FL
- Watson Clinic South Urgent Care; Lakeland, FL
- CPS Investment Advisors Building Expansion; Lakeland, FL
- Alachua County Fire Station No. 80; Gainesville, FL
- Alachua County Fire Station No. 21; Alachua, FL
- Oak Street Apartments; Lakeland, FL
- Farm Credit Apopka Office; Apopka, FL
- Florida Southern College Early Learning Lab; Lakeland, FL
- Watson Clinic Main Allergy Renovation 2nd Floor; Lakeland, FL
- Sayde Gibbs Martin Community Center; Plant City, FL
- CPS Investment Advisors Concept Site Study and Plan; Lakeland, FL
- Recker Highway Conceptual Planning; Auburndale, FL
- Central Florida Health Care Medical Office Building; Dundee, FL



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



TRENT CHAMBERLAIN AIA

Senior Project Architect, QC

Trent is a Senior Project Architect, QC (Quality Control) at The Lunz Group. He acts as a third-party to the project to check drawings through a detailed review. Trent specializes in municipal, transportation, and correctional facility design. He has experience working with local city, county, and state and federal agencies including municipalities, the Florida Department of Corrections and the United States Postal Service. He has experience working on a variety of project typologies, including academic buildings, fire stations, correctional facilities, public and civic facilities, and more. Trent has a strong technical background from experience gained working as a Project Manager at several engineering firms and from more than 30 years with The Lunz Group.

EDUCATION

Bachelor of Architecture, Florida Agricultural & Mechanical University

CREDENTIALS

Florida Registered Architect,
AR0015550

YEARS OF EXPERIENCE

36

YEARS WITH THE LUNZ GROUP

32

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

5%

RELATED EXPERIENCE

- Polk County Sheriff's Office Boot Camp; Bartow, FL
- Polk County Utilities Operations; Winter Haven, FL
- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Sheriff's Burnham-McCall Training Center; Bartow, FL
- Plant City Utilities & Solid Waste Facility; Plant City, FL
- Hillsborough County Sheriff's Office Regional Canine Training Facility; Tampa, FL
- Osceola County Sheriff's Health Center Office; Kissimmee, FL
- Florida Department of Corrections Continuing Services; Statewide, FL
- Saddle Creek Warehouse; Auburndale, FL
- Saddle Creek Warehouse + Office Expansion; Auburndale, FL
- Sumter County Fire Logistics Operations Center; Sumter County, FL
- Watkins Road Fire Rescue; Haines City, FL
- Polk Correctional Institution Administration Remodel; Polk City, FL

ADDITIONAL EXPERIENCE

- NOAA Aircraft Operations Center Phase I; Lakeland, FL
- NOAA Aircraft Operations Center Phase II; Lakeland, FL
- United States Postal Service Design Standards; Nationwide
- Summit Consulting Headquarters and Parking Garage; Lakeland, FL
- Lakeland Fire Station No. 7/ARFF (Two Globe Rating)*; Lakeland, FL
- Alachua County Fire Station No. 80; Alachua, FL
- Austin-Tindall Regional Park Expansion; Kissimmee, FL
- Northeast Regional Park Baseball Complex; Davenport, FL
- World Equestrian Center Show Arena Complex; Ocala, FL
- World Equestrian Center RV Park Building; Ocala, FL
- Summit Consulting Headquarters + Parking Garage; Lakeland, FL
- Alachua County Fire Station No. 21; Alachua, FL
- Sanford Fire Station No. 40; Sanford, FL
- City of Lakeland Fire Training Facility; Lakeland, FL
- Bonnet Springs Park Special Structures; Lakeland, FL

**Green Globes Project*



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



THE LUNZ GROUP has intentionally selected this team of experts to provide Subject Matter Expertise and Engineering services for this Polk County project. Our firm has held long standing relationships with each consultant, with almost all consultants participating in Polk County projects alongside The Lunz Group. We present to you our highly-qualified team of experts:

CHASTAIN SKILLMAN | DCCM will provide Civil Engineering services for this project. They offer a comprehensive suite of services that include civil engineering, water/wastewater engineering, and land surveying. Chastain Skillman | DCCM has successfully completed thousands of projects across the southeastern United States, including municipal and county infrastructure, parks, roadways, educational facilities, commercial and residential developments, and utility improvements.

DIRT will provide Landscape Architecture services for this project. With more than 15 years of extensive experience, Dirt has worked on many project types such as force protection, streetscapes, park design, academic campuses, and community design and master planning. Dirt combines an extensive knowledge and passion of plant materials and for the history of landscape architecture to create designs that evolve from a site's cultural and physical environment.

FULLONE STRUCTURAL GROUP will provide Structural Engineering services for this project. Since 2008, Fullone Structural Group has built a reputation in providing exemplary technical expertise to owners, developers, and architects for their projects, through all stages of the design process. They have extensive experience on Polk County projects and specialize in several areas of structural engineering including the design of new structures, restoration and renovation of existing structures, metal stud engineering, engineering analysis, building envelope evaluations, forensic evaluations, and threshold inspections.

SGM ENGINEERING will provide Mechanical Engineering, Electrical Engineering, Plumbing Engineering and Fire Protection services for this project. SGM is a Minority Business Enterprise (MBE) and S Corporation headquartered in Orlando, FL, with offices in Tampa, Jacksonville, and Miami. With over 34 years of expertise, SGM specializes in designing, administering, and commissioning mechanical, electrical, plumbing, and fire protection systems. Serving public and private sectors, SGM excels in maintenance, renovations, and construction for municipalities, education, and commercial facilities. As a U.S. Green Building Council member, SGM integrates LEED® standards, prioritizing energy conservation and sustainability across all projects.

BLUE CORD, a Service Disabled Veteran Owner Small Business,, will provide Cost Estimation Services for this project. Blue Cord completes general contractor and subconsultant work throughout the southeastern United States. As a licensed general contractor, they complete construction projects for the VA in their clinics and facilities. They utilize this experience and construction knowledge to assist design teams create accurate budgets and cost estimates for clients to properly plan for future and current development needs.



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



W. RONALD CAUTHAN, PE

PRINCIPAL/VICE PRESIDENT OF CIVIL ENGINEERING



FIRM

ChastainSkillman | DCCM (Lakeland)

PROJECT ROLE

Project Manager

AVAILABILITY

40%

CITY OF RESIDENCE

Bartow, FL

EXPERIENCE

48 years

EDUCATION

BS, Engineering – The Citadel

FDOT Bridge Inspection Training

FDOT Advanced Maintenance of Traffic Certification (MOT)

LICENSES/REGISTRATIONS

Professional Engineer (Florida #27563, North Carolina #013081, Georgia #015837)

BACKGROUND

Mr. Cauthan is an experienced Civil Project Manager and Lead Civil Engineer specializing in roadway widening and highway construction projects in Central Florida. He has worked with various city and county clients, handling tasks from PD&E Studies to design and construction drawings. His expertise includes addressing unique permitting issues related to endangered species, noise, and drainage. Mr. Cauthan has designed and permitted projects across multiple Florida Water Management Districts and has extensive experience in stormwater system design and modeling. Additionally, he served as the County Consulting Engineer for Highlands County for 15 years, supporting the County Manager and Engineer with daily operational challenges.

POLK COUNTY SHERIFF TRAINING FACILITY

POLK COUNTY FIRE RESCUE | BARTOW, FL

Principal-in-Charge for the site development tasks associated with a 24,000 SF training facility for the Polk County, Florida Sheriff's Office. Tasks included stormwater, utilities extended to the site, including a pump station, grading and site development components. ChastainSkillman | DCCM worked with The Lunz Group to develop the site layout and obtain the various permits and approvals required for the site development. Prof. Services: \$112,760

CHILDREN'S ADVOCACY CENTER

HIGHLANDS COUNTY BOCC - SEBRING, FL

Project Manager. Provided civil site design and permitting for the office addition to the Children's Advocacy Center in Sebring. The addition almost doubled its original layout, bringing the total floor area to over 13,000 square feet. The civil design also included a major expansion of the parking lot and stormwater treatment area. Mr. Cauthan also provided the civil site design of the original structure, which was a remodel of an old convenience store. Prof. Services: \$72,000; Construction: \$575,000

SUMMIT OFFICE BUILDING

SUMMIT CONSULTING | LAKELAND, FL

Principal-in-Charge. ChastainSkillman | DCCM provided surveying and civil engineering services for Summit Consulting's new 135,000-square-foot office building and parking garage. The project included office space for 500 employees and 450 parking spaces, with 150 public spaces available during evenings and weekends. Services included site design, construction plans, permitting, and construction observation. The project was completed in April 2022. Prof. Services: \$83,515

HARDEN/PIPKIN ROADWAY IMPROVEMENTS

POLK COUNTY BOCC | LAKELAND, FL

Project Manager/Engineer of Record. The limits of this project cover a total of 2.19 miles of road widening and a major intersection improvement in a highly developed area of southwest Lakeland. ChastainSkillman | DCCM was retained to provide engineering, survey, roadway design alternatives, stormwater management facilities, wetland mitigation, floodplain evaluation, permit requirements, and cost estimates for construction, etc. The stormwater management facilities consist of major and minor stormwater conveyance systems, one existing detention pond retrofit, and three additional detention/retention ponds. Prof. Services: \$1,050,000; Construction: \$4M

NUCOR STEEL FLORIDA

NUCOR CORPORATION | FROSTPROOF, FL

Project Manager. Provided civil site design and permitting services for the construction of a \$240M steel plant in Frostproof, Florida. Civil engineering services included site grading and plans specific to parking areas, the entrance roadway, the administration office and guard house sidewalks and entrance ways. Construction specifications were provided for the earthwork, paving, grading, sanitary sewer and water distributions systems. Mr. Cauthan secured permitting through Polk County, SWFWMD and FDEP. Construction was completed in 2020. Prof. Services: \$131,000

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



FIRM

ChastainSkillman | DCCM (Lakeland)

PROJECT ROLE

Sr. Project Engineer

AVAILABILITY

45%

CITY OF RESIDENCE

Lakeland, FL

EXPERIENCE

33 years

EDUCATION

BS, Civil Engineering – West Virginia University

BS, Landscape Architecture – West Virginia University

LICENSES/REGISTRATIONS

Professional Engineer (Florida #86696, Maryland #32775, Pennsylvania #63091, West Virginia #16133,)

Registered Landscape Architecture (Kentucky #874, Maryland #3700, Texas #3709, Virginia #1862, West Virginia #250)

BACKGROUND

Mr. Forni has 33 years of experience in multi-discipline engineering and landscape architecture for both public and private sector clients. His project experience includes securing funding, project management, design, permitting, specification writing and construction management for municipal, county, state and federal projects, commercial, residential and industrial developments, mixed-use developments, parks and recreational facilities, and educational facilities.

POLK COUNTY SHERIFF TRAINING FACILITY

POLK COUNTY FIRE RESCUE | BARTOW, FL

Project Manager for the site development tasks associated with a 24,000 SF training facility for the Polk County, Florida Sheriff's Office. Tasks included stormwater, utilities extended to the site, including a pump station, grading and site development components. ChastainSkillman | DCCM worked with The Lunz Group to develop the site layout and obtain the various permits and approvals required for the site development. Prof. Services: \$112,760

SKYLAB INNOVATION CENTER

LAKELAND LINDER INTERNATIONAL AIRPORT | LAKELAND, FL

Senior Project Manager for the design of an 8,000 SF Skylab Building Expansion at the Aerospace Center for Excellence on the Sun 'N Fun Campus in Lakeland. The new Skylab building is a STEM learning center for students, which includes classroom space, an aerospace media center, a state-of-the art simulator training lab, event and exhibit space, and an aerospace resource center. Civil site design for the expansion included existing conditions/demolition plan, site grading and drainage, potable water service line modifications, sanitary sewer service modifications, and an erosion control plan, permitting and limited construction services. As Senior Project Manager, worked as a subconsultant to The Lunz Group (architect), owners, and other subconsultants to provide an addition to an existing facility. Services provided were utility extensions to the site, demolition of existing facilities, stormwater improvements, and circulation in and around the site. Prof. Services: \$25,565

HARDEE COUNTY AGRI-CIVIC CENTER

HARDEE COUNTY BOCC | WAUCHULA, FL

Engineering Project Manager for the proposed construction of a 5,300 SF addition to the existing Hardee County Agri-Civic Center. Responsibilities included the coordination and oversight of Surveying services, Geotechnical Investigation, Civil Site Plans and Specifications, and Limited Construction Administration Services. Site planning was coordinated with the architect and services also included the submittal of the required permit applications. Prof. Services: \$67,337

FLORIDA POLYTECHNIC UNIVERSITY APPLIED SCIENCE FACILITY

FLORIDA POLYTECHNIC UNIVERSITY | LAKELAND, FL

Project Manager for an 85,000 SF educational facility on the campus of Florida Polytechnic University located in Lakeland, Florida. Tasks included working with the architectural team to develop the site plan and to move the documents through the development process to produce construction level documents and obtain all site permits through the city and state agencies. Additional tasks included QA/QC responsibilities and a Construction Administration role during the construction process. Prof. Services: \$79,350

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

JEFFREY P. AMMERMAN, PSM REGIONAL SURVEY DIRECTOR



FIRM

ChastainSkillman | DCCM (Lakeland)

PROJECT ROLE

Survey Project Manager

AVAILABILITY

45%

CITY OF RESIDENCE

Lakeland, FL

EXPERIENCE

18 years

EDUCATION

BS, Geomatics – University of Florida
Florida Phosphate Council Mine Safety Training
Contractor Safety and Health Training
CF Industries Site Specific Training

LICENSES/REGISTRATIONS

Surveyor & Mapper (Florida #LS7388), 2022

BACKGROUND

Mr. Ammermann has 18 years of experience in the surveying industry providing topographic and corridor surveys, construction layout, boundary surveys, and environmental surveys. His responsibilities include providing construction layout for some of the area's largest construction projects that have included phosphate mining gypsum stacks and development projects. Mr. Ammermann provides boundary surveys for projects ranging from small tracts to parcels over 100+ acres in size including research and boundary calculations to assist project managers in completion of the boundary surveys. He also performs environmental surveys to depict delineation of wetlands and habitats and delineate the extent of environmental contamination.

HARDEE COUNTY AGRI-CIVIC CENTER

HARDEE COUNTY BOCC | WAUCHULA, FL

Survey Project Manager directly responsible for the oversight and management of surveying services inclusive of a topographic survey of an 8-acre parcel in Wauchula, Florida for the proposed construction of a 5,300 SF addition to the existing Hardee County Agri-Civic Center. The survey services performed include locating above ground improvements, spot elevations, invert elevations, trees 6-inch diameter or larger at approximately 4 feet above ground, pavement markings and signage. Prof. Services: \$67,337

NORTHEAST REGIONAL PARK (NERP) BASEBALL COMPLEX CENTER

POLK COUNTY BOCC - DAVENPORT, FL

Assistant Survey Project Manager. Provided land surveying services for the expansion of the Northeast Regional Park (NERP) which consisted of four collegiate baseball fields, lighting, fencing, synthetic turf, and a multipurpose concession building containing restrooms and storage space. The park's expansion officially opened to the public in March 2022. Prof. Services: \$528,928; Construction: \$5.6M

FIELDS MERCEDES-BENZ OF LAKELAND

FIELDS MERCEDES-BENZ OF LAKELAND | LAKELAND, FL

Survey Project Manager for the proposed building addition to the Fields Mercedes-Benz dealership located in Lakeland, Florida. The overall project includes four (4) service bay additions and office space totaling approximately 3,570 square feet with associated site work corresponding to the building bump outs. Survey services included the oversight and management of project specific survey services including office research, filed coordination, and quality control measures. Established monuments, boundary and/or right-of-way line location verification, spot elevations and one-foot (+/-) contours. Survey work also included providing invert information of accessible storm water and sanitary sewer structures, as well as office research, field coordination, and quality control measures as deemed necessary by CS to produce the survey. Prof. Services: \$51,830

HARDEE SENIOR HIGH SCHOOL

HARDEE COUNTY SCHOOL BOARD | WAUCHULA, FL

Survey Project Manager for the topographic survey of the facility which included, but was not limited to, locating and depicting aboveground improvements, providing spot elevations and one-foot contours based on North American Vertical Datum of 1988 (NAVD88), providing invert information of accessible stormwater and sanitary sewer structures, and locating shrubs and landscaping areas. Survey Fee: \$8,200

MULBERRY FIRE STATION

POLK COUNTY FIRE RESCUE | MULBERRY, FL

Survey QA/QC Review. Responsible for the oversight of survey services provided for this project, which included a boundary and topographic survey of a parcel on the 5-acre project site. Survey Fee: \$5,600

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



SEAN C. CHILDS

ASSISTANT PROJECT MANAGER/CAD TECHNICIAN



FIRM

ChastainSkillman | DCCM (Lakeland)

PROJECT ROLE

Assistant Project Manager

AVAILABILITY

75%

CITY OF RESIDENCE

Lakeland, FL

EXPERIENCE

15 years

EDUCATION

Florida Phosphate Council

Mine Safety Training

OSHA Training

Mine Safety and Health

Administration Training

CF Industries Site Specific

Training

Hazwoper Certified

TWIC Certified

Port of Tampa Access

BACKGROUND

Mr. Childs has 15 years of surveying experience, specializing in topographic, construction layout, boundary, and environmental surveys. He leads field crews and ensures quality assurance for numerous projects, including engineering design support, phosphate mining, educational institutions, and development projects. His work spans small tracts to parcels over 10,000 acres, including ALTA/ASCM Land Title Surveys across Florida. Additionally, he conducts surveys for wetland delineation, groundwater elevation, and environmental contamination.

HARDEE COUNTY AGRI-CIVIC CENTER

HARDEE COUNTY BOCC | WAUCHULA, FL

CAD Drafter. Responsible for assisting in the oversight and management of surveying services, including a topographic survey of an 8-acre parcel in Wauchula, Florida, for the proposed construction of a 5,300 SF addition to the existing Hardee County Agri-Civic Center. The survey services performed included locating above-ground improvements, spot elevations, invert elevations, trees 6 inches in diameter or larger at approximately 4 feet above ground, pavement markings, and signage. Prof. Services: \$67,337

NORTHEAST REGIONAL PARK (NERP) BASEBALL COMPLEX CENTER

POLK COUNTY BOCC - DAVENPORT, FL

Field Crew Member and CAD Drafter. Provided land surveying services for the expansion of the Northeast Regional Park (NERP) which consisted of four collegiate baseball fields, lighting, fencing, synthetic turf, and a multipurpose concession building containing restrooms and storage space. The park's expansion officially opened to the public in March 2022. Prof. Services: \$528,928; Construction: \$5.6M

SUMMIT OFFICE BUILDING

SUMMIT CONSULTING | LAKELAND, FL

CAD Drafter. ChastainSkillman | DCCM provided surveying and civil engineering services for Summit Consulting's new 135,000-square-foot office building and parking garage. The project included office space for 500 employees and 450 parking spaces, with 150 public spaces available during evenings and weekends. Services included site design, construction plans, permitting, and construction observation. The project was completed in April 2022. Prof. Services: \$83,515

MASTERPIECE FIRE STATION

POLK COUNTY FIRE RESCUE | LAKE WALES, FL

CAD Drafter. Responsible for assisting in the oversight of survey services provided for the new Polk County fire station at the intersection of Masterpiece Road and Big Tank Road in Lake Wales, FL. Survey services include topographic and boundary survey. Survey Fee: \$7,735

NUCOR STEEL FLORIDA

NUCOR CORPORATION | FROSTPROOF, FL

CAD Drafter. ChastainSkillman | DCCM provided civil site design and permitting services for the construction of a \$240M steel plant in Frostproof, Florida. Civil engineering services included site grading and plans specific to parking areas, the entrance roadway, the administration office and guard house sidewalks and entrance ways. Construction specifications were provided for the earthwork, paving, grading, sanitary sewer and water distributions systems. Additionally, ChastainSkillman | DCCM secured permitting through Polk County, SWFWMD and FDEP. Construction was completed in 2020. Prof. Services: \$131,000

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

BOBBY SHAHNAMI, PE, CXA, LEED AP BD+C

Principal-in-Charge; Senior Mechanical Engineer

Mr. Shahnam, President of SGM Engineering has extensive experience in program, business development, project, construction management and capable of managing several projects simultaneously in the fields of Mechanical, Plumbing, and Fire Protection Engineering. Having worked on over 3000 projects with SGM he has a clear understanding of the design and construction sectors. Mr. Shahnam has a diverse blend of public and private sector senior management and executive leadership experience providing creative strategic solutions to his clients and projects throughout his career.

His experience includes over \$5B in construction value. Additionally, Mr. Shahnam boasts over 26 years of experience in engineering and MEP quality control, and more than 17 years as a commissioning agent in the municipal sector. His experience also includes providing energy savings of 50% above ASHRAE 90.1 standards, has extensive hydronic and airside troubleshooting experience, and able to seamlessly link BACnet, LonTalk, Modbus and other common open protocol devices into a single system.

RELATED EXPERIENCE

- » City of Orlando CNG Maintenance Building | City of Orlando | Sr. Mechanical Engineer | \$525,000 | 5,600 SF
- » St. Petersburg & Clearwater Airport Maintenance Facility | St. Petersburg Airport | Sr. Mechanical Engineer | \$2.6M | 14,500 SF
- » SDOC Bus Maintenance Facility, Transportation West | School District of Osceola County | Sr. Mechanical Engineer | \$24M
- » Fleet Maintenance Facility | School District of Osceola County | Sr. Mechanical Engineer | \$16M
- » Sheriff's Department Fleet Management Center | Osceola County Government | Sr. Mechanical Engineer | \$300,000
- » North West Transportation Compound Emergency Generator | Marion County Public Schools | Sr. Mechanical Engineer | \$350,000
- » LYNX Paratransit | LYNX | Sr. Mechanical Engineer | \$3.8M
- » Magic Way Master Plan | Orange County Public Schools | Sr. Mechanical Engineer | \$750,000 | 128 Acres
- » Magic Way Fuel Station & Service Complex | Orange County Public Schools | Sr. Mechanical Engineer | \$998,000
- » Backup Data Center Design-Build | Central Florida Expressway Authority | Sr. Mechanical Engineer | \$1.2M | 1,500 SF
- » Hillsborough County Public Safety Operations Complex | Hillsborough County | Sr. Mechanical Engineer | \$26M | 77,500 SF

SGM

ENGINEERING



TITLE

President

REGISTRATION

FL Engineer #78419

ACG Certified
Commissioning
Authority

LEED Accredited
Professional Building
Design & Construction

YEARS EXPERIENCE

26 Years Total
Experience

26 Years with SGM

EDUCATION

BS in Mechanical
Engineering, University
of Central Florida

AVAILABILITY

45%

CITY OF RESIDENCE

Winter Park



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

JUSTIN MUNDELL, PE, RCDD

Senior Electrical Engineer

Mr. Mundell, Principal of SGM, has 21 years of experience in his field as an Electrical Engineer. His responsibilities include client service, design and engineering, planning, construction services, project delivery, and quality assurance. He has been involved in all aspects of new, renovation, addition, and modernization construction type projects from conceptual design to project closeout for Public and Private Clients throughout Central and South Florida.

His vast experience as an electrical engineer includes: project management, permitting, job costing, major purchases/subcontracts, submittals, scheduling, manpower loading, field coordination, change order estimating, technical assistance to field personnel, and project closeouts for the public and private sector. He is skilled in the design of electrical systems and has extensive experience with electrical renovations, alterations, and additions.

RELATED EXPERIENCE

- » City of Orlando CNG Maintenance Building | City of Orlando | Sr. Electrical Engineer | \$525,000 | 5,600 SF
- » St. Petersburg & Clearwater Airport Maintenance Facility | St. Petersburg Airport | Sr. Electrical Engineer | \$2.6M | 14,500 SF
- » SDOC Bus Maintenance Facility, Transportation West | School District of Osceola County | Project Manager | \$24M
- » Fleet Maintenance Facility | School District of Osceola County | Project Manager | \$16M
- » Sheriff's Department Fleet Management Center | Osceola County Government | Sr. Electrical Engineer | \$300,000
- » LYNX Guard Booths LOC and Kissimmee | LYNX | Project Manager | \$100,000
- » LYNX Paratransit | LYNX | Sr. Electrical Engineer | \$3.8M
- » North West Transportation Compound Emergency Generator | Marion County Public Schools | Sr. Electrical Engineer | \$350,000
- » Magic Way Master Plan | Orange County Public Schools | Sr. Electrical Engineer | \$750,000 | 128 Acres
- » Magic Way Fuel Station & Service Complex | Orange County Public Schools | Sr. Electrical Engineer | \$998,000
- » Backup Data Center Design-Build | Central Florida Expressway Authority | Sr. Electrical/Communications Engineer | \$1.2M | 1,500 SF
- » UCF CEM Fire Alarm Replacement | University of Central Florida | Sr. Electrical/Fire Alarm Engineer | \$688,000

SGM
ENGINEERING



TITLE

Principal

REGISTRATION

FL Engineer #70700

Registered
Communications
Distribution Designer

YEARS EXPERIENCE

21 Years Total
Experience

18 Years with SGM

EDUCATION

BS in Electrical
Engineering, University
of Central Florida

AVAILABILITY

45%

CITY OF RESIDENCE

Orlando

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

JERRY SCHNEIDER

Fire Protection Engineering

Mr. Schneider has over 34 years of plumbing and fire protection design/ construction administration experience for local and federal governments, K-12, higher education, commercial, institutional, health/science labs, clinics, student housing, and residential type projects throughout Florida. He is familiar with Florida's state and local code requirements, ASPE Guidelines, NFPA, and International Code Standards. He is knowledgeable in national building and fire codes as well as water-based fire extinguishing systems, smoke control systems, detection systems, and alarm systems

RELATED EXPERIENCE

- » LYNX Paratransit | LYNX | Plumbing/FP Engineering | \$3.8M
- » Sheriff's Department Fleet Management Center | Osceola County Government | Plumbing/FP Engineering | \$300,000
- » SDOC Bus Maintenance Facility, Transportation West | School District of Osceola County | Plumbing/FP Engineering | \$24M
- » Fleet Maintenance Facility | School District of Osceola County | Plumbing/FP Engineering | \$16M
- » Northwest Transportation Compound | Marion County Public Schools | Plumbing/FP Engineering | \$602,800
- » Design Build for New County Library Branch - St. Augustine | St. Johns County | Plumbing/FP Engineering | Est. \$7.5M | 20,000 SF
- » Public Safety Operations Center | Hillsborough County | Plumbing/FP Engineering | \$26M
- » Jacksonville Main Library Design & Retro-Commissioning | City of Jacksonville | Plumbing/FP Engineering | \$450,000 | 300,000 SF
- » Orange County Cultural Community Center | Orange County | Plumbing/FP Engineering | \$4.2M | 17,688 SF
- » Fort Lauderdale War Memorial Auditorium | City of Fort Lauderdale | Plumbing/FP Engineering | \$1.8M | 40,000 SF
- » Internal Operations Center II Chiller Replacement | Orange County Government | Plumbing/FP Engineering | \$400,000
- » Public Works Administration EOC Building HVAC Renovation | City of Fort Lauderdale | Plumbing/FP Engineering | \$3.5M
- » Orange County Courthouse Complex Upgrades | Orange County Government | Plumbing/FP Engineering | \$7M | 1,127,200 SF
- » Corrections Government Office Chiller Expansion | Orange County Government | Plumbing/FP Engineering | \$3.5M | 300,000 SF

SGM
ENGINEERING



TITLE

Office Director - Tampa Division

YEARS EXPERIENCE

34.5 Years Total Experience

17.5 Years with SGM

EDUCATION

Autodesk Training for Building Systems

AVAILABILITY

45%

CITY OF RESIDENCE

Tampa

SGM
ENGINEERING

Orlando
Miami
Tampa
Jacksonville



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



FULLONE
STRUCTURAL
GROUP, INC

2253 CENTRAL AVENUE, #105
ST. PETERSBURG, FL. 33713
PHONE: (727) 577-2222

Joseph P. Fullone, P.E., S.I., C.G.C. | President

Principal Structural Engineer

Joseph Fullone, founder of Fullone Structural Group, Inc., established the firm in 2008. He has extensive experience in both construction and structural engineering. He utilizes his knowledge and years of experience from the construction industry to provide clients with both structurally sound and economical designs.

Registration:

Professional Engineer – Florida – #67563
Special (Threshold) Inspector – Florida – #7026832
Certified General Contractor – Florida – CGC1513917
Professional Engineer – Alabama – #31856-E
Professional Engineer – Pennsylvania – #PE082040
Professional Engineer – Georgia – #PE038854
NCEES Records Holder – #37515

Education:

University of South Florida - Bachelor of Science in Civil & Environmental Engineering

Experience:

28 Years Experience in Construction & Structural Engineering – 16 years as President of Fullone Structural Group

Select Projects:

	Size	Location
Mill Run Park – Fire Station	12,750sf	Kissimmee, FL
Eaton Park – Fire Rescue	11,760sf	Lakeland, FL
Moore Road – Fire Station	11,760sf	Lakeland, FL
Apopka – Fire Station #6	8,065sf	Apopka, FL
Masterpiece – Fire Station	11,760sf	Lake Wales, FL
Marion County – EMS Prototype	20,450sf	Ocala, FL
Watkins Road – Fire Rescue Station	11,760sf	Haines City, FL
Galloway – Fire Station	11,760sf	Lakeland, FL
Loughman – Fire Station	11,760sf	Davenport, FL
Nalcrest – Fire Station	11,760sf	Lake Wales, FL
Frostproof – Fire Station	11,760sf	Frostproof, FL
Winter Haven – Fire Station #3	11,620sf	Winter Haven, FL
Kathleen Road – Sleepy Hill Fire Station (Polk County Prototype)	11,760sf	Lakeland, FL
West Wildwood – Fire Station	8,142sf	Wildwood, FL
Mulberry Park – Fire Station	8,800sf	Mulberry, FL
Apopka – Fire Station #5	8,900sf	Apopka, FL
Marion Creek – Fire Station	8,500sf	Poinciana, FL
NOAA MRO Hangar – Lakeland Linder Airport – Cat. IV – Exp. D	110,000sf	Polk County, FL
Sumter County Sheriffs Impound Yard	6,000sf	Sumter County, FL
Sumter County 911 Call Dispatch Center – Reno	3,000sf	Sumter County, FL
Sumter County Sheriff's Heliport & Hangar	5,000sf	Sumter County, FL
Sumter County Fire Logistics	5,000sf	Sumter County, FL
City of St Pete Police Department – Training Facility	15,000sf	Pinellas County, FL
Tampa Police Department – Firing Range, Classrooms & Shoot House	70,000sf	Tampa, FL
Pinellas County Sheriff's – Firing Range, Classrooms & Shoot House	55,100sf	Pinellas, FL

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



LEIGH ANN LUNZ PLA

Principal, Landscape Architect

Leigh Ann Lunz is a registered landscape architect with more than 15 years of extensive experience in landscape design, master site planning, and urban design. Over the course of her career, she has worked on many project types such as force protection, streetscapes, park design, academic campuses, and community design and master planning. She combines an extensive knowledge and passion of plant materials and for the history of landscape architecture to create designs that evolve from a site's cultural and physical environment. As principal of the firm, she actively participates in all aspects of the design process including conceptual design, program analysis, design development, client presentations, construction documentation, and construction observation.

EDUCATION

Purdue University, Bachelor of Science in Landscape Architecture

Purdue University,
Associate in Horticulture

CREDENTIALS

Florida Registered Landscape Architect: LA6667086

YEARS OF EXPERIENCE

23

YEARS WITH DIRT

17

OFFICE LOCATION

Lakeland, FL

ANTICIPATED AVAILABILITY

60%

RELATED EXPERIENCE

- Polk County Roads and Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff Burnham-McCall Training Center; Bartow, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk Regional Water Cooperative Water Processing Facility; Polk County, FL
- Polk County Fire Training Center; Polk County, FL
- Winter Haven Fire Station No. 3; Winter Haven, FL
- Masterpiece Road Fire Station; Haines City, FL
- Watkins Road Fire Rescue Station; Haines City, FL
- Frostproof Fire Station; Frostproof, FL
- Moore Road Fire Rescue Station; Lakeland, FL
- Mulberry Fire Rescue Station; Mulberry, FL
- Haines City Fire Station; Haines City, FL
- Galloway Fire Station; Polk County, FL
- Titusville Transfer Station; Titusville, FL

ADDITIONAL EXPERIENCE

- Apopka Fire Station No. 5; Apopka, FL
- Eckerd College Athletic Complex & Fields Master Plan; St. Petersburg, FL
- Lakeland Fire Station No. 7/ARFF (Two Globe Rating)*; Lakeland, FL
- Kissimmee Fire Station No. 15 / ARFF Design; Kissimmee, FL
- University of Florida Nano-Scale Building; Gainesville, FL
- University of Florida Graham Center; Gainesville, FL
- Saint Leo NCAA Lacrosse/Soccer Stadium and Parking Garage***; Saint Leo, FL
- Lakeland Regional Health I-4 & Kathleen Road Medical Office Building; Lakeland, FL
- Sun N' Fun Project Skylab; Lakeland, FL
- Plant City Tournament Management Facility; Plant City, FL
- East Bushnell Fire Station No. 11; Bushnell, FL
- City of Wildwood Fire Station; Wildwood, FL
- City of Sanford Fire Station No. 40; Sanford, FL
- Summit Consulting Headquarters & Parking Garage; Lakeland, FL

Green Globes Project *Designed to LEED Silver Criteria*



JOHN HOIBRATEN, JR., LEED AP

PRESIDENT, BLUE CORD PROFESSIONAL SERVICES

ROLE IN CONTRACT

Cost Estimating / QA/QC

YEARS EXPERIENCE

7 Years with Blue Cord
20 Years with Other Firms

EDUCATION

Brevard Community College
Florida Community
College of Jacksonville 1995-
1997

CERTIFICATIONS

CGC (FL #1522733)
LEED Accredited Professional
SWPPP

John has more than 27 years' relevant knowledge of the construction industry, spanning from construction management of hard bid projects to design-build projects as a project manager. He has been with Blue Cord since 2018 as the Vice President of Construction and the President of our Professional Services Division. Mr. Hoibraten is certified as a LEED-Accredited Professional and is licensed as a General Contractor.

John's role in Professional Services include attending design meetings and providing cost and construction input, providing cost estimates, providing construction narratives, QA/QC of construction documents, providing construction schedule and schedule reviews, submittal reviews and on-site inspections.

RELEVANT EXPERIENCE

- Orange County Public Schools, Continuing Contract (2017-2021): Provide qualified assistance in pricing and complete of projects within OCPS. Annual contract that was renewed for multiple years. Blue Cord canceled in April 2021 to pursue other opportunities through Capital Planning.
- Orange County Public Schools, 5-Site HVAC - Matern Engineering
- University of Central Florida
- Orange County Convention Center, Meeting Room Renovations, Orlando, FL: As consultant to ADC International, Blue Cord is providing project schedules and cost estimates, as well as construction narrative, plan reviews, and onsite construction reviews.
- Orange County Utilities Operations Center East, Orlando, FL: As consultant to Rhodes + Brito Architects, Blue Cord is performing cost estimating services, constructability reviews at each design phase, and quality control efforts for this \$20 million, 82,000 SF project.
- Camping World Stadium Renovation, Orange County, Orlando, FL: As a consultant to HNTB, Blue Cord provided QA/QC of construction documents and ongoing site inspection of the construction progress.



TAB 4

IS THE FIRM A “POLK COUNTY
ENTITY”?

IS THE FIRM A “POLK COUNTY ENTITY”?

LOCATION + CAPACITY

Our teams below are currently working on a multitude of projects within the state of Florida throughout various counties. The proposed personnel listed in the submittal shall be available and assigned to this project. We are able to begin working immediately on the project needs and the individuals in the submittal shall be available for tasks as assigned.

All elements of work will be provided in the state of Florida at each firms’ respective locations, listed below. Each firm will visit the site or attend meetings with the client as defined by the needs for this project.

The Lunz Group - HQ

58 Lake Morton Drive
Lakeland, Florida 33801
Years in Operation: 37
Employees: 27

The Lunz Group Celebration

615 Celebration Ave
Celebration, Florida 34747
Years in Operation: 7
Employees: 1

Chastain Skillman | DCCM

205 E Orange Street, Suite 110
Lakeland, FL 33801
Years in Operation: 74 Years
Employees: 50+

Fullone Structural Group

2253 Central Ave #105
St. Petersburg, FL 33713
Years in Operation: 17
Employees: 6

DIRT

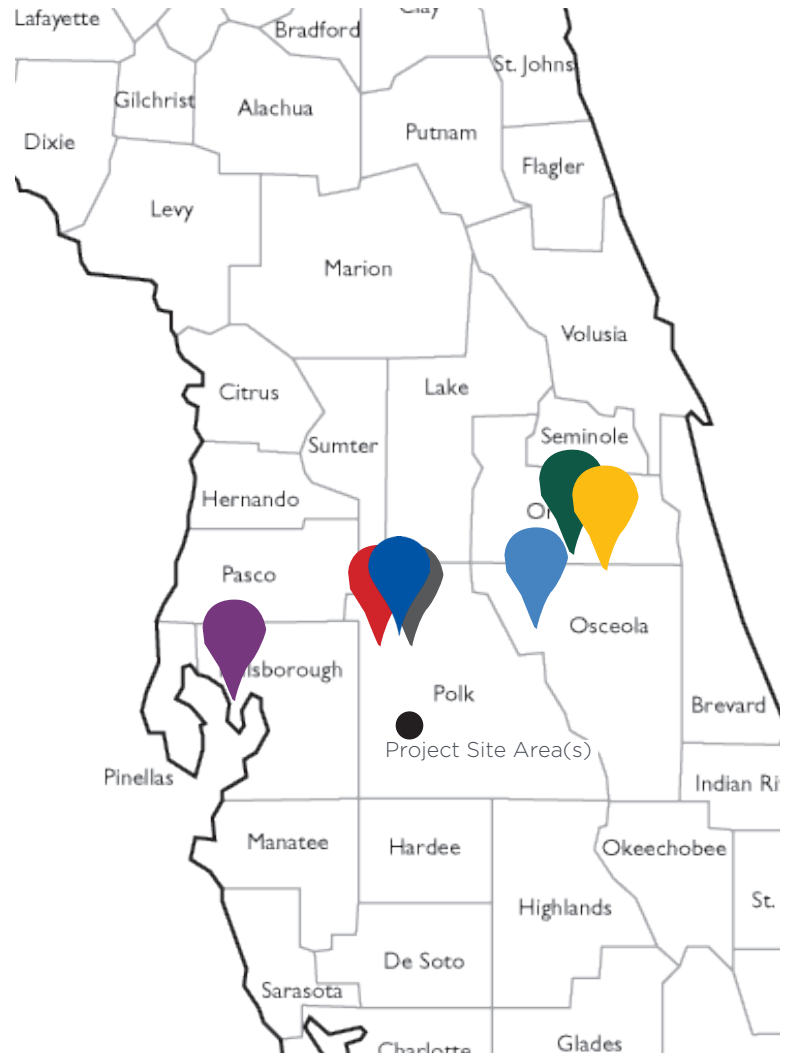
922 Fairlington Drive
Lakeland, FL 33813
Years in Operation: 17
Employees: 1

SGM Engineering

935 Lake Baldwin Ln
Orlando, FL 32814
Years in Operation: 33+
Employees: 63

Blue Cord

835 Bennett Road, Suite 100
Orlando, FL 32803
Years in Operation: 14
Employees: 40



POLK COUNTY LOCAL BUSINESS TAX RECEIPT	
ACCOUNT NO. 59	CLASS: B+
EXPIRES: 09/30/2024	
OWNER NAME	LOCATION
BRADLEY T LUNZ	58 LAKE MORTON DR LAKELAND
BUSINESS NAME AND MAILING ADDRESS	CODE ACTIVITY TYPE
THE LUNZ GROUP THE LUNZ GROUP 58 LAKE MORTON DR LAKELAND, FL 33801344	840010 ARCHITECT PROFESSIONAL LICENSE (IF APPLICABLE)
OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE PROMINENTLY DISPLAYED AT THE BUSINESS LOCATION
PAID - 1695537 08/14/2023 OPY OLP 57.75	THE LUNZ GROUP



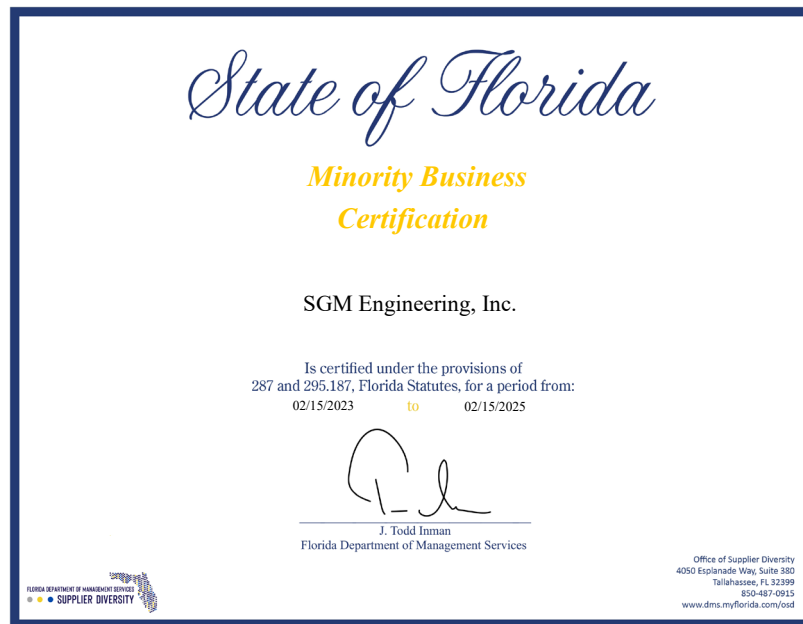
TAB 5

IS THE FIRM A “CERTIFIED
WOMAN OR MINORITY
BUSINESS ENTERPRISE”

IS THE FIRM A “CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE”

The Lunz Group is not a Certified Woman or Minority Business Enterprise. However, The Lunz Group recognizes the importance of diversity and inclusion in today’s business landscape and are dedicated to supporting and empowering underrepresented groups in our field. By embracing diversity in all its forms, we aim to contribute to a more equitable and inclusive economy, where every individual has the opportunity to thrive. We actively seek opportunities to collaborate with minority and women-owned businesses when possible; in this case, we would collaborate with Polk County to actively seek a MWBE certified GC/CMAR and/or work with the GC/CMAR to utilize local MWBE certified suppliers/vendors.

Our MEPFP Engineering team, SGM Engineering, is a Certified Minority Business Enterprise. Our firms have collaborated closely on a multitude of projects over the years. See their certificate below.



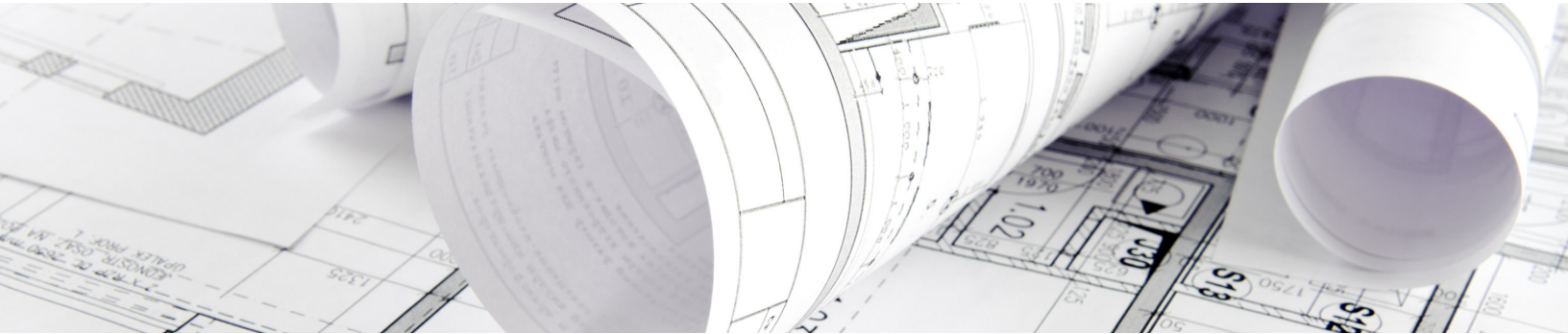


TAB 6

INTERACTION WITH COUNTY
AND REGULATORY AGENCY
STAFF

INTERACTION WITH COUNTY AND REGULATORY STAFF

INTERACTION WITH POLK COUNTY | Our team's combined municipal experience in consultation, design, administration, permitting, governing regulations and construction phase services gives us the specific understanding of how to work with our regulatory agencies, facilities management, the sheriff's office, department divisions, elected officials and stakeholders, as well as the local community. Our attention to detail and ability to fast-track submission often means much less time in the permitting process – meaning a quicker project start-up for construction. Our decades of experience working with the County have provided us with the knowledge and understanding of working with Polk County facilities, elected officials and stakeholders and regulatory agencies in the County.



EXPERIENCE WITH AGENCIES | The Lunz Group's more than 30 year working relationship with Polk County has given us the knowledge and experience in working with our local regulatory agencies. Our team has the experience and working relationships within the County as it relates to the several aspects of a project, including permitting, construction, applications, consultation, governing regulations, SWFWMD and more. We consider ourselves to be an extension of the municipality's staff and are committed to the success of the projects we take on.





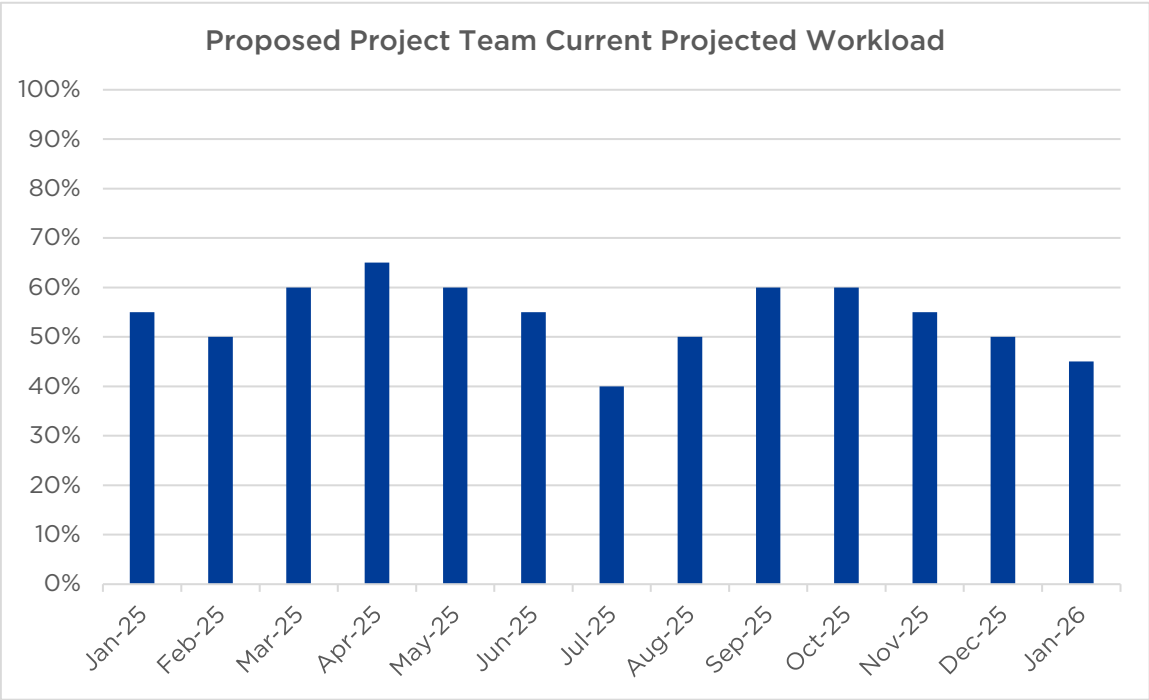
TAB 7

TIMELY COMPLETION OF PROJECTS

TIMELY COMPLETION OF PROJECTS

CURRENT & FUTURE WORKLOAD

Built with a staff of more than 24 degreed professionals, The Lunz Group team includes six (6) licensed architects alongside additional staff composed of designers, technical personnel and a dedicated administrative staff. Our team also maintains additional certifications and professional affiliations beyond professional licensure including one (1) LEED AP and one (1) Registered Residential Contractor. Not only that, but our team members are invested in our communities as well, serving on various committees, community boards and chairing local organizations for numerous causes and community development efforts. With this level of staffing, we have the capability to successfully accommodate several projects simultaneously. Below is an estimated projected workload that is tentative and subject to change.



KEY PERSONNEL ANTICIPATED AVAILABILITY

- Greg Selvidge, Senior Project Manager | Anticipated 50% Availability
- Stacy Witschen, Project Architect | Anticipated 70% Availability
- Trent Chamberlain, Senior Project Architect, QC | Anticipated 5% Availability
- Bradley T. Lunz, Principal In Charge | Anticipated 10% Availability
- Craig Fennig, Managing Director | Anticipated 5% Availability
- Production Staff Design Support | Anticipated 100% Availability

Our team meets regularly with our consultants to discuss the status of the project. The Project Manager conducts a weekly walk-through of tasks to be completed for the following week to ensure tasks are being managed and completed on schedule. Specifically, timeline schedule charts and budget analysis are discussed; near-term deliverables are defined. This process alerts the team to tasks that are pending or falling behind schedule so that steps can be planned to bring those tasks back to schedule compliance. Our Leadership team meets weekly for resource planning. During all phases of the project, our team tracks budget adherence and assures quality, to ensure the county is receiving an exceptional attention and all efforts are made to ensure expectations are met and there is a timely completion.



TAB 8

SURVEYS OF PAST PERFORMANCE

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Steve McMillan (Name of Person completing survey)
Polk County (Name of Client Company/Contractor)
Phone Number: 863.534.5511 Email: stevemcmillan@polk-county.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Polk County Roads & Drainage Office Annex

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: \$275,000 Ending Cost: \$275,000

Contract Start Date: 2018 Contract End Date: 2020

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Steve McMillan (Name of Person completing survey)
Polk County (Name of Client Company/Contractor)
Phone Number: 863.534.5511 Email: stevemcmillan@polk-county.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Polk County Utilities Operations

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: \$423,000 Ending Cost: \$423,000

Contract Start Date: 2016 Contract End Date: 2018

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Hye (Jay) Kwag (Name of Person completing survey)

City of Plant City (Name of Client Company/Contractor)

Phone Number: 813.365.4929 Email: hkwag@plantcitygov.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Utilities and Solid Waste Department Facility

Name of Vendor being surveyed: The Lunz Group


Cost of Services: Original Cost: 290,550 Ending Cost: TBD

Contract Start Date: November 2023 Contract End Date: Est. February 2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	NA
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Hye (Jay) Kwag

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 24-273, Professional Architectural & Engineering Service for the Polk County
Utilities Division Northeast Regional Warehouse-Operations Building/Fleet Campus.

To: Steve Majko (Name of Person completing survey)

City of Pinellas Park (Name of Client Company/Consultant)

Phone Number: 727.369.5662 Email: smajko@pinellas-park.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Pinellas Park Public Works

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: _____ Ending Cost: \$4.9M

Contract Start Date: 2017 Contract End Date: 2018

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	7
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	7
4	Professionalism and ability to manage	(1-10)	7
5	Close out process	(1-10)	7
6	Ability to communicate with Client's staff	(1-10)	6
7	Ability to resolve issues promptly	(1-10)	7
8	Ability to follow protocol	(1-10)	8
9	Ability to maintain proper documentation	(1-10)	7
10	Appropriate application of technology	(1-10)	6
11	Overall Client satisfaction and comfort level in hiring	(1-10)	7
12	Ability to offer solid recommendations	(1-10)	6
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	8

Printed Name of Evaluator Steve Majko

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com

Cultivating Communities.

We are passionate about utilizing our highly-interactive design process to work with our clients to develop unique and effective design solutions for projects of all scales and complexities. As experts in designing projects for various market sectors, we combine our experience and problem-solving skills to provide our clients the best service and execute a successful final product.



May 19, 2025

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830

RE: RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility
TLG Project No. 24189.01

Dear Procurement Division:

Thank you for inviting The Lunz Group to provide our proposal for professional services to Polk County ("Client"). The Lunz Group looks forward to partnering and collaborating with you and your team to develop Mulberry Roadway Maintenance Facility, located in Winter Haven, Florida. Upon your review of our qualifications, we are confident you will conclude our project team has the required expertise to ensure a successful project outcome. We look forward to the opportunity to discuss our proposal with you and your team at your earliest convenience.

Approach + Methodology

At The Lunz Group, we approach every project the same way: by listening. We listen to your vision, goals, and challenges. We ask the pivotal questions to ensure your investment meets you at a higher value. We recognize values beyond the mere built environment, emphasizing the importance of your vision. Prior to the design process, we work closely with you to identify and address any anticipated or existing obstacles.

Understanding your needs and expectations forms the foundation of our approach. Not every project is one-size-fits-all. We compose the right team around your project's needs. Our agility, adaptability, and collaborative spirit enables us to pivot swiftly and effectively. Our expertise is in identifying where the value of your budget should go. We ensure transparent communication and effective resource allocation, always keeping your vision at the forefront. Throughout the project lifecycle, we foster collaboration and partnership, measuring our success together.

The Lunz Group is comprised of design thinkers; we integrate our passion and technical expertise in everything we do. Our team focuses on innovative problem-solving by leveraging technology and providing a human-centered design approach. We seek to create environments not only to fulfill functional requirements, but also to enhance the quality of life for users. Throughout our proposed services, The Lunz Group will engage closely with the client in various capacities, which may include design charrettes, biweekly check-in meetings, and comprehensive review periods for design documents, tailored to suit the project's unique needs.

We provide full-service design, documentation, and quality control services driven by our unwavering commitment to our work and our clients. At The Lunz Group, success is defined by exceeding our client's expectations, delivering designs that create solutions and buildings that last beyond our lifetime.

Project Understanding

We understand Polk County is seeking professional architectural and engineering design, documentation and administration services associated with the new Roads and Drainage Division Mulberry Roadway Maintenance Facility. The project shall be located on an undisturbed site adjacent to the County's current Roadway Maintenance Office at 3000 Sheffield Road, Winter Haven, located between Bartow and Winter Haven. In order to better serve the citizens of Polk County, it has been determined the existing Roadway Maintenance facility should be closed and a new replacement facility be constructed on this site. The site is currently owned by the County and is conveniently adjacent to a County fueling station and other Roadway Maintenance offices and activities. The project site is located at the southwest corner of a 50-acre property. This portion of the property is currently vacant and wooded and totals approximately 8 acres. The project program consists of three standalone buildings, which include 3,311 square feet office building, 6,616 square feet maintenance building and a 10,368 square feet vehicle storage building along with 42 parking spaces, 5 uncovered equipment parking spaces and a 45 foot vehicle turning radius incorporated in the new parking field. The estimated total project cost is \$7,250,000.00. The vertical building construction estimate is \$3,800,000.00. Our base fee is based on this assumption

of \$3,800,000.00. If the project construction (excluding site costs) is greater than \$4,000,000.00, the base building design fee shall be increased by multiplying 7% by cost over \$4,000,000.00.

Scope of Services

Architectural and consultants services are to include design/documentation and administration of the project from concept to completion. Architecture and interior design/documentation will be performed by The Lunz Group. Civil/Landscape/geotechnical, structural, MEP/FP engineering and cost estimating will be performed by consultants to The Lunz Group. The architect's estimator consultant will develop a cost estimate at the end of each design phase. The architect and consultants will provide Pre-Design, Schematic Design, Design Development, Construction Document/Permitting, Bidding and Construction Administration phase services.

Additional basic scope of services include:

- Attend and participate in all design progress/review meetings.
- Participate in all modeling reviews and reporting.
- Provide constructability design reviews and reporting.
- Participate in all value engineering design reviews and reporting (as an additional service.)
- Participate in master project scheduling and reporting services.
- Participate and provide all site and buildings permitting signed and sealed Document Services.
- Participate in all pre-construction and construction progress coordination meetings.
- Coordinate and participate in all closeout documentation requirements and meetings.
- Provide bidding assistance review services.
- Attend all bid related meetings.
- Provide review of all bid tabulation results and a GMP.
- Participate and provide all site and buildings permitting signed and sealed document services.
- Provide all design and sub consulting services.
- Participate in all pre-construction and construction progress coordination meetings.
- Coordinate and participate in all closeout documentation requirements and meetings.
- Provide complete design documents and specifications.

Time Schedule for Services

Start-Up Time: Two (2) of weeks after receipt of pre-design information, written authorization to proceed, and initial payment.

I – Pre-Design Services: Two (2) of weeks.

- Architectural 11 x 17 Pre-Design Presentation
- Civil Engineering
 - Civil Preliminary Activities
- Cost Estimation – As additional service

Plus time for Client Review, Approval, and Authorization to Proceed.

II – Schematic Design Phase Services: Eight (8) of weeks.

- 50% Schematic Design Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Schematic Design Issuance
- Cost Estimation – As additional service

Plus time for Client Review, Approval, and Authorization to Proceed.

III – Design Development Phase Services: Twelve (12) of weeks.

- 50% Design Development Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Design Development Issuance
- Cost Estimation – As additional service

Plus time for Client Review, Approval, and Authorization to Proceed.

IV – Construction Documents/Permitting Phase Services: Fourteen (14) of weeks.

III – Design Development Phase Services: Twelve (12) of weeks.

- 50% Design Development Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Design Development Issuance
- Cost Estimation – As additional service

Plus time for Client Review, Approval, and Authorization to Proceed.

IV – Construction Documents/Permitting Phase Services: Fourteen (14) of weeks.

- 50% Construction Documents Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Construction Documents Issuance
- Cost Estimation – As Additional Service

Plus time for Client Review, Approval, and Authorization to Proceed.

V – Bidding Or Negotiation Phase Services: Eight (8) of weeks

Plus time for Client Review and Award on Construction Contract.

VI – Construction Phase Services: Fifty-Two (52) of weeks

VII – Post Completion Services: Zero (0) of weeks

Compensation for Professional Services

The Lunz Group will provide professional services on a lump sum basis. Client shall pay The Lunz Group a fee of **\$556,277.00**. Invoices shall be issued monthly based on a percent complete basis or hours executed. Changes to the scope of work including changes to previously approved documents, project schedule, project scope, or scope of services will result in additional services. The additional services will be performed at the hourly rates below or for an agreed upon lump sum.

Lump Sum Fee Breakdown

Architectural & Engineering

a. Concept Design	\$ 8,000.00
b. Schematic Design	\$ 28,000.00
c. Design Development	\$ 67,000.00
d. Construction Documentation	\$ 86,500.00
e. Bidding/ Permitting Phase Services	\$ 6,500.00
f. Construction Administration Phase Services	\$ 73,500.00

Base Building Design Fee Sub-Total: \$269,500.00

Site Design

g. Survey for Underground Utilities (SUE)	\$ 9,130.00
h. Geotechnical Engineering	\$ 12,647.00
i. Site Coordination	\$ 21,000.00
j. Preliminary Engineering Layout Design	\$ 10,120.00
k. Engineering Design Phase Services	\$ 102,120.00
l. Wash Down Station Design	\$ 14,060.00
m. Utility Coordination	\$ 3,500.00
n. Project Manual/ Bid Documents	\$ 9,880.00
o. Permit Phase Services	\$ 26,080.00
p. Limited Construction & Final Certification Services	\$ 28,240.00

Site Design Sub-Total \$236,777.00

Architect/ Civil Engineering Fee Sub-total: \$506,277.00

Allowances and Additional Services

q. Allowances	\$50,000.00
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Allowance Sub-Total \$50,000.00

Total Fee with Allowances \$556,277.00

- Gopher Tortoise Relocation/ Permitting
- Geotechnical Engineering
- Impact Fee Analysis
- Cost Estimation

Reimbursable Expenses

Reimbursable Expenses are expenses incurred by The Lunz Group and The Lunz Group's consultants that are not included in the fee shall be billed per Polk County Policy.

Fast Track Process

In the event the Client chooses to take advantage of the potential time and cost savings benefits of fast-track processes, Client acknowledges that it has been advised that the Project will be affected. Some of the effects include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated Construction Documents for permitting, bidding, and construction purposes. Client acknowledges that the Project will likely require associated coordination, design, and redesign of parts of the Project after Construction Documents are issued and the Construction Contract is executed and may require removal of work-in-place, all which events may cause an increase in the Cost of the Work and/or an extension of the Project construction schedule. Therefore, Client acknowledges the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from fast-track processes.

Design Approval

Client shall designate a project manager as the main contact of Client for communication with The Lunz Group in relation to this Project. Client shall immediately notify The Lunz Group in writing of any change to the project manager and/or their contact information Client's project manager shall have the authority to administer all aspects of this Contract on behalf of Client. Client's project manager shall attend all project meetings with The Lunz Group, especially the initial kick-off meeting, and shall ensure that any other members of Client's staff required for approvals are also in attendance at the initial kick-off meeting. Revisions to The Lunz Group's design consulting documents required to accommodate comments provided by Client's staff not in attendance at the initial kickoff meeting shall be compensated as an Additional Service, unless agreed otherwise by The Lunz Group.

Submitted by:



Signature

Bradley T. Lunz, AIA, NCARB

Printed Name

President & CEO, The Lunz Group

Title

May 15, 2025

Date

EXHIBIT Bi

SCOPE OF SERVICES

Consultant intends to provide programming and complete architectural and engineering services, see Exhibit Bii for project specific scope of services.

Consultant's services will be as specifically described below:

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including:

- 1.1.1. Project Decision Structure
- 1.1.2. Project Directory
- 1.1.3. Consultation
- 1.1.4. Research
- 1.1.5. Communications; Meeting Minutes, Meeting Agendas (For meetings called by Consultant during the Design phases of the project)
- 1.1.6. Direction of the work of architectural, engineering and other consultant personnel

1.2. Disciplines Coordination/Document Checking consisting of:

- 1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.
- 1.2.2. Review and checking of documents prepared for the Project by the Consultant and the Consultant's Consultants.

1.3. Agency Consulting/Review/Approval services, including:

- 1.3.1. Agency consultants
 - 1.3.1.1. County agencies
 - 1.3.1.2. Regional agencies
 - 1.3.1.3. State agencies
- 1.3.2. Research of critical applicable regulations.
- 1.3.3. Preparation of written and graphic explanatory materials.

1.4. Owner Coordination, including:

- 1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

- 1.5.1. Participate in establishment and updating of design schedule in conjunction with CM for the performance of the Architect's services throughout the design of the project. Key decision making points will be identified on this schedule.

- 1.6. **Presentation services** consisting of presentations and recommendations by the Consultant to the following client representatives:

- 1.6.1. Board of County Commissioners
- 1.6.2. Executive Task Force
- 1.6.3. User group(s)
- 1.6.4. Construction Manager/Contractor

PHASE I PROGRAMMING & MASTER PLANNING

2. NEEDS ASSESSMENT/ DATA COLLECTION

2.1. Space Needs Assessments

- 2.1.1. Parking Analysis

2.2. Analysis of the site and its surroundings to include the following:

- 2.2.1. Land Utilization
- 2.2.2. Building locations
- 2.2.3. Utility Systems
- 2.2.4. Surface and subsurface conditions (By Owner)
- 2.2.5. Vegetation (By Owner)
- 2.2.6. Survey (By Owner)
- 2.2.7. Land Use Restrictions
- 2.2.8. Historical analysis
- 2.2.9. Stormwater retention/detention areas

3. FUNCTIONAL PROGRAMMING

- 3.1. Prepare a detailed architectural program based on the scope established in Phase I to include the following services:

- 3.1.1. Functional Requirements Analysis
- 3.1.2. Interior Development Guidelines
- 3.1.3. Space Standards
- 3.1.4. Preliminary Program Space Estimates
- 3.1.5. Space and Equipment Program
- 3.1.6. Special Building System Requirements
- 3.1.7. Micro-Adjacency Requirements
- 3.1.8. Prepare Final Draft Program
- 3.1.9. Prepare Final Program Report

~~4. Intentionally Omitted~~

- ~~4.1.1~~

PHASE II: DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

5. DESIGN SERVICES

5.1. Architectural Design/Documentation:

- 5.1.1. During the Schematic Design Phase, responding to program requirements and preparing:
 - 5.1.1.1. Conceptual Planning/Massing Options
 - 5.1.1.2. Final Conceptual Site and Building Plans
 - 5.1.1.3. Preliminary Sections and Elevations
 - 5.1.1.4. Preliminary Selection of Building Systems and Materials
 - 5.1.1.5. Development of Approximate Dimensions, Areas and Volumes
 - 5.1.1.6. Perspective sketch – eye level
 - 5.1.1.7. Study model
- 5.1.2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - 5.1.2.1. Plans, sections and elevations
 - 5.1.2.2. Typical construction details
 - 5.1.2.3. Three-dimensional sketch
 - 5.1.2.4. Study model
 - 5.1.2.5. Final materials selection
 - 5.1.2.6. Equipment layouts
- 5.1.3. During the Contract Documents phase consisting of preparation of Drawings and specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

5.2. Structural Design/Documentation:

- 5.2.1. During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
 - 5.2.1.1. A structural system
 - 5.2.1.2. Alternate structural systems, if required
- 5.2.2. During the Design Development phase consisting of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:
 - 5.2.2.1. Basic structural system and dimensions
 - 5.2.2.2. Final structural design criteria

5.2.2.3.Foundation design criteria

5.2.2.4.Preliminary sizing of major structural components

5.2.2.5.Critical coordination clearances

5.2.3. During the Contract Documents phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.

5.3. Mechanical Design/Documentation:

5.3.1. During the Schematic Design phase, prepare a narrative, consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

5.3.1.1.Energy source(s)

5.3.1.2.Energy conservation and controls system concepts

5.3.1.3. Heating and ventilating (systems selections and conceptual sizing and configuration analysis.)

5.3.1.4. Air conditioning (systems selections and conceptual sizing and configuration analysis.)

5.3.1.5.Plumbing

5.3.1.6.Fire protection

5.3.1.7.General space requirements

5.3.2. During the Design Development phase consisting of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:

5.3.2.1.Approximate equipment sizes and capacities

5.3.2.2.Preliminary equipment layouts

5.3.2.3.Required space for equipment

5.3.2.4.Required chases and clearances

5.3.2.5.Acoustical and vibration control

5.3.2.6.Visual impacts

5.3.2.7.Energy conservation measures

5.3.3. During the Contract Documents phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

5.4. Electrical Design/Documentation

5.4.1. During the Schematic Design Phase, prepare a narrative, consisting of consideration of alternate systems, recommendations regarding basic

electrical materials, systems and equipment, analyses, and development of conceptual solutions for:

5.4.1.1.Power service and distribution

5.4.1.2.Lighting

5.4.1.3.Communication and data infrastructure and outlet location systems

5.4.1.4.Fire detection and alarms

5.4.1.5.General space requirements

5.4.1.6.Audio/Visual systems

5.4.2. During the Design Development phase consisting of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:

5.4.2.1.Criteria for lighting, electrical and communications systems

5.4.2.2.Approximate sizes and capacities of major components

5.4.2.3.Preliminary equipment layouts

5.4.2.4.Required space for equipment

5.4.2.5.Required chases and clearances

5.4.3. During the Contract Documents phase, consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the electrical requirements for the Project.

5.5. Civil Design/Documentation:

5.5.1. During the Schematic Design phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:

5.5.1.1.On-site utility systems

5.5.1.2.Fire protection systems

5.5.1.3.Drainage systems

5.5.1.4.Paving

5.5.2. During the Design Development phase consisting of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.

5.5.3. During the Contract Documents phase, consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.

5.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater/Environment Management (Local, State, and Federal) shall be prepared for execution by the Owner. Permit applications to be paid by

Owner. All necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. County shall designate individual who has authority to sign permit applications.

5.6. Landscape Design/Documentation:

- 5.6.1. During the Schematic Design phase, prepare narrative conceptual design solutions, which will be developed for land forms, hardscape, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
- 5.6.2. During the Design Development phase, Schematic Design documents will be further developed including outline Specifications and materials lists to establish final scope and preliminary details for landscape work.
- 5.6.3. During the Contract Documents phase, the Drawings and Specifications based on approved Design Development documents, setting forth in detail the landscape and hardscape construction requirements for the Project will be prepared.

5.7. Interior Design/Documentation:

- 5.7.1. During the Schematic Design phase consisting of space allocation and departmental utilization plans based on functional relationships:
 - 5.7.1.1. Types and qualities of finishes and materials for furniture, furnishings, and equipment.
- 5.7.2. During the Design Development phase consisting of continued development and expansion of interior Schematic Design documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:
 - 5.7.2.1. Interior construction of the Project
 - 5.7.2.2. Special interior design features
 - 5.7.2.3. Space planning
 - 5.7.2.4. Materials, finishes and colors
 - 5.7.2.5. Furniture and equipment layouts
- 5.7.3. During the Contract Documents phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.

5.8. Environmental Graphic Design Services: The scope shall include interior and exterior sign types and graphic elements to provide a comprehensive and cohesive signage and wayfinding system for users of the facility.

5.8.1. Design Development:

- 5.8.1.1. Consider design approaches; determine elements needed for identity, information and wayfinding.

- 5.8.1.2.Begin development of sign prototypes.
 - 5.8.1.3.Develop preliminary location plans.
- 5.8.2. Construction document preparation.
- 5.8.3. Construction observation and submittal review.
- 5.8.4. Interior sign types to include:
 - 5.8.4.1.Primary room ID (changeable name inserts in some locations).
 - 5.8.4.2.Restroom ID.
 - 5.8.4.3.Stairway ID and stairway level ID.
 - 5.8.4.4.Building Code required ID.
 - 5.8.4.5.Fire exit plan.
 - 5.8.4.6.Building directories.
- 5.8.5. Exterior sign types include:
 - 5.8.5.1.Main entrance identification.
 - 5.8.5.2.Vehicular directional.
 - 5.8.5.3.Regulatory / Warning identification.
 - 5.8.5.4.Parking areas; handicap parking, authorized vehicles, visitor parking, etc.

5.9. Materials Research/Specifications:

- 5.9.1. During the Schematic Design phase consisting of:
 - 5.9.1.1.Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
 - 5.9.1.2.Investigation of availability and suitability of alternative materials, systems and equipment.
- 5.9.2. During the Design Development phase consisting of activities by in-house personnel in:
 - 5.9.2.1.Development of architectural and engineering project specific draft Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.
 - 5.9.2.2.Coordination of similar activities of other disciplines.
 - 5.9.2.3.Production of design manual including design criteria and outline specifications or material lists.
- 5.9.3. During the Contract Documents phase consisting of activities of in-house architectural personnel in:
 - 5.9.3.1. Review of the development and preparation of bidding and procurement information prepared by the Construction Manager.

- 5.9.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).
 - 5.9.3.3. Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 - 5.9.3.4. Coordination of the development of Specifications by other disciplines.
 - 5.9.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.
- 5.10.** At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Document) the A/E shall provide the Owner with two (2) sets of drawings and specifications.

6. BIDDING OR NEGOTIATION SERVICES

- 6.1. Bidding Materials services** consisting of organizing and handling Bidding Documents for:
- 6.1.1. Coordination
 - 6.1.2. Reproduction by County
 - 6.1.3. Completeness review
- 6.2. Addenda services** consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.
- 6.3. Bidding/Negotiation services** consisting of:
- 6.3.1. Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.
- 6.4. Analysis of Alternates/Substitutions** consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals.

7. CONSTRUCTION ADMINISTRATION

- 7.1. Submittal Services** consisting of:
- 7.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
 - 7.1.2. Distribution of submittals to Contractor.
 - 7.1.3. Related communications.
- 7.2. Observation services** consisting of periodic visits to the site at intervals appropriate to the state of the work or as otherwise agreed by the County and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will

be in accordance with Contract Documents; preparing related reports and communications, and attendance at progress review meetings at the site.

7.2.1. Site visitation by Project Manager or Project Architect every other week.

7.2.2. Periodic site visits by other staff to observe the progress of the project.

7.3. Responses to Requests for Information (RFI)

7.3.1. Responding to requests for clarifications or additional information related to the Contract Documents

7.4. Supplemental Documentation services consisting of:

7.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor or the Owner.

7.4.2. Providing guidance to the Contractor in conjunction with the Owner relative to changed requirements and schedule revisions.

7.5. Quotation Requests/Change Orders consisting of:

7.5.1. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified. Changes shall be clearly defined.

7.5.2. Review of proposals from Contractor for reasonableness of quantities and costs of labor and materials.

7.5.3. Review and recommendations relative to changes in time for Substantial Completion.

7.5.4. Review on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.

7.5.5. Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.

7.5.6. Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7.6. Contract Cost Accounting services consisting of:

7.6.1. Review of records of payments on account of the Contract Sum and all changes thereto.

7.6.2. Evaluation of Applications for Payment and certification thereof.

7.6.3. Review and evaluation of expense data submitted by the Contractor for Work under cost-plus-fee arrangements.

7.7. Interpretations and Decisions consisting of:

7.7.1. Review of claims, disputes, or other matters between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

7.7.2. Rendering written decisions.

- 7.8. Project Closeout services** initiated upon notice from the Contractor that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected.
- 7.8.1. Review with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected.
 - 7.8.2. Recommendation of the amounts to be withheld until final completion.
 - 7.8.3. Intentionally Omitted
 - 7.8.4. Issuance of Certificate(s) of Substantial Completion.
 - 7.8.5. Inspection(s) upon notice by the Contractor that the Work is ready for final inspection and acceptance.
 - 7.8.6. Final inspection with the Owner's representative to verify final completion of the Work.
 - 7.8.7. Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).
 - 7.8.8. Issuance of final Certificate(s) for Payment.
 - 7.8.9. Final inspection of Water Distribution, Sewage Collection and Stormwater/Environmental Management Facilities. Preparation of certifications to agencies along with record documents prepared based upon record information supplied by the Contractor. Services include one final inspection for each certification.

8. POST-CONSTRUCTION SERVICES

8.1. Record Drawing services consisting of:

- 8.1.1. Making arrangements for obtaining from Contractor information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work, including Change Directives, RFI's, ASI's, etc.
- 8.1.2. Review of general accuracy of information submitted and certified by the Contractor.
- 8.1.3. Preparation of record drawings electronically based on certified information furnished by the Contractor.
- 8.1.4. Transmittal of one set of full-size reproducible record drawings and general data, appropriately identified, to the Owner and others as directed. Two copies of all electronic data including CADD drawings on flash drive.

8.2. Warranty Review consisting of:

- 8.2.1. Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.

- 8.2.2. Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
- 8.2.3. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Contractor for correction of noted defects.

9. ADDITIONAL SERVICES/EXPENSES (not included in the base fee): See Exhibit “C” for additional Services.

9.1. Owner-Provided Services:

- 9.1.1. Intentionally Omitted
- 9.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.
- 9.1.3. Printing of all Contract Documents issued for bidding and construction.

9.2. Mock-Up Services relating to any space for study during the design phases and consisting of:

- 9.2.1. Design and documentation for the required mock-up.
- 9.2.2. Construction administration of mock-up construction activities.
- 9.2.3. Arrangements for testing performance of mock-up.
- 9.2.4. Review, analysis and reporting of results.

9.3. Prepare an Inventory of existing furniture and equipment that will be placed in the new facilities.

9.4. Value Engineering – Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain optimum value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer (“VE”) to perform the above review services to be complete at a stage no later than the completion of schematic design, or pay a mutually negotiated sum “at the time the services are requested” to Consultant to perform the above review services at a stage later than the completion of schematic design, Owner acknowledges that schedule and cost impacts may occur.

- 9.4.1. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to Consultant for its review and adequate time will be provided for Consultant to respond to these recommendations. Consultant may be compensated as an additional service for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and Consultant. Objections to any recommendations made by the VE shall be stated in writing. Owner agrees that Consultant shall not be responsible for any damage, cost or liability which arises in connection with, or as a result of, the incorporation of such design changes.

9.5. Commissioning – The performance of a functional and operational check of all systems and equipment to verify the installation is performing to the design criteria.

Consultant would prepare this service in conjunction with an independent contractor experienced in such activities.

- 9.6. Structural Blast Resistance** - Analysis of building structural systems to resist loads imposed by blast forces on exterior of facility. This would require a additional blast consultant to be obtained.

- 9.7. Security Systems:** The Security portion of the project will include the design and documentation of Electronic Security System from Schematic Design through Construction Administration Services. The Electronic Security System will include intrusion detection, access control, electronic door control and monitoring, operational intercom, fixed duress alarms, monitoring and control panels, CCVE systems, control room layouts, rough-ins for x-ray screening/magnetometer at entry lobby, and parcel screening. As part of the overall security plan Consultant will provide a site analysis to determine passive security measures to be incorporated for the facility. Deliverables for the above scope for each task are as listed below.

- 9.7.1. Schematic Design (SDs):** Consultant will provide a written security narrative describing the Electronic Security System, reflecting the design approach based on program requirements. In addition, Consultant will provide two people for a one day on site Security Workshop to validate the security program and establish the design intent.

- 9.7.2. Design Development (DDs):** Consultant will provide job specific draft specifications of the Electronic Security System including plans indicating device locations, and outline specifications, and equipment selections reflecting design approach. Consultant will provide one person for 1 day to attend an on-site design review with the Owner and Design Team members to review the Electronic Security System Design Development documents.

- 9.7.3. Construction Documents (CDs):** Upon completion of this review, Consultant will provide completed biddable documents including plans, details, schedules, riser diagrams, and specifications required to fully document the Electronic Security System. In addition, Consultant will provide, at the completion of the Construction Documents phase, Two copies of a Design Information Manual (DIM) outlining major equipment selections utilized as the basis of design for the Electronic Security Systems. Consultant will conduct mid-point design review with Owner and Design Team members to review the Electronic Security Construction Documents.

- 9.7.4. Bidding:** Consultant will review all questions related to the Electronic Security System submitted, and provide answers in written addendum as required.

- 9.7.5. Construction Administration (CA):** Consultant will provide one person for four, one day intermediate site visits during construction. In addition, upon written notification of substantial completion Consultant will provide two persons for one day (16 hours total) to review and test the Electronic Security System.

- 9.7.5.1.** Included in this phase of work is the review of security shop drawing submittals and written responses to security RFI from the contractor.

9.7.5.2.Deliverable for this phase of work will include a written field report for the intermediate site visits, and a final report and punch list of the site visit made following written notice of substantial completion.

9.7.6. **Expanded Security System Design** - The following systems and services can be provided in addition to the Electronic Security Design defined in previous sections:

9.7.6.1.Assistance Stations

9.7.6.2.Parking Area Equipment (cameras, card access control)

9.7.6.3.Wireless Duress

9.7.6.4.Hydraulic Barriers

9.7.6.5.Biometrics

9.7.6.6.Perimeter protection systems

9.7.6.7.Post Construction Services: Consultant will provide two people for one day (16 hours total) to conduct a pre-warranty expiration review of the electronic security system. The review will focus on inspection of equipment, operational functions, defects or deficiencies within the system and will be documented in report form and issued to the owner.

Exhibit Bii

Scope Of Services

Mulberry Roadway Maintenance Facility

Project Delivery System

The Lunz Group's services, compensation, and time schedule for performance of services are based on the use of the Design/Bid/Award/Construction with one prime construction contract project delivery system and are subject to adjustment if another delivery system is utilized.

Design Services

Architectural and consultants services are to include design/documentation and administration of the project from concept to completion of the new buildings. Architecture and interior design/documentation will be performed by The Lunz Group. Civil/Landscape, structural, MEP/FP engineering and cost estimating will be performed by consultants to The Lunz Group. The architect's estimator consultant will develop a cost estimate at the end of each design phase. The architect and consultants will provide Pre-Design, Schematic Design, Design Development, Construction Document/Permitting, Bidding and Construction Administration phase services.

The scope includes:

- Site Plan layout
- Building Core and Shell
- Interior Design

Design Services Included in Proposal

DESIGN SERVICE/CONSULTANT	IN BASE PROPOSAL	CLIENT'S CONSULTANT	EXTRA SERVICE
Architecture The Lunz Group	✓		
Site Surveys Chastain Skillman	✓ ¹		
Geotechnical Investigations, Reports, and Recommendations Chastain Skillman	✓		
Environmental Surveys, Studies, or Reports		✓	
Landscape Design: Chastain Skillman (Code requirement only)	✓		
Civil Engineer: Chastain Skillman	✓		
Structural Engineer: Fullone Structural Group	✓		
Mechanical/Electrical/Plumbing Engineer: SGM Group	✓		
Parking Field Lighting SGM Group	✓		
Telecommunications:			✓
Interior Design Consultant: The Lunz Group	✓		
Graphic Design and Signage Consultant:			✓
Construction Cost Estimating Consultant: Blue Cord	✓ ²		
Audio-Visual Consultant:			✓
Irrigation Consultant: (Part of landscape design)	✓		
Life Safety/Fire Protection: SGM Group	✓		

DESIGN SERVICE/CONSULTANT	IN BASE PROPOSAL	CLIENT'S CONSULTANT	EXTRA SERVICE
Security Consultant:			✓

Notes to Above Table:

In Base Proposal: Included in Base Proposal. The Lunz Group will coordinate work of consultant.

Client's Consultant: The Lunz Group will coordinate with consultant retained directly by Client.

Extra Service: Consultant not included in Base Proposal but could be added upon Client's authorization.

1. Survey services provided as part of base contract are Survey for Underground Utilities. Boundary, topo, and other surveys are to be provided by client.
2. Can be added but will be billed against allowances line item.

I – Pre-Design Services

The Lunz Group will review existing relevant information provided by the Client. The Lunz Group shall be entitled to rely upon all such information not limited to site plans, surveys, topography, zoning, existing building drawings/specifications, geotechnical reports, marketability reports, Client's Design Standards, Client's program, design and construction schedule, construction budget, adjacent sites/structures, building restriction, etc. The Lunz Group will provide Pre-Design services consisting of Listen and Idea phases to gather project data, document and validate success metrics and offer design solutions. These elements will be assembled into a Pre-Design Services Package for review and approval by the Client.

Listen

During the Listen phase, The Lunz Group team will seek to understand your project needs. Working with internal and external stakeholders to understand and document your project specific vision, mission and business needs as well as the project's success metrics. The Listen phase will encompass The Lunz Group's initial project startup and evaluation, creating team understanding of the full scope of the project and will conclude with the executive summary including information from the following:

Deliverables

Executive Summary (11 x 17 digital presentation)

- Review and coordination of Client supplied data.
- Host Kick-off call with the Client and the Client's consultants to align the project team, schedule, budget and to establish the project's success metrics
- Host Informing meeting to present site visit findings and jurisdictional due diligence.

Idea

The Idea phase is a highly collaborative phase where The Lunz Group, along with the Client and the Client's consultants, will develop and evaluate the project success metrics in order to create the ideas. The Lunz Group's project team will continue to analyze data from the Listen phase pushing the boundaries and defining what's possible.

Architectural Deliverables

- Meeting Minutes
- Pre-Design Services Package (11 x 17 digital presentation)
 - Host a Collaboration workshop with the Client and Client's consultants to establish a project vision for the look and feel of the architecture and interior design.
 - Written summary of goals, budget and schedule including Client's Design Standards, Program and Preliminary Project Description
 - Develop preliminary program and spatial relationship diagrams to determine the overall program and overall design direction.
 - Diagrammatic massing option One (1).
 - In house generated exterior or interior renderings (One (1) eye level, One (1) aerial view)
 - Host Pre-Design Presentation to present the final concepts to gain Client feedback, direction and approval, which will be basis of the Schematic Design phase.

- Cost Estimate - If approved by client and billed in the allowance.

Civil / Landscape Deliverables

- Survey Phase Services:
 The County will be responsible for providing a Topographic Survey of an approximately 10-acre portion of Parcel id #252915-000000-014000, located at 3000 Sheffield Rd., Winter Haven, 33880. CS will also depict the West and South Boundary lines of the above-mentioned parcel as depicted on the Boundary Survey performed by Imperial Polk County, dated 03/27/1996. If CS finds discrepancies between filed conditions and the provided Boundary Survey. CS will notify the client before proceeding. This survey will be performed to aid in the design of the site. The specific items are listed below.
 - Conduct office research, field coordination, and quality control measures as deemed necessary by CS in order to produce the survey.
 - The horizontal datum for the project will be NAD 83 (2011 Adjustment) Florida State Plane, West Zone (902). All measurements will be in US Surveyor's Feet (Sft)
 - CS will retrace the Boundary Survey provided by Imperial Polk County and spatially relate the Topographic Survey to said Boundary through field measurements of Boundary points from said survey. If the field monumentation is not found or there are discrepancies between current field conditions and the provided Boundary Survey, CS will notify the client before proceeding. CS will depict said South and WEST Boundary lines on the survey.
 - Locate and depict aboveground improvements, rights-of-way and encumbrances that affect the surveyed parcel.
 - Depict provided and/or visual easements, right-of-way and encumbrances that affect the surveyed parcel.
 - Create a legal description for the above-referenced parcel.
 - The vertical datum for the project will be based on the North American Vertical Datum of 1988 (NAVD88)
 - Provide spot elevations and one-foot (+/-6 inches) will also be plotted on the drawings.
 - Spot elevations will extend approximately to the parcel boundaries and/or to the limits shown on the attached Survey Exhibit.
 - Provide invert information of accessible storm water and sanitary sewer structures.
 - Locate trees of 6-inch diameter or larger as measure at approximately 4 feet above ground. In areas of dense tree coverage, only the edge of the tree line will be depicted.
 - Pavement markings and roadway signage location with sign content.
 - Depict special flood hazard areas inundated by 100-year flood as shown on Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM).
 - Provide electronic copy of the Survey in AutoCAD Civil 3D 2018, excluding title block and certifications.
 - Provide an electronic copy of the signed and sealed survey(s) of the above referenced site. The survey(s) will be performed in accordance with standards of practice adopted by the State of Florida Department of Agriculture and Consumer Services.
- Survey for Underground Utilities
 - Subcontract with George F Young Inc. to provide Subsurface Utility Designations:
 - Provide ASCE Quality Level "B" designations' utilizing conventional electronic designating equipment including Ground Penetrating Radar (GPR) to designate and mark the horizontal location of found underground utilities within the limits shown on the attached Survey Exhibit.
 - Conduct five (5) ASCE Quality Level "A" test holes.
- Geotechnical Investigation Phase Services:
 - Contract with Madrid Engineering Group, Inc. to provide a Geotechnical Report for the proposed Road and Drainage Facility to include:
 - Site reconnaissance to review existing conditions and stake the borings.
 - Utility locates via Sunshine Once Call (required 3 days prior to field work)
 - Mobilize to the site.
 - Conduct four (4) Standard Penetration Test (SPT) borings, each to a depth of 25 feet existing grad, within the structure footprints.
 - Conduct two (2) shallow (approximately 2 feet deep) test pits and two (2) 6- feet deep auger borings within the proposed retention area. At the base of each test pit, two (2) undisturbed samples will be collected (1 horizontal and 1 vertical) for permeability testing in the laboratory.
 - Provide an electronic copy of the report signed and sealed by registered professional geotechnical engineer which will include:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, together with a Boring Location Plan and 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.
- Recommended soil related design parameters for the pond area.
- Suitability of on-site for re-use as structural fill and backfill. Additional criteria for placement/compaction of suitable fill materials will be provided.

Meetings

- Kick-off call One (1)
- Collaboration Workshop (One (1))
- Pre-Design Presentation (One (1))

II - Schematic Design Phase Services

Based on the approved Pre-Design Package, along with any adjustments authorized by the Client, The Lunz Group will provide schematic design documents based on the mutually agreed upon program, schedule and budget for project. The documents will establish the schematic design of the project illustrating the scale and relationship of project components. The documents will include preliminary site plan, floor plans, elevations, and sections as appropriate and preliminary selection of major systems and construction materials.

The schematic design documents will address the site and building massing, access and circulation, views to/from the building(s), concepts for grading, planting, paving and water retention as appropriate, the architectural character of site and exterior enclosures, the roof design, building functional issues, geotechnical issues, preliminary Structural System / MEP System and space requirements.

The Lunz Group will calculate areas and volumes to check the following against the program:

- Usable Area
- Area per Person
- Parking Count

Architectural Deliverables

- Meeting Minutes.
- Preliminary Code Research
- Preliminary Permitting Requirements Research
- Schematic Design Package.
 - Overall Illustrative Site Plan.
 - Life Safety Plans
 - Principal Floor Plans.
 - Roof Plan.
 - Main Building Elevations.
 - Overall Building Sections.
- Digital Study Models (up to Two (2))
- Perspective Sketches (up to Two (2))
- In house generated exterior or interior renderings (One (1) eye level, One (1) aerial view)
- Outline specifications.
- Cost Estimate

Civil / Landscape Deliverables

- Preliminary Schematic Level Engineering Layout Design Services:
 - Prepare a Preliminary Engineering Layout/Design for conformance with the requirements of Polk County. This Preliminary Design shall utilize the above referenced Survey and Geotechnical Report. The Preliminary Engineering Design shall include:

- Coordination with the Project Architect and Polk County Staff to show the proposed buildings, pedestrian access, water and sewer utilities, the stormwater retention area and parking area.
- Modify the Preliminary Engineering Design based on two rounds of comments from the Polk County Staff and the Project Architect and provide three (3) sets of the final Engineering layout to the County.

Structural Deliverables

- SD plans showing preferred systems

MEP/FP Deliverables

- Attend in person meetings/workshops & virtual meetings.
- Provide mechanical, electrical, plumbing and fire protection drawings for review
- Specifications
- Response to comments.

III – Design Development Phase Services

Based on the approved Schematic Design Documents and adjustments authorized by the Client, The Lunz Group will proceed with design development. We will illustrate and describe the design establishing the scope, relationships, forms, size, and appearance of the project by means of plans, elevations, and sections, typical construction details, and equipment layouts. The documents will identify major systems and materials and in general their quality levels.

For review by regulatory agencies, The Lunz Group's design development documents will be submitted to the following departments, as applicable, for their early initial review and comments.

- Building Department
- Fire Marshall
- Department of Health
- Zoning Commission
- Planning Commission
- Design Review Board

For utilities, The Lunz Group will:

- Check availability and capacity.
- Initiate approval process by utility companies

The Lunz Group will update area and volume calculations to check the following against the program:

- Usable Area
- Area per Person
- Parking Count]

The Lunz Group will review the drawings for the following disciplines to verify that the information reflects the design intent and to help avoid conflicts. BIM coordination meetings will occur to aid in collaboration and coordination. Models will be automatically clashed for interference checks via cloud clash detection software.

- Structural
- Mechanical
- Electrical
- Plumbing

Architectural Deliverables

- Meeting Minutes.
- Code Research
- Permitting Requirements Research
- Drawings
 - Overall illustrative Architectural Site Plan
 - Life Safety Plans

- Floor Plan including
 - Typical and Special Room Layouts
- Typical and Special Room Reflected Ceiling Plans
- Roof plan indicating access and location of major equipment
- Main Building Elevations
- Typical Bay Fenestration
- Overall Building Sections
- Details
- Typical Exterior Wall Sections
- Typical Assembly Types
- Key Exterior Details
- Typical Partition Details
- Typical and Special Interior Elevations
- Schedules
 - Typical Room Finish Schedule
 - Typical Door Schedule
 - Typical Glazing Schedule
- Equipment
 - Typical and Special Room Layouts
- Coordination
 - Typical ceiling spaces with architectural, structural, mechanical, and electrical elements
 - Typical shaft spaces with architectural, structural, mechanical, and electrical elements
- Digital study models (up to Two (2))
- Perspective sketches (up to Two (2))
- In house generated exterior or interior renderings (One (1) eye level, One (1) aerial view)
- Draft specifications
- Cost Estimate

Civil / Landscape Deliverables

- Preliminary Engineering Design Development level Layout Design Services:
 - Prepare a Preliminary Engineering Layout/Design for conformance with the requirements of Polk County. This Preliminary Design shall utilize the above referenced Survey and Geotechnical Report. The Preliminary Engineering Design shall include:
 - Coordination with the Project Architect and Polk County Staff to show the proposed buildings, pedestrian access, water and sewer utilities, the stormwater retention area and parking area.
 - Modify the Preliminary Engineering Design based on two rounds of comments from the Polk County Staff and the Project Architect and provide three (3) sets of the final Engineering layout to the County.

Structural Deliverables

- DD plans with minor sections and details.

MEP/FP Deliverables

- Attend in person meetings/workshops & virtual meetings.
- Provide mechanical, electrical, plumbing and fire protection drawings for review
- Response to comments.

Meetings

- Design Development progress meeting (One (1))
- Design Development Presentation (One (1))

IV – Construction Documents/Permitting Phase Services

The Lunz Group will provide Construction Documents based on the approved design development submission and updated project budget. The documents will be based on AIA A201-Current Edition General Conditions with The Lunz Group's modifications, and The Lunz Group Master Specifications. This will include detailed requirements for construction and include drawings and specifications that establish the quality level for systems and materials. The Lunz Group and its consultants will issue final construction documents to the local jurisdiction for permit review and approval, and address any comments in order to finalize the permitting process.

The Lunz Group will confirm that the following area and volume calculations meet the program:

- Usable Area
- Area per Person
- Parking Count

Architectural Deliverables

- Meeting Minutes
- Construction Documents for Bidding
- Construction Documents for Permitting
- Response to Governing Body Review Comments
- Project Book Specifications
- Cost Estimate

Civil / Landscape Deliverables

- Engineering Design Phase Services:
 - Based on the approved Final Engineering Layout referenced above, prepare construction drawings utilizing the survey data obtained above. The construction drawings shall include:
 - A key Sheet containing an Index of Drawings
 - General notes and details
 - Plans sheets for limits of construction showing the proposed buildings, parking layout, utilities and stormwater retention area.
 - Provide domestic water service to the proposed building and for service to the site by connecting to the existing 12" watermain on or near site.
 - Provide sanitary sewer service from the proposed building(s) to a proposed on-site lift station. The lift station shall be maintained by Polk County Lift Station and therefore shall meet the design requirements for a County Lift Station. Access to the existing County force main located within the Powerline Easement to the west of the site shall be provided.
 - Provide a 25-year/24-hor design for the on-site stormwater retention area.
 - Plans shall be submitted to the client and one round of comments addressed. An opinion of probable cost will be provided covering the work.
 - Subcontract with Dirt Landscape Architecture to design a planting schematic irrigation plan compliant with applicable landscape code requirements. Included are all landscape plans with planting notes, schedules and details, as well as irrigation plans with notes, schedules and details. Dirt will submit signed and sealed landscape permit drawings to the Engineer to be included in the overall design set for the project.
- Utility Coordination Phase:
 - Contact Sunshine "One-Call" for design locates to determine the name and contact information of any utilities located within the project area.
 - Plan sets will be submitted to the utility companies identified above with a request for the utility companies to provide drawings for all known utilities within the project area.
 - Coordination with utility owners to include preparation of a letter describing the proposed construction, submittal of preliminary plan documents and requesting records and drawings from the utilities detailing the location of their existing facilities.
 - Provide the location of existing utilities on the drawing where the potential for conflicts occurs.

- Project Manual/Bid Documents:
 - Compile and provide the Architect with the technical bid documents and specifications for the Civil Engineering Water and Wastewater components of the project, including the Geotechnical Report and Permits to be included in the Architects Specification package.
- Permit Phase Services:
 - Conduct a pre-application meeting with the Southwest Florida Water Management District (SWFWMD) and Polk County Land Development.
 - Prepare calculations and submittal documents for the Environmental Resource Permit and submit to the Southwest Florida Water Management District (SWFWMD)
 - Prepare and submit FDRP Notice of Intent to Use General Permit for Construction of Water Main Extension and FDEP Domestic Wastewater Collection/Transmission System Permit Application.
 - Prepare and submit to Polk County Land Development the Civil Engineering Construction Plans for Level III approval.

Structural Deliverables

- CD developed plans with full sections and details

MEP/FP Deliverables

- 5 virtual meetings.
- 50% Construction Documents
- Final Construction Documents (for permit)

Meetings

- Construction Documents Progress Meeting (One (1))

Construction Phasing

Construction documents will be produced in one package.

Bidding Documents

The Lunz Group will assist the Client in the preparation of bidding forms and requirements.

Conditions Of Construction Contract

The Lunz Group will review Client provided General Conditions and make recommendations for supplementary conditions.

V - Bidding Or Negotiation Phase Services

Services include:

- One (1) on site pre-bid conference
- Response to bidders' requests for clarifications
- Participation in bid opening
- Preparation of bid summary for Client review

VI –Construction Phase Services

The Lunz Group will provide Construction Phase services as set forth in AIA A201-Current Edition General Conditions, with The Lunz Group's modifications.

Deliverables

- As described in AIA A201-Current Edition General Conditions, with The Lunz Group's modifications
- The review of shop drawing and finish submittals includes one resubmission.

Meetings

- Scheduled visits to the property to review the work (up to quantities in travel section below)

Construction Period

This Scope of Services is based on a thirteen (13) month construction period to Substantial Completion. Services provided after this timeframe shall be compensated as Additional Services. The Lunz Group has identified three hundred and ninety-two (392) man hours associated with the construction administration of the project. Any time beyond what is identified can be addressed as an additional service.

VII – Post Completion Services

No Post Completion services included.

Travel

Proposal includes travel to project location, Client's office or teleconference for coordination with the Client and its consultants, meetings or presentations as outlined below.

Person-trips	Kick Off	Pre-Design	SD	DD	CD	CA
Architecture	1	1	2	2	1	14
Civil/Landscape	1	1	1	1	1	3
Structural	1	1	1	1	1	3
MEP/FP	1	1	1	1	1	3
Total	4	4	5	5	4	23

Construction Cost Estimates

The Lunz Group will submit Four (4) estimates of construction cost prepared by a professional cost estimator. One after Pre-Design, SD, DD and CD phases. This Scope of Services is not based on a fixed limit of construction cost unless The Lunz Group is permitted to include contingencies and determine project scope, systems, and materials to be included in construction documents. This is to be an approved additional expense by the client and billed in the Allowance line item.

Qualifications

The following items are qualifications to the proposal outlined above.

- The Lunz Group, at its option, will utilize REVIT or AutoCAD software for drawings. For Specifications and Finish Schedules, The Lunz Group may use any or all of the following software: Excel, Word, Studio Designer, InDesign or AutoCAD. We will provide design documents based on a mutually agreed program, schedule and budget for the project. All consultants working with The Lunz Group will adhere to The Lunz Groups BIM Execution Plan.

Architectural Additional Services

The following items are services that are additional to the proposal outlined above. These services will only be provided if requested by the Client and will be billed at the hourly rates noted herein.

- Change Orders, Change Directives or revisions to the design and construction documents after previous Client approvals.
- Value engineering and modification to design and construction documents and specifications requiring preparation of design and construction documents for alternate pricing or re-pricing.
- Preparation of Construction Documents for Alternates.
- Additional submission packages exceeding the number specified in our basic services.
- Detailed Quantity Survey of the Project.
- Attendance at multiple Pre-Bid Conferences.
- Field visits and Construction Phase Services or providing scheduled periodic representation in the field during construction beyond that stipulated in our basic services.
- Substantial Completion Inspections in excess of one inspection.
- Final Completion Inspections in excess of one inspection.
- Services in connection with the activities of separate construction contractors.
- Professional services due to default of the Client's consultants, other design professionals, General Contractor or by major defects in the work.
- Submissions for Government approval other than for building permit.
- Review and approval of proposed alternates or substitutes.
- Coordination and review of the Client's other consultants' drawings and specifications requiring adjustments and modifications to The Lunz Group's documents.

- Multiple Reviews of Shop Drawings and Submittals beyond one (1) original review and one (1) resubmittal.
- Acoustical Design Services.
- Lighting Design Services.
- Building Commissioning Services.
- Renderings and Models beyond those stipulated in our basic services.
- Electronic Modeling (walkthroughs and fly-bys).
- Wind Analysis.
- Life Cycle Analysis.
- Marketing / Leasing Brochures.
- Record Drawings prepared from the General Contractor's as-built drawings upon completion of project.
- Meeting time beyond that stipulated in our basic services.
- Enhanced clash detection to help with model coordination before construction phase.
- BIM Model with LOD higher than 300.
- LEED or WELL certification.
- Low Voltage systems.

Civil / Landscape Additional Services

- Payment of permit application fees
- Excavation and location of underground improvements
- Owner and Encumbrance Report
- Wetland Delineation and Location
- Gopher Tortoise Survey or Permitting
- Cover Board Survey for Sand Skinks or Permitting
- Cultural or Archaeological Review or Assessment
- Construction staking
- Cost of utility locates, if any provided by the utility companies.
- Utility Relocation Plans.
- Verification of information provided by others.
- Lighting Plans.
- Fire Sprinkler Design.
- Utility plans other than water and sewer.
- Advertisement of bid.
- As-Built Survey
- Any other services not expressly stated in the Scope-of-Services.

MEP/FP Additional Services

- Cost estimations are excluded.
- Re-design due to change in scope, Value Engineering (VE), alterations after 50% construction documents or budget constraints.
- Any permitting cost including but not limited to application fees, agency fees, impact fees and environmental fees.
- Any alternates will need to be provided as additional services since it is additional design scope.
- Multiple phases of construction documents are not included unless specifically stated. Breaking the project into multiple design phase submissions will require additional services to account for the additional cost to perform the additional submissions.
- LEED Certification or Green Globe
- Any service or deliverable not explicitly stated in the scope of work above.
- Plans and specifications will be in accordance with the Florida Building Code Eighth Edition and the Florida Fire Prevention Code – Eighth Edition.
- Current Owner Design Guidelines
- Any municipal code or design guideline not explicitly listed or stated in this proposal shall be excluded.

Client's Responsibilities

Prior to commencement of the work, the Client shall furnish to The Lunz Group full information as to their design requirements, operational standards and guidelines, preliminary program, project schedule, total budget broken down for all areas, and all such information which shall be pertinent to the creation and carrying out of the project's design intent.

The Client shall designate a single representative authorized to act in the Client's behalf who shall make decisions with respect to the project. The Client, or such authorized representative, shall examine the design documents submitted by The Lunz Group and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the process of The Lunz Group's design services.

The Lunz Group shall provide information and specifications for products and their manufacturer, sufficient to convey design intent. However, The Lunz Group will not bear any liability, should the Client choose to have the product made by a third party. It is the sole responsibility of the Client not to infringe on any copyright, trademark or design-right of the original manufacturer specified.

Client warrants that in transmitting existing documents prepared by other designers or design professionals, or any other information, Client is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

End Of Scope of Services

Exhibit C

Compensation

Polk County - Roads and Drainage Division – Mulberry Roadway Maintenance Facility

Compensation for Professional Services

The Lunz Group will provide professional services on a lump sum basis. Client shall pay The Lunz Group a fee of **\$556,277.00**. Invoices shall be issued monthly based on a percent complete basis or hours executed. Changes to the scope of work including changes to previously approved documents, project schedule, project scope, or scope of services will result in additional services. The additional services will be performed at the hourly rates below or for an agreed upon lump sum.

Lump Sum Fee Breakdown

Architectural & Engineering		
a. Concept Design		\$ 8,000.00
b. Schematic Design		\$ 28,000.00
c. Design Development		\$ 67,000.00
d. Construction Documentation		\$ 86,500.00
e. Bidding/ Permitting Phase Services		\$ 6,500.00
f. Construction Administration Phase Services		\$ 73,500.00
Base Building Design Fee Sub-Total:		\$269,500.00
Site Design		
g. Survey for Underground Utilities (SUE)		\$ 9,130.00
h. Geotechnical Engineering		\$ 12,647.00
i. Site Coordination		\$ 21,000.00
j. Preliminary Engineering Layout Design		\$ 10,120.00
k. Engineering Design Phase Services		\$ 102,120.00
l. Wash Down Station Design		\$ 14,060.00
m. Utility Coordination		\$ 3,500.00
n. Project Manual/ Bid Documents		\$ 9,880.00
o. Permit Phase Services		\$ 26,080.00
p. Limited Construction & Final Certification Services		\$ 28,240.00
Site Design Sub-Total		\$236,777.00
Architect/ Civil Engineering Fee Sub-total:		\$506,277.00
Allowances and Additional Services		
q. Allowances		\$50,000.00
Allowance Sub-Total		\$50,000.00
Total Fee with Allowances		\$556,277.00
- Gopher Tortoise Relocation/ Permitting	- Impact Fee Analysis	
- Geotechnical Engineering	- Cost Estimation	

Reimbursable Expenses

Reimbursable Expenses are expenses incurred by The Lunz Group and The Lunz Group's consultants that are not included in the fee shall be billed per Polk County Policy.

Fast Track Process

In the event the Client chooses to take advantage of the potential time and cost savings benefits of fast-track processes, Client acknowledges that it has been advised that the Project will be affected. Some of the effects include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated Construction Documents for permitting, bidding, and construction purposes. Client acknowledges that the Project will likely require associated coordination, design, and redesign of parts of the Project after Construction Documents are issued and the Construction Contract is executed and may require removal of work-in-place, all which events may cause an increase in the Cost of the Work and/or an extension of the Project construction schedule. Therefore, Client acknowledges the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from fast-track processes.



EXHIBIT D
SCHEDULE OF REIMBURSABLES

- | | | |
|----|---|--|
| 1. | Subcontractor Services | Actual Costs |
| 2. | Travel Expenses | In accordance with Chapter 112.061, F.S.;
and further defined in the Polk County Employee Handbook. |
| 3. | Postage, Fed Express, UPS | Actual Costs |
| 4. | Pre-approved Equipment
(includes purchase and rental of equipment used in project) | Actual Costs |



Polk County
Board of County Commissioners

Agenda Item G.4.

6/17/2025

SUBJECT

Approve cooperative agreement and lease agreements with Mobile Modular Management Corporation for relocatable building and storage solutions with related services. (\$997,923.00 one-time expense)

DESCRIPTION

Polk County Utilities (PCU) requested Procurement's assistance to lease six modular buildings to relocate staff during construction to expand the Central Operations building, Northeast Regional Wastewater Treatment Facility (WWTF), Northwest Regional WWTF, Cherry Hill Water Production Facility (WPF), and the Utilities Administration building planned and budgeted to begin during fiscal year 25/26. The buildings will temporarily house staff during construction of new facilities or remodeling of existing buildings to accommodate the changing utility staffing structure.

The County belongs to Sourcewell, a State of Minnesota service cooperative, which enables us to piggyback agreements that were solicited on behalf of the cooperative. Sourcewell solicited Request for Proposal (#120822), resulting in an agreement with Mobile Modular Management Corporation for relocatable building and storage solutions. Mobile Modular is a local vendor and will manage the transportation, delivery, assembly, upkeep, repair and maintenance of the modular buildings from their City of Auburndale office.

The total amounts for each lease agreement for the locations are:

Utilities Central Operations Building (2 modular units): \$441,822.00

Northeast Regional WWTF: \$237,921.00

Northwest Regional WWTF: \$237,921.00

Cherry Hill WPF: \$80,259.00

The term for each lease agreement is 36 months.

PCU will need additional modular units at the Utilities Administration Building while the building is being renovated. The lease agreement for those units will be presented to the Board for approval in September 2025.

RECOMMENDATION

Request Board approve cooperative agreement and lease agreements with Mobile Modular Management Corporation for relocatable building and storage solutions with related services.

(\$997,923.00 one-time expense)

FISCAL IMPACT

Funding is available within the Utilities division operating budget.

CONTACT INFORMATION

Brad Howard

Sr. Procurement Analyst

863.534.6706

bradhoward@polk-county.net

**PIGGYBACK AGREEMENT FOR RELOCATABLE BUILDING AND STORAGE
SOLUTIONS WITH RELATED SERVICES (COOPERATIVE PURCHASE)**

THIS PIGGYBACK AGREEMENT (the "Agreement") is entered into as of the Effective Date defined in Section 3A, below, 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 Mobile Modular Management Corporation (the "Vendor"), a California corporation, 5700 Las Positas Road, Livermore, California 94551, and whose Federal Employer Identification Number is 94-2579843.

WHEREAS, the County's Procurement Ordinance and Procurement Procedures permit it to enter into piggyback purchasing agreements; and

WHEREAS, the County requires the services of a vendor who can provide relocatable building and storage solutions with related services; and

WHEREAS, the Vendor has contracted through Sourcewell, a State of Minnesota local government unit and service cooperative, to provide relocatable and storage solutions with related services pursuant to that certain Contract No. 120822-MMR dated as of February 22, 2023 (the "Sourcewell Agreement") which those parties entered into upon through Sourcewell's award of RFP 120822 to Vendor for relocatable building and storage solutions with related services; and

WHEREAS, the County and the Vendor have determined that the Sourcewell Agreement is an acceptable agreement upon which the County and the Vendor may establish a piggyback agreement.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

1. **Recitals.** The above stated recitals are true and correct.
2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the Sourcewell Agreement shall form the basis of this Agreement, with the County having the rights, duties, and obligations of the Sourcewell Agreement thereunder. A true and correct copy of the Sourcewell Agreement is attached as Exhibit "A" and incorporated herein. If any provision of this Agreement conflicts with any provision of the Sourcewell Agreement, then the terms, conditions, and provisions of this Agreement shall control.
3. **Supplemental Terms and Conditions.** The terms and conditions of the Sourcewell Agreement are hereby modified or supplemented, as follows:
 - A. **Term.** The term of this Agreement shall commence on the date (the "Effective Date") the later of the two parties executes the Agreement and, unless sooner terminated pursuant to Section 3.D herein, shall continue until the first to occur of the following: (i) upon expiration or earlier termination of the Sourcewell Agreement (it being acknowledged and understood that the latest possible termination date for the Sourcewell Agreement, with all renewal options exercised, is February 24, 2028); or (ii) upon termination by the County, for any reason or no reason, following 30 days' written notice to the Vendor.
 - B. **Insurance.** The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the 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 Vendor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

C. Indemnity. Vendor, 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, reasonable attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of

Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

D. 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.

E. Default and Remedy. If Vendor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County and to seek payment from County for those services Vendor has provided but for which has not yet been paid.

F. Attorneys' Fees and Costs. In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

G. Dispute Resolution. Notwithstanding anything in the Sourcewell Agreement to the contrary, there shall be no arbitration of any dispute arising or pertaining to this Agreement. The parties shall resolve all such disputes via voluntary and non-binding

mediation or negotiation.

H. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER 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.

I. Governing Law. This Agreement shall be governed in all respects by the Laws of the State of Florida, without regard to conflicts of the laws principles.

J. Venue. Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

K. Notice. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

If to the County: Polk County Utilities Division
Attention: Utilities Director
P.O. Box 9005, Drawer UT01
Bartow, FL 33831-9005

If to Vendor: Mobile Modular Management Corporation
Attention: Patrick Muchmore
5700 Las Positas Road
Livermore, CA 94551

L. Non-exclusive Agreement. This Agreement does not grant the Vendor the exclusive right to provide the County uniforms and uniform rental and cleaning services, and facilities supplies during the Agreement term. The County may utilize its own personnel to perform such services, or it may employ other vendors or contractors to provide such services.

M. Public Records Law.

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any

documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

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

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

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

N. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor

engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. **Termination.** In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

O. **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.

P. **Public Entity Crimes.** The Vendor declares and warrants that neither the Vendor nor any of the Vendor'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 Vendor 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 Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

Q. Unauthorized Alien(s)

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

R. 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.

S. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT 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 BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T. R. Wilson, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

Date

ATTEST:

Mobile Modular Management Corporation,
a California corporation

By: _____
Corporate Secretary

By: _____
Philip Hawkins

KEITH JAMES
[Print Name]

Philip Hawkins
[Print Name]

Date: 4/22/2025

Chief Operating Officer
[Title]
Date: 4/21/2025

SEAL

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 Indiana County OF Hendricks
 The foregoing instrument was acknowledged before me by means of ☒ physical presence
 or ☐ online notarization this 4/21/2025 (Date) by Philip Hawkins (Name of
 officer or agent) as Chief Operating Officer R (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 Indiana Drivers License 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 4/21/2025 (Date) Logan Linn
 _____ (Official Notary Signature and Notary Seal)
Logan Linn (Name of Notary typed, printed or stamped)
 Commission Number NP0759757 Commission Expiration Date Nov 5 2032

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 _____

LOGAN LINN
 Notary Public
 Hendricks County - State of Indiana
 Commission Number NP0759757
 My Commission Expires Nov 5, 2032

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 _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: PB 25-382, Relocatable Building and Storage Solutions with Related Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT 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 CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Mobile Modular Management Corporation

Signature: Philip Hawkins

Title: Chief Operating Officer

Date: 4/21/2025

State of: Indiana

County of: Hendricks

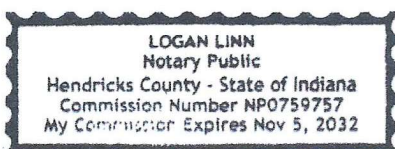
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of April, 2025 by Philip Hawkins (name) as Chief Operating Officer (title of officer) of mobile modular (entity name), on behalf of the company, who ☐ is personally known to me or ☒ has produced Indiana Drivers License as identification.

Notary Public Signature: Logan Linn

Printed Name of Notary Public: Logan Linn

Notary Commission Number and Expiration: Nov 5 2032

(AFFIX NOTARY SEAL)



Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Philp Hankins, Chief Operating Officer (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Mobile Modular Management Corporation
NONGOVERNMENTAL ENTITY

Philp Hankins
SIGNATURE

Philp Hankins
PRINT NAME

Chief Operating Officer
TITLE

4/21/2025
DATE



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Detail by Entity Name

Foreign Profit Corporation

MOBILE MODULAR MANAGEMENT CORPORATION

Filing Information

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State CA

Status ACTIVE

Principal Address

5700 Las Positas Road
Livermore, CA 94551

Changed: 03/07/2025

Mailing Address

5700 Las Positas Road
Livermore, CA 94551

Changed: 03/07/2025

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title Secretary

Malek, Gilda
5700 Las Positas Road
Livermore, CA 94551

Title Director

Malek, Gilda
5700 Las Positas Road
Livermore, CA 94551

Title CFO

Pratt, Keith E.
5700 Las Positas Road
Livermore, CA 94551

Title Director

Hanna, Joseph F.
5700 Las Positas Road
Livermore, CA 94551

Title CEO

Hanna, Joseph F.
5700 Las Positas Road
Livermore, CA 94551

Title Director

Pratt, Keith E.
5700 Las Positas Road
Livermore, CA 94551

Title Senior Vice President, Mobile Modular

Hawkins, Philip B.
5700 Las Positas Road
Livermore, CA 94551

Annual Reports

Report Year	Filed Date
2023	02/27/2023
2024	04/10/2024
2025	03/07/2025

Document Images

03/07/2025 -- ANNUAL REPORT	View image in PDF format
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04/05/2010 -- ANNUAL REPORT	View image in PDF format
06/23/2009 -- ANNUAL REPORT	View image in PDF format
01/14/2008 -- Foreign Profit	View image in PDF format



Solicitation Number: 120822

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and McGrath RentCorp dba Mobile Modular Management Corp., 5700 Las Positas Road, Livermore, CA 94551-7806 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Relocatable Building and Storage Solutions with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 24, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent caused by the negligence or willful misconduct of Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for direct and actual damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional

insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional

requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess

of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

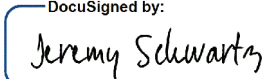
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.


22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

McGrath RentCorp dba Mobile Modular Management Corp.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/22/2023 | 4:43 PM CST

DocuSigned by:

By: 504F43CE8C7C4FE...
Phil Hawkins
Title: SVP Division Manager
Date: 2/22/2023 | 5:15 PM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/22/2023 | 5:17 PM CST

RFP 120822 - Relocatable Building and Storage Solutions with Related Services

Vendor Details

Company Name: Mobile Modular Management Corp

Does your company conduct business under any other name? If yes, please state: McGrath RentCorp dba Mobile Modular Management Corp

Address: 5700 Los Positas Road
Livermore, CA 94551

Contact: Patrick Muchmore

Email: patrick.muchmore@mobilemodular.com

Phone: 704-614-7616

Fax: 704-519-4001

HST#: 94-2579843

Submission Details

Created On: Wednesday November 16, 2022 19:41:47

Submitted On: Thursday December 08, 2022 14:55:29

Submitted By: Patrick Muchmore

Email: patrick.muchmore@mobilemodular.com

Transaction #: f36a91f9-e4a2-43a6-b914-5fe19c3e75fe

Submitter's IP Address: 71.28.91.10

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	McGrath RentCorp	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Mobile Modular Management Corp Mobile Modular Portable Storage Kitchens To Go	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	DBA Mobile Modular Management Corp DBA Mobile Modular Portable Storage DBA Kitchens To Go	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: LVDDZJ5UBDS4 Cage Code: 0PJ96	*
5	Proposer Physical Address:	5700 Las Positas Road, Livermore CA 94551-7806	*
6	Proposer website address (or addresses):	www.mobilemodular.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Phil Hawkins SVP Division Manager 2849 E. Main Street Grand Prairie, TX 75050 Email: Philip.Hawkins@mobilemodular.com Phone: (469) 507-3318	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Patrick Muchmore Sr. Government Sales Manager 4301-C Stuart Andrew Blvd, Charlotte, NC 28173 Email: patrick.muchmore@mobilemodular.com Phone: (704) 614-7616	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Cristhyan Monreal National Accounts Manager (Government) 11450 Mission Blvd, Mira Loma, CA 91752 Email: Cristhyan.Monreal@mobilemodular.com Phone: 951-790-8961	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Who We Are</p> <p>Mobile Modular and Portable Storage are both divisions of McGrath RentCorp, a diversified business-to-business company that leases and sells modular buildings, containers, electronic test equipment, and containment tanks. McGrath RentCorp is headquartered in Livermore, CA with branch offices throughout North America. We have been in business over 43 years are traded on the NASDAQ Global Select Market under the symbol "MGRC." Mobile Modular has a national footprint regarding sales of modular buildings. Regarding leasing we are moving towards national operations via internal growth and acquisitions.</p> <p>Our Core Values Include;</p> <p>Social Responsibility:</p> <p>McGrath RentCorp and its divisions' are focused on social responsibility in all our business activities. We believe in zero discrimination, we employ and advance qualified individuals on merit with equal opportunity for all. We are especially proud of our ability to attract and employ Veterans. We are also proud to sponsor many community service events each year with volunteer teams from all our branches.</p> <p>Environmental Responsibility:</p> <p>New buildings that enter our fleet are custom manufactured to the highest level of environmental energy codes in effect within the group of states we tag or engineer seal to. In other words if we tag or engineer a new building to allow them to be installed in five states, we build to meet or exceed the state code that has the most stringent energy codes. We choose energy efficient materials, equipment, and plumbing fixtures to meet or exceed codes. For example our east coast buildings have white EPDM roofing which reflects sunlight reducing interior heat gain, reducing energy use. Our competitors typically use a black material. Most of our fleet now have 2x6 wall studs with heavy insulation vs. industry standard 2x4 wall studs. A full list of sustainability features is available upon request.</p> <p>Business Philosophy:</p> <p>We focus special attention on providing quality above industry standards and exceptional service</p>	*
11	What are your company's expectations in the event of an award?	We expect to significantly increase our business with state and local government agencies by training our national sales teams to inform government agencies that they can purchase utilizing the Sourcwell contract. Additionally we will include our Sourcwell affiliation in marketing pieces and while exhibiting at government related conferences	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Mobile Modular Management Corp., Mobile Modular Portable Storage, and Kitchens To Go are all divisions of McGrath RentCorp. McGrath has been in business over 43 years. We are traded on the NASDAQ Global Select Market under the symbol "MGRC." McGrath is a dividend champion having increased the stock dividend 31 consecutive years. We are considered the most financially stable long term modular provider in the US. Never restructured or filed bankruptcy. Our supply chain vendors and site service subcontractors benefit from our net 30 or less payment terms. Please see our uploaded SEC 10-Q Financial Report.	*
13	What is your US market share for the solutions that you are proposing?	We estimate our market share is 30%	*
14	What is your Canadian market share for the solutions that you are proposing?	The McGrath divisions Mobile Modular Management Corp., Mobile Modular Portable Storage, and Kitchens To Go do not yet operate in Canada. We are continuing a strong expansion program in North America.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Never petitioned for bankruptcy and never needed to restructure.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	The Modular Building Lease and Sales Industry typically refers to our type of business as "Dealer" however we are best described as a manufacture and service provider who can lease, sell, install, and construct a complete turnkey modular project including utilities and site development. We manufacture in house and utilize factories across the US to manufacture to our specifications. We own multiple Inventory Centers (IC) across the US that store product, provide offices for administration staff. All ICs have large shops that perform the refurbishment of our lease fleet before the next customer receives our product. Many of our ICs are licensed to manufacture. Our national sales force consists of internal employees. Most of our warranty service is provided by internal employees, supplemented when needed by subcontractors. We self perform some deliveries and installations, however most are subcontracted. We subcontract site preparation, foundations, site construction, and utility development and connections. We have employees on staff; Engineers, Construction Managers, and Project Managers.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We hold state contractors licenses in every state we perform site construction. Our sales reps hold state modular building sales professional licenses in every state they sell in that requires a license. We hold state modular building manufacture licenses in every state we manufacture in that has this requirement. We are registered in the federal system SAM for all types of federal awards under UEI: LVDDZJ5UBDS4 and CAGE Code: 0PJ96. Our Transportation Trucks are DOT licensed as needed for each state we operate our own vehicles in. Our Engineers hold licenses for every state they perform work in.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no Suspensions or Debarments	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>On Oct 9, 2019 UCLA project: The UCLA fitness Modular Center is mentioned in the attached article, this was a really neat custom job we did. See attached document with additional pictures along wit the following link with more information. https://interiordesign.net/projects/john-friedman-alice-kimm-architects-goes-modular-for-kinross-recreation-center-at-ucla/</p> <p>On Spring/Summer 2021 we did a Custom Modular school project: Crean Lutheran School was a customized, permanent modular building-one that a passerby may not notice was built using modular buildings. See the following link with an article with pictures and more information. https://www.qgdigitalpublishing.com/publication/?m=66075&i=705381&p=26&ver=html5</p> <p>Kitchens To Go (KTG by Mobile Modular): Hennessey Traveler - USAF Reserves 2016 2018 2020</p> <p>Association of Healthcare Foodservice Making A Difference Award 2021</p> <p>Society for Hospitality and Foodservice Management 2021 President's Award</p> <p>Dan McCaffery</p> <p>Society for Hospitality and Foodservice Management 2021 Friend of the Foundation Award</p> <p>On May 4, 2021 from Fast Company - The projects we honor in the World Changing Ideas Awards are more important than ever. You and your fellow honorees are playing an important role in building a better world—now and as we emerge from the coronavirus crisis. We're proud to support the bold ideas you're working on. Our team determined which ideas were creative and meaningful enough to be included in our list. Thank you again for your continued support of Fast Company and your innovative work. See link under popmarts (Kitchens To Go by Mobile Modular): https://www.fastcompany.com/90619192/world-changing-ideas-awards-2021-enduring-impact-15-years-in-business-finalists-and-honorable-mentions</p> <p>On January 30, 2020 members of the Mira Loma, CA Mobile Modular team volunteered at a non-profit organization in Fontana, CA called Heroes Warehouse. This organization collects and donates furniture and household goods to needy veterans in the local community. The Mira Loma, CA team helped the organization by doing some landscaping and clean-up around their property and organizing their warehouse of furniture and household goods and this is what they wrote: "We all had an amazing experience with this incredible organization"</p>	*
20	What percentage of your sales are to the governmental sector in the past three years	Government 34%	*
21	What percentage of your sales are to the education sector in the past three years	Education 35%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>State of California Contract#110059947 \$441K City of Tracy, CA Contract#110061354-56 \$312K County of San Mateo, CA Contract#110053497-682 \$314K</p> <p>E&I Cooperative Services: Is the only member-owned, non-profit sourcing cooperative exclusively focused on serving the education community. 2022 YE Est \$4,470,000 2021 \$4,375,000 2020 \$2,290,000</p> <p>Buy Board: All products, supplies, equipment, and services that appear on the BuyBoard have been competitively procured and awarded by the Cooperative. \$4,313,251.32 total sales on contract Modular Buildings, Classrooms, and Relocation Services 637-21.</p>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Our annual GSA contract is typically \$1.5 Million Dollars. Department of Interior: \$396.36K Department of Justice:\$580K Department of Navy:\$2.23K Air Force:\$181.26K Homeland Security:\$99.93K Department of Agriculture:\$186.59K Army: \$239.31K Health and Human Services:\$7.93K US Army Corps of Engineers: \$38.68K</p>	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Santa Cruz City School District	Trevor Miller (Director of Facilities)	831-429-3904 x 59102	*
Ohlone Community College Fremont & Newark	Alex Lebedeff (Director of Contract Administration, Purchasing, Risk Management & Auxiliary Services)	510-659-6263	*
Chesterfield County Public Schools	Scott Carson	804-748-1405	*
Mt. View Whisman School District	Ayinde Rudolph (Superintendent)	650-526-3500	
HACLA (Housing Authority City of Los Angeles)	Kevin Sharp	213-252-3163	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Santa Cruz City School District	Education	California - CA	The project totaled 20,160 square feet of learning space and consisted of multiple single story classroom buildings on three campuses: Branciforte Small Schools, De Laveaga Elementary School, and Bay View Elementary School. The Project meets the contracting valuation criteria, and demonstrates Mobile Modular's technical abilities with modular building experience.	\$6,149,958.00	\$6,165,128.90	*

Ohlone Community College District	Education	California - CA	Rental, delivery, foundation installation, modular installation, dismantle, of (112) 12x40' prefabricated modules, labor and material for interior and exterior modifications and improvements. Use of crane, forklift, translift. Included design phase and value engineering support and services to ensure classrooms met occupancy use/needs and all required Division of State Architect regulations, assessment of civil scope, ramp design and path of travel consideration to meet ADA requirements. Utility disconnect and asphalt removal at time of return. Job Hazard Analysis and Safety Plan	\$3,398,636.83	\$3,433,906.97	*
Los Angeles Unified School District (LAUSD)	Education	California - CA	Rental, delivery, foundation installation, classroom modular installation, dismantle, of multiple 12'x40' prefabricated classrooms, labor and material for interior and exterior modifications and improvements. Use of man power along with forklift, translift. Included design phase and value engineering support and services to ensure classrooms met occupancy use/needs and all required Division of State Architect regulations, assessment of civil scope, ramp design and path of travel consideration to meet ADA requirements. Utility disconnect and asphalt removal at time of return.	\$2,552,139.01	\$4,344,899.09	*
Housing Authority City of Los Angeles	Government	California - CA	This project totaled 8,640 square feet of office space and consisted of multiple units combined into one multiplex 144'x60' modular building campus. This turnkey project included manufacturing, delivery and installation.	\$1,449,250.02	\$1,816,621.82	*
Patriot - Ft. Myer Dorm Swing Space	Government	Virginia - VA	This project totaled 44,544 Sq. Ft. of swing space building. Delivered multiple floors from factory, installed on site with piers/pads/anchored down to have this entire swing space building ready to occupy.	\$6,001,135.00	\$6,001,135.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	<p>Mobile Modular Management Inc:</p> <p>Our Custom Modular Solutions division have licenses to sell custom modular solutions units in all 50 states nationwide with the help and support of our inventory centers and different factories located around the nation and that we work with.</p> <p>Locations of our network of sales:</p> <p>CMS Nationwide: The number of workers involved with sales and services are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division:</p> <p>Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, MT, WY, and CO. The number of workers involved with sales and services within this branch are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews)</p> <p>Northern California: With an office located in Livermore CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 57 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 70 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Central: With an office located in Williston ND servicing/covering the states of North Dakota, South Dakota, Montana and Wyoming. The number of workers involved with sales and services within this branch are: 10 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Texas: With offices located in Pasadena TX and Grand Prairie TX servicing/covering the following States: TX, OK, LA and AR. The number of workers involved with sales and services within this branch are: 60 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Florida: With an office in Auburndale FL servicing/covering the entire state of Florida. The number of workers involved with sales and services within this branch are: 30 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Mid Atlantic: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: AL, TN, GA, SC, NC, VA, WV, PA, DC, MD, DE and NJ. The number of workers involved with sales and services within this branch are: 50 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p>
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27	Dealer network or other distribution methods.	<p>Mobile Modular Management Inc:</p> <p>Our Custom Modular Solutions division have licenses to sell custom modular solutions units in all 50 states nationwide with the help and support of our inventory centers and different factories located around the nation and that we work with.</p> <p>Locations of our network of sales:</p> <p>CMS Nationwide: The number of workers involved with sales and services are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division:</p> <p>Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, MT, WY, and CO. The number of workers involved with sales and services within this branch are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews)</p> <p>Northern California: With an office located in Livermore CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 57 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 70 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Central: With an office located in Williston ND servicing/covering the states of North Dakota, South Dakota, Montana and Wyoming. The number of workers involved with sales and services within this branch are: 10 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Texas: With offices located in Pasadena TX and Grand Prairie TX servicing/covering the following States: TX, OK, LA and AR. The number of workers involved with sales and services within this branch are: 60 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Florida: With an office in Auburndale FL servicing/covering the entire state of Florida. The number of workers involved with sales and services within this branch are: 30 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Mid Atlantic: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: AL, TN, GA, SC, NC, VA, WV, PA, DC, MD, DE and NJ. The number of workers involved with sales and services within this branch are: 50 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p>
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28	Service force.	<p>Mobile Modular Management Inc:</p> <p>Our Custom Modular Solutions division have licenses to sell custom modular solutions units in all 50 states nationwide with the help and support of our inventory centers and different factories located around the nation and that we work with.</p> <p>Locations of our network of sales:</p> <p>CMS Nationwide: The number of workers involved with sales and services are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division:</p> <p>Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, MT, WY, and CO. The number of workers involved with sales and services within this branch are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews)</p> <p>Northern California: With an office located in Livermore CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 57 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 70 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Central: With an office located in Williston ND servicing/covering the states of North Dakota, South Dakota, Montana and Wyoming. The number of workers involved with sales and services within this branch are: 10 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Texas: With offices located in Pasadena TX and Grand Prairie TX servicing/covering the following States: TX, OK, LA and AR. The number of workers involved with sales and services within this branch are: 60 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Florida: With an office in Auburndale FL servicing/covering the entire state of Florida. The number of workers involved with sales and services within this branch are: 30 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Mid Atlantic: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: AL, TN, GA, SC, NC, VA, WV, PA, DC, MD, DE and NJ. The number of workers involved with sales and services within this branch are: 50 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Purchasing a New Modular Buildings vs Leasing or Purchasing from our existing Modular Inventory:</p> <p>With a multitude of modular office configurations to choose from, we have the ability to meet your project needs. With locations across the country, we can ship modular buildings quickly to your site to keep you on schedule. Mobile Modular provides custom prefab buildings for commercial and education solutions such as mobile offices, portable classrooms, restrooms and more. We also provide blast resistant modules for rent, lease or sale.</p> <p>Guide to Modular Ordering/Fabrication Process:</p> <p>Step 1: Project Scoping Floor Plan/Design with our Mobile Modular Consultant</p> <p>The design phase of the modular building process will create the description of the building desired, by providing detailed plans and specifications.</p> <p>A strong and healthy conversation with our Mobile Modular Consultant will bring together the necessary information to bring your building plan alive.</p> <p>Here are a few of the general questions to start with:</p> <p>Do we already have a budget for the project?</p> <p>Have you already selected the site location for the project?</p> <p>Is the modular building meant for temporary or permanent usage?</p> <p>How soon will the building be occupied?</p> <p>How many people will the modular building house?</p> <p>How much square footage is required?</p>

How big is the building footprint (exterior) for the modular building?
 How many bathrooms are required?
 Are fire suppression systems required?
 Does the building need to be ADA compliant?
 What direction will the building face?
 What exterior finish does the customer want?
 What interior finish does the customer want?
 What flooring does the customer want?
 What kind of foundation is appropriate?
 What kind of roof is appropriate?
 This is where we identify what the customer is looking for, whether it's a cost-driven utilitarian building, or a modern energy efficient modular building. Once this information has been gathered our Mobile Modular consultant and team will produce the ideal modular building design to fit the customer's needs.

Step 2: Pricing Information (Proposal) by our Mobile Modular Consultant:

Mobile Modular Consultant will provide you with a complete estimated cost (quotation) for the desired modular building pre-designed floor plan, along with the pricing information for the delivery and installation of the modular building.

Step 3: Terms and conditions:
 Approvals & Down Payment

Step 4: Engineering

The modular building design will go through the Mobile Modular or factory engineering team for a complete engineering evaluation. Modular buildings are subject to a series of national, state and local building codes that ensure the building meets a set of standards codes for safety and performance, such as fires, earthquakes and the Hurricane Zone codes adopted by many coastal counties. During this review process our engineering department confirms that our design proposal meets all applicable building codes. After our engineering team review has been completed the engineering documents are sent for approval from an independent third party engineering review.

Step 3: Permits & Approvals

A construction permit or building permit is a permit required in most jurisdictions for new construction or major renovations.
 Typical construction permits required can include:

Site plan
 Building permit
 Mechanical permit
 Plumbing permit
 Concrete permit
 Encroachment permit
 Sign permit
 Flood district development permit

The building owner is ultimately responsible for securing building permits for work on their property. In practice most building owners appoint the general contractor as an authorized representative so the contractor can obtain the required permits. The building owner is advised to confirm that the general contractor has secured the proper building permits for their project. Failure to obtain the proper permits can result in significant fines, penalties, and even demolition of unauthorized construction.

Step 4: Site Development: The area selected for the installation of the unit (s). One of key factors with modular construction is that the site development and building foundation are prepared while the modules are being fabricated at the manufacturing facility and transported to the job site. The site development and building construction processes happen concurrently instead of sequentially like site built construction. Projects are developed on a variety of geographic settings; typical site development includes:

Surveying
 Demolition
 Excavation
 Grading
 Site drainage
 Foundation construction
 Utility installation

There are two primary modular building foundation classifications; on grade and

		<p>raised or full foundation. An on grade foundation is generally for permanent installations and is more expensive. A full foundation can be used for temporary or permanent structures, it is less expensive to install, and it is more cost effective to relocate the building later while causing minimal site disturbance.</p> <p>Step 5: Plant Fabrication Modular fabrication refers to the process of building and constructing equipment off-site in a fabrication facility. The completed product can then be delivered to the worksite and quickly installed and integrated into field operations. This differs from on-site construction in which the equipment or system is fully built at the worksite. Modular fabrication offers another set of very significant benefits over field construction: efficiency, speed, safety, quality, economy, and convenience.</p> <p>Step 6: Transportation Each modular unit is shipped over the road by haulers experts in modular building transportation. In most U.S. jurisdictions building shipping limitations are 14' wide and between 60' & 90' in length per module unit.</p> <p>The scope of the project and the size of the modules determines how the project is transported to the job site. For big modular buildings, that consist of many modular units, the delivery is staged in phases so the Mobile Modular set-crew can prepare and install the modules in a logical sequence.</p> <p>Step 7: Installation Mobile modular setcrew will install the modular building, complete any on site finish out and make the final utility connections if needed.</p> <p>The choice of building foundation determines how the building will be installed. Permanent, semi-permanent and on grade foundations will require the modules to be set with a crane. Raised foundations, typically used for temporary buildings, allow the modules to be set in place through simple mechanical methods.</p> <p>With the modules in place final touch out of the interior and exterior proceeds. Finish out can include electrical and mechanical system connection between modules, stairs, ADA ramps, skirting, exterior siding, trim and utility connections.</p> <p>Step 8: Safety and Quality Most people who have ever been on a construction site understand the dangers associated with heavy machinery. In an on-site construction project, the dangers are often elevated since conventional, daily operations are likely to be on-going nearby. With modular fabrication, the work is done off-site, which means that the company's routine operations are not disturbed or endangered, and by the same token, the fabrication work itself is also safer and easier to monitor. Additionally, modular fabrication allows for very thorough testing and evaluations to be done before the new goods and equipment ever reach the worksite. This allows for problems to be quickly and safely fixed before they become a field hazard and endanger workers or material resources on-site. Modular fabrication enables the highest industry standards to be met and all regulations and guidelines to be stringently adhered to.</p> <p>Step 8: Warranty Services Our custom modular buildings are built with high-quality materials, excellent workmanship, and always within customer specifications. Should an issue arise, we will address it immediately.</p>	
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>As the complete modular solution provider, Mobile Modular expert technicians are available to service your modular classroom, building or complex. By either calling our 24hr 800 number or by completing the service request form, one of our team members will contact you to set up a service appointment. Please allow for next business day response if you are calling or submitting this form outside our regular business hours. Your lease includes service calls by Mobile Modular and its authorized subcontractors for repairs resulting from routine wear and tear of the building and equipment. Your lease does not include: charges for any service performed by other vendors or individuals, janitorial services, HVAC filter replacement and/or coil cleaning, light bulb replacement and pest control.</p>	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As a leader in the modular building industry, we take pride in our end-to-end project solutions. With over 40 years of exceptional service and expertise, we are committed to matching the right product with each customer. Whether you are looking for a commercial or education building, our supply of modular and prefab buildings are available to lease or to own across the United States. Your project is our commitment! As an industry leader, our goal is to provide a comprehensive customer experience guided by our team of experts from start to finish. We offer a wide range of both temporary and permanent modular building solutions to meet the needs of major industries including education, construction, healthcare, government, commercial, retail, industrial and petrochemical. Our customers are able to build their ideal modular education building accessories floorplan with the help of our 360 3D Visualizer. It allows users to customize their buildings with an assortment of exterior wall colors, flooring options, restrooms, offices, equipment, and accessories.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	N/A	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We currently can not service Canada but we are continuing to expand our operations organically and through acquisitions	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	A warranty servicing and shipping distance surcharge may be added depending on the type of transaction. If required this will be discussed and negotiated before a quote is provided	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Mobile Modular will promote this contract opportunity through its website at www.mobilemodular.com , with internet advertising, promoting and direct marketing, along with the help of our Marketing team, MM will start sending *email blast* to thousands of state and local government agencies nationwide that are related to this contract opportunity. See upload.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	A couple years ago we developed a 360 3D Building Visualizer tool that allows the user to design, build and furnish their own modular building. Our visualizer contains regional specific products such as classrooms, offices, blast resistant modules and restrooms. The user can utilize the visualizer on any device with features such as social distancing guidelines, walk – thru building experience, decorate, build cabinet sets, select unique paint colors and more. This unique one-of-a-kind modular building tool lets the customer truly visualize their modular building before purchasing or leasing. Mobile Modular leverages customer data to personalize our marketing to build a better customer experience. We look to amplify MMMC products and services through effective, high-impact driven digital channels. We do this by routinely adjusting SEM investment, tailoring SEO to regional messaging, investing in social media ads as well as retargeted display ads and dynamic web loads based around geo preference. We want to foster an environment of innovation, long-term planning, measurement, transparency and collaboration with the MMMC business partners.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	This can be a fruitful avenue to drive increased revenue streams. I believe that thousands of government agencies will be saving time and money during the procurement process with the help of Sourcewell, along with that Sourcewell participating entities can significantly reduce the overall sales cycle by already having a negotiated contract and pricing information with Mobile Modular. We will train our sales representative receives to promote the Sourcewell contract. Our National Accounts Team – Government and Sr Government Sales Manager in charge of Sourcewell business development will edit the quote to verify the appropriate notes, verify pricing, and ensure the transaction is handled appropriately. At the point when the customer indicates they are ready to move forward with the order, and they will issue a PO.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, we have an online method of selecting buildings and any optional accessories and if helpful use our 360 3D Visualizer then automatically send that off for a specific quote from the local sales rep

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	For new building purchases O&M equipment manuals and product maintenance literature are provided at no cost. For standard building equipment in person or virtual training is typically not required, however if requested we can provide basic training at no cost. We provide this training by our warrantee service employees or third party product providers i.e. HVAC supplier.	*
41	Describe any technological advances that your proposed products or services offer.	Sourcewell Participating Entities can use our website to choose buildings offered in their geographical area and utilize our 3D Visualizer tool. We are the only commercial, government, and education modular building provider that offers this type of tool. Additionally during the pandemic it was an opportunity for customers to utilize the social distancing feature to properly set up their classroom or office in a way that follows social distancing protocols. We introduced the digital transformation to the modular building marketplace. By taking a physical asset and turning it into a customizable digital asset on any device, including ADA ramps/steps, awnings, and furniture. See uploaded PDF	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Our Sr. Government Sales Manager holds a current LEED AR BD+C Accreditation (certificate uploaded) For new building purchases we can provide design and specification consulting to meet LEED requirements and in general consult on best practices for overall best life cycle design and green/sustainability. Optionally at additional cost our lease fleet buildings can be modified to upgrade/install new equipment that meets Energy Star requirements or other green/sustainable certification programs	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We provide buildings that are designed and constructed to meet the most stringent energy codes in affect at the time of manufacture. Upgrades are available to custom buildings at additional cost to certify and label LEED compliance and other green/sustainable programs. Equipment, fixtures, and appliances can be specified and supplied with labels meeting Energy Star or other green/sustainable programs	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We subcontract the majority of our site work; delivery, installation, and utility connections to small business. These range from; SB, WOSB, EDWOSB, VOSB, SDVOSB	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Mobile Modular does not sell or lease via a national call center. RFQs are delivered to the sale rep in the region your Sourcewell Participating Entities are located. Internet inquiries are issued to the regional sales manager who promptly places the request with the sales rep who can complete a quote usually the same day. Online service requests are delivered directly to the service team for quick response and schedule communications. Our online 3D visualizer and help choose the right size and configuration needed to assure all needs are met. Our in house technical project managers or installation PMs can perform a site visit to assure a quality installation.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	New buildings purchased are covered; products, parts, labor, for one year from the date of manufacture. Leased buildings are covered for the term of the lease for products, parts, and labor as described in the uploaded warrantee Service Guide	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We expect the buildings to be used for the purpose stated by the customer. The following items are not included in your Lease Agreement and such services are not provided by Mobile Modular : janitorial services, HVAC filter replacement, HVAC coil cleaning, light bulb replacement and pest control. Customer is responsible for damages caused by theft or vandalism, accidents, negligence, improper maintenance, failure to report water leaks in a timely manner, extreme weather, or acts of God.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We will provide service in all regions that we sell, lease, and install buildings	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We will provide service for all products we provide regardless of who the OEM is.	*
51	What are your proposed exchange and return programs and policies?	We will correct any building issues while the building is in place during the lease term. Depending on the circumstances a mid-term return is subject to an early return fee	*
52	Describe any service contract options for the items included in your proposal.	We offer; furniture and office equipment and appliance rental. We have an optional HVAC system maintenance service. We provide a design service for custom engineered building and foundation plans. In some areas we can offer permitting services	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	We accept checks, ACH transfers, and P-cards. Payment terms are net 30 from invoice date. Building sales are subject to credit check and typically we invoice 25% upon order, 65% when ready to ship, and 10% as a final bill when the owner has beneficial occupancy. Lease invoicing is line item invoicing per scope of work, typically when installation is complete (one time cost), Monthly lease invoicing for rental, and final invoicing for the teardown and return (one time cost) at the end of lease	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer in house lease rates based on the lease term. We offer third party finance company lease to purchase options	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See the uploaded Standard Documents; Lease Terms and Conditions, Supplemental Lease Terms and Conditions, Sale Terms and Conditions, Supplemental Sale Terms and Conditions	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We offer P-card payments at no additional fee	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our uploaded not to exceed Sourcewell pricing matrix has leasing rates established through our software system pricing tool that is based on market conditions, specific product utilization data, size and volume of business as a class of customer, win/loss ratios, and many other pertinent data inputs. The method used to establish pricing levels 2% to 25% below our standard rates for this Sourcewell RFP is as follows: System inputs were (1) customer category, high volume customers; Large commercial contractors (our lowest price category), (2) size of customer we input large (produces lowest price in the size category), (3) After the two price discount in steps 1&2 our pricing system allows an additional sliding scale price choice; Optimum (highest price), Target (mid-level price), and Minimum (lowest price available) We input at or near minimum to produce the submitted NTE price lowest final price available for Sourcewell Participating Entities. For building purchases, floor plan modifications, deliveries/transportation, foundations (except standard Block & Level), site preparation, custom installation, ancillary construction, utility development and connections, low voltage systems, structured cabling, servers and equipment, we use RSMeans (regionalized pricing system) plus 17% markup (the same system and rate approved in our Federal GSA Contract)	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our uploaded not to exceed Sourcewell pricing matrix represents a discount range of 2% to 25% discount from our standard pricing levels.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are negotiated on a case by case basis. We offer negotiated volume rebate programs starting at \$500K in yearly revenue volume and up. The additional discounts range from 2% to 5%	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products or services can be provided at cost plus 17% or priced via the RSMeans regionalized pricing system plus 17% markup	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Sales/Use tax and Personal Property Expense (PPE) fees will be an additional cost based on the installation location unless we receive a valid tax exemption certificate. Local permit fees if required. Site security access training for installation crews if required. Return cleaning fees	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Can be provided at cost plus 17% or priced via the RSMeans regionalized pricing system plus 17% markup	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Installation, customization, site work and ancillary construction/services match our federal GSA Contract pricing

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our sales reps and regional sales managers will be trained to recognize and verify if a state or local government agency is a Sourcewell participating entity and verify they intend to use the Sourcewell contract and corresponding pricing. Our CRM quoting system already tracks federal, state, and local entities on both quotes and awards. An additional CRM flag will be added for Sourcewell related awards. Our daily automated booked/billed report will highlight those Sourcewell related awards. Two employees, the National Account – Government Manager and Sr. Government Sales Manager will be tasked with collecting the data, developing quarterly reports and generate a quarterly payment to Sourcewell. We currently do this very same thing over the last 15 years for our federal GSA Contract, issuing quarterly IFF payments to GSA.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will utilize our existing tracking method in our CRM and quote generating system. We currently track and generate automated reports on all federal, state, and local quotes and PO awards by entity. We will add an additional flag for those awards (PO issued) using the Sourcewell contract
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We will pay an administrative fee of 1.5% of all sales and lease revenue generated from Sourcewell participating entities that utilize the contract

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Mobile Modular provides custom pre-fab buildings for government-commercial & education solutions such as Temporary or Permanent Office Modular Buildings (Trailers) such as: Government Field Office, Contractor Office Space, Modular Swing Space, Pre-Fabricated Modular wood building, Restroom Trailers, Kitchen Trailers, Blast Resistant Modulares, Container "Connex" boxes, and any Custom Made Modular building desired). Our Turnkey solutions for modular buildings includes: Site services, furniture, project management, Plus turnkey solutions improve efficiency by saving you the hassle of working with multiple vendors and managing numerous invoices.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Modular restroom trailers, Connex Containers, Restroom trailers, Prefabricated SCIF, Temporary Scif, Modular Scif, Modular Dormitories, Modular Dorms, Temporary Dorms, Pre Fabricated Multi Story, Pre Fabricated Multistory, Prefabricated Multistory, Modular Building, Temporary Field Office, Temporary Classroom, Pre-Engineered Structure, Temporary Kitchen, Connex box, Temporary Connex, Temporary Container, Portable Container, Construction Trailer, Swing Space, Temporary Modules, Temporary Office Space, Temporary Structure, Relocatable Building, Office Trailer, Prefabricated Modular, Prefabricated wood portable building, Temporary Office Trailer, Prefabricated Trailer, Temporary Construction Trailer

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
71	Relocatable, demountable, portable, modular, temporary, and reusable buildings or storage	<input checked="" type="radio"/> Yes <input type="radio"/> No	There are other keywords that Mobile Modular recommends for this category/listed types of equipment: Modular Restroom Trailers, Portable Connex/Containers, Prefabricated SCIF Buildings, Modular Temporary Dormitories, Prefabricated Multi Story, Temporary Modular Classrooms, Modular Kitchen, Temporary Swing Space. *
72	Services related to the above offerings such as: assembly, disassembly, upkeep, repair, maintenance, leasing, rental, delivery, and transportation of the building or storage solutions described in Line 71 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	MM also offers Turnkey solutions for Modular Buildings: Site Related Services (electrical sewer lines water lines), Furniture and project management. *

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Price List Final 120822.xlsx - Thursday December 08, 2022 14:49:02
 - [Financial Strength and Stability](#) - Financial SEC 10-Q 2022.pdf - Tuesday December 06, 2022 14:15:03
 - [Marketing Plan/Samples](#) - 3D Visualizer & Sample Email Marketing Sourcewell.pdf - Tuesday December 06, 2022 15:57:04
 - [WMBE/MBE/SBE or Related Certificates](#) - LEED-Building Design + Construction.pdf - Tuesday December 06, 2022 14:24:26
 - [Warranty Information](#) - Factory New Warantee & Lease Service Guide.pdf - Tuesday December 06, 2022 14:21:59
 - [Standard Transaction Document Samples](#) - Lease-Sale T&C & Supplemental Terms.pdf - Tuesday December 06, 2022 14:22:13
 - [Upload Additional Document](#) - UCLA KREC Fitness Center (BY Design Space).pdf - Tuesday December 06, 2022 12:41:36

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Patrick Muchmore, Sr. Government Sales Manager, McGrath RentCorp, DBA Mobile Modular Management Corp, DBA Mobile Modular Portable Storage, DBA Kitchens To Go

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Relocatable_Building_Solutions_RFP_120822 Wed November 30 2022 09:30 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Relocatable_Building_Solutions_RFP_120822 Wed November 2 2022 10:09 AM	<input checked="" type="checkbox"/>	1



Mobile Modular Management Corporation
1100 Highway 559
Auburndale, FL 33823
863-965-3700
www.mgrc.com

Lease Quotation and Agreement

Quote # Q-503547
Date of Quote 05/16/2025
Quote Expiration Date: 06/30/2025
Lease Term: 36 Months
Lessee PO#:

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

Lessee Name and Billing Address	Site Information	Lessor Name
Polk County, a political ("Lessee") subdivision of the State of Florida 1011 Jim Keene Boulevard Winter Haven, FL 33880 Holden Wright Phone: (863) 298-4215 holdenwright@polk-county.net Sourcewell member Account#24566	Holden Wright NE Regional WW Plant Davenport, FL 33836 Cell: (863) 298-4215 holdenwright@polk-county.net	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Lessor") Questions? Contact: Carolyn Prescott Direct Phone: 1 (863) 508-6882 carolyn.prescott@mobilemodular.com

Equipment and Accessories	Qty	Monthly Rent	Extended Rent	Taxable
Office, 48x60 DBPR (NonStd) (Non-Standard				
Configuration.Size excludes 4' towbar.)	1	\$3,831.00	\$3,831.00	N
Sourcewell 48 Wide Office Trailer Monthly Rental Rate fee is \$3,831.00				
Steps, Standard (open mkt)	1	\$150.00	\$150.00	N
RNT, Ramp (open mkt)	1	\$600.00	\$600.00	N
Furniture (Sourcewell price)	1	\$1,062.00	\$1,062.00	N
Equipment and Accessories Monthly Subtotal:				\$5,643.00
Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Office, 48x60 DBPR (NonStd) (Non-Standard				
Configuration.Size excludes 4' towbar.)				
Delivery	4	\$611.00	\$2,444.00	N
Block and Level Building	1	\$13,365.00	\$13,365.00	N
Essential Material Handling Fee	4	\$75.00	\$300.00	N
Delivery, Steps	1	\$200.00	\$200.00	N
RNT, Install or Delivery (Ramp Install)	1	\$1,700.00	\$1,700.00	N
RNT, Install or Delivery (Furniture Delivery)	1	\$450.00	\$450.00	N
Modifications			\$0.00	
Charges Upon Delivery Subtotal:				\$18,459.00
Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Office, 48x60 DBPR (NonStd) (Non-Standard				
Configuration.Size excludes 4' towbar.)				
Return	4	\$611.00	\$2,444.00	N
Prepare Equipment For Removal	1	\$9,720.00	\$9,720.00	N
Cleaning Fee	4	\$450.00	\$1,800.00	N
Removal, Steps	1	\$200.00	\$200.00	N
RNT, Removal (Ramp Removal)	1	\$1,700.00	\$1,700.00	N
RNT, Removal (Furniture Removal)	1	\$450.00	\$450.00	N
Estimated Charges Upon Return Subtotal:				\$16,314.00



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MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

Total Estimated Charges

Subtotal of Monthly Rent	\$5,643.00
Personal Property Expense	\$00.00
Taxes on Monthly Charges	\$0.00
Total Charges per Month (including tax)	\$5,643.00
Charges Upon Delivery (including tax)	\$18,459.00
Estimated Charges Upon Return (including tax)*	\$16,314.00
Estimated Initial Invoice*	\$24,102.00

*Charges upon return will be charged at Lessor's then-current rates for lease terms greater than 12 months.

Special Notes

Additional Note: Mobile Modular **Sourcewell** Contract#1208220-MMR. (1) 48 wide Office Building and furniture are using standard **Sourcewell** rental rate pricing. Other rental items are using open market rates. All one-time charges except block and level, including delivery, installation, ramp, return fees, etc. are priced using vendor or self performed pricing to remain at or below the **Sourcewell** approved not to exceed RSMeans plus 17% Markup.

Quote based on availability. Temporary/Portable Holding Tanks: Lessor shall not be liable for loss or damage as a result of holding tanks that fill up more quickly than expected, or that overflow. Lessor strongly recommends that the equipment be connected directly to sanitary sewer lines. This proposal does not include steps, ramps, skirting, furniture, holdings tanks, or awnings unless specifically identified on quote.

This proposal assumes the use of earth anchoring on grass or dirt surface. Customer is responsible for scheduling all locates (www.sunshine811.com) and making MMMC aware of any hazards before digging.

FL Not included in scope of work: Site architect services, building permits, site contracting not limited to sidewalks, grading, site preparation, utilities/connections, grounding, fire alarm systems, fire sprinkler systems. If tires or axles need to be removed, this will be done at an additional charge.

RAMP- Additional Charges will apply if: Site is not level, additional sections are required due to site conditions, custom layout or product is requested, and other variables that may impact installation. Tie downs in sugar sand may incur an additional fee.

Three hard copy sets of building plans will be provided at no cost. Additional sets and E-seals are available at an additional charge.

****ASPHALT and CONCRETE** Buildings set on asphalt or concrete will be at an additional charge of \$40/per anchor.**

PLEASE CIRCLE - (DIRT) (ASHPALT) (CONCRETE) or (OTHER) and INITIAL HERE. _____

Additional Information

- Quote is valid for 30 days.
- Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- For lease transactions, Lessor reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval. Security deposit and payment in advance may be required.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Estimated Equipment Value

The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Equipment Description	Qty	Estimated Equipment Value (each)
Office, 48x60 DBPR (NonStd)	1	\$190,050.00



Mobile Modular Management Corporation
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MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

Item	Qty	Cost	Total
L Shaped Desk	8	\$ 52.00	\$ 416.00
8' Conference Table	1	\$ 38.00	\$ 38.00
Bookcase 72"	10	\$ 23.00	\$ 230.00
6' Training Table	2	\$ 34.00	\$ 68.00
Mesh High Back	8	\$ 17.00	\$ 136.00
Enterprise Mid-Back	8	\$ 13.00	\$ 104.00
Fridge	1	\$ 70.00	\$ 70.00
		Total	\$ 1,062.00



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Lessee PO#:	

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Lease Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Lessor shall generate a Lease Agreement Number, which shall be referenced on all Lessor invoices.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Lease Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Lease Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

LESSOR:

Mobile Modular Management Corporation
a Division of McGrath RentCorp

LESSEE:

Polk County, a political subdivision of the State of Florida

Signature: _____

Signature: _____

Name: _____

Phil Hawkins

Name: _____

Title: _____

COO

Title: _____

Date: _____

6/3/2025

Date: _____

Reviewed as to form and legal sufficiency

County Attorney's Office



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Lessee PO#:	

LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.
2. **TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: "**Accessories**" shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; "**Equipment**" shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.
3. **PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.
4. **LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site (the "Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Charges per Month specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.
5. **EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Charges per Month from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Charges Upon Return from those specified in this Agreement to reflect Lessor's then-current market rates for such services.
6. **PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.
7. **RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty (30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Charges per Month set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Charges per Month will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Charges per Month; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Charges per Month. The charges reflected in this Agreement for Charges Upon Return will be adjusted for any Lease Term longer than twelve (12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.
8. **WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not



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Lessee PO#:	

extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. **THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY EQUIPMENT.**

9. **TAXES.** Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.

10. **LOSS OR DAMAGE.** Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.

11. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. **RESERVED.**

13. **EVENTS OF DEFAULT; REMEDIES.** Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess.. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

Lease Terms and Conditions, Rev. 07/01/2022

SUPPLEMENTAL LEASE TERMS AND CONDITIONS

1. **AGREEMENT.** These Supplemental Lease Terms and Conditions are incorporated by reference into the Lease Agreement between Lessor and Lessee (as identified in the Lease Agreement). All capitalized words used and not otherwise defined in these Supplemental Lease Terms and Conditions shall have the same meanings and definitions as those used in the Agreement. As used herein, "this **Agreement**" shall mean, collectively, the Lease Agreement, the Lease Terms and Conditions, and these Supplemental Lease Terms and Conditions.
2. **CERTAIN EXCLUSIONS FROM PRICING.** Unless otherwise specified in writing, prices and/or charges do not include permits, ramps, stairs, seismic foundation systems (such as Tiedowns (as defined below)), temporary power, skirting, engineering, or utilities or related installation and/or removal of same. Pricing for set up or installation (including, without limitation, of the building, skirting, Tiedowns, ramps, etc.) does not include dismantling or removal unless explicitly specified in writing. Except for skirting and earth anchors, unless otherwise noted in writing, ownership of all installed or supplied items is retained by Lessor.
3. **CREDIT APPROVAL; SECURITY DEPOSIT.** This transaction is subject to prior credit approval of Lessee to the sole satisfaction of Lessor. A security deposit and/or down payment in advance may be required in Lessor's sole discretion. If applicable, Lessee shall pay to Lessor the security deposit ("**Security Deposit**") amount specified in this Agreement. Lessor shall have no obligation to collect or pass through to Lessee any interest that Lessor may earn on the Security Deposit. In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified herein. Lessor shall have no obligation to segregate the Security Deposit in a separate account, except as expressly required by applicable law. Lessor shall return to Lessee any remaining balance of the Security Deposit upon Lessee's return of the Equipment to Lessor.
4. **USE, MAINTENANCE, CONDITION.** Lessee understands and agrees that: (a) the Equipment is only to be used for office space, light storage or classroom facilities and for no other purpose without the prior written consent of Lessor; (b) the Equipment is not pre-wired for features such as telephones, data lines, fire alarms, intercoms, lightning suppression, or other similar uses; (c) in the event that the Equipment includes cabinetry/casework, such cabinetry/casework may be fabricated with particleboard, which is known to emit certain levels of formaldehyde. Lessee is hereby advised that lower emission and formaldehyde-free options are available for an additional cost. Lessor shall have no liability for the effects of the emittance of certain levels of formaldehyde in connection with the Equipment. Lessee shall maintain all Equipment in good condition and repair (ordinary wear and tear excepted) as set forth in Lessor's Service Guide, which may be viewed on Lessor's website at <https://www.mobilemodular.com/resources/product-guides>. Lessee shall not make any alterations, modifications, additions or improvements to the Equipment without Lessor's prior written consent. Lessor or its employees, subcontractors or agents, may from time to time at any reasonable time, enter upon the Site for the purposes of (a) inspecting the Equipment; (b) repairing the Equipment; or (c) photographing the Equipment (including any items or occupants within or surrounding the Equipment) for Lessor's internal use. Lessor shall bear the expense of all repairs that it determines are needed to ameliorate normal wear and tear or defects in the Equipment; the expense of all other repairs shall be borne by Lessee. Lessee shall promptly notify Lessor of any defects in the Equipment. Unless otherwise specified in this Agreement, the Equipment is from Lessor's previously rented / used inventory.
5. **SPECIAL WAGE REQUIREMENTS.** Unless otherwise specified in this Agreement, prices do not include union labor, prevailing wages and fringe benefits under the Davis-Bacon Act, overtime provisions of the Contract Work Hours and Safety Standards Act, prevailing wages and fringe benefits under the McNamara-O'Hara Service Contract Act, or other special or certified wages or fringe benefits required in addition to those wages generally required under the Fair Labor Standards Act and applicable state and local law. It is the sole responsibility of Lessee to notify Lessor, in writing, at least five (5) business days prior to execution of this Agreement, to the extent that any special or certified wage or fringe benefit requirements are applicable to Lessee's project so that they may be included in this Agreement. If Lessee does not do so, and such special or certified wage or fringe benefit requirements are required, additional charges will apply. If requested by Lessee in writing, Lessor will provide payroll and other related documents to the extent that Lessor is allowed by applicable law or regulation to share such documentation with Lessee. Unless explicitly agreed upon in writing by Lessor, Lessor does not hereby agree to participate in any project-specific reporting requirements, including but not limited to special reporting systems, software, or online portals, and, if agreed to, such participation by Lessor may be subject to additional fees payable by Lessee.
6. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Lessor shall deliver and set up the Equipment at the site location (the "**Site**") identified on the first page of the Agreement. Lessee shall provide Lessor with clear access to the Site for delivery of the Equipment by industry-standard delivery methods and set up by industry-standard set up methods. Lessee is solely responsible for ensuring that the Site is dry, compacted and level (defined herein as length of the Equipment having no greater than a four (4) inch drop in forty (40) feet and the width of the Equipment having no greater than a one (1) inch drop in eight (8) feet). Lessee: (a) warrants and represents that it has exercised due diligence and care in selecting a suitable Site for the Equipment and agrees that it is solely responsible for the identification of all underground elements at the Site, including but not limited to utility lines, utilizing the appropriate third-party services and that Lessee retains liability for the designation of such elements at the Site should there be any ground-penetrating activities performed in connection with set up of the Equipment; (b) agrees to clearly mark the four (4) corners of the area where the equipment is to be placed, as well as the location of the door; (c) shall clear the area of all grass, shrubs, trees, and other similar hazards; (d) will ensure that the Equipment shall be placed in an area with adequate drainage to avoid flooding; and (e) has the authority and right to place the Equipment at the Site and that in the event that the Site is not owned by Lessee, Lessee will so advise Lessor and provide adequate, state-specific authorization, to Lessor's sole satisfaction, that Lessee has the right to place the Equipment at the Site. In the event that the Equipment must be re-leveled due to adverse Site or weather conditions (i.e. ground saturation, settling, instability, etc.) or adjustment due to the weight of Lessee's personal property in the Equipment, the re-level shall be performed by Lessor at Lessee's sole cost and expense. In the State of California, DSA-approved Equipment is subject to the following additional installation requirements: (a) the area where the equipment is placed must be graded to within 4.5 inches of level grade; and (b) under no circumstances have less than a 1500 psf minimum soil bearing pressure. Section 8 ("**Tiedowns**") below is not applicable to DSA-type Equipment.
7. **HYBRID CAMPUS MAKER, ECO, ECO II AND TYPE IIB SIDE STACKABLE CLASSROOMS.** In the State of Florida Hybrid Campus Maker, Eco, Eco II and Type IIB Side Stackable Classrooms types of Equipment have a one-hour firewall on the long side walls. Lessee is duly advised that penetration of these walls may cause such Equipment to lose its one-hour fire rating and the Equipment will fail to be code compliant. Lessee shall be solely liable for any failure to maintain one-hour fire rating and code compliance in the event of any wall penetration by Lessee.
8. **TIEDOWNS.** When used herein, "**Tiedowns**" means tiedowns, earth anchors, seismic and/or wind restraints. In the event that Tiedown installation is not expressly listed in the "Delivery-related Services" section of this Agreement, Lessee, at Lessee's sole judgement and discretion, has effectively rejected Lessor's offer to install Tiedowns on the Equipment at the sole risk and liability of Lessee. Lessor shall bear no liability for any damages to person or property in or around the Equipment or to the Equipment or any Accessories, nor shall Lessor be liable for any injuries, including death, that may occur in connection with Lessee's determination that Tiedowns are not required. It is the sole responsibility of Lessee to ensure compliance with all requirements of any applicable governmental authority pertaining to the foundation system of the Equipment and any required Tiedowns. In the event that Lessee elects to have Tiedowns installed, the following terms and conditions are applicable: (a) friction-based or earth anchor seismic/wind restraint

systems are rated for exposure C wind loads as defined in the plans provided to Lessee and are designed to be used on sites with a minimum soil bearing pressure as specified on such engineered plans; (b) additional charges may be incurred by Lessee for custom foundation engineering and additional or different foundation materials and/or work; (c) for an additional charge, wet-stamped engineered plans and calculations are available for seismic/wind restraint systems; (d) Lessor does not warrant that Lessee's site conditions will be adequate for the seismic/wind restraint system; (e) upon request, Lessor may provide a recommendation of the number of earth anchors based on the size and type of Equipment, it being understood and agreed by Lessee that Lessor's recommendation is not a guaranty or warranty of any kind as to the number of required earth anchors; (f) the Warranties set forth in the Agreement do not apply to any seismic/wind restraint systems in the event that Lessee has not elected to purchase wet-stamped engineered foundation plans and calculations; (g) at the time of installation of earth anchors, in the event that ground penetration is hindered by elements such as large rocks, lime, cement, utility lines, etc., Lessee is solely responsible for all costs associated therewith, including replacement of broken earth anchors. In the event of any damage to utility lines, the cost of repairs will be borne solely by Lessee; and (h) at the time of return of the Equipment, Lessor will cut the straps of the earth anchors in order to remove the Equipment and Lessee shall be responsible for removal of the earth anchors from the Site. Lessor shall not be responsible for any patching or other repairs to the Site ground surface that may be required following removal of earth anchors.

9. **PLUMBING.** If any Equipment includes plumbing systems, Lessee is solely responsible for making waste and water connections to the Equipment stub outs. Lessee is solely responsible for providing the plumbing and assembling the plumbing manifold and for final on-site connections. Lessor makes no guarantees that the stub out locations or set height of the Equipment will coincide with existing stub outs, holding tanks or other connection-related items. Lessee is responsible for any malfunction of lines, valves, piping, etc. related to foreign matter, improper connection of waste/water lines, negligence or misuse, or for any other malfunction not directly attributable to a defect in the plumbing systems contained within the Equipment. Testing of water for chlorination, pressure or other items/issues is the sole responsibility of Lessee. If Lessee is connecting Equipment plumbing system to temporary/portable holding tanks and/or fresh water supply tanks, whether obtained from Lessor or Lessor's supplier, or from an unrelated third party supplier of Lessee's.

10. **CRANE SERVICES.** Lessee shall not, by itself or through any subcontractor or agent of Lessee (excluding Lessor and Lessor's subcontractors and agents), rig, attach, lift, lower, hoist or move any Equipment with a crane or other similar equipment without first: (a) obtaining Lessor's prior written approval, to be given, withheld or qualified in Lessor's sole discretion; (b) executing Lessor's form of Crane Services Waiver of Liability and Indemnification; and (c) providing certificates of insurance to Lessor evidencing that Lessee or Lessee's subcontractor or agent (as applicable) maintains riggers liability insurance with a minimum of \$1,000,000.00 per occurrence and naming Lessor as loss payee of the proceeds.

11. **ACCESSORIES.** The following terms and conditions are applicable to the extent that any accessories are included in this Agreement: (a) Lessee understands and acknowledges that some accessories may not be owned by Lessor and may be leased from third-party suppliers of Lessor for use by Lessee, that such third-party suppliers shall retain all rights of ownership of such accessories and that Lessee has no rights of ownership or interests therein. (b) certain accessories, including but not limited to holding tanks and generators, may present certain hazardous conditions or materials. Lessee agrees that it is fully aware of the potential hazards in using such accessories and hereby assumes all risk associated therewith. (c) Lessee shall maintain or remove any waste or hazardous materials related to any such accessories in accordance with all applicable laws, rules and regulations. (d) The insurance value(s) of any accessories are not included in the Estimated Equipment Value set forth in this Agreement. (e) Holding Tanks/Fresh Water Tanks: For Lessee's comfort and convenience, Lessor strongly recommends that Equipment containing plumbing systems be connected directly to sanitary sewer lines. In the event that Lessee elects to utilize temporary holding tanks as a means of waste disposal, Lessee is hereby advised that use of holding tanks presents additional risks, as holding tank capacity is directly affected by water usage, leaky faucets, etc. Lessor shall not be liable for any loss or damage resulting from holding tanks that fill up more quickly than expected, or that overflow. Lessee is responsible for providing necessary plumbing parts, assembly of plumbing manifold and final on-site connections between the Equipment and any such holding or supply tanks. Lessor makes no representations, warranties, or guarantees that the stub out locations or set height of the Equipment will coincide with the holding and/or supply tanks, or other connection-related items. Lessee may be required to trench, dig a pit or make other site-related modifications to accommodate waste and supply tanks. If fresh water tanks are provided by Lessor, Lessee is hereby advised that the water is non-potable and is considered unsafe for consumption; (f) Stairs: the term "Stairs" shall mean prefabricated metal stairs, including handrails, with landings. Lessor's sole responsibility with respect to Stairs is to deliver the Stairs to the Site. Notwithstanding any assembly or installation by Lessor, Lessee is and shall remain solely liable for the installation and assembly of the Stairs and for any failure to comply with applicable codes, regulations and/or ordinances with respect to the Stairs after the Stairs are delivered to the Site. **LESSEE HEREBY WAIVES AND RELEASES ANY CLAIM IT MAY HAVE AGAINST LESSOR ARISING FROM LESSOR'S INSTALLATION OR ASSEMBLY OF THE STAIRS. LESSEE FURTHER AGREES THAT IT SHALL INDEMNIFY, DEFEND, AND HOLD THE LESSOR HARMLESS FROM AND AGAINST ANY AND ALL LOSSES RESULTING FROM OR IN ANY WAY RELATED TO THE INSTALLATION AND ASSEMBLY OF THE STAIRS.** (g) Ramps: Lessee shall not alter ramps provided by Lessor from their installed state; any alterations or modifications of ramps may result in failure to comply with applicable code, regulations and ordinances and any such alterations or modifications, including cosmetic changes, may result in additional charges to Lessee for repairs or replacement of the ramp. Sloping Site or other conditions may impact the use of prefabricated ramps and may require customized configurations, which may result in additional charges to Lessee. Lessee is responsible for making the transition from the end of the ramp to existing grade of the Site and such transition may require grading, paving or other site work by Lessee at Lessee's sole cost and expense, to ensure finished ramp complies with all applicable codes, regulations and ordinances. Lessee's obligations to Lessor pursuant to this Agreement with respect to the Equipment (including but not limited to those relating to responsibility for damages, relocation, return, maintenance and repairs, insurance, and indemnify) shall also apply with respect to the accessories unless otherwise expressly stated.

12. **ASSIGNMENT.** Lessee shall not assign this Agreement or sublet the Equipment without the prior written consent of Lessor. This Agreement shall be binding upon any assignee or successor of Lessee. Lessor may assign any of its rights, remedies, responsibilities, and/or obligations hereunder without notice to Lessee.

13. **RELOCATION OF EQUIPMENT.** Lessee shall not move the Equipment without the prior written consent of Lessor. Should the Equipment require relocation for any reason, Lessee shall be responsible for all costs and expenses associated with such relocation and shall be solely liable for any damage caused to the Equipment resulting from such relocation. Lessee is responsible for ensuring that the new Site meets the same requirements set forth in this Agreement.

14. **LIENS.** Lessee shall keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances, or attachments.

15. **MARKETING DISCLAIMER.** Lessee agrees that, by executing this Agreement, it is opting-in to receive emails, phone calls, text promotions and offers from Lessor. Lessee may unsubscribe at any time using the links provided in such emails.

16. **INTELLECTUAL PROPERTY.** Nothing in this Lease Agreement shall be deemed to convey to Lessee any right, title to or ownership in any intellectual property within the Equipment or owned by Lessor or any third party, in whole or in part, nor to designate deliverables "work made for hire" under the U. S. Copyright Act, as amended.

17. **CONFIDENTIALITY.** Lessee agrees to, at all times, maintain the confidentiality of this Agreement, all terms and conditions set forth herein and all other non-public information related to the transactions consummated hereby.

18. **COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment on the Site approvals. **LESSEE AGREES TO FULLY COMPLY WITH ALL LAWS, RULES, REGULATIONS AND ORDERS OF ALL LOCAL, STATE AND FEDERAL GOVERNMENTAL AUTHORITIES WHICH IN ANY WAY RELATE TO THE EQUIPMENT AND ITS USE; AND TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS FROM ANY AND ALL FINES, FORFEITURES, SEIZURES, PENALTIES OR OTHER LIABILITIES THAT MAY ARISE FROM ANY INFRINGEMENT OR VIOLATION OF ANY SUCH LAW, RULE, REGULATION OR ORDER.**

19. **GOVERNING LAW; VENUE.** Lessee and Lessor agree that this Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of the Site where the Equipment is located, without regard to its conflicts of laws' provisions. It is agreed that the venue for a legal action relating to this Agreement shall be proper only if brought in, and the exclusive jurisdiction for any disputes relating to this Agreement shall be, the Federal and State courts having jurisdiction over the Site where the Equipment is located. The parties agree that this Agreement hereunder does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

20. **HAZARDOUS MATERIALS.** Lessee agrees that no paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials and/or substances, shall be maintained, located or stored in or on the Equipment. Lessee shall also not conduct or authorize the use, generation, transportation, storage, treatment or disposal in, around, about or on the Equipment of any hazardous substance or materials other than in quantities incidental to the intended use of the Equipment and in compliance with all environmental laws; provided, however, nothing herein contained shall permit Lessee to allow any so-called "acutely hazardous," "ultra-hazardous," "imminently hazardous chemical substance or mixture" or comparable hazardous substance or material to be located on, in, around or about the Equipment. Lessee shall cooperate with and permit Lessor and all governmental authorities having jurisdiction reasonable access to the Equipment for purposes of operating, inspecting, maintaining and monitoring any environmental controls, equipment, barriers and/or systems required by applicable environmental laws.

21. **FEDERAL CONTRACTOR.** As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.

22. **FORCE MAJEURE.** If performance by either party of any term, condition or covenant in this Agreement is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, pandemic, epidemic or global health emergency or any other cause not within the reasonable control of such party, the period for performance of the term, condition or covenant will be extended for a period equal to the period such party is so delayed or prevented. In no event, however, shall Lessee be excused from the payment of Total Monthly Charges or any other amounts due by Tenant to Lessor hereunder due to a Force Majeure event defined in this section or otherwise.

23. **MISCELLANEOUS.** This Agreement may not be amended, altered or modified except by a writing signed by both Lessor and Lessee. Failure of Lessor to enforce any term or condition of this Agreement shall not constitute waiver of any rights stipulated herein. If any provision of these terms and conditions is invalid, illegal or unenforceable, as determined by a court of competent jurisdiction, its application in any other circumstances and the remaining provisions of these terms and conditions are not affected thereby. All notices, requests, demands, consents, and other communications required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been duly given and received, (i) if delivered by hand, the day it is so delivered, (ii) if mailed via the United States mail, certified first class mail, postage prepaid, return receipt requested, five business days after it is mailed, or (iii) if sent by a nationally recognized overnight courier, the business day after it is sent, to the party to whom the same is so given or made, at the address of such party as set forth on this Agreement, which address may be changed by like notice to the other party hereto duly given as set forth herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by electronic means (including with the use of electronic signatures) by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received. All obligations of any party to this Agreement that are not fulfilled at the expiration or the termination of this Lease will survive such expiration or termination as continuing obligations of the party.

Supplemental Lease Terms and Conditions, Rev. 08-31-2022



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement

Quote # Q-503532
 Date of Quote 05/16/2025
 Quote Expiration Date: 06/30/2025
 Lease Term: 36 Months
 Lessee PO#:

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

Lessee Name and Billing Address	Site Information	Lessor Name
Polk County, a political ("Lessee") subdivision of the State of Florida 1011 Jim Keene Boulevard Winter Haven, FL 33880 Holden Wright Phone: (863) 298-4215 holdenwright@polk-county.net Sourcewell member Account#24566	Holden Wright NW Regional WW Plant Kathleen Kathleen, FL 33849 Cell: (863) 298-4215 holdenwright@polk-county.net	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Lessor") Questions? Contact: Carolyn Prescott Direct Phone: 1 (863) 508-6882 carolyn.prescott@mobilemodular.com

Equipment and Accessories	Qty	Monthly Rent	Extended Rent	Taxable
Office, 48x60 DBPR (NonStd) (Non-Standard Configuration. Size excludes 4' towbar.)	1	\$3,831.00	\$3,831.00	N
Sourcewell 48Wide Office Trailer Monthly Rental Rate fee is \$3,831.00				
Steps, Standard (open mkt)	1	\$150.00	\$150.00	N
RNT, Ramp (open mkt)	1	\$600.00	\$600.00	N
Furniture (Furniture Detail listed below) (Sourcewell price)	1	\$1,062.00	\$1,062.00	N
Equipment and Accessories Monthly Subtotal:				\$5,643.00
Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Office, 48x60 DBPR (NonStd) (Non-Standard Configuration. Size excludes 4' towbar.)				
Delivery	4	\$611.00	\$2,444.00	N
Block and Level Building	1	\$13,365.00	\$13,365.00	N
Essential Material Handling Fee	4	\$75.00	\$300.00	N
Delivery, Steps	1	\$200.00	\$200.00	N
RNT, Install or Delivery (Ramp Install)	1	\$1,700.00	\$1,700.00	N
RNT, Install or Delivery (Furniture Delivert)	1	\$450.00	\$450.00	N
Modifications			\$0.00	
Charges Upon Delivery Subtotal:				\$18,459.00
Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Office, 48x60 DBPR (NonStd) (Non-Standard Configuration. Size excludes 4' towbar.)				
Return	4	\$611.00	\$2,444.00	N
Prepare Equipment For Removal	1	\$9,720.00	\$9,720.00	N
Cleaning Fee	4	\$450.00	\$1,800.00	N
Removal, Steps	1	\$200.00	\$200.00	N
RNT, Removal (Ramp Removal)	1	\$1,700.00	\$1,700.00	N
RNT, Removal (Furniture Removal)	1	\$450.00	\$450.00	N
Estimated Charges Upon Return Subtotal:				\$16,314.00



Mobile Modular Management Corporation
1100 Highway 559
Auburndale, FL 33823
863-965-3700
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-503532
Date of Quote	05/16/2025
Quote Expiration Date:	06/30/2025
Lease Term:	36 Months
Lessee PO#:	

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

Total Estimated Charges

Subtotal of Monthly Rent	\$5,643.00
Personal Property Expense	\$00.0
Taxes on Monthly Charges	\$0.00
Total Charges per Month (including tax)	\$5,643.00
Charges Upon Delivery (including tax)	\$18,459.00
Estimated Charges Upon Return (including tax)*	\$16,314.00
Estimated Initial Invoice*	\$24,102.00

*Charges upon return will be charged at Lessor's then-current rates for lease terms greater than 12 months.

Special Notes

Additional Note: Mobile Modular **Sourcewell** Contract#1208220-MMR. (1) 12 wide Office Building and furniture are using standard **Sourcewell** rental rate pricing. Other rental items are using open market rates. All one-time charges excluding block and level, including delivery, installation, drawings, foundation, holding tanks, ramp, return fees, etc. are priced using vendor or self performed pricing to remain at or below the **Sourcewell** approved not to exceed RSMeans plus 17% Markup.

Quote based on availability. Temporary/Portable Holding Tanks: Lessor shall not be liable for loss or damage as a result of holding tanks that fill up more quickly than expected, or that overflow. Lessor strongly recommends that the equipment be connected directly to sanitary sewer lines. This proposal does not include steps, ramps, skirting, furniture, holdings tanks, or awnings unless specifically identified on quote.

This proposal assumes the use of earth anchoring on grass or dirt surface. Customer is responsible for scheduling all locates (www.sunshine811.com) and making MMC aware of any hazards before digging.

FL Not included in scope of work: Site architect services, building permits, site contracting not limited to sidewalks, grading, site preparation, utilities/connections, grounding, fire alarm systems, fire sprinkler systems. If tires or axles need to be removed, this will be done at an additional charge.

RAMP- Additional Charges will apply if: Site is not level, additional sections are required due to site conditions, custom layout or product is requested, and other variables that may impact installation. Tie downs in sugar sand may incur an additional fee.

Three hard copy sets of building plans will be provided at no cost. Additional sets and E-seals are available at an additional charge.

****ASPHALT and CONCRETE** Buildings set on asphalt or concrete will be at an additional charge of \$40/per anchor.**

PLEASE CIRCLE - (DIRT) (ASHPALT) (CONCRETE) or (OTHER) and INITIAL HERE. _____

Additional Information

- Quote is valid for 30 days.
- Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- For lease transactions, Lessor reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval. Security deposit and payment in advance may be required.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Estimated Equipment Value

The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Equipment Description	Qty	Estimated Equipment Value (each)
Office, 48x60 DBPR (NonStd)	1	\$190,050.00



Mobile Modular Management Corporation
1100 Highway 559
Auburndale, FL 33823
863-965-3700
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-503532
Date of Quote	05/16/2025
Quote Expiration Date:	06/30/2025
Lease Term:	36 Months
Lessee PO#:	

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

Item	Qty	Cost	Total
L Shaped Desk	8	\$ 52.00	\$ 416.00
8' Conference Table	1	\$ 38.00	\$ 38.00
Bookcase 72"	10	\$ 23.00	\$ 230.00
6' Training Table	2	\$ 34.00	\$ 68.00
Mesh High Back	8	\$ 17.00	\$ 136.00
Enterprise Mid-Back	8	\$ 13.00	\$ 104.00
Fridge	1	\$ 70.00	\$ 70.00
		Total	\$ 1,062.00



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MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Lease Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Lessor shall generate a Lease Agreement Number, which shall be referenced on all Lessor invoices.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Lease Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Lease Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

LESSOR:

Mobile Modular Management Corporation
a Division of McGrath RentCorp

LESSEE:

Polk County, a political subdivision of the State of Florida

Signature: _____

Signature: _____

Name: _____

Phil Hawkins

Name: _____

Title: _____

COO

Title: _____

Date: _____

6/3/2025

Date: _____

Reviewed as to form and legal sufficiency

County Attorney's Office 6/16/25



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LEASE TERMS AND CONDITIONS

- LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.
- TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: "Accessories" shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; "Equipment" shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.
- PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.
- LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site (the "Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Charges per Month specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.
- EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Charges per Month from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Charges Upon Return from those specified in this Agreement to reflect Lessor's then-current market rates for such services.
- PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.
- RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty (30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Charges per Month set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Charges per Month will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Charges per Month; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Charges per Month. The charges reflected in this Agreement for Charges Upon Return will be adjusted for any Lease Term longer than twelve (12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.
- WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not



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extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. **THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY EQUIPMENT.**

9. **TAXES.** Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.
10. **LOSS OR DAMAGE.** Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.
11. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.
12. **RESERVED.**
13. **EVENTS OF DEFAULT; REMEDIES.** Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

Lease Terms and Conditions, Rev. 07/01/2022

Quote # Q-503532
5/16/2025 1:26:49 PM

SUPPLEMENTAL LEASE TERMS AND CONDITIONS

1. **AGREEMENT.** These Supplemental Lease Terms and Conditions are incorporated by reference into the Lease Agreement between Lessor and Lessee (as identified in the Lease Agreement). All capitalized words used and not otherwise defined in these Supplemental Lease Terms and Conditions shall have the same meanings and definitions as those used in the Agreement. As used herein, "this **Agreement**" shall mean, collectively, the Lease Agreement, the Lease Terms and Conditions, and these Supplemental Lease Terms and Conditions.
2. **CERTAIN EXCLUSIONS FROM PRICING.** Unless otherwise specified in writing, prices and/or charges do not include permits, ramps, stairs, seismic foundation systems (such as Tiedowns (as defined below)), temporary power, skirting, engineering, or utilities or related installation and/or removal of same. Pricing for set up or installation (including, without limitation, of the building, skirting, Tiedowns, ramps, etc.) does not include dismantling or removal unless explicitly specified in writing. Except for skirting and earth anchors, unless otherwise noted in writing, ownership of all installed or supplied items is retained by Lessor.
3. **CREDIT APPROVAL; SECURITY DEPOSIT.** This transaction is subject to prior credit approval of Lessee to the sole satisfaction of Lessor. A security deposit and/or down payment in advance may be required in Lessor's sole discretion. If applicable, Lessee shall pay to Lessor the security deposit ("**Security Deposit**") amount specified in this Agreement. Lessor shall have no obligation to collect or pass through to Lessee any interest that Lessor may earn on the Security Deposit. In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified herein. Lessor shall have no obligation to segregate the Security Deposit in a separate account, except as expressly required by applicable law. Lessor shall return to Lessee any remaining balance of the Security Deposit upon Lessee's return of the Equipment to Lessor.
4. **USE, MAINTENANCE, CONDITION.** Lessee understands and agrees that: (a) the Equipment is only to be used for office space, light storage or classroom facilities and for no other purpose without the prior written consent of Lessor; (b) the Equipment is not pre-wired for features such as telephones, data lines, fire alarms, intercoms, lightning suppression, or other similar uses; (c) in the event that the Equipment includes cabinetry/casework, such cabinetry/casework may be fabricated with particleboard, which is known to emit certain levels of formaldehyde. Lessee is hereby advised that lower emission and formaldehyde-free options are available for an additional cost. Lessor shall have no liability for the effects of the emittance of certain levels of formaldehyde in connection with the Equipment. Lessee shall maintain all Equipment in good condition and repair (ordinary wear and tear excepted) as set forth in Lessor's Service Guide, which may be viewed on Lessor's website at <https://www.mobilemodular.com/resources/product-guides>. Lessee shall not make any alterations, modifications, additions or improvements to the Equipment without Lessor's prior written consent. Lessor or its employees, subcontractors or agents, may from time to time at any reasonable time, enter upon the Site for the purposes of (a) inspecting the Equipment; (b) repairing the Equipment; or (c) photographing the Equipment (including any items or occupants within or surrounding the Equipment) for Lessor's internal use. Lessor shall bear the expense of all repairs that it determines are needed to ameliorate normal wear and tear or defects in the Equipment; the expense of all other repairs shall be borne by Lessee. Lessee shall promptly notify Lessor of any defects in the Equipment. Unless otherwise specified in this Agreement, the Equipment is from Lessor's previously rented / used inventory.
5. **SPECIAL WAGE REQUIREMENTS.** Unless otherwise specified in this Agreement, prices do not include union labor, prevailing wages and fringe benefits under the Davis-Bacon Act, overtime provisions of the Contract Work Hours and Safety Standards Act, prevailing wages and fringe benefits under the McNamara-O'Hara Service Contract Act, or other special or certified wages or fringe benefits required in addition to those wages generally required under the Fair Labor Standards Act and applicable state and local law. It is the sole responsibility of Lessee to notify Lessor, in writing, at least five (5) business days prior to execution of this Agreement, to the extent that any special or certified wage or fringe benefit requirements are applicable to Lessee's project so that they may be included in this Agreement. If Lessee does not do so, and such special or certified wage or fringe benefit requirements are required, additional charges will apply. If requested by Lessee in writing, Lessor will provide payroll and other related documents to the extent that Lessor is allowed by applicable law or regulation to share such documentation with Lessee. Unless explicitly agreed upon in writing by Lessor, Lessor does not hereby agree to participate in any project-specific reporting requirements, including but not limited to special reporting systems, software, or online portals, and, if agreed to, such participation by Lessor may be subject to additional fees payable by Lessee.
6. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Lessor shall deliver and set up the Equipment at the site location (the "**Site**") identified on the first page of the Agreement. Lessee shall provide Lessor with clear access to the Site for delivery of the Equipment by industry-standard delivery methods and set up by industry-standard set up methods. Lessee is solely responsible for ensuring that the Site is dry, compacted and level (defined herein as length of the Equipment having no greater than a four (4) inch drop in forty (40) feet and the width of the Equipment having no greater than a one (1) inch drop in eight (8) feet). Lessee: (a) warrants and represents that it has exercised due diligence and care in selecting a suitable Site for the Equipment and agrees that it is solely responsible for the identification of all underground elements at the Site, including but not limited to utility lines, utilizing the appropriate third-party services and that Lessee retains liability for the designation of such elements at the Site should there be any ground-penetrating activities performed in connection with set up of the Equipment; (b) agrees to clearly mark the four (4) corners of the area where the equipment is to be placed, as well as the location of the door; (c) shall clear the area of all grass, shrubs, trees, and other similar hazards; (d) will ensure that the Equipment shall be placed in an area with adequate drainage to avoid flooding; and (e) has the authority and right to place the Equipment at the Site and that in the event that the Site is not owned by Lessee, Lessee will so advise Lessor and provide adequate, state-specific authorization, to Lessor's sole satisfaction, that Lessee has the right to place the Equipment at the Site. In the event that the Equipment must be re-leveled due to adverse Site or weather conditions (i.e. ground saturation, settling, instability, etc.) or adjustment due to the weight of Lessee's personal property in the Equipment, the re-level shall be performed by Lessor at Lessee's sole cost and expense. In the State of California, DSA-approved Equipment is subject to the following additional installation requirements: (a) the area where the equipment is placed must be graded to within 4.5 inches of level grade; and (b) under no circumstances have less than a 1500 psf minimum soil bearing pressure. Section 8 ("Tiedowns") below is not applicable to DSA-type Equipment.
7. **HYBRID CAMPUS MAKER, ECO, ECO II AND TYPE IIB SIDE STACKABLE CLASSROOMS.** In the State of Florida Hybrid Campus Maker, Eco, Eco II and Type IIB Side Stackable Classrooms types of Equipment have a one-hour firewall on the long side walls. Lessee is duly advised that penetration of these walls may cause such Equipment to lose its one-hour fire rating and the Equipment will fail to be code compliant. Lessee shall be solely liable for any failure to maintain one-hour fire rating and code compliance in the event of any wall penetration by Lessee.
8. **TIEDOWNS.** When used herein, "**Tiedowns**" means tiedowns, earth anchors, seismic and/or wind restraints. In the event that Tiedown installation is not expressly listed in the "Delivery-related Services" section of this Agreement, Lessee, at Lessee's sole judgement and discretion, has effectively rejected Lessor's offer to install Tiedowns on the Equipment at the sole risk and liability of Lessee. Lessor shall bear no liability for any damages to person or property in or around the Equipment or to the Equipment or any Accessories, nor shall Lessor be liable for any injuries, including death, that may occur in connection with Lessee's determination that Tiedowns are not required. It is the sole responsibility of Lessee to ensure compliance with all requirements of any applicable governmental authority pertaining to the foundation system of the Equipment and any required Tiedowns. In the event that Lessee elects to have Tiedowns installed, the following terms and conditions are applicable: (a) friction-based or earth anchor seismic/wind restraint

systems are rated for exposure C wind loads as defined in the plans provided to Lessee and are designed to be used on sites with a minimum soil bearing pressure as specified on such engineered plans; (b) additional charges may be incurred by Lessee for custom foundation engineering and additional or different foundation materials and/or work; (c) for an additional charge, wet-stamped engineered plans and calculations are available for seismic/wind restraint systems; (d) Lessor does not warrant that Lessee's site conditions will be adequate for the seismic/wind restraint system; (e) upon request, Lessor may provide a recommendation of the number of earth anchors based on the size and type of Equipment, it being understood and agreed by Lessee that Lessor's recommendation is not a guaranty or warranty of any kind as to the number of required earth anchors; (f) the Warranties set forth in the Agreement do not apply to any seismic/wind restraint systems in the event that Lessee has not elected to purchase wet-stamped engineered foundation plans and calculations; (g) at the time of installation of earth anchors, in the event that ground penetration is hindered by elements such as large rocks, lime, cement, utility lines, etc., Lessee is solely responsible for all costs associated therewith, including replacement of broken earth anchors. In the event of any damage to utility lines, the cost of repairs will be borne solely by Lessee; and (h) at the time of return of the Equipment, Lessor will cut the straps of the earth anchors in order to remove the Equipment and Lessee shall be responsible for removal of the earth anchors from the Site. Lessor shall not be responsible for any patching or other repairs to the Site ground surface that may be required following removal of earth anchors.

9. **PLUMBING.** If any Equipment includes plumbing systems, Lessee is solely responsible for making waste and water connections to the Equipment stub outs. Lessee is solely responsible for providing the plumbing and assembling the plumbing manifold and for final on-site connections. Lessor makes no guarantees that the stub out locations or set height of the Equipment will coincide with existing stub outs, holding tanks or other connection-related items. Lessee is responsible for any malfunction of lines, valves, piping, etc. related to foreign matter, improper connection of waste/water lines, negligence or misuse, or for any other malfunction not directly attributable to a defect in the plumbing systems contained within the Equipment. Testing of water for chlorination, pressure or other items/issues is the sole responsibility of Lessee. If Lessee is connecting Equipment plumbing system to temporary/portable holding tanks and/or fresh water supply tanks, whether obtained from Lessor or Lessor's supplier, or from an unrelated third party supplier of Lessee's.

10. **CRANE SERVICES.** Lessee shall not, by itself or through any subcontractor or agent of Lessee (excluding Lessor and Lessor's subcontractors and agents), rig, attach, lift, lower, hoist or move any Equipment with a crane or other similar equipment without first: (a) obtaining Lessor's prior written approval, to be given, withheld or qualified in Lessor's sole discretion; (b) executing Lessor's form of Crane Services Waiver of Liability and Indemnification; and (c) providing certificates of insurance to Lessor evidencing that Lessee or Lessee's subcontractor or agent (as applicable) maintains riggers liability insurance with a minimum of \$1,000,000.00 per occurrence and naming Lessor as loss payee of the proceeds.

11. **ACCESSORIES.** The following terms and conditions are applicable to the extent that any accessories are included in this Agreement: (a) Lessee understands and acknowledges that some accessories may not be owned by Lessor and may be leased from third-party suppliers of Lessor for use by Lessee, that such third-party suppliers shall retain all rights of ownership of such accessories and that Lessee has no rights of ownership or interests therein. (b) certain accessories, including but not limited to holding tanks and generators, may present certain hazardous conditions or materials. Lessee agrees that it is fully aware of the potential hazards in using such accessories and hereby assumes all risk associated therewith. (c) Lessee shall maintain or remove any waste or hazardous materials related to any such accessories in accordance with all applicable laws, rules and regulations. (d) The insurance value(s) of any accessories are not included in the Estimated Equipment Value set forth in this Agreement. (e) Holding Tanks/Fresh Water Tanks: For Lessee's comfort and convenience, Lessor strongly recommends that Equipment containing plumbing systems be connected directly to sanitary sewer lines. In the event that Lessee elects to utilize temporary holding tanks as a means of waste disposal, Lessee is hereby advised that use of holding tanks presents additional risks, as holding tank capacity is directly affected by water usage, leaky faucets, etc. Lessor shall not be liable for any loss or damage resulting from holding tanks that fill up more quickly than expected, or that overflow. Lessee is responsible for providing necessary plumbing parts, assembly of plumbing manifold and final on-site connections between the Equipment and any such holding or supply tanks. Lessor makes no representations, warranties, or guarantees that the stub out locations or set height of the Equipment will coincide with the holding and/or supply tanks, or other connection-related items. Lessee may be required to trench, dig a pit or make other site-related modifications to accommodate waste and supply tanks. If fresh water tanks are provided by Lessor, Lessee is hereby advised that the water is non-potable and is considered unsafe for consumption; (f) Stairs: the term "Stairs" shall mean prefabricated metal stairs, including handrails, with landings. Lessor's sole responsibility with respect to Stairs is to deliver the Stairs to the Site. Notwithstanding any assembly or installation by Lessor, Lessee is and shall remain solely liable for the installation and assembly of the Stairs and for any failure to comply with applicable codes, regulations and/or ordinances with respect to the Stairs after the Stairs are delivered to the Site. **LESSEE HEREBY WAIVES AND RELEASES ANY CLAIM IT MAY HAVE AGAINST LESSOR ARISING FROM LESSOR'S INSTALLATION OR ASSEMBLY OF THE STAIRS. LESSEE FURTHER AGREES THAT IT SHALL INDEMNIFY, DEFEND, AND HOLD THE LESSOR HARMLESS FROM AND AGAINST ANY AND ALL LOSSES RESULTING FROM OR IN ANY WAY RELATED TO THE INSTALLATION AND ASSEMBLY OF THE STAIRS.** (g) Ramps: Lessee shall not alter ramps provided by Lessor from their installed state; any alterations or modifications of ramps may result in failure to comply with applicable code, regulations and ordinances and any such alterations or modifications, including cosmetic changes, may result in additional charges to Lessee for repairs or replacement of the ramp. Sloping Site or other conditions may impact the use of prefabricated ramps and may require customized configurations, which may result in additional charges to Lessee. Lessee is responsible for making the transition from the end of the ramp to existing grade of the Site and such transition may require grading, paving or other site work by Lessee at Lessee's sole cost and expense, to ensure finished ramp complies with all applicable codes, regulations and ordinances. Lessee's obligations to Lessor pursuant to this Agreement with respect to the Equipment (including but not limited to those relating to responsibility for damages, relocation, return, maintenance and repairs, insurance, and indemnify) shall also apply with respect to the accessories unless otherwise expressly stated.

12. **ASSIGNMENT.** Lessee shall not assign this Agreement or sublet the Equipment without the prior written consent of Lessor. This Agreement shall be binding upon any assignee or successor of Lessee. Lessor may assign any of its rights, remedies, responsibilities, and/or obligations hereunder without notice to Lessee.

13. **RELOCATION OF EQUIPMENT.** Lessee shall not move the Equipment without the prior written consent of Lessor. Should the Equipment require relocation for any reason, Lessee shall be responsible for all costs and expenses associated with such relocation and shall be solely liable for any damage caused to the Equipment resulting from such relocation. Lessee is responsible for ensuring that the new Site meets the same requirements set forth in this Agreement.

14. **LIENS.** Lessee shall keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances, or attachments.

15. **MARKETING DISCLAIMER.** Lessee agrees that, by executing this Agreement, it is opting-in to receive emails, phone calls, text promotions and offers from Lessor. Lessee may unsubscribe at any time using the links provided in such emails.

16. **INTELLECTUAL PROPERTY.** Nothing in this Lease Agreement shall be deemed to convey to Lessee any right, title to or ownership in any intellectual property within the Equipment or owned by Lessor or any third party, in whole or in part, nor to designate deliverables "work made for hire" under the U. S. Copyright Act, as amended.

17. **CONFIDENTIALITY.** Lessee agrees to, at all times, maintain the confidentiality of this Agreement, all terms and conditions set forth herein and all other non-public information related to the transactions consummated hereby.
18. **COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment on the Site approvals. **LESSEE AGREES TO FULLY COMPLY WITH ALL LAWS, RULES, REGULATIONS AND ORDERS OF ALL LOCAL, STATE AND FEDERAL GOVERNMENTAL AUTHORITIES WHICH IN ANY WAY RELATE TO THE EQUIPMENT AND ITS USE; AND TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS FROM ANY AND ALL FINES, FORFEITURES, SEIZURES, PENALTIES OR OTHER LIABILITIES THAT MAY ARISE FROM ANY INFRINGEMENT OR VIOLATION OF ANY SUCH LAW, RULE, REGULATION OR ORDER.**
19. **GOVERNING LAW; VENUE.** Lessee and Lessor agree that this Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of the Site where the Equipment is located, without regard to its conflicts of laws' provisions. It is agreed that the venue for a legal action relating to this Agreement shall be proper only if brought in, and the exclusive jurisdiction for any disputes relating to this Agreement shall be, the Federal and State courts having jurisdiction over the Site where the Equipment is located. The parties agree that this Agreement hereunder does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.
20. **HAZARDOUS MATERIALS.** Lessee agrees that no paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials and/or substances, shall be maintained, located or stored in or on the Equipment. Lessee shall also not conduct or authorize the use, generation, transportation, storage, treatment or disposal in, around, about or on the Equipment of any hazardous substance or materials other than in quantities incidental to the intended use of the Equipment and in compliance with all environmental laws; provided, however, nothing herein contained shall permit Lessee to allow any so-called "acutely hazardous," "ultra-hazardous," "imminently hazardous chemical substance or mixture" or comparable hazardous substance or material to be located on, in, around or about the Equipment. Lessee shall cooperate with and permit Lessor and all governmental authorities having jurisdiction reasonable access to the Equipment for purposes of operating, inspecting, maintaining and monitoring any environmental controls, equipment, barriers and/or systems required by applicable environmental laws.
21. **FEDERAL CONTRACTOR.** As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.
22. **FORCE MAJEURE.** If performance by either party of any term, condition or covenant in this Agreement is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, pandemic, epidemic or global health emergency or any other cause not within the reasonable control of such party, the period for performance of the term, condition or covenant will be extended for a period equal to the period such party is so delayed or prevented. In no event, however, shall Lessee be excused from the payment of Total Monthly Charges or any other amounts due by Tenant to Lessor hereunder due to a Force Majeure event defined in this section or otherwise.
23. **MISCELLANEOUS.** This Agreement may not be amended, altered or modified except by a writing signed by both Lessor and Lessee. Failure of Lessor to enforce any term or condition of this Agreement shall not constitute waiver of any rights stipulated herein. If any provision of these terms and conditions is invalid, illegal or unenforceable, as determined by a court of competent jurisdiction, its application in any other circumstances and the remaining provisions of these terms and conditions are not affected thereby. All notices, requests, demands, consents, and other communications required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been duly given and received, (i) if delivered by hand, the day it is so delivered, (ii) if mailed via the United States mail, certified first class mail, postage prepaid, return receipt requested, five business days after it is mailed, or (iii) if sent by a nationally recognized overnight courier, the business day after it is sent, to the party to whom the same is so given or made, at the address of such party as set forth on this Agreement, which address may be changed by like notice to the other party hereto duly given as set forth herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by electronic means (including with the use of electronic signatures) by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received. All obligations of any party to this Agreement that are not fulfilled at the expiration or the termination of this Lease will survive such expiration or termination as continuing obligations of the party.

Supplemental Lease Terms and Conditions, Rev. 08-31-2022



Mobile Modular Management Corporation
1100 Highway 559
Auburndale, FL 33823
863-965-3700
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-503520
Date of Quote	05/16/2025
Quote Expiration Date:	06/30/2025
Lease Term:	36 Months
Lessee PO#:	

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

Lessee Name and Billing Address	Site Information	Lessor Name
Polk County, a political ("Lessee") subdivision of the State of Florida 1011 Jim Keene Boulevard Winter Haven, FL 33880 Charles Nichols Phone: (863) 298-4215 charlesnichols@polk-county.net Sourcewell member Account#24566	Holden Wright Old Bartow Eagle Lake Road Bartow, FL 33830 Cell: (863) 298-4215 holdenwright@polk-county.net	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Lessor") Questions? Contact: Carolyn Prescott Direct Phone: 1 (863) 508-6882 carolyn.prescott@mobilemodular.com

Equipment and Accessories	Qty	Monthly Rent	Extended Rent	Taxable
Office, 48x60 DBPR (NonStd) (Non-Standard Configuration.Size excludes 4' towbar.)	1	\$3,831.00	\$3,831.00	N
Sourcewell 48Wide Office Trailer Monthly Rental Rate fee is \$3,831.00				
Steps, Standard (open mkt)	1	\$150.00	\$150.00	N
RNT, Ramp (open mkt)	1	\$600.00	\$600.00	N
Office, 48x60 DBPR (NonStd) (Non-Standard Configuration.Size excludes 4' towbar.)	1	\$3,831.00	\$3,831.00	N
Sourcewell 48Wide Office Trailer Monthly Rental Rate fee is \$3,831.00				
Steps, Standard (open mkt)	1	\$150.00	\$150.00	N
RNT, Ramp (open mkt)	1	\$600.00	\$600.00	N
Furniture (Furniture detail listed below.) (Sourcewell price)	1	\$1,204.00	\$1,204.00	N
Equipment and Accessories Monthly Subtotal:				\$10,366.00
Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Office, 48x60 DBPR (NonStd) (Non-Standard Configuration.Size excludes 4' towbar.)				
Delivery	4	\$611.00	\$2,444.00	N
Block and Level Building	1	\$13,365.00	\$13,365.00	N
Essential Material Handling Fee	4	\$75.00	\$300.00	N
Delivery, Steps	1	\$200.00	\$200.00	N
RNT, Install or Delivery (Ramp Install)	1	\$1,700.00	\$1,700.00	N
Office, 48x60 DBPR (NonStd) (Non-Standard Configuration.Size excludes 4' towbar.)				
Delivery	4	\$611.00	\$2,444.00	N
Block and Level Building	1	\$13,365.00	\$13,365.00	N
Essential Material Handling Fee	4	\$75.00	\$300.00	N
Delivery, Steps	1	\$200.00	\$200.00	N
RNT, Install or Delivery (Ramp Install)	1	\$1,700.00	\$1,700.00	N
RNT, Furniture Delivery	1	\$450.00	\$450.00	N
Modifications			\$0.00	
Charges Upon Delivery Subtotal:				\$36,468.00



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Lease Term: 36 Months
Lessee PO#:

Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Office, 48x60 DBPR (NonStd) (Non-Standard Configuration. Size excludes 4' towbar.)				
Return	4	\$611.00	\$2,444.00	N
Prepare Equipment For Removal	1	\$9,720.00	\$9,720.00	N
Cleaning Fee	4	\$450.00	\$1,800.00	N
Removal, Steps	1	\$200.00	\$200.00	N
RNT, Removal (Ramp Removal)	1	\$1,700.00	\$1,700.00	N
Office, 48x60 DBPR (NonStd) (Non-Standard Configuration. Size excludes 4' towbar.)				
Return	4	\$611.00	\$2,444.00	N
Prepare Equipment For Removal	1	\$9,720.00	\$9,720.00	N
Cleaning Fee	4	\$450.00	\$1,800.00	N
Removal, Steps	1	\$200.00	\$200.00	N
RNT, Removal (Ramp Removal)	1	\$1,700.00	\$1,700.00	N
RNT, Furniture Removal	1	\$450.00	\$450.00	N
Estimated Charges Upon Return Subtotal:			\$32,178.00	

Total Estimated Charges

Subtotal of Monthly Rent	\$10,366.00
Personal Property Expense	\$00.00
Taxes on Monthly Charges	\$0.00
Total Charges per Month (including tax)	\$10,366.00
Charges Upon Delivery (including tax)	\$36,468.00
Estimated Charges Upon Return (including tax)*	\$32,178.00
Estimated Initial Invoice*	\$46,834.00

*Charges upon return will be charged at Lessor's then-current rates for lease terms greater than 12 months.

Furniture Central Ops

Item	Qty	Cost	Total
L Shaped Desk	8	\$ 52.00	\$ 416.00
8' Conference Table	2	\$ 38.00	\$ 76.00
Bookcase 72"	10	\$ 23.00	\$ 230.00
6' Training Table	2	\$ 34.00	\$ 68.00
Mesh High Back	8	\$ 17.00	\$ 136.00
Enterprise Mid-Back	16	\$ 13.00	\$ 208.00
Fridge	1	\$ 70.00	\$ 70.00
		Total	\$ 1204.00



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Special Notes

Additional Note: Mobile Modular **Sourcewell** Contract#1208220-MMR. (2) 48 wide Office Buildings and furniture are using standard **Sourcewell** rental rate pricing. Other rental items are using open market rates. All one-time charges except block and level, including delivery, installation, ramp, delivery, return fees, etc. are priced using vendor or self performed pricing to remain at or below the **Sourcewell** approved not to exceed RSMeans plus 17% Markup.

Quote based on availability. Temporary/Portable Holding Tanks: Lessor shall not be liable for loss or damage as a result of holding tanks that fill up more quickly than expected, or that overflow. Lessor strongly recommends that the equipment be connected directly to sanitary sewer lines. This proposal does not include steps, ramps, skirting, furniture, holdings tanks, or awnings unless specifically identified on quote.

This proposal assumes the use of earth anchoring on grass or dirt surface. Customer is responsible for scheduling all locates (www.sunshine811.com) and making MMMC aware of any hazards before digging.

FL Not included in scope of work: Site architect services, building permits, site contracting not limited to sidewalks, grading, site preparation, utilities/connections, grounding, fire alarm systems, fire sprinkler systems. If tires or axles need to be removed, this will be done at an additional charge.

RAMP- Additional Charges will apply if: Site is not level, additional sections are required due to site conditions, custom layout or product is requested, and other variables that may impact installation. Tie downs in sugar sand may incur an additional fee.

Three hard copy sets of building plans will be provided at no cost. Additional sets and E-seals are available at an additional charge.

****ASPHALT and CONCRETE** Buildings set on asphalt or concrete will be at an additional charge of \$40/per anchor.**

PLEASE CIRCLE - (DIRT) (ASHPALT) (CONCRETE) or (OTHER) and INITIAL HERE. _____

Additional Information

- Quote is valid for 30 days.
- Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- For lease transactions, Lessor reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval. Security deposit and payment in advance may be required.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Estimated Equipment Value

The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Equipment Description	Qty	Estimated Equipment Value (each)
Office, 48x60 DBPR (NonStd)	1	\$190,050.00
Office, 48x60 DBPR (NonStd)	1	\$190,050.00



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Lease Term:	36 Months
Lessee PO#:	

This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Lease Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Lessor shall generate a Lease Agreement Number, which shall be referenced on all Lessor invoices.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Lease Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Lease Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

LESSOR:

Mobile Modular Management Corporation
a Division of McGrath RentCorp

LESSEE:

Polk County, a political subdivision
of the State of Florida

Signature: _____

Signature: _____

Name: _____

Phil Hawkins

Name: _____

Title: _____

COO

Title: _____

Date: _____

6/3/2025

Date: _____

Reviewed as to form and legal sufficiency
Reviewed as to form and legal sufficiency

County Attorney's Office

6/6/25



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LEASE TERMS AND CONDITIONS

- LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.
- TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: "Accessories" shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; "Equipment" shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.
- PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.
- LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site (the "Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Charges per Month specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.
- EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Charges per Month from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Charges Upon Return from those specified in this Agreement to reflect Lessor's then-current market rates for such services.
- PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.
- RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty (30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Charges per Month set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Charges per Month will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Charges per Month; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Charges per Month. The charges reflected in this Agreement for Charges Upon Return will be adjusted for any Lease Term longer than twelve (12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.
- WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not



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Lease Term:	36 Months
Lessee PO#:	

extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. **THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANYEQUIPMENT.**

9. **TAXES.** Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.
10. **LOSS OR DAMAGE.** Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.
11. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.
12. **RESERVED.**
13. **EVENTS OF DEFAULT; REMEDIES.** Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess.. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

Lease Terms and Conditions, Rev. 07/01/2022

SUPPLEMENTAL LEASE TERMS AND CONDITIONS

1. **AGREEMENT.** These Supplemental Lease Terms and Conditions are incorporated by reference into the Lease Agreement between Lessor and Lessee (as identified in the Lease Agreement). All capitalized words used and not otherwise defined in these Supplemental Lease Terms and Conditions shall have the same meanings and definitions as those used in the Agreement. As used herein, "this **Agreement**" shall mean, collectively, the Lease Agreement, the Lease Terms and Conditions, and these Supplemental Lease Terms and Conditions.
2. **CERTAIN EXCLUSIONS FROM PRICING.** Unless otherwise specified in writing, prices and/or charges do not include permits, ramps, stairs, seismic foundation systems (such as Tiedowns (as defined below)), temporary power, skirting, engineering, or utilities or related installation and/or removal of same. Pricing for set up or installation (including, without limitation, of the building, skirting, Tiedowns, ramps, etc.) does not include dismantling or removal unless explicitly specified in writing. Except for skirting and earth anchors, unless otherwise noted in writing, ownership of all installed or supplied items is retained by Lessor.
3. **CREDIT APPROVAL; SECURITY DEPOSIT.** This transaction is subject to prior credit approval of Lessee to the sole satisfaction of Lessor. A security deposit and/or down payment in advance may be required in Lessor's sole discretion. If applicable, Lessee shall pay to Lessor the security deposit ("Security Deposit") amount specified in this Agreement. Lessor shall have no obligation to collect or pass through to Lessee any interest that Lessor may earn on the Security Deposit. In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified herein. Lessor shall have no obligation to segregate the Security Deposit in a separate account, except as expressly required by applicable law. Lessor shall return to Lessee any remaining balance of the Security Deposit upon Lessee's return of the Equipment to Lessor.
4. **USE, MAINTENANCE, CONDITION.** Lessee understands and agrees that: (a) the Equipment is only to be used for office space, light storage or classroom facilities and for no other purpose without the prior written consent of Lessor; (b) the Equipment is not pre-wired for features such as telephones, data lines, fire alarms, intercoms, lightning suppression, or other similar uses; (c) in the event that the Equipment includes cabinetry/casework, such cabinetry/casework may be fabricated with particleboard, which is known to emit certain levels of formaldehyde. Lessee is hereby advised that lower emission and formaldehyde-free options are available for an additional cost. Lessor shall have no liability for the effects of the emittance of certain levels of formaldehyde in connection with the Equipment. Lessee shall maintain all Equipment in good condition and repair (ordinary wear and tear excepted) as set forth in Lessor's Service Guide, which may be viewed on Lessor's website at <https://www.mobilemodular.com/resources/product-guides>. Lessee shall not make any alterations, modifications, additions or improvements to the Equipment without Lessor's prior written consent. Lessor or its employees, subcontractors or agents, may from time to time at any reasonable time, enter upon the Site for the purposes of (a) inspecting the Equipment; (b) repairing the Equipment; or (c) photographing the Equipment (including any items or occupants within or surrounding the Equipment) for Lessor's internal use. Lessor shall bear the expense of all repairs that it determines are needed to ameliorate normal wear and tear or defects in the Equipment; the expense of all other repairs shall be borne by Lessee. Lessee shall promptly notify Lessor of any defects in the Equipment. Unless otherwise specified in this Agreement, the Equipment is from Lessor's previously rented / used inventory.
5. **SPECIAL WAGE REQUIREMENTS.** Unless otherwise specified in this Agreement, prices do not include union labor, prevailing wages and fringe benefits under the Davis-Bacon Act, overtime provisions of the Contract Work Hours and Safety Standards Act, prevailing wages and fringe benefits under the McNamara-O'Hara Service Contract Act, or other special or certified wages or fringe benefits required in addition to those wages generally required under the Fair Labor Standards Act and applicable state and local law. It is the sole responsibility of Lessee to notify Lessor, in writing, at least five (5) business days prior to execution of this Agreement, to the extent that any special or certified wage or fringe benefit requirements are applicable to Lessee's project so that they may be included in this Agreement. If Lessee does not do so, and such special or certified wage or fringe benefit requirements are required, additional charges will apply. If requested by Lessee in writing, Lessor will provide payroll and other related documents to the extent that Lessor is allowed by applicable law or regulation to share such documentation with Lessee. Unless explicitly agreed upon in writing by Lessor, Lessor does not hereby agree to participate in any project-specific reporting requirements, including but not limited to special reporting systems, software, or online portals, and, if agreed to, such participation by Lessor may be subject to additional fees payable by Lessee.
6. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Lessor shall deliver and set up the Equipment at the site location (the "Site") identified on the first page of the Agreement. Lessee shall provide Lessor with clear access to the Site for delivery of the Equipment by industry-standard delivery methods and set up by industry-standard set up methods. Lessee is solely responsible for ensuring that the Site is dry, compacted and level (defined herein as length of the Equipment having no greater than a four (4) inch drop in forty (40) feet and the width of the Equipment having no greater than a one (1) inch drop in eight (8) feet). Lessee: (a) warrants and represents that it has exercised due diligence and care in selecting a suitable Site for the Equipment and agrees that it is solely responsible for the identification of all underground elements at the Site, including but not limited to utility lines, utilizing the appropriate third-party services and that Lessee retains liability for the designation of such elements at the Site should there be any ground-penetrating activities performed in connection with set up of the Equipment; (b) agrees to clearly mark the four (4) corners of the area where the equipment is to be placed, as well as the location of the door; (c) shall clear the area of all grass, shrubs, trees, and other similar hazards; (d) will ensure that the Equipment shall be placed in an area with adequate drainage to avoid flooding; and (e) has the authority and right to place the Equipment at the Site and that in the event that the Site is not owned by Lessee, Lessee will so advise Lessor and provide adequate, state-specific authorization, to Lessor's sole satisfaction, that Lessee has the right to place the Equipment at the Site. In the event that the Equipment must be re-leveled due to adverse Site or weather conditions (i.e. ground saturation, settling, instability, etc.) or adjustment due to the weight of Lessee's personal property in the Equipment, the re-level shall be performed by Lessor at Lessee's sole cost and expense. In the State of California, DSA-approved Equipment is subject to the following additional installation requirements: (a) the area where the equipment is placed must be graded to within 4.5 inches of level grade; and (b) under no circumstances have less than a 1500 psf minimum soil bearing pressure. Section 8 ("Tiedowns") below is not applicable to DSA-type Equipment.
7. **HYBRID CAMPUS MAKER, ECO, ECO II AND TYPE IIB SIDE STACKABLE CLASSROOMS.** In the State of Florida Hybrid Campus Maker, Eco, Eco II and Type IIB Side Stackable Classrooms types of Equipment have a one-hour firewall on the long side walls. Lessee is duly advised that penetration of these walls may cause such Equipment to lose its one-hour fire rating and the Equipment will fail to be code compliant. Lessee shall be solely liable for any failure to maintain one-hour fire rating and code compliance in the event of any wall penetration by Lessee.
8. **TIEDOWNS.** When used herein, "Tiedowns" means tiedowns, earth anchors, seismic and/or wind restraints. In the event that Tiedown installation is not expressly listed in the "Delivery-related Services" section of this Agreement, Lessee, at Lessee's sole judgement and discretion, has effectively rejected Lessor's offer to install Tiedowns on the Equipment at the sole risk and liability of Lessee. Lessor shall bear no liability for any damages to person or property in or around the Equipment or to the Equipment or any Accessories, nor shall Lessor be liable for any injuries, including death, that may occur in connection with Lessee's determination that Tiedowns are not required. It is the sole responsibility of Lessee to ensure compliance with all requirements of any applicable governmental authority pertaining to the foundation system of the Equipment and any required Tiedowns. In the event that Lessee elects to have Tiedowns installed, the following terms and conditions are applicable: (a) friction-based or earth anchor seismic/wind restraint

systems are rated for exposure C wind loads as defined in the plans provided to Lessee and are designed to be used on sites with a minimum soil bearing pressure as specified on such engineered plans; (b) additional charges may be incurred by Lessee for custom foundation engineering and additional or different foundation materials and/or work; (c) for an additional charge, wet-stamped engineered plans and calculations are available for seismic/wind restraint systems; (d) Lessor does not warrant that Lessee's site conditions will be adequate for the seismic/wind restraint system; (e) upon request, Lessor may provide a recommendation of the number of earth anchors based on the size and type of Equipment, it being understood and agreed by Lessee that Lessor's recommendation is not a guaranty or warranty of any kind as to the number of required earth anchors; (f) the Warranties set forth in the Agreement do not apply to any seismic/wind restraint systems in the event that Lessee has not elected to purchase wet-stamped engineered foundation plans and calculations; (g) at the time of installation of earth anchors, in the event that ground penetration is hindered by elements such as large rocks, lime, cement, utility lines, etc., Lessee is solely responsible for all costs associated therewith, including replacement of broken earth anchors. In the event of any damage to utility lines, the cost of repairs will be borne solely by Lessee; and (h) at the time of return of the Equipment, Lessor will cut the straps of the earth anchors in order to remove the Equipment and Lessee shall be responsible for removal of the earth anchors from the Site. Lessor shall not be responsible for any patching or other repairs to the Site ground surface that may be required following removal of earth anchors.

9. **PLUMBING.** If any Equipment includes plumbing systems, Lessee is solely responsible for making waste and water connections to the Equipment stub outs. Lessee is solely responsible for providing the plumbing and assembling the plumbing manifold and for final on-site connections. Lessor makes no guarantees that the stub out locations or set height of the Equipment will coincide with existing stub outs, holding tanks or other connection-related items. Lessee is responsible for any malfunction of lines, valves, piping, etc. related to foreign matter, improper connection of waste/water lines, negligence or misuse, or for any other malfunction not directly attributable to a defect in the plumbing systems contained within the Equipment. Testing of water for chlorination, pressure or other items/issues is the sole responsibility of Lessee. If Lessee is connecting Equipment plumbing system to temporary/portable holding tanks and/or fresh water supply tanks, whether obtained from Lessor or Lessor's supplier, or from an unrelated third party supplier of Lessee's.

10. **CRANE SERVICES.** Lessee shall not, by itself or through any subcontractor or agent of Lessee (excluding Lessor and Lessor's subcontractors and agents), rig, attach, lift, lower, hoist or move any Equipment with a crane or other similar equipment without first: (a) obtaining Lessor's prior written approval, to be given, withheld or qualified in Lessor's sole discretion; (b) executing Lessor's form of Crane Services Waiver of Liability and Indemnification; and (c) providing certificates of insurance to Lessor evidencing that Lessee or Lessee's subcontractor or agent (as applicable) maintains riggers liability insurance with a minimum of \$1,000,000.00 per occurrence and naming Lessor as loss payee of the proceeds.

11. **ACCESSORIES.** The following terms and conditions are applicable to the extent that any accessories are included in this Agreement: (a) Lessee understands and acknowledges that some accessories may not be owned by Lessor and may be leased from third-party suppliers of Lessor for use by Lessee, that such third-party suppliers shall retain all rights of ownership of such accessories and that Lessee has no rights of ownership or interests therein. (b) certain accessories, including but not limited to holding tanks and generators, may present certain hazardous conditions or materials. Lessee agrees that it is fully aware of the potential hazards in using such accessories and hereby assumes all risk associated therewith. (c) Lessee shall maintain or remove any waste or hazardous materials related to any such accessories in accordance with all applicable laws, rules and regulations. (d) The insurance value(s) of any accessories are not included in the Estimated Equipment Value set forth in this Agreement. (e) Holding Tanks/Fresh Water Tanks: For Lessee's comfort and convenience, Lessor strongly recommends that Equipment containing plumbing systems be connected directly to sanitary sewer lines. In the event that Lessee elects to utilize temporary holding tanks as a means of waste disposal, Lessee is hereby advised that use of holding tanks presents additional risks, as holding tank capacity is directly affected by water usage, leaky faucets, etc. Lessor shall not be liable for any loss or damage resulting from holding tanks that fill up more quickly than expected, or that overflow. Lessee is responsible for providing necessary plumbing parts, assembly of plumbing manifold and final on-site connections between the Equipment and any such holding or supply tanks. Lessor makes no representations, warranties, or guarantees that the stub out locations or set height of the Equipment will coincide with the holding and/or supply tanks, or other connection-related items. Lessee may be required to trench, dig a pit or make other site-related modifications to accommodate waste and supply tanks. If fresh water tanks are provided by Lessor, Lessee is hereby advised that the water is non-potable and is considered unsafe for consumption; (f) Stairs: the term "Stairs" shall mean prefabricated metal stairs, including handrails, with landings. Lessor's sole responsibility with respect to Stairs is to deliver the Stairs to the Site. Notwithstanding any assembly or installation by Lessor, Lessee is and shall remain solely liable for the installation and assembly of the Stairs and for any failure to comply with applicable codes, regulations and/or ordinances with respect to the Stairs after the Stairs are delivered to the Site. **LESSEE HEREBY WAIVES AND RELEASES ANY CLAIM IT MAY HAVE AGAINST LESSOR ARISING FROM LESSOR'S INSTALLATION OR ASSEMBLY OF THE STAIRS. LESSEE FURTHER AGREES THAT IT SHALL INDEMNIFY, DEFEND, AND HOLD THE LESSOR HARMLESS FROM AND AGAINST ANY AND ALL LOSSES RESULTING FROM OR IN ANY WAY RELATED TO THE INSTALLATION AND ASSEMBLY OF THE STAIRS.** (g) Ramps: Lessee shall not alter ramps provided by Lessor from their installed state; any alterations or modifications of ramps may result in failure to comply with applicable code, regulations and ordinances and any such alterations or modifications, including cosmetic changes, may result in additional charges to Lessee for repairs or replacement of the ramp. Sloping Site or other conditions may impact the use of prefabricated ramps and may require customized configurations, which may result in additional charges to Lessee. Lessee is responsible for making the transition from the end of the ramp to existing grade of the Site and such transition may require grading, paving or other site work by Lessee at Lessee's sole cost and expense, to ensure finished ramp complies with all applicable codes, regulations and ordinances. Lessee's obligations to Lessor pursuant to this Agreement with respect to the Equipment (including but not limited to those relating to responsibility for damages, relocation, return, maintenance and repairs, insurance, and indemnify) shall also apply with respect to the accessories unless otherwise expressly stated.

12. **ASSIGNMENT.** Lessee shall not assign this Agreement or sublet the Equipment without the prior written consent of Lessor. This Agreement shall be binding upon any assignee or successor of Lessee. Lessor may assign any of its rights, remedies, responsibilities, and/or obligations hereunder without notice to Lessee.

13. **RELOCATION OF EQUIPMENT.** Lessee shall not move the Equipment without the prior written consent of Lessor. Should the Equipment require relocation for any reason, Lessee shall be responsible for all costs and expenses associated with such relocation and shall be solely liable for any damage caused to the Equipment resulting from such relocation. Lessee is responsible for ensuring that the new Site meets the same requirements set forth in this Agreement.

14. **LIENS.** Lessee shall keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances, or attachments.

15. **MARKETING DISCLAIMER.** Lessee agrees that, by executing this Agreement, it is opting-in to receive emails, phone calls, text promotions and offers from Lessor. Lessee may unsubscribe at any time using the links provided in such emails.

16. **INTELLECTUAL PROPERTY.** Nothing in this Lease Agreement shall be deemed to convey to Lessee any right, title to or ownership in any intellectual property within the Equipment or owned by Lessor or any third party, in whole or in part, nor to designate deliverables "work made for hire" under the U. S. Copyright Act, as amended.

17. **CONFIDENTIALITY.** Lessee agrees to, at all times, maintain the confidentiality of this Agreement, all terms and conditions set forth herein and all other non-public information related to the transactions consummated hereby.

18. **COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment on the Site approvals. **LESSEE AGREES TO FULLY COMPLY WITH ALL LAWS, RULES, REGULATIONS AND ORDERS OF ALL LOCAL, STATE AND FEDERAL GOVERNMENTAL AUTHORITIES WHICH IN ANY WAY RELATE TO THE EQUIPMENT AND ITS USE; AND TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS FROM ANY AND ALL FINES, FORFEITURES, SEIZURES, PENALTIES OR OTHER LIABILITIES THAT MAY ARISE FROM ANY INFRINGEMENT OR VIOLATION OF ANY SUCH LAW, RULE, REGULATION OR ORDER.**

19. **GOVERNING LAW; VENUE.** Lessee and Lessor agree that this Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of the Site where the Equipment is located, without regard to its conflicts of laws' provisions. It is agreed that the venue for a legal action relating to this Agreement shall be proper only if brought in, and the exclusive jurisdiction for any disputes relating to this Agreement shall be, the Federal and State courts having jurisdiction over the Site where the Equipment is located. The parties agree that this Agreement hereunder does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

20. **HAZARDOUS MATERIALS.** Lessee agrees that no paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials and/or substances, shall be maintained, located or stored in or on the Equipment. Lessee shall also not conduct or authorize the use, generation, transportation, storage, treatment or disposal in, around, about or on the Equipment of any hazardous substance or materials other than in quantities incidental to the intended use of the Equipment and in compliance with all environmental laws; provided, however, nothing herein contained shall permit Lessee to allow any so-called "acutely hazardous," "ultra-hazardous," "imminently hazardous chemical substance or mixture" or comparable hazardous substance or material to be located on, in, around or about the Equipment. Lessee shall cooperate with and permit Lessor and all governmental authorities having jurisdiction reasonable access to the Equipment for purposes of operating, inspecting, maintaining and monitoring any environmental controls, equipment, barriers and/or systems required by applicable environmental laws.

21. **FEDERAL CONTRACTOR.** As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.

22. **FORCE MAJEURE.** If performance by either party of any term, condition or covenant in this Agreement is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, pandemic, epidemic or global health emergency or any other cause not within the reasonable control of such party, the period for performance of the term, condition or covenant will be extended for a period equal to the period such party is so delayed or prevented. In no event, however, shall Lessee be excused from the payment of Total Monthly Charges or any other amounts due by Tenant to Lessor hereunder due to a Force Majeure event defined in this section or otherwise.

23. **MISCELLANEOUS.** This Agreement may not be amended, altered or modified except by a writing signed by both Lessor and Lessee. Failure of Lessor to enforce any term or condition of this Agreement shall not constitute waiver of any rights stipulated herein. If any provision of these terms and conditions is invalid, illegal or unenforceable, as determined by a court of competent jurisdiction, its application in any other circumstances and the remaining provisions of these terms and conditions are not affected thereby. All notices, requests, demands, consents, and other communications required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been duly given and received, (i) if delivered by hand, the day it is so delivered, (ii) if mailed via the United States mail, certified first class mail, postage prepaid, return receipt requested, five business days after it is mailed, or (iii) if sent by a nationally recognized overnight courier, the business day after it is sent, to the party to whom the same is so given or made, at the address of such party as set forth on this Agreement, which address may be changed by like notice to the other party hereto duly given as set forth herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by electronic means (including with the use of electronic signatures) by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received. All obligations of any party to this Agreement that are not fulfilled at the expiration or the termination of this Lease will survive such expiration or termination as continuing obligations of the party.

Supplemental Lease Terms and Conditions, Rev. 08-31-2022



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-503531
Date of Quote	05/16/2025
Quote Expiration Date:	06/30/2025
Lease Term:	36 Months
Lessee PO#:	

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

Lessee Name and Billing Address	Site Information	Lessor Name
Polk County, a political ("Lessee") subdivision of the State of Florida 1011 Jim Keene Boulevard Winter Haven, FL 33880 Holden Wright Phone: (863) 298-4215 holdenwright@polk-county.net Sourcewell member Account#24566	Holden Wright 2000 Raulerson Rd Kathleen Kathleen, FL 33849 Cell: (863) 298-4215 holdenwright@polk-county.net	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Lessor") Questions? Contact: Carolyn Prescott Direct Phone: 1 (863) 508-6882 carolyn.prescott@mobilemodular.com

Equipment and Accessories	Qty	Monthly Rent	Extended Rent	Taxable
Office, 12x56 DBPR (Item1382W) (Type V, 146MPH wind load.Size excludes 4' towbar.) Sourcewell 12Wide Office Trailer Monthly Rental Rate fee is \$938.00	1	\$938.00	\$938.00	N
Steps, Adjustable (open mkt)	1	\$150.00	\$150.00	N
RNT, Ramp (open mkt)	1	\$600.00	\$600.00	N
Furniture (See Furniture detail below) (Sourcewell price)	1	\$277.00	\$277.00	N
Equipment and Accessories Monthly Subtotal:				\$1,965.00

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Office, 12x56 DBPR (Item1382W) (Type V, 146MPH wind load.Size excludes 4' towbar.)				
Delivery	1	\$611.00	\$611.00	N
Block and Level Building	1	\$1,950.00	\$1,950.00	N
Essential Material Handling Fee	1	\$75.00	\$75.00	N
Delivery, Steps	1	\$200.00	\$200.00	N
RNT, Install Ramp	1	\$1,700.00	\$1,700.00	N
RNT, Deliver Furniture	1	\$450.00	\$450.00	N
Modifications			\$0.00	
Charges Upon Delivery Subtotal:				\$4,986.00

Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Office, 12x56 DBPR (Item1382W) (Type V, 146MPH wind load.Size excludes 4' towbar.)				
Return	1	\$611.00	\$611.00	N
Prepare Equipment For Removal	1	\$1,122.00	\$1,122.00	N
Cleaning Fee	1	\$450.00	\$450.00	N
Removal, Steps	1	\$200.00	\$200.00	N
RNT, Removal Ramp	1	\$1,700.00	\$1,700.00	N
RNT, Removal Furniture	1	\$450.00	\$450.00	N
Estimated Charges Upon Return Subtotal:				\$4,533.00



Mobile Modular Management Corporation
1100 Highway 559
Auburndale, FL 33823
863-965-3700
www.mgrc.com

Lease Quotation and Agreement

Quote # Q-503531
Date of Quote 05/30/2025
Quote Expiration Date: 06/16/2025
Lease Term: 36 Months
Lessee PO#:

Total Estimated Charges

Subtotal of Monthly Rent	\$1,965.00
Personal Property Expense	\$00.00
Taxes on Monthly Charges	\$0.00
Total Charges per Month (including tax)	\$1,965.00
Charges Upon Delivery (including tax)	\$4,986.00
Estimated Charges Upon Return (including tax)*	\$4,533.00
Estimated Initial Invoice*	\$6,951.00

*Charges upon return will be charged at Lessor's then-current rates for lease terms greater than 12 months.

Special Notes

Additional Note: Mobile Modular **Sourcewell** Contract#1208220-MMR. (1) 12 wide Office Building and furniture are using standard **Sourcewell** rental rate pricing. Other rental items are using open market rates. All one-time charges except block and level, including delivery, installation, ramp, return fees, etc. are priced using vendor or self performed pricing to remain at or below the **Sourcewell** approved not to exceed RSM means plus 17% Markup.

Quote based on availability. Temporary/Portable Holding Tanks: Lessor shall not be liable for loss or damage as a result of holding tanks that fill up more quickly than expected, or that overflow. Lessor strongly recommends that the equipment be connected directly to sanitary sewer lines. This proposal does not include steps, ramps, skirting, furniture, holdings tanks, or awnings unless specifically identified on quote.

This proposal assumes the use of earth anchoring on grass or dirt surface. Customer is responsible for scheduling all locates (www.sunshine811.com) and making MMMC aware of any hazards before digging.

FL Not included in scope of work: Site architect services, building permits, site contracting not limited to sidewalks, grading, site preparation, utilities/connections, grounding, fire alarm systems, fire sprinkler systems. If tires or axles need to be removed, this will be done at an additional charge.

RAMP- Additional Charges will apply if: Site is not level, additional sections are required due to site conditions, custom layout or product is requested, and other variables that may impact installation. Tie downs in sugar sand may incur an additional fee.

Three hard copy sets of building plans will be provided at no cost. Additional sets and E-seals are available at an additional charge.

****ASPHALT and CONCRETE**** Buildings set on asphalt or concrete will be at an additional charge of \$40/per anchor.

PLEASE CIRCLE - (DIRT) (ASHPALT) (CONCRETE) or (OTHER) and INITIAL HERE._____

Additional Information

- Quote is valid for 30 days.
- Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- For lease transactions, Lessor reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval. Security deposit and payment in advance may be required.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Estimated Equipment Value

The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Equipment Description	Qty	Estimated Equipment Value (each)
Office, 12x56 DBPR (Item1382W)	1	\$90,200.00

Furniture Cherry Hill

Item	Qty	Cost	Total
L Shaped Desk	2	\$ 52.00	\$ 104.00
8' Conference Table	0	\$ 38.00	\$ -
Bookcase 72"	3	\$ 23.00	\$ 69.00
6' Training Table	0	\$ 34.00	\$ -
Mesh High Back	2	\$ 17.00	\$ 34.00
Enterprise Mid-Back	0	\$ 13.00	\$ -
Fridge	1	\$ 70.00	\$ 70.00
Total			\$ 277.00



Mobile Modular Management Corporation
1100 Highway 559
Auburndale, FL 33823
863-965-3700
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-503531
Date of Quote	05/16/2025
Quote Expiration Date:	06/30/2025
Lease Term:	36 Months
Lessee PO#:	

This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Lease Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Lessor shall generate a Lease Agreement Number, which shall be referenced on all Lessor invoices.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Lease Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Lease Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

LESSOR:

Mobile Modular Management Corporation
a Division of McGrath RentCorp

LESSEE:

Polk County, a political subdivision of the State of Florida

Signature: _____

Signature: _____

Name: _____

Phil Hawkins

Name: _____

Title: _____

COO

Title: _____

Date: _____

6/3/2025

Date: _____

Reviewed as to form and legal sufficiency

County Attorney's Office



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LEASE TERMS AND CONDITIONS

- LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.
- TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: "Accessories" shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; "Equipment" shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.
- PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.
- LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site (the "Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Charges per Month specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.
- EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Charges per Month from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Charges Upon Return from those specified in this Agreement to reflect Lessor's then-current market rates for such services.
- PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.
- RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty (30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Charges per Month set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Charges per Month will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Charges per Month; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Charges per Month. The charges reflected in this Agreement for Charges Upon Return will be adjusted for any Lease Term longer than twelve (12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.
- WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not



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extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. **THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY EQUIPMENT.**

9. **TAXES.** Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.

10. **LOSS OR DAMAGE.** Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.
11. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.
12. **RESERVED.**
13. **EVENTS OF DEFAULT; REMEDIES.** Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess.. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

SUPPLEMENTAL LEASE TERMS AND CONDITIONS

1. **AGREEMENT.** These Supplemental Lease Terms and Conditions are incorporated by reference into the Lease Agreement between Lessor and Lessee (as identified in the Lease Agreement). All capitalized words used and not otherwise defined in these Supplemental Lease Terms and Conditions shall have the same meanings and definitions as those used in the Agreement. As used herein, "this **Agreement**" shall mean, collectively, the Lease Agreement, the Lease Terms and Conditions, and these Supplemental Lease Terms and Conditions.
2. **CERTAIN EXCLUSIONS FROM PRICING.** Unless otherwise specified in writing, prices and/or charges do not include permits, ramps, stairs, seismic foundation systems (such as Tiedowns (as defined below)), temporary power, skirting, engineering, or utilities or related installation and/or removal of same. Pricing for set up or installation (including, without limitation, of the building, skirting, Tiedowns, ramps, etc.) does not include dismantling or removal unless explicitly specified in writing. Except for skirting and earth anchors, unless otherwise noted in writing, ownership of all installed or supplied items is retained by Lessor.
3. **CREDIT APPROVAL; SECURITY DEPOSIT.** This transaction is subject to prior credit approval of Lessee to the sole satisfaction of Lessor. A security deposit and/or down payment in advance may be required in Lessor's sole discretion. If applicable, Lessee shall pay to Lessor the security deposit ("**Security Deposit**") amount specified in this Agreement. Lessor shall have no obligation to collect or pass through to Lessee any interest that Lessor may earn on the Security Deposit. In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified herein. Lessor shall have no obligation to segregate the Security Deposit in a separate account, except as expressly required by applicable law. Lessor shall return to Lessee any remaining balance of the Security Deposit upon Lessee's return of the Equipment to Lessor.
4. **USE, MAINTENANCE, CONDITION.** Lessee understands and agrees that: (a) the Equipment is only to be used for office space, light storage or classroom facilities and for no other purpose without the prior written consent of Lessor; (b) the Equipment is not pre-wired for features such as telephones, data lines, fire alarms, intercoms, lightning suppression, or other similar uses; (c) in the event that the Equipment includes cabinetry/casework, such cabinetry/casework may be fabricated with particleboard, which is known to emit certain levels of formaldehyde. Lessee is hereby advised that lower emission and formaldehyde-free options are available for an additional cost. Lessor shall have no liability for the effects of the emittance of certain levels of formaldehyde in connection with the Equipment. Lessee shall maintain all Equipment in good condition and repair (ordinary wear and tear excepted) as set forth in Lessor's Service Guide, which may be viewed on Lessor's website at <https://www.mobilemodular.com/resources/product-guides>. Lessee shall not make any alterations, modifications, additions or improvements to the Equipment without Lessor's prior written consent. Lessor or its employees, subcontractors or agents, may from time to time at any reasonable time, enter upon the Site for the purposes of (a) inspecting the Equipment; (b) repairing the Equipment; or (c) photographing the Equipment (including any items or occupants within or surrounding the Equipment) for Lessor's internal use. Lessor shall bear the expense of all repairs that it determines are needed to ameliorate normal wear and tear or defects in the Equipment; the expense of all other repairs shall be borne by Lessee. Lessee shall promptly notify Lessor of any defects in the Equipment. Unless otherwise specified in this Agreement, the Equipment is from Lessor's previously rented / used inventory.
5. **SPECIAL WAGE REQUIREMENTS.** Unless otherwise specified in this Agreement, prices do not include union labor, prevailing wages and fringe benefits under the Davis-Bacon Act, overtime provisions of the Contract Work Hours and Safety Standards Act, prevailing wages and fringe benefits under the McNamara-O'Hara Service Contract Act, or other special or certified wages or fringe benefits required in addition to those wages generally required under the Fair Labor Standards Act and applicable state and local law. It is the sole responsibility of Lessee to notify Lessor, in writing, at least five (5) business days prior to execution of this Agreement, to the extent that any special or certified wage or fringe benefit requirements are applicable to Lessee's project so that they may be included in this Agreement. If Lessee does not do so, and such special or certified wage or fringe benefit requirements are required, additional charges will apply. If requested by Lessee in writing, Lessor will provide payroll and other related documents to the extent that Lessor is allowed by applicable law or regulation to share such documentation with Lessee. Unless explicitly agreed upon in writing by Lessor, Lessor does not hereby agree to participate in any project-specific reporting requirements, including but not limited to special reporting systems, software, or online portals, and, if agreed to, such participation by Lessor may be subject to additional fees payable by Lessee.
6. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Lessor shall deliver and set up the Equipment at the site location (the "**Site**") identified on the first page of the Agreement. Lessee shall provide Lessor with clear access to the Site for delivery of the Equipment by industry-standard delivery methods and set up by industry-standard set up methods. Lessee is solely responsible for ensuring that the Site is dry, compacted and level (defined herein as length of the Equipment having no greater than a four (4) inch drop in forty (40) feet and the width of the Equipment having no greater than a one (1) inch drop in eight (8) feet). Lessee: (a) warrants and represents that it has exercised due diligence and care in selecting a suitable Site for the Equipment and agrees that it is solely responsible for the identification of all underground elements at the Site, including but not limited to utility lines, utilizing the appropriate third-party services and that Lessee retains liability for the designation of such elements at the Site should there be any ground-penetrating activities performed in connection with set up of the Equipment; (b) agrees to clearly mark the four (4) corners of the area where the equipment is to be placed, as well as the location of the door; (c) shall clear the area of all grass, shrubs, trees, and other similar hazards; (d) will ensure that the Equipment shall be placed in an area with adequate drainage to avoid flooding; and (e) has the authority and right to place the Equipment at the Site and that in the event that the Site is not owned by Lessee, Lessee will so advise Lessor and provide adequate, state-specific authorization, to Lessor's sole satisfaction, that Lessee has the right to place the Equipment at the Site. In the event that the Equipment must be re-leveled due to adverse Site or weather conditions (i.e. ground saturation, settling, instability, etc.) or adjustment due to the weight of Lessee's personal property in the Equipment, the re-level shall be performed by Lessor at Lessee's sole cost and expense. In the State of California, DSA-approved Equipment is subject to the following additional installation requirements: (a) the area where the equipment is placed must be graded to within 4.5 inches of level grade; and (b) under no circumstances have less than a 1500 psf minimum soil bearing pressure. Section 8 ("Tiedowns") below is not applicable to DSA-type Equipment.
7. **HYBRID CAMPUS MAKER, ECO, ECO II AND TYPE IIB SIDE STACKABLE CLASSROOMS.** In the State of Florida Hybrid Campus Maker, Eco, Eco II and Type IIB Side Stackable Classrooms types of Equipment have a one-hour firewall on the long side walls. Lessee is duly advised that penetration of these walls may cause such Equipment to lose its one-hour fire rating and the Equipment will fail to be code compliant. Lessee shall be solely liable for any failure to maintain one-hour fire rating and code compliance in the event of any wall penetration by Lessee.
8. **TIEDOWNS.** When used herein, "**Tiedowns**" means tiedowns, earth anchors, seismic and/or wind restraints. In the event that Tiedown installation is not expressly listed in the "Delivery-related Services" section of this Agreement, Lessee, at Lessee's sole judgement and discretion, has effectively rejected Lessor's offer to install Tiedowns on the Equipment at the sole risk and liability of Lessee. Lessor shall bear no liability for any damages to person or property in or around the Equipment or to the Equipment or any Accessories, nor shall Lessor be liable for any injuries, including death, that may occur in connection with Lessee's determination that Tiedowns are not required. It is the sole responsibility of Lessee to ensure compliance with all requirements of any applicable governmental authority pertaining to the foundation system of the Equipment and any required Tiedowns. In the event that Lessee elects to have Tiedowns installed, the following terms and conditions are applicable: (a) friction-based or earth anchor seismic/wind restraint

systems are rated for exposure C wind loads as defined in the plans provided to Lessee and are designed to be used on sites with a minimum soil bearing pressure as specified on such engineered plans; (b) additional charges may be incurred by Lessee for custom foundation engineering and additional or different foundation materials and/or work; (c) for an additional charge, wet-stamped engineered plans and calculations are available for seismic/wind restraint systems; (d) Lessor does not warrant that Lessee's site conditions will be adequate for the seismic/wind restraint system; (e) upon request, Lessor may provide a recommendation of the number of earth anchors based on the size and type of Equipment, it being understood and agreed by Lessee that Lessor's recommendation is not a guaranty or warranty of any kind as to the number of required earth anchors; (f) the Warranties set forth in the Agreement do not apply to any seismic/wind restraint systems in the event that Lessee has not elected to purchase wet-stamped engineered foundation plans and calculations; (g) at the time of installation of earth anchors, in the event that ground penetration is hindered by elements such as large rocks, lime, cement, utility lines, etc., Lessee is solely responsible for all costs associated therewith, including replacement of broken earth anchors. In the event of any damage to utility lines, the cost of repairs will be borne solely by Lessee; and (h) at the time of return of the Equipment, Lessor will cut the straps of the earth anchors in order to remove the Equipment and Lessee shall be responsible for removal of the earth anchors from the Site. Lessor shall not be responsible for any patching or other repairs to the Site ground surface that may be required following removal of earth anchors.

9. **PLUMBING.** If any Equipment includes plumbing systems, Lessee is solely responsible for making waste and water connections to the Equipment stub outs. Lessee is solely responsible for providing the plumbing and assembling the plumbing manifold and for final on-site connections. Lessor makes no guarantees that the stub out locations or set height of the Equipment will coincide with existing stub outs, holding tanks or other connection-related items. Lessee is responsible for any malfunction of lines, valves, piping, etc. related to foreign matter, improper connection of waste/water lines, negligence or misuse, or for any other malfunction not directly attributable to a defect in the plumbing systems contained within the Equipment. Testing of water for chlorination, pressure or other items/issues is the sole responsibility of Lessee. If Lessee is connecting Equipment plumbing system to temporary/portable holding tanks and/or fresh water supply tanks, whether obtained from Lessor or Lessor's supplier, or from an unrelated third party supplier of Lessee's.

10. **CRANE SERVICES.** Lessee shall not, by itself or through any subcontractor or agent of Lessee (excluding Lessor and Lessor's subcontractors and agents), rig, attach, lift, lower, hoist or move any Equipment with a crane or other similar equipment without first: (a) obtaining Lessor's prior written approval, to be given, withheld or qualified in Lessor's sole discretion; (b) executing Lessor's form of Crane Services Waiver of Liability and Indemnification; and (c) providing certificates of insurance to Lessor evidencing that Lessee or Lessee's subcontractor or agent (as applicable) maintains riggers liability insurance with a minimum of \$1,000,000.00 per occurrence and naming Lessor as loss payee of the proceeds.

11. **ACCESSORIES.** The following terms and conditions are applicable to the extent that any accessories are included in this Agreement: (a) Lessee understands and acknowledges that some accessories may not be owned by Lessor and may be leased from third-party suppliers of Lessor for use by Lessee, that such third-party suppliers shall retain all rights of ownership of such accessories and that Lessee has no rights of ownership or interests therein. (b) certain accessories, including but not limited to holding tanks and generators, may present certain hazardous conditions or materials. Lessee agrees that it is fully aware of the potential hazards in using such accessories and hereby assumes all risk associated therewith. (c) Lessee shall maintain or remove any waste or hazardous materials related to any such accessories in accordance with all applicable laws, rules and regulations. (d) The insurance value(s) of any accessories are not included in the Estimated Equipment Value set forth in this Agreement. (e) Holding Tanks/Fresh Water Tanks: For Lessee's comfort and convenience, Lessor strongly recommends that Equipment containing plumbing systems be connected directly to sanitary sewer lines. In the event that Lessee elects to utilize temporary holding tanks as a means of waste disposal, Lessee is hereby advised that use of holding tanks presents additional risks, as holding tank capacity is directly affected by water usage, leaky faucets, etc. Lessor shall not be liable for any loss or damage resulting from holding tanks that fill up more quickly than expected, or that overflow. Lessee is responsible for providing necessary plumbing parts, assembly of plumbing manifold and final on-site connections between the Equipment and any such holding or supply tanks. Lessor makes no representations, warranties, or guarantees that the stub out locations or set height of the Equipment will coincide with the holding and/or supply tanks, or other connection-related items. Lessee may be required to trench, dig a pit or make other site-related modifications to accommodate waste and supply tanks. If fresh water tanks are provided by Lessor, Lessee is hereby advised that the water is non-potable and is considered unsafe for consumption; (f) Stairs: the term "Stairs" shall mean prefabricated metal stairs, including handrails, with landings. Lessor's sole responsibility with respect to Stairs is to deliver the Stairs to the Site. Notwithstanding any assembly or installation by Lessor, Lessee is and shall remain solely liable for the installation and assembly of the Stairs and for any failure to comply with applicable codes, regulations and/or ordinances with respect to the Stairs after the Stairs are delivered to the Site. **LESSEE HEREBY WAIVES AND RELEASES ANY CLAIM IT MAY HAVE AGAINST LESSOR ARISING FROM LESSOR'S INSTALLATION OR ASSEMBLY OF THE STAIRS. LESSEE FURTHER AGREES THAT IT SHALL INDEMNIFY, DEFEND, AND HOLD THE LESSOR HARMLESS FROM AND AGAINST ANY AND ALL LOSSES RESULTING FROM OR IN ANY WAY RELATED TO THE INSTALLATION AND ASSEMBLY OF THE STAIRS.** (g) Ramps: Lessee shall not alter ramps provided by Lessor from their installed state; any alterations or modifications of ramps may result in failure to comply with applicable code, regulations and ordinances and any such alterations or modifications, including cosmetic changes, may result in additional charges to Lessee for repairs or replacement of the ramp. Sloping Site or other conditions may impact the use of prefabricated ramps and may require customized configurations, which may result in additional charges to Lessee. Lessee is responsible for making the transition from the end of the ramp to existing grade of the Site and such transition may require grading, paving or other site work by Lessee at Lessee's sole cost and expense, to ensure finished ramp complies with all applicable codes, regulations and ordinances. Lessee's obligations to Lessor pursuant to this Agreement with respect to the Equipment (including but not limited to those relating to responsibility for damages, relocation, return, maintenance and repairs, insurance, and indemnify) shall also apply with respect to the accessories unless otherwise expressly stated.

12. **ASSIGNMENT.** Lessee shall not assign this Agreement or sublet the Equipment without the prior written consent of Lessor. This Agreement shall be binding upon any assignee or successor of Lessee. Lessor may assign any of its rights, remedies, responsibilities, and/or obligations hereunder without notice to Lessee.

13. **RELOCATION OF EQUIPMENT.** Lessee shall not move the Equipment without the prior written consent of Lessor. Should the Equipment require relocation for any reason, Lessee shall be responsible for all costs and expenses associated with such relocation and shall be solely liable for any damage caused to the Equipment resulting from such relocation. Lessee is responsible for ensuring that the new Site meets the same requirements set forth in this Agreement.

14. **LIENS.** Lessee shall keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances, or attachments.

15. **MARKETING DISCLAIMER.** Lessee agrees that, by executing this Agreement, it is opting-in to receive emails, phone calls, text promotions and offers from Lessor. Lessee may unsubscribe at any time using the links provided in such emails.

16. **INTELLECTUAL PROPERTY.** Nothing in this Lease Agreement shall be deemed to convey to Lessee any right, title to or ownership in any intellectual property within the Equipment or owned by Lessor or any third party, in whole or in part, nor to designate deliverables "work made for hire" under the U. S. Copyright Act, as amended.

17. **CONFIDENTIALITY.** Lessee agrees to, at all times, maintain the confidentiality of this Agreement, all terms and conditions set forth herein and all other non-public information related to the transactions consummated hereby.

18. **COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment on the Site approvals. **LESSEE AGREES TO FULLY COMPLY WITH ALL LAWS, RULES, REGULATIONS AND ORDERS OF ALL LOCAL, STATE AND FEDERAL GOVERNMENTAL AUTHORITIES WHICH IN ANY WAY RELATE TO THE EQUIPMENT AND ITS USE; AND TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS FROM ANY AND ALL FINES, FORFEITURES, SEIZURES, PENALTIES OR OTHER LIABILITIES THAT MAY ARISE FROM ANY INFRINGEMENT OR VIOLATION OF ANY SUCH LAW, RULE, REGULATION OR ORDER.**

19. **GOVERNING LAW; VENUE.** Lessee and Lessor agree that this Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of the Site where the Equipment is located, without regard to its conflicts of laws' provisions. It is agreed that the venue for a legal action relating to this Agreement shall be proper only if brought in, and the exclusive jurisdiction for any disputes relating to this Agreement shall be, the Federal and State courts having jurisdiction over the Site where the Equipment is located. The parties agree that this Agreement hereunder does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

20. **HAZARDOUS MATERIALS.** Lessee agrees that no paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials and/or substances, shall be maintained, located or stored in or on the Equipment. Lessee shall also not conduct or authorize the use, generation, transportation, storage, treatment or disposal in, around, about or on the Equipment of any hazardous substance or materials other than in quantities incidental to the intended use of the Equipment and in compliance with all environmental laws; provided, however, nothing herein contained shall permit Lessee to allow any so-called "acutely hazardous," "ultra-hazardous," "imminently hazardous chemical substance or mixture" or comparable hazardous substance or material to be located on, in, around or about the Equipment. Lessee shall cooperate with and permit Lessor and all governmental authorities having jurisdiction reasonable access to the Equipment for purposes of operating, inspecting, maintaining and monitoring any environmental controls, equipment, barriers and/or systems required by applicable environmental laws.

21. **FEDERAL CONTRACTOR.** As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.

22. **FORCE MAJEURE.** If performance by either party of any term, condition or covenant in this Agreement is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, pandemic, epidemic or global health emergency or any other cause not within the reasonable control of such party, the period for performance of the term, condition or covenant will be extended for a period equal to the period such party is so delayed or prevented. In no event, however, shall Lessee be excused from the payment of Total Monthly Charges or any other amounts due by Tenant to Lessor hereunder due to a Force Majeure event defined in this section or otherwise.

23. **MISCELLANEOUS.** This Agreement may not be amended, altered or modified except by a writing signed by both Lessor and Lessee. Failure of Lessor to enforce any term or condition of this Agreement shall not constitute waiver of any rights stipulated herein. If any provision of these terms and conditions is invalid, illegal or unenforceable, as determined by a court of competent jurisdiction, its application in any other circumstances and the remaining provisions of these terms and conditions are not affected thereby. All notices, requests, demands, consents, and other communications required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been duly given and received, (i) if delivered by hand, the day it is so delivered, (ii) if mailed via the United States mail, certified first class mail, postage prepaid, return receipt requested, five business days after it is mailed, or (iii) if sent by a nationally recognized overnight courier, the business day after it is sent, to the party to whom the same is so given or made, at the address of such party as set forth on this Agreement, which address may be changed by like notice to the other party hereto duly given as set forth herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by electronic means (including with the use of electronic signatures) by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received. All obligations of any party to this Agreement that are not fulfilled at the expiration or the termination of this Lease will survive such expiration or termination as continuing obligations of the party.



Polk County
Board of County Commissioners

Agenda Item N.1.

6/17/2025

SUBJECT

Public Hearing (LDCPAS-2025-3 Lake Gibson Estates CPA) (Adoption Hearing) to consider the adoption of an applicant-initiated Small-Scale Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation from Residential Low (RL-3) to Residential Medium (RM) on a 2.52 +/- acres. (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated Small-Scale Comprehensive Plan Map Amendment for property located south of Marcum Road, east of US Highway 98, west of Norton Road, and north of Daughtery Road, east of the City of Lakeland, in Sections 24, Township 27, and Range 23.

State law requires one Planning Commission hearing, which was held on May 7th, 2025, with a recommendation for approval (7:0).

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

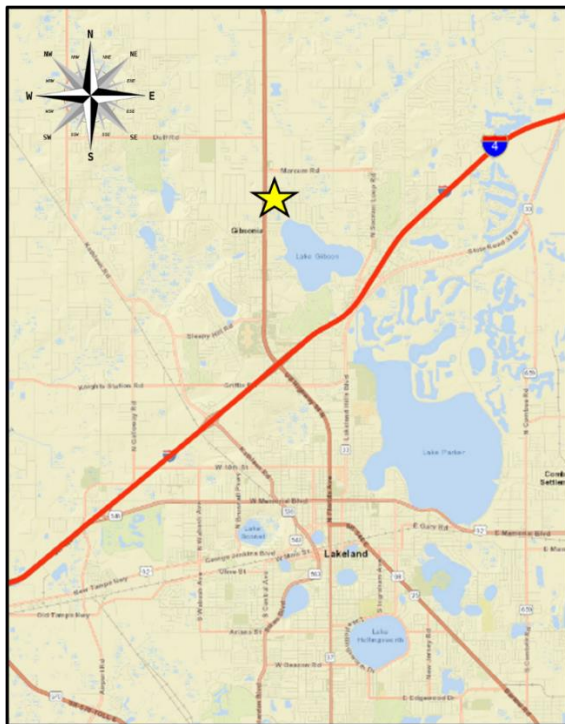
CONTACT INFORMATION

Johnathan (JP) Sims, MPA, Planner II
Land Development Division
(863) 534-7515
johnathansims@polk-county.net

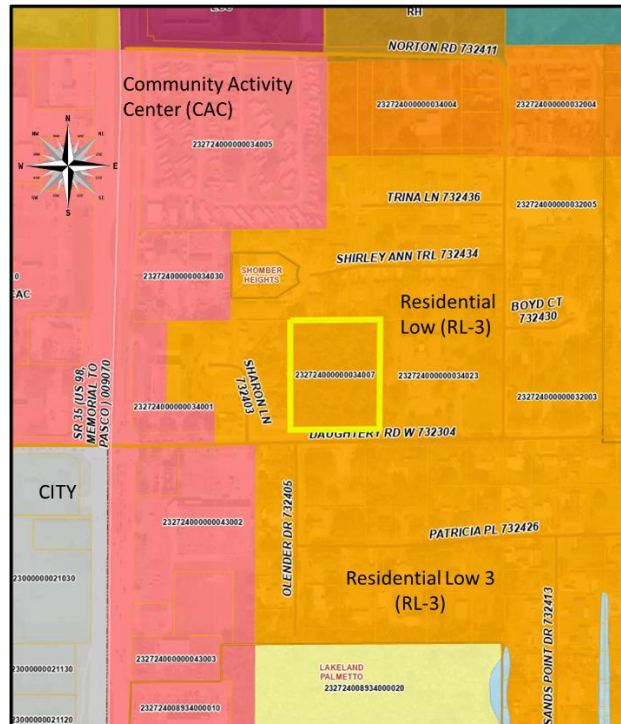
POLK COUNTY DEVELOPMENT REVIEW COMMITTEE STAFF REPORT

DRC Date:	March 6, 2025	Level of Review:	4
PC Date:	May 7, 2025	Type:	Comprehensive Plan Amendment
BoCC Date:	June 17, 2025	Case Numbers:	LDCPAS-2025-3
Applicant:	Charles Brooker, Traditions Engineering	Case Name:	Lake Gibson Estates CPA
		Case Planner:	J.P. Sims, Planner II

Request:	A Future Land Use designation change from Residential Low (RL-3) to Residential Medium (RM).
Location:	The subject property is located south of Marcum Road, east of Carl Floyd, US Highway 98, west of Norton Road, and north of Daughtery Road, east of the Lakeland city limits, in Sections 24, Township 27, and Range 23.
Property Owner:	Daughtery Road Gibson Court Land Trust
Parcel Size/number:	2.55 +/- acres (232724-000000-034007)
Development Area:	Urban Growth Area (UGA) and TCCO Corridor
Nearest Municipality:	City of Lakeland
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7-0)
Public Comment:	None
Florida Commerce*	N/A



Location Map



Current Future Land Use Map

Summary

The applicant, Charles Brooker of Traditions Engineering, is requesting a Small-Scale Comprehensive Plan Amendment on behalf of the property owners, Daughtery Road Gibson Court Land Trust, to change the Future Land Use Designations from Residential Low (RL-3) to Residential Medium (RM) on 2.52 +/- acres of property in the Urban Growth Area (UGA). The site is located south of Marcum Road, west of Norton Road, east of US Highway 98, and north of Daughtery Road, east of Lakeland city limits, in Sections 24, Township 27, and Range 23.

Compatibility Summary

The subject site is currently vacant and undeveloped. This request will be compatible with the surrounding area as it has ingress/egress onto Daughtery Road, which is an Urban Collector. It has Residential Low (RL-3) completely surrounding it with an assisted living facility directly adjacent to the east. There is a duplex community north of the subject site.

Infrastructure Summary

The subject site has access to water from Aqua Utilities per Polk County's Utilities GIS. The applicant provided in their Impact Assessment Statement that City of Lakeland will be providing wastewater services. There is sufficient road capacity on all surrounding road networks. Mass transit is available nearby with the Citrus Connection's Blue Line running along US Highway 98, with the closest stop being Stop 1212 at the corner of Daughtery Road and US Highway 98, about 800 feet from the subject site. Public safety response times are normal for this part of the County, but school capacity will be an issue at the high school and middle school. The request is compatible with the available infrastructure.

Environmental Summary

The nearest neighborhood park is the Hunt Fountain Park 1.1-mile northwest of the site and the nearest regional Park is the Saddle Creek Park and Campground 6.37 miles to the southeast of the subject site. There are no wet soils on the subject site. There are no wetlands or floodplain on the site, and it does not sit within a flood zone.

Comprehensive Plan

The relevant sections of the Comprehensive Plan that are applicable to the project request:

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.102-A10 Location Criteria
- Policy 2.105(A1-A5): Urban Growth Area (UGA)
- Policy 2.120(C1-C4): Residential Low
- Policy 2.120(D1-D4): Residential Medium

Findings of Fact

Request and Legal Status

- This is an applicant-initiated request for the Future Land Use designation change from Residential Low (RL) to Residential Medium (RM) on a +/- 2.52 acres parcel.
- The subject site has a Land Development Code land use district of Residential Low 3 (RL-3)
- The subject site is in the Transit Centers and Corridors Overlay (TCCO).

Compatibility

- The existing uses surrounding the site are:
 - North – RL-3; Hilltop Heights duplex subdivision.
 - East – RL-3; New Era Assisted Living Facility.
 - West – RL-3; single-family residential.
 - South – RL-3; single-family residential.
- The general area surrounding the subject site includes mostly single family detached residential, duplexes, and an assisted living facility. Close by to the west are commercial uses along US Highway 98.
- The subject site is undeveloped.

Infrastructure

- The zoned schools for the site are Edgar Padgett Elementary, Lake Gibson Middle, and Lake Gibson High School.
- Polk County Fire Rescue Station 22 will be the response unit for fire and EMS for this site. It is located at 5201 Cornell Street in Lakeland, with an approximate travel distance of 1.3 miles.
- The subject site is within the Sheriff Department's Northwest District. The Northwest District Office is located at 1045 West Wedgewood Estates Boulevard in Lakeland and is two (2) miles away.
- The subject site is within the Aqua Utilities Service Area for potable water and City of Lakeland wastewater as stated by applicant in Impact Assessment Statement. The proposed RM has the potential to require more water and generate more wastewater with than the current land use.
- Daughtery Road has sidewalks along the street in front of the subject site along the north side of the road, and there are sidewalks along US Highway 98 to the west.

- Mass transit is available nearby with the Citrus Connection's Blue Line running along US Highway 98, with the closest stop being Stop 1212 at the corner of Daughtery Road and US Highway 98, about 800 feet from the subject site.
- The nearest neighborhood park is the Hunt Fountain Park 1.1-mile northwest of the site and the nearest regional Park is the Saddle Creek Park and Campground 6.37 miles to the southeast of the subject site.

Environmental

- The site is relatively flat with a high elevation of 178 feet on the west side of the parcel and a low of 175 feet at the southeast corner of the parcel.
- There are no wetlands or floodplain on this site. It does not reside within a flood zone.
- The soil type for the parcel is entirely made of Myakka-Immokolee-Urban land complex.
- According to Polk County Endangered Habitat Maps, the subject site is not located within a one-mile radius of an observation of a protected animal species (Source: Florida Department of Environmental Protection, 2015).
- There are no known archeological or historical resources on the subject site per data from the Florida State Historical Commission.
- There are no environmental lands nearby. The closest are the Tenoroc Fish Management Area 2.07 miles to the southeast of the site.
- There are no wells on the subject site and it is not located in a wellfield.
- The site is not within an Airport Impact District.

Comprehensive Plan Policies

- POLICY 2.102-A1 Development Location states that 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.
- POLICY 2.102-A2 Compatibility states that 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.

- POLICY 2.102-A3 Distribution states that 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 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.
- POLICY 2.102-A10 Location Criteria states 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.
- POLICY 2.105-A1: DESCRIPTION - Urban-Growth Areas shall:

- a. complement the TSDA in guiding growth, while promoting orderly and compact development;
 - b. be located contiguous to the TSDAs or a municipality as they represent the expansion areas;
 - c. be supported by existing or planned urban type services that are programmed for the 20-year planning horizon;
 - d. 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 in close proximity to the development in the adjacent TSDAs;
 - e. 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. support the preservation of open space and natural areas;
 - 4. reduce capital and operating cost for the provision of infrastructure and public services.
- **POLICY 2.105-A3: LAND USE CATEGORIES** - The following land use categories shall be permitted within UGAs:
 - a. **ACTIVITY CENTERS:** Regional Activity Centers, Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and Employment Centers, High-Impact Commercial Centers shall be permitted within UGAs in accordance with applicable criteria.
 - b. **RESIDENTIAL:** Residential-High, Residential-Medium, and Residential-Low Districts shall be permitted within UGAs in accordance with applicable criteria.
 - c. **OTHER:** Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Professional Institutional, Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, Preservation.
 - **POLICY 2.105-A5: DEVELOPMENT CRITERIA FOR URBAN GROWTH AREAS** - Development within the Urban Growth Areas shall conform to the following criteria as further specified in the Land Development Code:
 - a. connect to centralized potable water;
 - b. connect to centralized sanitary sewer systems if available.
 - c. incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element;
 - d. promote the implementation of "Complete Street" and "Conservation Development" principles as established under Section 2.1251, Community Design, of this element;
 - e. promote the integration of pedestrian-oriented features, including sidewalks, trails, or walkways into every development including appropriate pedestrian shelters or awnings;

- f.provide access to civic space, parks, green areas, and open space and other amenities;
 - g.be supported by public safety (i.e., fire, EMS and law enforcement);
 - h.have access to public schools;
 - i.be encouraged to provide connectivity with adjacent uses within the TSDA, and facilitate connectivity between the TSDA and other urban centers and the rural development areas;
 - j.encourage the inclusion of a variety of housing choices and mixed uses; and
 - k.additional standards supporting transit if development is within the "Corridor and Center Overlay" (Section 2.124-A);
- POLICY 2.120-C1: CHARACTERISTICS - Densities up to, and including, 5.00 DU/AC. The Residential-Low classification is characterized by single-family dwelling units, duplex units, and small-scale multi-family units.
 - POLICY 2.120-D1: CHARACTERISTICS - Densities up to, and including, 10.00 DU/AC. The Residential-Medium classification is characterized by single-family dwelling units, duplex units, and multi-family units.
 - POLICY 2.120-D2: DESIGNATION AND MAPPING - Residential-Medium districts shall be located throughout TSDAs, UGAs, SDAs, and UEAs as designated on the Future Land Use Map Series as "RM."
 - POLICY 2.120-D3: LOCATION CRITERIA - Residential-Medium areas shall be located only within TSDAs, UGAs, SDAs, and UEAs and activity centers. The placement of Residential-Medium shall be evaluated based on the general criteria listed in Policy 2.119-A2.
 - POLICY 2.120-D4: DEVELOPMENT CRITERIA - Residential development may contain a variety of housing types as defined by the Land Development Code and shall be permitted at a density of up to 10 DU/AC. Additionally, community facilities are permitted in accordance with policies of this Plan.

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 2023-3**.

Planning Commission Recommendation: On May 7th, 2025, in an advertised public hearing, the Planning Commission voted 7:0 to **recommend APPROVAL of LDCPAS-2025-3**.

***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 identifies the Future Land Use (FLU) designations and the existing uses surrounding the subject site that are immediately adjacent.

Table 1 Surrounding Uses

Northwest RL-3; Shomber Heights duplexes: CAC; undeveloped	North RL-3; Multifamily duplexes	Northeast RL-3; Multifamily duplexes
West RL-3; Single family residential	Subject Site RL-3; undeveloped	East RL-3; New Era Assisted Living Facility
Southwest RL-3; Single family residential: CAC; IES Residential	South RL-3; Single family residential	Southeast RL-3; Single family residential

Source: Polk County Geographical Information System and site visit by County staff

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.”

A. Land Uses

The purpose of Urban Growth Area (UGA) is to serve as a foundation from which a future urban pattern is established, and to provide future areas for development at urban densities and intensities. UGA's are areas within the County that, at a minimum, are currently served, or are programmed within the applicable Comprehensive Plan Capital Improvement Program to be served within years 10 through 20 of the Comprehensive Plan's planning period. UGA's are also supported by, or programmed to be supported by, other services typically found to accompany urban development such as public safety services, an urban road network, and developed parks.

The request is a Future Land Use designation that is reflective of the development in the area. While the land has been designated Residential Low, it currently is undeveloped but abuts residential uses on almost all sides. There is also an assisted living facility in New Era to the east of the subject site that has 62 beds on site. The majority of the surrounding uses are single family residential.

The subdivision to the north of the subject site is Shomber Heights, which is an RL-3 land use, but has primarily duplexes developed on site.

B. Infrastructure

The subject site will be serviced by Aqua Utilities for potable water and City of Lakeland for wastewater. Applicant stated in Impact Assessment Statement that City of Lakeland Utilities confirmed that this site will be able to connect to wastewater. The site is adjacent to Daughtery Road East, an Urban Collector, while also having close access to US Highway 98, a Principal Arterial. There is available transportation capacity on both roads, but US 98 is expected to be a failing road link within five years. Public safety response times are normal for this part of the County. While there is capacity within the elementary school, the middle and high schools are currently showing as overcapacity. The request is compatible with the available infrastructure.

Nearest Elementary, Middle, and High School

The schools zoned for the subject property are the zoned schools listed in Table 2 below. Per the requirements in Chapter 7 of the Land Development Code, the applicant will have to work out capacity for any development request with the school board as the high school and middle school do currently show as overcapacity.

Per Section 703 of the Land Development Code, if the concurrency determination indicates that there is not adequate capacity of any public facility or service within the impacted service area the Department shall deny issuance of a Certificate of Concurrency or issue a Certificate of Concurrency subject to one or more of the following conditions:

- a. Reduction of project size, density, and intensity to reduce the impacts of the development to less than or equal to the available capacity; and

- b. Require the provision, by the applicant, of the necessary public facilities and services, including any off-site transportation improvements, to achieve available capacity and site improvements recommended in the traffic study. The provision of public facilities and services shall comply with the Comprehensive Plan and all applicable ordinances. The commitment, by the applicant, to construct public facilities and services prior to the issuance of a building permit must be included as a condition to the Certificate of Concurrency. The County may, at its option, reimburse the applicant for the costs of the excess capacity provided by the applicant. The improvements shall be in place prior to the Certificate of Occupancy.
- c. The applicant enters into a binding Proportionate Share Agreement pursuant to the Transportation Proportionate Fair-Share Program provided for in Section 703. N.

Table 2 School Information

Name of School	Annual Estimated Demand	% Capacity 2022-2023 School Year	Average driving distance from subject site
Edgar Padgett Elementary School	3 students	65%	1.0 miles
Lake Gibson Middle School	1 student	110%	1.6 miles
Lake Gibson High School	1 student	110%	1.9 miles

Source: Polk County School Board, Polk County Impact Fee Ordinance, GIS

Nearest Sheriff, Fire, and EMS Station

Table 3 below displays that the nearest Sheriff District office and Fire/EMS stations. Sheriff response times are not as much a function of the distance to the nearest sheriff's substation, but more a function of the overall number of patrol officers within the County.

Table 3 Public Safety Information

	Name of Station	Distance Response Time*
Sheriff	Northwest District Command Unit (1045 W Wedgewood Estates Blvd, Lakeland, FL 33809)	2 +/- miles Priority 1 – 11:17 Priority 2 – 32:50
Fire/ EMS	Station #22 (5201 Cornell St, Lakeland, FL 33810)	1.3 +/- miles

Source: Polk County Sheriff's Office & Polk County Fire Rescue. Response times for March 2025.

Water and Wastewater

A. Estimated Demand

The subject site is within the Aqua Utilities Service Area for potable water as confirmed by Polk County Utilities GIS. The proposed RM has the potential to require more water and generate more wastewater with than the current land use.

Table 4 Estimated Water and Sewer Impact Analysis

Permitted Intensity	Maximum Permitted in Existing Land Use RL-3 with Planned Development	Maximum Permitted in Proposed RM with Planned Development
2.52 +/-acres	2.52 +/- acres X 5 du/ac = 12 du	2.52 +/- acres X 10 du/ac = 25 du
Potable Water Consumption	12 du X 360 GPD = 4,320 GPD	25 du X 198 GPD = 4,950 GPD
Wastewater Generation	12 du X 270 GPD = 3,240 GPD	25 du X 180 GPD 4,500 GPD

Source: Concurrency Manual: RL-3 for single family residence is 360 GPD for water and 270 GPD for wastewater, Multifamily @ 198 GPD Potable water and 180 Wastewater.

B. Service Provider

The subject site is within the Aqua Utilities Service Area for water as confirmed by Polk County Utilities GIS. For wastewater, City of Lakeland is supposedly providing services per the applicant's Impact Assessment Statement.

If site is unable to connect to wastewater through City of Lakeland Utilities, then the density of the development will need to be reduced as with septic, density cannot be higher than 4 du/ac.

C. Available Capacity

Information is not available for capacity as the water is handled by Aqua Utilities.

D. Planned Improvements

There are no improvements planned at this time.

Roadways/Transportation Network

A. Estimated Demand

Table 5, following this paragraph, shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate. The Future Land Use change may result in higher trips.

Table 5 Estimated Transportation Impact Analysis

Permitted Intensity	Maximum Permitted in Existing Land Use RL-3 w/ Planned Development	Maximum Permitted in Proposed RM w/ Planned Development
2.52 +/-acres	2.52 +/- acres X 5 du/ac = 12 du	2.52 +/- acres X 10 du/ac = 25 du
Average Annual	12 du X 7.81AADT = 94 Trips (100% New Trips)	25 du X 6.74 AADT = 169 Trips (100% New Trips)
PM Peak	12 du X 1.0 AADT = 12 Trips	25 du X 0.51 AADT = 13 Trips

Source: Concurrency Manual and Table for Minor Traffic Study –Residential Medium (RM) Multifamily Housing (Low-Rise) at 6.74 AADT and 0.51 PM Peak Hours (100% new trips), and RL-1 for Single Family Residential uses 7.81 AADT and 1 AADT at PM Peak Hours.

B. Available Capacity

The roads surrounding the subject site have sufficient capacity to accommodate PM traffic for residential uses. The table after this paragraph provides the current PM Peak Hour capacities of the nearby road links. It is also relevant to consider the distribution of traffic as it leaves a development site. As traffic leaves a site the impact is not at the same intensity the farther away from the site as it is at the driveway.

Table 6					
Link #	Road Name	Current LOS	Available Capacity	Minimum LOS Standard	Projected Five Year LOS
8006E	Daughtery Road East (US 98 to CR 582)	C	367	D	C
8006W		C	349	D	C
5416N	US 98 (Daughtery Road W to Socrum Loop Road W)	C	148	D	F
5416S		D	72	D	F

Source: Polk Transportation Planning Organization, Roadway network Database 2023

C. Roadway Conditions

Daughtery Road East is an Urban Collector with available capacity in both directions. US Highway 98 is a Principal Arterial that currently has capacity but is expected to be a failing road link with in the next five years. The Pavement Condition Index (PCI) for Daughtery Road is Poor while US 98 is not tracked. The condition of the roadways and the LOS change over time. The conditions are addressed when development accesses a road during the Level 2 Review. LOS is a tool that can limit the intensity of a development.

D. Sidewalk Network

Daughtery Road East has sidewalks along the north side of the street of the subject site along its entire property frontage. US Highway 98 also has sidewalks that run along the entire road link.

E. Planned Improvements:

There are currently no planned County improvements along any of the traffic links.

F. Mass Transit

Mass transit is available nearby with the Citrus Connection's Blue Line running along US Highway 98, with the closest stop being Stop 1212 at the corner of Daughtery Road and US Highway 98, about 800 feet from the subject site.

Park Facilities:

The following analysis is based on public recreation facilities.

A. Location:

The nearest neighborhood park is the Hunt Fountain Park 1.1 miles northwest of the site and the nearest regional Park is the Saddle Creek Park and Campground 6.37 miles to the southeast of the subject site.

B. Services:

Hunt Fountain Park amenities include Basketball Courts, Football Fields, Horse Arena, Pavilion, Picnic Area, Playground, Restrooms, Soccer Fields, Tennis Courts. Saddle Creek Park and Campground amenities Baseball Fields, Boat Launching Site, Campground, Gun Range, Picnic Area, Playground, Restrooms, Walking Paths/Trails, Wildlife Viewing.

C. Multi-use Trails:

The closest free hiking trail is in the Gator Creek Reserve which is 4.4 miles north of the subject site.

D. Environmental Lands:

This site contains no County owned environmental lands. The closest environmental lands to the site are the Tenoroc Fish Management Area that can be found 2.1 miles to the southeast of the subject site.

E. Planned Improvements:

There are no further recreation improvements scheduled for this area of the County at this time.

Environmental Conditions

The soil type for the parcel is entirely made of Myakka-Immokolee-Urban land complex, which can be problematic for building and drains poorly.

A. Surface Water:

There is no surface water on the subject site.

B. Wetlands/Floodplains:

There are no wetlands or floodplains on the site, and the site does not reside within a flood zone.

C. Soils:

The subject site is entirely comprised of Myakka-Immokolee-Urban land complex as listed in Table 8 following this paragraph.

Table 8

Soil Name	Septic Tank Absorption Field Limitations	Limitations to Dwellings w/o Basements	% of Site (approximate)
Myakka-Immokalee-Urban land complex	Severe: wetness, poor filter	Severe: wetness	100%

*Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service *Because of poor filtration, ground water contamination is a hazard in many areas that have a concentration of homes with septic tanks.*

D. Protected Species

According to the Florida Biodiversity Matrix GIS application, no threatened or endangered plant or animal species exist on the site. If any are discovered, the applicant shall properly protect the specie(s) or mitigate any impacts consistent with federal, state, and local law.

E. Archeological Resources:

According to the Florida Department of State, Division of Historical Resources, there are no archeological sites listed in the Florida Master Site File.

F. Wells (Public/Private)

The subject site is not located in a Wellfield Protection District and does not have any wells on site. The site will be connecting to water from Aqua Utilities. The nearest Wellfield is about 0.51 miles to the east of the subject site.

G. Airports:

The site is not within an Airport Impact District.

Economic Factors:

There are no known economic factors that would impact the development of this site.

Consistency with the Comprehensive Plan

Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies 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** with the Comprehensive Plan is listed below:

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 Comprehensive Plan permits a variety of different Future Land Use designations in urban areas and contribute to a combination of mixed uses. Residential Medium is in context with the surrounding area as there are duplexes to the north of the site and an assisted living facility to the east. There is commercial uses nearby to the west along US 98.
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 lands surrounding the subject site are already a combination of duplexes and single-family homes. Aqua Utilities are readily available in this area for water and City of Lakeland is supposedly providing wastewater. This request is consistent with this policy.
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 timing is consistent with the growth in the area as the surrounding sites are already designated for a variety of uses. There is ample connectivity to water, wastewater, and electricity. Fire and Sheriff are close by with low response times. Two of the schools that are zoned for the site are at capacity so

Comprehensive Plan Policy	Consistency Analysis
<p>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:</p> <p>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:</p> <ol style="list-style-type: none"> 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, <p>f. environmental factors, including, but not limited to:</p> <ol style="list-style-type: none"> 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. 	<p>mitigation efforts will need to be made before a certificate of occupancy can be provided. The overall parcel does not contain wetlands or floodplains, and does not sit within a flood zone. Site directly accesses an Urban Collector in Daugherty Road East.</p>
<p>POLICY 2.105-A1: DESCRIPTION - Urban-Growth Areas shall:</p> <p>a.complement the TSDA in guiding growth, while promoting orderly and compact development;b.be located contiguous to the TSDAs or a municipality as they represent the expansion areas;c.be supported by existing or planned urban type services that are programmed for the 20-year planning horizon;d.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 in close proximity to the development in the adjacent TSDAs;e.include development criteria that:</p> <ol style="list-style-type: none"> 1.promote the development of walkable 	<p>Residential Medium is allowed in the UGA. There are sidewalks along the street in front of the site along Daugherty Road and to the east on US 98. The change from Residential Low to Residential Medium will compliment the surrounding land uses.</p>

Comprehensive Plan Policy	Consistency Analysis
<p>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.support the preservation of open space and natural areas;4.reduce capital and operating cost for the provision of infrastructure and public services.</p>	
<p>POLICY 2.105-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within UGAs:</p> <p>a.ACTIVITY CENTERS: Regional Activity Centers, Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and Employment Centers, High-Impact Commercial Centers shall be permitted within UGAs in accordance with applicable criteria.</p> <p>b.RESIDENTIAL: Residential-High, Residential-Medium, and Residential-Low Districts shall be permitted within UGAs in accordance with applicable criteria.c.OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Professional Institutional, Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, Preservation.</p>	
<p>POLICY 2.105-A5: DEVELOPMENT CRITERIA FOR URBAN GROWTH AREAS - Development within the Urban Growth Areas shall conform to the following criteria as further specified in the Land Development Code:</p> <p>a.connect to centralized potable water;b.connect to centralized sanitary sewer systems if available.c.incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element;d.promote the implementation of "Complete Street" and "Conservation Development" principles as established under Section 2.1251, Community Design, of this element;e.promote the integration of pedestrian-oriented features, including sidewalks, trails, or walkways into every development including appropriate pedestrian shelters or awnings;f.provide access to civic space,</p>	<p>The proposed Residential Medium Future Land Use designation is permitted in the UGA. The applicant will be required to demonstrate consistency with the UGA Development Criteria. Therefore, this request is consistent with the UGA policies. The site is connected to water through Aqua Utilities. The sidewalks fronting the property promote walkability in the surrounding area. Public Safety is readily available nearby. The zoned high school and middle school does have a capacity issue, so mitigation efforts will be necessary with the Polk County School Board once the Level 2 Review is completed.</p>

Comprehensive Plan Policy	Consistency Analysis
<p>parks, green areas, and open space and other amenities;g.be supported by public safety (i.e., fire, EMS and law enforcement);h.have access to public schools;i.be encouraged to provide connectivity with adjacent uses within the TSDA, and facilitate connectivity between the TSDA and other urban centers and the rural development areas;j.encourage the inclusion of a variety of housing choices and mixed uses; andk.additional standards supporting transit if development is within the "Corridor and Center Overlay" (Section 2.124-A);</p>	
<p>POLICY 2.120-D1: CHARACTERISTICS - Densities up to, and including, 10.00 DU/AC. The Residential-Medium classification is characterized by single-family dwelling units, duplex units, and multi-family units.</p> <p>POLICY 2.120-D2: DESIGNATION AND MAPPING - Residential-Medium districts shall be located throughout TSDAs, UGAs, SDAs, and UEAs as designated on the Future Land Use Map Series as "RM."</p> <p>POLICY 2.120-D3: LOCATION CRITERIA - Residential-Medium areas shall be located only within TSDAs, UGAs, SDAs, and UEAs and activity centers. The placement of Residential-Medium shall be evaluated based on the general criteria listed in Policy 2.119-A2.</p> <p>POLICY 2.120-D4: DEVELOPMENT CRITERIA - Residential development may contain a variety of housing types as defined by the Land Development Code and shall be permitted at a density of up to 10 DU/AC. Additionally, community facilities are permitted in accordance with policies of this Plan.</p>	<p>Future Land Uses to the north of the subject site are consistent in use to the Residential Medium being requested in that they have duplexed developed on site already. Daughtery Road East is an Urban Collector with sufficient capacity. Applicant is indicating an interest in constructing townhomes, which is allowable in Residential Medium.</p>

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 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. <i>Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.</i>	Summary of analysis
b. <i>Allows a significant amount of urban development to occur in rural areas.</i>	Summary of analysis
c. <i>Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.</i>	Summary of analysis, surrounding Development, compatibility
d. <i>Fails to adequately protect and conserve natural resources and other significant natural systems.</i>	Summary of analysis, surrounding Development, compatibility
e. <i>Fails to adequately protect adjacent agricultural areas.</i>	Compatibility with Surrounding Land Uses
f. <i>Fails to maximize existing public facilities and services.</i>	Summary of Analysis, Infrastructure
g. <i>Fails to minimize the need for future facilities and services.</i>	Summary of Analysis, Infrastructure
h. <i>Allows development patterns that will disproportionately increase the cost of providing public facilities and services.</i>	Summary of Analysis, Infrastructure
i. <i>Fails to provide a clear separation between urban and rural uses.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
j. <i>Discourages infill development or redevelopment of existing neighborhoods.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
k. <i>Fails to encourage an attractive and functional mixture of land uses.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
l. <i>Will result in poor accessibility among linked or related land uses.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
m. <i>Results in the loss of a significant amount of open space.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses

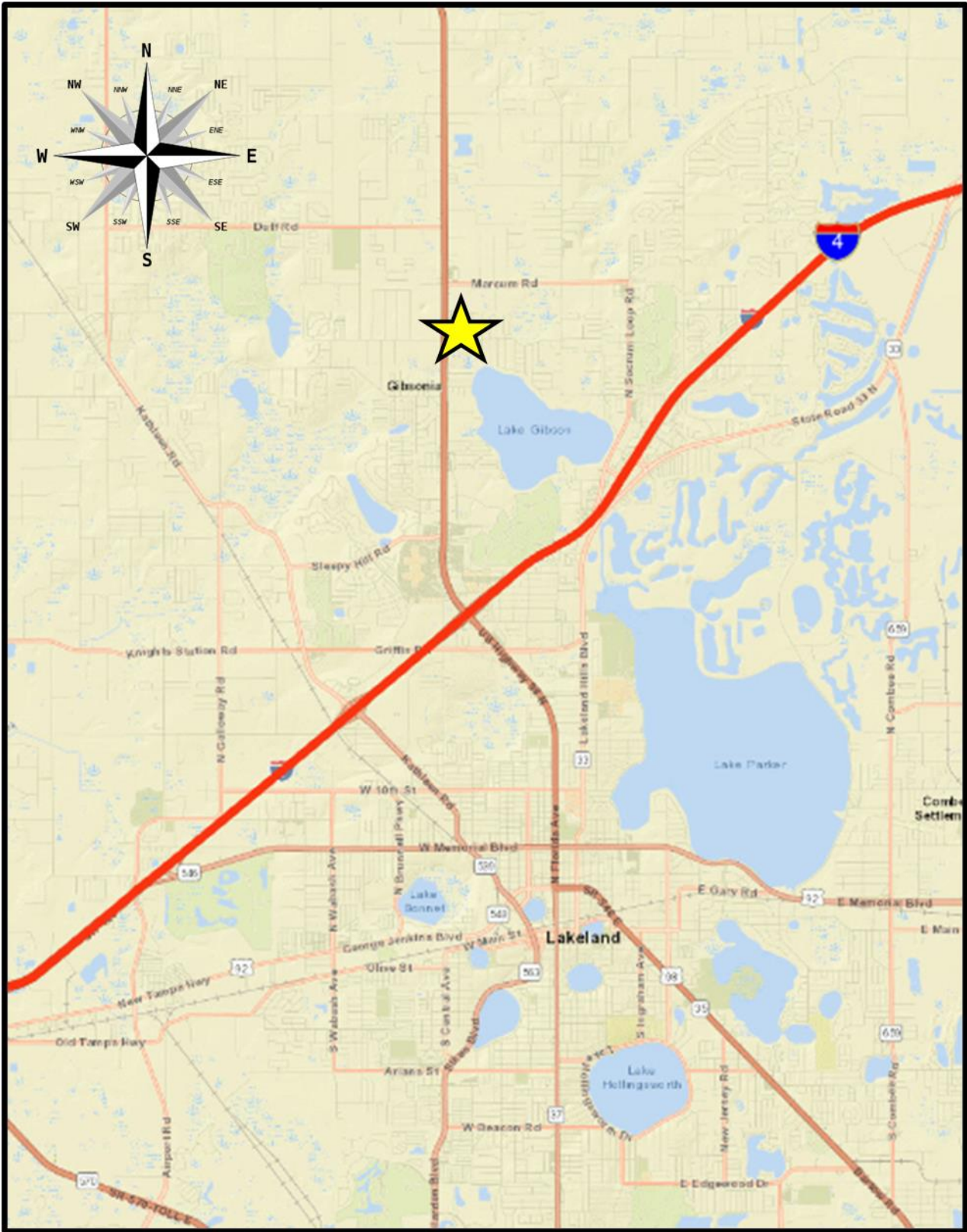
Comments from other agencies

No comments

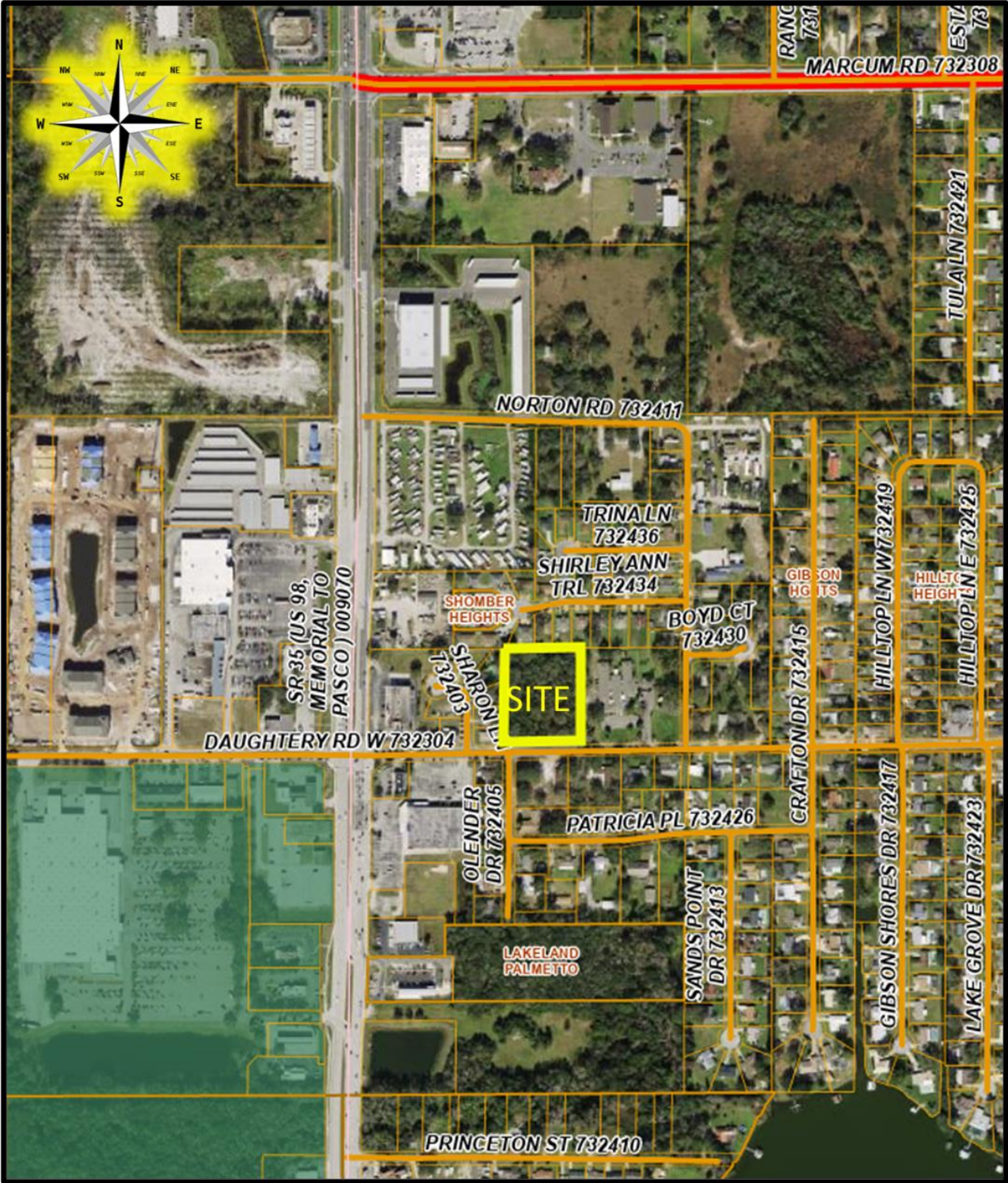
Exhibits:

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	RM Permitted and Conditional Uses
Exhibit 6b	RL-3 Permitted and Conditional Uses

Applicant's submitted documents and ordinance as separate files



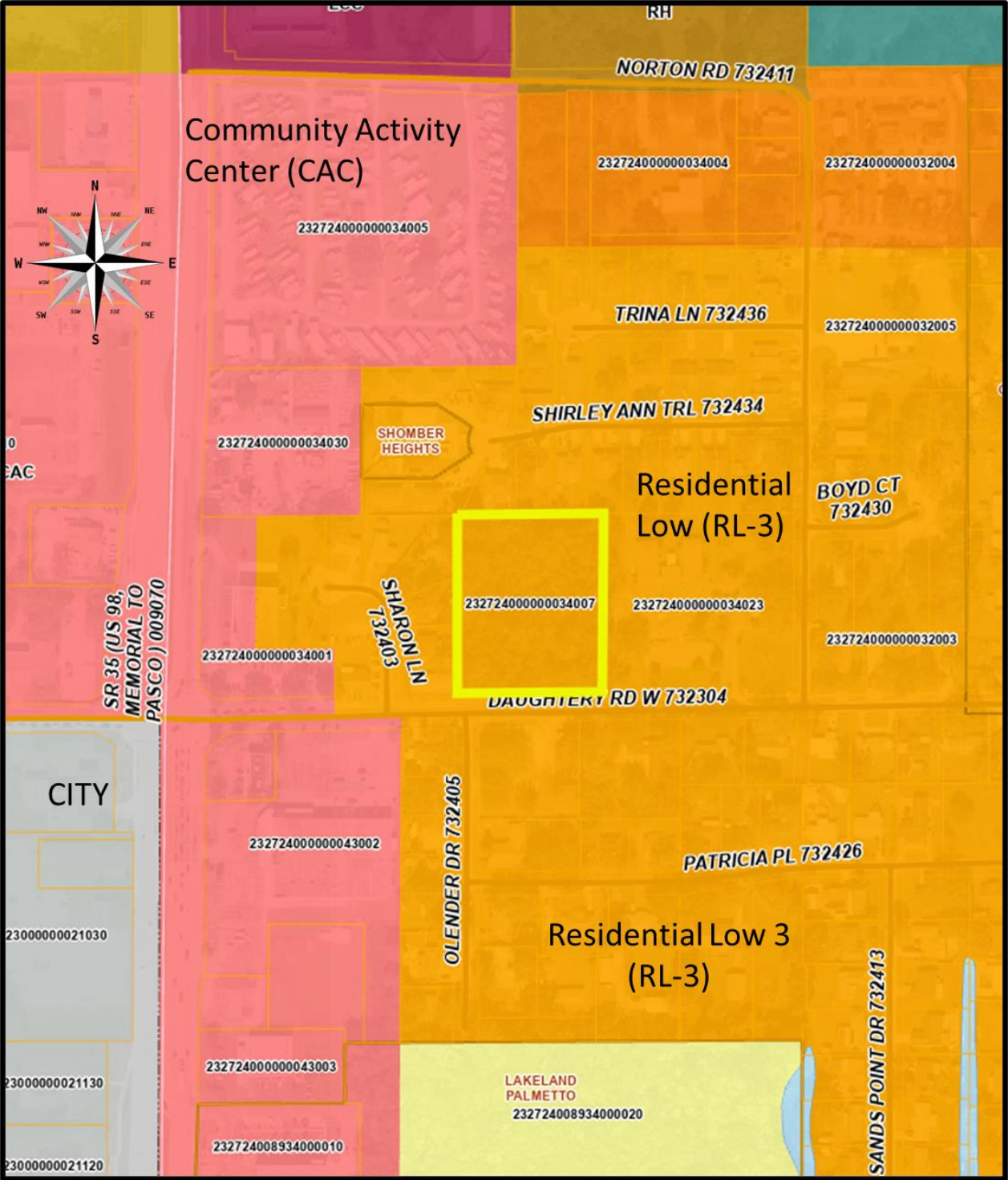
LOCATION MAP



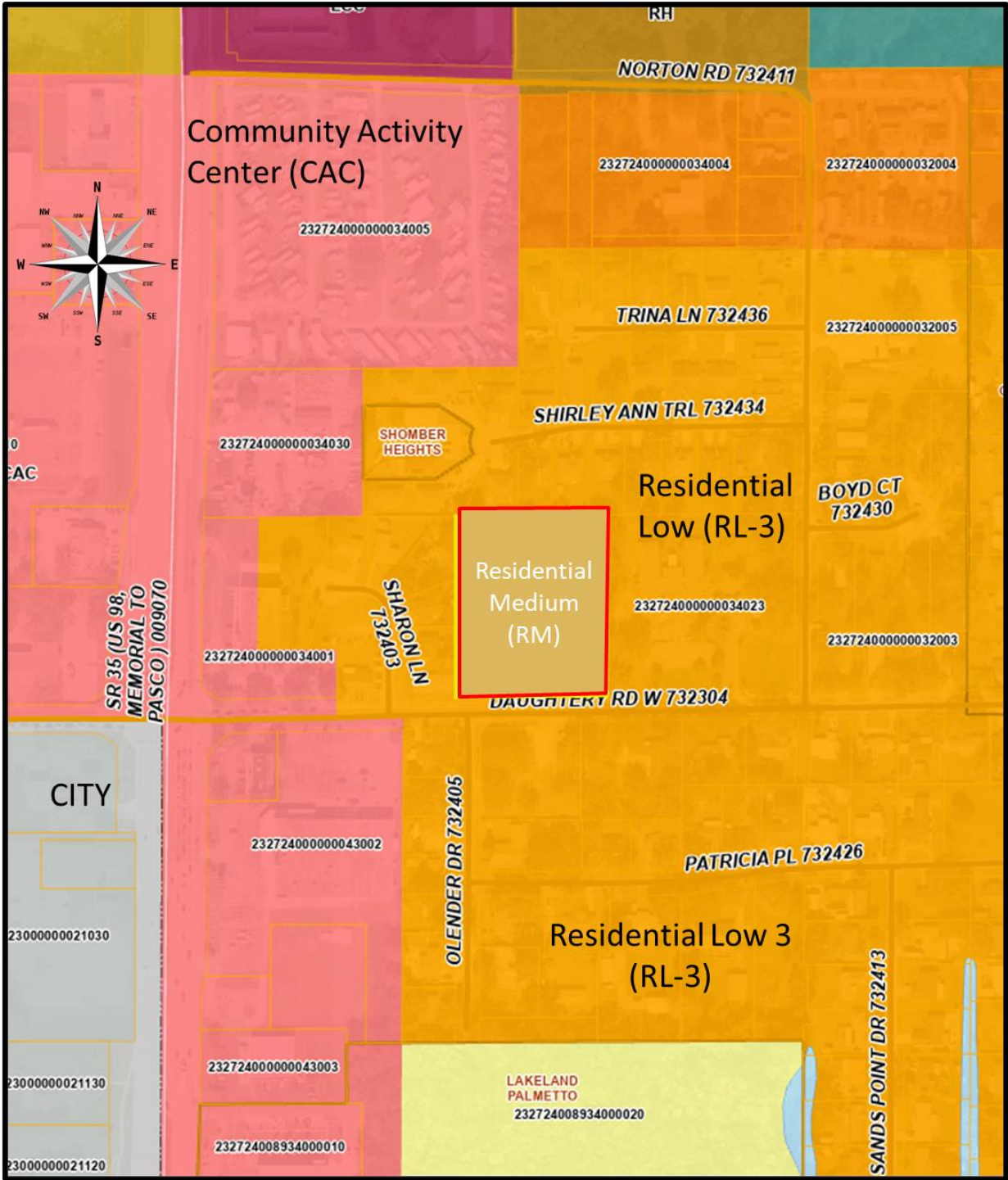
2023 AERIAL PHOTO CONTEXT



2023 AERIAL PHOTO CLOSE UP



CURRENT FLUM
Residential Low (RL-3)



PROPOSED FLUM Residential Medium (RM)

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
RM	Duplex- Two-family Attached, Multi-family, Single-family Detached Home & Subdivision, Farming General, Utilities- Class I	Group Home- Large (7-14 residents), Group Home- Small (6 or less residents), Mobile Homes- Individual, Emergency Shelter- Medium (7-14 residents), Emergency Shelter- Small (6 or less residents), Recreation- Passive, Utilities- Class II, Bed and Breakfast, Nursing Home, Recreation- Low Intensity, School- Elementary, School- High, School- Middle	Group Living Facility (15 or more residents), Mobile Home Park, Mobile Home Subdivision, Short-Term Rental Unit, Planned Development, Residentially Based Mixed Development (RBMD), Transitional Area Development, Adult Day Care Center (7 or more clients), Childcare Center, Communication Tower- Monopole, Communication Towers- Guyed and Lattice, Community Center, Cultural Facility, Emergency Shelter- Large (15 or more residents), Golf Course, Government Facility, Helistops, Mining- Non-phosphate, Recreation- High Intensity, Recreation- Vehicle Oriented, Religious Institution, School- Leisure/Special Interest, School- University/College, Utilities- Class III

Residential Medium (RM)

PERMITTED AND CONDITIONAL USES

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
RL-3	Single-family Detached Home & Subdivision, Farming General, Utilities- Class I	Group Home- Small (6 or less residents), Mobile Homes- Individual, Emergency Shelter- Small (6 or less residents), Golf Course, Recreation- Passive, Utilities- Class II, Residential Infill Development, Recreation- Low Intensity, School- Elementary, School- Middle	Duplex- Two-family Attached, Group Living Facility (15 or more residents), Multi-family, Short-Term Rental Unit, Planned Development, Residentially Based Mixed Development (RBMD), Transitional Area Development, Adult Day Care Center (7 or more clients), Bed and Breakfast, Childcare Center, Communication Tower- Monopole, Communication Towers- Guyed and Lattice, Community Center, Cultural Facility, Emergency Shelter- Large (15 or more residents), Government Facility, Helistops, Mining- Non-phosphate, Recreation- High Intensity, Recreation- Vehicle Oriented, Religious Institution, School- High, School- Leisure/Special Interest, Utilities- Class III, Mobile Home Park, Mobile Home Subdivision

Residential Low (RL-3)

PERMITTED AND CONDITIONAL USES

ORDINANCE NO. 24 - _____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF AMENDMENT **LDCPAS-2025-3**; AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN; ORDINANCE 92-36, AS AMENDED TO CHANGE THE FUTURE LAND USE DESIGNATION ON +/- 2.52 ACRES FROM RESIDENTIAL LOW (RL-3) TO RESIDENTIAL MEDIUM (RM), IN THE URBAN GROWTH AREA (UGA). THE SUBJECT SITE IS LOCATED SOUTH OF MARCUM ROAD, EAST OF US HIGHWAY 98, WEST OF NORTON ROAD, NORTH OF DAUGHTERY ROAD, AND EAST OF THE CITY OF LAKELAND, IN SECTION 24, TOWNSHIP 27, RANGE 23, 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 Comprehensive Plan (Plan); and

WHEREAS, Section 163.3187, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Small-Scale Comprehensive Plan Amendments; and

WHEREAS, pursuant to Section 163.3174, FS, the Local Planning Authority (Planning Commission) conducted a public hearing, with due public notice having been provided, on the proposed Plan revisions on May 7th, 2025; and

WHEREAS, pursuant to Section 163.3187(2), FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the proposed Plan revisions on June 17th, 2025; and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

NOW THEREFORE, BE IT ORDAINED by the Polk County Board of County Commissioners:

SECTION 2: COMPREHENSIVE PLAN AMENDMENT

The Future Land Use Map of Ordinance No. 92-36, as amended, (the “Polk County Comprehensive Plan”) is hereby amended to reflect a change in the Future Land Use designation on a +/- 2.52 acres site from Residential Low (RL-3) to Residential Medium (RM), in the Urban Growth Area (UGA) on the parcel listed below and graphically depicted on the parcel map in Attachment “A”.

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.

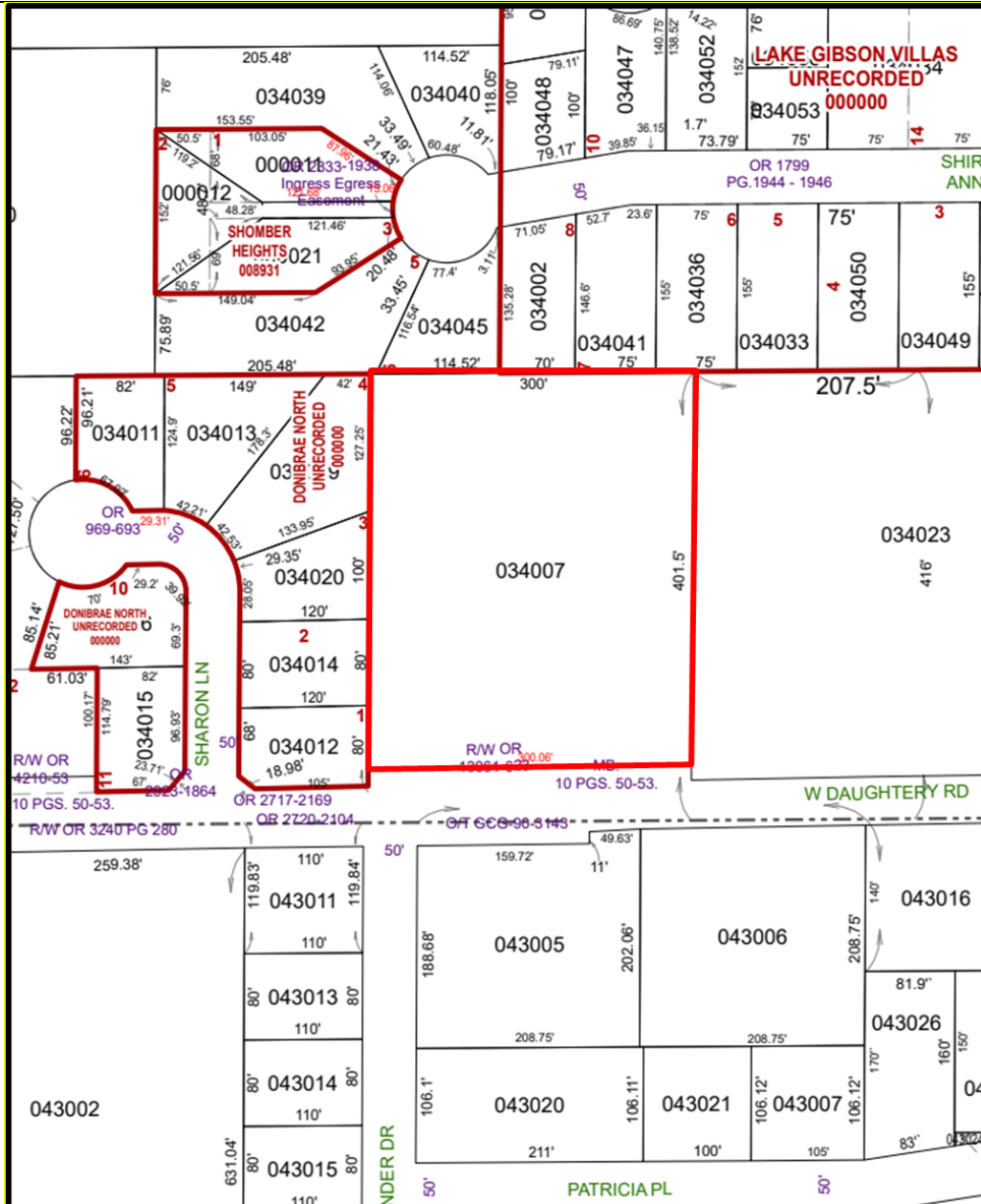
SECTION 4: EFFECTIVE DATE

This ordinance shall be effective on July 18th, 2025 (31 days after adoption), unless the amendment is challenged. If challenged, the effective date of this ordinance shall be the date a Final Order is issued by the Department of Economic Opportunity or Administration Commission finding the amendment in compliance in accordance with Section 163.3184 (1)(b), Florida Statutes. No development orders, development permits, or land uses dependent upon this amendment, as described on the attached map of proposed land uses, may be issued or commence before it has become effective.

SECTION 6: FILING WITH THE DEPARTMENT OF STATE:

The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this May 7th, 2025.

LDCPAS-2025-3**Development Area:** Urban Growth Area (UGA)**Location:** South of Marcum Road, east of US Highway 98, west of Norton Road, north of Daughtery Road, and east of the city of Lakeland.**Section-24 Township-27 Range-23****PARCEL DETAIL***Note: Not to Scale*

LDCPAS-2025-3 - Lake Gibson Estates CPA

Menu

Reports

Help

Application Name:

Lake Gibson Estates CPA

File Date:

01/21/2025

Application Type:

BOCC-CPA Small

Application Status:

Approved for Hearing

Application Comments:

View ID

Comment

Date

Description of Work:

To change the land use to RM from RL-3 to allow for a higher density 8 Duplex totaling 16 units single-family development.

Application Detail:

Detail

Address:

0 W DAUGHTERY RD, LAKELAND, FL 33809

Parcel No:

23272400000034007

Owner Name:

DAUGHTERY ROAD GIBSON COURT LAND TRUST

Contact Info:

Name

Organization Name

Contact Type

Contact Primary Address

Status

DAUGHTERY ROAD GIBSON ...

DAUGHTERY ROAD ...

Applicant

Mailing, 122 E LAKE AV...

Active

Licensed Professionals Info:

Primary

License Number

License Type

Name

Business Name

Business License #

Job Value:

\$0.00

Total Fee Assessed:

\$4,608.00

Total Fee Invoiced:

\$4,608.00

Balance:

\$0.00

Custom Fields:

LD_GEN_PUB

PUBLIC HEARINGS

Development Type

Board of County Commissioners

Variance Type

Affordable Housing

Application Type

CPA Small Scale Or

EAR

Brownfields Request

Type of Acreage

GENERAL INFORMATION

Expedited Review

Will This Project Be Phased

DRC Meeting

Rescheduled DRC Meeting

Green Swamp

Case File Number

One Year Extension

Number of Lots

Acreage

DRC Meeting Time

Rescheduled DRC Meeting Time

Number of Units

Is this Polk County Utilities

FS 119 Status

Is this Application a result of a Code Violation

Code Violation Case Number

ADVERTISING

Legal Advertising Date

BOCC2 Advertising Date

BOCC1 Advertising Date

Advertising Board

MEETING DATES

Community Meeting

Land Use Hearing Officer 3

2nd BOCC Date

Planning Commission Date

1st BOCC Date

LUHO-Level 3

HEARING

PC Hearing Results

BOCC 1st Hearing Results

PC Vote Tally

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

FINAL LETTER

Denovo Appeal

Denovo Results

Denovo Tally

LD_GEN_PUB_EDL

Opening DigEplan List...

DigEplan Document List

PLAN REVIEW FIELDS

TMPRecordID

[POLKCO-25EST-00000-04157](#)RequiredDocumentTypesComplete
[Yes](#)

DocumentGroupforDPC

[DIGITAL PROJECTS LD](#)

AdditionalDocumentTypes

[Applications, AutoCad File, Binding, Site Plans \(PDs, and CUs\), CSV, Calculations, Correspondence, Design Drawings, Flood/Traffic Studies, Impact Statement, Inspections, Miscellaneous, Plats, Record Drawings, Response Letter Resubmittal Complete, Staff Report/Approval Letter, Survey, Title Opinion](#)

DigitalSigCheck

[Yes](#)

RequiredDocumentTypes

Activate DPC

Activate FSA

[Yes](#)

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement

[y](#)

SELECTED AREA PLANS

Selected Area Plans

LAND USE

Selected Area Plan LU Code

DEVELOPMENT AREA

Development Area

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board Number of Boards (Number) Number of Mailers (Number) Date Mailed Date Posted NOR

Workflow Status:

Task

Assigned To

Status

Status Date

Action By

[Application Submittal](#)

Lyndsay Rathke

Application ...

02/10/2025

Lyndsay Rathke

[Surveying Review](#)

Mike Benton

Approve

02/26/2025

Mike Benton

[Roads and Drainage Review](#)

Phil Irven

Approve

02/14/2025

Phil Irven

[Engineering Review](#)

Rodney Isaac

Approve

02/24/2025

Rodney Isaac

[Fire Marshal Review](#)

Kim Turner

Not Required

02/12/2025

Kim Turner

[Planning Review](#)

Johnathan Sims

Approve

02/21/2025

Johnathan Sims

[School Board Review](#)

School District

Approve

02/25/2025

School District

[Review Consolidation](#)

Lyndsay Rathke

Approved for...

02/26/2025

Lyndsay Rathke

Public Notice

[Staff Report](#)

Planning Commission

BOCC Hearing

Final Letter

DEO Review

Second BOCC Hearing

Archive

Condition Status:

Name

Short Comments

Status

Apply Date

Severity

Action By

Scheduled/Pending Inspections:

Inspection Type

Scheduled Date

Inspector

Status

Comments

Resulted Inspections:

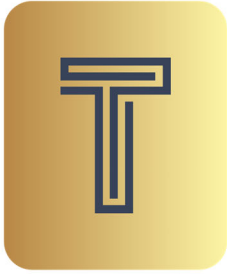
Inspection Type

Inspection Date

Inspector

Status

Comments



Demonstration of Need

1. Could the proposed amendment promote substantial amounts of low-density, low intensity, or single use development in excess of demonstrated need?

- Applicant Response: The amendment is to change the land use from RL-3 to RM. RM is a Medium-density residential use and will promote slightly higher density use in the area. Likewise, the surrounding uses within 1,000' of the project boundary are all RL-3 Residential and Commercial. The proposed land use change stays in line with the Single-family residential use component to the array of surrounding uses without going into high density. As such, the RM land use is compatible with the surrounding area.

2. Will passage of the proposed amendment allow a significant amount of urban development to occur in rural areas?

- Applicant Response: The site is located approximately 0.25 miles east of Highway 98. This area is considered Urban with many residential developments mixed in with supporting commercial uses. As such, the passage of the proposed amendment will not adversely affect rural areas as the immediate area is urban and the proposed land use supports the higher density residential uses of the surrounding neighborhood.

3. Does the proposed amendment create or encourage urban development in radial, strip, isolated, or ribbon patterns emanating from existing urban development?

- Applicant Response: The immediate area around the site is fully built out with a mixture of residential, and commercial uses. The project site is one of the few remaining vacant parcels in the area. As such, the amendment to change to RM will comply with surrounding uses and help to complete development in this already urban area.



4. Does the proposed amendment fail to adequately protect adjacent agriculture areas?

- Applicant Response: There are no adjacent agriculture areas. The surrounding area is mostly developed with residential and commercial uses.

5. Could the proposed amendment fail to maximize existing public facilities and services?

- Applicant Response: The proposed amendment is to change the existing land use of RL-3 to Residential Medium (RM). This slightly higher density land use will promote additional growth and residents on this parcel which will in turn promote the use of existing public facilities and services.

6. Could the proposed amendment fail to minimize the need for future public facilities and services?

- Applicant Response: The proposed amendment is to change the existing land use of RL-3 to Residential Medium(RM). The addition of the slightly higher density, given it is a small Town home Division (16 total units) residential units in this area will not over stress the public facilities and services.

7. Will the proposed amendment allow development patterns that will disproportionately increase the cost of providing public facilities and services.

- Applicant Response: The proposed amendment is to change the Land Use to RL-3 for a 2.51 acre parcel. This amendment is small and alone will not cause a disproportionate increase of cost for public facilities and services.

8. Does the proposed amendment fail to provide clear separation between urban and rural areas?

- Applicant Response: The subject site is located in the interior of the urban North Lakeland area. The development of this site will help to fill in some of the remaining vacant land while also being compatible with surrounding uses. There are no rural areas within the vicinity of this site.



9. Will the proposed amendment discourage infill development or redevelopment of existing neighborhoods?

- Applicant Response: The areas immediately around the site are mostly Residential-Low single family residential with supporting commercial uses. The amendment to RM will allow the site to be developed as Single-family which will be a different residential use, but still be compatible with surrounding uses. The difference of these two types of residential uses will discourage infill development as the project is not an infill of the surrounding single family uses.

10. Does the proposed amendment fail to encourage an attractive and functional mixture of land uses?

- Applicant Response: The surrounding area all has the same land use including single-family residential, commercial, and institutional. The addition of this change will begin to promote land use diversity in the area. As such, the proposed amendment to change this site to RM will further increase the mixture of land uses in the area.

11. Could the proposed amendment result in poor accessibility among linked or related land uses?

- Applicant Response: With the surrounding land uses all being RL-3 and the change to RM, there is only a slight variation and the development of this site is unlikely to impact accessibility of other sites.

12. As a result of approval of this amendment, how much open space will be lost?

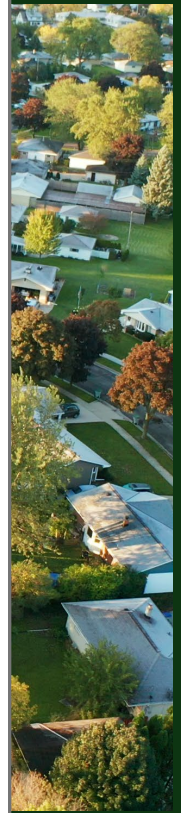
- Applicant Response: With such a small change in plans from RL-3 to RM, and with the project site being a small development from 12 duplexes to 16, minimal open space will be lost.

If you have any questions regarding this letter, please call me at (863) 397-1627 or email me at CBrooker@traditions-eng.com

Sincerely,

Charles "Chad" Brooker, P.E.
Traditions Engineering, LLC





This comprehensive Impact Analysis Report addresses all comments and design considerations, ensuring compliance with regulatory standards while maintaining a commitment to responsible and sustainable land development practices.

Impact Analysis Report

Prepared By Traditions Engineering

Charles Brooker P.E.



TRADITIONS ENGINEERING

900 Orchid Springs Dr Unit 100,
Winter Haven, FL 33884
(863) 397 – 1626
Cbrooker@traditions-eng.com

Impact Analysis

Access to Roads and Highways

1. What is the number of vehicle trips to be generated daily and at the PM peak hour based on the latest Institute of Traffic Engineers (ITE)? Please provide a detailed methodology and calculations.

Applicant Response: Per ITE Code 210 (Residential Townhomes), the maximum trips will be 93 daily trips and 10 peak hour trips generated by this project.

2. What modifications to the present transportation system will be required because of the proposed development?

Applicant Response: Coordination with the County & City Engineer will determine what roadway improvements are required for this development. At this time is not likely that any road improvements will need to be made.

4. What are the proposed methods of access to existing public roads (e.g., direct frontage, intersecting streets, and frontage roads)?

Applicant Response: The project will propose connecting directly to W Daughtery Rd.

Environmental Analysis

1. Discuss the environmental sensitivity of the property and adjacent property in basic terms by identifying any significant features of the site and the surrounding properties.

Applicant Response: The sites surrounding the property have been developed and do not have many environmental concerns. To the West there is a subdivision. To the East an assisted living facility. The subject site itself undisturbed and currently vacant. The site appears to be dense with trees. Other than existing vegetation, there are not many environmentally sensitive features on this site.

2. What are the wetland and floodplain conditions? Discuss the changes to these features which would result from the development of the site.

Applicant Response: There are no floodplain or wetlands on the site.

3. Discuss location of potable water supplies, private wells, public well fields (*discuss the location, address potential impacts*), and:

Applicant Response: There are no private wells or public well fields onsite. There are existing City utilities around the site, but these will not be impacted by the site's development other than the required connection to the utilities.

4. Discuss the location of Airport Buffer Zones (if any) (*discuss the location and address, potential impacts*).

Applicant Response: There are no airports or airport zones within the immediate vicinity of the site.

Utility Supply

1. What is the proposed source of water supply and/or who is the service provider?

Applicant Response: Potable Water utilities will be provided by Polk County Utilities. There is an existing water main at the north eastern side of the intersection of Daughtery Rd West and Highway 98 N.

2. What is the estimated volume of consumption in gallons per day (GPD)? *(Response may be based on Section 703 of the LDC)*

Applicant Response: 16 Townhomes x 360 GPD/unit = 5,760 GPD

3. What is the proposed source of wastewater supply and/or who is the service provider?

Applicant Response: Wastewater utilities will be provided by the FGUA. There is an existing force main that fronts at the northeast side of Daughtery & Norton.

4. What is the estimated volume of consumption in gallons per day (GPD)? *(Response may be based on Section 703 of the LDC)*

Applicant Response: 16 Townhomes x 270 GPD/unit = 4,320 GPD

Infrastructure Impact Information

What is the nearest location (travel distance), provider, capacity or general response time, and estimated demand of the provision for the following services:

1. Parks and Recreation.

Applicant Response: The site is within 1.8 miles of Hunt Fountain Park. And 2 miles from Myrtle Oaks Campground. With the small size of the project, adverse impact to the parks is not expected.

2. Educational Facilities (e.g., preschool, elementary, middle school, high school);


Applicant Response: The site is approximately 1 mile of St. Anthony Catholic School, 2 Miles from Lake Gibson Highschool, 1.5 from Lake Gibson Middle School, and 1 mile from Edgar Padgett Elementary School. With multiple schools within the vicinity of the site, and the small size of the project, adverse impact to the capacity of these schools is not expected.

3. Health Care (e.g., emergency, hospital);

Applicant Response: The site is located within 5 miles of 6 Lakeland Regional Medical Centers.

4. Fire Protection;

Applicant Response: The site is approximately 1 mile of Polk County Fire Rescue Station 22, and 3 miles from City of Lakeland Fire Station 6. With two fire rescue stations within the immediate vicinity of the site, fire protection for the project is not an issue.



5. Police Protection and Security;

Applicant Response: The subject site is located within 2 miles of Polk County Sheriff's Office NW. And six miles from the Lakeland Police Department. As such police protection will not be an issue.

6. Emergency Medical Services (EMS);

Applicant Response: As stated in the "Fire Protection" section, the site is within 1 and 3 miles of two Fire Rescue Stations which also serve as EMS services.

7. Solid Waste (collection and waste generation);

Applicant Response: The site is approximately 6 miles from FCC Garbage Collection Service and GFL Garbage Collection Service. less from 3 Waste Management services.

8. How may this request contribute to neighborhood needs?

Applicant Response: This request will contribute to the surrounding neighborhood by providing affordable townhomes where single-family options are sparse in a consistently growing county.

If you have any questions regarding this letter, please call me at (863) 397-1627 or email me at Cbrooker@traditions-eng.com

Sincerely,

Charles "Chad" Brooker, P.E.
Traditions Engineering, LLC
Cbrooker@traditions-eng.com
(863) 397-1627

White, Margo

From: Pereira, Ana
Sent: Thursday, June 12, 2025 2:09 PM
To: White, Margo
Cc: Suggs, Kay
Subject: Opposition to Proposed Development - LDCPAS-20225-3 Lake Gibson Estates CPA

Good afternoon, Margo,

I have more information regarding Ms. Castle's opposition request to LDCPAS-20225-3 Lake Gibson Estates CPA.

Ms. Castles called Commissioner Scott's office this afternoon. She is calling on behalf of Ms. Eleanor Ramage who resides on 420 Hopkins Street in Lakeland. Ms. Ramage is in opposition to LDCPAS-2025-3 because of the following reasons:

- **Traffic:** The area in question is already experiencing significant traffic congestion, and the road serving the location is only two lanes. Adding a high-density residential complex raises serious concerns about safety, traffic flow and emergency vehicle access.
- **Name of Development:** In addition, Ms. Ramage strongly opposes the use of the name Lake Gibson Estates for the proposed development, which is the same as the name of her established neighborhood. This creates confusion for residents in the area. She also said that Ms. Eleanor's community has built a distinct identity and she believes it's important to preserve that.

Thanks,
Ana



Ana C. Pereira

Executive Assistant to the Board
Polk County Board of County Commissioners
330 West Church St. , P.O. Box 9005, Drawer BC01
Bartow, FL 33831-9005
863.534.6422; 863.534.6049
AnaPereira@polk-county.net www.polk-county.net



Polk County
Board of County Commissioners

Agenda Item N.2.

6/17/2025

SUBJECT

Public Hearing (LDCPAS-2025-5 Lake Hancock Road CPA) (Adoption Hearing) to consider the adoption of an applicant-initiated Small-Scale Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation from Business Park Center (BPC-2X) to Residential Low (RL-1X) in the US 98 Selected Area Plan on a 2.28 +/- acre parcel near the Bartow city limits. (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated Small-Scale Comprehensive Plan Map Amendment for property located south of State Road 540, east of US Highway 98, west of Elam Road, and north of Lake Hancock Road, north of the City of Bartow in the US 98 Selected Area Plan, in Sections 11, Township 29, and Range 24.

State law requires one Planning Commission hearing, which was held on May 7th, 2025, with a recommendation for approval (7:0).

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

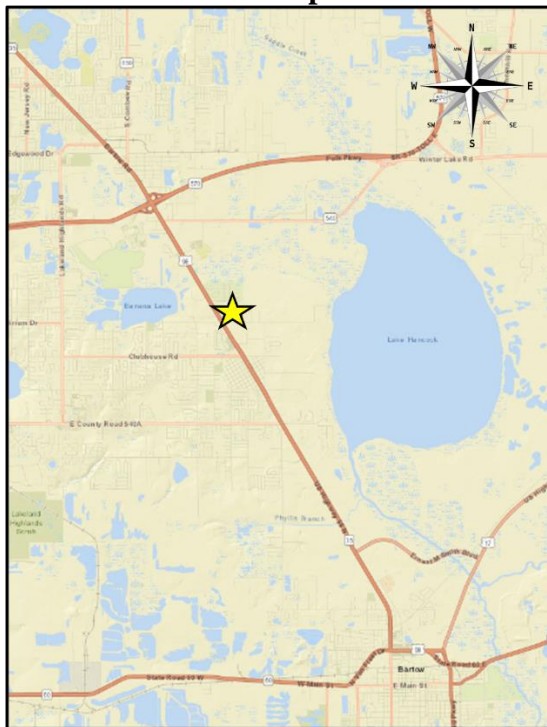
Johnathan (JP) Sims, MPA
Planner II
Land Development Division
(863) 534-7515
johnathansims@polk-county.net

POLK COUNTY DEVELOPMENT REVIEW COMMITTEE STAFF REPORT

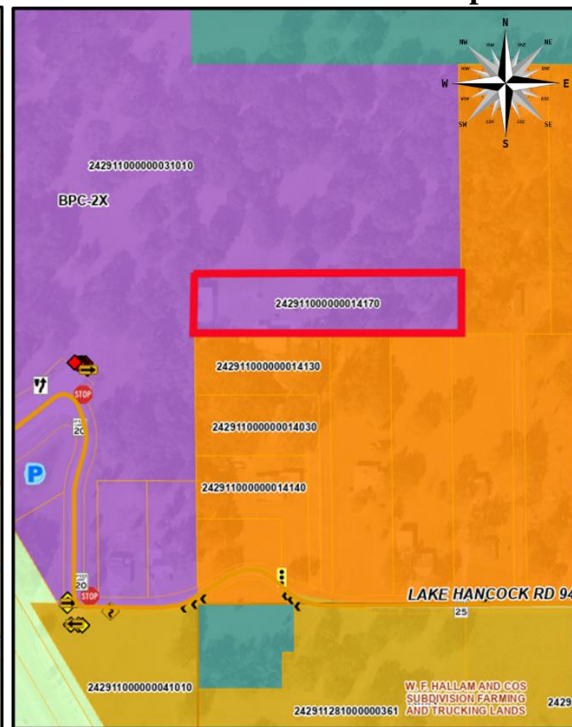
DRC Date:	March 6, 2025	Level of Review:	4
PC Date:	May 7, 2025	Type:	Comprehensive Plan Amendment
BoCC Date:	June 17, 2025	Case Numbers:	LDCPAS-2025-5
Applicant:	Robert Baker	Case Name:	Lake Hancock Road CPA
		Case Planner:	J.P. Sims, Planner II

Request:	A Future Land Use designation change from Business Park Center (BPC-X) to Residential Low (RL-X) on 2.28 +/- acres.
Location:	The subject property is located south of State Road 540 (Winter Lake Road), west of Elam Road, east of US Highway 98, north of Lake Hancock Road, in the US 98 Selected Area Plan, north of Bartow city limits, in Sections 11, Township 29, and Range 24.
Property Owner:	Robert and Anna Baker
Parcel Size/number:	2.28 +/- acres (Parcel #242911-000000-014170)
Development Area:	Transit Supportive Development Area (TSDA)
Nearest Municipality:	City of Lakeland
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7-0)
Public Comment:	None
Florida Commerce*	N/A

Location Map



Current Future Land Use Map



Summary

The applicants, Robert and Ann Baker, is requesting a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Designations from Business Park Center (BPC-2X) to Residential Low (RL-1X) on a 2.28-acre parcel of property in the Transit Supportive Development Area (TSDA), TCCO Corridor in Center, and the US 98 Selected Area Plan (SAP). Site is located south of State Road 540, west of Elam Road, east of US Highway 98, and north of Lake Hancock Road, north of Bartow city limits, in Sections 11, Township 29, and Range 24.

Compatibility Summary

This request will be compatible with the surrounding area as US Highway 98 is an Urban Collector, which promotes a diversity of uses. It has Residential Low (RL-4X) surrounding the subject site to the south and east, while north and west are Business Park Center (BPC-2X) but undeveloped. There is currently a single family home developed on the site, with single family residences to the east and south.

Infrastructure Summary

The subject site is within the Lakeland Utilities Service Area. However, the site has well for water, and wastewater will be handled by on-site septic. This was confirmed by the Utilities GIS. The road with access, Lake Hancock Road, is an Urban Collector maintained by Polk County, where there is available capacity with close proximity to US Highway 98. Mass transit is available in the area with the Silver Line from Citrus Connection on Bartow Highway to the south, but there is not a stop directly adjacent to the site. Public safety response times are normal for this part of the County, and school capacity should not be an issue in the future as the applicant is looking to construct only one additional home. The request is compatible with the available infrastructure.

Environmental Summary

The nearest neighborhood park is Highland City Park 1.5 miles southwest of the site driving, and the nearest regional Park is Banana Lake Park 2.5 miles driving to the west of the subject site. The site is entirely comprised of Candler Sand. There are no wetlands or flood zone on site.

Comprehensive Plan

The relevant sections of the Comprehensive Plan that are applicable to the project request:

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.102-A10 Location Criteria
- Policy 2.104(A1-A7): Transit Supportive Development Area (TSDA)
- Policy 2.113-B: Business Park Center (BPC)
- Policy 2.120-C: Residential Low

Findings of Fact

Request and Legal Status

- This is an applicant-initiated request for the Future Land Use designation change from Business Park Center (BPC-X) to Residential Low (RL-X).
- The current Land Development code is BPC-2X
- The subject site is in the US Highway 98 which promotes a diverse development of lands along the corridor.
- The subject site is already developed with a single family residence, and the applicant has indicated that they are wanting to build one additional house.

Compatibility

- The existing uses surrounding the site are:
 - North – BPC-2X; undeveloped
 - West – BPC-2X; undeveloped.
 - East – RL-4X; single family residential
 - South – RL-4X; single family residential
- Per the Property Appraiser, the only building currently constructed on this parcel is a pole barn. However, it does appear via aerials that the rear of the applicant's house does cross over into this parcel from the south.

Infrastructure

- The zoned schools for the site are Highland City Elementary, Bartow Middle, and Bartow Senior High School.
- Polk County Fire Rescue Station 28 will be the response unit for fire and EMS for this site. It is located at 4101 Clubhouse Road in Highland City, with an approximate travel distance of 1.3 miles.
- The subject site is within the Sheriff Department's Southwest District. The Southwest District Office is located at 4120 US Highway 98 South in Lakeland.
- The subject site will be serviced by City of Lakeland's Utility Service Area for potable water. However, the site has well for water, and wastewater will be handled by on-site septic.
- Lake Hancock Road has no sidewalks along its entirety from west to east. There are sidewalks along US Highway 98.

- The closest mass transit route is the Silver Line with Citrus Connection. The closest bus stop to the subject site is on US Highway 98 south of the Clubhouse Road intersection.
- The nearest neighborhood park is Highland City Park 1.5 miles southwest of the site, and the nearest regional Park is Banana Lake Park 2.5 miles to the west of the subject site.

Environmental

- The subject site is relatively flat with a high elevation of 122 feet on the west side of the site and a low of 118 feet on the east side of the site.
- There are no wetlands or flood zone on site.
- The soil type for the site is 100% Candler Sand.
- According to Polk County Endangered Habitat Maps, the subject site is not located within a one-mile radius of an observation of a protected animal species (Source: Florida Department of Environmental Protection, 2015).
- There are no known archeological or historical resources on the subject site per data from the Florida State Historical Commission.
- There are no wells on the subject site and it is not located in a wellfield.
- The site is not within an Airport Impact District.
- On the Polk Green Map, site does show in the Potential Network Connection. However, site and area around is partially developed with residential uses and slated for commercial uses so is most likely not a viable connection spot.

Comprehensive Plan Policies

- POLICY 2.102-A1 Development Location states that 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.
- POLICY 2.102-A2 Compatibility states that 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.

- POLICY 2.102-A3 Distribution states that 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 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.
- POLICY 2.102-A10 Location Criteria states 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.
- 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 2.104-A2: DESIGNATION AND MAPPING - The Future Land Use Map Series** shall designate and map TSDAs for those areas of the County meeting the general characteristics of this Section 2.104.
- **POLICY 2.104-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within TSDAs, in accordance with applicable criteria**
 - **ACTIVITY CENTERS:** Regional Activity Centers, Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, Employment Centers and High-Impact Commercial Centers.
 - **RESIDENTIAL:** Residential-High, Residential-Medium, and Residential-Low Districts.
 - **OTHER:** Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Office Centers, Leisure Recreation, Mixed Use, Institutional, Professional Institutional, Recreation and Open Space, Preservation.
 - Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in the definitions in Section 2.109.
- **POLICY 2.104-A4: OVERLAY DISTRICTS - All overlay Districts shall be permitted within TSDAs and UGAs in accordance with applicable criteria.**
- **POLICY 2.104-A5: DEVELOPMENT CRITERIA - Development within the Transit Supportive Development Areas shall conform to the following criteria as further specified by the Land Development Code:**
 - provide access to transit facilities;
 - connect to centralized potable water and sanitary sewer systems;
 - incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element;
 - implement "Complete Street" and "Conservation Development" principles as established under Section 2.1251, Community Design, of this element;
 - integrate pedestrian-oriented features, including sidewalks, trails or walkways into every development including appropriate pedestrian shelters or awnings;

- provide access to civic space, parks, green areas, and open space and other amenities;
 - g.be supported by public safety (i.e., fire, EMS and law enforcement);
 - have access to public schools;
 - provide connectivity with adjacent uses within the TSDA, and facilitate connectivity between the TSDA and other urban centers and the rural development areas.
 - encourage the inclusion of a variety of housing choices, other than single family detached homes, townhomes, condominiums, and residential units in mixed use buildings by establishing minimum densities that preclude the exclusive use of single family detached units within designated areas as established in Policy 2.104-A7.
- **POLICY 2.104-A6: GENERAL INCENTIVES** - Polk County shall encourage and promote compact, mixed-use by allowing:
 - increased densities and intensities within the Transit Corridors and Centers Overlay District subject to Policy 2.104-A7; and
 - increased densities for affordable or workforce housing subject to Policy 2.104-A7.
 - **POLICY 2.104-A7: DENSITIES AND INTENSITIES** - To promote energy efficient land use patterns and compact mixed-use development, the TSDA and the Transit Corridors and Centers Overlay (TCC Overlay) within the TSDA shall include higher densities and intensities of development. The maximum densities and intensities listed in Table 2.104.1 exceed those listed in Policy 2.109-A1 and Policy 2.119-A1 and the policies that include the description for each of the referenced land use category as provided for within this Element. The Mixed Use category within Tables 2.104.1 and 2.104.2 is for those non-residential land use categories that permit residential as provided for in this Element or the Appendices for the Selected Area Plans (SAP). The Transit Corridors and Centers Overlay includes three separate components that expand the residential density of selected Future Land Use Districts. These three components as depicted in Figure 1. include:
 - Transit Corridor - an area within ¼ mile of fixed route transit service;
 - Transit Center - an area within a one mile radius of the point of access for transit services; and
 - Transit Center Core - an area within ¼ mile of the point of access for transit services.
 - Maximum densities are established within the TSDA and the respective components of the Transit Corridors and Centers Overlay as listed in Table 2.104.1. The maximum densities are not guaranteed within the respective land use categories and shall only be permitted subject to the requirements established in Policy 2.104-A5 Development Criteria and Policy 2.124-A3 Design Principles. Table 2.104.1 also includes recommended minimum densities to support future investments in public transportation. These recommended minimum densities may be required under the Land Development Code to coincide with planned public or private sector transit investments. Residential projects with less than the recommended minimum density will be encouraged to include a site design that allows for project phasing in order to preserve the maximum development potential of the subject parcel(s).

- **POLICY 2.113-B-1: CHARACTERISTICS** - Business-Park Centers are intended to promote employment opportunities within the region by allowing for the establishment of office parks, research and development parks, areas for light-industrial facilities, distribution centers, and mixed-use employment parks. Business-Park Centers are intended for land use activities that are conducted entirely within enclosed structures with the exception of loading and un-loading. These centers are not intended to accommodate major commercial or other similar high-traffic producing facilities. However, these centers often contain other minor commercial facilities, and wholesale facilities, within the Business-Park Center to support the businesses located there. General (approximate) characteristics of Business-Park Centers are:
 - Usable Area: 10 acres or more
 - Gross Leasable Area (GLA): 500,000 to 2,000,000 sq. ft.
 - Minimum Population Support: 150,000 or more people
 - Service-Area Radius: 20 miles or more
 - Typical Leading Tenant: One or more light-assembly plants, or warehouse facilities
 - Other Typical Tenants: Offices, distribution centers, research and development firms, High-Density Residential (with proper buffering).
- **POLICY 2.113-B-2: DESIGNATION AND MAPPING** - Business-Park Centers shall be located throughout Polk County as designated on the Future Land Use Map Series as "Business-Park Centers" (BPC).
- **POLICY 2.113-B-3: LOCATION CRITERIA** - Business-Park Centers shall be located with consideration being given to maximizing access to the arterial road system and with consideration given to the guidelines outlined in POLICY 2.404.-A1. In locating Business-Park Centers, Polk County shall seek to minimize the routing of commercial traffic through residential areas. Business-Park Centers shall be located on:
 - a. arterial roads;
 - b. collector roads, if the proposed district is within 2 miles of an intersecting arterial road;
 - c. local commercial roads or private roads under the following conditions:
 - 1.the road has full median access onto to an arterial road;
 - 2.the road does not serve existing or expected future residential traffic from the surrounding area; and
 - 3.the road has a structural integrity and design characteristics suitable for truck traffic.
 - d. properties abutting an Industrial (IND) district or railroad line.
- **POLICY 2.113-B-4: DEVELOPMENT CRITERIA** - Development within a Business-Park Center shall conform to the following criteria:
 - a.Business-Park Center developments shall have frontage on, or direct access to, a collector or better roadway, or a local commercial road or service drive that directly connects to a collector roadway or better. Business-Park Centers shall incorporate

the use of frontage roads or shared ingress/egress facilities wherever practical. b. Adequate parking shall be provided to meet the demands of the uses, and interior traffic-circulation patterns shall facilitate the safe movement of vehicular, bicycle, and pedestrian traffic. c. Buffering shall be provided where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions. d. Commercial activities to support activity within a Business Park Center shall not exceed 15 percent of the total area of the Business Park. e. The maximum floor area ratio for commercial activities shall not exceed 0.25. The maximum floor area ratio for non-commercial activities shall not exceed 0.75 in the TSDA, 0.65 in the SDA, and 0.50 in the RDA, unless developed as a Planned Development. f. Retail sale of goods manufactured on the site of a business located within a Business Park Center is allowed without affecting the fifteen percent (15%) of commercial activity permitted for the entire activity center provided the operation is incidental and subordinate to the manufacturing activity conducted on site and does not exceed eight percent (8%) of the total floor area or 15,000 square feet, whichever is the lesser. g. New residential development within Business Park Centers shall be limited to High-Density Residential (with proper buffering). h. All research and development, light-industrial, and distribution activities shall be conducted within enclosed structures with the exception of loading and unloading of transport and distribution vehicles. Outdoor storage shall be screened from off-site view and significantly limited in respect to the floor area provided within enclosed structures. i. Where centralized water or wastewater services are not available, the maximum impervious surface ratio shall be reduced to afford better protection and function of well and septic tank septic. j. Planned Developments within the Business Park Center district may be permitted a maximum floor area ratio up to 1.5 for innovative and attractive employment centers. Intensity increases shall be reserved for those uses that provide substantial economic income opportunities for the County and its residents. Intensity increases shall only be granted to parcels within the TSDA and UGA. The Land Development Code shall establish development standards and criteria for Planned Developments within the BPC district. k. Workforce housing for unaccompanied workers in barrack, dormitory, or apartment units under specific design parameters listed in the Land Development Code not to exceed an intensity of thirty-two (32) workers per acre or the limitations established by the Department of Health for water and wastewater usage, whichever allowed intensity is the lesser.

- **POLICY 2.113-B-5: ADJACENT DEVELOPMENT** - Subject to the criteria and requirements of Section 2.125-C relating to Transitional Areas, development adjacent to a Business-Park Center may include the following uses: Office, Self-storage Facilities, Medium-density Residential, Institutional, and Recreation and Open Space.
- **POLICY 2.120-C1: CHARACTERISTICS** - Densities up to, and including, 5.00 DU/AC. The Residential-Low classification is characterized by single-family dwelling units, duplex units, and small-scale multi-family units.

- **POLICY 2.120-C2: DESIGNATION AND MAPPING** - Residential-Low districts shall be located within TSDAs, UGAs, and UEAs as designated on the Future Land Use Map Series as "RL."
- **POLICY 2.120-C3: LOCATION CRITERIA** - Residential-Low areas shall be located only within the TSDAs, UGAs, SDAs, and UEAs and new Residential-Low development shall not be located within Activity Centers. The placement of Residential-Low shall be evaluated based on the general criteria listed in Policy 2.119-A2.
- **POLICY 2.120-C4: DEVELOPMENT CRITERIA** - Residential development may contain a variety of housing types as defined by the Land Development Code within the TSDA. Outside the TSDA, RL may contain single-family dwelling units, duplex units, small-scale multi-family units, and family-care homes, and shall be permitted, with County approval, at a density of up to, and including, 5 DU/AC. Additionally, community facilities may be allowed in accordance with policies of this Plan.

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 2025-5**.

Planning Commission Recommendation: On June 17th, 2025, in an advertised public hearing, the Planning Commission voted 7:0 to **recommend APPROVAL of LDCPAS-2025-5**.

***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 identifies the Future Land Use (FLU) designations and the existing uses surrounding the subject site that are immediately adjacent.

Table 1 Surrounding Uses

Northwest BPC-2X; undeveloped	North BPC-2X; undeveloped	Northeast RL-4X; single family residential
West BPC-2X; undeveloped	Subject Site BPC-2X; single family residential	East RL-4X; single family residential
Southwest BPC-2X; undeveloped	South RL-4X; single family residential	Southeast RL-4X; single family residential

Source: Polk County Geographical Information System and site visit by County staff

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."

A. Land Uses

The purpose of TSDA's is to serve as a foundation from which a future urban pattern is established, and to provide areas for development at urban densities and intensities. TSDA's are areas within the County that, at a minimum, are currently served, or are programmed within the applicable Comprehensive Plan Capital Improvement Program to be served within the next ten years by County owned, municipal, or County franchised central sanitary sewage and potable water systems. TSDA's are also supported by, or programmed to be supported by, other services typically found to accompany urban development such as public safety services, an urban road network, and developed parks.

The request is a Future Land Use designation that is compatible with the surrounding area. In Section 2.120-C of the Land Development Code, Residential Low is allowed within the TSDA and it can include many different types of housing. In this instance, the applicant is looking to construct one additional home on the property.

B. Infrastructure

The subject site will be serviced by City of Lakeland's Utility Service Area for potable water. The Utilities GIS confirms that the water lines run adjacent to the south end of the subject site along Lake Hancock Road. However, the site has well for water, and wastewater will be handled by on-site septic. While there are wastewater lines nearby on the west side of US Highway 98, there are no wastewater lines showing along Lake Hancock Road so septic will most likely be what is utilized on site. The applicant owns the parcel to the south that has direct frontage on Lake Hancock Road, an Urban Collector that connects to US Highway 98, a Principal Arterial. There is available transportation capacity on both roads. Public safety response times are normal for this part of the County. While there is capacity within the schools, this area has many approved projects currently in development which could alter that capacity. The request is compatible with the available infrastructure.

Nearest Elementary, Middle, and High School

The schools zoned for the subject property are the zoned schools listed in Table 2 below. Per the requirements in Chapter 7 of the Land Development Code, the applicant will have to work out capacity for any development request with the school board.

Table 2 School Information

Name of School	Annual Estimated Demand	% Capacity 2022-2023 School Year	Average driving distance from subject site
Highland City Elementary School	1 student	77%	1.4 miles
Bartow Middle School	1 student	96%	8 miles
Bartow Senior High School	1 student	81%	7.4 miles

Source: Polk County School Board, Polk County Impact Fee Ordinance, GIS

It is important to note that the applicant is looking to construct one house on the property, so the impact to schools is minimal if at all.

Nearest Sheriff, Fire, and EMS Station

Table 3 below displays that the nearest Sheriff District office and Fire/EMS stations. Sheriff response times are not as much a function of the distance to the nearest sheriff's substation, but more a function of the overall number of patrol officers within the County.

Table 3 Public Safety Information

	Name of Station	Distance Response Time*
Sheriff	Southwest District Command Unit (4120 US Highway 98 South, Lakeland, FL)	11.9 +/- miles Priority 1 – 9:29 Priority 2 – 26:04
Fire/ EMS	Station #28 (4101 Clubhouse Road, Highland City, FL)	1.3 +/- miles

Source: Polk County Sheriff's Office & Polk County Fire Rescue. Response times for March 2025.

Water and Wastewater

A. Estimated Demand

The subject site is within the City of Lakeland's Utility Service Area for potable water. However, the site will use well for water and wastewater will be handled by septic. The proposed RL-1X would use less water and produce less wastewater than the current land use of BPC-2X.

Table 4 Estimated Water and Sewer Impact Analysis

Permitted Intensity	Maximum Permitted in Existing Land Use BPC-2X	Maximum Allowable in Proposed RL-1X with PD
2.28 +/-acres 99,317 sq ft	2.28 acres = 99,317 sq ft X 0.75 FAR = 74,788 sq ft	2.28 +/- acres X 7 du/ac = 15 du
Potable Water Consumption	74,788 sq ft X 0.24 = 17,877 GPD	15 du X 360 GPD = 5,400 GPD
Wastewater Generation	17,877 GPD X 80% = 14,302 GPD	15 du X 270 GPD = 4,050 GPD

Source: Concurrency Manual: RL for single family residence is 360 GPD for water and 270 GPD for wastewater, Business Park Center uses Warehousing FAR of 0.75, 0.24/sf, and 80% of water for wastewater.

B. Service Provider

The subject site is within the City of Lakeland's Utility Service Area for water, but the site will use well for water and wastewater will be handled by septic. There is a Distribution Main Line for water that runs west to east on the south side of the subject property along Lake Hancock Road. While there is a wastewater line that runs along the west side of US Highway 98, that line does not extend down Lake Hancock Road.

C. Available Capacity

Information is not available for capacity as the water and wastewater is handled by City of Lakeland Utilities.

D. Planned Improvements

There are no improvements planned at this time.

Roadways/Transportation Network

A. Estimated Demand

Table 5, following this paragraph, shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate. The Future Land Use change may result in higher trips.

Table 5 Estimated Transportation Impact Analysis

Permitted Intensity	Maximum Permitted in Existing Land Use BPC-2X	Maximum Allowable in Proposed RL-1X with PD
2.28 +/-acres 99,317 sq ft	2.28 acres = 99,317 sq ft X 0.75 FAR = 74,788 sq ft / 1000 = 75 sf	2.28 +/- acres X 7 du/ac = 15 du
Average Annual	75 sf X 1.71 AADT = 118 Trips (92% New Trips)	15 du X 7.81 AADT = 118 Trips (100% New Trips)
PM Peak	75 sf X 0.18 PM Peak = 12 Trips (92% New Trips)	15 du X 1 PM Peak (100% New Trips) = 15 Trips

Source: Concurrency Manual and Table for Minor Traffic Study –Residential Low (RL) Single Family Detached Housing at 7.81 AADT and 1 PM Peak Hours (100% new trips), and Warehousing at 1.71 AADT and 0.18 Peak Hours (92% new trips).

B. Available Capacity

The roads surrounding the subject site have sufficient PM Peak capacity available for a single family residential development. There is currently a single pole barn developed on the site. The road accessing the site through easement, Lake Hancock Road, has available capacity. The table after this paragraph provides the current PM Peak Hour capacities of the nearby road links.

Table 6					
Link #	Road Name	Current LOS	Available Capacity	Minimum LOS Standard	Projected Five Year LOS
8424E	LAKE HANCOCK RD/1ST STREET SE (CLUBHOUSE ROAD E) to (US 98)	B	675	D	B
8424W		B	654	D	C
5406N	US 98 (SR 540 (WINTER LAKE ROAD) to SR 570 (POLK PARKWAY)	C	1013	D	C
5406S		C	932	D	C
Source: Polk Transportation Planning Organization, Roadway network Database 2023					

C. Roadway Conditions

Lake Hancock Road is an Urban Collector with available capacity in both directions. Lake Hancock Road has a PCI rating of Fair on this Road Link. US Highway 98 is maintained by the state so conditions are not tracked by Polk County. The condition of the roadways and the LOS change over time. The conditions are addressed when development accesses a road during the Level 2 Review. LOS is a tool that can limit the intensity of a development.

D. Sidewalk Network

There are no sidewalks running west to east along Lake Hancock Road, but there are sidewalks that run north to south along the east side of US Highway 98 west of the subject site.

E. Planned Improvements:

There are currently no planned County improvements along any of the traffic links.

F. Mass Transit

The closest mass transit route is the Silver Line with Citrus Connection, with the closest stop being on US Highway 98 south of the Clubhouse Road intersection, 1.9 miles to the south of the site.

Park Facilities:

The following analysis is based on public recreation facilities.

A. Location:

The nearest neighborhood park is Highland City Park 1.5 miles southwest of the site driving, and the nearest regional Park is Banana Lake Park 2.5 miles driving to the west of the subject site.

B. Services:

Highland City Park has a baseball complex, playground, and open pavilion space. Banana Lake Park has picnic areas, a playground, a walking trail, boat ramp, and a fishing pier.

C. Multi-use Trails:

The closest free hiking trail is the Fort Fraser Trail which is 0.13 miles to the southwest of the subject site.

D. Environmental Lands:

This site contains no County owned environmental lands. The closest environmental lands to the site is the Circle B Bar Reserve which is 0.38 +/- miles to the northeast of the subject site.

E. Planned Improvements:

There are no further recreation improvements scheduled for this area of the County at this time.

Environmental Conditions

The site is entirely comprised of Candler Sand, which is suitable for building.

A. Surface Water:

There is no surface water on the subject site. On the Polk Green Map, site does show in the Potential Network Connection. However, site and area around is partially developed with residential uses and slated for commercial uses so is most likely not a viable connection spot.

B. Wetlands/Floodplains:

There are no wetlands or floodplains on the subject site. There is Flood Zone AE to the north of the subject site.

C. Soils:

The subject site is comprised of a mix of soil types as listed in Table 8 following this paragraph. According to the soil survey of Polk County, the soil is 100% Candler Sand which is suitable for most construction.

Table 8

Soil Name	Septic Tank Absorption Field Limitations	Limitations to Dwellings w/o Basements	% of Site (approximate)
Candler sand (21)	Slight	Slight	100%

*Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service *Because of poor filtration, ground water contamination is a hazard in many areas that have a concentration of homes with septic tanks.*

D. Protected Species

According to the Florida Biodiversity Matrix GIS application, no threatened or endangered plant or animal species exist on the site. If any are discovered, the applicant shall properly protect the specie(s) or mitigate any impacts consistent with federal, state, and local law.

E. Archeological Resources:

According to the Florida Department of State, Division of Historical Resources, there are no archeological sites listed in the Florida Master Site File.

F. Wells (Public/Private)

The subject site is not located in a Wellfield Protection District and does not have any wells on site. The site will be connecting to water from City of Lakeland Utilities. The closest Well site is 1.47 miles to the southeast of the subject site.

G. Airports:

The site is not within an Airport Impact District.

Economic Factors:

There are no known economic factors that would impact the development of this site.

Consistency with the Comprehensive Plan

Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies 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** with the Comprehensive Plan is listed below:

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 Comprehensive Plan permits a variety of different Future Land Use designations in urban areas and contribute to a combination of mixed uses. Residential Low (RL-1X) would be compatible with the surrounding area, as RL-1X is allowed to access Urban Collector roads, and can abut RL-4X and Business Park Center uses.

Comprehensive Plan Policy	Consistency Analysis
<p>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.</p>	<p>The lands surrounding the subject site are already detached single family homes to the south and east, with undeveloped BPC-2X to the west and north. City of Lakeland Utilities are available in this area, but for water the site will use well, and wastewater will be handled by onsite septic. This request is consistent with this policy.</p>
<p>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.</p>	<p>The timing is consistent with the growth in the area as the surrounding sites to the east and south are already being used for housing. There is ample connectivity to water and electricity. Fire is close by with low response times, while Sheriff is close enough to not be an issue. None of the three schools that are zoned for the site are at capacity. The overall parcel does not contain wetlands or floodplains. The site is developed with a single family residence and is surrounded by compatible uses.</p>
<p>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:</p> <ul style="list-style-type: none"> 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. 	

Comprehensive Plan Policy	Consistency Analysis
<ul style="list-style-type: none"> • POLICY 2.104-A1: DESCRIPTION - Transit Supportive Development Areas shall meet the following criteria: <ul style="list-style-type: none"> o 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; o b.be supported by existing or planned urban type services that are programmed or expected for the 10-year planning horizon; o 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; o 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 2.104-A2: DESIGNATION AND MAPPING - The Future Land Use Map Series shall designate and map TSDAs for those areas of the County meeting the general characteristics of this Section 2.104. • POLICY 2.104-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within TSDAs, in accordance with applicable criteria <ul style="list-style-type: none"> o ACTIVITY CENTERS: Regional Activity Centers, Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, Employment Centers and High-Impact Commercial Centers. o RESIDENTIAL: Residential-High, Residential-Medium, and Residential-Low Districts. o OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Office Centers, Leisure Recreation, Mixed 	<p>Residential Low is an allowable use in the TSDA. There is ample infrastructure available in the area to support this land use with connections to water, with septic handled on site. Sidewalks run north to south along the nearby US Highway 98. Lake Hancock Road is an Urban Collector road with available capacity. There are emergency services, parks, education, mass transit, and higher density residential development closeby. The subject site sits within the Transit Corridor Center which allows for higher density developments.</p>

Comprehensive Plan Policy	Consistency Analysis
<p>Use, Institutional, Professional Institutional, Recreation and Open Space, Preservation.</p> <ul style="list-style-type: none"> o Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in the definitions in Section 2.109. • POLICY 2.104-A4: OVERLAY DISTRICTS - All overlay Districts shall be permitted within TSDAs and UGAs in accordance with applicable criteria. • POLICY 2.104-A5: DEVELOPMENT CRITERIA - Development within the Transit Supportive Development Areas shall conform to the following criteria as further specified by the Land Development Code: <ul style="list-style-type: none"> o provide access to transit facilities; o connect to centralized potable water and sanitary sewer systems; o incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element; o implement "Complete Street" and "Conservation Development" principles as established under Section 2.1251, Community Design, of this element; o integrate pedestrian-oriented features, including sidewalks, trails or walkways into every development including appropriate pedestrian shelters or awnings; o provide access to civic space, parks, green areas, and open space and other amenities; o g.be supported by public safety (i.e., fire, EMS and law enforcement); o have access to public schools; o provide connectivity with adjacent uses within the TSDA, and facilitate connectivity between the TSDA and other urban centers and the rural development areas. o encourage the inclusion of a variety of housing choices, other than single family detached homes, townhomes, condominiums, and residential units in mixed use buildings by establishing minimum densities that preclude the exclusive use of single family detached units within designated areas as established in Policy 2.104-A7. 	

Comprehensive Plan Policy	Consistency Analysis
<ul style="list-style-type: none"> • POLICY 2.104-A6: GENERAL INCENTIVES - Polk County shall encourage and promote compact, mixed-use by allowing: <ul style="list-style-type: none"> o increased densities and intensities within the Transit Corridors and Centers Overlay District subject to Policy 2.104-A7; and o increased densities for affordable or workforce housing subject to Policy 2.104-A7. • POLICY 2.104-A7: DENSITIES AND INTENSITIES - To promote energy efficient land use patterns and compact mixed-use development, the TSDA and the Transit Corridors and Centers Overlay (TCC Overlay) within the TSDA shall include higher densities and intensities of development. The maximum densities and intensities listed in Table 2.104.1 exceed those listed in Policy 2.109-A1 and Policy 2.119-A1 and the policies that include the description for each of the referenced land use category as provided for within this Element. The Mixed Use category within Tables 2.104.1 and 2.104.2 is for those non-residential land use categories that permit residential as provided for in this Element or the Appendices for the Selected Area Plans (SAP). The Transit Corridors and Centers Overlay includes three separate components that expand the residential density of selected Future Land Use Districts. These three components as depicted in Figure 1. include: <ul style="list-style-type: none"> o Transit Corridor - an area within ¼ mile of fixed route transit service; o Transit Center - an area within a one mile radius of the point of access for transit services; and o Transit Center Core - an area within ¼ mile of the point of access for transit services. o Maximum densities are established within the TSDA and the respective components of the Transit Corridors and Centers Overlay as listed in Table 2.104.1. The maximum densities are not guaranteed within the respective land use categories and shall only be permitted subject to the requirements established in Policy 2.104-A5 Development Criteria and Policy 2.124-A3 Design Principles. Table 2.104.1 also includes recommended minimum densities to support future investments in public transportation. These recommended minimum densities may be required under the Land Development Code to coincide with planned public or private sector transit investments. Residential projects with less than the recommended minimum density will be encouraged to include a site 	

Comprehensive Plan Policy	Consistency Analysis
<p>design that allows for project phasing in order to preserve the maximum development potential of the subject parcel(s).</p>	
<p>POLICY 2.120-C1: CHARACTERISTICS - Densities up to, and including, 5.00 DU/AC. The Residential-Low classification is characterized by single-family dwelling units, duplex units, and small-scale multi-family units.</p> <p>POLICY 2.120-C2: DESIGNATION AND MAPPING - Residential-Low districts shall be located within TSDAs, UGAs, and UEAs as designated on the Future Land Use Map Series as "RL."</p> <p>POLICY 2.120-C3: LOCATION CRITERIA - Residential-Low areas shall be located only within the TSDAs, UGAs, SDAs, and UEAs and new Residential-Low development shall not be located within Activity Centers. The placement of Residential-Low shall be evaluated based on the general criteria listed in Policy 2.119-A2.</p> <p>POLICY 2.120-C4: DEVELOPMENT CRITERIA - Residential development may contain a variety of housing types as defined by the Land Development Code within the TSDA. Outside the TSDA, RL may contain single-family dwelling units, duplex units, small-scale multi-family units, and family-care homes, and shall be permitted, with County approval, at a density of up to, and including, 5 DU/AC. Additionally, community facilities may be allowed in accordance with policies of this Plan.</p>	<p>The subject site is currently designated as Business Park Center (BPC-2X), which is also an allowable use in the TSDA and abuts appropriate land uses. The site already has a pole barn and part of a single-family residential developed on it and is abutting single family residences to the south and east.</p>

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 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. <i>Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.</i>	Summary of analysis
b. <i>Allows a significant amount of urban development to occur in rural areas.</i>	Summary of analysis
c. <i>Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.</i>	Summary of analysis, surrounding Development, compatibility
d. <i>Fails to adequately protect and conserve natural resources and other significant natural systems.</i>	Summary of analysis, surrounding Development, compatibility
e. <i>Fails to adequately protect adjacent agricultural areas.</i>	Compatibility with Surrounding Land Uses
f. <i>Fails to maximize existing public facilities and services.</i>	Summary of Analysis, Infrastructure
g. <i>Fails to minimize the need for future facilities and services.</i>	Summary of Analysis, Infrastructure
h. <i>Allows development patterns that will disproportionately increase the cost of providing public facilities and services.</i>	Summary of Analysis, Infrastructure
i. <i>Fails to provide a clear separation between urban and rural uses.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
j. <i>Discourages infill development or redevelopment of existing neighborhoods.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
k. <i>Fails to encourage an attractive and functional mixture of land uses.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
l. <i>Will result in poor accessibility among linked or related land uses.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
m. <i>Results in the loss of a significant amount of open space.</i>	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	BPC Permitted and Conditional Uses
Exhibit 6b	RL Permitted and Conditional Uses

Applicant's submitted documents and ordinance as separate files



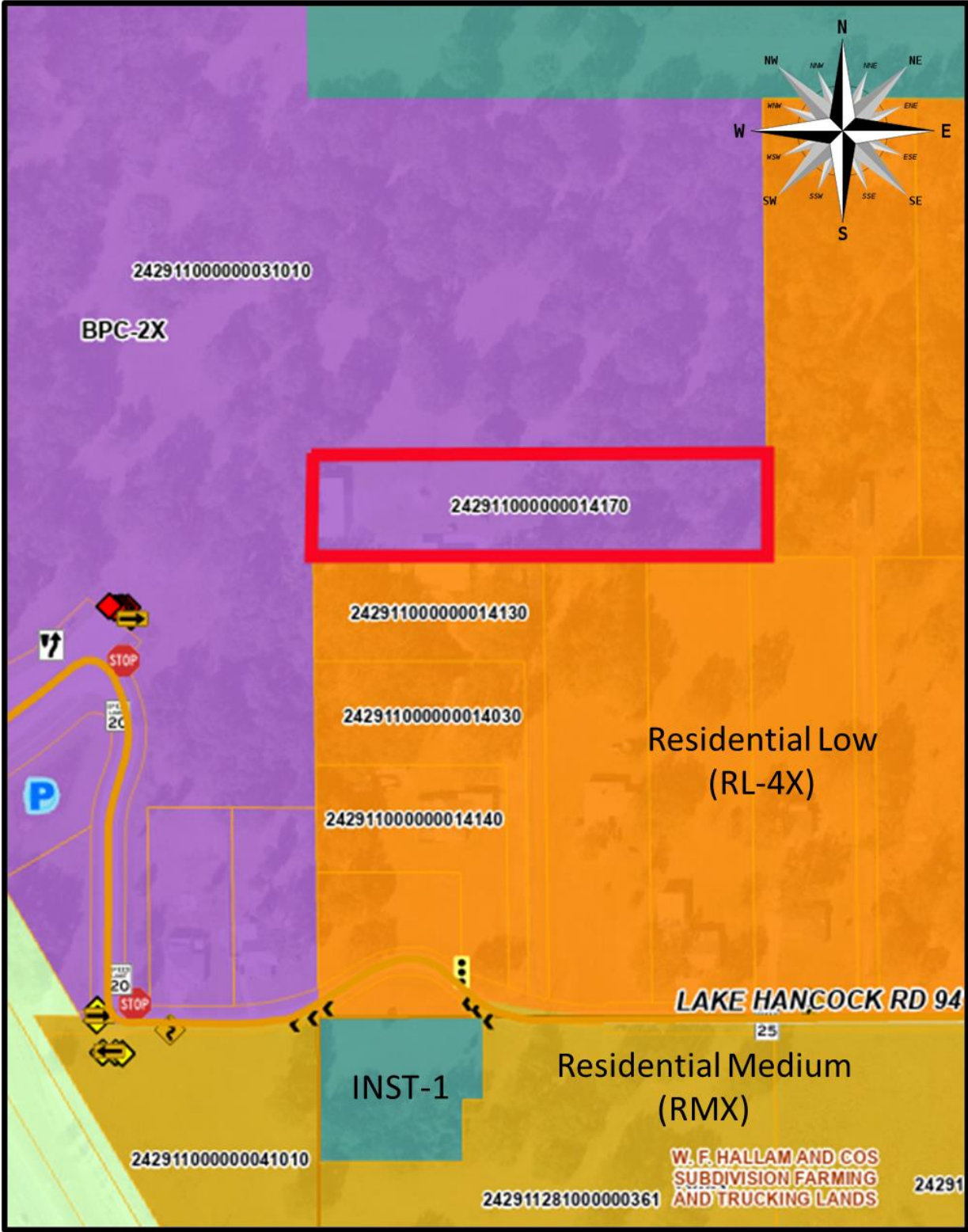
LOCATION MAP



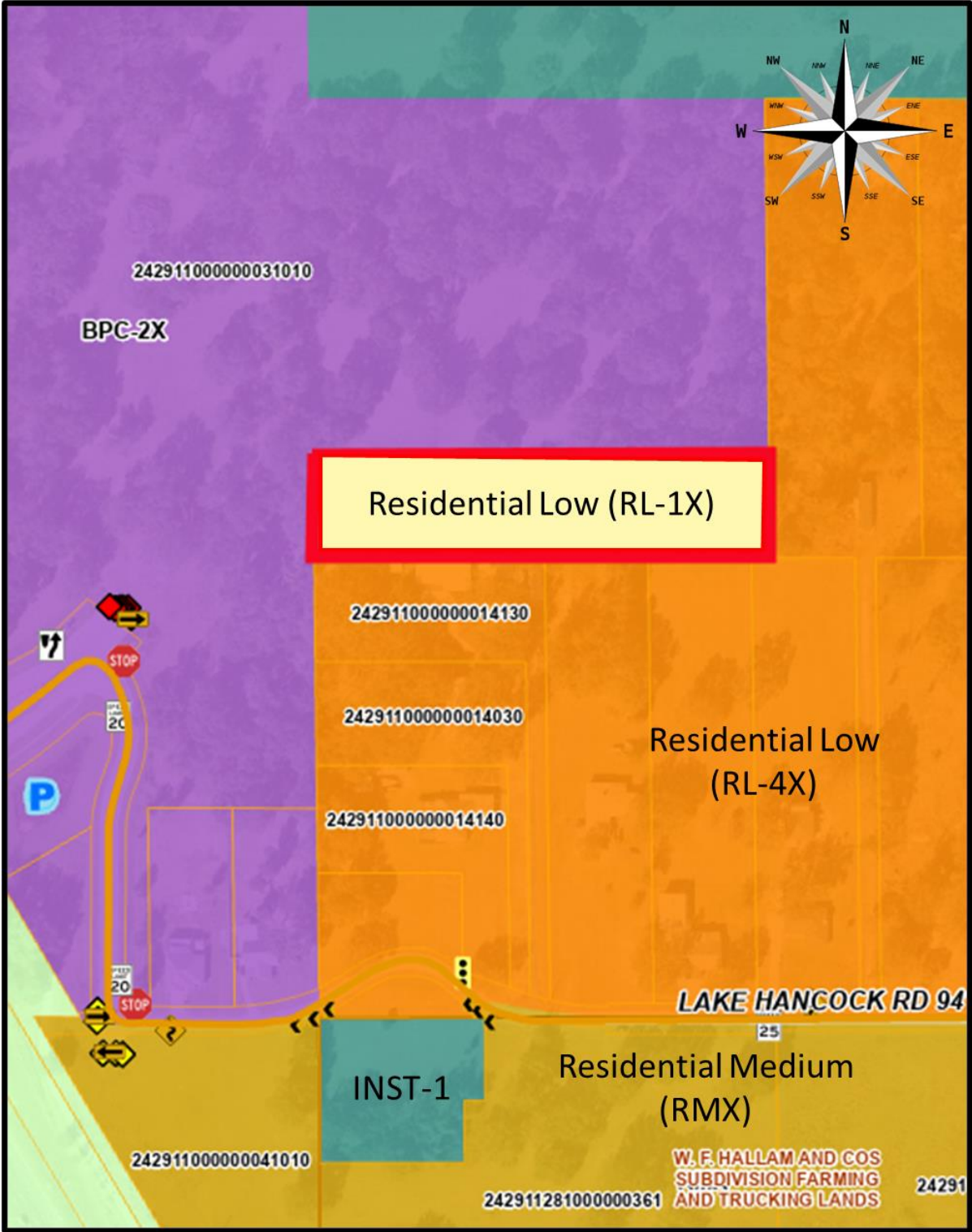
2023 AERIAL PHOTO CONTEXT



2023 AERIAL PHOTO CLOSE UP



CURRENT FLUM
Business Park Center (BPC-2X)



PROPOSED FLUM Residential Low (RL-1X)

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
BPC-2	Agricultural Support- Off-Site, Animal Farm- Intensive, Commercial Vehicle Parking, Farming General, Government Facility, Manufacturing- Light, Motor Freight Terminal, Nurseries and Greenhouses, Office, Office Park, Personal Service, Printing & Publishing, Research & Development, Retail- Outdoor Sales/Display, Studio- Production, Transit- Commercial, Transit- Facility, Utilities- Class I, Utilities- Class II, Vehicle Repair- Auto Body, Vehicle Service- Mechanical, Warehousing/Distribution	Alcohol Package Sales, Bars- Lounges- and Taverns, Golf Course, Recreation- Passive, Farm Worker Dormitory- Barrack Style, Breeding- Boarding- and Rehabilitation Facility- Wild or Exotic, Communication Tower- Monopole, Communication Towers- Guyed and Lattice, Community Center, Convenience Stores- Isolated, Cultural Facility, Financial Institution, Financial Institution- Drive Through, Gas Station, Heavy Machinery Equipment Sales and Services, Heliports, Helistops, Hotels and Motels, Kennels- Boarding and Breeding, Livestock Sale- Auction, Medical Marijuana Dispensaries, Nurseries- Retail, Recreational Vehicle Storage, Religious Institution, Restaurant- Drive-thru/Drive-in, Restaurant- Sit-down/Take-out, Retail- 10-000 – 34-999 sq. ft., Retail- 35-000 - 64-999 sq. ft, Retail- Less than 10-000 sq. ft., School- Leisure/Special Interest, School- Technical/Vocational/Trade & Training, School- University/College, Self-storage Facility, Solar Electric-Power Generation Facility, Vehicle Recovery Service/Agency, Veterinary Service	Planned Development, Transitional Area Development, Lime Stabilization Facility, Mining- Non-phosphate, Retail- More than 65-000 sq. ft., Utilities- Class III, Water Ski Schools, Airport, Power Plants- Non-Certified- High, Power Plants Non-Certified- Low

Business Park Center (BPC-2X)

PERMITTED AND CONDITIONAL USES

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
RL-1	Single-family Detached Home & Subdivision, Farming General, Utilities- Class I	Group Home- Small (6 or less residents), Mobile Homes- Individual, Animal Farm- Intensive, Emergency Shelter- Small (6 or less residents), Golf Course, Livestock Sale-Auction, Nurseries and Greenhouses, Recreation- Passive, Utilities- Class II, Residential Infill Development, Recreation- Low Intensity, School- Elementary, School- Middle	Group Living Facility (15 or more residents), Multi-family, Short-Term Rental Unit, Planned Development, Residentially Based Mixed Development (RBMD), Transitional Area Development, Adult Day Care Center (7 or more clients), Agricultural Support- Off-Site, Bed and Breakfast, Childcare Center, Communication Tower- Monopole, Communication Towers- Guyed and Lattice, Community Center, Cultural Facility, Emergency Shelter- Large (15 or more residents), Government Facility, Helistops, Mining- Non-phosphate, Recreation- High Intensity, Recreation- Vehicle Oriented, Religious Institution, Riding Academies, School- High, School- Leisure/Special Interest, Utilities- Class III, Mobile Home Park, Mobile Home Subdivision

Residential Low (RL-1X)

PERMITTED AND CONDITIONAL USES

ORDINANCE NO. 24 - _____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF AMENDMENT **LDCPAS-2025-5**; AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN; ORDINANCE 92-36, AS AMENDED TO CHANGE THE FUTURE LAND USE DESIGNATION ON +/- 2.28 ACRES FROM BUSINESS PARK CENTER (BPC-2X) TO RESIDENTIAL LOW (RL-1X), IN THE URBAN GROWTH AREA (UGA) AND US 98 SELECTED AREA PLAN. THE SUBJECT SITE IS LOCATED SOUTH OF STATE ROAD 540, EAST OF US HIGHWAY 98, WEST OF ELAM ROAD, NORTH OF LAKE HANCOCK ROAD, AND SOUTHEAST OF THE CITY OF LAKELAND, IN SECTION 11, TOWNSHIP 29, RANGE 24, 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 Comprehensive Plan (Plan); and

WHEREAS, Section 163.3187, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Small-Scale Comprehensive Plan Amendments; and

WHEREAS, pursuant to Section 163.3174, FS, the Local Planning Authority (Planning Commission) conducted a public hearing, with due public notice having been provided, on the proposed Plan revisions on May 7th, 2025; and

WHEREAS, pursuant to Section 163.3187(2), FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the proposed Plan revisions on June 17th, 2025; and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

NOW THEREFORE, BE IT ORDAINED by the Polk County Board of County Commissioners:

SECTION 2: COMPREHENSIVE PLAN AMENDMENT

The Future Land Use Map of Ordinance No. 92-36, as amended, (the “Polk County Comprehensive Plan”) is hereby amended to reflect a change in the Future Land Use designation on a +/- 2.28 acres site from Business Park Center (BPC-X) to Residential Low (RL-X), in the Urban Growth Area (UGA) and US 98 Selected Area Plan on the parcel listed below and graphically depicted on the parcel map in Attachment “A”.

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 be effective on July 18th, 2025 (31 days after adoption), unless the amendment is challenged. If challenged, the effective date of this ordinance shall be the date a Final Order is issued by the Department of Economic Opportunity or Administration Commission finding the amendment in compliance in accordance with Section 163.3184 (1)(b), Florida Statutes. No development orders, development permits, or land uses dependent upon this amendment, as described on the attached map of proposed land uses, may be issued or commence before it has become effective.

SECTION 6: FILING WITH THE DEPARTMENT OF STATE:

The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this June 17th, 2025.

ATTACHMENT "A"

LDCPAS-2025-5

Development Area: Transit Supportive Development Area (TSDA)

Location: South of State Road 540, east of US Highway 98, west of Elam Road, north of Lake Hancock Road, and southeast of the city of Lakeland.

Section-11 Township-29 Range-24



PARCEL DETAIL

Note: Not to Scale

LDCPAS-2025-5 - Lake Hancock Road CPA

Menu

Reports

Help

Application Name:

Lake Hancock Road CPA

File Date:

02/05/2025

Application Type:

BOCC-CPA Small

Application Status:

Approved for Hearing

Application Comments:

View ID

Comment

Date

Description of Work:

Rezone from BPC-2X to RL-1X

Application Detail:

Detail

Address:

4140 LAKE HANCOCK RD, LAKELAND, FL 33812

Parcel No:

24291100000014170

Owner Name:

BAKER ROBERT R

Contact Info:

Name

Organization Name

Contact Type

Contact Primary Address

Status

BAKER ROBERT R

BAKER ROBERT R

Applicant

Mailing, 4136 Lake Han...

Active

Robert Baker

Applicant

Mailing, 4136 LAKE HAN...

Active

Licensed Professionals Info:

Primary

License Number

License Type

Name

Business Name

Business License #

Job Value:

\$0.00

Total Fee Assessed:

\$4,608.00

Total Fee Invoiced:

\$4,608.00

Balance:

\$0.00

Custom Fields:

LD_GEN_PUB

PUBLIC HEARINGS

Development Type

Application Type

Planning Commission

CPA Small Scale Or

EAR

Variance Type

Brownfields Request

Individual

Affordable Housing

Type of Acreage

GENERAL INFORMATION

Expedited Review

Number of Lots

1

Will This Project Be Phased

Acreage

2.28

DRC Meeting

DRC Meeting Time

03/06/2025

11:30 AM

Rescheduled DRC Meeting

Rescheduled DRC Meeting Time

Green Swamp

Number of Units

No

Case File Number

Is this Polk County Utilities

Is this Application a result of a Code Violation

No

One Year Extension

FS 119 Status

Code Violation Case Number

Non-Exempt

ADVERTISING

Legal Advertising Date

BOCC1 Advertising Date

BOCC2 Advertising Date

Advertising Board

Board of County Commissioners

MEETING DATES

Community Meeting

Planning Commission Date

05/07/2025

Land Use Hearing Officer 3

1st BOCC Date

06/17/2025

2nd BOCC Date

LUHO-Level 3

HEARING

PC Hearing Results

PC Vote Tally

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

—

—

FINAL LETTER

Denovo Appeal

Denovo Results

—

—

Denovo Tally

—

LD_GEN_PUB_EDL

[Opening DigEplan List...](#)

DigEplan Document List

—

PLAN REVIEW FIELDS

TMPRecordID

[POLKCO-25EST-00000-08028](#)

RequiredDocumentTypesComplete

[Yes](#)

DocumentGroupforDPC

[DIGITAL PROJECTS LD](#)

AdditionalDocumentTypes

[Applications AutoCad File Binding Site Plans \(PDs, Yes](#)

[and CUs\), CSV, Calculations, Correspondence, Desig](#)

[n Drawings, Flood/Traffic Studies, Impact Statement,](#)

[Inspections, Miscellaneous Plats, Record Drawings,](#)

[Response Letter Resubmittal Complete, Staff Repor](#)

[t/Approval Letter, Survey, Title Opinion](#)

[DigitalSigCheck](#)

[Yes](#)

RequiredDocumentTypes

—

Activate DPC

Activate FSA

[Yes](#)

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement

[√](#)

SELECTED AREA PLANS

Selected Area Plans

LAND USE

Selected Area Plan LU Code

DEVELOPMENT AREA

Development Area

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board Number of Boards (Number) Number of Mailers (Number) Date Mailed Date Posted NOR

[PC](#)

1

04/23/2025

[BOCC 1](#)

1

04/23/2025

Workflow Status:

Task

Assigned To

Status

Status Date

Action By

[Application Submittal](#)

Lyndsay Rathke

Application ...

02/11/2025

Lyndsay Rathke

[Surveying Review](#)

Mike Benton

Approve

02/26/2025

Mike Benton

[Roads and Drainage Review](#)

Phil Irven

Approve

02/12/2025

Phil Irven

[Engineering Review](#)

Rodney Isaac

Approve

02/25/2025

Rodney Isaac

[Fire Marshal Review](#)

Kim Turner

Not Required

02/12/2025

Kim Turner

[Planning Review](#)

Johnathan Sims

Approve

03/10/2025

Johnathan Sims

[School Board Review](#)

School District

Not Required

02/12/2025

School District

[Review Consolidation](#)

Lyndsay Rathke

Approved for...

03/10/2025

Lyndsay Rathke

Staff Report

[Public Notice](#)

Planning Commision

BOCC Hearing

Final Letter

DEO Review

Second BOCC Hearing

Archive

Condition Status:

Name

Short Comments

Status

Apply Date

Severity

Action By

Scheduled/Pending Inspections:

Inspection Type

Scheduled Date

Inspector

Status

Comments

Resulted Inspections:

Inspection Type

Inspection Date

Inspector

Status

Comments

**Polk County Land Development Division
LDDRC-2025-6**

- 1. Owner's Authorization Form**
- 2. Waiver Form**
- 3. Demonstration of Need**
- 4. Deed**
- 5. Legal Description**
- 6. Impact Statement**
- 7. Maps**

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005



PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

LAND DEVELOPMENT DIVISION

AUTHORIZATION FORM

LAND DEVELOPMENT PROJECTS LOCATED IN POLK COUNTY, FLORIDA

I, Robert R. Baker and Anna Maria Baker (print owner's name), as the owner of the real property described as follows, 4140 Lake Hancock Rd, Lk, FL, do hereby authorize to act as my/our agent Robert R. Baker and Anna Maria Baker (print agent's name) to execute all applications, petitions and other documents necessary to affect the application approval requested and to appear on my/our behalf before all County boards and committees considering this application and to act in all respects as our agent in matters pertaining to the application.

[Signature]
Property Owner Signature Robert R. Baker
Anna Maria Baker

Robert R. Baker
Property Owner Printed Name
Anna Maria Baker

2/9/2025
Date
2/9/2025

Parcel Identification Numbers and Addresses (use additional sheet if needed):

State of Florida County of Polk

I certify that the forgoing instrument was acknowledged before me this 9 day of February, 2025 by Robert R. Baker and Anna Maria Baker

Personally known ☒ Produced Identification _____ Type of Identification produced and verified: _____

[Signature]
Notary Public Signature

Notary Stamp

Kimberly A. Berient
Notary Public Printed Name

April 25 2028
My Commission Expires



Processing Time & Extension Procedures
Polk County
Office of Planning and Development

Contact Information:

Name of Applicant/Property Owner/Agent: Robert R. Baker - Anna Maria Baker
Mailing Address: 4136 W. Hancock Rd., Lakeland, FL 33812
Phone: 863-559-2770 Email: Bakersproperties@aol.com
Location of Property: 4140 Lake Hancock Rd., Lakeland, FL 33812

Per F.S. 125.022(1), the County must process applications for development orders and development permits pursuant to timeframes set forth in the statute and as adopted by Land Development Code (LDC) Sections 905 through 908, as follows:

- The County shall notify applicants indicating the application is complete or specify deficiencies within 30 days after receipt of the application.
- If deficiencies are identified, applicants shall have 30 days to submit the required additional information or the application will be withdrawn. Both parties may agree to a reasonable request for an extension of time only in the event of a *force majeure* or other extraordinary circumstance.
- Within 120 days after a Level 2 Review (LDC Section 905) application is deemed complete, the County must approve, approve with conditions, or deny each application. These limits may be reasonably extended by mutual agreement of the applicant and the County for up to 120 days.
- Within 180 days after a Level 3-5 Review (LDC Sections 906-908) application is deemed complete, the County must approve, approve with conditions, or deny each application. These limits may be reasonably extended by mutual agreement of the applicant and the County for up to 90 days.
- Additionally, per F.S. 125.022(2), when reviewing an application for a development permit or development order that is certified by a professional listed in F.S. 403.0877, the County may not request additional information from the applicant more than three times unless the applicant waives the limitation in writing.

To request an extension of processing time and waiver of the limitation on requests for additional information, please fill out and sign this form and return it to OPD staff. **Applicants may request an extension of processing time at the time of filing an initial application or at any time an application is pending before final action.** Please be advised that the Applicant may incur additional advertising fees.

As the Applicant/Agent for Applicant for a development order or development permit from Polk County, I acknowledge the timeframes as listed above and hereby request (check all that apply):

- ☐ Decline the waiver and agree to comply with the timeframes set forth in F.S. 125.022(1) and the LDC.
- ☐ A waiver of the limitation on requests for additional information per F.S. 125.022(2).

☒ An extension of 7 days for the submittal of additional information necessary for a complete application. *(Granted in the event of extraordinary circumstances)*

☐ An extension of _____ days for the County to issue final action approving, approving with conditions, or denying an application for development permit or development order. *(Maximum 120 days for Level 2 Reviews; maximum 90 days for Level 3-5 Reviews)*

X 
Signature of Applicant/Agent for Applicant

02/09/2015
Date

**Not applicable to Comprehensive Plan Amendments, LDC text amendments, or the Green Swamp Area of Critical State Concern*

For Official Use Only:

Date Received: _____	Meeting Date: _____
Project Number: _____	Approved/Denied: _____

**DEMONSTRATION OF NEED
LDDRC-2025-6**

Subject Property ID # : 24-29-11-000000-01470
Property Address: 4140 Lake Hancock Rd.,
Lakeland, Florida 33812

Owners: Robert R. and Anna Maria Baker

- a. Promotes low density: – Yes.

Request is to change 2.28 acres of land zoned BPC to RL1 so that owners may extend their residence which is adjacent on the southern property line, and which the owners/applicant has already encroached over onto the subject property, and eventually allow for the construction of one (1) single family dwelling.

- b. N/A
- c. N/A
- d. N/A
- e. N/A
- f. N/A
- g. N/A
- h. N/A
- i. N/A
- j. N/A
- k. N/A
- L. N/A
- m. N/A

INSTR # 2000060396

OR BK 04441 PG 1624

RECORDED 04/20/2000 09:39 AM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DOC. TAX PD (F.S. 201.02) 441.00
DEPUTY CLERK L. Mujtaba

J

(COPY)

This Instrument Prepared
Under the Supervision of:
E. V. McClurg
Attorney at Law
P. O. Box 38
Lakeland, FL 33802

Property Appraiser's
Part of Parcel ID #112924-000000-031010

TRUSTEE'S DEED

THIS INDENTURE, executed the 19th day of April, 2000
by OSCAR W. ROGERS, INDIVIDUALLY and AS TRUSTEE OF THE OSCAR W.
ROGERS LIVING TRUST AGREEMENT DATED NOVEMBER 25, 1992, party of the
first part, to ROBERT R. BAKER and ANNA MARIA BAKER, his wife,
parties of the second part, whose address is 4136 Lake Hancock
Road, Lakeland, FL 33813.

WITNESSETH: That the party of the first part, for and in
consideration of the premises and the sum of Ten (\$10.00) Dollars
and other good and valuable consideration in hand paid, grants,
bargains, sells, aliens, remises, releases, conveys and confirms to
the parties of the second part, and to their heirs and assigns
forever, that certain real property situate in Polk County,
Florida, more particularly described as follows:

The South 150.00 feet of the Northwest 1/4 of
the Southwest 1/4 of the Northeast 1/4 of
Section 11, Township 29 South, Range 24 East,
Polk County, Florida.

N. B. The subject property is not the homestead property of the
party of the first part and the party of the first part
does not reside thereon.

Subject to taxes assessed for the year 2000 and subsequent
years and Subject to easements and restrictions of record, if any.

TOGETHER with all and singular the tenements, hereditaments
and appurtenances belonging or in anywise appertaining to that real
property.

TO HAVE AND TO HOLD the same to the parties of the second
part, and to their heirs and assigns, in fee simple forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

Signed in the presence of:

E.V. McClurg

E.V. McClurg
Printed name of witness

Melissa D. Jackel

Melissa D. Jackel
Printed name of witness

Oscar W. Rogers

Oscar W. Rogers,
individually and as Trustee
aforesaid

Address:
P. O. Box 237
Lakeland, FL 33802

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 19th day of April, 2000 by OSCAR W. ROGERS, INDIVIDUALLY and AS TRUSTEE OF THE OSCAR W. ROGERS LIVING TRUST AGREEMENT DATED NOVEMBER 25, 1992, who is personally known to me.

NOTARY:

Melissa D. Jackel

SEAL:

Melissa D. Jackel

Printed Name of Notary

Commission No. and Expiration Date

Melissa D. Jackel
Notary Public, State of Florida
My Comm. Expires April 24, 2003
No. CC577021
Notary Through Official Notary Service
1-(800) 723-0121

**LEGAL DESCRIPTION
LDDRC-2025-6**

Subject Property ID # : 24-29-11-000000-01470
Property Address: 4140 Lake Hancock Rd.,
Lakeland, Florida 33812
Owners: Robert R. and Anna Maria Baker

(Legal Description is per Recorded Deed dated 04/20/2000 and 2024 Polk County Tax Collector Real Estate Property Tax Bill)

The South 150.00 feet of the Northwest $\frac{1}{4}$
of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of
Section 11, Township 29 South,
Range 24 East, Polk County, Florida.

**IMPACT ASSESSMENT STATEMENT
FOR LDDRC-2025-6
Page 1**

Subject Property ID # : 24-29-11-000000-01470
Property Address: 4140 Lake Hancock Road
Lakeland, FL 33812

Owners: Robert R. and Anna Maria Baker
Address: 4136 Lake Hancock Road
Lakeland, FL 33812
Owner's Property ID: 242911-000000-014130

A. Land and Neighborhood Characteristics:

1. Proposed Use: To expand our residential property (which has already encroached over the subject property southern property line) and eventually apply for permit to build one single family dwelling. This site is suitable for the proposed use RL1 zone because it borders 5 residential properties which consist of 1-1/2 to 3 acre parcels with one single dwelling per parcel which are zoned RL4.
2. Site Plan Map A
3. There are no incompatibilities. The adjacent properties along the south and west border lines are single family residential homesites which are zoned RL4.
4. N/A
5. a. Density: The adjacent 5 parcels are zoned RL4 and consist of one single family residential dwelling per parcel.
 - b. N/A
 - c. N/A
 - d. N/A

- B. Access to Roads and Highways.** The subject property is currently landlocked with no access to any roads or highways. Owner/Applicant will create an easement which connects to the Lake Hancock Road. (The owner/applicant already has a paved driveway which attaches to the subject property and it will be designated as the "easement".

IMPACT ASSESSMENT STATEMENT

LDDRC-2025-6

Page 2

1. Residential only - 4 trips daily
2. N/A
3. N/A
4. Easement to Lake Hancock Road
5. None

C. Sewage:

1. N/A
2. Septic Tank
3. None – N/A
4. N/A
5. N/A

D. Water Supply – Well

1. Well
2. Self
3. N/A
4. Upon completion of construction of single family home

E. Surface Water Management

1. None
2. None
3. None
4. None

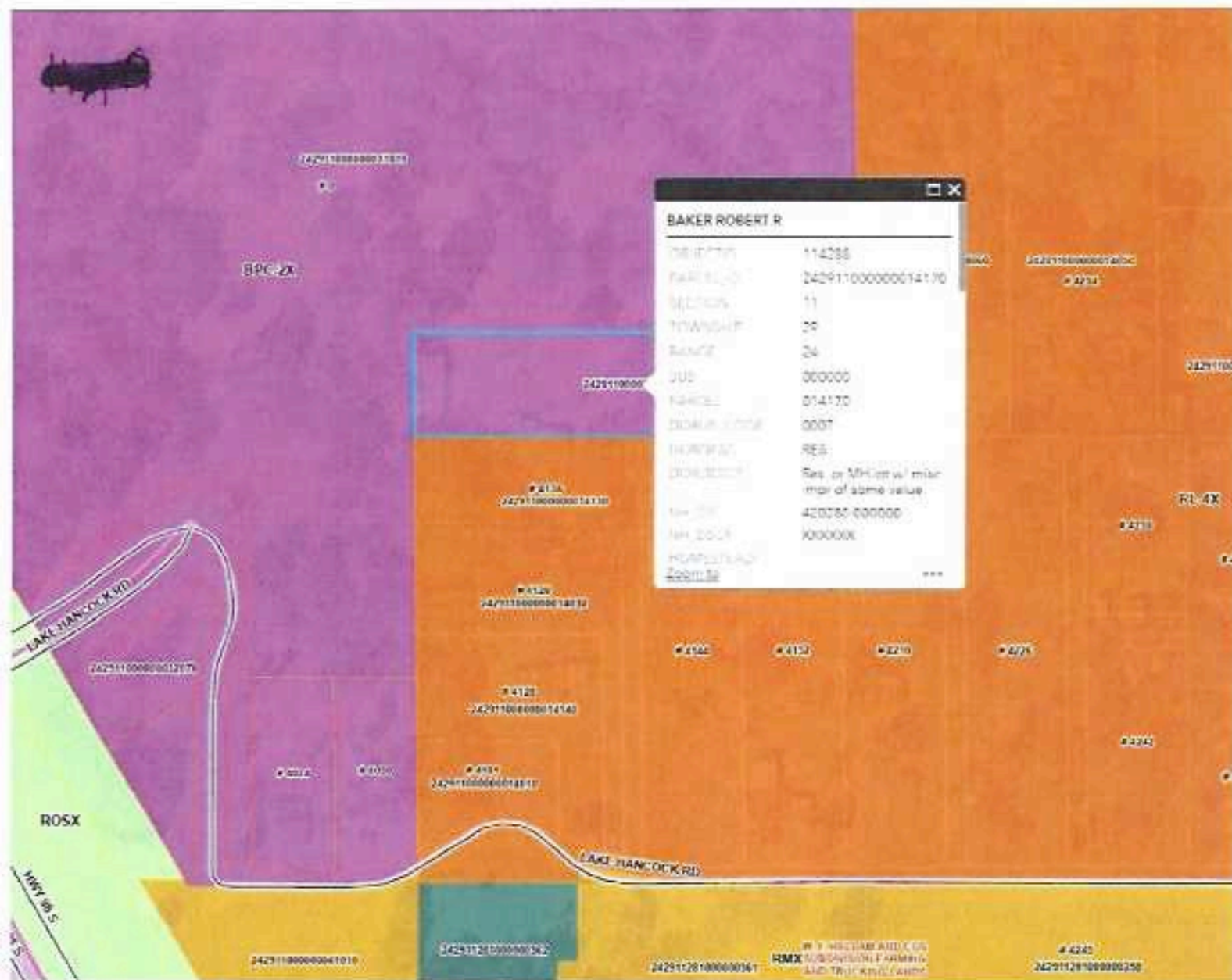
E. Population:

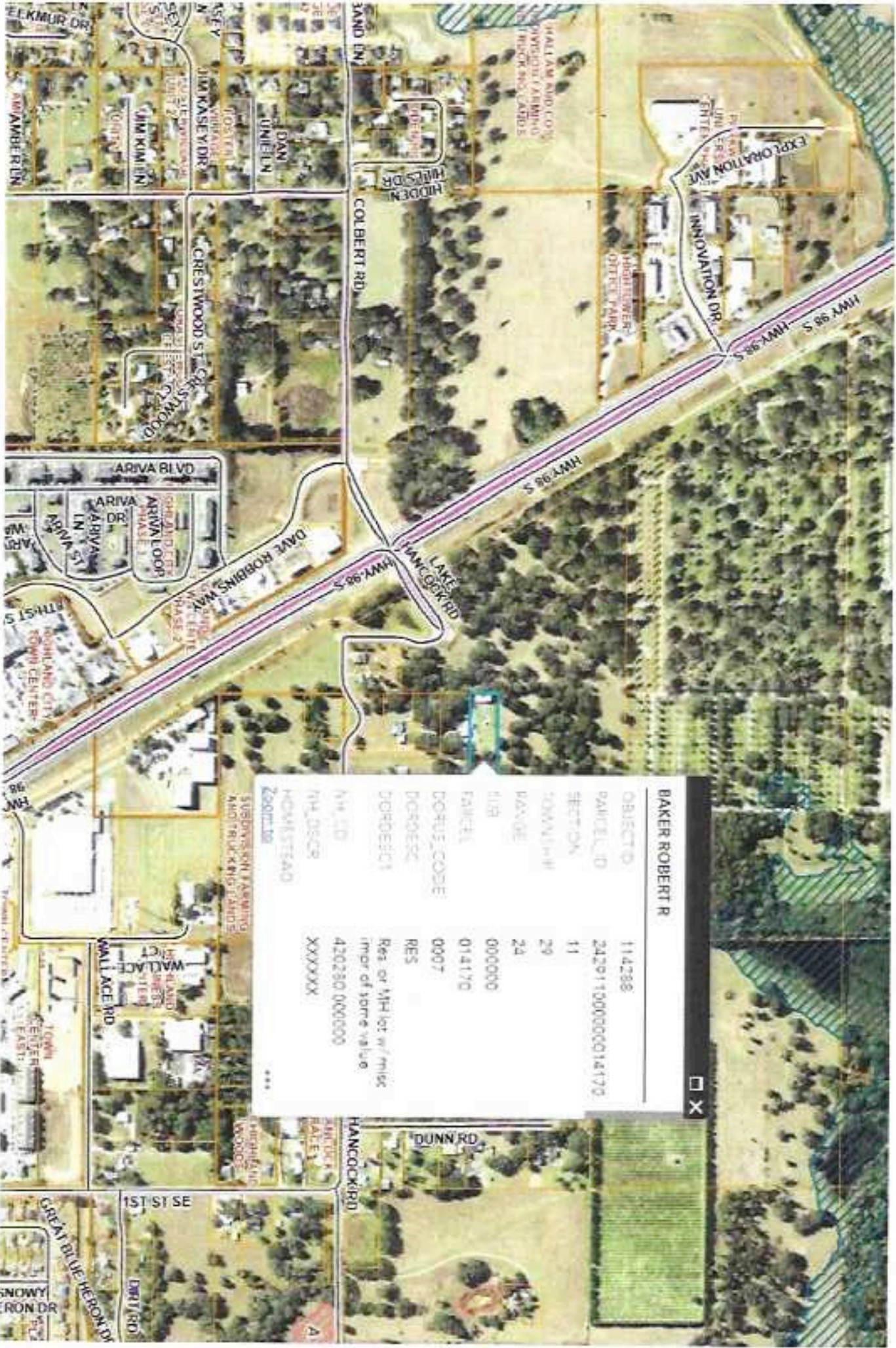
1. One Single family residence (4 – 6 residents)
2. N/A
3. N/A
4. N/A

G. General Information

1. Construct of Single family dwelling
2. Demand for Parks – Recreation
 - a. None
 - b. None
 - c. None
 - d. None (Fire hydrant 660 feet away and Fire Station 1 mile away)
 - e. Polk County Sherriff Dept.
 - f. Lakeland Electric

H. Maps (Separate Attachments





BAKER ROBERT R



OBJECT ID	114298
PARCEL ID	24291000000014170
SECTION	11
TOWNSHIP	29
RANGE	24
EIR	000000
PARCEL	014170
DOTS CODE	0007
DOTS SEC	RES
DOTS SECT	Res. or M/H lot w/ misc imp or some value
NW 1/4	420290 000000
NW 1/4	XXXXXX
NW 1/4	XXXXXX
NW 1/4	XXXXXX



Polk County
Board of County Commissioners

Agenda Item N.3.

6/17/2025

SUBJECT

Public Hearing to consider the adoption of LDCT-2025-10, a County-initiated to amend Chapter 2, Section 207, Temporary Uses, subsection 207.L, Road Construction Material/Equipment, 207.M, Temporary Storage of Vegetative Debris Collected from Major Storms. (First Reading)

DESCRIPTION

This is a County-initiated request for an LDC Text amendment to Chapter 2, Section 207 Temporary Uses, subsection 207.L, Road Construction Materials/Equipment, to include utilities construction, and add a subsection 207.M, Temporary Storage of Vegetative Debris Collected from Major Storms, to allow for temporary organic debris storage sites after major storm events for a limited time in non-residential land use districts. State law requires one Planning Commission hearing, which was held on April 2, 2025, where the Planning Commission recommended Approval (Vote:6-0).

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 after the second reading on July 1, 2025, at 9:30 a.m.

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>

POLK COUNTY DEVELOPMENT REVIEW COMMITTEE STAFF REPORT

DRC Date:	May 8, 2025	Level of Review:	4
PC Date:	June 4, 2025	Type:	LDC Text Amendment
BoCC Date:	June 17, 2025	Case Numbers:	LDCT-2025-10
	July 1, 2025	Case Name:	Temporary Vegetative Debris Storage Sites After Major Storm Events
Applicant:	Polk County	Case Planner:	Erik Peterson, AICP

Request:	An LDC text amendment to Chapter 2, Section 207 Temporary Uses, subsection 207.L, Road Construction Materials/Equipment, to include utilities construction, and add a subsection 207.M, Temporary Storage of Vegetative Debris Collected from Major Storms, to allow for temporary organic debris storage sites after major storm events for a limited time in non-residential land use districts; providing for severability; providing an effective date.
Location:	n/a
Property Owner:	n/a
Parcel Size (Number):	n/a
Development Area:	n/a
Nearest Municipality:	n/a
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 6:0

The changes to Chapter 2, Section 207.L, Road Construction Materials/Equipment are:

- Allows temporary lay down yards for materials/equipment storage and staging for utility improvement projects in addition to roadway improvement projects.

The addition of Chapter 2, Section 207.M, Temporary Storage of Vegetative Debris Collected from Major Storms includes:

- Exempts County run Disposal Management Sites (DMS)
- Allows for temporary solid waste management facilities for storage of trees, shrubs, leaves, and grass debris gathered from a storm or calamity which is permitted under the supervision of, or at the direction of a local, state, or federal agency.
- Requires a Level 1 Review
- Requires Florida Department of Environmental Protection (FDEP) certification
- Requires a binding site plan that addresses access, intake, location of storage, material drop-off and separation, and stacking of intake vehicles.
- Establishes setbacks from property lines, rights-of-way, and residential units.
- Monitored by Code Enforcement Staff
- Operation shall be no longer than six (6) months
- DRC may grant additional time for final debris removal not to exceed six (6) months.

Summary:

Storm events leave behind a lot of damage to property. One of the first steps towards recovery is gathering up the debris and removing it from properties. Removal of debris is a long process. After a storm, residents and businesses separate vegetative debris from structural debris. The structural debris is taken to the County's North Central Landfill. The vegetative debris is diverted to Debris Management Sites (DMS) which are County owned properties (often park facilities) where the vegetative debris is shredded for more efficient offsite removal. Private waste haulers are contracted to remove this material and find a reuse application or a disposal site. Finding a proper reuse for the material is preferred but it takes time to assimilate the vast amount of debris material that results from a major storm. This amendment is intended to assist the private haulers by providing them with more time to find more reuse and disposal options for the material.

This amendment enables temporary storage sites in the unincorporated County under the following conditions:

- Only in non-residential Future Land Use districts.
- The debris removal contract with a local, state, or federal government agency.
- Approved by the Florida Department of Environmental Protection (FDEP).
- Binding application and site plan approved by DRC.
- DRC reviews potential conflicts with access, infrastructure, drainage, neighbors, etc.
- Setbacks from right-of-way, parcel lines, and residences.
- Periodic inspections by Code Enforcement Staff
- Final inspection and close-out conducted.
- Maximum six (6) months of operation.

If more time is needed, the Development Review Committee (DRC) can issue an extension, but it does not exceed 180 days.

This amendment is consistent with the County's Solid Waste Management Facility Siting and Operation Ordinance (Ord. 2014-014) and the Comprehensive Plan. The Comprehensive Plan does not address temporary uses, and the Solid Waste Management Act provides an exemption for debris generated from a major storm under the supervision of local, state, and federal agencies. This amendment does not apply to the Green Swamp Area of Critical State Concern and does not conflict with any state statutes or rules.

Data and Analysis Summary

Staff have reviewed the Florida Statutes, Florida Administrative Code, Polk County Comprehensive Plan, and Polk County Solid Waste Facility Siting and Operations Ordinance for any conflicts and inconsistencies. Staff have researched storm debris and solid waste management requirements in the land development regulations of 12 similar or abutting counties and Polk's two largest cities. Some jurisdictions lift land development regulations for government operations after a disaster. Some jurisdictions do not treat yard waste processing and disposal as a solid waste management facility which makes private facilities easier to permit.

Findings of Fact

1. *The request is a Land Development Code text amendment to Chapter 2, Section 207 Temporary Uses, subsection 207.L, Road Construction Materials/Equipment, to include utilities construction, and add a subsection 207.M, Temporary Storage of Vegetative Debris Collected from Major Storms, to allow for temporary organic debris storage sites after major storm events for a limited time in non-residential land use districts.*
2. *This amendment applies to all non-residential Future Land Use Map designations except in the Green Swamp Area of Critical State Concern.*
3. *DIVISION 4.000 GLOSSARY of the Comprehensive Plan defines Solid Waste Management Facility as “any solid waste disposal facility, solid waste transfer station, **materials recovery facility**, **volume reduction facility**, other facility, or combination thereof, the purpose of which is resource recovery or the disposal, recycling, processing or storage of solid waste. Salvage Yards, Construction Aggregate Processing, and Construction Aggregate Storage are excluded from this definition, but may be accessory uses to a solid waste management facility.”*
4. *DIVISION 4.000 GLOSSARY of the Comprehensive Plan defines Materials Recovery Facility as “a solid waste management facility that provides for the extraction from solid waste of recyclable materials, materials suitable for re-use, repurposing, use as a fuel or soil amendment, or any combination of such materials including without limitation a Soil Manufacturing facility. Excluded from this definition are Salvage Yard, Construction Aggregate Processing, and Construction Aggregate Storage as defined in this Plan.”*
5. *DIVISION 4.000 GLOSSARY of the Comprehensive Plan defines Volume Reduction Facility as “A facility using incinerators, pulverizers, compactors, shredding, demanufacturing, and baling plants, and other plants that accept and process solid waste for recycling and disposal.”*
6. *POLICY 2.125-P1: SOLID WASTE MANAGEMENT FACILITIES PERMITTED USES of the Comprehensive Plan states “Solid Waste Management Facilities including the following uses shall only be permitted in the Institutional Future Land Use designation per the standards in the Land Development Code, subject to County approval:*
 - a. *solid waste disposal facility;*
 - b. *solid waste transfer station;*
 - c. *materials recovery facility; and*
 - d. *volume reduction facility.”*
7. *POLICY 2.125-P2: SOLID WASTE MANAGEMENT FACILITIES DEVELOPMENT CRITERIA of the Comprehensive Plan states “In order for proposed solid waste management facilities to address compatibility with surrounding uses and mitigate off-site impacts, the Land Development Code shall include regulations that allow for conditions of approval to mitigate the impacts of the proposed facility and minimize off site impacts.”*
8. *POLICY 2.125-P3: GREEN SWAMP AREA OF CRITICAL STATE CONCERN of the Comprehensive Plan states “Solid Waste Management Facilities shall be prohibited in any areas within the Green Swamp Area of Critical State Concern.”*
9. *LDC Section 207 states “Temporary uses are defined as those types of activities that are not regularly conducted from a permanent structure or location, and are conducted for only a short period of time.”*
10. *LDC Section 303 states “In addition to the applicable district regulations in Table 2.2, the following standards shall apply:*

1. *Consideration of an application for approval of a proposed solid waste management facility shall be in accordance with Chapter 9 of the LDC for a Level 4 Review and shall also include the review and consideration of the following additional information for compatibility review and consistency with the Comprehensive Plan and the LDC:*
 - a. *The haul routes from the nearest arterial roadway, and proposed points of access to the property;*
 - b. *The proposed date that construction will commence;*
 - c. *The volume of waste to be received, expressed in cubic yards or tons per day;*
 - d. *An explanation of the types of wastes to be received;*
 - e. *A statement specifying the hours of operation;*
 - f. *The source of the solid waste to be received;*
 - g. *The levels of odor, dust, and noise anticipated to be generated by the facility and proposed mitigation thereof;*
 - h. *The proposed landscape buffer and other buffering techniques planned to address compatibility and other impacts of the facility. At a minimum, the facility shall propose a landscape buffer consistent with the requirements of this Code, however, additional buffering may be required by the County as part of the approval process if the county finds such is necessary to address compatibility and other impacts of the facility. Additional buffering proposed by the applicant or required by the county may include, without limitation, increased landscaped buffers, setbacks, spatial separations, lakes, berms or any combination thereof; and*
 - i. *Height of all structures and other improvements.*
2. *The facility shall have direct access to a paved local commercial, collector or arterial roadway. No access to the site shall be from a local residential road.*
3. *Minimum setbacks for new solid waste management facilities shall be as follows:*
 - a. *Landfills: All structures, uses and excavation sites shall be a minimum of 1,000 feet from all property lines. The landfill footprint shall be a minimum of 2,500 feet from all property lines*
 - b. *Incinerators: Front, rear, and side yard setbacks shall be a minimum of 500 feet. When adjacent to residentially used or designated property, and Community Facilities as defined in the Comprehensive Plan, setbacks shall be a minimum of 1,000 feet*
 - c. *Materials recovery facilities, solid waste transfer stations, and volume reduction plants: Front, rear, and side yard setbacks from the excavation site shall be a minimum of 100 feet. When adjacent to residentially used or designated property, and Community Facilities as defined in the Comprehensive Plan, setbacks shall be a minimum of 500 feet.*
 - d. *Modification or expansion of existing facilities with a valid Level 3 or Level 4 Review approval as of the effective date of the ordinance creating these regulations, shall not be considered new solid waste management facilities and not be subject to the minimum setback requirements of subsection 3.*
11. *Chapter 10 of the LDC defines a Solid Waste Management Facility as “Any solid waste disposal facility, solid waste transfer station, materials recovery facility, volume reduction facility, other facility, or combination thereof, the purpose of which is resource recovery or the disposal, recycling, processing or storage of solid waste. Salvage Yards, Construction Aggregate Processing, and Construction Aggregate Storage are excluded from this definition but may be accessory uses to a Solid waste management facility.”*
12. *Chapter 10 of the LDC defines a Materials Recovery Facility as “A solid waste management facility that provides for the extraction from solid waste of recyclable materials, materials suitable for re-use, repurposing, use as a fuel or soil amendment, or any combination of such materials, including without limitation a Soil Manufacturing facility. Excluded from this definition are Salvage Yard, Construction Aggregate Processing, and Construction Aggregate Storage as defined in this code.”*

13. *Chapter 10 of the LDC defines a Volume Reduction facility as “A facility using incinerators, pulverizers, compactors, shredding, demanufacturing, and baling plants, and other plants that accept and process solid waste for recycling and disposal.”*
14. *Planning staff have reviewed the land development requirements of 12 central Florida counties that bear commonalities with Polk and the two largest municipalities in the County. Staff found that 11 out of the 14 jurisdictions allow yard waste processing or mulching in industrial districts either by right or through special approval.*
15. *The Solid Waste Management Facility Siting and Operation Ordinance (Ord. 2014-014), Section 11-114 of the County Code of Ordinances states “The following activities are exempt from the requirements of this article:*
 - (1) Open burning of land clearing debris as permitted by the Florida Department of Agriculture and Consumer Services' Division of Forestry, provided that all of the material to be burned originates on-site and burning is on a temporary basis;*
 - (2) Prescribed fire undertaken as part of a land management plan for wildlife management practices, improvement of forage for range, and other commonly accepted land management purposes;*
 - (3) Crematoria as permitted by FDEP;*
 - (4) The disposal of nonputrescible solid waste material for grade improvement done in conjunction with a building permit, and the storage of nonputrescible fill materials for future use;*
 - (5) The processing, management and disposal of solid wastes generated as a result of a major storm, tornados or other natural or manmade disasters when undertaken by, under the supervision of, or at the direction of a local, state or federal agency;*
 - (6) Management of solid waste or by-products ancillary to agricultural operations and phosphate mining;*
 - (7) Salvage yards;*
 - (8) Constructing aggregate processing and construction aggregate storage; and*
 - (9) Cardboard and shredded paper collection.”*

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 recommend **APPROVAL** of LDCT-2025-10.

Planning Commission Recommendation:

*At an advertised public hearing on June 4, 2025, the Planning Commission **voted 6:0** to recommend **APPROVAL** of LDCT-2025-10 to the Board of County Commissioners after hearing public testimony.*

Analysis

Introduction

This proposed text amendment was prompted by a Code Enforcement citation issued in the Homeland Industrial Complex subdivision between Old Homeland Road and U.S. Highway 17 accessed through Austin Phillips Lane. One of the waste haulers under contract with Polk County Roads and Drainage Division for storm debris removal was cited for operating a Solid Waste Management Facility without approval from the County because the storing of mulched debris in such large quantity falls under the broad definition of the use. Since it was a waste hauler under contract with the County, Planning staff

were brought in to assist in finding a permissible solution for a County contractor to fulfill their contract.

County staff first analyzed the Solid Waste Facility Siting and Operation Ordinance (Ord. 2014-14) for regulatory options. It was discovered that in the list of exemptions under Section 11-114 that the *“processing, management and disposal of solid wastes generated as a result of a major storm, tornados or other natural or manmade disasters when undertaken by, under the supervision of, or at the direction of a local, state or federal agency”* is exempt from the ordinance. However, this exemption is not ratified in either the Comprehensive Plan or the Land Development Code.

Staff chose to seek placement of the exemption in the Temporary Uses, Section 207, of the code for two reasons. For one, a carve-out for permanent land uses requires a Comprehensive Plan amendment which would take a much longer time to process, and a timely resolution was needed. The other reason was that carve-outs to the solid waste management rules often result in unintended consequences. With a temporary use classification, the County has more control to navigate through any implementation issues that might arise in the future.

Staff derived the conditions of approval by troubleshooting the known concerns involved with the storage of debris. The first concern is that permission should be limited to only government implemented clean-up programs through approved contractors. Then there were basic concerns for environmental review, so FDEP certification was identified as a necessity. Access is always key to any waste management operation, and our jurisdiction is limited so that was next to be addressed. Most important to the community is the location and proximity to residential properties which is why it is limited to non-residential property and a 200-foot setback from residences is a requirement.

After discussion with the Board during agenda review, staff placed firm limits on the duration that these sites were to be operational after the storm. Some leeway was included for extenuating circumstances, but an absolute finish date was set. Lastly, staff set up application, review, documentation, and inspection processes to ensure complete and proper implementation of the standards.

Recommended Changes

Staff are recommending that vegetative debris storage sites be allowed on a temporary and very limited basis under the following conditions:

- Applicants must have an active debris disposal contract with a local, state, or federal government agency.
- Applicants must have authorization from the Florida Department of Environmental Protection (FDEP) through permit issuance or FDEP’s written acknowledgement of permit exemption.
- The chosen site must have legal access to a County maintained road or permitted access to a city or state roadway facility.
- The site cannot be located in the Green Swamp Area of Critical State Concern.
- Application must be submitted by either the contractor or the local, state, or federal agency contracting for debris removal through a Development Review Committee (DRC) Level 1 Review that includes:

- Identification of all properties involved in the storage of materials and describe all storage methods.
 - Names and contact information of all property owners, operators, contractors and sub-contractors utilizing the site.
 - A binding site plan showing all properties and location of access, intake, location of storage, extent of material drop-off and separation, and provisions for ample internal stacking of intake vehicles.
 - Days and hours of operation.
 - Closure and post closure plan
- DRC shall review for potential conflicts with infrastructure, drainage paths, floodplain impact, and neighboring properties.
 - All storage of vegetative debris shall be setback a minimum of 35 feet from all rights-of-way, 15 feet from non-residential property lines, and 200 feet from any offsite residence.
 - Storage site property owners and operators shall provide Code Enforcement Division staff access to the site during normal business hours for periodic inspection.
 - Prior to closing out of the debris disposal contract, the contractor shall formally contact the Code Enforcement Division for final inspection.
 - The maximum period of operation shall be no longer than six (6) months from the date of the government contract commencement.

In the event of extenuating circumstances, the DRC may grant additional time for debris removal from a temporary storage site provided no new debris is being delivered to the site and such extension does not exceed six (6) months.

While seeking an amendment to Section 207 Temporary Uses, staff have included a minor clarification to Section 207.L Road Construction Materials/Equipment, to include utility construction projects the same as road improvement projects that are allowed to have storage and laydown yards as temporary uses in all land use districts when undergoing major infrastructure improvements. This will apply to water, wastewater, drainage, and gas utility line projects. Regulation of powerline projects and any associated laydown yards are pre-empted from local regulation by the state, but other public projects are not. Therefore, this amendment is needed for the County to accommodate necessary infrastructure projects with fewer regulatory barriers.

Benefit-cost Analysis of the Amendment

Who does it help?

This amendment helps private companies that contract with the County, state or federal agencies to remove ground vegetative debris from the County's temporary disposal management sites set up to handle debris gathered from properties after a major storm event. It provides them with more time to find proper locations for the ground vegetative debris. This helps reduce the financial cost of handling the debris and enables County facilities such as parks to be relieved of disposal management operations sooner.

Who does it hurt?

For a temporary period of time this could be aesthetically displeasing to the public seeing vegetative materials hauled to sites to be stored. The proposed ordinance makes any non-residential site an eligible temporary storage facility. However, the use can only last for six months and setbacks are in place to protect residential properties. The public will also be less concerned with aesthetics after a major storm event and DRC will review the site and can negotiate terms of operation if there are potential incompatibilities.

What is the cost?

Without this amendment, the cost of storm debris disposal might be higher. This amendment buys the private haulers time to find a more purposeful, less costly, and profitable method of dispensing with the ground vegetative debris collected and processed at the County's temporary disposal management sites. This amendment will place added costs on the members of DRC and Code Enforcement Staff to review and monitor these sites to their final completion of the process.

Regulatory History

Prior to November 4, 1971, the County had no regulations on the storage, processing, or disposal of vegetative debris. The first land use regulations classified waste disposal as an essential service that was permitted in the Rural Conservation (RC) district as long as at least 50% of the property was open space.

The new zoning ordinance adopted in 1983 continued to label all solid waste facilities as essential services separating them into different classes of I thru III grouped according to collection (I), transfer (II), and disposal (III). Class II facilities were permitted in all districts. Class III were conditional uses in all districts except for Heavy Commercial (C-4) and the both Industrial districts (LI & GI) where they were permitted by right.

Class III (construction & demolition) and Class IV (vegetative) waste were permissible through a conditional use permit in PM and IND Future Land Use districts until the effective date of the Solid Waste Management Facility Siting and Operation Ordinance on March 20, 2014 (Ord. 14-14) and Land Development Code amendment case #LDCT-14T-02 (Ord. 14-15). From thence forward, composting and mulching became Solid Waste Management Facilities.

This proposed ordinance amendment is the first to allow any type of solid waste management facility as a temporary use. All other references to mulching, composting or any type of solid waste management facility have been for permanent use on property.

Limits of the Proposed Ordinance

This amendment applies to all non-residential Future Land Use Map designations in the unincorporated area of Polk County that are outside of the Green Swamp Area of Critical State Concern and have direct frontage on a County or state-maintained roadway.

Comparisons to other Jurisdictions

Staff commonly survey counties along the I-4 corridor for regulatory comparisons because they are most closely similar to Polk. Some of the abutting counties are reviewed along with the two largest cities within the County (Lakeland and Winter Haven). Alachua and Duval counties are also reviewed because of similar demographic and urban-rural mixtures to Polk County. This method of selection creates a survey of 14 total local jurisdictions. Five (5) of the 14 jurisdictions refer to mulching of

vegetative material separate from the term solid waste management facility. The vast majority (11 out of the 14 jurisdictions) allow yard waste processing or mulching in industrial districts either by right or through special approval. Three out of 14 allow mulching in agricultural districts. Three of 14 jurisdictions waive their code requirements for government related disaster recovery operations including the processing and disposal of vegetative debris. Hillsborough County allows temporary permits for incinerators to dispose of vegetative debris after a disaster.

Table 1

Jurisdiction <i>(Code citation)</i>	Is mulching regulated as a solid waste management facility?	What districts are mulching operations permitted?	Is there an exemption for major storm events?
Alachua County <i>Sections 27.09, 403.14, 404.89.5</i>	Yes.	Conditional- Industrial services and Manufacturing (MS) districts.	Yes. Only for county, state, and federal governments remove disaster debris
Brevard County <i>Sections 62-1543, 62-1572, 62-1941</i>	No.	Conditional- Light Industrial (IU) and Government Managed Lands (GML) districts.	No.
Duval County <i>Section 656.322, 656.323, 656.331</i>	No.	Special Exception in Light Industrial (LI), Heavy Industrial (HI), and Agricultural (AGR) Districts	No.
Hardee County <i>Sec. 14.05.00, 4.02.36</i>	Yes.	Permitted with Conditions in Agricultural (A-1), Industrial (C/IBC), (I-1), and (I-2) districts.	No.
Highlands County <i>Section 12.??</i>	Yes.	Special Exception in Industrial (I-2) district	No.
Hillsborough County <i>Section 6.11.63, 6.11.104</i>	No.	Conditional in all seven (7) agricultural districts	Temporary air-curtain incinerators are conditional in all districts.
Lake County <i>Sec. 2-182, 8.02.00, 3.01.02.D.2</i>	Yes.	Conditional use in Heavy Industrial (HM) district. Prohibited in the Green Swamp	Yes. Under local state of emergency through County contracts.
Manatee County <i>Section 531.53</i>	Yes.	Planned Development Urban Industrial (PDUI) district.	No.
Orange County <i>Sections 38-74, 38-79</i>	No.	Special Exception in Agriculture (A-1 & A-2) and all Industrial (I-1 thru 4) districts.	No.
Osceola County <i>Chapter 19 Article 19-8 Chapter 3, Article 3.9</i>	No.	Industrial (IR, IG, IM)	Yes. But only for County facilities.
Seminole County <i>Sec. 30.4.10</i>	Yes.	Special Use - Manufacturing (M-1 & M-2) districts	No.
Volusia County <i>Section 72-241,206</i>	Yes.	Permitted use in Public Use district	No.
City of Lakeland <i>Article 2, Sec. 2.6</i>	Yes.	Conditional Use in Industrial (I-3) district	No. All is handled through city collection
City of Winter Haven <i>Sec. 21-531</i>	Yes.	No.	No. All is handled through city collection

Based on the data staff finds that disaster mitigation has not been addressed in the land development regulations of many of the jurisdictions surveyed. Hillsborough County is the most advanced in addressing means and alternatives for processing and disposal of the significant amount of vegetative debris caused by major storm events.

Consistency with the Comprehensive Plan

Solid waste management facilities are addressed in Section 2.125-P of the Comprehensive Plan. POLICY 2.125-P1 states that solid waste disposal facilities, transfer stations, materials recovery

facilities, and volume reduction facilities are only permitted in Institutional (INST) Future Land Use Map districts. While the temporary storage sites proposed in this amendment can be considered to be somewhat of a transfer station, this policy applies to permanent development under normal circumstances. The facilities proposed do not meet the definition of a transfer station either. Processed vegetative debris is brought to the site on the same vehicles that will be used to remove the debris, and it is not necessarily going to a disposal facility. The County's DMS facilities collect and process the debris. The independent contractors haul the waste from the DMSs to these temporary debris storage sites so that the County facilities can return to their original use sooner after the storm event. The temporary sites expedite the County's recovery. They buy more time for the debris to be distributed in a more beneficial manner than disposal.

Consistency with the Florida Statutes

The Florida Statutes encourages counties to provide composting and mulching services to residents in Section 403.706(2)(i) which states "*Each county is encouraged to consider plans for composting or mulching organic materials that would otherwise be disposed of in a landfill. The composting or mulching plans are encouraged to address partnership with the private sector.*" This request is consistent with this statute.

Comments from Other Agencies: Input into the drafting of this ordinance was provided by Polk County Roads and Drainage Division.

Draft Ordinance: under separate attachment

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA, LAND DEVELOPMENT CODE AMENDMENT **LDCT-2025-10**, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, AMENDING CHAPTER 2, SECTION 207 TEMPORARY USES, SUBSECTION 207.L, ROAD CONSTRUCTION MATERIALS/EQUIPMENT, TO INCLUDE UTILITIES CONSTRUCTION, AND ADD A SUBSECTION 207.M, TEMPORARY STORAGE OF VEGETATIVE DEBRIS COLLECTED FROM MAJOR STORMS, TO ALLOW FOR TEMPORARY ORGANIC DEBRIS STORAGE SITES AFTER MAJOR STORM EVENTS FOR A LIMITED TIME IN NON-RESIDENTIAL LAND USE DISTRICTS; 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 Local Government Comprehensive Plan and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt 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 June 4, 2025; and

WHEREAS the proposed text amendment to the Polk County Land Development Code is intended accommodate temporary site for material storage in infrastructure improvement projects during construction and temporary sites for storm debris processing during storm events and implementation of disposal; and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

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 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 June 4, 2025. 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.

SECTION 2: Section 207 Temporary Uses, subsection 207.L, Acceptance of Public Improvements of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 207 Temporary Uses

Temporary uses are defined as those types of activities that are not regularly conducted from a permanent structure or location, and are conducted for only a short period of time. Uses that meet the definition of an Outdoor Concert Venue are only permitted as conditional uses in select land use districts subject to applicable development criteria in Section 303. (Revised 11/21/17; Ord. 17-066)

...

L. Road Construction and Utilities Materials/Equipment (Added 12/17/13; Ord. 13-068)

Road construction and utility installation infrastructure projects that require materials/equipment storage and assembly may be permitted on a temporary basis in all land use districts subject to a Level 1 Review and meeting the following requirements:

1. ~~Road construction materials/equipment~~ The sites may only be approved for licensed contractors working on ~~road construction~~ infrastructure projects for which permits have been issued.
2. ~~They~~ The sites shall be located within close proximity, ~~if not along the road under construction~~ to the infrastructure project.
3. ~~The construction materials/equipment~~ The sites may be ~~permitted to be located~~ allowed within the right-of-way as long as their placement and location does not impede the traffic flow or obstruct the view of motorists.
24. ~~Road construction materials/equipment~~ The sites may be ~~located~~ occupied no sooner than 30 days prior to the start of construction and shall be removed within 30 days after completion of the work for which the construction permits have been issued.
35. Construction trailers/offices shall comply with subsection I of this section.

SECTION 3: Section 207 Temporary Uses, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to add the following subsection:

M. Temporary Storage of Vegetative Debris Collected from Major Storms

After a storm event federal, state, and local governments set up temporary Disposal Management Sites (DMS) on government lands to collect and process storm debris. Independent disposal contractors are hired to remove the processed debris and dispose or repurpose the debris in accordance with state and local laws of the jurisdiction where they transport the debris. This section provides temporary storage sites that these contractors can use for a limited period to assimilate all the debris in a legal manner.

Temporary storage sites for trees, shrubs, leaf, and grass debris gathered from a storm or calamity which is permitted under the supervision of, or at the direction of a local, state, or federal agency, may be permitted in non-residential land use districts subject to a Level 1 Review and meeting the following requirements and standards:

1. All vegetative debris storage must be conducted under an active debris disposal contract with a local, state, or federal government agency.
2. The site must have legal access to a County maintained road or permitted access to a city or state roadway facility.
3. The site is not located in the Green Swamp Area of Critical State Concern.

4. Application must be submitted by either the contractor or the local, state, or federal agency contracting for debris removal through a Development Review Committee (DRC) Level 1 Review.
5. The applicant shall clearly identify all properties involved in the storage of materials and describe all storage methods. Application for DRC approval shall include:
 - a. Property Owner, lead operator, and a list of all contractors and sub-contractors utilizing the site and their contact information including phone numbers, email, and place of business.
 - b. Site Plan showing all properties and location of access, intake, location of storage, extent of material drop-off and separation, and provisions for ample internal stacking of intake vehicles.
 - c. Days and hours of operation.
 - d. Closure and post closure plan
6. DRC shall review for potential conflicts with infrastructure, drainage paths, floodplain impact, and neighboring properties.
7. Prior to commencement, authorization must be granted by the Florida Department of Environmental Protection (FDEP) through permit issuance or FDEP's written acknowledgement of permit exemption.
8. All storage of vegetative debris shall be setback a minimum of 35 feet from all rights-of-way, 15 feet from non-residential property lines, and 200 feet from any offsite residence.
9. Storage site property owners and operators shall provide Code Enforcement Division staff access to the site during normal business hours for periodic inspection.
10. Prior to closing out of the debris disposal contract, the contractor shall formally contact the Code Enforcement Division for final inspection.
11. The maximum period of operation shall be no longer than six (6) months from the date of the government contract commencement.
12. In the event of extenuating circumstances, the DRC may grant additional time for debris removal from a temporary storage site provided no new debris is being delivered to the site and such extension does not exceed six (6) months.

SECTION 4: 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 5: 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 _____, 2025.



Polk County
Board of County Commissioners

Agenda Item N.4.

6/17/2025

SUBJECT

Public Hearing to consider the adoption of LDCT-2025-4, a County-initiated request to consider the adoption of an LDC Text amendment to Chapter 9 Development Review Procedures, Section 960(A), Types of Public Notice, by removing the current text of a 500-foot distance in which mail notices are to be sent to area property owners and replacing it with 1,000 feet. (Adoption Hearing) (Continued to July 15, 2025)

DESCRIPTION

This is a County-initiated request for an LDC Text amendment to Chapter 9 Development Review Procedures, Section 960(A), Types of Public Notice, to increase the mailed notification distance for public hearings before the Planning Commission or Board of County Commissioners (BoCC) from 500 feet to 1,000 feet. This amendment applies to all future and proposed cases in the unincorporated areas of the County that must go before the Planning Commission and BoCC, regardless of the Future Land Use Map district. For cases presented before the Land Use Hearing Officer, the mailed notification distance shall remain at 250 feet. State law requires one Planning Commission hearing, which was held on April 2, 2025, where the Planning Commission recommended approval (Vote:7-0).

This hearing was originally scheduled for May 6, 2025, but was postponed due to consideration of recent state legislative action. 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

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Andrew Grohowski
Planner II
Land Development Division
(863) 534-6412

andrewgrohowski@polk-county.net <<mailto:andrewgrohowski@polk-county.net>>

POLK COUNTY DEVELOPMENT REVIEW COMMITTEE STAFF REPORT

DRC Date:	February 27, 2025	Level of Review:	Level 4
PC Date:	April 2, 2025	Type:	LDC Text Amendment
BoCC Dates:	April 15, 2025	Case Numbers:	LDCT-2025-4
	May 6, 2025	Case Name:	Mail Notice Expansion to 1,000 feet
	June 17, 2025		
Applicant:	Polk County	Case Planner:	Andrew Grohowski, Planner II

Request:	An LDC text amendment to Chapter 9, Section 960, Public Notice, subsection 960.A Types of Public Notice, to change the distance for which mail notices are to be sent to area property owners from 500 feet to 1,000 feet; providing for severability; providing an effective date.
Location:	n/a
Property Owner:	n/a
Parcel Size (Number):	n/a
Development Area:	n/a
Nearest Municipality:	n/a
DRC Recommendation:	Approval
Planning Commission Vote:	7:0 Approval

The change to Chapter 9, Section 960(A), Types of Public Notice are:

- Deleting the current text of a 500-foot distance in which mail notices are to be sent to area property owners and replacing it with 1,000 feet.

Summary:

The request is to amend the text of the Land Development Code (LDC) to create a new distance requirement for noticing the public via postal mail for hearings before the Planning Commission and Board of County Commissioners (BoCC). The impetus for this amendment is County-initiated and serves to extend the mailing notification radius by an additional 500 feet. Therefore, the total distance in which mail notices are to be sent to property owners will be 1,000 feet.

Public involvement in civic issues is one of the cornerstones of democracy upon which the United States was founded. Staff believes that public notice and involvement is an essential tool in order to practice inclusive planning and do what is best for the County as a whole.

This amendment continues the County's historic practice of noticing the public and maintains the County's commitment to going beyond what is required by Florida Statutes. In most cases, Florida Statutes only require a legal ad to be published in a newspaper of general circulation and the property owner of the *subject site* be sent a notice by mail. The amendment will still require Polk County's three means of advertising a public hearing:

- 1) the subject property is posted with signs,
- 2) a legal ad is published, and
- 3) both the subject site and surrounding properties are noticed via mail in order to notice the public of an impending hearing.

Staff has conducted a random sampling of cases within the past few years to calculate the anticipated cost increases. The costs will be incurred by higher advertising fees, but Staff finds they are not significant enough to hinder or disincentivize applicants moving forward.

This amendment applies to all future and proposed cases in the unincorporated areas of the County that must go before Planning Commission and BoCC, regardless of the Future Land Use Map district.

Data and Analysis Summary

Staff has reviewed past ordinances dating back to November 4, 1970, and found the distance for postal mailing notifications was changed prior to 2002 to 500 feet. When the LDC was adopted in 2000 (Ord 00-09), mailed notices required a notification distance of 250 feet from the subject site to surrounding property owners.

There are no conflicts with the Comprehensive Plan or Florida Statutes in the implementation of this amendment. Chapters 125 and 163 of the Florida Statutes address the minimum time required to notify ordinance or resolution changes in the newspaper and postal mail to the property owner only.

Findings of Fact

1. *The request is a County-initiated Land Development Code text amendment to Chapter 9, Section 960, Public Notice, subsection 960.A Types of Public Notice, to change the distance for which mail notices are to be sent to area property owners from 500 feet to 1,000 feet.*
2. *This amendment applies to all cases brought to hearing before the Planning Commission and Board of County Commissioners. This distance does not apply to cases presented before the Land Use Hearing Officer which will remain at 250 feet.*
3. *Chapter 125.66 of the Florida Statutes states that “In cases in which the proposed ordinance or resolution changes the actual zoning map designation”... “the Board of County Commissioners” ... “shall direct its clerk to notify by mail each real property owner” ... “such notice shall be given at least 30 days prior to the date set for the public hearing.”*
4. *Chapter 163.3225 of the Florida Statutes state that “notice of intent to consider a development agreement shall be advertised approximately 7 days before each public hearing in a newspaper of general circulation”... “[and] shall also be mailed to all affected property owners before the first public hearing.”*
5. *Article V, Section 5-4.5 of Ord 70-03 states “whenever property is proposed to be rezoned, the owners of property situated within two hundred and fifty (250) feet of the proposed rezoning shall be given written notice”...*
6. *Between the Land Development Code adoption in 2000 and the year 2002, Staff was directed by the BoCC to change the mailing distance to 500 feet. Within that time frame, the 500-foot distance was implemented.*
7. *On March 7, 2012, Ord 12-009 was passed and amended Section 960 of the LDC in its entirety, codified the public notice requirements for all types of cases, and clarified the standards for noticing the public for public hearings.*
8. *Planning Staff has reviewed the land development requirements of 14 jurisdictions that bear commonalities with Polk and the two largest municipalities in the County. Staff found two*

jurisdictions that do not require mail notices to surrounding property owners. This proposal would be the highest distance of the 14 jurisdictions reviewed.

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-2025-4.

Planning Commission Recommendation:

At an advertised public hearing on April 2, 2025, the Planning Commission voted 7:0 to recommend APPROVAL of LDCT-2025-4 to the Board of County Commissioners after hearing public testimony.

Analysis

Introduction

Section 960 of the Land Development Code has served as the important link between the County and its citizens for which it serves. Public involvement is always encouraged, and this amendment intends to promote this vital right with additional mailed notices of Planning Commission and BoCC hearings to more residents in the vicinity of a potential proposal.

Staff has conducted a random sampling of ten Level 3 and Level 4 cases within the past three years. These cases are presented to the Planning Commission and/or the Board of County Commissioners. Depending on the size of properties and the population density, the sampled study found that projects varied in the number of additional mailed notices that would be required under the new ordinance (*Exhibit 1*). Some cases had four-hundred twenty-six (426) additional mailers (LDCPAL-2024-14) while others only had eleven (11) more mailers (LDCD-2023-12).

The change in cost will vary, as well. Currently, each mailed notice costs approximately sixty-three (63) cents. If the 1,000' distance is implemented, the total cost of mailed notices for the Large-Scale Comprehensive Plan Amendment in Poinciana (case #: LDCPAL-2024-14) will increase by about two-hundred sixty-eight (268) dollars per mailing. Staff anticipates this drastic increase due to the case being located in the Poinciana area. Poinciana consists of numerous multi-family and single-family subdivisions on approximately 47,000 acres. The large array of lots packed closely next to one another increases the likelihood that the additional distance will lead to a higher number of mailers compared to a rural area of the County. Meanwhile a Comprehensive Plan Map amendment in Fort Meade (case #: PDCPAS-2024-11) will increase the cost of mailers by only four (4) dollars if the new distance criteria is implemented. The sample attempts to accurately reflect a range of cases that varied by type and location. Based on the sample, the average cost increase of the ten randomly chosen cases was about sixty (60) dollars.

The type of case will determine how many times a mailed public notice will be sent. For example, a Level 4 Small-Scale Comprehensive Plan Amendment (LDCPAS) or a Level 4 Conditional Use (LDCU) will be mailed twice – one notice prior to the Planning Commission hearing and another prior to the BoCC hearing. Meanwhile mailings for a Large-Scale Comprehensive Plan Amendment (LDCPAL) are sent three times – once prior to the Planning Commission hearing and twice prior to the two BoCC hearings. Therefore, the total cost outlined previously will vary depending on how many times the public hearing notice is sent (*Exhibit 1*).

It is important to understand while this proposal will increase the number of notified individuals, there will always be persons who will not be included in the public notification via U.S. postal mail. While all cases are considered important from a County-wide perspective, from a local perspective, the mailed notices become less and less effective or relevant the further the distance from the subject site.

Benefit-cost Analysis of the Amendment

Who does it help?

This ordinance will help expand the notification radius of proposed amendments, conditional uses, and other cases that go before the Planning Commission and BoCC. It encourages more public participation since the mailed notices will be sent to more property owners near the subject site. The higher number of citizens notified will hopefully spur further community engagement and public involvement.

Who does it hurt?

The distance to increase mailed notifications by 500 feet will not hurt the property owners or surrounding businesses in the County. The increase in distance may lead to diminished returns if there were to be additional mailers. Broader populations carry the assumption that the proposed case holds high importance and can instigate more cause for concern or worry.

Depending on the type of case, individuals or businesses with smaller budgets will be the most impacted by these costs. Smaller projects with limited capital such as individual mobile homes will bear the full brunt of these cost increases, which can widely range depending on location (*Exhibit 1*).

What is the cost?

Staff has analyzed potential costs with ten cases randomly selected over the past few years. Factors such as the size of the subject property, size of surrounding properties and population densities will vary the quantity of mailed notices sent within the proposed 1,000-foot buffer. Based on the sample conducted (*Exhibit 1*), the average increase in cost for each case is about sixty (60) dollars. As previously mentioned, different groups will feel different impacts on the increase in cost.

Regulatory History

On November 4, 1970, Polk County's first zoning ordinance required a mailed notice to all property owners within 250' of the property proposed to be rezoned (Ord 70-03). This distance requirement was unchanged when the LDC was updated in 2000 (Ord 00-09). Staff was then directed by the Board to change the mailing distance to 500 feet, which was implemented sometime prior to 2002. Since then, the surrounding properties within a 500-foot distance of the subject site are notified via U.S. postal mail. On March 7, 2012, a staff-initiated proposal amended Section 960 of the LDC by listing all the cases brought to hearing by the Office of Planning and Development, except for cases dealing with phosphate mines including operating permit renewals, mine plans and plan amendments but did not change the mailing distance (Ord 12-009).

Limits of the Proposed Ordinance

This proposal applies to all applications in the unincorporated portions of the County that are subject to public hearings subject to Planning Commission and BoCC review. The new distance does not apply to variances, special exemptions, and temporary special exceptions presented before the Land

Use Hearing Officer (LUHO). These mailed notices will remain at 250 feet. LUHO cases range from setback variances to alcohol sales. From a public notification standpoint, LUHO cases are more relevant on a neighbor-to-neighbor basis rather than notifying larger quantities of property owners outside the 250-foot distance requirement. Per Section 960(A) on all cases, a minimum of 12 landowners must be notified via postal mail which is not subject to change in this amendment.

Comparisons to Other Jurisdictions:

Staff commonly survey counties on the I-4 corridor for regulatory comparisons because they are most closely similar to Polk. Some of the abutting counties are reviewed along with the two largest cities within the County (Lakeland and Winter Haven). Alachua and Duval counties are also reviewed because of similar demographic and urban-rural mixtures to Polk County. This method of selection creates a survey of 14 total local jurisdictions. Staff found two jurisdictions that did not provide mailing notices. Another jurisdiction only sends mailing notices to adjacent properties.

Table 1

Jurisdiction <i>(Code citation)</i>	How far are mail notices sent on land use cases?	What other forms of public notice are provided?
Alachua County <i>Section 402.11-16</i>	750 feet	Newspaper Advert 7 days prior Signs every 400 feet of frontage 48 hours after application has been accepted til 10 days after hearing
Brevard County <i>Section 62-252</i>	None	Published once, at least 15 days prior to the public hearing in a newspaper of general circulation within the county.
Duval County <i>Section 656.124</i>	350 feet	Newspaper Advert 14 days prior Signs every 200 feet of frontage
Hardee County <i>Section 10.09.00</i>	300 feet	Newspaper Advert 10 days prior Signs 10 days prior (< 10 contiguous acres) Mailed 10 days prior to PC, 30 days prior to BoCC
Highlands County <i>Section 12.06</i>	500 feet	Newspaper Advert 10 days prior, second publication 5 days prior Mailed 15 days prior
Hillsborough County <i>Section 10.03.02(E)</i>	500 feet (AG/R-1) 300 (elsewhere)	Newspaper Advert 15 days prior Second mailed notice to all parties of record at least 20 days prior to BoCC
Lake County <i>Section 14.00.05</i>	300 feet	Newspaper Advert 10 days prior Signs 10 days prior Mailed 10 days prior
Manatee County <i>Section 312.7</i>	500 feet	Newspaper Advert 10 days prior Signs 10-40 days prior; 15 feet from the front lot line Mailed 10 days prior
Orange County <i>Section 30-44</i>	300 feet	Newspaper Advert 15 days prior Sign 10 days prior Mailed 10 days prior
Osceola County <i>Article 2.3</i>	300 feet	Newspaper Advert Signs 10 days prior
Seminole County <i>Section 30.3.4</i>	Urban: 500-1,500 Rural: 1,500 – 5,000	Signs 15 days prior (2 minimum) Mailed 15 days prior (every 5 acres increases distance by 500' (urban) or 1000' (rural))
Volusia County <i>Sec. 72-414 & Sec. 72-2</i>	Adjacent properties	Newspaper Advert 10 days prior Sign 10 days prior Mailed 10 days prior (30 days, rezoning)
City of Lakeland <i>Section 12.6</i>	None	Newspaper Advert 10 days prior Mailed 30 days prior to property owners
City of Winter Haven <i>Sec. 21-491</i>	500 feet	Newspaper Advert 15 days prior Sign 15 days prior, every 300 feet of frontage Mailed 15 days prior

All jurisdictions except Brevard County and the City of Lakeland provide public notice via mail to surrounding property owners. Volusia County only mails notices to adjacent property owners. While

all jurisdictions vary in distance requirements, this proposal would be one of the highest distances throughout nearby jurisdictions.

Consistency with the Comprehensive Plan

The Comprehensive Plan does not specify public notification criteria.

Consistency with the Florida Statutes

For proposed ordinance changes or map amendments, the Florida Statutes requires a legal ad in the newspaper and notice by mail thirty (30) days in advance to the affected property owner only. For development agreements, the newspaper advertisement is approximately seven (7) days before the public hearing. Meanwhile, mailed notices regarding development agreements do not specify a time frame, but must be sent to affected property owners before the first public hearing. The Florida Statutes do not specify nearby owner notification nor sign postings. Local jurisdictions decide whether or not mailed notices are sent to nearby property owners and by how far.

Comments from Other Agencies: None.

Draft Ordinance: Under separate attachment.

Exhibits

Exhibit – 1 Price Research

Exhibit 1

Project Number	500 feet buffer (# of mailers)	1000 feet buffer (# of mailers)	Change (# of mailers)	Increase (%)	Cost per Mailer 500 feet (\$)	Cost per Mailer 1000 feet (\$)	Change in Cost (Approx.)(%)
LDPD-2022-15	55	138	83	150	34.65 <i>(sent 1x)</i>	86.94 <i>(sent 1x)</i>	52.00
LDCU-2023-63	449	511	62	13	282.87 <i>(sent 2x)</i>	321.93 <i>(sent 2x)</i>	39.00
LDCD-2023-12	20	31	11	55	12.60 <i>(sent 1x)</i>	19.53 <i>(sent 1x)</i>	7.00
LDCU-2024-20	138	198	60	43	86.94 <i>(sent 2x)</i>	124.74 <i>(sent 2x)</i>	38.00
LDCPAS-2024-4	65	112	47	72	40.93 <i>(sent 2x)</i>	70.56 <i>(sent 2x)</i>	30.00
LDCD-2024-3	12	39	27	225	7.56 <i>(sent 1x)</i>	24.57 <i>(sent 1x)</i>	17.00
LDPD-2022-12	29	98	69	237	18.27 <i>(sent 1x)</i>	61.74 <i>(sent 1x)</i>	43.47
LDPD-2023-11	71	221	150	211	44.73 <i>(sent 1x)</i>	139.23 <i>(sent 1x)</i>	95.00
LDCPAL-2024-14	192	618	426	222	120.96 <i>(sent 3x)</i>	389.34 <i>(sent 3x)</i>	268.00
PDCPAS-2024-11	14	21	7	50	8.82 <i>(sent 2x)</i>	13.23 <i>(sent 2x)</i>	4.00

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA, LAND DEVELOPMENT CODE AMENDMENT **LDCT-2025-4**, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, AMENDING CHAPTER 9, SECTION 960, PUBLIC NOTICE, SUBSECTION 960.A TYPES OF PUBLIC NOTICE, TO CHANGE THE DISTANCE FOR WHICH MAIL NOTICES ARE TO BE SENT TO AREA PROPERTY OWNERS FROM 500 FEET TO 1,000 FEET; 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 Local Government Comprehensive Plan and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt 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 April 2, 2025; and

WHEREAS the proposed text amendment to the Polk County Land Development Code is intended to expand the area for which mail notices are sent for public hearings from 500 feet to 1,000 feet; and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

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 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 April 2, 2025, 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.

SECTION 2: Chapter 9, Section 960, Public Notice, subsection 960.A, Types of Public Notice, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 960 Public Notice (Revised 02/05/19 - Ord. No. 19-008; 03/07/12 - Ord. 12-009)

This Section contains notice requirements for public hearings for all applications that are subject to the public notice requirements of this Code and Florida Statutes. Unless otherwise provided by law, regulation, or decision, addresses for a mailed notice required by this Chapter shall be obtained from the records of the Polk County Property Appraiser. The failure of any person to receive notice shall not invalidate an action if a good faith attempt was made to comply with the notice requirements.

A. Types of Public Notice (Revised 02/05/2019 - Ord. No. 19-008)

The types of public notice Polk County shall provide for public hearings shall be as follows:

Legal Ad in Newspaper - Legal ads for public notice shall be in accordance with Florida Statutes. The expense of all newspaper publications shall be borne by the applicant. Except as otherwise denoted with "(N)" in Table 960, a legal ad shall mean a publication on a publicly accessible website designated by the County and in accordance with F.S. Chapter 50. Notwithstanding the foregoing sentence, pursuant to Resolution 24-125,

legal ads shall be published on a publicly accessible website in accordance with F.S. Chapter 50 and in the newspaper.

Newspaper advertisements for variance or special exception hearings have no size requirement and may be placed in the classified ad section of a newspaper.

Notice by Mail - Notice to affected property owners shall be per Florida Statutes. In addition, notice by mail shall be sent to all persons who own property within ~~500~~ 1,000 feet of the property that is the subject of the proposed action as shown on the current year's tax rolls of the Polk County Property Appraiser. Should this delineation result in fewer than 12 different landowners, additional adjacent landowners shall be noticed so that a minimum of 12 are notified. Information on the Notice by Mail shall include, a case name and number, a description of the proposed action before the Land Use Hearing Officer, Planning Commission or BoCC, a brief description of the property involved (if applicable), and the time, date, and place of the hearing. The expense of the notice by mail shall be borne by the applicant.

For Development Agreements only, the Notice by Mail shall specify:

1. The day, time, and place of the first public hearing on the proposed Development Agreement and a statement that the day, time, and place of the second public hearing will be announced at the first public hearing;
2. The location of the land subject to the Development Agreement;
3. The development uses proposed on the property, the proposed residential densities, and the proposed building intensities and height;
4. Instructions for obtaining further information regarding the request, including where a copy of the proposed agreement can be obtained.

For variances, special exceptions, and temporary special exceptions, notice by mail shall be sent to all persons who own property within 250 feet of the property that is the subject of the proposed action as shown on the current year's tax rolls of the Polk County Property Appraiser. Information on the Notice by Mail shall include a case name and number, a description of the proposed action before the LUHO, a brief description of the property involved, and the time, date, and place of the hearing.

Posting Sign - property under consideration shall have sign(s), provided by the Land Development Division, posted at least 15 days prior to the scheduled hearing date. The sign(s) shall specify that a land use action on the property is under consideration by either the Planning Commission, the LUHO, or the BoCC and shall specify the time, date and place of the public hearing(s). The sign(s) shall be no less than 18 inches by 24 inches in size, produced with a bright noticeable color and placed in sufficient numbers and suitable locations so as to be easily seen by the public. All property frontages on public rights of way shall be posted and shall in no case be posted with less than one sign per 500 feet of road frontage, unless a more effective posting of signs based on the size and location of the property under consideration is determined by the Land Development Director or their designee.

...

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 this _____ day of _____, 2025.

LDCT-2025-4 - Mailers Amendment

Menu

Reports

Help

Application Name: [Mailers Amendment](#)

File Date: [02/17/2025](#)

Application Type: [BOCC-LDC Text Change](#)

Application Status: [In Review](#)

Application Comments:

View ID	Comment	Date
---------	---------	------

Description of Work: [Mailers Amendment](#)

Application Detail: [Detail](#)

Address: [330 W CHURCH ST, BARTOW, FL 33830](#)

Parcel No: [253006393000000172](#)

Owner Name: [POLK COUNTY](#)

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Erik Peterson		Applicant	Mailing, 330 W Church ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #
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Job Value: [\\$0.00](#)

Total Fee Assessed: [\\$850.00](#)

Total Fee Invoiced: [\\$0.00](#)

Balance: [\\$0.00](#)

Custom Fields:

LD_PUBL_HEAR	
PUBLIC HEARINGS	
Development Type	Application Type
Board of County Commissioners	Government Project
Variance Type	Brownfields Request
-	-
Affordable Housing	

GENERAL INFORMATION

Expedited Review	Number of Lots
	-
Will This Project Be Phased	Acreage
	0
DRC Meeting	DRC Meeting Time
02/27/2025	12:00 PM
Rescheduled DRC Meeting	Rescheduled DRC Meeting Time
-	-
Number of Units	Green Swamp
-	No
Is this Polk County Utilities	Case File Number
	-
FS 119 Status	One Year Extension
Non-Exempt	-

ADVERTISING

Legal Advertising Date	BOCC1 Advertising Date
-	-
BOCC2 Advertising Date	Advertising Board
-	Board of County Commissioners

MEETING DATES

Community Meeting	Planning Commission Date
-	04/02/2025
BOA Hearing Date	1st BOCC Date
-	04/15/2025
2nd BOCC Date	
05/06/2025	

HEARING

PC Hearing Results	PC Vote Tally
-	-
BOCC 1st Hearing Results	BOCC 1st Vote Tally
-	-

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

FINAL LETTER
Denovo Appeal

Denovo Results

Denovo Tally

LD_PUBL_HEAR_EDL
Opening DigEplan List...
DigEplan Document List
[Open](#)

PLAN REVIEW FIELDS
TMPRecordID
[POLKCO-REC25-00000-006W7](#)
RequiredDocumentTypesComplete
[No](#)

DocumentGroupforDPC
[DIGITAL PROJECTS LD](#)
AdditionalDocumentTypes
[Applications, AutoCad, File Binding, Site Plans \(PDs, Yes and CUs\), CSV, Calculations, Correspondence, Design Drawings, Flood/Traffic Studies, Impact Statement, Inspections, Miscellaneous, Plats, Record Drawings, Response Letter, Resubmittal Complete, Staff Report/Approval Letter, Survey, Title Opinion](#)
RequiredDocumentTypes
[Activate DPC](#)
DigitalSigCheck
[Yes](#)

Activate FSA
[Yes](#)

NOR
Neighborhood Organization Registry (NOR)

PUBLIC MAILERS
Posting Board Number of Boards (Number) Number of Mailers (Number) Date Mailed Date Posted NOR

Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	Application Submittal	Lyndsay Rathke	Application ...	02/18/2025	Lyndsay Rathke
	Surveying Review	Mike Benton			
	Roads and Drainage Review	Phil Irvén	Approve	02/19/2025	Phil Irvén
	Engineering Review	Rodney Isaac			
	Fire Marshal Review	Kim Turner			
	Planning Review	Erik Peterson			
	School Board Review	School District	Not Required	02/18/2025	School District
	Review Consolidation	Lyndsay Rathke			
	Public Notice				
	Staff Report				
	Planning Commision				
	BOCC Hearing				
	Final Letter				
	DEO Review				
	Second BOCC Hearing				
	Archive				

Condition Status:	Name	Short Comments	Status	Apply Date	Severity	Action By
Scheduled/Pending Inspections:	Inspection Type	Scheduled Date	Inspector	Status	Comments	
Resulted Inspections:	Inspection Type	Inspection Date	Inspector	Status	Comments	

Increase the Distance of Mailed Notices to 1,000 feet

This Board-initiated request proposes to amend the Land Development Code Chapter 9 Section 960 Subsection A, Types of Public Notice to increase the mailed distance for which there is a public hearing set forth by the Planning Commission and Board of County Commissioners from 500 feet to 1,000 feet.

- A random sample of cases over the past few years were examined for how many new mailers would be required under the new distance.
- The mailing costs varied with some cases receiving more mailed notices than others. This is due to the locational differences of each case.
- When compared to the application fee itself, the average cost increase for mailed notices per hearing is minimal.



Polk County
Board of County Commissioners

Agenda Item N.5.

6/17/2025

SUBJECT

Public Hearing to consider the adoption of LDCT-2025-3, a County-initiated request to consider the adoption of an LDC Text amendment to multiple sections, to address stressed drainage basins, and improve stormwater management standards. (Adoption Hearing) (Continued to July 15, 2025)

DESCRIPTION

This is a County-initiated request for an LDC Text amendment Chapter 1, Section 105, Relationship To Other Regulations, to incorporate the “Stressed Drainage Basin Map” into the code by reference; amending Chapter 2, Section 227, Filling and Excavating, to require stem wall foundations under certain circumstances; amending Chapter 7, Section 703, Concurrency, and Section 740, Storm Water Management, to add standards for stressed drainage basins; amending Chapter 10, Definitions, to add a definition of Stressed Drainage Basins; amending Appendix A, Section A102.E, Seasonal High-Water Table, to require crushed concrete in high ground water table conditions. State law requires one Planning Commission hearing, which was held on April 2, 2025, where the Planning Commission recommended Approval (Vote:7:0).

This hearing was originally scheduled for May 6, 2025, but was postponed due to consideration of recent state legislative action. 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

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

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Land Development Division
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POLK COUNTY DEVELOPMENT REVIEW COMMITTEE STAFF REPORT

DRC Date:	February 6, 2025	Level of Review:	4
PC Date:	April 2, 2025	Type:	LDC Text Amendment
BoCC Date:	April 15, 2025	Case Numbers:	LDCT-2025-3
	May 6, 2025	Case Name:	Stressed Basins and Stormwater Management
	June 17 2025		
Applicant:	Polk County	Case Planner:	Erik Peterson, AICP

Request:	An LDC text amendment amending Chapter 1, Section 105, Relationship To Other Regulations, to incorporate the “Stressed Drainage Basin Map” into the code by reference; amending Chapter 2, Section 227, Filling and Excavating, to require stem wall foundations under certain circumstances; amending Chapter 7, Section 703, Concurrency, and Section 740, Storm Water Management, to add standards for stressed drainage basins; amending Chapter 10, Definitions, to add a definition of Stressed Drainage Basins; amending Appendix A, Section A102.E, Seasonal High-Water Table, to require crushed concrete in high ground water table conditions; providing for severability; providing an effective date.
Location:	n/a
Property Owner:	n/a
Parcel Size (Number):	n/a
Development Area:	n/a
Nearest Municipality:	n/a
DRC Recommendation:	Approval
Planning Commission Vote:	7:0 Approval

The changes to Chapter 1, Section 105, Relationship to Other Regulations:

- Adding Generalized 100-year Storm Event Closed and Stressed Drainage Basin Map to the listed of maps adopted by reference into the LDC.
- Map is described to include sub-basins within the Alafia River, Hillsborough River, Peace River, Kissimmee River, and St. Johns River basins. Notable areas include, but are not limited to, Itchepackasassa Creek, Blackwater Creek, Peace Creek, Kathleen Drain, Fish Hatchery Drain, Crooked Lake, and lakes created by former mining in the area of the Christina Development.
- Boundary determinations at the discretion of the County Engineer

The changes to Chapter 2, Section 227. Filling and Excavating Land:

- Modifying exemptions to apply to 227.B.3 and not Florida Building Code, Section 630 elevation requirements, or additional call for stem walls.
- Adding stem wall requirement where finished floor elevation is greater than 1:4 rise over run.

The changes to Chapter 7, Section 730.H, Storm Water Management:

- Differentiating the Code Section stormwater concurrency in Section 703 and stormwater management standards in Section 740.
- Changing Level of Service Standard for drainage structures on local roads from 10-year to 25-year storm.
- Changing Level of Service Standard for drainage structures on collector roads from 25-year to 50-year storm.

The changes to Chapter 7, Section 740, Storm Water Management:

- Changing Mean Sea Level (MSL) Datum to North American Vertical Datum 1988 (NAVD88)
- Requires an increase in the minimum residential finished floor elevation and flood proofing elevation for commercial sites from one (1) foot above the established base flood elevation (BFE) to 2½ feet above BFE.
- Requiring engineers to consider the effect of a 100-year storm upstream development in stormwater system design and demonstrate that the system can convey such flow without causing adverse effects.
- Require stormwater system emergency overflow to handle 125% of the system's designed flow.
- Requires post-development runoff to be no greater than 80% of the pre-development condition.
- Emphasizes that stormwater requirements also apply to the construction phase of the project.
- Require the site contractor to be responsible to remedy drainage problems caused to off-site properties during construction.
- Additionally, water quality standards shall apply to all phases of development including construction.

The addition to Chapter 10, Definitions:

- Add definition for a Stressed Drainage Basin.

The changes to Appendix A, Section A102.E Seasonal High-Water Table:

- Require crushed concrete when the seasonal high ground water table or high-water elevation is less than one and one-half feet below the proposed roadway base.
- Delete references to outdated materials.

Effective Date: June 17, 2025.

Terminology

STEM WALL FOUNDATION - A type of raised foundation that uses a short, concrete or masonry wall (the stem wall) built on top of a footing to support a structure.

BASIN - geographical area defined by topographic ridges

- **OPEN BASIN** - storm water runoff flows down gradient to a receiving water body
- **CLOSED BASIN** - there is **no outlet for runoff** other than percolation

100-YEAR FLOOD HAZARD AREAS (FLOOD ZONES) – 1 in 100 chance or 1% chance of flooding this year.

FLOODWAYS – areas reserved to discharge the base flood without cumulatively increasing the water surface elevation.

STORM EVENT – amount of rainfall measured over a 24-hour period. A 25-year event is a 1 in 25 chance of occurring in a given year. A 100-year event is a 1 in 100 or 1% chance.

DETENTION - collection and temporary storage of storm water in such a manner as to provide for treatment.

RETENTION - storage of stormwater where discharge is only by percolation through soil or evaporation

OUTFALL – stormwater water released from a drainage structure.

DRAINAGE STRUCTURE - constructed for the purpose of diverting, passing, conveying, storing, or carrying storm water.

FREEBOARD - additional height above a flood level for purposes of floodplain management.

Summary:

The past summer tropical season brought a heightened awareness of how important it is to control and manage stormwater when developing lands in Florida. Not only is there fear of what a hurricane event can cause, but also the more common occurrence of heightened rain events in succession. Staff have known for some time that there are parts of the County where natural drainage systems cannot assimilate high amounts of rainfall in a short period of time. When development is proposed in these areas, staff have advocated for more enhanced drainage designs to manage higher amounts of rainfall onsite and minimize the offsite impact. This proposed amendment addresses stormwater management in these areas of the County challenged by drainage limitations. In addition to stormwater management, this amendment also enhances flood and drainage protections for other aspects of land development such as minimizing the amount of drainage displacement between structures in close proximity, higher finished floor elevations in flood prone areas, and improvements to road design in flood prone areas.

Polk County is the headwaters to seven rivers in Florida. Six of them flow to the Gulf and one to the Atlantic. These river systems gain much of their flow through a series of drainage basins that funnel water to their tributaries. In drainage management, engineers analyze the effects of stormwater runoff on and offsite by gaining an understanding of the drainage basin or basins that affect the property they are developing. When the data shows that there is a clear path for drainage to flow from offsite to these river systems, the area is considered an open basin, or in engineering terms, a positive outfall. When there is not a clear path to these waterways, the basin is labeled as closed. When the basin is closed there is no other way to discharge stormwater other than percolation into the ground or evaporation into the atmosphere. In these areas, a much higher standard of stormwater management must be provided within a development to ensure adequate protection of structures and inhabitants. There are also drainage basins that may function as open under normal circumstances but perform the same as closed basins during periods of higher rainfall. Staff refer to these as stressed basins. This amendment sets forth analysis and design standards to determine and construct the proper drainage system to prepare for the types of rain events that are common in Polk County.

Data and Analysis Summary

Major storm events often create flooding incidents in the County for which the Polk County Roads and Drainage Division is called in to recover infrastructure and identify means to reducing the effects of future storm events. They have conducted and commissioned numerous studies of various drainage basins within the County in order to understand why certain areas continually endure damage as a result of these major events. These studies have identified basins that are open, closed, and stressed.

Staff have reviewed common home construction methods and found that stem wall foundations can be a preventative measure to reduce localized flooding between homes, especially in areas where existing homes in the development were built to lesser drainage standards.

Staff have reviewed the County's history of drainage regulations and found much of the development that occurred prior to the Comprehensive Plan were not designed to address the type of rain events that are more common today.

Staff have reviewed the stormwater design regulations of other Counties in central Florida along with the cities that contain the drainage basins found to be stressed. Staff found that the County's

current standards are better than most. Since the cities in the County have required less accommodation for higher rainfall events and much of the development in the unincorporated areas is downstream of the cities, this must be factored into the design of future development.

Staff have met with the Polk County Builders Association and held discussions with local engineers and site development contractors regarding methods for improving stormwater management and design during all stages of the development process.

Findings of Fact

1. *The request is a Land Development Code text amendment to Chapter 1, Section 105, Relationship To Other Regulations, to incorporate the “Stressed Drainage Basin Map” into the code by reference; amending Chapter 2, Section 227, Filling and Excavating, to require stem wall foundations under certain circumstances; amending Chapter 7, Section 703, Concurrency, and Section 740, Storm Water Management, to add standards for stressed drainage basins; amending Chapter 10, Definitions, to add a definition of Stressed Drainage Basins; amending Appendix A, Section A102.E, Seasonal High-Water Table, to require crushed concrete in high ground water table conditions.*
2. *This amendment applies to all new developments proposed in the unincorporated areas of the County and within the right-of-way of all County maintained roads.*
3. *Section 105 of the Land Development Code incorporates the Comprehensive Plan Map Series, Subdistrict Map Series, and the Sidewalk District Map by reference into the Land Development Code.*
4. *Section 227 of the Land Development Code regulates the filling and excavating of individual properties within the unincorporated areas of the County.*
5. *Section 703 of the Land Development Code sets forth all the requirements that ensure that development is concurrent with infrastructure per Section 163.3180 of the Florida Statutes.*
6. *Section 740 of the Land Development Code provides the design standards for a Storm Water Management Plan that is required for all development in the unincorporated areas of Polk County and in the right-of-way of all Polk County maintained roads.*
7. *Chapter 10 of the Land Development Code is dedicated to defining all pertinent terms in the Land Development Code.*
8. *Appendix A, Section A02 of the Land Development Code provides detailed engineering standards for drainage system design.*
9. *SECTION 3.104 – STORMWATER MANAGMENT of the Comprehensive Plan establishes the County’s objective to ensure that no stormwater management plan increases the impact of stormwater discharge more than that occurring in a predeveloped state.*
10. *Chapter 163.3180 of the Florida Statutes requires that local governments ensure that there is adequate capacity of drainage facilities to serve new development concurrent with final approval.*
11. *This amendment does not change the regulation of development in the Green Swamp Area of Critical State Concern.*
12. *This proposed amendment provides a definition in Chapter 10 of the Land Development Code for the identification of a stressed basin.*

13. *Planning staff has reviewed the land development requirements of 11 central Florida counties that bear commonalities with Polk and the five (5) municipalities that contain stressed drainage basins within the County. Staff found that four (4) of the 11 counties rely on only the minimum standards required by state agencies. Only one of the cities within Polk accounts for higher-than-normal rainfall in their stormwater design standards.*
14. *Only four (4) of the 11 counties surveyed require the entire volume of runoff created by a new development to be held onsite for the duration of the storm event before releasing it downstream. This has been a standard in Polk County since 1991.*
15. *Three (3) of the 11 counties surveyed and three (3) of the cities in Polk do not address how to design a development's drainage system within a closed basin where there is no positive outfall for its rainfall to go if a higher volume rainfall event is experienced.*

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-2025-3.

Planning Commission Recommendation:

At an advertised public hearing on April 2, 2025, the Planning Commission voted 7:0 to recommend APPROVAL of LDCT-2025-3 to the Board of County Commissioners after hearing public testimony.

Analysis:

Polk County is different from other counties in central Florida. Rivers do not flow through Polk County, they begin here. The rivers begin with a series of contributing basins. Connections between basins can be slow and easily blocked causing them to back up during peak rainfall. As the basins develop with new homes, businesses, and the roadway infrastructure it takes to support them, these connection weaknesses become more prevalent. Drainage requirements that were once thought to be adequate do not meet the new rainfall challenges. New development must not only manage the typical storm event within the development but also accommodate for inadequate systems upstream and capture more rainfall onsite before releasing it upstream so the basin as a whole can assimilate the growing quantities of stormwater flow. This amendment calls for changes to five sections of the code addressing the overall drainage system within development.

Addition of Closed and Stressed Basin Map

Much of the County lies within an open drainage basin where stormwater runoff drains into a storm sewer system that finds a larger drainage system that flows into a waterbody that eventually leads to the Gulf of Mexico or Atlantic Ocean in some northeastern parts of the County. However, there are several areas where there is no drainage outlet and the only option for stormwater runoff is to either percolate into the ground or evaporate into the air. There is a limited capacity for development in these areas and each addition of impervious surface must be countered with an equal amount of stormwater containment and storage. There are also areas that have a path to the sea, but it is constrained or slow. These are termed “Stressed Basins” in this amendment. The water management districts refer to them as basins of concern. Although the drainage management standards have greatly improved in the unincorporated areas of the County since the 1990s, recent storm events and periods of high rainfall activity have shown that problems continue to occur in these areas if there is not adequate stormwater storage capacity within a development. These basins

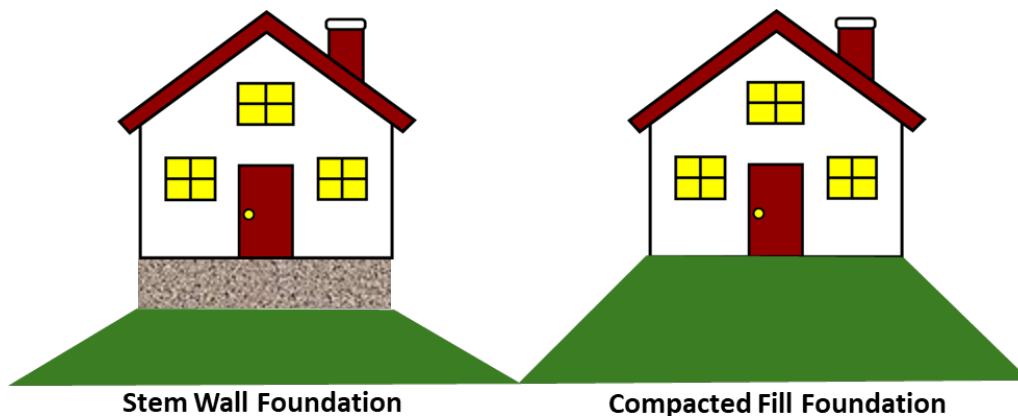
must be viewed as closed until further analysis proves otherwise in order to ensure that new development is not making matters worse in these areas.

All developments in the unincorporated areas have been required to be designed to accommodate the rainfall from a 25-year storm event for 24 hours or more onsite since the summer of 1991. This equates to approximately eight inches of rain in Polk County according to the Hydrograph for Zone 8 in Appendix A, Figure A-2. This is a higher standard than most jurisdictions. The standard for the Southwest Florida Water Management District has been a 25-year design for rainfall rate but not volume. In most jurisdictions, only the first inch is retained onsite for the full event which is the minimum requirement. The district has such a standard because its focus is on treatment upstream to downstream. Their focus is on improving the water quality of lakes and streams to lower turbidity and filter contaminants washed into surface waters. While we all agree that water quality is important, the County is more concerned with the quantity of rainfall and how it is received from upstream flow into a development and conveyed downstream neighboring developments. Treatment is a component of all storm drainage systems. Capture and conveyance of the system is important to protecting property owners from collateral damage of intensifying development within a drainage basin.

The basin map is generalized information and not static. It leads the project engineer and reviewing staff to seek more information before committing to a drainage plan.

Stem Wall Foundation Requirements

Recent storm events have uncovered many instances of localized flooding within older developments where there are existing homes built under lesser past standards and vacant lots are becoming occupied with new homes that are required to meet higher building standards. This discrepancy is often the result of new information with regard to the location of flood hazard areas that were not known prior. While most of this amendment is dedicated to improving drainage standards for site development as a whole, the requirement that stem wall foundation systems be used for individual homes under certain circumstances is addressing the internal drainage problems that can occur in existing developments between homesites. With stem wall foundations, when the slope of the fill exceeds a 4 to 1 slope (12.5%grade) there is less displacement of stormwater between homesites, and drainage is distributed with less velocity from property to property.



Changes to Stormwater Concurrency

Stressed basins should be treated like closed drainage basins for stormwater for all aspects of stormwater design standards. This amendment adds their reference to the drainage level of service standards in Section 703 of the LDC. Residential dwellings in flood hazard areas are required to be built to a finished floor elevation that is one foot above the 100-year base flood elevation. However, the drainage systems within the roadways of a development are only required to meet a 10-year flood event. While the homeowner is safe to stay in the home, the roadways to the home can become impassable during even a modest rain event. During the past three hurricanes, County staff have been unable to provide adequate response to residents in need due to roadways that were so far below standing water that no vehicles could reach them. This increase from the 10-year to the 25-year enables the roadways within a development to be safer and more passible during rain events. Additionally, collector roadway drainage standards are recommended to be built to a 50-year storm event regardless of rural or urban setting.

Changes to the Minimum Residential Finished Floor Elevation and Flood Proofing Elevation for Commercial Sites

The recommended changes in minimum finished floor elevations were identified as a need early on in the damage assessment following Hurricane Milton. There is also another amendment to Section 630 of the LDC to require this of all development in flood prone areas that will be heard in the months to follow. The impact and frequency of named storms that have passed through Polk County have presented the need to look beyond the standard 100-year storm. Our region faces more risk to flooding more than other parts of the US because our rainy season corresponds with hurricane season. Three times in the last decade parts of the County have experienced back-to-back high rain events. Even having only three 25-year events in succession has caused flooding in areas to reach above the 100-year BFE. This requirement of an added 1½ feet of elevation will help avoid severe and catastrophic damage to housing and businesses in the future.

Changes to Stormwater System Design and Modeling

The stormwater management requirements in the unincorporated County are higher than in most jurisdictions. While development in the entire state is required to at least meet a 25-year/24-hour storm design, they are only required to retain the first inch of run-off before releasing it from the property downstream. Within the unincorporated areas of the County, development is required to hold the rainwater onsite throughout the entire 24-hour event for a matching pre and post development volume and rate. That is on average an additional seven inches of rainfall. For many citizens that perceive new development to be the cause of future flooding problems, this actually improves the drainage control in an area post development, but it is not enough to ensure that residents are adequately protected based on recent events. After the last three hurricanes that crossed Polk County, several weaknesses in the County's stormwater system design standards were realized. One of those was that the designer is not required to take into account what happens if upstream properties also experience the same high rainfall without holding back portions of the storm event.

The current standards assume everyone else around is building to the same standards ignoring that much of the existing development in the County was built prior to our current codes. The County did not have an ordinance that provided specific standards for stormwater management until 1988. All development that occurred prior was designed to what the development personnel involved believed was appropriate. The proposed ordinance requires the development design engineer to

consider the effect of a 100-year storm upstream of the proposed development in stormwater system design and demonstrate that the system can convey such flow without causing adverse effects.

The proposed ordinance requires an increase in the amount of rainfall that is held beyond the pre-post volume and rate match for the 24-hour duration. Staff propose that only 80% of the development's stormwater volume be released and 20% held back to either percolate or evaporate. This will result in new developments improving drainage in an area where drainage systems are marginal. This is a necessity since much of the County's existing developments and nearby developments within the cities lack adequate drainage systems.

Crushed Concrete Requirement for High Groundwater Table

Soil cement is no longer considered a viable option for roadway construction material. It is especially inferior when the seasonal high-water table is close to the surface so much that it inundates the road base.

Benefit-cost Analysis of the Amendment:

This amendment brings with it many benefits to new and existing residents and property owners, but it also comes with greater costs to land developers. However, those costs can be offset with more flexible development standards and reductions in liability.

Who does it help?

This ordinance will help the residents in new residential development. It will also benefit residents nearby new development because it requires new development to design beyond the current standards. These standards improve drainage design standards within new developments to meet the realities of Florida's tropical environment and build a more resilient community as more growth continues to occur in Polk County. Development under these standards will provide greater protection for private property, the structures built upon it, and their inhabitants.

The standard length of a home mortgage is 30 years. During that period, there is a one in four chance or greater that the home will experience a 100-year storm event. These requirements ensure that the drainage system of a new residential development is designed with consideration of that possibility and how the flow of stormwater from offsite will be addressed within the development to prevent damage from occurring to the homes. They will also ensure that the roadways in the development are more passable for residents to leave and for emergency vehicles to arrive, if necessary, during and after a major storm event.

Who does it hurt?

These changes will require more land within most residential and non-residential developments to be dedicated to onsite stormwater management because it will require larger facilities to contain water for longer periods during rain events. If more land is required for stormwater management, then less land is available for development. However, this is a pay now or pay later decision. Without proper stormwater design standards, homeowners will continue to experience property loss during above average rain events. These standards will also help to remove the drainage and flooding arguments against new developments.

These changes will require engineers designing residential and non-residential developments to gather and analyze more data regarding offsite drainage patterns. This may require more labor and

will be more time-consuming thereby increasing the cost of development design. However, these added standards help to protect the design engineer from liability claims that come when they point to new developments as cause of on or offsite flooding.

What is the cost?

A Business Impact Estimate pursuant to FS 125.66 (3)(a) has been prepared as an attachment to the casefile. Staff met with the Polk County Builders Association on November 7, 2024, to discuss the changes contemplated for the ordinance. Staff also held roundtable discussions with site contractors and testing labs recently and shortly after Hurricane Milton. Valuable feedback was provided at these meetings that has led to the recommended standards. Many engineers and contractors have been practicing the requirements of this amendment for a long time because it makes sense for the overall Polk County environment.

The cost of requiring a larger amount of land dedicated to stormwater management can be mitigated in residential development by developing more vertically and reducing lot size requirements.

Regulatory History:

Polk County has worked to improve standards for managing stormwater and flooding. Polk County adopted its first Flood Prevention Ordinance in 1977. It required all residences to construct the lowest floor above the base flood elevation. It was amended in 1981 to require development in the 100-year flood hazard areas to avoid causing the base flood elevation to be raised more than one foot. It also required septic tanks to be designed so that they were not impaired during flooding.

The subdivision regulations adopted in 1979 required a 100-year design for stormwater retention if there was no positive outfall (closed basin). Stormwater management plans were not required until the late 1980s with the adoption of Ordinance 88-04. It is not until 1990 that homes built within a 100-year flood hazard area were required to build their first-floor surface one foot above the 100-year floodplain elevation with an amendment to 88-04.

The first introduction of the pre-post rate and volume match came with the adoption of the Comprehensive Plan in April of 1991. It was at that time that Polk County's drainage standards exceeded the standards of most cities in Polk and Hillsborough County. With the adoption of the Green Swamp Critical Area Resource Management Plan in 1994, the County required development within the Green Swamp to hold the 25-year event volume for 14 days.

Limits of the Proposed Ordinance:

The drainage standards proposed in this amendment will apply to the unincorporated areas and development within the rights-of-way on County maintained roads within cities. There is a significant amount of area within stressed and closed basins that is within city limits. Lakeland, Mulberry, Winter Haven, Dundee, Lake Wales, Lake Hamilton, Frostproof, and Bartow have annexed into these stressed basins. Their stormwater standards are less than the County's current standards. This ordinance will be less effective in areas annexed into these cities unless these governments can be convinced that greater standards are necessary. For the most part the cities are upstream of many of the problem areas. But as they continue to sprawl into them, drainage problems will become more prevalent.

Staff plan to present these changes to development staff members in the city of Lakeland and Winter Haven once the Board has adopted them. Through proper channels and processes, staff will work to encourage the cities to consider strengthening their drainage rules.

Since this amendment applies to all residential and non-residential lots or parcels within the unincorporated areas of the County regardless of the Future Land Use Map district, it includes the Green Swamp Area of Critical State Concern. Florida Commerce requires a 45-day review on all policy changes affecting development in the Green Swamp Area of Critical State Concern regardless of whether it has a direct relationship to the primary purpose of the Critical Area, which is aquifer recharge and protection.

Staff discovered a significant amount of flooding in the Green Swamp during damage assessment conducted after the last four hurricane events. This amendment will improve upon a few of the development standards. But the 14-day retention requirements are still the most effective drainage protection measures in the critical area. This request will be reviewed by the Florida Commerce Community Planning Department Areas of Critical State Concern Program. Staff believe that this amendment will not undermine the standards in the Critical Area since it does not change the special stormwater requirements in the Green Swamp. It will further improve the standards of the Critical Area.

Comparisons to other Jurisdictions:

Staff commonly survey counties on the I-4 corridor for regulatory comparisons because they are most closely similar to Polk. Some of the abutting counties are reviewed along with the two largest cities within the County. Alachua is reviewed because of similar demographic and urban-rural mixtures. The major cities that include stressed basins were also surveyed for comparison. This method of selection creates a survey of 16 total local jurisdictions. In the survey of these jurisdictions staff reviewed the standard stormwater designs, standards for areas without a positive outfall, whether or not pre-post volumes were maintained onsite, and drainage designs for local and collector roads. A summary of the survey results is provided in Table 1 to follow.

Polk County has the higher standards for drainage out of the entire survey. The majority of jurisdictions rely on the water management districts to dictate the stormwater standards, but those are only intended to be the minimum standard. They do not meet the needs of the unincorporated areas of Polk County. Understanding the focus of the district is on water quality first, Polk County has experienced so many extensive rain events that we are compelled to focus on volume in our regulations.

Table 1

Jurisdiction <i>(Code citation)</i>	Stormwater Standards with a Positive Outfall	Stormwater Standards <u>Without</u> Positive Outfall	Is there a Pre-Post Match for Volume?	Roadway Drainage Design Standards?
Alachua County <i>Article IX, Section 407.91</i>	Design “such that the peak rate of discharge does not exceed the predevelopment peak rate of discharge for storm events up to and including the 100-year storm.”	Retain “the total volume of stormwater runoff from the contributing watershed for the 100-year critical duration storm event.”	Yes	Design “so that the edge of pavement is at or above the basin's design high water elevation for the 100-year critical storm event up to the 100-year 24-hour storm event.”
Brevard County <i>Ch. 62, Article X, Section</i>	“25 year, 24 hour”	“25 year, 96 hour total retention”	Yes.	“Streets shall be designed so that the lowest crown

Table 1

Jurisdiction (Code citation)	Stormwater Standards with a Positive Outfall	Stormwater Standards <u>Without</u> Positive Outfall	Is there a Pre-Post Match for Volume?	Roadway Drainage Design Standards?
62-3751 thru 62-3755				elevation is at or above the 25-year peak flood stage.” Roadside swales, swales, channels 10 year, 24 hour
Hardee County <i>Sec. 5.11.00 LDR</i>	Minimum SWFWMD standards	Minimum SWFWMD standards	No. Minimum SWFWMD standards	No
Highlands County <i>Section 12.12.400</i> <i>Section 03.100 thru 03.103</i>	Minimum SWFWMD standards	Minimum SWFWMD standards	No. Minimum SWFWMD standards	“Limit the quantity of storm sewer water flowing in road to a depth of 1 inch below the crown of local roads and 2 inches below the crown of collector and arterial roads, but in no case shall it flood more than ½ the width of the outside lane on any road regardless of its functional classification”
Hillsborough County <i>Article VI, Sec. 6.02.11</i>	Minimum SWFWMD standards	Minimum SWFWMD standards	No. Minimum SWFWMD standards	No
Lake County <i>Sec. 9.06.00 LDR</i>	25-year/24 hour	“provide extended Detention for the difference in volume of Stormwater Discharge for pre-Development and Post-Development conditions from the 25-year, 96-hour Storm Event. ”	No. Only for closed basins.	Stormwater Flooding for all Arterial and Collector Roads shall not exceed one-half (½) of the Roadway width. For all Local Roads Stormwater Flooding Shall not exceed the crown of the Road for the 10-year, 24-hour storm.
Manatee County <i>Ch 8, Sec.801.3</i>	Minimum SWFWMD standards	“In certain watersheds in Manatee County which are known to flood, the rate of runoff shall be reduced by fifty (50) percent , or as determined by Public Works staff.”	No. Minimum SWFWMD standards	No
Orange County <i>Article VII, Section 34-226 thru 34-268</i>	25-year frequency/24-hour duration storm	“Where a positive outfall is not available, the site shall be designed to retain 100-year frequency/24-hour duration storm on-site.”	Rate match, 50% of volume retained for 72 hours.	25year/24hour design for Collector Roads 10year/24hour design for Local Roads
Osceola County <i>Sec. 4.5.1</i>	May “not exceed the pre-developed peak rate of discharge from the site, during a 10-year / 72-hour storm event”	“the volume of runoff for the 100-year/24-hour storm event shall be retained on-site. At least fifty percent (50%) of the 100-year/24-hour storm event volume shall be recovered within fourteen (14) days”	Yes.	50year/24hour design for Collector Roads 10year/24hour design for Local Roads
Seminole County <i>Transportation Standards Manual</i>	System shall limit peak off-site discharges to predevelopment rates. Design to drawdown 50% of the water quality treatment volume within	100-Year, 24-Hour Total Retention (25-Year, 96-Hour)	Rate match, 50% of volume retained for 24 hours.	10-Year, Hydraulic Gradient Line. 1’ below the gutter line on collector roads ½’ below gutter line on local roads.

Table 1

Jurisdiction <i>(Code citation)</i>	Stormwater Standards with a Positive Outfall	Stormwater Standards <u>Without</u> Positive Outfall	Is there a Pre-Post Match for Volume?	Roadway Drainage Design Standards?
	24-30 hours or the entire pond volume within 14 days.			
Volusia County <i>Art.III. Div.8 Sec.72-776 thru 72-784</i>	24-hour, 25-year frequency storm, volume difference may be released over not less than a 24-hour, nor greater than a 72-hour period of time.	“The discharge hydrograph produced for the developed or redeveloped site shall not exceed, in terms of peak flow and total volume, the hydrograph produced by conditions existing before any development occurred on site for a 24-hour, 100-year frequency storm.”	Yes.	No.
City of Dundee <i>Sec. 3.06</i>	25-year intervals, 24-hour duration the difference between pre- and post-development runoff volumes shall be detained onsite	“If the downstream facilities are inadequate to convey the peak discharge for the design rainfall above, the proposed development must accommodate that portion of runoff above the downstream system actual capacity” with protection to a 50-year, 24-hour rainfall.	Yes.	No.
City of Lakeland <i>Sec. 6.6</i>	Minimum SWFWMD standards	Minimum SWFWMD standards	No. Minimum SWFWMD standards	No
City of Lake Wales <i>Sec. 23-701 thru 23-709</i>	Minimum SWFWMD standards	Minimum SWFWMD standards	No. Minimum SWFWMD standards	No
City of Mulberry <i>Sec. 3.05</i>	Minimum SWFWMD standards	Minimum SWFWMD standards	No. Minimum SWFWMD standards	No
City of Winter Haven <i>Ch. 21 Art.III Div. 5 Sec21-161</i>	design shall be a twenty-five-year, 24-hour storm	No.	Yes.	Ten-year, 24-hour design storm

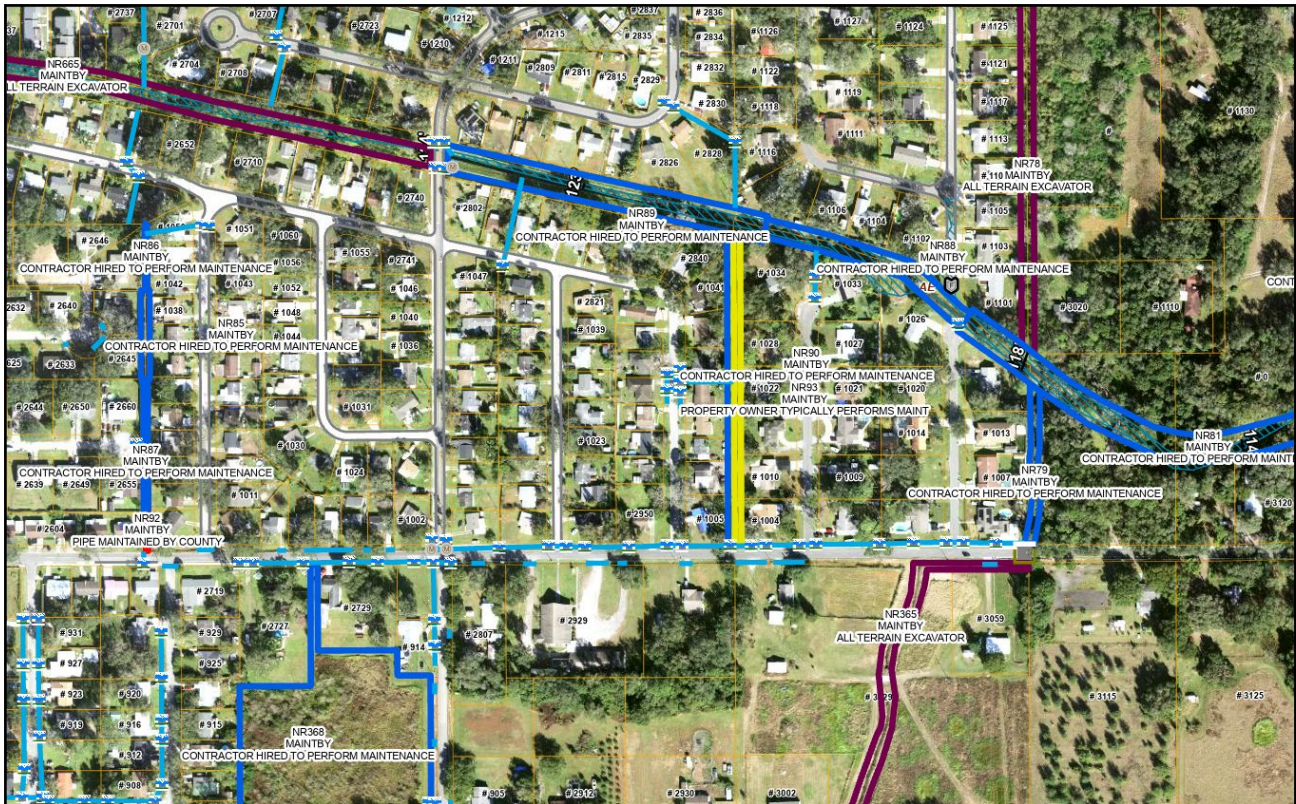
It is not enough to improve stressed basin drainage standards in the unincorporated area. Once this legislation is adopted, these standards need to be adopted within the city limits of Lakeland, Winter Haven, Mulberry, Lake Wales, Bartow, Dundee, and even Frostproof to provide the necessary flood protection that is needed in these constrained drainage basins.

Consistency with the Comprehensive Plan

The concept of Drainage Concurrency was established with the adoption of the original Comprehensive Plan in 1991 under Ordinance 91-02. Policy 3.104-A7 required all development from April 19, 1991, forward to be designed where the post-development storm water discharge matched the pre-development discharge for both rate and volume at a minimum 25-year storm event for a full 24 hours. With the adoption of the Land Development Code (LDC) in 2000, this requirement was further detailed in the code. The LDC also addressed the need for a 100-year volume containment when there was not a positive outfall for discharge beyond the 25-year/24-hour event. In 2013, specifics in the Plan were removed to provide more flexibility in the LDC.

Consistency with the Florida Statutes

There are many references in the Florida Statutes to the County's role in managing drainage. But none is as extensive as Chapter 157, titled Drainage by Counties. This statute enables landowners to petition the County to accept control and maintenance of drainage structures that affect multiple property owners. It also establishes funding mechanisms for taxation to pay for the maintenance of drainage structures. The implementation of this legislation has provided the foundation of the County's drainage network.



Stressed Drainage Basins/Watersheds

ORDINANCE NO. 25 - _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA, LAND DEVELOPMENT CODE AMENDMENT **LDCT-2025-3**, AMENDING ORDINANCE NO. 00-09, AS AMENDED, (ALSO KNOWN AS THE POLK COUNTY LAND DEVELOPMENT CODE); PROVIDING FINDINGS; AMENDING CHAPTER 1, SECTION 105, RELATIONSHIP TO OTHER REGULATIONS, TO INCORPORATE THE “STRESSED DRAINAGE BASIN MAP” INTO THE CODE BY REFERENCE; AMENDING CHAPTER 2, SECTION 227, FILLING AND EXCAVATING, TO REQUIRE STEM WALL FOUNDATIONS UNDER CERTAIN CIRCUMSTANCES; AMENDING CHAPTER 7, SECTION 703, CONCURRENCY, AND SECTION 740, STORM WATER MANAGEMENT, TO ADD STANDARDS FOR STRESSED DRAINAGE BASINS; AMENDING CHAPTER 10, DEFINITIONS, TO ADD A DEFINITION OF STRESSED DRAINAGE BASINS; AMENDING APPENDIX A, SECTION A102.E, SEASONAL HIGH-WATER TABLE, TO REQUIRE CRUSHED CONCRETE IN HIGH GROUND WATER TABLE CONDITIONS; 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 (the “LDC”) 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; 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 April 2, 2025; and

WHEREAS Application LDCT-2025-3 is a County-initiated application to amend the text of the LDC to improve current storm water management standards and address stressed drainage basins in light of past high rain periods and storm events; and

WHEREAS, the Board held two public hearings on April 15, 2025, May 6, 2025, and June 17, 2025, 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 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 April 2, 2025, 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.

SECTION 2: Section 105, Relationship to Other Regulations, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended in the following manner:

A. Maps

The following are hereby incorporated by reference and made a part of this Code as though fully set forth herein:

The "Comprehensive Plan Map Series" (Volume 2 of the Polk County Comprehensive Plan), including the "Future Land Use Parcel Level Detail Maps" (Volume 3), which designate the placement of land use categories established within the Future Land Use Element of the Comprehensive Plan and this Code. This map is also referred to as the "District Map."

The "Sub-District Map Series" (to establish Land Use Category Sub-Districts such as "RL-1," "RLB2," "RL-3," "RL-4," "BPC-1," "BPC-2," "INST-1," "INST-2," and "RCC-R").

The Sub-district boundaries indicated on the Districts map are not subject to the amendment requirements of F.S. Ch.163 so long as the Comprehensive Plan Future Land Use Map boundaries are not changed. Amendments to the Sub-District map Series shall adhere to the processes listed in Chapter 9 of the Land Development Code.

The "Sidewalk District Map" identifies areas within the unincorporated portion of the County where sidewalks are required of new development along the frontage of arterial and collector roads abutting the site under development. This map represents areas located within two miles of a public or charter school in the Transit Supportive Development Area (TSDA), Urban Growth Area (UGA), and Suburban Development Area (SDA) depicted on the Development Areas Map of the Future Land Use Map Series of the Polk County Comprehensive Plan. It also includes the Rural Cluster Center (RCC) Future Land Use category as depicted on the "Comprehensive Plan Map Series" (Volume 2 of the Polk County Comprehensive Plan). The policies referencing the Sidewalk District Map are located in Section 707, Sidewalks, in Chapter 7, Development Standards, of the Polk County Land Development Code.

The "Generalized 100-year Storm Event Stressed Drainage Basin Map" identifies areas within the unincorporated portion of the County where the discharge of waterflow is restricted and historical flooding has occurred. These include, but are not limited to, sub-basins within the Alafia River, Hillsborough River, Peace River, Kissimmee River, and St. Johns River basins. Notable areas include, but are not limited to, Itchepackasassa Creek, Blackwater Creek, Peace Creek, Kathleen Drain, Fish Hatchery Drain, Crooked Lake, and lakes created by former mining in the area of the Christina Development. Actual basin designations and their boundaries may be determined by the County Engineer during plan review.

B. More Stringent Regulation Shall Apply

Adherence to the regulations herein does not eliminate compliance with applicable Federal, State or other governmental authority regulations. If a conflict with those and this Code exists, the most stringent shall apply.

SECTION 3: Section 227. Filling and Excavating Land, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to as follows:

Section 227 Filling and Excavating Land (Added 09-12-07 Ord. 07-55)

Clearing and grubbing of upland property is permitted in the unincorporated areas of Polk County except where prohibited by habitat or tree preservation requirements within this Code, the laws of Florida or by Federal rules and regulations. However, the addition or removal of soils from a property is required to undergo review. The filling and excavating requirements are established in this section.

All property owners and building permit applicants are required to control erosion and retain all sediments on their building site. Erosion and sediment control "Best Management Practices" shall be implemented as necessary to prevent off-site sediment discharges. Best Management Practices (BMPs) include, but are not limited to, silt fencing, entrance/exit controls, stabilization, temporary sediment basins, berms, etc.

A. Exemptions (Revised 4/7/10; Ord. 10-013)

The following land use activities are exempted from ~~review under this sub-section 227.B.3 (adequate drainage system requirement)~~:

1. Residential dwellings on lots with a minimum width that is equal to or greater than 80 linear feet;

2. Residential development where the areas in which fill material will be placed no closer than 10 feet from the nearest property line;
3. Residential dwellings that are built on a stem wall foundation;
4. On-site sewage disposal systems installed as permitted by the Florida Department of Health;
5. Mining operations or soil excavation that will extract less than five acre/feet or 8,000 cubic yards of soil from the property when conducted in conjunction with an authorized development order or building permit. This exemption shall not apply to any site within 1,000 feet of another site under the same ownership that has been granted an exemption under this provision;
6. Soil excavation approved as part of site grading operations for development sites (not solely mining operations) with approved Level 2 Review plans, so long as the duration of the soil removal does not exceed six consecutive months. The Land Development Director may extend the duration up to an additional 90 consecutive days. This shall supersede the exemption provided for in subsection 5, above; and
7. Agricultural water management systems regulated by the water management district.
8. Replacement of a dwelling on an existing slab within two years of demolition.

B. Lot Grading

Within developments that have an approved lot grading plan, all filling or excavating of lots shall be consistent with such plan. When no such plan exists the following requirements shall apply:

1. Single-family dwellings, duplexes, triplexes, and mobile homes shall have the lowest floor, including the floor of an attached garage, elevated at least 18 inches above the crown of the road at the high side of the property or ~~12-24 inches above the base flood elevation~~ an elevation that satisfies the requirements in Section 630, whichever is higher. In areas of substantial relief where the lot grade may be below the crown of the road, the finished floor elevation shall be a minimum of 18 inches above the highest existing grade at the proposed building corner, unless shown otherwise in an approved engineering plan.
2. The finished floor of the proposed dwelling shall be consistent with ~~Section 1803.3 of the 2004~~ the Florida Building Code.
3. The permit applicant shall provide an adequate drainage system whereby either surface water runoff from normal rainfall events is retained on-site and does not drain onto adjacent properties, or is directed into a legal, positive outfall following BMP implementation. Choosing from the four lot grading plans provided, Types A, B, C, or D (figures 2.1 through 2.4), will expedite the review and inspection.
4. Stem wall foundations shall be required when the slope from the finished floor elevation is greater than one (1) foot rise for every four (4) feet horizontal distance.

...

SECTION 4: Section 730.H, Storm Water Management, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended in the following manner:

H. Storm Water Management Concurrency (Rev. 8/28/02 - Ord. 02-56)

1. The availability of adequate storm water management system capacity shall be determined by review of the phasing schedule and project data provided by the applicant, consistent with this Chapter and the Technical Standards Manual.
2. The adopted Level-of-Service standard shall serve as the minimum criterion for determining whether available drainage capacity exists pursuant to the Infrastructure Element and Table 7.3.
 - a. The following facilities shall meet Level-of-Service IV: existing man-made storm water facilities (i.e., canals, ditches, detention/retention ponds), and existing drainage structures (i.e., culverts and bridges) shall meet Level-of-Service IV.
 - b. Existing roads shall be maintained above the ten-year flood elevation; and the lowest elevation of the pavement edge of new roads shall be constructed and maintained above the 100-year flood elevation.
 - c. New and reconstructed drainage structures (e.g., culverts and bridges) which are related to arterial, ~~urban collector roads~~, and ~~rural major collector roads~~, shall meet Level-of-Service II.
 - d. New and reconstructed drainage structures related to ~~rural collector and~~ local roads shall meet Level-of-Service ~~IV~~III.
 - e. New and reconstructed storm water facilities in open drainage basins (i.e., ditches, canals, detention/retention ponds) shall be designed and constructed to meet Level-of-Service III.
 - f. New and reconstructed storm water facilities in stressed and closed drainage basins shall be designed and constructed to meet Level-of-Service I. Storm water facilities discharging to offsite roadways without existing storm sewers or drainage structures shall meet the Level-of-Service I, wherein it will have the ability to handle the post development peak volume.
 - g. Storm sewers and storm water facilities existing prior to November 18, 1992, shall be maintained to meet Level-of-Service V. New systems shall be required to meet Level-of-Service III for storm sewers, minor cross-drain culverts, and collector road culverts; and Level-of-Service III for arterial road culverts.
 - h. For new development and redevelopment, post-development peak discharge volumes and runoff rates shall not exceed the corresponding pre-development volumes and rates.
 - i. The applicant shall provide proper permitting documentation from the approving permitting agency for off-site areas used to receive or convey storm water discharge.

Table 7.3 Levels-of-Service Standards for Storm water

Level of Service	Ability to Handle		Capacity to Handle
	Drainage Structures (e.g., Bridges and Culverts)	Storm water Facilities (e.g., Ponds, Ditches, Canals)	Storm Sewer (e.g., inlets, pipe)
I	100 year, 24 hour storm event with 1 foot freeboard at allowed velocity	100 year 24 hour storm event at top of bank or berm	100 year storm event
II	50 year, 24 hour storm event with 1 foot freeboard at allowed velocity; 100 year, 24 hour storm event with no freeboard at allowed velocity	50 year 24 hour storm event at top of bank or berm	50 year storm event
III	25 year, 24 hour storm event with 1 foot freeboard at allowed velocity; 50 year, 24 hour storm event with no freeboard at allowed velocity	25 year 24 hour storm event at top of bank or berm	25 year storm event
IV	10 year, 24 hour-storm event with 1 foot freeboard at allowed velocity; 25 year, 24 hour storm event with no freeboard at allowed velocity	10 year 24 hour storm event at top of bank or berm	10 year storm event
V	3 year, 24 hour storm event with 1 foot freeboard at allowed velocity; 10 year, 24 hour storm event with no freeboard at allowed velocity	3 year 24 hour-storm event at top of bank or berm	3 year storm event

SECTION 5: Section 740, Storm Water Management, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 740 Storm Water Management Standards

A. Storm water Management Plan

Prior to issuance of any development permit, with the exception of minor commercial sites and minor subdivisions, each applicant must submit a Storm Water Management Plan for proposed development as follows:

1. It is the responsibility of the applicant to include in the Storm Water Management Plan sufficient information for the County Engineer to evaluate the environmental characteristics of the affected areas, the potential and predicted impacts of the proposed activity on community waters, and the effectiveness and acceptability of those measures proposed by the applicant for reducing adverse impacts. The Storm Water Management Plan shall contain maps, charts, graphs, tables, photographs, narrative descriptions and explanations and citations to supporting references, as appropriate to communicate the information required by this Section. For projects requiring a storm water or surface water management permit from the Florida Department of Environmental Protection, or any Water Management District, such permit shall constitute full compliance with Section 740. C (1), except the provisions on pre-post-match of runoff volume; (2); (3); (4); (5); (6); (10); (12); (13).
2. The Storm Water Management Plan shall contain:
 - a. A statement of the existing environmental and hydrological conditions of the site. Receiving waters and wetlands shall be described in detail, including the following:
 - i. The direction, flow rate, and volume of storm water runoff, as an

- existing condition and, to the extent practical, pre-development conditions.
 - ii. The locations of areas on the site where storm water collects or percolates into the ground.
 - iii. A description of all watercourses, water bodies, and wetlands on or adjacent to the site or into which storm water flows.
 - iv. Groundwater levels, including seasonal fluctuations.
 - b. Proposed alterations of the site shall be described in detail, including a statement of:
 - i. Changes in topography;
 - ii. Areas where vegetation will be cleared or otherwise killed.
 - iii. Areas that will be covered with an impervious surface and description of the surfacing material.
 - iv. The elevation in relation to ~~Mean Sea Level Datum (MSL)~~ North American Vertical Datum, 1988 (NAVD 88) of the proposed lowest floor elevation (including basement and garages), of all proposed buildings or substantial improvements in flood hazard areas. The proposed lowest floor elevation shall include consideration of the septic tank, absorption/drain field, and on-site well where those are required.
 - c. All components of the storm water management system and any measures for the detention, retention, or infiltration of water or for the protection of water quality shall be described in detail, including:
 - i. The channel, direction, flow rate, volume, and quality of storm water that will be conveyed from the site, with a comparison to existing conditions and, to the extent practical, pre-development conditions.
 - ii. Detention and retention areas, including plans for the discharge of contained waters, maintenance plans and predictions of water quality in those areas.
 - iii. Areas of the site to be used or reserved for percolation including a prediction of the impact on groundwater quality.
 - iv. A plan for the control of erosion and sedimentation which describes in detail the type and location of control measures and provisions for their maintenance.
 - v. Any other information which the applicant or the County Engineer believes is reasonably necessary for an evaluation of the development.
 - d. Construction plans and specifications for all components of the storm water management system.
3. The Storm Water Management Plan for a development shall be prepared by a professional engineer registered in the State of Florida.
 4. The placement of fill, during construction of any approved development, in areas of special flood hazard, shall be certified upon its completion by a professional Civil Engineer or Professional Surveyor and Mapper.
 5. The elevation in relation to Mean Sea Level (MSL) datum of the proposed lowest floor elevation (including basement), of all proposed buildings or substantial improvements.

B. Water Management Design Criteria

1. The hydrological requirements mandated by this Section shall be developed in accordance with the latest releases and revisions of the U.S. Department of Agriculture, Natural Resources Conservation Service's Technical Release Number 55 entitled, "Urban Hydrology for Small Watersheds" and SCS National Engineering Handbook, Section 4, "Hydrology." The Rational Method may be used for systems serving projects of less than ten acres total land area.
2. The design of water retention or detention structures and flow attenuation devices shall be subject to the approval of the County Engineer pursuant to the requirements of this Section.
3. Runoff computations shall be based on the most critical situation as provided in Table 7.3 (rainfall duration, Type II distribution and antecedent soil moisture condition) and conform to acceptable engineering practices using rainfall data and other local information applicable to the affected areas.
4. Composite coefficients used in runoff calculations using the Rational Method, shall not exceed the ranges recommended in, Section 4, Florida Department of Transportation (FDOT), Storm Water Management; or Composite Curve Numbers used in runoff calculations using the SCS Runoff Curve Number Method shall be in accordance with the latest edition of Urban Hydrology for Small Watersheds, Natural Resources Conservation Service (NRCS) Technical Release 55, or National Engineering Handbook (NEH-4).
5. The drainage area used in runoff calculations shall be the total contributing watershed area, either pre or post development, including areas beyond proposed site limits.
6. All storm water management systems shall be designed to enhance groundwater recharge while reducing pollution. However, in an area designated as a ground water recharge area, the applicant shall take all possible measures to limit runoff from the proposed site.
7. Sufficient easement, with slopes no steeper than 4:1 (horizontal to vertical), shall be provided around all storm water management systems for proper operation and maintenance. Easements shall be unobstructed and shall include ingress/egress to the storm water management systems.
8. The design high water elevation from runoff associated with the 100-year, 24-hour event shall be calculated through a detention/retention pond to establish the minimum residential finished floor elevation and flood proofing elevation for commercial sites. In no case should the residential finished floor elevations and flood proofing elevations be lower than 2.5' above calculated 100-year elevation or any flood elevation established by FEMA, whichever is higher. All finished floor elevations shall also comply with Section 630 of these standards.
 - a. Off-site contributions shall be included in the design high water elevation calculations.
 - b. Proper conveyance for the 100-year, 24-hour event shall be provided for both on and off-site contributions or demonstrate that the system can convey such flow without causing adverse effects including flow velocities. Design velocities shall be in compliance with Appendix A, Section A102 B.

9. New roads shall be constructed and maintained with the lowest elevation of the pavement edge above the 100-year flood elevation.
10. To prevent adverse effects to offsite properties or within the development, the stormwater design shall provide accommodation for discharge of runoff in excess of the required design storm, such as an emergency overflow or pipes designed for 125% of designed flow volumetric rate and corresponding velocities. If filtration devices are used, the design shall incorporate the ability to pass this flow requirement if filtration device is non-functional.
11. Stormwater design plans shall include a statement on the plans which states "The Site Contractor shall be responsible to remedy any adverse impacts to off-site properties as a direct result of the new development during project construction." If adverse impacts do occur, then the identified temporary resolution shall be submitted to the County within 14 calendar days and construction of the temporary resolution shall commence once the County approval is issued.

C. Minimum Standards

The following minimum standards shall apply to all development which occurs within an area of special flood hazard and to any man-made change to improved or unimproved real estate, including, but not limited to, mining, dredging, filling, grading, paving, drilling, (except to obtain soil and mineral samples) or excavation operations within 100 feet of a watercourse. Only the requirements of Sections 740 C (1), and (2), shall apply to agricultural land uses as defined in Chapter 10. Only the requirements of Sections 740 C (1), (2), (3), (4), (7), (8) and (12) shall apply to phosphate mining operations.

1. The hydrograph for the developed or redeveloped site shall not exceed the volume and rate of flow of runoff produced by conditions existing before development or redevelopment for the 25-year, 24-hour storm. In addition, the cumulative impact of the outflow hydro graph on downstream flow shall be considered. Runoff rates and volumes resulting from the project, in excess of existing volumes, shall be accommodated on-site. Project areas located in closed or stressed drainage basins shall be designed wherein the hydro graph for the proposed developed or redeveloped site that is increasing the impervious surface ratio shall not exceed 80% of the volume and rate of flow of runoff produced by conditions existing before development or redevelopment for the 100-year, 24-hour storm. In addition, the cumulative impact of the outflow hydro graph on downstream flow shall be considered. Runoff rates and volumes resulting from the project, in excess of 80% of the existing rates and volumes, shall be accommodated on-site, however, said 80% requirement applies to onsite project contributions only.
2. Storm water runoff shall be subject to best management practices prior to discharge into natural or artificial drainage systems. "Best Management Practice" shall mean a practice, or combination of practices, that provide for the treatment of storm water runoff such that the amount of pollution generated by the project is reduced to a level compatible with Florida Water Quality Standards found in Chapter 62-3, Florida Administrative Code. This shall apply to all phases of the project, including the construction phase and include design for stormwater management with design considerations for conditions during the site's construction, such that no adverse impacts will result offsite.
3. Site Alteration shall conform to the following:

- a. Site alteration within wetlands shall be compensated if required by state or federal regulations. As a minimum, the compensation shall be that approved by the agencies with jurisdiction, such as the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, the Southwest Florida Water Management District, the South Florida Water Management District, or the St. Johns River Water Management District.
 - b. Site alteration of wetlands by phosphate mining operations shall be reviewed by the BoCC at the hearing on the operating permit application for the proposed mining.
 - c. It shall be the responsibility of the applicant to provide the information which will allow satisfactory determination of whether such lands lie within the uplands associations, pine flatwood associations, wetland association or any combination thereof. This determination shall be made by an engineer or the U.S. Natural Resources Conservation Service.
4. Any non-permeable surface greater than 4,000 square feet shall provide for release of surface runoff, collected or uncollected, in a manner approximating the natural surface water flow regime of the area.
5. Sediment shall be retained on the site of the development. Those areas which are not to be disturbed shall be protected from construction activity by an adequate barrier. No grading, cutting or filling shall be commenced until erosion and sedimentation control devices have been installed between the disturbed area and water bodies, watercourses and wetlands. Wetlands and other water bodies shall not be used as sediment traps during development. Erosion and sedimentation facilities shall receive regular maintenance to ensure that they continue to function properly.
6. Any altered site shall be re-vegetated, with such re-vegetation to be substantially completed within 180 days following completion of a development. Re-vegetation shall be accomplished with pre-existing species or other suitable species, except that exotic or invasive species shall not be replanted or propagated.
7. At the completion of construction or phosphate mining activities, man-made lakes or other water impoundments shall be constructed with a maximum slope of 4:1 to a depth of six feet of water. When mineral extraction is completed in new pits, shoreline sloping, re-vegetation and contouring of soils or tailings shall be completed before abandonment. Existing mineral pit lakes shall be exempt from this provision, except that whenever any person carries out any activity defined as development or applies for any authorization to develop any existing mineral pit lake area, these regulations shall apply.
8. Development shall not detrimentally change the quantity of ground and surface water available for recharge to the Floridian Aquifer. An applicant shall not cause storm water from the site to discharge or run off into an existing sinkhole without prior written approval of the County Engineer.
9. The development shall not impair the water retention and filtering capacity of wetlands soils or vegetation.
10. New storm water management facilities channeling runoff directly into watercourses shall be prohibited. Storm water shall be treated in accordance with the provisions of Chapter 62-25, Florida Administrative Code, prior to discharge to

water bodies. Runoff shall be routed through swales or other systems designed to increase time of concentration, decrease velocity, increase infiltration, allow suspended solids to settle and remove pollutants. New storm water management facilities shall also maintain a groundwater level sufficient to protect wetland vegetation through the use of weirs or equivalent structure or systems. Said facilities shall not retain, divert or otherwise block or channel the naturally occurring flows in a strand or slough.

11. Site alteration shall be permitted only when such alteration will not cause siltation of wetlands or reduce the natural retention and filtering capabilities of wetlands.
12. Groundwater withdrawal shall comply with the standards and regulations of the standards and regulations of the Southwest Florida Water Management District, South Florida Water Management District or the St. Johns River Water Management District or their successor agency.
13. The applicant shall provide retention of the runoff from the first one inch of rainfall, or as an option, for projects or project sub-units with drainage areas less than 100 acres, facilities which provide retention of the first one half inch of runoff.

D. Waivers

Waivers to this Section shall be requested pursuant to Section 932.

SECTION 6: Chapter 10, Definitions, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to add the following definition:

...

DRAINAGE BASIN, STRESSED: A drainage basin where the discharge of waterflow is restricted and historical flooding has occurred.

...

SECTION 7: Section A102.E Seasonal High-Water Table, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section A102 Drainage Design Requirements

...

E. Seasonal High-Water Table

1. Soil borings will be taken and analyzed to a depth of six feet below natural ground or profile grade, whichever is the lower. Sufficient borings will be taken to determine the soil conditions and seasonal high-water elevation evident throughout the proposed development. The depth to the high-water table as shown in the Soil Survey of Polk County, Florida published by the Soil Conservation Service shall be taken into consideration in determining the seasonal high-water elevation.
2. Where the seasonal high ground water table or high-water elevation of ~~any detention/retention area adjacent to or in close proximity to the road~~ is less than one and one-half feet below the proposed roadway base, ~~soil cement or cemented coquina crushed concrete~~ base will be required ~~in sections without highway ditch protection~~. In some areas, underdrains may be required in conjunction with the ~~soil cement or~~

~~cemented-coquina~~ crushed concrete base to protect the roadway from premature deterioration.

3. Underdrains will be placed on the uphill side of the road (or on both sides, where needed) with the crown of the underdrain pipe four feet below natural ground or one-half feet below the base, whichever is the lower. The underdrain systems shall be designed by the engineer using the guideline specified below. Cleanouts, where required, shall be designed in accordance with Figure A5. Alternate underdrain designs shall be reviewed by the County Engineer.

...

SECTION 8: SEVERABILITY

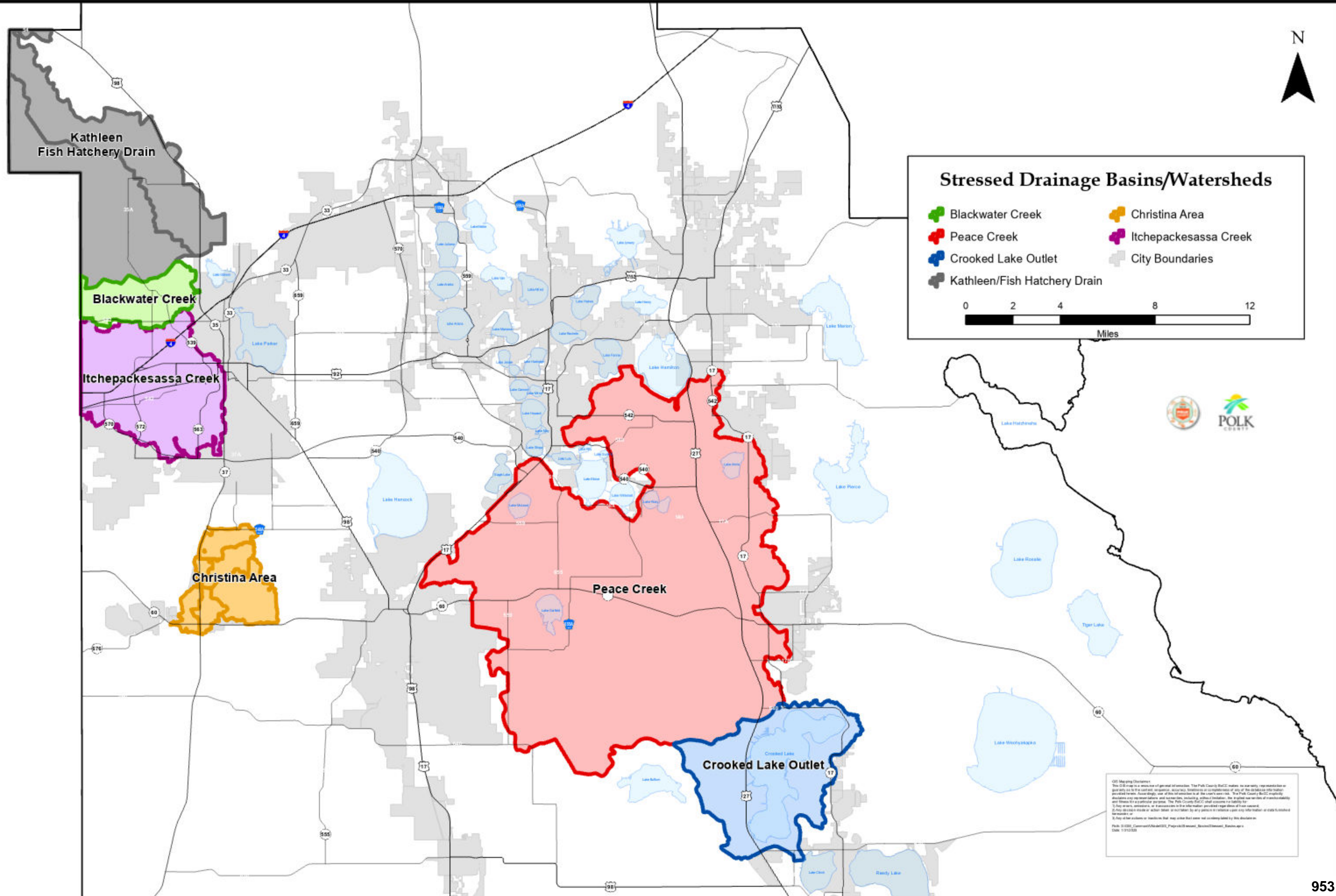
If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 9: 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 17th day of June 2025.



LDCT-2025-3 - Storm Water Management Improvements Text

Menu

Reports

Help

Application Name: [Storm Water Management Improvements Text](#)

File Date: [01/17/2025](#)

Application Type: [BOCC-LDC Text Change](#)

Application Status: [Approved for Hearing](#)

Application Comments:

View ID	Comment	Date
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Description of Work: [Amending Chapter 1, Section 105 "Stressed Basin Map", Amending Chapter 2, Section 227.B Lot Grading, Amending Chapter 7, Section 740, Storm Water Management Amend Chapter 10](#)

Application Detail: [Detail](#)

Address: [330 W CHURCH ST, BARTOW, FL 33830](#)

Parcel No: [253006393000000172](#)

Owner Name: [POLK COUNTY](#)

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Erik Peterson		Applicant	Mailing, 330 West Chur...	Active
Erik Peterson		Contact	Mailing, 330 West Chur...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #
---------	----------------	--------------	------	---------------	--------------------

Job Value: [\\$0.00](#)

Total Fee Assessed: [\\$5,434.00](#)

Total Fee Invoiced: [\\$0.00](#)

Balance: [\\$0.00](#)

Custom Fields:

LD_PUBL_HEAR	
PUBLIC HEARINGS	
Development Type	Application Type
Board of County	LDC Text
Commissioners	Amendment
Variance Type	Brownfields Request
-	N/A
Affordable Housing	
No	

GENERAL INFORMATION

Expedited Review	Number of Lots
No	-
Will This Project Be Phased	Acreage
	0
DRC Meeting	DRC Meeting Time
02/06/2025	10:30 AM
Rescheduled DRC Meeting	Rescheduled DRC Meeting Time
-	-
Number of Units	Green Swamp
-	No
Is this Polk County Utilities	Case File Number
No	-
FS 119 Status	One Year Extension
Exempt	-

ADVERTISING

Legal Advertising Date	BOCC1 Advertising Date
-	-
BOCC2 Advertising Date	Advertising Board
-	Board of County
	Commissioners

MEETING DATES

Community Meeting	Planning Commission Date
-	04/02/2025
BOA Hearing Date	1st BOCC Date
-	04/15/2025
2nd BOCC Date	
05/06/2025	

HEARING

PC Hearing Results	PC Vote Tally
-	-

954

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

-

-

FINAL LETTER

Denovo Appeal

Denovo Results

-

-

Denovo Tally

-

LD_PUBL_HEAR_EDL

Opening DigEplan List...

DigEplan Document List

[Open](#)

PLAN REVIEW FIELDS

TMPRecordID

DocumentGroupforDPC

RequiredDocumentTypes

POLKCO-REC25-00000-002F1

[DIGITAL PROJECTS LD](#)

-

RequiredDocumentTypesComplete

AdditionalDocumentTypes

Activate DPC

No

[Applications,AutoCad File,Binding,Site Plans,\(PDs Yes and CUs\),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion](#)

DigitalSigCheck

Activate FSA

Yes

Yes

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board Number of Boards (Number) Number of Mailers (Number) Date Mailed Date Posted NOR

Workflow Status:

Task

Assigned To

Status

Status Date

Action By

[Application Submittal](#)

Lyndsay Rathke

Application ...

01/17/2025

Margo White

[Surveying Review](#)

Steve McQuaig

Approve

01/28/2025

Steve McQuaig

[Roads and Drainage Review](#)

Phil Irlen

Approve

01/23/2025

Phil Irlen

[Engineering Review](#)

Clinton Howerton

Approve

01/31/2025

Clinton Howerton

[Fire Marshal Review](#)

Kim Turner

Not Required

01/28/2025

Kim Turner

[Planning Review](#)

Erik Peterson

Approve

02/03/2025

Erik Peterson

[School Board Review](#)

School District

Not Required

01/21/2025

School District

[Review Consolidation](#)

Lyndsay Rathke

Approved for...

02/03/2025

Lyndsay Rathke

Staff Report

[Public Notice](#)

Planning Commision

BOCC Hearing

Final Letter

DEO Review

Second BOCC Hearing

Archive

Condition Status:

Name

Short Comments

Status

Apply Date

Severity

Action By

Scheduled/Pending Inspections:

Inspection Type

Scheduled Date

Inspector

Status

Comments

Resulted Inspections:

Inspection Type

Inspection Date

Inspector

Status

Comments

LDCT-2025-3 Stormwater and Stressed Basin changes

Chapter 1, Section 105, Relationship to Other Regulations

- Adding Generalized 100-year Storm Event Closed and Stressed Drainage Basin Map to the listed of maps adopted by reference into the LDC.
- Map is described to include: sub-basins within the Alafia River, Hillsborough River, Peace River, Kissimmee River, and St. Johns River basins. Notable areas include, but are not limited to, Itchepackasassa Creek, Blackwater Creek, Peace Creek, Kathleen Drain, Fish Hatchery Drain, Crooked Lake, and lakes created by former mining in the area of the Christina Development.
- Boundary determinations at the discretion of the County Engineer

Chapter 2, Section 227. Filling and Excavating Land

- Modifying exemptions to apply to 227.B.3 and not Florida Building Code, Section 630 elevation requirements, or additional call for stem walls.
- Adding stem wall requirement where finished floor elevation is greater than 1:4 rise over run.

Chapter 7, Section 730.H, Storm Water Management

- Differentiating the Code Section Stormwater Concurrency and Stormwater standards in Section 740.
- Changing Level of Service Standard for drainage structures on local roads from 10-year to 25-year storm.
- Changing Level of Service Standard for drainage structures on collector roads from 25-year to 50-year storm.

Chapter 7, Section 740, Storm Water Management

- Changing Mean Sea Level (MSL) Datum to North American Vertical Datum 1988 (NAVD88)
- Referencing Section 630 (Floodplain Management) for finished floor elevations.
- Requiring engineer to consider the effect of a 100-year storm upstream of development in stormwater system design and demonstrate that the system can convey such flow without causing adverse effects.

- Require stormwater system emergency overflow to handle to 125% of the system's designed flow.
- Require the site contractor to be responsible to remedy drainage problems caused to off-site properties during construction.
- Additionally, water quality standards shall apply to all phases of development including construction.

Chapter 10, Definitions

- Add definition for a Stressed Drainage Basin.

Appendix A, Section A102.E Seasonal High-Water Table

- Require crushed concrete when the seasonal high ground water table or high-water elevation is less than one and one-half feet below the proposed roadway base.
- Delete references to outdated materials.

White, Margo

From: Pereira, Ana on behalf of Santiago, Martha
Sent: Tuesday, May 6, 2025 8:46 AM
To: White, Margo
Subject: FW: [EXTERNAL]: Support for Land Development Code and Stormwater Management Enhancements: LDCT-2025-3

Received on behalf of Commissioner Santiago.

Thanks,
Ana



Ana C. Pereira

Executive Assistant to Commissioner Martha Santiago, Dist. 4
Polk County Board of County Commissioners
330 West Church St. , P.O. Box 9005, Drawer BC01
Bartow, FL 33831-9005
863.534.6422

AnaPereira@polk-county.net www.polk-county.net

Please Note: Florida has a very broad Public Records Law. Most written communications to or from state and local officials regarding state or local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

From: Brian Holbrook <bholbrooksourcing@gmail.com>
Sent: Tuesday, May 6, 2025 8:21 AM
To: Santiago, Martha <MarthaSantiago@polk-county.net>
Subject: [EXTERNAL]: Support for Land Development Code and Stormwater Management Enhancements: LDCT-2025-3

You don't often get email from bholbrooksourcing@gmail.com. [Learn why this is important](#)

Hell Commissioner Santiago--

I am writing to express strong support for the proposal recommended by the Polk Planning board LDCT-2025-3. As background, I am a degreed engineer and land-owner in the "stressed" Itchepackesassa basin. While not foolproof, these updates will provide significantly enhanced protections for the County against adverse impacts from development activity.

A fundamental shortcoming of the water management review process is insufficient code and stormwater requirements. Authorities do an excellent job of ensuring a project complies with a permit, but this in no way means complying with the permit meaningfully mitigates risks specific to any given

area. Studies will tout handling "drainage" at required storm level event thresholds and "retaining" a certain volume of water. This is a nearly meaningless assurance in several of the flood plagued areas of Polk County. The issues many of these communities experience are a result of pressure upland in the watershed, and overflow from constrained drainage systems.

- Recognizing that requirements must be enhanced in "stressed" and "closed" basins is a common sense position
- Requiring modeling of a 100 year event and the system's ability to handle pressure from upstream of development is a large step forward
- Requiring that post-development runoff be less than pre-development state and that systems be able to handle 125% of the system's designed flow might produce minor improvements, but most likely will help offset the inherent error in relying on decades-old watershed models, which often do not detail substantial private drainage area

While lawyers will position that a developer can not be expected to fix an existing problem, they have a legal obligation to ensure that their activity does not make a problem worse. In many cases complying with permitting requirements falls well short of that position, but gives the developer a legal defense that they "met requirements". Our requirements are insufficient for many areas. These changes will be a step towards improving that. In the county's most flood plagued areas communities are at risk primarily due to large-scale topography changes which impact the behavior of floodwaters during overflow events. It is essential that we expect developers to model these 100 year events and demonstrate how their activity will not alter flow from these events to adjacent properties. This is largely absent in the current processes.

Fundamentally, zoning and land-use are recognized non-structural flood mitigation controls. The County has relied on these each time they have decreased the home density allowed in various regions. State statutes Chapter 125 grants counties the power to establish and administer programs for flood control and adopt regulations promoting public health and safety. Chapter 163.3164 provides the county with the authority to grant, deny, or condition development approvals. Ideally, the county should fiercely protect land-use guidelines and zoning restrictions in some of these flood-plagued areas, but enacting meaningful code and stormwater requirements is a positive step forward.

Thank you for your consideration and past recognition of the issues communities like ours face,

Brian Holbrook, MBA, MS,



Polk County
Board of County Commissioners

Agenda Item N.6.

6/17/2025

SUBJECT

Public Hearing (LDCT-2025-5 Coops & Roosters LDC Text Amendment) (Adoption Hearing) to reduce the setbacks for structures intended for the feeding and sheltering of livestock and fowl from 50 to 10 feet. Prohibiting roosters and other disruptive fowl on properties less than one-half acre. (No Fiscal Impact) (Continued to July 15, 2025).

DESCRIPTION

This is the second reading for a County-initiated LDC Text Amendment to Section 222, to allow structures for the sheltering and feeding of livestock and fowl at ten feet from property lines; to prohibit roosters and other disruptive fowl on residential properties under one-half acre; amending Chapter 9, Section 930, variances and special exceptions, to adjust for these changes; and amending Chapter 10 to provide for definitions. State law requires one Planning Commission hearing, which was held on April 2, 2025, with a recommendation of approval by a 4:3 vote.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted. This is the second of the two hearings.

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Ian Nance
Land Development
(863) 534-7621
ivannance@polk-county.net

POLK COUNTY DEVELOPMENT REVIEW COMMITTEE STAFF REPORT

DRC Date:	February 27, 2025	Level of Review:	4
PC Date:	April 2, 2025	Type:	LDC Text Amendment
BoCC Date:	May 6, 2025	Case Numbers:	LDCT-2025-5
	May 20, 2025	Case Name:	Chicken Coops & Roosters
Applicant:	Polk BoCC	Case Planner:	Ian Nance

Request:	This is a County-initiated request to amend Land Development Code Chapter 2, Section 222, to allow structures for the sheltering and feeding of animals at ten feet from property lines; prohibiting roosters and other disruptive fowl on residential properties under one half acre; mending Chapter 9, Section 930, variances and special exceptions, to allow a variance process for structure setbacks; amending Chapter 10 to provide for definitions.
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 4:3

Among the changes to LDC:

- Amending LDC Section 222 to reduce setbacks from 50 to 10 feet for structures intended to feed and shelter livestock and fowl.
- Amending LDC Section 222 to prohibit roosters on properties under ½-acre.

Summary:

This is a Board-directed, County-initiated request to revamp Land Development Code (LDC) Section 222 as it pertains to keeping livestock and fowl on residential properties. The LDC has made multiple attempts to balance responsible animal husbandry with the quality of life within residential neighborhoods. What has resulted is a complex set of standards that has left citizens and staff unhappy with the results, especially when dealing with chickens and roosters

For example, on all residential properties, structures for feeding and sheltering animals are currently required to be 50 feet from property lines. This has created physical burdens for placing coops and stables on certain lots, and while a variance process was implemented to address this in January 2024, 50 feet has been deemed to be too restrictive. This amendment will reduce the setback to 10 feet from property lines.

Furthermore, Code Enforcement handles dozens of complaints per year pertaining to noisy chickens in neighborhoods. This amendment will prohibit roosters on properties under ½-acre.

As is currently the standard in residential neighborhoods, Code Enforcement complaints regarding these matters can only be initiated by an owner of a residential property within 250 feet of the site. There is also an exemption for show animals and educational projects intended to be kept onsite on a temporary basis. Finally, these changes do not apply to any residential property in the Agricultural/Residential Rural (A/RR), Phosphate Mining (PM), or Green Swamp Core (COREX)

land use districts. It is also not applicable to properties with *bona fide* ag exemptions. Ultimately, the goal is to allow livestock and fowl while creating some reasonable limitations to protect residential areas.

Findings of Fact

- *LDCT-2023-18 is a County-initiated request to amend Land Development Code Section 222 to clarify the county's code on non-commercial farm buildings and structures and allow variances to setback distances.*
- *On January 23, 2024, the BoCC approved LDCT-2023-18, which adopted Ord. No. 2024-005, allowing variances for the 50-foot setback of non-commercial farm buildings and structures from residential property lines.*
- *On January 10, 2012, the BoCC approved LDC 11T-09, which adopted Ord. No. 2012-001, requiring a 50-foot setback for non-commercial farm buildings and structures from residential property lines, except within the A/RR, A/RRX, PM, and CORE Future Land Use districts. This ordinance also set standards for Livestock and Fowl in Residential Neighborhoods in LDC Section 222.E, as follows:*

“This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential neighborhoods. Code enforcement action of this subsection (222.E) may be initiated only by complaint from an owner of residential property within 250 feet of the property on which livestock or fowl are contained. The following provisions apply to only residential properties less than ½ acre (21,780 square feet) in size and do not apply to any property within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. These provisions do not apply to the good faith commercial agricultural use of land (bona fide agricultural purposes), as defined in Section 193.461, F.S.

1. Livestock shall be contained within fenced areas.

2. Fowl shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines.

3. The storage of animal waste shall be located at least 50 feet from neighboring residential property lines.

4. Show animals and educational projects shall be exempted from the requirements for pens in Section 222.E.2 provided the manure setback requirement in Section 222.E.3 can be met.

5. Relaxation of the standards set forth in this section may be approved by the Board of Adjustment through the process provided in Section 930 of this code.”

- *LDC Chapter 10 defines “Fowl” as, “a flightless and primarily ground-feeding bird kept, raised, or bred for hobby or for its eggs or flesh.”*
- *LDC Chapter 10 defines “Livestock” as, “any domestic species of cattle, sheep, swine, goats, llamas, or horses, which are normally and have historically, been kept and raised on farms in the United States, and used or intended for use as recreation, food or fiber, or for improving animal*

nutrition, breeding, management, or production efficiency, or for improving the quality of food or fiber.”

- *In 2024, Code Enforcement staff logged 225 complaints regarding setback violations for structures relating to fowl, free-range chickens, and roosters making noise (34 cases, specifically to roosters).*

Development Review Committee Recommendation:

The Land Development Division, based on the Findings of Fact, 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-2025-5.

Analysis:

Setting policy for keeping livestock and fowl on residential properties has been an ongoing challenge due to the size, age, and diversity of Polk County, and the history and value of agriculture in central Florida. The task is to recognize this value while maintaining a quality of life expected in residential areas.

In 2024, Code Enforcement staff logged 225 complaints regarding setback violations for structures relating to fowl, free-range chickens, and roosters making noise (34 cases, specifically to roosters). In most cases regarding the roosters, the bird was removed. Other times, the code investigator was unable to determine if a rooster was onsite because of fencing and/or the animal not making noise.

With adoption of this amendment, roosters will be prohibited on properties under ½-acre. On properties exceeding this, roosters will still be allowed, unless it is in the A/RR, PM, or COREX, in which cases, property size will not matter.

Next, on all residential properties, structures for feeding and sheltering animals are currently required to be 50 feet from property lines. This has created physical burdens for placing coops and stables on certain lots, and while a variance process was implemented to address this in January 2024, 50 feet has been deemed to be too restrictive. This amendment will reduce the setback to 10 feet from property lines. This conforms with standards found in other counties and cities.

This amendment will retain standards adopted by previous boards. The one most pertinent to this case is that Code Enforcement action of the standards listed above can only come from a property owner within 250 feet of the subject property, the idea being if there is no harm, there is no foul. Exemptions remain for *bona fide ag*, show animals, and those kept for educational purposes. Furthermore, swine will need to be kept a minimum of 50 feet from neighboring property lines. All storage of animal waste must be located 50 feet or more from property lines, as well.

Benefit-cost Analysis of the Amendment

Who does it help?

This amendment is going to benefit both animal owners and those on surrounding properties. One, this will reduce an onerous setback requirement for properties that cannot realistically accommodate 50-foot setbacks to keep coops and pens. In these situations, a variance will no longer be required to reduce setbacks. To further reduce the proposed 10-foot setback would still

require LUHO approval, but it would be a tough task for an applicant to prove a hardship on the property in such instances.

Neighbors of those who keep fowl onsite will benefit from not having roosters in dense residential areas. This amendment also provides County staff and citizens with clearer instructions on how to handle these matters than what is currently in the Code.

Who does it hurt?

This will affect neighbors who live next to people who own chickens, bringing these structures closer to property lines. Chicken coops are not benign structures like utility sheds. With them come noise and smells. However, these setbacks are still more than what would be applied to detached accessory structures in most residential land use districts.

People who want roosters on properties under ½-acre will not see relief. Currently, it is difficult for owners to have **any** chickens as pens and shelters must be 50 feet from property lines, without a variance. It is also worth noting here that these rules do not pre-empt deed restrictions or the covenants of an HoA, some of which prohibit keeping fowl and livestock within residential subdivisions.

What is the cost?

Code Enforcement penalties will be incurred if not in compliance. These usually begin with a \$100 per day fine but could be up to \$1,000/day per violation.

Comparisons to other Jurisdictions:

For this amendment, staff has reviewed ordinances and land development codes of 12 counties that bear similarities to Polk County as well as six cities within Polk for their rules pertaining to keeping livestock and fowl on residential properties. Below are the findings:

Quick stats:

- 4 out of 12 counties do not permit chickens in residential districts without public hearing process
- 3 out of 6 cities prohibit chickens
- **Roosters are prohibited in residential districts or zones** for all 12 counties and all 6 cities
- Hens (female chickens) are typically permitted at a range of 4 to 6 in residential with restrictions (*Bartow was an outlier at 12*)
- Setbacks for penned hens range from 10' to 50' from property lines and 25' to 50' from offsite residences.
- Minimum lot sizes range from none to 1 acre
- 3 Counties required opaque fences

Table 1

Jurisdiction (Code citation)	Are Chickens Permitted in Residential Districts?	What are the limitations placed on them?	What other livestock types are restricted?
Alachua County <i>Sec. 404.13</i>	Yes	Up to 6 Hens per residence. No Roosters. 50' setback from property all lines.	Horses – 1/ac, 1 ac. min. lot Goats and Sheep – 10/ac, 1 ac. min lot Hogs – 1/ac, 1 ac. min lot Cows – 1.5/ac, 1.5 ac. min lot Pot-bellied Pigs – 0.5/ac, 0.5 ac. min lot
Brevard County <i>Sec. 62-2108</i>	Yes	Up to 4 Hens on lots ½ acre or more . Meet Accessory setbacks No Roosters.	No other livestock on any land except Agricultural zoning.
Duval County <i>Sec. 656.422, 462.901, & 462.902</i>	Yes	Requires a permit. Up to 5 hens, min. 1 acre 5 more for every ½ acre after 1 ac. No Roosters. Accessory setbacks	No other livestock permitted in residential areas. Swine are required to be setback 200 feet from any inhabited dwelling.
Hardee County <i>Sec. 2.09.00</i>	No.	n/a	Allowed in Agricultural (A-1) and Farm Residential (F-R) districts with a 50' setback from any offsite residential structure.
Highlands County <i>Section 12.05.200, 12.05.316</i>	No.	n/a	Livestock and fowl are only permitted in Agricultural (AU) district. In AU district hogs or poultry are not permitted within 100 feet of any dwelling under separate ownership or within 50 feet of residentially zoned property or within 50 feet of any lot line. (except for 4-H, and FFA projects)
Hillsborough County <i>Sec. 6.11.129 Sec. 6.11.13</i>	LUHO Conditional Use	Up to 5 Hens, 10' setback No roosters, capons or cockerels.	No other livestock in residential districts except for Honeybees.
Lake County <i>Sec. 10.01.06</i>	Yes	Up to 5 Chickens, 20' setback Must be fenced or enclosed. No roosters.	Other livestock only permitted in Agriculture (A) and Agricultural Residential (AR) districts.
Manatee County <i>Sec. 2-4-24, 531.1</i>	Yes	Up to 4 chickens. 10' from residential property lines, 25' from residential dwelling No roosters or male chickens. Must be inside enclosure from dusk til dawn, fenced dawn til dusk. Enclosure must provide 4 square feet per chicken.	Minimum two acres and 75' setback for all other livestock.
Orange County <i>Sec. 38-79 (37)</i>	Conditional Use	IFAS Training Required Site Plan, Coop, Pen Up to 4 Chickens 15' side setback, 10' rear, 6' opaque fence No roosters. Permit is not transferable.	Agricultural property: <5 acres max 30 chickens 5-10 ac 100 chickens >10 unlimited Swine 100' setback from all property lines
Osceola County <i>Sec. 4-30</i>	Yes.	Fenced or cooped. Up to 6 hens. 25' from rear and side lot lines Roosters prohibited in residential districts	1 horse for every undeveloped acre Pot-bellied pigs 100' setback 2 swine for every full acre
Seminole County <i>Sec. 3.6.19</i>	Yes	Up to 6 hens No roosters or male chickens Opaque fence 10' from side and rear, 20 feet from residence	In any residential area, no livestock or fowl, other than backyard chickens in compliance with Section 30.6.19, may be housed or pastured closer than one hundred fifty (150) feet to any lot line nor may any commercial production of any stock, animal, or fowl be permitted.
Volusia County <i>Sec. 72-307</i>	Yes	Up to 5 Chickens No Roosters Min lot size 1/3 ac. 20' setback from all property lines Must be confined	It shall be unlawful for any person to keep, harbor, breed or maintain upon any premises not zoned for agricultural use or otherwise excepted in accordance with section 72-307 or elsewhere within this article, any of the following: Bees, roosters, peacocks, horses,

Jurisdiction <i>(Code citation)</i>	Are Chickens Permitted in Residential Districts?	What are the limitations placed on them?	What other livestock types are restricted?
			ponies, cattle, goats, pigs, or other livestock, pigeons, ducks, or other fowl.
City of Auburndale <i>Chapter 5 LDR</i>	No.	n/a	All livestock except horses are prohibited in residential and commercial districts. Only allowed in Open Use Agriculture (OUA)
City of Bartow <i>Sec. 14-5</i>	Yes	12 fowl, 10' from property line is less than 40,000 square foot lot. Must be penned at all times. No roosters, cockerels, toms, ganders, etc.	No swine permitted in the city.
Haines City <i>Sec. 5-2, LDR Sec. 5.6.1</i>	Yes, but not really.	Not within 100 yards (300 feet) of another residence.	Livestock permitted only in Agricultural (AG) District but not within 200 feet of a residential district.
City of Lakeland <i>Sec. 10-2</i>	Yes.	50' setback from any residence No roosters within the city	No other livestock within 100' of a residence. No swine permitted in the city except 1 potbellied pig may be kept as a pet.
City of Lake Wales <i>Sec. 6-4</i>	No.	Unless authorized by City Council through adopted Resolution.	No livestock permitted in city except for vet clinics or schools with ag programs.
City of Winter Haven <i>Sec. 21-69</i>	Yes.	Up to 5, must be penned, Accessory structure setbacks per district apply. Hens only. No roosters.	No other livestock allowed in residential districts only Agricultural (AG) districts.

The proposed ordinance would be the most lenient and least restrictive of those surveyed above. It will continue to allow roosters on residential properties ½-acre or larger.

Limits of the Proposed Ordinance

This amendment will affect all residential lots and property owners wishing to keep livestock or fowl, including within the Green Swamp Area of Critical State Concern (ACSC). This will not affect *bona fide* agriculture operations or those that are otherwise ag exempt.

Consistency with the Comprehensive Plan

This change has no bearing on the Comprehensive Plan.

Comments from Other Agencies: Code Enforcement and the Building Department contributed to this amendment.

Draft Ordinance: Under separate attachment

Exhibit 1 – LDCT-2025-5 Proposed Ordinance (Clean Copy)

Exhibit 1

Section 222 *Agricultural*

A. Livestock and Fowl on Residential Property (Revised 1/10/12; Ord. 12-001)

This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential areas. These provisions do not apply to the good faith commercial agricultural use of land (bona fide agricultural purposes), as defined in F.S. § 193.461, or any property within the A/RR, A/RRX, PM, and CORE Future Land Use Map districts.

1. Livestock and fowl shall be permitted on residential properties less than ½ acre (21,780 square feet) in size as follows:
 - a. Livestock and fowl shall be contained within fenced areas.
 - b. The keeping of male fowl, including but not limited to, roosters, cockerels, toms, ganders, etc., is deemed to be a nuisance due to the noises produced and is, therefore, specifically prohibited.
 - c. Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines.
 - d. The collection and storage of animal waste shall be located at least 50 feet from neighboring residential property lines.
2. No structures intended for the sheltering or feeding of animals (such as barns, stables, coops, aviaries, troughs, or feeders) shall be permitted to be built within 10 feet of a residential property boundary.
3. Variances to the setbacks in subsections 1 & 2 may be approved by the Land Use Hearing Officer (LUHO) through the process provided in Section 930 of this Code.
4. Show animals and educational projects intended to be kept onsite on a temporary basis shall be exempted from Section 222.A, provided the manure setback requirement in Section 222.A.1.d. is met.
5. Code enforcement action of this subsection may be initiated only by complaint from an owner of residential property within 250 feet of the property on which fowl are contained.

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-5, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, AMENDING CHAPTER 2, SECTION 222, TO ALLOW STRUCTURES FOR THE SHELTERING AND FEEDING OF ANIMALS AT TEN FEET FROM PROPERTY LINES; PROHIBITING ROOSTERS AND OTHER DISRUPTIVE FOWL ON RESIDENTIAL PROPERTIES UNDER ONE HALF ACRE; AMENDING CHAPTER 9, SECTION 930, VARIANCES AND SPECIAL EXCEPTIONS, TO ALLOW A VARIANCE PROCESS FOR STRUCTURE SETBACKS; AMENDING CHAPTER 10 TO PROVIDE FOR DEFINITIONS; 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 April 2, 2025; and

WHEREAS, LDCT-2025-5 is a County-initiated request to amend Chapter 2, Section 222 to restrict roosters on properties under a half-acre and to reduce setbacks for structures for feeding and sheltering livestock and fowl; 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 May 6, 2025 and May 20, 2025,

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 April 2, 2025, to consider the LDC text amendments contained within Application LDCT-2025-5 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2025-5.
- c) The adoption of LDCT-2025-5 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 2, Section 222 of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to modify the following sections:

Section 222 Agricultural

~~A. Non-Commercial Farming~~ Livestock and Fowl on Residential Property (Revised 1/10/12; Ord. 12-001)

~~No structure for the sheltering or feeding of animals (such as barns, stables, coups, aviaries, troughs or feeders) shall be permitted to be built within 50 feet of a property boundary except within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. Relaxation of the standards set forth in this section may be approved by the Land Use Hearing Officer through the process provided in Section 930 of this Code~~

This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential areas. These provisions do not apply to the good faith commercial agricultural use of land (bona fide agricultural purposes), as defined in F.S. § 193.461, or any property within the A/RR, A/RRX, PM, and CORE Future Land Use Map districts.

1. Livestock and fowl shall be permitted on residential properties less than ½ acre (21,780 square feet) in size as follows:
 - a. Livestock and fowl shall be contained within fenced areas.

- b. The keeping of male fowl, including but not limited to, roosters, cockerels, toms, ganders, etc., is deemed to be a nuisance due to the noises produced and is, therefore, specifically prohibited.
 - c. Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines.
 - d. The collection and storage of animal waste shall be located at least 50 feet from neighboring residential property lines.
2. No structures intended for the sheltering or feeding of animals (such as barns, stables, coops, aviaries, troughs, or feeders) shall be permitted to be built within 10 feet of a residential property boundary.
 3. Variances to the setbacks in subsections 1 & 2 may be approved by the Land Use Hearing Officer (LUHO) through the process provided in Section 930 of this Code.
 4. Show animals and educational projects intended to be kept onsite on a temporary basis shall be exempted from Section 222.A, provided the manure setback requirement in Section 222.A.1.d. is met.
 5. Code enforcement action of this subsection may be initiated only by complaint from an owner of residential property within 250 feet of the property on which fowl are contained.

B. Non-residential Farm Buildings (Revised 1/6/2010; Ord. 10-002; 09/02/09; Ord. 09-054):

Non-residential farming related buildings are not required to meet the standards of the Florida Building Code except as required by F.S. Ch. 553.73.

C. Farm Worker Housing (Revised 09/02/09; Ord. 09-054):

Nothing in this Code shall prohibit the use of a single-family, duplex, or multifamily unit from housing farm workers in the same manner as a family defined within Chapter 10 of this Code.

D. Farming, General and Animal Grazing (Revised 1/10/12; Ord. 12-001; 6/28/11; Ord. 11-008)

Nothing herein shall prevent the use of any land for farming, general and animal grazing for bona fide agricultural purposes, or the good faith commercial agricultural use of land, as defined in F.S. § 193.461. This shall be allowed in all land use classifications.

~~E. Livestock and Fowl in Residential Neighborhoods (Revised 2/5/19 Ord. 19-008; 12/15/15; Ord. 15-080; 1/10/12; Ord. 12-001)~~

~~This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential neighborhoods. Code enforcement action of this subsection (222~~

~~E.) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained. (MOVED ABOVE) The following provisions apply to only residential properties less than ½ acre (21,780 square feet) in size and do not apply to any property within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. These provisions do not apply to the good faith commercial agricultural use of land (bona fide agricultural purposes), as defined in F.S. § 193.461.~~

- ~~1. Livestock shall be contained within fenced areas.~~
- ~~2. Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines.~~
- ~~3. The storage of animal waste shall be located at least 50 feet from neighboring residential property lines.~~
- ~~4. Show animals and educational projects shall be exempted from the requirements for pens in Section 222 E.2, provided the manure setback requirement in Section 222 E.3, can be met.~~
- ~~5. Relaxation of the standards set forth in this section may be approved by the Land Use Hearing Officer through the process provided in Section 930 of this Code.~~

...

SECTION 3: Chapter 9, Section 930.B of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to modify the following sections:

B. Authority (Rev. 02/05/19 - Ord. No. 19-008; 7/11/17 - Ord. 17-036; 9/1/15 - Ord. 15-056; 08/19/14 - Ord. 14-054; 12/3/13 - Ord. 13-0-62; Rev. 9/18/12 - Ord 12-028; (Rev. 1/10/12 - Ord. 12-001; 12/6/11 - Ord. 11 - 033; 12/1/10 - Ord. 10-083; 12/1/10 - Ord. 10-082; 06/03/09 - Ord. 09-024; 02/16/05 - Ord. 05-05, Rev. 9/18/12 - Ord 12-028, Rev 09/18/12 - Ord. 12-028)

Where there is no other form of relief available, the Land Use Hearing Officer shall have the authority to grant variances or special exceptions from the terms and requirements of this Code relative to:

1. The dimensional requirements in Tables 2.2, 4.2, 4.4, 4.9, 4.13, 4.15, 4.17, 401.08.04 and 5.3. Variances to density, floor area ratio and minimum lot size requirements are prohibited;
2. Section 206 M., Solar Panels and Solar Energy Systems (lot size requirement, Setbacks, height, or solar panel or equipment location requirements);
3. Section 207 D., Temporary Mobile Home for Medical Hardship (special exception);
4. Section 209 G., Accessory Structure (size);

5. Section 211 B., Swimming Pool Enclosure;
6. Section 214, Distance Between Buildings;
7. Section 215, Setbacks From Private Roads;
8. Section 216, Commercial Vehicle Parking and Storage (special exception);
9. Section 222 A.1 & 2 & E. Livestock and Fowl in on Residential Neighborhoods Property;
10. Section 224, Alcohol Sales, (Distance requirements only);
11. Section 303, Communication Towers, Section 2 (Separation from Airports);
12. Section 303, Medical Marijuana Dispensaries (Distance requirements only);
13. Section 303, Mobile Home Parks (Setbacks from Drive Aisles and Roadways);
14. Section 303, Recreation Vehicle Parks (Setbacks from lot lines for vested RV Developments with platted lots);
15. Section 303 Solar Electric Power Generation Facility (l.d - height)
16. Section 303, Utilities, subsection 8 (electrical power substations and electrical power switching stations);
17. Section 401.04, US Highway 98 Selected Area Plan, the following subsections:
 - a.[Section] 401.04 D.6.i
 - b.[Section] 401.04 D.7.d
 - c.[Section] 401.04 D.8.j
18. Section 610 D.4 & 6, (Setbacks).
19. Section 761, Maximum Permissible Noise Levels by Land Use Designation;
20. The linear distance measurement and height approved by Level 3 Review or Level 4 Review. Variances to density, floor area ratio and minimum lot size requirements are prohibited;
21. The height requirements in the Military Compatibility Zone as indicated in Section 642;
22. Section 401.08. Southeast Polk Selected Area Plan, subsection 401.08 H.1;
23. Section 760 K., Height of Signs

SECTION 4: Chapter 10, Definitions, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to modify the following sections:

...

FOWL (Revised 1/10/12 - Ord. 12-001): a ~~flightless~~ and primarily ground-feeding bird kept, raised, or bred for hobby or for its eggs or flesh. This definition shall include, but is not limited to, chickens, turkeys, ducks, geese, guinea fowl, pheasants, partridges, and quail.

...

SECTION 5: 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 6: 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 20th day of May 2025.

Chicken Rules Survey

12 Counties (abutting, like and I-4 corridor) and the 6 largest cities in Polk

Quick stats:

- 4 out of 12 counties do not permit chickens in residential districts without public hearing process
- 3 out of 6 cities prohibit chickens
- **Roosters are prohibited in residential** for all 12 counties and all 6 cities
- Hens (female chickens) are typically permitted at a range of 4 to 6 in residential with restrictions (*Bartow was an outlier at 12*)
- Setbacks for penned Hens range from 10' to 50' from property lines and 25' to 50' from offsite residences.
- Minimum lot sizes range from none to 1 acre
- 3 Counties required opaque fences

Table 1

Jurisdiction (Code citation)	Are Chickens Permitted in Residential Districts?	What are the limitations placed on them?	What other livestock types are restricted?
Alachua County <i>Sec. 404.13</i>	Yes	Up to 6 Hens per residence. No Roosters. 50' setback from property all lines.	Horses – 1/ac, 1 ac. min. lot Goats and Sheep – 10/ac, 1 ac. min lot Hogs – 1/ac, 1 ac. min lot Cows – 1.5/ac, 1.5 ac. min lot Pot-bellied Pigs – 0.5/ac, 0.5 ac. min lot
Brevard County <i>Sec. 62-2108</i>	Yes	Up to 4 Hens on lots ½ acre or more . Meet Accessory setbacks No Roosters.	No other livestock on any land except Agricultural zoning.
Duval County <i>Sec. 656.422, 462.901, & 462.902</i>	Yes	Requires a permit. Up to 5 hens, min. 1 acre 5 more for every ½ acre after 1 ac. No Roosters. Accessory setbacks	No other livestock permitted in residential areas. Swine are required to be setback 200 feet from any inhabited dwelling.
Hardee County <i>Sec. 2.09.00</i>	No.	n/a	Allowed in Agricultural (A-1) and Farm Residential (F-R) districts with a 50' setback from any offsite residential structure.
Highlands County <i>Section 12.05.200, 12.05.316</i>	No.	n/a	Livestock and fowl are only permitted in Agricultural (AU) district. In AU district hogs or poultry are not permitted within 100 feet of any dwelling under separate ownership or within 50 feet of residentially zoned property or within 50 feet of any lot line. (except for 4-H, and FFA projects)
Hillsborough County <i>Sec. 6.11.129 Sec. 6.11.13</i>	LUHO Conditional Use	Up to 5 Hens, 10' setback No roosters, capons or cockerels.	No other livestock in residential districts except for Honeybees.
Lake County <i>Sec. 10.01.06</i>	Yes	Up to 5 Chickens, 20' setback Must be fenced or enclosed. No roosters.	Other livestock only permitted in Agriculture (A) and Agricultural Residential (AR) districts.
Manatee County <i>Sec. 2-4-24, 531.1</i>	Yes	Up to 4 chickens. 10' from residential property lines, 25' from residential dwelling No roosters or male chickens.	Minimum two acres and 75' setback for all other livestock.

Table 1

Jurisdiction <i>(Code citation)</i>	Are Chickens Permitted in Residential Districts?	What are the limitations placed on them?	What other livestock types are restricted?
		Must be inside enclosure from dusk til dawn, fenced dawn til dusk. Enclosure must provide 4 square feet per chicken.	
Orange County <i>Sec. 38-79 (37)</i>	Conditional Use	IFAS Training Required Site Plan, Coop, Pen Up to 4 Chickens 15' side setback, 10' rear, 6' opaque fence No roosters. Permit is not transferable.	Agricultural property: <5acres max 30 chickens 5-10 ac 100 chickens >10 unlimited Swine 100' setback from all property lines
Osceola County <i>Sec. 4-30</i>	Yes.	Fenced or cooped. Up to 6 hens. 25' from rear and side lot lines Roosters prohibited in residential districts	1 horse for every undeveloped acre Pot-bellied pigs 100' setback 2 swine for every full acre
Seminole County <i>Sec. 3.6.19</i>	Yes	Up to 6 hens No roosters or male chickens Opaque fence 10' from side and rear, 20 feet from residence	In any residential area, no livestock or fowl, other than backyard chickens in compliance with Section 30.6.19, may be housed or pastured closer than one hundred fifty (150) feet to any lot line nor may any commercial production of any stock, animal, or fowl be permitted.
Volusia County <i>Sec. 72-307</i>	Yes	Up to 5 Chickens No Roosters Min lot size 1/3 ac. 20' setback from all property lines Must be confined	It shall be unlawful for any person to keep, harbor, breed or maintain upon any premises not zoned for agricultural use or otherwise excepted in accordance with section 72-307 or elsewhere within this article, any of the following: Bees, roosters, peacocks, horses, ponies, cattle, goats, pigs, or other livestock, pigeons, ducks, or other fowl.
City of Auburndale <i>Chapter 5 LDR</i>	No.	n/a	All livestock except horses are prohibited in residential and commercial districts. Only allowed in Open Use Agriculture (OUA)
City of Bartow <i>Sec. 14-5</i>	Yes	12 fowl, 10' from property line is less than 40,000 square foot lot. Must be penned at all times. No roosters, cockerels, toms, ganders, etc.	No swine permitted in the city.
Haines City <i>Sec. 5-2, LDR Sec. 5.6.1</i>	Yes, but not really.	Not within 100 yards (300 feet) of another residence.	Livestock permitted only in Agricultural (AG) District but not within 200 feet of a residential district.
City of Lakeland <i>Sec. 10-2</i>	Yes.	50' setback from any residence No roosters within the city	No other livestock within 100' of a residence. No swine permitted in the city except 1 potbellied pig may be kept as a pet.
City of Lake Wales <i>Sec. 6-4</i>	No.	Unless authorized by City Council through adopted Resolution.	No livestock permitted in city except for vet clinics or schools with ag programs.
City of Winter Haven <i>Sec. 21-69</i>	Yes.	Up to 5 , must be penned, Accessory structure setbacks per district apply. Hens only. No roosters.	No other livestock allowed in residential districts only Agricultural (AG) districts.



RECORD_MODULE = Enforcement

RECORD_TYPE Isn't Like water

RECORD_OPEN_DATE : Between(Calendar) 1/1/2021, 1/11/2025

COMMENTS Like rooster, chicken, fowl, crowing

RECORD OPEN DATE	Count(RECORD ID)
2021	162
2022	171
2023	218
2024	225
2025	1
	777

1/4/2021, [CMA-2021-1](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
DELD.PETE	Deldrion	Closed-Owner Corrected	Magistrate Violation	2/24/2021	CORRECTION: ON 12/28/20, I INSPECTED THE PROPERTY AND OBSERVED A CAMPER IN FRONT YARD WITH ELECTRICAL AND WATER CONNECTION WHICH ARE POSSIBLE INDICATION THAT SOMEONE MAYBE LIVING IN THE CAMPER. I ALSO OBSERVED LIVESTOCK (GOAT(S) AND CHICKENS) ON THE PROPERTY NOT MEETING THE REQUIRED SETBACKS. STAFF WILL PREPARE NOV / NOH. -DEL PETERSON
DELD.PETE	Deldrion	Closed-Owner Corrected	Magistrate Violation	5/13/2021	ON 5/13/21 - I RE-INSPECTED THE PROEPRTY AND OBSERVED THE PROPERTY COMPLAINT BY THE TENANT. THE ANIMAL (CHICKENS & GOATS) HAS BEEN REMOVED AND THE PROPANE TANK, ELECTRICITY WAS DISCONNECTED FROM THE CAMPER. -CAS CLOSED -STAFF WILL PREPARE AFFIDAVIT OF COMPLIANCE. -DEL PETERSON

1/5/2021, [CEC-2021-19](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
HARV.GREE	Harvey	Closed-No Violation	Complaint	2/2/2021	RECEIVED A COMPLAINT FOR ROOSTERS AND CHICKENS AT THIS LOCATION. CHECKED AND FOUND THIS PROPERTY HAS A 6FT PRIVACY FENCE ALL AROUND THE YARD. UNABLE TO VERIFY IF THERE ARE CHICKENS ON THIS PROPERTY. IF COMPLAINANT CALLS BACK, THEY WILL NEED TO PROVIDE SPECIFIC INFORMATION ABOUT WHERE THE CHICKENS CAN BE SEEN. UNABLE TO ENFORCE THIS COMPLAINT. CLOSE CASE.

1/5/2021, [CMA-2021-8](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO025493	Vincent	Closed - Owner Corrected	Magistrate Violation	1/5/2021	ALSO NOTE THAT THERE ARE CHICKENS AND COOPS NOT MEETING THE REQUIRED SET BACK. ADD ANIMALS (FOUL / CHICKENS) LESS THAN 1/2 ACRE. -VINCENT MAFFEI

1/12/2021, [CEC-2021-177](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JOSE.FLOO	Joseph	Closed-No Violation	Complaint	1/14/2021	INSPECTED THE PROPERTY AND OBSERVED PRIVACY FENCING ON THE PROPERTY. COULD NOT SEE OR HEAR ANY CHICKENS. THERE IS ALSO NO CONTACT INFORMATION FOR THE COMPLAINANT. THIS CASE IS CLOSED UNFOUNDED. PHOTOS TAKEN. JOE FLOOD

1/12/2021, [CMA-2021-39](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation	1/13/2021	ON 1/12/2021, I MET WITH THE COMPLAINANT ON THE ADJACENT PROPERTY FROM BEHIND TO OBSERVE A CHICKEN COOP AND ADDITIONAL ANIMAL PENS ON THE PROPERTY LINE. THE PROPERTY IS ZONED RS AND IS .30 ACRES. UNDER LDC CHAPTER 2 SECTION 222 E. FOWL AND SWINE SHALL BE KEPT IN PENS OR FENCED AREAS AT LEAST 50 FEET FROM THE NEIGHBORING RESIDENTIAL PROPERTY LINES. I MEASURED THE PROPERTY WITH A TOOL ON PROPERTY APPRAISERS TO OBSERVE THE 50 FOOT SET BACK WOULD PUT THE ANIMAL PENS AND COOPS IN THE HOUSE. MEANING, THE PROEPRTY DOES NOT HAVE ENOUGH ROOM.. STAFF WILL SEND A NOV/NOH TO THE PROPERTY OWNER UNDER LDC CHAPTER 2 SECTION 222 E. FOWL AND SWINE SHALL BE KEPT IN PENS OR FENCED AREAS AT LEAST 50 FEET FROM THE NEIGHBORING RESIDENTIAL PROPERTY LINES. THE STORAGE OF ANIMAL WASTE SHALL BE LOCATED AT LEAST 50 FEET FROM NEIGHBORING RESIDENTIAL PROPERTY LINES. INSPECTION PHOTOS ATTACHED. PATRICIA BOATWRIGHT
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation	2/9/2021	ON 1/27/2021, I MET WITH THE PROPERTY OWNER (MRS. GONZALEZ) WHO ALLOWED ME INTO THE BACKYARD TO OBSERVE THE STRUCTURES ARE NOT BEING USED FOR CHICKENS. I DID OBSERVE BIRDS IN CAGES WHICH ARE LOCATED IN THE SCREENED IN POOL AREA. WE THEN DISCUSSED ALTHOUGH SHE IS NOT IN VIOLATION FOR THE CHICKENS AND FOWL SHE WOULD BE IN VIOLATION FOR THE STRUCTURES BUILT WITHOUT A PERMIT. WITH THIS SAID, THIS CASE IS BEING CLOSED AS OWNER CORRECTED. AN ADDITIONAL CASE WILL FOLLOW FOR BUILDING WITHOUT A PERMIT. RE-INSPECTION PHOTOS ATTACHED. PATRICIA BOATWRIGHT

1/19/2021, [CEC-2021-250](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
REBE.ELLE	Rebekah	Closed-No Violation	Complaint	1/26/2021	SUPERVISOR HERNANDEZ AND I HAVE BOTH PREVIOUSLY SPOKEN TO THE COMPLAINANT MR. ANDERSON REGARDING THIS COMPLAINT. HE WAS ADVISED THAT PER THE LDC THE COMPLAINANT MUST BE A PROPERTY OWNER (NOT TENANT) LIVING WITHIN 250 FT OF THE PROPERTY. ADDITIONALLY, THERE IS NOT ANY CHICKEN COUPS ON THIS LOT AND UNABLE TO PROVE WHO THE FREE RANGE ROOSTER BELONGS TO. C/O -REBEKAH ELLERBROCK
CO006478	Autumn	Closed-No Violation	Complaint	2/2/2021	RETURNED CALL AND SPOKE TO ROBERT ANDERSON #863-978-2553 ABOUT THIS COMPLAINT. HE OWNS THE MOBILE HOME AT 2121 NEW TAMPA HWY #N16 (ON NIXON STREET) IN THE MHP AND LEASES THE LOT. HE IS WITHIN 250 FEET OF THE VIOLATION LOCATION FOR THE CHICKENS. THIS CASE NEEDS TO BE RE-OPENED AND CITED. A. FENTON

1/26/2021, [CEC-2021-436](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-No Violation	Complaint	8/3/2021	RECEIVED CALL FROM RESPONDENT 216-4048 REGARDING CASE. I ADVISED THE ELECTION SIGNS WOULD NEED TO COME DOWN AND WHEN THE ELECTIONS START BACK UP HE CAN PLACE THEM (30) DAYS BEFORE AND TAKE DOWN (30) DAYS AFTER. THE CHICKENS ARE A (4H) PROJECT. HE WILL GET A LETTER FOR ME. THE ONLY JUNK HE HAS IS BEHIND HIS (6) FOOT PRIVACY FENCE AND WILL BE TAKEN TO THE DUMP SOON. HE STATED HE HAS ONE TRAILER FULL. I GAVE HIM MY EMAIL ADDRESS TO SEND THE LETTER. - LISA HARRIS
KIMB.GONZ	Kimberly	Closed-No Violation	Complaint	8/25/2021	EMAILED INVESTIGATOR LISA HARRIS TO SEE IF SHE HAD RECEIVED AN EMAIL FROM THE OWNER IN REGARDS TO THE CHICKENS. AWAITING HER RESPONSE.

1/26/2021, [CEC-2021-436](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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1/29/2021, [CEC-2021-543](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
DENI.RIVE	Denise	Closed-No Violation	Complaint	2/1/2021	02/01/21 PROCEEDED TO INVESTIGATE COMPLAINT AND AFTER OBTAINING A SIGNED CONSENT FROM PROPERTY OWNER TO WALK THROUGH THE PROPERTY, I OBSERVED ONE EXTENSION CORD COMING FROM ONE HOME PROVIDING LIGHT TO THE CHICKENS AND RECENTLY HATCHED CHICKS. NO OTHER CORDS WERE OBSERVED THROUGHOUT THE PARK. PROPERTY OWNER WAS ADVISED OF COMPLAINT ACCORDINGLY AND PROVIDED WITH THE EDUCATION TO AVOID ANY FUTURE POTENTIAL COMPLAINTS/VIOLATIONS. DENISE ALMODOVAR

1/29/2021, [CMA-2021-146](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation	1/29/2021	ON 1/29/2021 I INSPECTED THE PROPERTY TO OBSERVE MULTIPLE CHICKENS FREE RANGING IN THE BACKYARD. COMPLAINANT STATED THE CHICKENS ARE COMING OVER THE FENCED IN YARD ONTO HIS PROPERTY, WHICH I ALSO OBSERVED. THE PROPERTY IS IN VIOLATION OF SECTION 222 AGRICULTURE E. LIVESTOCK AND FOWL IN RESIDENTIAL NEIGHBORHOODS (2) FOWL AND SWINE SHALL BE KEPT IN PENS OR FENCED AREAS AT LEAST 50 FEET FROM NEIGHBORING RESIDENTIAL PROPERTY LINES. ACREAGE OF PROPERTY IS 0.44. ZONING IS RSX. STAFF WILL PREPARE NOV/NOH FOR SECTION 222 AGRICULTURE E. LIVESTOCK AND FOWL IN RESIDENTIAL NEIGHBORHOODS (2) FOWL AND SWINE SHALL BE KEPT IN PENS OR FENCED AREAS AT LEAST 50 FEET FROM NEIGHBORING RESIDENTIAL PROPERTY LINES. I SPOKE TO THE PROPERTY OWNER VIA A TRANSLATOR AND HE ADVISED ME THAT THEY WILL BUILD A COOP TO PLACE THE CHICKENS IN. INSPECTION PHOTOS ATTACHED. -KYLE POLEY
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation	2/2/2021	ON 2/2/2021, I RE-INSPECTED THE PROPERTY BY REQUEST OF THE PROPERTY OWNER TO OBSERVE THE CHICKENS HAVE BEEN PUT IN CAGES. I THEN MEASURED THE PROPERTY ALSO GIVING THE PROPERTY OWNERS SON DIRECTION ON WHERE HE COULD ADD THE CHICKEN COOP. THIS COMMUNICATION WAS DONE THROUGH SPEAKER PHONE WITH A TRANSLATOR FROM MY OFFICE. IN ADDITION, THE PROPERTY OWNER REMOVED THE TRUCK FROM THE DRIVEWAY THAT WAS INOPERABLE. WITH THIS SAID, THIS CASE IS CLOSING AS OWNER CORRECTED. RE-INSPECTION PHOTOS ATTACHED. PATRICIA BOATWRIGHT

2/2/2021, [CMA-2021-161](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO025493	Vincent	Closed-Owner Corrected	Magistrate Violation	2/2/2021	I INSPECTED THE SAID PROPERTY AND OBSERVED CHICKEN COOPS, ANIMAL CAGES / PENS, AND FEEDING CONTAINERS NOT MEETING THE REQUIRED 50' SETBACK. (NOTE; THIS IS WITHIN A RS LAND USE DISTRICT). ISSUE NOV / NOH FOR ANIMALS (GREATER THAN 1/2 ACRE). -VIN CENT MAFFEI

2/3/2021, [CEC-2021-607](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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JAME.ROWL	James	Closed-No Violation	Complaint	8/26/2021	INSPECTED LOCATION ON 08/26/21 AND DID NOT OBSERVE A CHICKEN COOP BUT I DID OBSERVE A FENCED IN AREA HOUSING GOATS. I WILL ATTEMPT TO MAKE CONTACT WITH THE COMPLAINANT TO VERIFY THE LOCATION OF THE CHICKEN COOP. TOOK 3 PHOTOS -JAMES ROWLAND
CHRI.VALE	Christian	Closed-No Violation	Complaint	9/14/2021	RE-INSPECTED PROPERTY AND LOCATED THE CHICKEN COOP WHICH IS LOCATED FAR FROM PROPERTY LINE. OWNER IS IN COMPLIANCE AT THIS TIME. PHOTOS ATTACHED. C/O -CHRISTIAN VALENTIN

2/3/2021, [CEC-2021-613](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
REBE.ELLE	Rebekah	Closed-No Violation	Complaint	2/17/2021	I went out to 238 Wabash on 2/5/21 and took photos of chickens/roosters that are free-range and roaming. The owner has previously told me they are not his plus the gentleman that works there said he doesn't know who they belong to. I emailed Director Fenton and Erik Peterson this info along with photos. - Rebekah Ellerbrock

2/3/2021, [CMA-2021-184](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO018234	Hank	Closed-Owner Corrected	Magistrate Violation	2/25/2021	RE-INSPECTED 02/25 HANK SMITH CO018234, SPOKE WITH OCCUPANT WHO STATED THE CHICKENS HAVE BEEN REMOVED. 4 PHOTOS. CASE CLOSED COMPLIANT BY OWNER.

2/3/2021, [CNU-2021-180](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-Owner Corrected	Nuisance Violation	2/3/2021	ON 2/3/2021 I INSPECTED THE PROPERTY FOR CHICKENS/TURKEYS IN THE BACKYARD AND DISTRESSED AND ABANDONED VEHICLE(S). I OBSERVED JUNK AND DEBRIS ON THE PROPERTY. THERE IS A PRIVACY FENCE WHICH DID NOT ALLOW ME TO SEE INTO THE BACKYARD FOR CHICKENS/TURKEYS. SUBSEQUENTLY, I DID NOT HEAR ANY CHICKENS OR TURKEYS. I ALSO OBSERVED 2 VEHICLES THAT APPEARED TO BE IN GOOD CONDITION, BUT DID NOT HAVE A TAG ON EITHER OF THEM. IN THE EVENT THE COMPLAINANT CALLS BACK, PLEASE REQUEST ADDITIONAL INFORMATION AND A CONTACT NUMBER. STAFF WILL PREPARE A DFR TO POST FOR JUNK AND DEBRIS. POSTING ON 2/12/2021. INSPECTION PHOTOS ATTACHED. - KYLE POLEY

2/9/2021, [CMA-2021-220](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation	2/9/2021	ON 1/27/2021, I INSPECTED THE PROPERTY UNDER CASE CMA-2021-39 AT WHICH TIME THE PROPERTY OWNER ALLOWED ME TO ENTER THE BACKYARD TO SHOW THE ANIMAL STRUCTURES WERE NOT HOUSING CHICKENS. ALTHOUGH, THE PREVIOUS CASE WAS FOUND TO BE IN COMPLIANCE. I DID DETERMINE THE PROPERTY IS IN VIOLATION FOR BUILDING WITHOUT A PERMIT FOR THE EXTENSION ADDED TO THE SHED. THE PROPERTY OWNER AND I THEN DISCUSSED HOW TO BRING THE PROPERTY INTO COMPLIANCE. STAFF WILL SEND A NOV/NOH TO THE PROPERTY OWNER FOR BUILDING WITHOUT A PERMIT FOR THE EXTENSION ADDED TO THE SHED. NOTE, THE EXTENSION IS FOR THE PURPOSE OF SHELTERING BUNNIES FROM WEATHER CONDITIONS. INSPECTION PHOTOS ATTACHED. PATRICIA BOATWRIGHT

2/10/2021, [CEC-2021-735](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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MICH.CREA	Michael	Closed-No Violation	Complaint	2/12/2021	ON 02/12/21, I RESPONDED TO THE PROPERTY FOR AN INSPECTION BASED ON A CITIZEN COMPLAINT OF COMPOSTING MATERIAL, DRAINAGE TUBE FROM BACK YARD AND CHICKENS/DUCKS. THERE WAS NO ANSWER AT THE DOOR; THEREFORE, I LEFT A BUSINESS CARD FOR A RETURN CALL. I OBSERVED SOME COMPOSTING MATERIALS IN A FRONT FLOWER BED CONSISTING OF EGG SHELLS AND CITRUS/VEGETABLE PEELINGS. THERE IS NO COUNTY ORDINANCE COVERING COMPOSTING MATERIALS IN A FLOWER BED. I DID OBSERVE A SMALL BLACK PLASTIC PIPE PROTRUDING FROM THE SAME FLOWER BED. IT WAS DRY AND I WAS UNABLE TO DETERMINE ITS PURPOSE AT THIS TIME. THERE WERE NO CHICKENS/DUCKS HEARD FROM THE BACK YARD. THE PROPERTY OWNER HAD ELIMINATED ALL CHICKENS AND ROOSTERS AS A RESULT OF A PREVIOUS COMPLAINT (CEC-2020-6119). THAT CASE WAS CLOSED ON 12/30/20, AS THE THE OWNERS BROUGHT THE PROPERTY INTO COMPLIANCE AT THAT TIME. I WILL AWAIT THE RETURN CALL FROM THE PROPERTY OWNER TO DETERMINE THE PURPOSE OF THE PLASTIC PIPE AND ALSO TO ASCERTAIN IF ANY ADDITIONAL FOWL HAS BEEN ACQUIRED. I WILL CONTINUE TO MONITOR. - MIKE CREAMER
MICH.CREA	Michael	Closed-No Violation	Complaint	2/16/2021	ON 02/16/21, I RECEIVED A VOICEMAIL MESSAGE FROM PROPERTY OWNER ANITA BARTON (315-985-0109). I MET WITH MRS. BARTON AT THE PROPERTY AND WE DISCUSSED THE COMPLAINTS FURTHER. SHE CONFIRMED THAT THE MATERIALS IN THE FLOWER BED ARE USED FOR COMPOSTING. THERE ARE NO ORDINANCES COVERING COMPOST MATERIALS IN FLOWER BEDS. SHE CONFIRMED THAT THERE HAVE BEEN NO CHICKENS OR ROOSTERS SINCE THEY WERE ELIMINATED IN DECEMBER. SHE DID ADVISE THAT THEY TEMPORARILY HAD ONE SMALL DUCK FOR A FEW DAYS; HOWEVER, IT HAS BEEN GONE FOR SEVERAL DAYS NOW. REGARDING THE BLACK PLASTIC PIPE, SHE ADVISED THAT IT IS AN EXTENSION OF THEIR ALREADY EXISTING RAIN GUTTER ON THE BACK OF THEIR RESIDENCE. SHE ADDED THAT ABOUT THREE YEARS AGO THE RAIN FROM THEIR GUTTERS BACKED UP ONTO THEIR BACK PORCH. SUBSEQUENTLY, THEY ADDED AN EXTENSION TO THE GUTTER TO HELP ELIMINATE THE WATER BACKING UP ON THEIR PORCH. SHE ADDED THAT THE PLASTIC PIPE HAS BEEN IN PLACE FOR THOSE ENTIRE THREE YEARS. I OBSERVED NOTHING OTHER THAN MOISTURE FROM RAIN IN THE AREA OF THE PLASTIC PIPE AND THE DESIGNED STREET DRAINAGE AREA. NO VIOLATIONS WERE OBSERVED. CASE CLOSED. - MIKE CREAMER

2/12/2021, [CEC-2021-762](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
KIMB.GONZ	Kimberly	Closed-No Violation	Complaint	5/10/2021	REINSPECTED LOCATION 5-10-21 AND DID NOT OBSERVE ANY CHICKENS RUNNING AROUND OR IN THE CHICKEN PEN. C/O. - KIMBERLY GONZALEZ

2/17/2021, [CMA-2021-292](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CODETEMP	Code	Closed-Owner Corrected	Magistrate Violation	3/1/2021	JESSICA FOWLER CAME INTO THE OFFICE AND PROVIDED A PERMIT FOR THE BACKFLOWER. I SCANNED THE PERMIT INTO DOCUMENTS UNDER BUILDING PERMIT (BACKFLOWER) - MELINDA GREENE

2/17/2021, [CMA-2021-292](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-Owner Corrected	Magistrate Violation	3/1/2021	ON 03/01/21, I RECEIVED AN EMAIL FROM THE CODES OFFICE THAT JESSICA FOWLER (REPRESENTATIVE FOR PROPERTY OWNER SAM LORINO) HAD OBTAINED THE NECESSARY PERMIT AND PROVIDED A COPY. I RE-INSPECTED THE PROPERTY AND ALSO CHECKED THE BUILDING DEPARTMENT ACCELA SYSTEM. PERMIT BT-2021-3107 WAS ISSUED ON THIS DATE (03/01/21). A COPY OF THE PERMIT CARD WAS DOWNLOADED INTO THE CASE FILE. THE PROPERTY IS IN COMPLIANCE BY THE OWNER. CASE CLOSED. - MIKE CREAMER

3/4/2021, [CEC-2021-1161](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-No Violation	Complaint	5/24/2021	ON 5/24/2021, I INSPECTED THE PROPERTY FOR A ROOSTER AND PIGS TO OBSERVE THE BACKYARD OF THE PROPERTY IS COVERED BY A PRIVACY FENCE. I ALSO DID NOT HEAR THE SOUNDS OF ANY ANIMALS SITTING IN FRONT OF THE RESIDENCE. I THEN LEFT A MESSAGE FOR THE COMPLAINANT TO RETURN MY CALL. PATRICIA BOATWRIGHT

3/5/2021, [CEC-2021-1192](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	4/2/2021	ON 04/02/21, I RESPONDED TO THE PROPERTY FOR AN INSPECTION BASED ON A COMPLAINT OF FOWL PENS. THERE WAS NO ANSWER AT THE DOOR; THEREFORE, I LEFT A BUSINESS CARD FOR A RETURN CALL. FROM MY LEGAL ACCESS, I OBSERVED NO PENS. I WILL CONTINUE TO MONITOR WHILE AWAITING THE RETURN CALL. - MIKE CREAMER
MICH.CREA	Michael	Closed-No Violation	Complaint	4/6/2021	ON 04/06/21, I MET WITH PROPERTY OWNER LUCINDA HALL (863-944-1705) AND INSPECTED THE PROPERTY DUE TO A COMPLAINT OF FOWL AND A PEN ON THE PROPERTY. MRS. HALL ADVISED THAT THEY HAVE SIX CHICKENS AND A FOWL PEN IN THEIR BACK YARD AT THE BACK EDGE OF THE PROPERTY. SHE ADDED THAT THEY ALSO HAD A ROOSTER UNTIL RECENTLY WHEN THEY REMOVED IT. I EXPLAINED THE ORDINANCE REGARDING FOWL AND THE RESTRICTIONS AND ADVISED HER OF THE COMPLAINT THAT HAD BEEN FILED. PER THE PROPERTY APPRAISER, THIS PARCEL IS .42 ACRE. THE ORDINANCE MINIMUM PARCEL SIZE FOR FOWL IS .5 ACRE. THE PARCEL MEASURES 130 FEET WIDE AND 140.75 FEET DEEP. THE ORDINANCE FOR FOWL PENS REQUIRES AT LEAST 50 FEET FROM THE PROPERTY LINE. I EXPLAINED THE PARCEL SIZE DOES NOT ALLOW ANY OF THE FOWL OR THE PEN AND ADDITIONALLY, THERE WAS A NAMED COMPLAINANT. MRS. HALL WAS UNAWARE OF THE ORDINANCE AND ADVISED THAT THEY WOULD REMOVE THE FOWL AND PEN RIGHT AWAY, POSSIBLY BY THE END OF THE UPCOMING WEEKEND. MRS. HALL SIGNED A CONSENT FORM AND SHE ACCOMPANIED ME AS I INSPECTED THE BACK YARD. I OBSERVED THE SIX CHICKENS INSIDE THE PEN, WHICH WAS LOCATED AT THE WEST BACK EDGE OF THE PROPERTY BETWEEN THEIR POOL CAGE AND THE BACK PROPERTY LINE FENCE. I GAVE HER A BUSINESS CARD AND ASKED THAT SHE CALL ME WHEN THE PROPERTY IS BROUGHT INTO COMPLIANCE. MONITORING CASE. - MIKE CREAMER

3/10/2021, [CMA-2021-426](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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CO000968	Lisa	Closed-No Violation	Magistrate Violation	3/10/2021	INSPECTED LOCATION ON 3/9/21 AND TOOK (3) PHOTOS OF WHAT APPEARS TO BE A CHICKEN PEN. THERE IS SO MUCH STUFF LEANING ON IT COULD NOT TELL IF THERE WERE CHICKENS IN IT. WILL CONDUCT RESEARCH ON PROPERTY AND LAND USE BEFORE SENDING NOTIFICATION. - LISA HARRIS
CO000968	Lisa	Closed-No Violation	Magistrate Violation	3/10/2021	CHECKED PROPERTY APPRAISERS AND CREATED (4) MARKERS WITH THE SQUARE FOOTAGE FROM EACH HOME. THE CHICKEN PEN MEETS A 50 FOOT SETBACK FROM EACH HOME. ASKED SUPERVISOR, AMY HERNANDEZ TO REVIEW - LISA HARRIS
CO000968	Lisa	Closed-No Violation	Magistrate Violation	3/23/2021	RECEIVED CALL FROM KAREN (COMPLAINANT) REGARDING CHICKENS 618-9014. I ADVISED THE CHICKENS NEED TO BE PLACED INSIDE A PEN. - LISA HARRIS
CO000968	Lisa	Closed-No Violation	Magistrate Violation	4/5/2021	CALLED THE OWNER OF THE PROPERTY 562-688-3309 TO EXPLAIN THAT IF HE MADE A COMPLAINT I WOULD HAVE TO CITE HIM FOR THE VIOLATION. I ALSO EXPLAINED THAT THE CASE WAS CLOSED OUT AND RECOMMENDED THAT HE ASK HIS TENANT TO CREATE AN AREA FOR THE CHICKENS TO ROAM WHICH WOULD KEEP THEM OUT OF HIS OTHER TENANTS' YARDS. HE STATED HE WOULD ADDRESS THAT WITH HIS TENANT AND IF SHE DISAGREED HE WOULD HAVE HER REMOVE THE CHICKENS. HE STATED HE WOULD ADVISE ME. - LISA HARRIS

3/26/2021, [CEC-2021-1616](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO001230	Denise	Closed-No Violation	Complaint	3/30/2021	HERE TODAY NO SIGN OF A ROOSTER AT 2:05 P.M. DENISE BARNES
CO001230	Denise	Closed-No Violation	Complaint	4/1/2021	PROPERTY OWNER CAME UP WHILE I WAS STILL AT HIS RESIDENT HE SAID THE CHICKENS AND ROOSTER ROME THE NEIGHBORHOOD. C/O DENISE BARNES

3/31/2021, [CNU-2021-599](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO001230	Denise	Closed-Owner Corrected	Nuisance Violation	4/30/2021	I recheck this property today and technically the yard is, the grass is cut but in cleaning the yard they have excessive bull waste out front. Took photos there is a non-confirming card from the trash haulers on this pile of organic debris and mixed in with chicken wire and wood fencing. I will close this CNU Case. I took pictures for the bulk waste violation. Denise Barnes

4/2/2021, [CEC-2021-1763](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CODETEMP	Code	Violation Case Generated	Complaint	5/26/2021	JENNIFER MARTINEZ 863-875-7508 3595 AVE K; CALLED AND STATED THE ROOSTERS ARE GETTING INTO HER YARD AND DIGGING UP HER YARD AND PLANTS . PLEASE GIVE NEIGHBORS A CALL AS IT'S GETTING BAD. PHYLLIS CLAY
JAME.ROWL	James	Violation Case Generated	Complaint	5/27/2021	CALL SHARON ON 05/27/21 AND SHE STATED SHE LIVES ACROSS THE STREET FROM THE VIOLATION ADDRESS. SHE STATED THE ROOSTERS ARE AGGRESSIVE AND THE OWNERS OF THE CHICKENS ARE NOT CIVIL AND WILL NOT CONTAIN THEIR CHICKENS. SHE ALSO STATED THE VIOLATION ADDRESS HAS A PRIVACY FENCE. SHE STATED 3501 HAS CLAIMED THE CHICKENS AS THEIR OWN AND GETS UPSET WHEN THEY(THE COMPLAINANTS) REMOVE THE CHICKENS. -JAMES ROWLAND

4/16/2021, [CEC-2021-2019](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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CO000968	Lisa	Closed-No Violation	Complaint	4/27/2021	INSPECTED PROPERTY AND FOUND HOUSE TO BE OCCUPIED. I ALSO SAW THAT THERE A BOY OUT BACK COLLECTING CHICKEN EGGS. HOUSE DOES NOT LOOK TO BE IN DISREPAIR OR ABANDONED AS THERE WERE VEHICLES THERE AS WELL. TOOK 5 PHOTOS. -KIMBERLY GONZALEZ
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5/11/2021, [CMA-2021-836](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
DENI.RIVE	Denise	Closed-Owner Corrected	Magistrate Violation	5/11/2021	05/11/21 CASE GENERATED FROM COMPLAINT CEC-2021-2429. PROCEEDED TO INVESTIGATE COMPLAINT AND MET WITH COMPLAINANT CLARISSA AT HER PROPERTY (NEIGHBOR 1144). FROM COMPLAINANT PROPERTY I WAS ABLE TO OBSERVE CURRENT SMALL CHICKEN COUPS WHICH ARE PERMISSIBLE AND WITHIN 50' OF PROPERTY LINE. NEVERTHELESS, THE STRUCTURES BEING BUILT (POTENTIAL CHICKEN COUPS/STRUCTURES) ARE A VIOLATION AND A CMA CASE WILL BE GENERATED FOR NOT MEETING THE REQUIRED 50 FEET FROM PROPERTY LINE. OBSERVED A SHED ON LEFT SIDE OF PROPERTY AND AFTER VERIFYING ACCELA DATA BASE, NO PERMITS WERE REQUESTED. ALSO, PROPERTY OWNER NEEDS TO MEET REQUIRED 50 FEET FOR HER ANIMALS (OBSERVED PONY/LEFT REAR OF PROPERTY). A YELLOTAG WAS LEFT ON GATE OF VIOLATION ADDRESS. LATER RECEIVED A CALL FROM TENANT, AMY LAPORTE, AND SHE CONFIRMED SHE WAS BUILDING CHICKEN COUPS. SHE WAS ADVISED OF ALL VIOLATIONS. SHE STATED SHE WILL RETURN HOME ON 05/15/21 AND WILL THEN WORK ON CORRECTING ITEMS. PROPERTY WILL BE POSTED ALONG WITH CNU-2021-807 ON 05/21/21. DENISE ALMODOVAR

5/11/2021, [CNU-2021-807](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
DENI.RIVE	Denise	Closed-Owner Corrected	Nuisance Violation	5/11/2021	05/11/21 PROCEEDED TO INVESTIGATE AND MET WITH COMPLAINANT CLARISSA AT HER PROPERTY (NEIGHBOR 1144). FROM COMPLAINANT PROPERTY I WAS ABLE TO OBSERVE TWO DISTRESSED AND ABANDONED VEHICLES WITH THE DESCRIPTION OF A SILVER NISSAN SEDAN AND A BLUE SUV. ALSO OBSERVED OPEN STORAGE AND JUNK AND DEBRIS CONSISTENT OF CONSTRUCTION BUILDING ITEMS (DOORS SINK, AMONG OTHERS), TIRES, WOOD PANELS, AMONG OTHER HOUSEHOLD ITEMS. I ADVISED COMPLAINANT THE TRAILER IS PERMISSIBLE. CURRENT SMALL CHICKEN COOPS ARE ALSO PERMISSIBLE. NEVERTHELESS, THE STRUCTURES BEING BUILT ARE A VIOLATION AND A CMA CASE WILL BE GENERATED. ALSO, PROPERTY OWNER NEEDS TO MEET REQUIRED SETBACKS FOR HER ANIMALS (OBSERVED PONY/LEFT REAR OF PROPERTY). A YELLOTAG WAS LEFT ON GATE OF VIOLATION ADDRESS. DENISE ALMODOVAR

5/12/2021, [CMA-2021-847](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JESS.GIPS	Jessica	Closed-Owner Corrected	Magistrate Violation	5/12/2021	05/12 INSPECTED THE PROPERTY VIA A COMPLAINT FOR A NEARBY PROPERTY AND LOCATED A ZERO LOT WHICH HAS CHICKEN COOP BUILT WITHOUT PERMIT AND NO PRIMARY STRUCTURE. PREPARE NOV/NOH FOR BUILDING WITHOUT PERMIT (CHICKEN COOP), LDC CHAPTER 2 ACCESSORY STRUCTURE (DOG PEN AND CHICKEN COOP) AND LDC CHAPTER 2 SECTION 222 GENERAL FARMING (SHELTERING OR FEEDING OF ANIMALS SHALL BE PERMITTED TO BE BUILT WITHIN 50 FEET OF A PROPERTY BOUNDARY). - JESSICA GIPSON

5/12/2021, [CMA-2021-847](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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5/17/2021, [CEC-2021-2561](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
REBE.ELLE	Rebekah	Violation Case Generated	Complaint	5/26/2021	Complainant allowed access to her backyard to obtain photos of chickens at this location. There were chickens in the backyard, but my camera batteries died before I could get clearer pictures. I advised the complainant I will be back tomorrow to get better photos, which she said was fine for me to re-enter her backyard then. Attached 3 photos taken today. -Rebekah Ellerbrock

5/21/2021, [CEC-2021-2607](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-No Violation	Complaint	5/24/2021	ON 5/24/2021, I INSPECTED THE PROPERTY FOR FREE ROAMING CHICKENS TO OBSERVE NO FOWL PRESENT AT THE TIME OF THE INSPECTION. THIS CASE IS BEING PLACED IN MONITORING STATUS TO CONFIRM COMPLIANCE. INSPECTION PHOTOS ATTACHED. PATRICIA BOATWRIGHT
PATR.BOAT	Patricia	Closed-No Violation	Complaint	6/23/2021	ON 6/23/2021, I INSPECTED THE PROPERTY TO OBSERVE NO CHICKENS OR FOWL WHICH COULD BE VISIBLY SEEN OR HEARD. I THEN CALLED TO LEAVE A MESSAGE FOR THE COMPLAINANT AS A MEANS TO MAKE CONTACT OVER THE CONCERNS. THIS CASE IS BEING CLOSED AS NO VIOLATIONS HAVE BEEN SEEN. INSPECTION PHOTOS ATTACHED. PATRICIA BOATWRIGHT

6/2/2021, [CMA-2021-952](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JAME.ROWL	James	Closed - Owner Corrected	Magistrate Violation	6/2/2021	INSPECTED PROPERTY ON 06/02/21. THE COMPLAINANT MR BERGAMO ALLOWED MYSELF AND INVESTIGATOR GREEN ONTO HIS PROPERTY WHERE WE COULD SEE INTO THE VIOLATION ADDRESS REAR YARD. WE OBSERVED A LARGE CHICKEN COOP AND LARGE SHED AND NEITHER HAVE PERMITS NOR DOES THE CHICKEN COOP MEET REQUIRED SET BACKS IT IS FAR TOO LARGE AND TAKES UP ALMOST HALF OF THE REAR YARD. -JAMES ROWLAND
JAME.ROWL	James	Closed - Owner Corrected	Magistrate Violation	6/2/2021	SEND NOV/NOH FOR LDC SECTION 110 B.1 ****BUILDING W/O PERMIT FOR CHICKEN COOP AND SHED AND NOT MEETING SETBACKS****
JAME.ROWL	James	Closed - Owner Corrected	Magistrate Violation	6/2/2021	ALSO ADD LDC CHAPTER 2 FOR ****FARM ANIMALS CHICKEN COOP**** -JAMES ROWLAND
JAME.ROWL	James	Closed - Owner Corrected	Magistrate Violation	6/2/2021	UNDER LDC CHAPTER 2 THE VIOLATION IS FOR ***LIVESTOCK AND FOWL IN RESIDENTIAL AREA ON UNDER 1/2 ACRE**** -JAMES ROWLAND
JAME.ROWL	James	Closed - Owner Corrected	Magistrate Violation	7/20/2021	RE-INSPECTED LOCATION ON 07/20/21 AND FOUND THE SHED, AND CHICKEN COOP REMAIN ON PROPERTY. I ALSO CHECKED THE SYSTEM FOR ANY NEW PERMITS AND FOUND NONE HAVE BEEN OBTAINED THEREFORE THIS CASE WILL PROCEED TO THE PRE-HEARING STAGE. TOOK 2 PHOTOS -JAMES ROWLAND

6/2/2021, [CMA-2021-952](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JAME.ROWL	James	Closed - Owner Corrected	Magistrate Violation	9/7/2021	SPOKE WITH OWNER MR KENNETH AND HE INFORMED ME THAT HE HAS AN EDUCATIONAL EXEMPTION ON THE CHICKEN COOP AND A WRITTEN AGREEMENT THAT THE SHED IS ALLOWED TO BE 5 FEET FROM THE NEIGHBORS PROPERTY LINE. I INFORMED MR KENNETH THAT THE SHED WAS BUILT WITHOUT A PERMIT AND WOULD NEED A VARIANCE IN ORDER TO BE PLACED 5 FEET FROM THE NEIGHBORS PROPERTY LINE. I ALSO INFORMED HIM THAT I BELIEVE HE STILL NEEDS TO MEET SETBACKS AND HAVE A PERMIT FOR THE CHICKEN COOP DUE TO THE SIZE OF IT. HE REQUESTED A 60 DAY EXTENSION. A STIPULATION WILL BE WORKED REQUESTING A 60 DAY EXTENSION. -JAMES ROWLAND
JAME.ROWL	James	Closed - Owner Corrected	Magistrate Violation	9/8/2021	AFTER SPEAKING WITH ERIK PETERSON FROM LAND DEVELOPMENT A DETERMINATION WAS MADE THAT THE CHICKEN COOP IS IN COMPLIANCE DUE TO AN EDUCATIONAL EXEMPTION HOWEVER, THE UNPERMITTED SHED IS STILL A BUILDING WITHOUT PERMIT VIOLATION AND ALSO IS IN VIOLATION FOR NOT MEETING SETBACKS. THE OWNER WAS EMAILED A STIPULATION AND REFUSED TO SIGN THE STIPULATION BECAUSE THEY DO NOT BELIEVE A VIOLATION EXISTS ON THE PROPERTY. THIS CASE WILL BE PRESENTED AT THE SEPTEMBER SM HEARING. I WILL ATTACH THE EMAIL THREAD TO THE CASE. -JAMES ROWLAND

6/3/2021, [CEC-2021-2894](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Violation Case Generated	Complaint	7/22/2021	ON 07/21/21, I INSPECTED THE PROPERTY BASED ON A COMPLAINT OF CARGO CONTAINERS, OCCUPIED RV AND CHICKEN PENS. THIS PROPERTY HAS A LARGE BRICK FENCE IN THE FRONT AND A GATE ACROSS THE DRIVEWAY; SUBSEQUENTLY, I HAD NO ACCESS. FROM THE ROADWAY VIEW, I OBSERVED AN RV/CAMPER IN THE DRIVEWAY JUST OUTSIDE OF THE GARAGE. THE SIDE SLIDERS WERE EXTENDED, BUT NO UTILITIES APPEARED TO BE CONNECTED. I DID NOT OBSERVE ANY CHICKENS OR CHICKEN PENS FROM MY LEGAL ACCESS VIEWPOINT. FROM A VIEWPOINT IN THE 2000 BLOCK OF WINDWOOD LANE (EAST OF THE SUBJECT PROPERTY), I OBSERVED THE TOPS OF TWO LARGE CARGO CONTAINERS (ONE ORANGE AND ONE BLUE) LOCATED IN THE SOUTHEAST PORTION OF THE SUBJECT PROPERTY. THERE WAS A TALL PRIVACY SHRUBBERY HEDGE SURROUNDING THE BACK AND SIDES OF THE SUBJECT PROPERTY; HOWEVER, THE TWO CARGO CONTAINERS WERE OBSERVED ABOVE THE HEDGE. THE PROPERTY IS ZONED RS (RESIDENTIAL) AND PER THE PROPERTY APPRAISER SITE, THE PARCEL IS 5 ACRES. PARCELS DESIGNATED RS SHALL BE PERMITTED ONE CARGO CONTAINER PER FIVE ACRE PARCEL, WITH A MINIMUM PROPERTY SIZE OF FIVE ACRES, AND A BUILDING PERMIT FOR THE CARGO CONTAINER IS REQUIRED. I CHECKED THE BUILDING DIVISION ACCELA DATABASE AND NO PERMIT WAS FOUND. SUBSEQUENTLY, THIS VIOLATES LDC SECTION 206.K.3.C (ACCESSORY USE / CARGO CONTAINERS FOR PERMANENT STORAGE) FOR NO PERMIT AND MORE THAN THE ONE ALLOWED CARGO CONTAINER FOR THE 5 ACRE PARCEL. I WILL ATTEMPT TO CONTACT THE COMPLAINANT TO ASCERTAIN IF HE HAS ANY ADDITIONAL INFORMATION REGARDING THE CHICKEN PENS. MONITORING. - MIKE CREAMER

6/6/2021, [CEC-2021-2965](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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CODETEMP	Code	Violation Case Generated	Complaint	6/29/2021	PER COMPLAINANT THE J/D IS FOWLING INTO THE ROAD. PHYLLIS CLAY
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6/8/2021, [CMA-2021-1005](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
REBE.ELLE	Rebekah	Closed - Owner Corrected	Magistrate Violation	6/8/2021	Complainant allowed access to her backyard for the purpose of obtaining photos respondent's backyard. Observed chickens/roosters within a chain link fence. PPA show the lot is .25 acres in size. Attached photos. Send nov/noh to the owner for livestock and fowl in residential neighborhoods under 1/2 an acre, (Chickens/Roosters not permitted on lot under 1/2 acre). -Rebekah Ellerbrock
REBE.ELLE	Rebekah	Closed - Owner Corrected	Magistrate Violation	8/11/2021	Spoke to owner, Mrs. Stafford, via phone on 8/11/21. She stated there are approximately 6 chickens that are "therapy chickens" and are also educational animals for her grand-daughters (one is in FFA and the other in kindergarten). Mrs. Stafford said she's on her way to a doctor's appointment and will see about getting a letter from her primary care physician. Advised her that I obtained access to her neighbor's backyard and observed the chickens through the chain-link fence. Also, I texted her my email address to send Doctor's Letter and Educational Letter for upper management to review (no promises if it will be approved or not). Mrs. Stafford agreed to send letters in the next few days. -Rebekah Ellerbrock
REBE.ELLE	Rebekah	Closed - Owner Corrected	Magistrate Violation	9/7/2021	Re-inspected location on 9/2/21. Chickens remain in the backyard. Attached photos. Mrs. Stafford sent Doctor's note after this inspection. Per Supervisor Tonya Long, this case will be continued to the October Hearing and the Dr. Letter will go to Land Development for review of "therapy chickens" letter. -Rebekah Ellerbrock
PATR.BOAT	Patricia	Closed - Owner Corrected	Magistrate Violation	10/21/2021	THIS CASE WAS CONTINUED AT THE OCTOBER SM HEARING TO THE NOVEMBER 18, 2021 SM HEARING DUE TO A LETTER REVIEW FOR THEROPY CHICKENS. PATRICIA BOATWRIGHT
THOM.GRAZ	Thomas	Closed - Owner Corrected	Magistrate Violation	1/13/2022	Phone Call 01/05/2022: I received a phone call from the complainant. She alleged that the chicken problem was improving, but recently has become an issue again. I stated that I will follow up with Land Development to determine if an exception had been applied for, and if so, what the status was of the application. - Thomas Graziano
THOM.GRAZ	Thomas	Closed - Owner Corrected	Magistrate Violation	1/13/2022	Email 01/06/2022: I sent an email to Erik Peterson, Principal Planner for Land Development and Lisa Irizarry, Land Development Coordinator. Mr. Peterson responded on 01/06/2022 and advised that they did not receive an application for a chicken variance. Ms. Irizarry replied on 01/10/2022 and advised that they have not received an application from the property owner. - Thomas Graziano
THOM.GRAZ	Thomas	Closed - Owner Corrected	Magistrate Violation	1/19/2022	Phone Call 01/19/2022: I received a phone call from the property owner. She advised that all her chickens had died. She was inquiring as to what her options are to close out this case. I advised her that due to the chickens no longer being housed at her property, we can close out the case once we obtain compliance photos. The property owner stated that she has COVID. I requested that she contacts me in two weeks so we can schedule a time to obtain compliance photos. I advised that if she wants to have chickens in the future, she needs to apply for a special exception through Land Development. I provided her with the phone number to the Planner on Call. - Thomas Graziano
THOM.GRAZ	Thomas	Closed - Owner Corrected	Magistrate Violation	2/23/2022	Phone Call 02/23/2022: I contacted the property owner and LVM advised her that I need to schedule a time to re-inspect the property and verify the chickens had been removed. - Thomas Graziano

6/8/2021, [CMA-2021-1005](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed - Owner Corrected	Magistrate Violation	3/21/2022	On 03/21/2022, I met with the property owner, who voluntarily signed the Consent Form, allowing me access to his property to obtain compliance photos. I observed no chickens or chicken coops were present on the property. Therefore, this case is closed. Compliance Photos and Consent Form uploaded. – Thomas Graziano

6/22/2021, [CMA-2021-1067](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
DELD.PETE	Deldrion	Closed-Owner Corrected	Magistrate Violation	6/22/2021	ON 6/21/21 - THE PROPERTY WAS INSPECTED AND THE VIOLATION OF LDC CHAPTER 2 LAND USE DISTRICTS & REGULATIONS WAS OBSERVED. I ALSO SPOKE WITH THE COMPLAINANT VICTORIA CURTIS (863-289-0798). -VIOLATION CONSISTS OF: LIVESTOCK NOT MEETING 50 FEET SET BACK OF NEIGHBORING PROPERTY (CHICKENS & CHICKEN COOP) -STAFF WILL PREPARE NOV / NOH -DEL PETERSON
MICH.CREA	Michael	Closed-Owner Corrected	Magistrate Violation	8/11/2021	ON 08/11/21, I RECEIVED A CALL FROM PROPERTY MANAGER PHILLIP BLIZZARD (863-899-1762). HE ADVISED THAT THE TENANT'S CHICKENS IN QUESTION ARE UTILIZED AS SHOW CHICKENS. SUBSEQUENTLY, THE CASE WILL BE CLOSED, AS SHOW CHICKENS ARE EXEMPT. CASE CLOSED. - MIKE CREAMER

6/22/2021, [CMA-2021-1069](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JAME.ROWL	James	Closed-Owner Corrected	Magistrate Violation	6/22/2021	INSPECTED PROPERTY ON 06/21/21 AND FOUND FREE RANGE CHICKENS THAT BELONG TO THIS ADDRESS. THIS IS A VIOLATION OF LDC CHAPTER 2 SECTION 222 SUB SECTION E. TOOK 3 PHOTOS -JAMES ROWLAND
JAME.ROWL	James	Closed-Owner Corrected	Magistrate Violation	6/22/2021	PREPARE TO SEND NOV/NOH FOR ****LDC CHAPTER 2 SECTION 222 SUB-SECTION E FREE RANGE CHICKENS IN A RESIDENTIAL AREA*** -JAMES ROWLAND
JAME.ROWL	James	Closed-Owner Corrected	Magistrate Violation	8/2/2021	RE-INSPECTED LOCATION ON 08/02/21 AND THE CHICKENS STILL REMAIN ON THE PROPERTY THEREFORE, THE PROPERTY IS NOT IN COMPLIANCE. TOOK 1 PHOTO. -JAMES ROWLAND
JAME.ROWL	James	Closed-Owner Corrected	Magistrate Violation	9/3/2021	RE-INSPECTED PROPERTY ON 09/03/21 AND OBSERVED A ROOSTER SITTING ON TOP OF THE FENCE TO THE REAR YARD. I COULD ALSO HEAR MULTIPLE CHICKENS ON THE PROPERTY FROM WHAT APPEARED TO BE THE REAR YARD. I HAVE NOT MADE CONTACT WITH THE OWNERS SO I DO NOT KNOW IF THE CHICKENS ARE IN A COOP, OR STILL FREE RANGE. -JAMES ROWLAND
CHRI.VALE	Christian	Closed-Owner Corrected	Magistrate Violation	10/29/2021	RE-INSPECTED PROPERTY AND OBSERVED 1 ROOSTER ROAMING THE FRONT YARD. ALSO COULD HEAR A BUNCH OF BABY CHICKS CHIRPING FROM THE REAR YARD. I WOULD ASSUME THE VIOLATION REMAINS BUT I WILL CONTINUE TO MONITOR THIS PROPERTY PERIODICALLY TO VERIFY. -CHRISTIAN VALENTIN
CHRI.VALE	Christian	Closed-Owner Corrected	Magistrate Violation	10/29/2021	WAS INFORMED THAT IF I COULD HEAR ALL THE CHICKS AND ROOSTERS THE VIOLATION REMAINS. PROCEEDING FORWARD WITH THE CASE, REQUEST TO SEND AFFIDAVIT OF NON COMPLIANCE 10/28/21 -CHRISTIAN VALENTIN

6/22/2021, [CMA-2021-1069](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CHRI.VALE	Christian	Closed-Owner Corrected	Magistrate Violation	11/29/2021	REINSPECTED PROPERTY AND SPOKE TO PROPERTY OWNERS, THE CHICKEN COOP THEY HAVE WAS TO PROTECT MISTREATED CHICKENS WHO WERE BEING SHOT AT WITH A BB GUN BY PROPERTY OWNERS ACROSS THE STREET. AFTER CHECKING PROPERTY APPRAISERS AND PROPERTY MEASURES IT WAS FOUND THAT THEIR PROPERTY IS ONLY ABOUT 65FT FROM SIDE TO SIDE. SET BACKS FOR A CHICKEN COOP ARE UNABLE TO BE MET. CALLED 11/29/21 TO INFORM PROPERTY OWNERS LEFT VOICEMAIL -CHRISTIAN VALENTIN
CHRI.VALE	Christian	Closed-Owner Corrected	Magistrate Violation	12/9/2021	Called and left property owner Maria a voicemail to set up a re-inspection to verify the chicken coop has been removed before hearing. -Christian Valentin
CHRI.VALE	Christian	Closed-Owner Corrected	Magistrate Violation	12/10/2021	12/10/21 While posting a neighboring property I observed the chickens and roosters are now free roaming, Per Supervisor if you can not visualize the coop and the chickens are free roaming, evidence enough to close case. c/o - Christian Valentin

6/22/2021, [CMA-2021-1076](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JAMI.HARR	Jamie	Closed - Owner Corrected	Magistrate Violation	6/22/2021	THE PROPERTY WAS INSPECTED ON 06/21/2021 AND MULTIPLE VIOLATIONS WERE IDENTIFIED. THE ACCESSORY STRUCTURE ON THE EAST SIDE OF THE RESIDENCE WHICH APPEARS TO BE A CHICKEN COOP WAS BUILT WITHOUT A PERMIT AND DOES NOT MEET THE MINIMUM SETBACKS. THE SWIMMING POOL ON THE WEST SIDE OF THE RESIDENCE DOES NOT MEET THE MINIMUM SETBACKS. THE MASONRY WALL BEING CONSTRUCTED BEHIND THE SWIMMING POOL DOES NOT HAVE A BUILDING PERMIT. THE ACCESSORY STRUCTURE BUILT AS A HORSE SHELTER DOES NOT MEET THE MINIMUM SETBACKS AND DOES NOT HAVE A BUILDING PERMIT. THE REAR PORCH ON THE SOUTH SIDE OF THE RESIDENCE WAS CONSTRUCTED WITHOUT A BUILDING PERMIT. I CHECKED THE PROPERTY APPRAISER WEBSITE AND REVIEWED THE MOST RECENT AERIAL PHOTOS AND NONE OF THE STRUCTURES ON THE PROPERTY WERE SEEN IN THE 2020 PHOTOS. MULTIPLE PHOTOS OF THE VIOLATIONS WERE OBTAINED. A PREVIOUS INSPECTION WAS CONDUCTED BUT THE CASE WAS CLOSED DUE TO THERE BEING NO COMPLAINANT. ON 06/21/2021 I RECEIVED AN EMAIL FROM THE COMPLAINANT FOR THIS CASE AND IT WAS LEARNED THAT SHE WAS NOT ASKED FOR HER INFORMATION OR ELSE SHE WOULD HAVE PROVIDED IT. I OBTAINED THE COMPLAINANT'S INFORMATION AND THIS CASE WAS GENERATED ACCORDINGLY. JAMIE HARRELL
JAMI.HARR	Jamie	Closed - Owner Corrected	Magistrate Violation	6/22/2021	PREPARE NOTICE FOR THE FOLLOWING: LDC CH.1 BUILDING WITHOUT A PERMIT - CHICKEN COOP (EAST SIDE OF RESIDENCE), HORSE SHELTER (SOUTHWEST SIDE OF RESIDENCE), REAR PORCH (ATTACHED TO SOUTH SIDE OF MOBILE HOME), MASONRY BLOCK WALL (WEST SIDE OF RESIDENCE), SWIMMING POOL (WEST SIDE OF RESIDENCE) 2) CH.2 SEC. 205, TABLE 2.1 - LAND USE STANDARD DISTRICTS: SETBACKS - ACCESSORY STRUCTURES- IN RS LAND USE A 5 FT MINIMUM SETBACK FROM THE SIDE AND 10 FT SETBACK FROM THE REAR. POOL DOES NOT MEET MINIMUM SETBACKS. 3) CH.2 SECTION 205.TABLE 2.1, 2.2 - LIVESTOCK AND FOWL IN RESIDENTIAL NEIGHBORHOODS UNDER 1/2 ACRE - PROPERTY IS APPROXIMATELY 90FT X 130 FT AND DOES NOT PROVIDE FOR THE MINIMUM 50 FT SETBACK REQUIREMENTS FROM ALL PROPERTY LINES FOR THE FEEDING AND SHELTERING PF LIVESTOCK. JAMIE HARRELL

6/22/2021, [CMA-2021-1076](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JAMI.HARR	Jamie	Closed - Owner Corrected	Magistrate Violation	7/21/2021	ON 07/19/2021 I MET WITH THE PROPERTY OWNER AND TENANT AT THE RESIDENCE. EACH VIOLATION WAS DISCUSSED IN DEPTH AND WHAT WOULD NEED TO BE DONE TO CORRECT THE VIOLATION. THE PROPERTY OWNER REQUESTED AN EXTENSION OF TIME TO ALLOW THEM TO BRING THE PROPERTY INTO COMPLIANCE. I ADVISED A STIPULATION OF TIME CAN BE GIVEN, HOWEVER, THE HORSES AND CHICKENS WOULD NEED TO BE REMOVED POST HASTE. THE TENANT AND PROPERTY OWNER AGREED TO THIS AND I ADVISED I WOULD SEND THE RESPONDENT A STIPULATION VIA EMAIL. AT THIS TIME THE VIOLATIONS REMAIN. JAMIE HARRELL

6/25/2021, [CMA-2021-1105](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-No Violation	Magistrate Violation	6/25/2021	ON 6/25/2021, I INSPECTED THE PROPERTY TO MAKE CONTACT WITH THE TENANT (JESSICA CHIN) AND HER HUSBAND TO DISCUSS THE PROPERTY. THE TENANTS THEN REQUESTED I COME ONTO THE PROPERTY. BEFORE ENTERING THE PROPERTY I HAD THE TENANT SIGN A CONSENT TO ENTER FORM. I THEN INSPECTED THE PROPERTY FOR THE CHICKEN COOP NOT MEETING SET BACKS, OVERGROWTH, AND A SHED IN DILAPIDATED CONDITION TO OBSERVE THE OVERGROWTH DOES NOT MEET THE 18" THRESHOLD WRITTEN IN THE ORDINANCE. THEREFORE, THERE IS NO VIOLATION FOR OVERGROWTH. I ALSO OBSERVED A CHICKEN COOP IN WHICH I MEASURED THE PROPERTY TO SHOW THE TENANTS WHERE THE COOP SHOULD BE LOCATED. THE COOP WAS MEASURED AT 25 FEET FROM THE PROPERTY LINE. I THEN AGREED TO RE-INSPECT THE PROPERTY ON TUESDAY, JUNE 29, 2021 AS THE TENANTS ADVISED THE COOP AND CHICKENS WILL BE REMOVED FROM THE PROPERTY. BASED ON THE BUSHES TO THE RIGHT OF THE PROEPRTY THEY DID NOT FEEL THEY COULD MEET THE 50 FOOT SET BACK. STAFF WILL BE TASKED TO SEND A NOV/NOH IN THE EVENT THAT THE VIOLATIONS REMAINS AFTER RE-INSPECTION. INSPECTION PHOTOS ATTACHED. PATRICIA BOATWRIGHT
PATR.BOAT	Patricia	Closed-No Violation	Magistrate Violation	7/21/2021	A RE-INSPECTION WAS CONDUCTED ON 7/21/2021 TO OBSERVE THE CHICKENS AND ROOSTER ARE NO LONGER ON THE PROPERTY. I ALSO OBSERVED THE SHED HAS BEEN REPAIRED. THEREFORE, THIS CASE IS BEING CLOSED. COMPLIANCE PHOTOS ATTACHED. PATRICIA BOATWRIGHT

7/5/2021, [CEC-2021-3380](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
TONY.LONG	Tonya	Closed-No Violation	Complaint	8/17/2021	PROPERTY WAS INSPECTED ON 8/17/21 BY TONYA LONG AND TWO PHOTOS WERE TAKEN. AT THE TIME OF THE INSPECTION NO CHICKENS WERE OBSERVED, NO ROOSTERS WERE HEARD. THERE WERE NO SIGNS SUCH AS CHICKEN COOP OR CAGES THAT CHICKENS ARE ON THE PROPERTY. SPOKE TO ONE OF THE NEIGHBORS WHO STATED SHE HAS NEVER SEEN CHICKENS OR HEARD A ROOSTER. CASE IS CLOSED AS UNFOUNDED. TONYA LONG

7/6/2021, [CMA-2021-1137](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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RAYM.ELDR	Raymond	Closed-Order Rescinded	Magistrate Violation	8/2/2021	PHONE CALL 08/02/2021: PROPERTY OWNER CALLED TO ADVISE THAT THE STRUCTURE IS NOT A SHED AND THEY ARE IN THE PROCESS OF BUILDING A CHICKEN COUP. CONTACT INFORMATION ADDED TO CONTACTS PORTION OF CASE. I ADVISED HER TO CONTACT ME WITH UPDATES. -RAYMOND ELDRIDGE
RAYM.ELDR	Raymond	Closed-Order Rescinded	Magistrate Violation	1/7/2022	EMAIL 01/07/2022: SENT EMAIL REQUESTING THIS CASE BE PLACED ON 01/20/2022 SM AGENDA TO HAVE THE FIRST OFFENSE RESCINDED. AFTER FURTHER REVIEW OF THE CASE, IT HAS BEEN DETERMINED THIS STRUCTURE WOULD NOT REQUIRE A PERMIT AS IT IS A CHICKEN COOP AND DOES NOT HAVE A ROOF. -RAYMOND ELDRIDGE

7/15/2021, [CEC-2021-3573](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
REBE.ELLE	Rebekah	Closed-No Violation	Complaint	7/23/2021	Checked location on 7/23/21. I did not observe any chickens from the road. Attached photos. c/o -Rebekah Ellerbrock

7/22/2021, [CMA-2021-1213](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-No Violation	Magistrate Violation	7/27/2021	WITH FURTHER REVIEW THE PROPERTY IS ZONED RL- 4 AND IS 2.63 ACRES WHICH ALLOWS THE CHICKEN COOPS AT A MINIMUM SET BACK OF 5 FEET. I AM ATTEMPTING CONTACT WITH THE PROPERTY OWNER AS A COURTESY. HOWEVER, LDC SECTION 222 STRUCTURES FOR THE SHELTERING OR FEEDING OF ANIMALS WITHIN 50 FEET OF THE PROPERTY BOUNDARY DOES NOT APPLY BECAUSE THE PROPERTY IS 2.63 ACRES IN SIZE. THEREFORE, THIS CASE IS BEING CLOSED AS UNFOUNDED. PATRICIA BOATWRIGHT

8/2/2021, [CMA-2021-1255](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed - Owner Corrected	Magistrate Violation	9/28/2021	ON 9/28/2021, I RE-INSPECTED THE PROPERTY TO OBSERVE THE SHED, SMALL HOUSES, AND WHAT APPEARS TO BE A CHICKEN COOP. A CHECK OF THE ACCELA DATA BASE SHOWS NO PERMITS LISTED FOR ANY OF THE STRUCTURES. I ALSO OBSERVED THE ANIMAL COOP DOES NOT MEET SET BACK REQUIREMENTS. THIS CASE WILL PROCEED TO THE 10/21 SM HEARING. PATRICIA BOATWRIGHT.
PATR.BOAT	Patricia	Closed - Owner Corrected	Magistrate Violation	10/11/2021	ON 10/11/2021, I RECEIVED A CALL FROM THE OFFICE AT WHICH TIME A TRANSLATER WAS ABLE TO ADVISE THE PROPERTY OWNER HE NEEDED TO MOVE THE CHICKEN COOP 50" OFF THE PROPERTY LINE AS A MEANS TO CORRECT AT LEAST ONE OF THE VIOLATIONS. PATRICIA BOATWRIGHT

8/2/2021, [CMA-2021-1255](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed - Owner Corrected	Magistrate Violation	10/15/2021	ON 10/15/2021, I MET THE PROPERTY OWNER (MR. SANCHEZ) ON THE PROPERTY FOR A RE-INSPECTION. TO BEGIN, I HAD MR. SANCHEZ SIGN A CONSENT TO ENTER FORM ALLOWING ME ON THE PROPERTY. I THEN OBSERVED MR. SANCHEZ BUILT A NEW COOP FOR THE CHICKENS WHICH MEETS SET BACK REQUIREMENTS. NEVERTHELESS, THE STRUCTURE WOULD REQUIRE A PERMIT. MR. SANCHEZ ALSO ADVISED HE IS HAVING ENGINEER PLANS MADE FOR THE SMALL HOMES. I ADVISED MR. SANCHEZ TO SPEAK TO THE BUILDING DEPARTMENT TO CLARIFY THE SMALL HOMES CAN BE PERMITTED. I ALSO OBSERVED AN ADDITON HAS BEEN ADDED TO THE BACK OF ONE OF THE HOMES. LASTLY, MR. SANCHEZ WAS ADVISED HE MUST OBTAINED PERMITS BEFORE ADDING STRUCTURES TO THE PROPERTY NOT AFTER. AN ADDITIONAL CASE WILL FOLLOW FOR BUILDING WITHOUT A PERMIT FOR THE LARGE ANIMAL SRUCTURE AND THE ADDED ADDITION TO THE BACK OF THE SMALL HOME RE-INSPECTION PHOTOS ATTACHED PATRICIA BOATWRIGHT

8/5/2021, [CBW-2021-2085](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO001230	Denise	Closed-Owner Corrected	Excessive Bulk Waste	8/18/2021	I've visited this property today. I tagged the pile of privacy fence boards and chicken wire that was out by the road. I also spoke to the Property Owner and told her that it would not be get picked up by the trash haulers. she said she didn't know who could pick it up and I told her to call the trash haulers they normally have a list of vendors that would assist her in getting the non-conforming pile removed. Or she could go on to the website and follow their recommendations. I took pictures, I also left my business card with her in the event that she was unable to get the debris moved in the 7 days she is allowed. Denise Barnes

8/5/2021, [CMA-2021-1276](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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MICH.CREA	Michael	Closed-Owner Corrected	Magistrate Violation 8/5/2021	<p>ON 07/21/21, I INSPECTED THE PROPERTY BASED ON A COMPLAINT OF CARGO CONTAINERS, OCCUPIED RV AND CHICKEN PENS. THIS PROPERTY HAS A LARGE BRICK FENCE IN THE FRONT AND A GATE ACROSS THE DRIVEWAY; SUBSEQUENTLY, I HAD NO ACCESS. FROM THE ROADWAY VIEW, I OBSERVED AN RV/CAMPER IN THE DRIVEWAY JUST OUTSIDE OF THE GARAGE. THE SIDE SLIDERS WERE EXTENDED, BUT NO UTILITIES APPEARED TO BE CONNECTED. I DID NOT OBSERVE ANY CHICKENS OR CHICKEN PENS FROM MY LEGAL ACCESS VIEWPOINT. FROM A VIEWPOINT IN THE 2000 BLOCK OF WINDWOOD LANE (EAST OF THE SUBJECT PROPERTY), I OBSERVED THE TOPS OF TWO LARGE CARGO CONTAINERS (ONE ORANGE AND ONE BLUE) LOCATED IN THE SOUTHEAST PORTION OF THE SUBJECT PROPERTY. THERE WAS A TALL PRIVACY SHRUBBERY HEDGE SURROUNDING THE BACK AND SIDES OF THE SUBJECT PROPERTY; HOWEVER, THE TWO CARGO CONTAINERS WERE OBSERVED ABOVE THE HEDGE. THE PROPERTY IS ZONED RS (RESIDENTIAL) AND PER THE PROPERTY APPRAISER SITE, THE PARCEL IS 5 ACRES. PARCELS DESIGNATED RS SHALL BE PERMITTED ONE CARGO CONTAINER PER FIVE ACRE PARCEL, WITH A MINIMUM PROPERTY SIZE OF FIVE ACRES, AND A BUILDING PERMIT FOR THE CARGO CONTAINER IS REQUIRED. I CHECKED THE BUILDING DIVISION ACCELA DATABASE AND NO PERMIT WAS FOUND. SUBSEQUENTLY, THIS VIOLATES LDC SECTION 206.K.3.C (ACCESSORY USE / CARGO CONTAINERS FOR PERMANENT STORAGE) FOR NO PERMIT AND MORE THAN THE ONE ALLOWED CARGO CONTAINER FOR THE 5 ACRE PARCEL. I WILL ATTEMPT TO CONTACT THE COMPLAINANT TO ASCERTAIN IF HE HAS ANY ADDITIONAL INFORMATION REGARDING THE CHICKEN PENS. MONITORING. – MIKE CREAMER</p>
MICH.CREA	Michael	Closed-Owner Corrected	Magistrate Violation 8/5/2021	<p>08/05/21 ADDITIONAL INFORMATION: THE TALL PRIVACY SHRUBBERY HEDGE SURROUNDING THE BACK AND SIDES OF THE SUBJECT PROPERTY PREVENTS ANY VISUAL ACCESS TO THE SUBJECT PROPERTY. PROPERTY APPRAISER AERIAL PHOTOS CLEARLY DEPICT THE TWO LARGE CARGO CONTAINERS; HOWEVER, NO CHICKEN PENS ARE VISIBLE. DUE TO THE FRONT BRICK FENCE, FRONT GATE AND THE PRIVACY SHRUBBERY HEDGE, THERE IS NO LEGAL ACCESS OR VISUAL ACCESS TO THE REAR OF THE PROPERTY. - MIKE CREAMER</p>

8/13/2021, [CEC-2021-4094](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CODETEMP	Code	Closed-No Violation	Complaint	9/3/2021	MARK MAGUSSON @ 863-797-9494 CALLED TODAY AND STATED HE WANTED THE COMPLAINT CLOSED AS HIM AND THE NEIGHBOR HAVE BEEN WORKING TOGETHER WITH SOLVING THE ROOSTER PROBLEM. SHE WILL BE GETTING RID OF SOME OF THEM AND ALSO SHE'S A SINGLE MOM AND TRYING TO RESOLVE THIS PROBLEM. PHYLLIS CLAY

8/16/2021, [CEC-2021-4133](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JAMI.HARR	Jamie	Closed-No Violation	Complaint	9/10/2021	ON 08/20/2021 I SPOKE WITH LAND DEVELOPMENT AND IT WAS CONFIRMED THAT THE RESPONDENT WAS NOT IN VIOLATION PROVIDING THAT THE CHICKEN COOP BE LOCATED ON THE NORTH SIDE OF THE RESIDENCE. JAMIE HARRELL

8/16/2021, [CEC-2021-4133](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JAMI.HARR	Jamie	Closed-No Violation	Complaint	9/10/2021	ON 08/23/2021 I MET WITH THE RESPONDENT AT HER RESIDENCE AND EXPLAINED TO HER THAT IT WAS DETERMINED THERE IS NO VIOLATION REGARDING THE SHELTERING AND FEEDING OF LIVESTOCK BECAUSE SHE CURRENTLY MET THE SETBACKS. THE RESPONDENT HAS 5-6 CHICKENS AND WAS ADVISED THE COOP WOULD NEED TO BE LOCATED ON THE NORTH SIDE OF THE RESIDENCE TO BE PERMITTED ON THE PARCEL. THE RESPONDENT ADVISED SHE WOULD MAKE SURE THE COOP WAS LOCATED ACCORDINGLY. AT THIS TIME THERE IS NO VIOLATION AT THIS PROPERTY. JAMIE HARRELL

8/17/2021, [CMA-2021-1317](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
DORR.NELS	Dorrell	Closed-Owner Corrected	Magistrate Violation	8/17/2021	INSPECTION CONDUCTED 08/17/2021 DORRELL NELSON, I OBSERVED TWO CHICKENS IN THE BACK YARD, AND WHAT APPEARED TO BE A MAKESHIFT CHICKEN PIN. I ALSO CHECK THE PROPERTY APPRAISERS SITE. AND IS PROPERTY ISN'T AG EXEMPT AND IS 0.24 ACRES ACCORDING THE PROPERTY APPRAISERS SITE. 6 PHOTOS TAKEN. BECAUSE IT'S LESS THE HALF AN ACRE THE CHICKEN PIN, WOULD HAVE TO MEET A FRONT, BOTH SIDE YARD AND REAR YARD SIT BACKS.
DORR.NELS	Dorrell	Closed-Owner Corrected	Magistrate Violation	8/17/2021	SEND NOV/NOH FOR FARM ANIMALS (CHICKENS)
DORR.NELS	Dorrell	Closed-Owner Corrected	Magistrate Violation	8/17/2021	CORRECTION SEND NOV/NOH FOR FARM ANIMALS (CHICKENS) HOUSING AND FEEDING, NOT MEETING SET BACK REQUIREMENTS. DORRELL NELSON
CO025493	Vincent	Closed-Owner Corrected	Magistrate Violation	9/17/2021	I INSPECTED THE SAID PROPERTY AND OBSERVED THAT CHICKENS (NON-CONFORMING) REMAIN. MAKE S/M HEARING PACKET. -VINCENT MAFFEI
YASI.MERC	Yasina	Closed-Owner Corrected	Magistrate Violation	10/6/2021	AUGUSTIN GUERRO CALLED TO STATE THAT HE HAS MOVED THE CHICKENS AND IS READY FOR REINSEPECTION 863-215-5418 - YASINA MERCADO
CHRI.VALE	Christian	Closed-Owner Corrected	Magistrate Violation	11/2/2021	RE-INSPECTED PROPERTY 11/2/21 FOUND CHICKEN COOP HAS BEEN REMOVED BY OWNER. C/O 3 PHOTOS ATTACHED - CHRISTIAN VALENTIN

8/19/2021, [CMA-2021-1332](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SUSE.CEGL	Susel	Closed - Owner Corrected	Magistrate Violation	9/15/2021	9/15/21: MET OFFICER ROWLAND AT THE PROPERTY FOR TRANSLATING SERVICES. DISCUSSED CASE WITH OWNERS. THEY PURCHASED THE PROPERTY A YEAR AGO AND WHERE NOT ADVISED THAT THE FRONT/BACK PORCH, CHICKEN COOP AND FRONT YARD SHED WERE CONSTRUCTED W/O PERMITS. THEY HAD A REALTOR AND A HOME INSPECTOR. AFTER EXPLAINING WHAT TO DO, THE OWNER WILL BE VISITING BUILDING WITH A COPY OF HIS SURVEY AND PHOTOS SHOWING THE VIOLATIONS TO OBTAIN OPTIONS FOR BRINGING THE PROPERTY INTO COMPLIANCE. SINCE HIS RE-INSPECTION IS ON 9/20, HE WAS ADVISED ON THE OPTION OF A STIPULATION. HE AGREED TO PROVIDE HIS EMAIL AND OFFICER ROWLAND WILL DRAFT A STIPULATION (NOV HEARING) FOR FOUR MONTHS PROVIDING HIM TIME TO SEE ALL OF HIS OPTIONS--SUSEL CEGlarek

8/30/2021, [CEC-2021-4382](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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CO000968	Lisa	Closed-No Violation	Complaint	12/14/2021	Reinspected location this date and obtained photos of pigs. I also checked the acreage 0.30 acres. I also checked the Land Use which is A/RRX. Under Section 222 (E): No structure for the sheltering or feeding of animals (such as barns, stables, coups, aviaries, troughs or feeders) shall be permitted to be built within 50 feet on a neighboring residential property boundary except within the A/RR, A/RRX, PM and CORE Future Land Use districts. On properties that are ½ or less, the following shall apply: Livestock shall be contained within fenced area. Fowl and swine shall be kept in pens at least 50 feet from neighboring residential property lines. Animal waste must be removed within the 50 foot setback area. If you are unable to meet distance requirement, then the animal(s) must be removed from the property. Relaxation of the standards set forth in this section may be approved by the Board of Adjustment through the process provided in Section 930 of this code. I would say that the respondent is permitted to have the pigs however, would have to meet the requirements of waste. Took photos. No violation - Lisa Harris
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9/21/2021, [CEC-2021-4697](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-No Violation	Complaint	12/7/2021	On 12/7/2021, I inspected the property for fowl and other animals. However, I did not observe any animals on the parcel at the time of the inspection. I am also unable to determine if insects are coming to her property from animals on this parcel. With this said, this case is closing as unfounded. Inspection photos attached. Patricia Boatwright

9/21/2021, [CEC-2021-4700](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CODETEMP	Code	Violation Case Generated	Complaint	11/22/2021	TERESSA ANDERS @863-510-6338 CALLED STATING SHE HAS BEEN GETTING BITES FROM CHICKEN FLEAS, MITES AND OTHER BUGS, WHICH IS CAUSING SORES AND INSOMNIA. SHE HAS GONE TO BOTH AN ALLERGIST AND DERMATOLOGIST, AND SHE HAS PICTURE EVIDENCE OF THE INFESTATION IN HER HOUSE. -KELSEY WEIGLER.

9/22/2021, [CNU-2021-1704](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CODETEMP	Code	Closed-Owner Corrected	Nuisance Violation	10/29/2021	PER LEVI CHICKENING @ 786-384-2046 STATED HE DID NOT RECEIVE THE CERTIFIED LETTER NOR DID THE OFFICE IN WEST PALM BEACH FL. HE WANTS AN EXTENSION OF TIME AND I ADVISED HIM TO SPEAK WITH THE INVESTIGATOR AND ALSO SUBMIT IN WRITING THE REQUEST. I ALSO ADVISED HIM OF THE DATE THAT IT WAS SUPPOSED TO BE DONE, AFTER GOING BACK AND FORTH AS HE WOULD NOT LET ME EXPLAIN THE PROCESS. I TRANSFERRED THE CALL TO AMY HERNANDEZ. PHYLLIS CLAY

10/4/2021, [CMA-2021-1507](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
STEV.COTE	Steven	Closed-Case Withdrawn	Magistrate Violation	8/25/2023	08-25-2023 I contacted Ms. Fowley today. She advised me the noise out at that property is very disturbing and obnoxious. She stated she was in her yard using a chain saw on Wednesday 08-23-2023 and she could hear the motorcycles of 4 wheelers running at the property. Her property is about a mile for the property in violation. I will be adding her information to the case for future reference. Attorney Vogel advised, Steve Cote

10/7/2021, [CEC-2021-4932](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CHRI.VALE	Christian	Violation Case Generated	Complaint	10/15/2021	RECEIVED CALL FROM COMPLAINANT REGARDING THE PENS AND THE BALANCE OF VIOLATIONS. THEY HAVE 20+ FOWL (TURKEYS, ROOSTERS, HENS AND DUCKS). I ADVISED I WOULD HAVE TO CHECK THE ACREAGE AND LAND USE OF THE PROPERTY. I ALSO ADVISED THAT I WILL GET OUT THERE NEXT WEEK - LISA HARRIS
CODETEMP	Code	Violation Case Generated	Complaint	10/22/2021	JERRY GNEESI AT 932 HART ST @ 754-779-0220 CALLED ABOUT THE RURKEY CHICKEN AND DUCKS IN PEN NOT WITHIN THE FOOTAGE. YOU CAN CALL HIM FOR ASSET TO VIEW PROPERTY. PHYLLIS CLAY

10/12/2021, [CEC-2021-4985](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	10/27/2021	ON 10/26/21, I RESPONDED TO THE SUBJECT PROPERTY OF 1815 OPTIMIST DRIVE FOR AN INSPECTION BASED ON A COMPLAINT OF FOWL PENS NOT LOCATED 50 FEET FROM THE PROPERTY LINE. FROM MY LEGAL ACCESS, I DID NOT OBSERVE ANY FOWL PENS. I ATTEMPTED TO MAKE CONTACT WITH THE RESIDENT AT THE SUBJECT PROPERTY. THERE WAS NO ANSWER AT THE DOOR; THEREFORE, I LEFT A BUSINESS CARD FOR A RETURN CALL. THERE WAS ALSO NO ONE HOME AT THE COMPLAINANT'S ADDRESS OF 1809 OPTIMIST DRIVE (JUST NORTH OF THE SUBJECT PROPERTY). I WILL MONITOR, PENDING THE RETURN CALL. - MIKE CREAMER
MICH.CREA	Michael	Closed-No Violation	Complaint	10/29/2021	ON 10/29/21, I RETURNED TO THE PROPERTY FOR AN INSPECTION. IT WAS DISCOVERED THAT THE RESIDENCE IS VACANT AND THERE ARE NO FOWL PENS ON THE PROPERTY. SUBSEQUENTLY, NO VIOLATIONS WERE OBSERVED. CASE CLOSED. - MIKE CREAMER

10/21/2021, [CEC-2021-5144](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-No Violation	Complaint	10/26/2021	ON 10/26/2021, I INSPECTED THE PROPERTY FOR FREE RANGING CHICKENS TO OBSERVE NO CHICKENS RUNNING LOOSE AT THE TIME OF THE INSPECTION. THIS CASE IS BEING PLACED IN MONITORING STATUS TO CONFIRM COMPLIANCE. IT SHOULD BE NOTED, ANOTHER COMPLAINT CASE WAS CLOSED JUNE OF THIS YEAR FOR THE SAMETHING. INSPECTION PHOTOS ATTACHED. PATRICIA BOATWRIGHT
PATR.BOAT	Patricia	Closed-No Violation	Complaint	11/9/2021	ON 11/9/2021 I INSPECTED THE PROPERTY TO OBSERVE NO FREE ROAMING CHICKENS. NO CHICKENS WERE VISIBLE AT THE TIME OF THE INSPECTION. I WILL BE ATTEMPTING CONTACT WITH THE COMPLAINANT BEFORE MOVING THIS CASE FORWARD. INSPECTION PHOTOS ATTACHED. PATRICIA BOATWRIGHT
PATR.BOAT	Patricia	Closed-No Violation	Complaint	12/1/2021	ON 12/1/2021, I INSPECTED THE PROPERTY FOR FREE RANGING CHICKENS TO OBSERVE NO FOWL. I THEN MADE CONTACT WITH THE COMPLAINANT WHO ADVISED THEY HAVE BEEN PUT UP FOR SEVERAL WEEKS NOW. WITH THIS SAID, I AM CLOSING THIS CASE AS UNFOUNDED. INSPECTION PHOTOS ATTACHED. PATRICIA BOATWRIGHT

10/27/2021, [CEC-2021-5227](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JAMI.HARR	Jamie	Violation Case Generated	Complaint	11/15/2021	THE PROPERTY WAS INSPECTED ON 11/12/2021 AT WHICH TIME I OBSERVED NO CHICKENS ON THE PROPERTY. I WILL MONITOR THE PROPERTY TO ASCERTAIN IF A VIOLATION EXISTS. INSPECTION PHOTO WAS OBTAINED. JAMIE HARRELL

10/27/2021, [CMA-2021-1632](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation	12/7/2021	A check of the Accela data base on 12/7/2021 shows permit BR-2021-12485 for the chicken coop is in review but still has not been obtained. Patricia Boatwright
CODETEMP	Code	Closed-Owner Corrected	Magistrate Violation	12/13/2021	Yunier Sanchez @ 813-678-7290 brought in the following building permits, which was put into the folder for the service rep. Von Mays to scan. Permit# BR-2021-12485 - Chicken Coop; BR-2021-12484 - Guest House; BR-2021-12504 - Single Family Residence; BR-2021-12506 Shed. Phyllis Clay
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation	12/13/2021	On 12/13/2021, a check of the Accela data base shows permit BR-2021-12485 was issued on 12/13/2021 for the chicken coop. Nevertheless, the permit was not obtained before the CBD. With this said, this case will go before the Special Magistrate in January for cost of enforcement only. Patricia Boatwright

11/1/2021, [CMA-2021-1656](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CHRI.VALE	Christian	Closed-Owner Corrected	Magistrate Violation	11/1/2021	INSPECTED PROPERTY TO FIND CHICKEN COOP BUILT ABOUT 1.5 FOOT OFF THE FENCE LINE. THE COMPLAINANT ALLOWED ONTO HIS PROPERTY TO OBTAIN PHOTOS. USING THE PROPERTY APPRAISER AERIALS WE MEASURED THE DISTANCE FROM FENCE (SIDE YARD) TO FENCE (SIDE YARD) BEING APPROXIMATELY 65FEET. SETBACKS CANNOT BE MET THEREFOR THE CHICKENS WOULD NEED TO BE REMOVED. -CHRISTIAN VALENTIN
CHRI.VALE	Christian	Closed-Owner Corrected	Magistrate Violation	11/1/2021	REQUEST TO SEND NOV/NOH FOR SECTION 222 (A) FARM ANIMALS (CHICKENS, ROOSTERS, DUCKS) FEEDING AND HOUSING NOT MEETING REQUIRED SET BACKS (50 FOOT SETBACK FROM EACH PROPERTY LINE). -CHRISTIAN VALENTIN
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	11/17/2021	RECEIVED TEXT FROM COMPLAINANT STATING THE OWNER SAID NOTHING WAS GOING TO CHANGE. CALLED OWNER AT 917-605-1043 TO ONLY LEAVE A V-MAIL MESSAGE REGARDING VIOLATION (CHICKENS ALONG WITH FEEDING / HOUSING OF THEM) - LISA HARRIS
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	11/30/2021	REINSPECTED LOCATION THIS DATE 11/30/21 AND TOOK PHOTOS SHOWING THE HOUSING AND FEEDING ALONG WITH CHICKENS HAS NOT BEEN REMOVED. THE PROPERTY DOES NOT MEET THE REQUIREMENTS THEREFORE MUST BE REMOVED. I ALSO RECEIVED NOTIFICATION FROM MY ASSISTANT THAT WE DO NOT HAVE GOOD SERVICE THEREFORE I WILL REQUEST AN AMENDED NOTICE TO BE SENT FOR JANUARY SM AND I WILL POST PROPERTY ON 12/10/21 - LISA HARRIS
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	11/30/2021	SEND AMENDED NOTICE FOR FEEDING / HOUSING AND CHICKENS NOT MEETING REQUIRED SETBACKS. ALL MUST BE REMOVED FROM THE PROPERTY. - LISA HARRIS
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	12/17/2021	Reinspected location this date 12/17/21 and found chicken structures down. took (2) photos. CO - Lisa Harris

11/2/2021, [CEC-2021-5295](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JAME.ROWL	James	Closed-No Violation	Complaint	11/8/2021	INSPECTED PROPERTY ON 11/8/21 AND DID NOT OBSERVE ANY CHICKENS PRESENT IN THE YARD HOWEVER, I WILL NOT CLOSE THIS CASE OUT I WILL PLACE IT UNDER MONITORING AND RE-INSPECT. TOOK 3 PHOTOS OF PROPERTY. -JAMES ROWLAND
JAME.ROWL	James	Closed-No Violation	Complaint	12/10/2021	Re-inspected property on 12/10/21 and did not observe any chickens roaming the property. I also stopped and listened for any chickens that I could not visually observe and I did not hear any chickens. c/o -James Rowland

11/8/2021, [CEC-2021-5373](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CODETEMP	Code	Closed-No Violation	Complaint	11/10/2021	PCSO DETECTIVE ELDRIDGE CALLED AND STATED HE VISITED THE PROPERTY TO CHECK ON THE WELFARE OF THE ANIMALS IN THIS COMPLAINT. HE STATES THAT THIS IS A FATHER AND SON WHO RENT THE PROPERTY AND GO TO SMALL ANIMAL AUCTIONS AND BUY ANIMALS AND RE-SELL THEM. HE SAID FOR THE MOST PART THE ANIMALS LOOK WELL FED BUT HAD CONCERN FOR TWO HORSES AND SOME COWS THAT ARE IN A VERY SMALL PEN WITH JUNK AND DEBRIS (CONCRETE PIECES) IN THE PEN THAT WERE DANGEROUS TO THE ANIMALS. HE SAID THERE ARE CHICKENS RUNNING LOOSE AND THAT THE PROPERTY WAS A REAL MESS WITH J/D AND DISABLED VEHICLES EVERYWHERE. JANIE ALBIN

11/10/2021, [CEC-2021-5394](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	12/10/2021	On 12/09/2021, I inspected this property. I did not observe any chickens on the property located at 2435 Duff Road. However, I did observe one free roaming chicken located at 2445 Duff Road, that I was unable to photograph at the time. I did hear noises consistent with chickens in the area. I will continue to monitor the property. I will reach out to the complainant to aid in the investigation. Inspection photos uploaded. – Thomas Graziano
RAYM.ELDR	Raymond	Closed-No Violation	Complaint	12/20/2021	On 12/20/2021 I inspected this property from the backyard of 2442 View Way (with the permission of the complainant). I did not observe and chickens or chicken coops on the property. It appears that a chicken coop might be on 2445 Duff Rd. At this time, I would be unable to determine if the chickens originated from this property. Case closed. Photos uploaded. -Raymond Eldridge

11/17/2021, [CMA-2021-1720](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO006345	Sterling	Closed-Owner Corrected	Magistrate Violation	11/17/2021	I CHECKED THE PROPERTY ON 11-12-2021 AND OBSERVED THE FOLLOWING: THE COMPLAINANT STATED THERE ARE CHICKEN COOPS ON THE PROPERTY CAUSING ODOR PROBLEMS. THIS INVESTIGATOR DID NOT SMELL ANY FOUL ODORS NOR COULD OBSERVE CHICKEN COOPS. HOWEVER, THERE IS A SHED AND CARPORT ON THE PROPERTY WITHOUT PERMITS WHICH WAS POINTED OUT BY THE COMPLAINANT. I TOOK PHOTOS. PREPARE A NOTICE OF VIOLATION TO POST AT THE PROPERTY ON TUESDAY, 11-23 ALONG WITH CNU-2021-2057 AND MAIL TO THE OWNER.-STERLING KING BUILDING WITHOUT PERMIT(SHED AND CARPORT)

11/17/2021, [CNU-2021-2057](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO006345	Sterling	Closed-Owner Corrected	Nuisance Violation	11/17/2021	I CHECKED THE PROPERTY ON 11-12-2021 AND OBSERVED THE FOLLOWING: THE COMPLAINANT STATED THERE ARE CHICKEN COOPS ON THE PROPERTY CAUSING ODOR PROBLEMS. THIS INVESTIGATOR DID NOT SMELL ANY FOUL ODORS NOR COULD OBSERVE CHICKEN COOPS. HOWEVER, THERE IS AN ACCUMULATION OF JUNK TO INCLUDE WOOD PALLETS, TIN AND OTHER ITEMS. ALSO, THERE IS A BLUE VAN WITHOUT A TAG ATTACHED. I TOOK PHOTOS. PREPARE A DEMAND FOR REMOVAL NOTICE TO POST AT THE PROPERTY ON TUESDAY, 11-23 ALONG WITH CMA-2021-1720 AND MAIL TO THE OWNER.-STERLING KING

11/17/2021, [CNU-2021-2057](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO006345	Sterling	Closed-Owner Corrected	Nuisance Violation	12/3/2021	I MET WITH MR. RODRIGUEZ AND THE OWNER OF THE PROPERTY AND WAS ALLOWED TO ENTER THE REAR YARD. THERE IS A VAN IN THE REAR YARD WITHOUT A TAG ATTCHED THAT CAN'T BE VIEWED DUE TO PRIVACY FENCING. THERE IS JUNK AND DEBRIS IN THE REAR YARD WHICH WAS EXPLAINED NEEDS TO BE REMOVED. THERE IS OVERGROWTH IN THE FRONT WHICH WAS EXPLAINED NEEDS TO BE REMOVED. THERE ARE CHICKEN AND BIRD COOPS ON THE PROPERTY WHICH IS COMPLIANT AS TO PLACEMENT. THE STRUCTURE THE COMPLAINANT STATED WAS JUST CONSTRUCTED HAS BEEN THERE FOR SEVERAL YEARS ALONG WITH ANOTHER STRUCTURE. I WILL CLOSE THAT CASE (CMA-2021-1720). I TOOK PHOTOS.-STERLING KING

11/18/2021, [CEC-2021-5485](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JESS.GIPS	Jessica	Closed-No Violation	Complaint	12/10/2021	12/09 I inspected the property and was unable to locate any chickens. Monitor - Jessica Gipson
JESS.GIPS	Jessica	Closed-No Violation	Complaint	12/22/2021	12/20 I reinspected the property and did not locate any chickens. Close unfounded - Jessica Gipson

11/18/2021, [CMA-2021-1722](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JESS.GIPS	Jessica	Closed-Owner Corrected	Magistrate Violation	11/18/2021	11/12 WHILE CONDUCTING AN ABATEMENT, I LOCATED SEVERAL ACCESSORY STRUCTURES WHICH THE PROPERTY OWNER SAID HE DID NOT HAVE PERMITTED AND TWO RECREATIONAL VEHICLES THAT WERE OCCUPIED AT THE TIME. PREPARE NOTICE FOR LDC CHAPTER 1 BUILDING WITHOUT PERMIT (ACCESSORY STRUCTURES - DOG PENS/CHICKEN COOP), LDC CHAPTER 2 BOATS, SPORTS VEHICLES, RECREATIONAL VEHICLES (OCCUPIED RECREATIONAL VEHICLES ARE NOT PERMITTED IN THE A/RR LAND USE) - JESSICA GIPSON

11/19/2021, [CMA-2021-1730](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JAMI.HARR	Jamie	Closed-Owner Corrected	Magistrate Violation	11/19/2021	THE PROPERTY WAS REINSPECTED ON 11/19/2021 AT WHICH TIME I OBSERVED UNCONFINED LIVESTOCK(FOWL) ON THE PROPERTY. THE PROPERTY IS APPROXIMATELY 1.87 ACRES, HOWEVER, IT IS ONLY 132 FEET IN WIDTH. THE LIVESTOCK MUST BE CONFINED AND THE PEN/ COOP MUST MEET THE MINIMUM 50 FT SETBACKS FROM ALL PROPERTY LINES. INSPECTION PHOTOS WERE OBTAINED, JAMIE HARRELL
JAMI.HARR	Jamie	Closed-Owner Corrected	Magistrate Violation	11/19/2021	PREPARE NOTICE FOR THE FOLLOWING: 1) LIVESTOCK, FOWL, GENERAL FARMING OVER 1/2 ACRE- FOWL MUST BE CONFINED AND THE FEEDING AND SHELTERING OF LIVESTOCK (COOP) MUST MEET 50 FT SETBACKS FROM ALL PROPERTY LINES. CORRECTIVE ACTION - CONFINED LIVESTOCK IN PENS THAT MEET MINIMUM 50 FT SETBACKS FROM PROPERTY LINES. JAMIE HARRELL
CODETEMP	Code	Closed-Owner Corrected	Magistrate Violation	12/21/2021	Rebecca York @ 863-398-6814 who is the niece of owner Stanley Shafer would like to speak with supervisor concerning this case. She stated the fowl are wild chickens and does not belong to her uncle, which was also told to the investigator. I forward this message to Tonya Long to give her a call. Rebecca York stated this happen before and the case was closed. Phyllis Clay

11/19/2021, [CMA-2021-1730](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JAMI.HARR	Jamie	Closed-Owner Corrected	Magistrate Violation	12/28/2021	THE PROPERTY WAS REINSPECTED ON 12/27/2021 AT WHICH TIME I OBSERVED TWO ROOSTERS ON THE PROPERTY. I ALSO OBSERVED PANS FILLED WITH WATER THAT APPEARED TO BE SET OUT FOR POSSIBLY DOGS, CATS AND CHICKENS. I WAS UNABLE TO CONFIRM THAT THE WATER PANS WERE FOR THE CHICKENS. THE PROPERTY WILL BE MONITORED FOR NOW. INSPECTION PHOTOS WERE OBTAINED. JAMIE HARRELL
JAMI.HARR	Jamie	Closed-Owner Corrected	Magistrate Violation	1/5/2022	THE PROPERTY WAS REINSPECTED ON 01/05/2022 AT WHICH TIME I OBSERVED NO LOVESTOCK/FOWL ON THE PROPERTY. THE FOOD AND WATER DISHES PREVIOUSLY OBSERVED WERE NOW PUT AWAY. I OBSERVED NO CHICKEN COOP OR ANY STRUCTURE ON THE PROPERTY THAT COULD HOUSE LIVESTOCK.. AT THIS TIME THE PROPERTY IS IN COMPLIANCE. C/O OWNER CORRECTED. JAMIE HARRELL
JAMI.HARR	Jamie	Closed-Owner Corrected	Magistrate Violation	1/5/2022	THIS CASE WAS PLACED INTO A MONITORING STATUS DUE TO THE RESPONDENT STATING THE CHICKENS ARE NOT THEIRS AND THEY HAVE BEEN ROAMING THE AREA FOR SEVERAL DECADES. I HAVE DRIVEN BY SEVERAL TIMES AND HAVE NOT SEEN THE CHICKENS AGAIN AT THE PROPERTY. I SPOKE WITH MY SUPERVISOR AND SHE CONCURRED THAT IF THE CHICKENS WERE NO LONGER ON THE PROPERTY WHEN I CONDUCTED THE REINSPECTION THE CASE SHOULD BE CLOSED.

11/22/2021, [CEC-2021-5541](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
STEV.COTE	Steven	Closed-No Violation	Complaint	11/30/2021	11/30 INSPECTED PROPERTY OBSERVED NO FOWL. SPOKE WITH MATHEW AT THE COMPLAINANTS RESIDENCE. HE POINTED OUT WHERE THE FOWL WAS BUT TODAY IT IS GONE. PHOTOS ADDED. STEVE COTE

11/23/2021, [CMA-2021-1742](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
STEV.COTE	Steven	Closed - Owner Corrected	Magistrate Violation	11/23/2021	11/23/21 INSPECTED PROPERTY AND OBSERVED SEVERAL VIOLATIONS ON THE PROPERTY. THE NEIGHBORING PROPERTY OWNER COMPLAINED ABOUT THE EXTENDED FENCING AT THIS PROPERTY. I OBSERVED A CHAIN LINK FENCE AND ANOTHER TYPE OF SCREENING FENCE MADE FROM PVC WATER PIPE HOLDING OPAQUE FENCE COVERING. THERE IS A NEW SHED BEING BUILT IN THE REAR YARD, CHECKED ACCELA AND FOUND NO PERMITS. ALSO THERE ARE CHICKENS CAGED AT THE PROPERTY LINE ON THE 1/4 ACRE LOT IN A RMX-4 ZONED AREA. COMPLAINANT STATED THEY ARE RUNNING AN AIRB&B FROM THE TWO R/Vs IN THE YARD. I WAS UNABLE TO SEE THE R/V NOR DID I SEE ANYONE IN THE YARD. SERVICE REP WILL PREPARE A NOV/NOH FOR (1) LDC SECTION 110...BUILDING WITHOUT A PERMIT...(SHED IN REAR YARD) (2) LDC SECTION 210 B2...FENCES AND WALLS, PERMITTED FENCE MATERIALS. ... (FENCE CONSTRUCTED OUT OF PVC WATER LINE) (3) LDC SECTION 222 E2. AGRICULTURAL, FOWL IN RESIDENTIAL NEIGHBORHOODS. ... (CHICKENS GAGED WITHIN 50 FEET OF PROPERTY LINE). STEVE COTE

11/24/2021, [CEC-2021-5559](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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JAMI.HARR	Jamie	Closed-No Violation	Complaint	12/29/2021	THE PROPERTY WAS INSPECTED ON 12/27/2021 AT WHICH TIME I OBSERVED NO CHICKEN COOPS IN THE FRONT OR REAR YARD. INSPECTION PHOTOS WERE OBTAINED. I OBSERVED NO CHICKENS ROAMING LOOSE IN THE AREA EITHER. C/O UNFOUNDED JAMIE HARRELL
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11/30/2021, [CEC-2021-5593](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	1/24/2022	On 01/21/2022, I inspected the property. I did not observe any chickens on this property. Inspection photos uploaded. – Thomas Graziano

11/30/2021, [CMA-2021-1764](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-No Violation	Magistrate Violation	11/30/2021	ON 11/24/2021, I INSPECTED THE PROPERTY FOR A COMPLIANT ON CHICKENS TO OBSERVE FREE RANGING CHICKENS. A CHECK OF PROPERTY APPRAISER SITE INDICATES THE PARCEL IS 1.70 ACRES. I THEN SPOKE TO THE PROPERTY OWNER (EVERETT HARRIS) AND HIS DAUGHTER TO DISCUSS THE VIOLATION. MR. HARRIS AND HIS DAUGHTER BOTH ADVISED THEY WOULD HAVE THE CHICKENS PUT IN A COOP. LDC CHAPTER 2 SECTION 222 E (2) FOWL AND SWINE SHALL BE KEPT IN PENS OR FENCING AREAS AT LEAST 50 FEET FROM NEIGHBORING RESIDENTIAL PROPERTY LINES. STAFF WILL PREPARE A NOV/NOH TO SEND TO THE PROPERTY OWNER AND FOR POSTING FOR THE FREE RANGING CHICKENS AS SHOWN ABOVE. POSTING 12/10/2021. PATRICIA BOATWRIGHT
PATR.BOAT	Patricia	Closed-No Violation	Magistrate Violation	12/7/2021	With further investigation it has been determined the property is 1.70 acres therefore section 222 (E)(2) would not apply as that is for properties less than .50 acres only. The code does not address free roaming chickens on properties greater than .50 acres. With this said, this case is being closed. Patricia Boatwright

12/3/2021, [CMA-2021-1782](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JESS.GIPS	Jessica	Closed-Owner Corrected	Magistrate Violation	12/3/2021	12/2 I inspected the property and found a chicken coop containing chickens. None roaming. Coop/house/feeding structure does not meet 50 feet setbacks from each property line. Prepare NOV/NOH for LDC Chapter 2 Section 222 Agricultural A. General Farming (no structure for the sheltering or feeding of animals shall be permitted to be built within 50 feet of a property boundary in the RS Land Use), E. Livestock and Fowl in Residential Neighborhoods (2. Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. 3. The storage of animal waste shall be located at least 50 feet from neighboring residential property lines.) - Jessica Gipson

12/6/2021, [CEC-2021-5657](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JAMI.HARR	Jamie	Closed-No Violation	Complaint	12/30/2021	I DROVE BY THE RESIDENCE ON 12/14 AND 12/17 AND OBSERVED NO CHICKENS RUNNING LOOSE. I SAW NO SIGNS OF THE RESIDENT PLACING FEED OR WATER OUT FOR THE CHICKENS EITHER. AN ADDITIONAL INSPECTION WAS CONDUCTED ON 12/28/2021 AND NO SIGNS OF CHICKENS WERE OBSERVED. AN ADDITIONAL INSPECTION WILL BE CONDUCTED PRIOR TO THE CASE BEING CLOSED OUT. JAMIE HARRELL

12/6/2021, [CEC-2021-5657](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JAMI.HARR	Jamie	Closed-No Violation	Complaint	1/6/2022	THE PROPERTY WAS REINSPECTED ON 01/06/2022 AND NO CHICKENS WERE OBSERVED ON THE PROPERTY. I HAVE DRIVEN THROUGH THE AREA OB SEVERAL OCCASSIONS AND HAVE NOT SEEN ANY CHICKENS RUNNING LOOSE IN THE AREA. INSPECTION PHOTO WAS OBTAINED. C/O UNFOUNDED JAMIE HARRELL

12/7/2021, [CEC-2021-5697](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	12/29/2021	On 12/29/21, I inspected the property based on a complaint of chicken coops and a rooster. There was no answer at the door; therefore, I left a business card for a return call. I observed fowl in two separate pens in the west side of the back yard, clearly visible from the street. I will monitor the case, pending contact from the property owner. Monitoring. - Mike Creamer
MICH.CREA	Michael	Closed-No Violation	Complaint	1/3/2022	On 01/03/22, I met with Property Owner Lourdes Torres (646-837-3384) and re-inspected the property. Ms. Torres advised that she was aware of the complaint and has already removed several of the roosters. She advised that she is currently ill and requested some additional time in order to remove the remaining chickens and roosters. I advised her that I would return in a week and asked her to call me if they are removed sooner. Monitoring. - Mike Creamer
MICH.CREA	Michael	Closed-No Violation	Complaint	1/27/2022	On 01/27/22, I re-inspected the property and observed that some of the fowl coops remained. The requested variance change (LDLVAR-2022-2) is still under review. Monitoring. - Mike Creamer
MICH.CREA	Michael	Closed-No Violation	Complaint	3/8/2022	On 03/08/22, I re-inspected the property and observed that the visible fowl coops had been moved and were longer in sight from the street view. The requested variance change (LDLVAR-2022-2) is still under review and is scheduled for the variance hearing on 03/24/22. The variance case notes indicate that if the roosters are removed, the variance may possibly be approved. Monitoring. - Mike Creamer
MICH.CREA	Michael	Closed-No Violation	Complaint	4/4/2022	On 04/04/22, I received a copy of the Land Development Variance Change Hearing Case #LDLVAR-2022-2 decision. The variance change request was approved at the hearing on 03/24/22. The roosters were removed and the pens were moved further away from the property line, per the variance approval instructions. Subsequently, the property is in compliance. Case closed. - Mike Creamer

12/15/2021, [CEC-2021-5799](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
KIMB.GONZ	Kimberly	Closed-No Violation	Complaint	12/22/2021	After speaking to supervisor Hernandez this is not something we can enforce because there is no way of knowing who owns the chickens. C/O. -Kimberly Gonzalez

12/16/2021, [CEC-2021-5803](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CODETEMP	Code	Closed-No Violation	Complaint	12/16/2021	Jessica McMullen @863-940-4351 called stating there is also an occupied camper, j/d, and chickens running loose on this parcel. -Kelsey Weigler.
RAYM.ELDR	Raymond	Closed-No Violation	Complaint	1/27/2022	On 01/27/2022, I inspected this property. I observed an occupied RV, attached to utilities. A separate case will be generated reference that violation. Reference the J/D, DAV's, trailers and commercial vehicles I will continue to monitor. At the time of this inspection, I did not observe any chickens. Photos uploaded. - Raymond Eldridge

12/16/2021, [CEC-2021-5803](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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12/20/2021, [CEC-2021-5834](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
RAYM.ELDR	Raymond	Closed-No Violation	Complaint	12/20/2021	On 12/20/2021 I inspected this property. While chickens were heard on the property, I did not observe any actual chickens. A chicken coop like structure is in the backyard. I was unable to obtain photos from the complainant's property. It should be noted that this property will have a DFR posted reference open storage of junk & debris and organic debris. Once those two violations are corrected, I should obtain a clear view of the chicken coop like structure from Duff Rd. The complainant has been advised to make contact with me if she has additional issues with the chickens. This case will be placed into monitoring status. The photos uploaded are from a previous inspection and includes only the mailbox of the complainants address as I was unable to obtain photos from her property (privacy fence). - Thomas Graziano

12/22/2021, [CMA-2021-1874](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JESS.GIPS	Jessica	Closed-No Violation	Magistrate Violation	12/22/2021	12/20 I inspected the property and located free roaming chickens. Property is more than 1/2 acres (.63 acres). This is not a violation of the LDC. I spoke to the respondent to inform him. Close unfounded - Jessica Gipson

12/29/2021, [CMA-2021-1898](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	12/29/2021	Inspected location 12-14-21 and could not see any chickens but I could hear them. They were in the backyard. As I was leaving a neighbor came out and spoke to me and told me that I could go onto his property to take photos of the chicken coops as they were close to his property. When I went back to the back of the property I was able to get photos of the chicken coops showing that they are right on the property line with no setbacks. I took multiple photos. -Kimberly Gonzalez
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	2/11/2022	Reinspected location and found chicken coop to still be right on the edge of the property line. There has been no changes. Took photos. - Kimberly Gonzalez
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	2/14/2022	2-14-22 Received a call from owner stating that the chicken coops have been removed. I am meeting Investigator Harris out there with the owner at 2:30-3 pm today 2/14/22. - Kimberly Gonzalez
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	2/15/2022	Had Investigator Harris go with me to do my reinspection. Once we got to the property I saw that the chicken coop was still in the same location. We made contact with the owner who stated that it is not a chicken coop but a dog kennel. We advised that she could not have it on the property line. She stated that she would have her sons tear it down and call me once that is done. I took one photo. -Kimberly Gonzalez

1/7/2022, [CEC-2022-62](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SUSE.CEGL	Susel	Closed-No Violation	Complaint	2/23/2022	Initial inspection conducted on 2/11/22 and did not observe any chickens from the reported property. I did observe a small cage behind the shed on the side of the property. Will monitor-- Susel Ceglarek

1/19/2022, [CEC-2022-163](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
RAYM.ELDR	Raymond	Closed-No Violation	Complaint	1/27/2022	On 01/27/2022, I inspected this property. I was unable to observe the chickens or dog kennel. Investigator Thomas will have to reach out to the complainant. This property will be monitored. Photos uploaded. -Raymond Eldridge
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	2/18/2022	On 02/16/2022, I continued to monitor the property. I did not hear or observe any chickens on the property. I will continue to monitor the property. Inspection Photos uploaded. - Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	2/18/2022	Phone Call 02/16/2022: I contacted the complainant and LVM as I was in the area. The complainant contacted me after I left the area. The complainant advised that they contacted animal control and the property owner allegedly moved the chicken coop. The complainant advised that they have not observed the chickens recently, but they still hear them. - Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	2/23/2022	On 02/23/2022, I continued to monitor the property. I did not observe any chickens or hear them. Inspection Photos uploaded. - Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	2/23/2022	Phone Call 02/23/2022: I contacted the complainant and advised her that I am in the area. I asked if the chickens have been an issue. She advised no; they have not been an issue since animal control has been to the house. I advised that I would close out the case, but if the chickens become an issue in the future, please file another report. - Thomas Graziano

1/20/2022, [CEC-2022-237](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
STEV.COTE	Steven	Closed-No Violation	Complaint	2/6/2022	02/04/22 inspected property and was unable to see any chicken coups. contacted Ms. Mahoney left a message about the violation and not being able to gain access. I checked property appraiser and discovered the HOA does not have land within 250 feet from the property as per the requirements of the ordinance for the complainant. Case closed. Steve Cote

1/24/2022, [CEC-2022-197](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	2/15/2022	On 02/09/2022, I inspected the property. However, I observed "Private Property No Trespassing" signs on both entrances to the mobile home community. Therefore, I did not enter the community. I did not observe any chickens from the complainant's property or the alleged violator's property. Note: the complainant lives on property located within the City of Lakeland and the alleged violator lives on property in Unincorporated Polk County. Inspection Photos uploaded. - Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	2/15/2022	On 02/09/2022, I inspected the property. However, I observed "Private Property No Trespassing" signs on both entrances to the mobile home community. Therefore, I did not enter the community. I did not observe any chickens from the complainant's property or the alleged violator's property. Note: the complainant lives on property located within the City of Lakeland and the alleged violator lives on property in Unincorporated Polk County. Inspection Photos uploaded. - Thomas Graziano

1/24/2022, [CEC-2022-197](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	2/15/2022	Phone Call 02/09/2022: I contacted the complainant and LVM. He returned my call later on in the same day. He advised that this has been an ongoing issue with the property. I asked him if I could go onto his property to obtain photos and he said yes. I asked him if he could observe any roosts or structure that would house chickens on the alleged violator's property, and he said no. I advised him that it would be difficult for me to prove the chickens are coming from the alleged violator's property without observing any structures used to house the chickens. - Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	2/18/2022	On 02/16/2022, I met with the complainant who voluntarily signed the consent form to allow me access onto his property to obtain photos. I was able to obtain photos by standing on both the side stairs and the porch. I was also able to obtain photographs from Azalea Ct. I was unable to observe any chickens, however, I could hear them coming from the direction of the alleged violator's property. I did observe an occupied recreation vehicle (RV) that was connected to utilities and the open storage of junk and debris. Those violations will be entered into the Accela database as a CMA and CNU case. A search of the Property Appraiser's website indicated that the property is 1.87 acres in size, and the property is zoned RL-4. LDC, Chapter 2, Section 222 Agricultural, E. Livestock and Fowl in Residential Neighborhoods only regulates livestock and fowl only on residential properties less than 1/2 acre (21,780 square feet) in size and does not apply to any property within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. Due to the property being larger than 1/2 acre residential property and there being no setback violations, the complaint for the chickens will be closed. Inspection Photos uploaded. - Thomas Graziano

2/10/2022, [CMA-2022-149](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO018234	Hank	Closed-Owner Corrected	Magistrate Violation	2/24/2022	02/24 Hank Smith, i received a call from property owner Steve Lingo, 779 702-0373, who stated he has a modular home on order for delivery in July. He requested to be allowed to remain on the property until then due to having chickens and a dog for his children.

2/14/2022, [CEC-2022-501](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	3/4/2022	On 03/04/22, I met with Property Owner Carl Hebert (813-389-9765) and inspected the exterior of the property. I did not observe or hear a rooster; however, Mr. Hebert stated that he had one rooster and three chickens in his back yard. He advised that they will all be removed by the end of this weekend and that he will call me once they have been removed. Monitoring. - Mike Creamer
MICH.CREA	Michael	Closed-No Violation	Complaint	3/8/2022	On 03/08/22, I received a voicemail message from Property Owner Carl Hebert (813-389-9765) who advised that the rooster and chickens had been removed and taken to auction. I re-inspected the property and observed that the property was in compliance by the owner. Case closed. - Mike Creamer

2/17/2022, [CEC-2022-563](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
KIMB.GONZ	Kimberly	Closed-No Violation	Complaint	2/28/2022	2-28-22 Inspected location and found no signs of chickens at this property and also the neighboring properties. Took 2 photos. C/O. - Kimberly Gonzalez

2/22/2022, [CMA-2022-192](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	2/22/2022	Inspected location this date and took photos of chicken coop and yard. It appears the chicken coop doesn't meet required setbacks. -- Lisa Harris
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	2/22/2022	Checked property appraiser's aerials and found the property is 100 x 140. Send nov/noh for chicken coop not meeting the required setbacks - Lisa Harris
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	3/22/2022	3-21-22 Rechecked property and found the chicken coop to still be on the fence. I took 2 photos. Prepare packet. -Kimberly Gonzalez
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	4/9/2022	Supervisor, Amy Hernandez and I checked location on 4/8/22 and took (2) photos of chickens and other fowl. Packet already completed and turned in. - Lisa Harris
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	4/25/2022	The 4-21-22 SM found the property in violation chicken coop not meeting the required setback giving 30 days or until May 21, 2022 to comply or a \$150 a day fine will be imposed. In addition, the respondents are responsible for the COE's in the amount of \$224.54. -Kimberly Gonzalez
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	6/6/2022	6-6-2022 Rechecked property and found chicken coops to be in the same spot. I took one photo. Prepare Affidavit of Noncompliance dated 6-6-22. -Kimberly Gonzalez
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	6/7/2022	I was at the property for a cleanup and the owner agreed to sign a stipulation for more time to remove the chicken coop. Stipulation was scanned into the case and the original was given to the Special Magistrate Secretary. - Kimberly Gonzalez
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	12/9/2022	12-9-22 Rechecked property and found chicken coops to remain as well as chickens and turkeys. Photos attached. Prepare Affidavit of Noncompliance dated 12-9-22. -Kimberly Gonzalez
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	1/10/2023	1-9-23 Rechecked property and found that the chicken coops remain on the property near the property line. Photos attached. -Kimberly Gonzalez
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	1/20/2023	History: The 1-19-23 Special Magistrate found this property in violation of chicken coop not meeting setbacks giving the owner until 5-21-22 to comply or a fine of \$150 a day would be imposed. The property was reinspected on 6-6-22 and again on 1-9-23 remaining in violation. The property has been in violation for 243 days at \$150 a day for a total of \$36,450 along with the recording fees of \$98 totaling to \$36,548. I will be requesting this amount be imposed as a fine and recorded as a lien and the fine of \$150 a day to continue until the property is brought into compliance. -Kimberly Gonzalez
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	1/20/2023	Correction: History: The 4-21-22 Special Magistrate found this property in violation of chicken coop not meeting setbacks giving the owner until 5-21-22 to comply or a fine of \$150 a day would be imposed. The property was reinspected on 6-6-22 and again on 1-9-23 remaining in violation. The property has been in violation for 243 days at \$150 a day for a total of \$36,450 along with the recording fees of \$98 totaling to \$36,548. I will be requesting this amount be imposed as a fine and recorded as a lien and the fine of \$150 a day to continue until the property is brought into compliance. - Kimberly Gonzalez
CODETEMP	Code	Closed-Owner Corrected	Magistrate Violation	2/17/2023	Miguel Cruz @ 863-624-7944 (son) came into the office today 2/17/2023 and stated the fowl has been remove as of 1/25/2023. Also please give him a call to discuss the fees that accrued on the property per the letter the received. Phyllis Clay
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	3/1/2023	2-20-23 Rechecked property and found chicken coop to remain on the property. Photos taken. I contacted the son and informed him and he stated that he would have it removed and call me back. -Kimberly Gonzalez

2/22/2022, [CMA-2022-192](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
STEV.COTE	Steven	Closed-Owner Corrected	Magistrate Violation	8/25/2023	08/25/2023 I inspected the property and the chicken coop is remains but I observed no chickens. I attempted to contact the Mr. Cruz. no voice mail set up. As the coops are not large enough to require permits and the fowl are removed violation is corrected. The pictures taken by the previous investigator on 2-20-23 show no fowl, which is part of the LDC requirements for a violation. Service rep will prepare a Affidavit of compliance dated 01-25-2023 (date Mr. Cruz came to the office). Steve Cote

2/22/2022, [CNU-2022-189](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-Lien Recorded	Nuisance Violation	2/22/2022	While checking cec-2022-572 for this same address regarding chickens found junk / debris and d/a vehicle(s). Prepare dfr to post on 3/3/22 - Lisa Harris

3/1/2022, [CEC-2022-675](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CHRI.VALE	Christian	Closed-No Violation	Complaint	3/15/2022	Inspected property 3/15/22 listened from the road and never heard a rooster. Left door hanger. Photos attached. -Christian Valentin
CHRI.VALE	Christian	Closed-No Violation	Complaint	3/16/2022	Owner called after receiving the door hanger and stated he got rid of the rooster over a week ago. No violation, C/O. -Christian Valentin

3/10/2022, [CMA-2022-276](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-Case Withdrawn	Magistrate Violation	4/8/2022	On 04/08/2022, I re-inspected the property. The violation remained. I also observed an RV connected to utilities, which would be another violation. However, I spoke to the property owner, Chad Douberly. He advised that the RV is unoccupied and connected to utilities in preparation for departure. Therefore, the RV connected to utilities is not a violation as he is preparing for his departure to Fort Desoto State Park on 04/12/2022. I advised him that after his trip, he must store the RV disconnected from utilities to avoid a future violation. Mr. Douberly also advised that he went to the Bartow office and applied for his property to be changed to an agricultural use property, which would allow one cargo container for his size property. I noted on the Property Appraiser's website that under his parcel it stated "Exemptions - A Tax Exemption Application has been filed on this property and is awaiting review by the Exemptions Department." Mr. Douberly alleged that he has free range chickens and is in the process of creating a vegetable garden(s). Mr. Douberly advised that he hopes his property will be changed over to agricultural exempt as he does not want to purchase a shed to replace the cargo container that he has in use to store his personal belongings. Inspection Photos uploaded. - Thomas Graziano

3/16/2022, [CEC-2022-884](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Closed-No Violation	Complaint	3/22/2022	On 03/21/2022, I met with the complainant, who voluntarily signed the Consent Form, allowing me access to the property to inspect and obtain photos. I observed a chicken coop near the fence line, indicating the location of the property line. I used the GIS Viewer and determined that the property is zoned A/RR. Through using the Property Appraiser's website and the photos I obtained, I was able to measure the location of the chicken coop (accessory structure) from the property line. The chicken coop appears to meet the minimum setback of 10 feet from the property line as listed in LDC Table 2.2. According to LDC, Chapter 2, Section 222 Agricultural, E. Livestock and Fowl in Residential Neighborhoods, This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential neighborhoods. Code enforcement action of this subsection (222.E) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained. The following provision apply to only residential properties less than ½ acre (21,780 square feet) in size and do not apply to any property within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. These provisions do not apply to the good faith commercial agricultural use of land (bona fide agricultural purposes), as defined in Section 193.461., F.S. Therefore, there would not be restrictions on the fowl as the property is located entirely within a A/RR zoned area. Therefore, this complaint will be closed unfounded. Inspection Photos and Consent Form uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	3/22/2022	Phone Call 03/22/2022: I contacted the complainant and advised her that there are no violations in reference to the chickens, chicken coop, and chicken pens. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	3/22/2022	Note: I also did not observe the plastic blowing onto the complainant's property. When I met with the complainant, her largest concern was the chickens and the location in reference to her property. Again, there were no violations with the chickens and the location to the complainant's property. I did not consider the red truck bed as junk and debris due to the fact that the truck in the driveway is red and the truck bed could be used as an alternate truck bed for the truck in the driveway. - Thomas Graziano

3/16/2022, [CMA-2022-311](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	3/16/2022	Inspected location this date 3/16/22 and took (9) photos of property I can't see the entire back yard and did not observe chickens and turkeys. -- Lisa Harris

3/18/2022, [CEC-2022-904](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Closed-No Violation	Complaint	3/22/2022	On 03/21/2022, I inspected the property based upon a complaint. At the time of the inspection, I did not observe any chickens on the property. I talked with a person who resides on the property named Jessica. She advised that they have 3 chickens that they own, but they are free range chickens. She advised that her grandfather, who is a former farmer, suffers from dementia feeds the chickens in the area including the neighboring chickens. Jessica advised that in the future, she would like to pen in the chickens, but her grandfather does not want to pen in the chickens. Jessica advised that there is no chicken coop at this point in time. I advised her that because the property is over 0.5 acres (1.7 acres in size) in a residential area (zoned RL-1), there are minimal restrictions on chickens. Therefore, the restrictions listed in LDC, Chapter 2, Section 222 Agricultural, E. Livestock and Fowl in Residential Neighborhoods do not apply due to the acreage. Therefore, this case is closed as unfounded. Inspection Photos uploaded. – Thomas Graziano
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3/22/2022, [CEC-2022-938](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	3/22/2022	On 03/21/2022, I met with the complainant, who voluntarily signed the Consent Form, allowing me access to the property to inspect and obtain photos. I observed a chicken coop near the fence line, indicating the location of the property line. I used the GIS Viewer and determined that the property is zoned A/RR. Through using the Property Appraiser's website and the photos I obtained, I was able to measure the location of the chicken coop (accessory structure) from the property line. The chicken coop appears to meet the minimum setback of 10 feet from the property line as listed in LDC Table 2.2. There are no setback requirements for the items that I observed near the fence line. The items appeared to be in good condition and would not qualify for junk and debris. According to LDC, Chapter 2, Section 222 Agricultural, E. Livestock and Fowl in Residential Neighborhoods, This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential neighborhoods. Code enforcement action of this subsection (222.E) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained. The following provision apply to only residential properties less than ½ acre (21,780 square feet) in size and do not apply to any property within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. These provisions do not apply to the good faith commercial agricultural use of land (bona fide agricultural purposes), as defined in Section 193.461., F.S. Therefore, there would not be restrictions on the fowl as the property is located entirely within a A/RR zoned area. Therefore, this complaint will be closed unfounded. Inspection Photos and Consent Form uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	3/22/2022	Phone Call 03/22/2022: I contacted the complainant and advised her that there are no violations in reference to the chickens, chicken coop, chicken pens, and items she claimed were junk and debris. – Thomas Graziano

3/22/2022, [CMA-2022-347](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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JAME.KING	James	Closed-Case Withdrawn	Magistrate Violation 3/22/2022	03/18/2022 Inspected the property and observed a mobile home with roof damage (rotting fascia, metal missing). There were two sheds on the property outside the fence after checking ACCELA no permits were found. I spoke with the Property Manager of the mobile home park she stated that her uncle is doing plumbing and electrical work on the mobile home to get it ready for his daughter to move in it. I searched Accela for permits for those construction repairs, found no permits issued. I also observed- a fence constructed of tarps, chicken wire and roofing material around the front of the property. The fence at the rear was wood and leaning on the ground and against other debris. Will have service rep. prepare a NOV/NOH packet for the roof SMO Ordinance 11-007 Section 8. F roofs and drainage (the roof has exposed rotting wood). And LDC Ordinance Chapter 1... Section 110... B. 1 (building without a permit). LDC Chapter 2...Section 210...A... 5..8. fencing. We will be posting the property on March 31,2022 with CNU-2022-322. James King
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3/29/2022, [CEC-2022-1031](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Closed-No Violation	Complaint	3/31/2022	<p>On 03/30/2022, I inspected the property based upon a complaint. While conducting my investigation and obtaining photos, a white male approached me from behind the fence of the property located immediately to the west. He advised me that he is on that property looking at the trees in the area that he needs to trim. He asked me what I was doing, and I advised him that I was conducting an investigation and obtaining photos for a complaint I received. He then alleged that there is a lot of things wrong with that property. I asked him to please elaborate. He advised me that the houses are too small to be on the property, to which I responded as far as I know, the Building Division approved the permits for the structures. He then advised me that he lied about his intentions and that he is not here looking at the trees, he is a neighbor to the north. The male then advised me that the fence is located in the right of way. I responded by advising him that I will look further into the fence issue. He advised me that the fence was built without a permit. Being a fence constructed of a chain link material, it is not required to have a fence. I advised the male that the fence does not have a requirement for a permit, but he told me that it does need a permit. I directed him to check the "Do I need a permit" section on the Polk County website. The male then alleged that they installed a septic tank without a drain field. I asked where the septic tanks are located. He advised either between the buildings or south of the southern most building. I asked him if he knows if anyone is living inside of the RV. He alleged that the RV is occupied, and the occupants are there at night. I continued to make my observations and obtain photographs. I observed the RV occupying the southeast portion of the lot. I did not observe any connections to utilities in reference to the RV. I was unable to determine if the RV is occupied at the time of the inspection. I also observed two structures, that appear to be small houses. The smaller house (guest house) is located south of the larger house. The larger house appears to have a light brown or tan section added to the rear portion of the house, which is included in the document entitled BR-2021-12504 Approved Plans. I observed several animals, a chicken coop (appeared to meet setbacks), a small purple shed like structure near the northeast corner, and a concrete slab to the east (behind) the guest house with pipes sticking out of the ground. A search of the Accela database resulted in the following permits: BR-2021-12485 for a chicken coop issued on 12/13/2021, BR-2021-12484 for a guest house (smaller, southern most building) issued on 12/13/2021, BT-2022-365 for installing a new 200 amp O/H power pole for tiny homes and well pump being denied on 01/22/2022 due to "the homeowner already has open building permits (BR- 2021-12484, BR-2021-12485, BR-2021-12504, BR-2021-12506) with electrical inspections. Please have the homeowner add you as the electrical subcontractor on these permits to continue the work.", BR-2021-12504 for a new single family residence (largest structure) issued on 11/09/2021, and BR-2021-12506 for a shed (small purple shed) that was issued on 12/13/2021. I observed the driveway entrance to 5690 Meadow Glen Road. I observed tire rut marks near the mailbox, but I did not observe obvious signs of damage to the end of the driveway that would be caused from trash trucks backing up into the end of the driveway. I observed the Google Street View image time dated from March 2021. I did not observe any additional damage from that picture compared to the current condition. The Google Street View image showed a commercial box truck traveling on the driveway, not a county garbage truck. I will continue to monitor the property. Inspection Photos, Google Street View Image and Site Plan uploaded. – Thomas Graziano</p>
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3/29/2022, [CEC-2022-1031](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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3/29/2022, [CMA-2022-405](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JESS.PHIL	Jessica	Closed - Owner Corrected	Magistrate Violation	3/29/2022	03/24 I met with the complainant who gave access to her property to view the swine and structures. I located two accessory structures, one with a water hose, which appear to house and/or feed the pigs. I also viewed the pigs having full access to the .45 acres which has chain link fence on the perimeter property lines and half way through the middle. Prepare NOV/NOH for LDC Chapter 2 Section 222 Agricultural E. Livestock and Fowl in Residential Neighborhoods (Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines, the storage of animal waste shall be located at least 50 feet from neighboring residential property lines.)

4/1/2022, [CEC-2022-1091](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JAME.KING	James	Closed-No Violation	Complaint	4/11/2022	04/11/2022 Inspected the property and I did not hear a rooster crowing. Violation is unfounded. James King

4/1/2022, [CEC-2022-1094](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	4/20/2022	On 04/19/22, I inspected the property based on a complaint of fowl and pens. There was no fowl observed and no pens were observed. I attempted to make contact at the subject property; however, there was no answer at the door. I then attempted to look up the complainant's address in the case file and discovered that the address provided (2015 Main) did not exist. Additionally, the complainant's name was not listed in Property Appraiser. Case closed. - Mike Creamer

4/5/2022, [CEC-2022-1133](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	4/20/2022	On 04/19/22, I inspected the property based on a complaint that the subject property owner had not removed roosters as had been directed during a recent variance hearing approval. I did not observe any roosters and did not hear any roosters coming from the subject property. I attempt to make contact with Property Owner Lourdes Torres Rodriguez; however, there was no answer at the door. I left a business card for a return call. - Mike Creamer
MICH.CREA	Michael	Closed-No Violation	Complaint	4/20/2022	On 04/19/22, I talked with Complainant Lawrence Weldon at his property of 3530 Lori Lane South. Mr. Weldon advised that he has not heard any roosters for several days and believes the subject property owner finally removed them. Regarding the variance hearing approval, he advised that he has already been in contact with Land Development and told them about the video he had of the roosters. He stated that as long as the roosters are gone, he will not pursue anything further with Land Development. - Mike Creamer

4/5/2022, [CEC-2022-1133](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	4/20/2022	On 04/19/22, Subject Property Owner Lourdes Torres Rodriguez (646-837-3384) called me. She advised that she did in fact remove all of the adult roosters, per the variance hearing directive. She advised that she didn't realize at the time that when some baby chicks were hatched from eggs, there were 3-4 that ended up being male roosters. She stated that at that early age, there is no way to determine if the chicks are male or female. When they started getting their permanent feathers, she discovered the few roosters. She will now be removing all of the baby chicks in order to alleviate any future complaints. Monitoring. - Mike Creamer
MICH.CREA	Michael	Closed-No Violation	Complaint	5/4/2022	On 05/04/22, I re-inspected the property and also met with Property Owner Lourdes Torres Rodriguez (646-837-3384). She advised that all of the roosters have been removed and that the only fowl remaining are the egg laying chickens and a few small recently hatched chicks. She added that she has decided to sell her home and that it should be listed on the market by this upcoming weekend. I did not hear any fowl while present. Monitoring. - Mike Creamer
MICH.CREA	Michael	Closed-No Violation	Complaint	5/12/2022	On 05/12/22, I re-inspected the property. It was apparent that the property owner was in the process of moving. I observed a For Sale sign in the front yard and also a mini pod unit in the driveway for the owner's belongings. I did not hear any fowl while present. Monitoring. - Mike Creamer

4/5/2022, [CMA-2022-441](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	4/5/2022	Inspected location this date 4/5/22 and took (3-4) photos. They have chickens, a cow or horse and other animals. The feeding and housing is right on the property line. - Lisa Harris

4/9/2022, [CMA-2022-459](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	4/9/2022	Inspected location on 4/7/22 and took photos of the property. Found some plumbing work being conducted and no permit posted. I also observed chickens and a goat. - Lisa Harris
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	4/9/2022	Send notice for Building w/o permits: (plumbing work requires permits) and Farm animals: (feeding and housing not meeting the required setbacks of 50 feet from each property line - chickens and a goat) - Lisa Harris
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	5/18/2022	Reinspected location this date to find chickens roaming free. I also spoke with the owner of this property and he advised that the individual that made the complaint was actually deceased in early March. This complaint was made in April. Therefore, the complainant was not a valid complainant. CO - Lisa Harris

4/13/2022, [CMA-2022-490](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	4/13/2022	4-12-22 Inspected location and found chicken coop in the front yard close to the neighboring property line. I took 2-3 photos. Prepare NOV/NOH for (Chicken coop not meeting setbacks). -Kimberly Gonzalez
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	4/13/2022	Per the LDC Chapter 2 Section 222 Subsection E. 2. Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. -Kimberly Gonzalez
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	5/13/2022	5-13-22 I rechecked property and found that the chicken coop has been removed. I took 2 photos. C/O. -Kimberly Gonzalez

4/26/2022, [CEC-2022-1427](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JESS.PHIL	Jessica	Closed-No Violation	Complaint	5/4/2022	05/04 I met with the complainant's wife and attempted to view the issue from the rear yard while standing in the shed which is elevated off the ground in order to see over the privacy fence. Violations must be viewed from the ground level.. Unable to determine distance from accessory structure (possible chicken coop) to the property line. Close unfounded - Jessica Phillips

4/29/2022, [CEC-2022-1473](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-No Violation	Complaint	5/2/2022	On 5/2/2022, I inspected the property to observe the frame work of a structure being built. The structure is located on the right side of the fence which appears to be on the property line. I then made contact with the property owner (Teresa Guevara) who advised that the structure is being built for birds. I then let Mrs. Guevara know that a permit will be needed for a structure of this size. In addition, I advised structure intended for fowl would need to be 50 feet off the property line. I was then advised that the structure would be removed or moved to meet the county ordinance. I am placing this case in monitoring status to insure compliance. Inspection photos attached. Gary McGahee
PATR.BOAT	Patricia	Closed-No Violation	Complaint	5/12/2022	On 5/10/2022, I inspected the property to observe the structure size has been changed and is now a bird cage. There is nothing in the county ordinance that governs bird cages only fowl and swine. The structure would also not require a permit. Therefore, this case is being closed unfounded. Inspection photos attached. Gary McGahee

5/3/2022, [CEC-2022-1519](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CODETEMP	Code	Violation Case Generated	Complaint	5/16/2022	Complainant Lee Brown called today about the rooster crowing starting at 4:00 am and all day long. Phyllis Clay

5/5/2022, [CEC-2022-1548](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-No Violation	Complaint	6/15/2022	On 6/15/2022, I inspected the property for free roaming chickens to observe no chickens from my legal access view. Based on this case being a recurring complaint I am placing this case in monitoring status. Inspection photos attached to the case file. Gary McGahee
PATR.BOAT	Patricia	Closed-No Violation	Complaint	6/30/2022	On 6/30/2022, I inspected the property to observe what appears to be a chicken coop in the backyard. However, I did not observe any free roaming chickens. I am attempting contact with the complainant before moving this case forward. Inspection photos attached to the case file. Gary McGahee
MEGA.WORL	Megan	Closed-No Violation	Complaint	3/9/2023	On 03/09/2023, I re-inspected the property to observe no free roaming chickens on the property. This case was unintentionally overlooked in transition and was made top priority. I am closing this case as unfounded. I am going to make contact with the complainant to confirm that the matter has been resolved. Inspection photos attached to case file. - Megan Worley/Patricia Boatwright

5/9/2022, [CEC-2022-1601](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Closed-No Violation	Complaint	5/16/2022	<p>On 05/12/2022, I inspected the property based off a complaint. I observed two horses in the back yard and three total structures in the back yard of this property. There was an older shed like structure (built on or around 2000, no permit needed), a chicken coop (middle structure with tallest roof), and a wooden horse stable. Note, the wooden horse stable is the last structure on this property as the shed like structure to the right is on the neighboring property. I observed the chickens in the coop when I entered the neighboring property after having the Consent Form signed. I searched the Accela database and did not discover any permits for the newly constructed chicken coop and horse stable. I spoke to the property owner and provided him with my phone number, direction on how to apply for the permits through the Building Division, and the Land Use Hearing Officer (who will be used hear the case for issuing the variance). I used the measuring tool on the Property Appraiser's website and it indicated that the structures will not meet the minimum setback of 50 feet from the neighboring properties. Therefore, a variance will be required. I advised the property owner that I will initially keep the complaint in complaint status and monitor the property for two weeks. Inspection Photos and Consent Form uploaded. – Thomas Graziano</p>
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	6/21/2022	<p>On 06/21/2022, I continued to monitor the property for compliance. I observed the unpermitted structures remained in the backyard. A search of the Accela database resulted in LDLVAR-2022-56, which is the variance for the horse stable and the chicken coop. The variance is scheduled to go to a hearing on 08/11/2022. I also observed an application BR-2022-6975 for the horse stable and BR-2022-6974 for the carport/chicken coop. Both applications are in the application received stage. I will continue to monitor the property for compliance. Inspection Photos uploaded. – Thomas Graziano</p>
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	10/10/2022	<p>On 10/10/2022, I continued to monitor the property for compliance. I observed the horse stable was partially deconstructed. The chicken coop (carport) remained. The horses were now located inside of the chicken coop/carport. I searched the Accela database and observed variance LDLVAR-2022-56 was approved on 10/06/2022. I spoke with the property owner. He advised that he was unaware that the variance was approved. He explained that the horse stable building permit will not be approved, and he will finish deconstructing the stable. He advised that he is working on obtaining the measurements for the carport. The carport is listed under BR-2022-6974 and it is currently under the Additional Information Required stage. I provided the property owner with my business card and asked him to update me on the status of the building permit application. I will continue to monitor the property for compliance. Inspection Photos uploaded. – Thomas Graziano</p>
TYRI.PRID	Tyrinda	Closed-No Violation	Complaint	11/30/2022	<p>On 11/22/2022, I continued to monitor the property for compliance. I observed the chicken coop (carport like structure) remained. The horses are now located in the chicken coop (carport like structure). The wooden structure where the horses were originally located appears to be in the process of being deconstructed. A search of the Accela database resulted in variance LDLVAR-2022-56 was approved on 10/06/2022. Building permit BR-2022-6974 for the carport like structure is currently under the Additional Information Required stage. I left a door hanger requesting contact with the property owner. I will continue to monitor the property for compliance. Inspection Photos and Door Hanger Photos uploaded. – Tyrinda Pride</p>

5/9/2022, [CEC-2022-1601](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	12/30/2022	On 12/30/2022, I continued to monitor the property for compliance. I observed the chicken coop remained. The chicken coop's location is approved through variance LDLVAR-2022-56. The chicken coop is a repurposed carport. I observed chicken inside of the coop. Therefore, the chickens coop would be permitted with a variance under LDC, Chapter 2, Section 222 Agricultural A. General Farming - Nothing herein shall prevent the use of any land for agricultural purposes, or the construction and use of buildings or structures incidental to that purpose. No conditional use permit or certificate shall be required for any new agricultural building or structure provided, however, no structure for the sheltering or feeding of animals (such as barns, stables, coups, aviaries, troughs or feeders) shall be permitted to be built within 50 feet of a property boundary except within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. Inspection Photos uploaded. – Thomas Graziano

5/9/2022, [CEC-2022-1605](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	5/16/2022	Phone Call 05/16/2022: I contacted the property owner to advise him that the pool did not have a permit in the system. Therefore, he would need a permit for the pool. He advised that he will attempt to add the pool to permit BR-2022-5597. The property owner also advised that the items that were placed over the fence have been removed over the weekend. I informed him that a smaller chicken coop would not require a permit so that would be an option for his neighbor as well. – Thomas Graziano

5/11/2022, [CEC-2022-1626](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-No Violation	Complaint	6/6/2022	On 5/27/2022, I inspected the property for livestock to observe two cows on the property. LDC Chapter 2 subsection (222.E): Code enforcement action of this subsection (222.E) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained. The complainant for this case does not live 250 feet from the residence. Therefore, a case cannot be opened. Case closed unfounded. Inspection photos attached to the case file. Gary McGahee

5/19/2022, [CEC-2022-1772](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-No Violation	Complaint	7/1/2022	On 6/30/2022, I inspected the property based on a complaint for a free roaming rooster to observe the property in question. However, a rooster was not seen from my legal access view. I am attempting contact with the complainant before moving this case forward. Inspection photos attached. Patricia Boatwright
GARY.MCGA	Gary	Closed-No Violation	Complaint	10/6/2022	On 10/6/2022, I inspected the property based on a citizen complaint to observe no rooster crowing at the time of the inspection. I was unable see any coop from my legal access view. In addition, I left a door hanger with my business card requesting a call. I am placing this case in monitoring to obtain more evidence. Inspection photos and door hanger photo attached to the case file. Gary McGahee

5/19/2022, [CEC-2022-1772](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
GARY.MCGA	Gary	Closed-No Violation	Complaint	10/10/2022	On 10/10/2022, I met with the tenant (Michael Brocdead 813-763-4921) to conduct the inspection. To begin, I had Mr. Brocdead sign a consent to enter form giving me legal access to inspection the property. During my inspection, I observed no roosters located on the property. This case will be closed unfounded. Inspection photos attached to the case file. Gary McGahee

5/23/2022, [CEC-2022-1933](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	5/26/2022	On 05/25/2022, I inspected the property based upon a complaint. I was unable to observe any chickens from the ROW from both the alleged violator's property and the complainant's property. Therefore, I contacted the complainant. The complainant voluntarily signed the Consent Form, allowing me access to his property to obtain photos. I observed a shed like structure and a penned in section with a blue tarp partially covering the roof. I obtained photos of the chicken enclosure and the chickens. I then talked to the complainant. He explained that he is not complaining about the chickens or the chicken enclosure, he is complaining about the noise generated from rooster. I advised him that I will speak to the property owner and ask if they can remove the rooster from the property as the complaint was for noise, and not the actual chickens. I spoke to the property owner, Tina Haynie who advised that they recently obtained one rooster. I explained to her that while the chickens and chicken enclosure does not meet setbacks, the complaint was solely based upon the noise generated from the one rooster and not from the chickens or the enclosure. She advised that she will remove the rooster this weekend. I informed her that I will provide her with two weeks to remedy the noise complaint. I provided her with my contact information and asked her to contact me once the rooster is removed. Inspection Photos and Consent Form uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	5/31/2022	Phone Call 05/31/2022: I received a phone call from the complainant. He advised that he has not heard the rooster over the weekend. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	6/3/2022	Email 05/30/2022: The property owner emailed me and advised that he had removed the rooster from the property. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	6/3/2022	On 06/03/2022, I inspected the property and observed no signs of the rooster remaining on the property. Therefore, this complaint will be closed as unfounded. Inspection Photos uploaded. – Thomas Graziano

5/23/2022, [CNU-2022-560](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-Owner Corrected	Nuisance Violation	5/23/2022	On 05/23/2022, I inspected the property based upon a complaint. I observed the open storage of junk and debris (washers, dryers, dishwasher, sink, and other miscellaneous items). The junk and debris was primarily located in the rear and side yards. The complainant listed that there were chickens on the property. I heard chickens, but I was unable to observe any chickens on the property. Furthermore, the complainant does not live within 250 feet of the property, preventing Code Enforcement from investigating the chicken complaint. I left a door hanger on the fence, requesting contact. Inspection Photos and Door Hanger Photos uploaded. – Thomas Graziano

5/27/2022, [CMA-2022-630](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation	6/29/2022	On 06/28/2022, I inspected the property. I observed the property remains in violation as there are two signs on this property that are over eight feet in height as well as more than 64 total feet of signs. The red background sign with white lettering stating "FLEA MARKET OPEN WEEKENDS" and the red background sign with yellow and white letters stating "ROTISSERIE CHICKEN, TACOS, QUESADILLAS, WE ARE OPEN Mon to Fri 10am - 6pm Sat and Sun 8AM - 6 PM www.mipueblochicken.com" are both over eight feet in height and therefore are prohibited. The I Heart Mi Pueblo sign would be permitted and counted towards the allotted 64 square feet of approved signage. Re-Inspection Photos uploaded. - Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation	6/29/2022	Phone Call 06/29/2022: I contacted the property owner and thanked her for removing some of the signs. However, I informed her that she is still in violation. She advised that she is going to lower the red background sign with white lettering stating "FLEA MARKET OPEN WEEKENDS" to under eight feet in height. She advised that she is going to remove the sign stating "ROTISSERIE CHICKEN, TACOS, QUESADILLAS, WE ARE OPEN Mon to Fri 10am - 6pm Sat and Sun 8AM - 6 PM www.mipueblochicken.com". She advised that she is going to sign the First Offense Stipulation once she receives it. The property owner advised that she is going to have the sign violation corrected by 07/28/2022. - Thomas Graziano

6/2/2022, [CEC-2022-2156](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SUSE.CEGL	Susel	Violation Case Generated	Complaint	7/27/2022	Re-inspection conducted on 7/5/2022 and meet with reporter: observed from his property into the rear of the property in question. Observed a foul order from wood fence, heard chickens, heard pigs and dogs. Observed multiple sheds. Reporter resides within the required 250 FT for chicken complaints. Left a yellow note on mailbox to contact owner--Susel Ceglarek

6/8/2022, [CEC-2022-2215](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CODETEMP	Code	Closed-No Violation	Complaint	6/8/2022	Investigator will need to go on complainants property to see the chicken coop in the back, If complainant is not home I was told the mother will be home her number is 863-370-1254. - Bethany Porreca
MICH.CREA	Michael	Closed-No Violation	Complaint	7/12/2022	On 07/12/22, I inspected the property and met with Property Owner Skylar Oglesby (863-701-4072). I explained the complaint of chickens running around. She advised that they do have a few chickens in a pen within their back yard. I had no legal access to the back yard, which was surrounded by a privacy fence. Per the Property Appraiser site, the property size is 100' x 280' and is .6 acre. Mrs. Oglesby advised that due to the size of the back yard, they will remove the pen and chickens as soon as possible. She advised that she will keep me updated with their progress. Monitoring. - Mike Creamer
MICH.CREA	Michael	Closed-No Violation	Complaint	8/8/2022	On 08/08/22, I received a call from Property Owner Skylar Oglesby (863-701-4072) who advised that all of the chickens have been removed from the property. We had previously re-inspected the property on 08/03/22 and there no chickens observed. Case closed. - Mike Creamer

6/10/2022, [CMA-2022-673](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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CHRI.VALE	Christian	Closed-Case Withdrawn	Magistrate Violation	6/10/2022	Inspected property and observed a row of chicken coops lining the fence line containing all kinds of chickens and roosters. Send NOV/NOH for Livestock and Fowl in Residential Neighborhoods (Not meeting proper setbacks)* Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines*The storage of animal waste shall be located at least 50 feet from neighboring residential property lines. Photos attached. -Christian Valentin
JAME.KING	James	Closed-Case Withdrawn	Magistrate Violation	6/21/2022	On 06/21/22 I spoke with the property owner (James Davis 863-207-4403). About his case I did advise him that his chicken coop do not meet the 50 feet setback requirement. Accorded the pictures that are downloaded in the case. He stated that the coop is next to the fence. - James King
PATR.BOAT	Patricia	Closed-Case Withdrawn	Magistrate Violation	6/30/2022	On 6/29/2022, I received a call from the property owner (Lisa Davis) advising her property is over a 1/2 acre written in the Notice of Violation/Notice of Hearing (NOV/NOH) received. I was also advised by Mrs. Davis the chicken coop is on the property line. I have reviewed the case photos taken by Investigator Valentin to observe the chicken coop structure does not meet set back requirements written in the county ordinance. In addition, I checked the GIS to observe the property is zoned RS. Mrs. Davis was then informed the NOV/NOH will be amended to be cited under the correct LDC Violation. Staff will prepare an amended NOV/NOH under the following LDC Chapter 2 Section 222 - A. General Farming: Nothing herein shall prevent the use of any land for agricultural purposes, or the construction and use of buildings or structures incidental to that purpose. No conditional use permit or certificate shall be required for any new agricultural building or structure provided, however, no structure for the sheltering or feeding of animals (such as barns, stables, coups, aviaries, troughs or feeders) shall be permitted to be built within 50 feet of a property boundary except within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. Patricia Boatwright
PATR.BOAT	Patricia	Closed-Case Withdrawn	Magistrate Violation	8/15/2022	On 8/15/2022, I re-inspected the property by request of the property owner to observe the chickens and coop have been removed from the property. Therefore, the property has been brought into compliance. Compliance photos attached to the case file. Patricia Boatwright
PATR.BOAT	Patricia	Closed-Case Withdrawn	Magistrate Violation	10/7/2022	On 10/7/2022, I re-inspected the property to re-verify compliance as the complainant called to advise the chickens were still on the property not meeting the set back requirements to observe no chickens or a coop which could be seen from my legal access view. Due to the evidence observed this case will remain closed. Patricia Boatwright

6/16/2022, [CEC-2022-2347](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-No Violation	Complaint	9/20/2022	Went back out to location this date and left door hanger. As I was leaving the owner, Richard Routh came out and explained that he had a case before with Jamie Harrell. His chickens are 50 feet away from the property line. Therefore, I am closing the case. CO - Lisa Harris

6/17/2022, [CEC-2022-2348](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	7/19/2022	On 07/19/22, I inspected the property and observed a portable gazebo style canopy on the west side of the residence. This is not a permanent type of structure; subsequently, no permit was required. Additionally, there were no chickens or goats observed. Case closed. - Mike Creamer

6/29/2022, [CMA-2022-730](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation	6/29/2022	<p>On 06/29/2022, I inspected the property based upon a complaint. While inspecting the property, I contacted the property owner. I advised him that I received a complaint for chickens and a rooster on his property. He was initially very upset and demanded to know who filed the complaint. I advised him to contact the Code Enforcement Office and I wrote the number on the back of my business card, which I provided him. He admitted to having four chickens and one rooster on the property. I read the LDC code pertaining to chickens in a residential area to the property owner. I pulled up the Property Appraiser's aerial photographs and used the measuring tool. The measuring tool indicated that the middle of the rear and side property lines were less than 50 feet from the neighboring property lines. The property is zoned RL-2 and is 0.31 acres in size. The property voluntarily offered to show me the chicken coop. I asked him to sign a Consent Form before stepping onto his property. The property owner voluntarily signed the Consent Form, allowing me access to his property to inspect and obtain photos. I observed a chicken coop inside of the privacy fence on the southwest portion of the property. The chicken coop was less than five feet from the neighboring property line. I explained to the property owner that I do not know where the complaint was generated from at this time, but it must be generated from within 250 feet of his property. I later verified that the complaint was generated from the adjoining property directly to the south of his property, making it a valid complaint. I explained to the property owner that he may contact the Land Use Hearing Officer and request a variance. If the variance is approved, it may allow the chickens and the chicken coop to remain less than 50 feet from the neighboring property line. I wrote the phone number for the Land Use Hearing Officer (Planner on Call) on the back of my business card. I advised the property owner that the deadline for the application for next hearing which will be held on 09/22/2022 is 07/14/2022. I asked him to contact me later in the day and I will let him know if the complaint was generated less than 250 feet from his property. As previously stated, the complaint is valid, therefore, the property owner is in violation of LDC, Chapter 2, Section 222 Agricultural, E. Livestock and Fowl in Residential Neighborhoods. This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential neighborhoods. Code enforcement action of this subsection (222.E) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained. The following provision apply to any residential properties less than 1/2 acre (21,780 square feet) in size and do not apply to any property within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. These provisions do not apply to the good faith commercial agricultural use of land (bona fide agricultural purposes), as defined in Section 193.461., F.S. 2. Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. Inspection Photos and Consent Form uploaded. – Thomas Graziano</p>
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation	6/29/2022	<p>Phone Call 06/29/2022: The complainant returned my phone call. I advised her that the property owner advised that he is going to try and obtain a variance to allow the chickens and rooster to remain on his property. I explained the timeline with the variance process. She advised that she understood that it will be a process and some time until a resolution is reached. – Thomas Graziano</p>

6/29/2022, [CMA-2022-730](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation	6/29/2022	Service Rep will prepare a Notice of Violation/Notice of Hearing (NOV/NOH) for the property owner. The NOV/NOH will be in reference to LDC, Chapter 2, Section 222 Agricultural, E. Livestock and Fowl in Residential Neighborhoods, 2. Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation	7/19/2022	Phone Call 07/19/2022: Donna Boire contacted me and advised that they removed the rooster but has three hens remaining. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation	7/21/2022	Phone Call 07/21/2022: Mr. Boire contacted me and LVM advising that there seems to be some confusion. He advised that he removed the rooster from the property. He alleged that the "hens that I got are canaries on steroids and I do not understand this 50 foot and all." He requested a phone call back and would like to schedule an appointment with me. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation	7/21/2022	Phone Call 07/21/2022: Mr. Boire contacted me. He advised that he does not want to follow up with obtaining the variance to allow the chickens as it costs too much money. I advised him that in order for me to close the violation, I must see that the chickens and chicken coop are removed from the backyard as it is not possible to have them 50 feet or more away from the neighbor's property line. I advised him that I will schedule an appointment with him as the chicken coop and chickens are behind his privacy fence and I will need him to let me onto the property to verify the violation was corrected. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation	8/11/2022	On 08/11/2022, I met with the property owner who allowed me to re-inspect the property. I observed no chickens or chicken coop. Compliance Photos uploaded. – Thomas Graziano

6/30/2022, [CMA-2022-737](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
FELI.RAMO	Felix	Closed - Owner Corrected	Magistrate Violation	3/18/2024	03/15/2024 At the request of the property owner Ivan Perez, I conducted a reinspection of the property. I observed the shed and chicken coop to be demolished per the requirements issued in the order. Photographs were taken of the property and will be attached to this case. Case pending the demolition of the existing additions(BT-2024-569) to the mobile home. Will be contacting the property owner to sign an extension of time stipulation. Felix Ramos

7/8/2022, [CEC-2022-2670](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
RAYM.ELDR	Raymond	Closed-No Violation	Complaint	7/20/2022	On 07/19/2022, I continued to monitor this property. I observed the pygmy goats were contained in a pen that is located directly in the middle of the backyard. The structure would meet setbacks for an accessory structures in this land use district. The LDC regulates fowl and swine with regards to location of pens/storage of feces. The LDC does not cover goats. This complaint is closed unfounded. Inspection photos uploaded. -Raymond Eldridge

7/8/2022, [CEC-2022-2680](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Closed-No Violation	Complaint	7/20/2022	On 07/20/2022, I inspected the property. I did not observe any violations. I spoke with the owner, Cheryl Fowler, who verified that Mr. McKee inspected the property and found it to be in compliance. Therefore, this complaint will be closed as unfounded per Mr. McKee. Inspection Photos uploaded. – Thomas Graziano
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7/13/2022, [CEC-2022-2756](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-No Violation	Complaint	7/15/2022	On 7/15/2022, I inspected the property for chickens and/or fowl on a residential property to observe a chicken in the backyard. However, I was unable to obtain supporting evidence of the violation. I then made contact with the property owners (Teresa and Sonny Ackart: 863-409-8789) who did advise they do own chickens in their backyard. The property is .32 acres according to Property Appraisers and is zoned RS. After some discussion, Mr. and Mrs. Ackart came to the understanding that they are unable to meet the 50 foot setback for the chicken coop as it would place it in their home. Nevertheless, based on my inability to obtain visible evidence of the violation I am placing this case in monitoring status. Contact will be made with the complainant. Inspection photos attached. Patricia Boatwright
PATR.BOAT	Patricia	Closed-No Violation	Complaint	8/4/2022	On 8/2/2022, I re-inspected the property by request of the property owner to observe no chickens and/or fowl which could be seen from my legal access view. I then made contact with the complainant (Jay Thomas) on 8/4/2022 who advised the chickens have indeed been removed from the property. With this said, this case is being closed unfounded. Re-inspection photos attached to the case file. Patricia Boatwright

7/19/2022, [CEC-2022-2845](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JAME.KING	James	Closed-No Violation	Complaint	8/5/2022	On 08/04/22, I inspected the property. No violations were observed. Spoke with resident W.C Gogfrey (863-529-5993) who stated that he does not own any chickens and that the chickens are free range and the chicken's roam throughout the neighborhood also that the chickens live in the tree in the neighborhood. We did not observe any fowl's pins on the property. Case closed. – James King

7/21/2022, [CEC-2022-2877](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Closed-No Violation	Complaint	7/27/2022	On 07/27/2022, I reviewed this complaint. I noted that the complainant's address is listed as 4110 S. Florida Ave. Suite 200, which is listed as a HOA management company. The property for the alleged violation is 4.43 acres in size and is zoned RL-1. LDC Chapter 2, Section 222 Agricultural, E. Livestock and Fowl in Residential Neighborhoods states the following: This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential neighborhoods. Code enforcement action of this subsection (222.E) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained. The following provision apply to only residential properties less than ½ acre (21,780 square feet) in size and do not apply to any property within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. These provisions do not apply to the good faith commercial agricultural use of land (bona fide agricultural purposes), as defined in Section 193.461., F.S. Therefore, there are two issues with this complaint, preventing Code Enforcement from investigating the complaint any further. One, the complaint was not generated by a residential property owner within 250 feet of the property that allegedly contains the chickens. And two, the property that allegedly contains the fowl is larger than the ½ acre residential properties that are regulated. Therefore, I attempted to contact the complainant and explain this to her. However, I received the error message of "the call cannot be completed as dialed, please check the number and try again". This complaint is closed unfounded, no photos were obtained. – Thomas Graziano
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7/22/2022, [CEC-2022-2888](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-No Violation	Complaint	8/3/2022	Met complainant at her place of residence 722. Took photos of green stakes that are out by the roadside, the laddace and chicken wire for fencing. Since I have the phone number for the respondent I called and advised he needed to take the green stakes out of the right of way and that if he plans on putting up a fence it needs to be in the same type material throughout. The complainant also mentioned a light or camera that is in the back yard. She stated her mother worked or works for code enforcement and stated it needs a permit. I advised that there are low voltage equipment that doesn't require permits however, I would find out and let her know. - Lisa Harris

7/27/2022, [CMA-2022-814](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
KIMB.GONZ	Kimberly	Closed - Owner Corrected	Magistrate Violation	7/27/2022	7-19-22 Inspected location and found there to be construction materials and tool throughout the back and side property. There were also chicken coops that do not meet setbacks, and two additions to the mobile home that do not have permits. Photos attached. Prepare NOV/NOH for Accessory Use (Outdoor storage not allowed within the RL-1 Land Use District), Building without permit (Additions to home to include electricity), and (Chicken coops not meeting setbacks) to be posted along with CNU on 8-5-22. -Kimberly Gonzalez
KIMB.GONZ	Kimberly	Closed - Owner Corrected	Magistrate Violation	9/14/2022	9-6-22 Rechecked property and found chicken coop to have been removed. The addition to the home remains the same and there are no changes. I checked Accela and found no permits. Photos attached. Prepare packet. - Kimberly Gonzalez

7/28/2022, [CEC-2022-2972](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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KIMB.GONZ	Kimberly	Closed-No Violation	Complaint	8/23/2022	8-11-22 Inspected location and could not hear roosters or chickens. I also did not see any chicken coops. I took 1 photo. We can not cite for a free roaming chicken or rooster. C/O. - Kimberly Gonzalez
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7/28/2022, [CMA-2022-816](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SUSE.CEGL	Susel	Closed - Owner Corrected	Magistrate Violation	7/28/2022	7/14/2022 @ 2pm: Re-inspection and meeting with owner to walk property. Observed the following: chickens, pigs and dogs all in cases that were located up against the rear fence, no setback allowed. Rear neighbor who is also the reporter resides w/in the 250 FT requirement for the chicken complaint. As reported by neighbor, a foul order may be due to storage of animal waste. All animals looked to be in good condition. Observed multiple structures/sheds on property. One shed in question was opened and revealed that, as per owner, her 20 year son sleeps in. Observed a bedroom with wall A/C unit in shed. Also observed junk/debris under structure as well-a CNU case will be opened---Susel Ceglarek
SUSE.CEGL	Susel	Closed - Owner Corrected	Magistrate Violation	7/28/2022	Yasina: please prepare and mail NOV to owner for the following: LDC, CHP2, SECTION 222.E Fowl and Livestock (Pen/fenced for chickens and pigs must be at least 50 FT from rear/side property lines) and (The storage of animal waste must be located 50 FT from side/rear property lines); LDC CHP2, "Use Tables for Standard Land Use Districts: Setbacks" (Dog cage/pen is against rear setback); LDC SECTION 110 B.1 & FL BLDG CODE 2020, SECTION 105.1-Building w/o a permit (A/C wall unit in shed requires an electrical permit); AND LDC SECTION 209 UNPERMITTED/PROHIBITED ACCESSORY STRUCTURE-(person living in shed)--Susel Ceglarek
SUSE.CEGL	Susel	Closed - Owner Corrected	Magistrate Violation	8/15/2022	Yasina please prepare NOV for: LDC, CHP4 SECTION 401.06 (Dog cage/Pen must be 10 FT from rear setback); FL Building Code 10014.2017.111.1- No Certificate of Occupancy for accessory dwelling/occupied shed; LDC CHP2 SECTION 206.85-Accessory Uses -Guest house, accessory apartments, garage apartments (Accessory dwelling use shall be permitted subject to a Level 1 review), LDC, CHP2, SECTION 222.E Fowl and Livestock (Pen/fenced for chickens and pigs must be at least 50 FT from rear/side property lines) and (The storage of animal waste must be located 50 FT from side/rear property lines) and LDC SECTION 110 B.1 & FL BLDG CODE 2020, SECTION 105.1-Building w/o a permit (A/C wall unit in shed requires an electrical permit)--Susel Ceglarek

8/2/2022, [CEC-2022-3044](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
KIMB.GONZ	Kimberly	Closed-No Violation	Complaint	9/6/2022	9-1-22 Inspected location and could not determine if there was a chicken coop on the property or not as this property has a long driveway. I could not see into the backyard or side yards. I took 3 photos. C/O. -Kimberly Gonzalez
KIMB.GONZ	Kimberly	Closed-No Violation	Complaint	9/6/2022	9-6-22 Received a call from the complainant Dora Whitehead 863-221-0722 she wanted an update on the complaint. When I told her that this case was going to be closed out as I could not see into the backyard from the roadway she became upset. She wanted to know what could be done as the rooster the owner of this property has is always making noise. She also stated that they sometimes get out of there makeshift cage. I told her that we do not enforce free roaming chickens and that seemed to upset her more. She stated that what was the point of having Code Enforcement if we couldn't do anything so I told her that I would speak to my supervisor to see if there was something to be done. -Kimberly Gonzalez

8/2/2022, [CEC-2022-3044](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
KIMB.GONZ	Kimberly	Closed-No Violation	Complaint	9/20/2022	I met the complainants husband on 9-8-22 and he was able to show me where the chicken coop was while still being on his property. I took photos and informed him that I would try to measure the location with P.A. and let them know once I do if this is a violation. -Kimberly Gonzalez
KIMB.GONZ	Kimberly	Closed-No Violation	Complaint	9/20/2022	I checked P.A. and found that the chicken coop is in the middle of the property and is the required 50 ft from neighboring property lines. This property is not in violation and I will inform the complainants so they know. This case is being closed out as unfounded. -Kimberly Gonzalez

8/10/2022, [CMA-2022-860](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation	8/10/2022	On 8/9/2022, I inspected the property for a complaint regarding chickens and roosters to observe the chicken coop with chickens and roosters which could be heard. The chicken coop was located to the right side of the property on the property line. The property is in violation for not meeting the 50 foot set backs again as the coop is sitting on the property line. LDC Chapter 2 Section 222 (A)General Farming Nothing herein shall prevent the use of any land for agricultural purposes, or the construction and use of buildings or structures incidental to that purpose. No conditional use permit or certificate shall be required for any new agricultural building or structure provided, however, no structure for the sheltering or feeding of animals (such as barns, stables, coups, aviaries, troughs or feeders) shall be permitted to be built within 50 feet of a property boundary except within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. Inspection photos attached to the case file. Patricia Boatwright
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation	8/10/2022	Staff will prepare a Notice of Violation/Notice of Hearing (NOV/NOH) for the chicken coops not meeting set backs. LDC Chapter 2 Section 222 Section (A) General Farming as defined in the previous comment. Patricia Boatwright
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation	9/6/2022	On 9/6/2022, I inspected the property based on a request from the property owner to observe the chicken coop remains close to the property line beside the fence to the right of the property. Contact will be made with the property owner to advise of my findings. It should be noted, the property is occupied by tenants. Re-inspection photos attached to the case file. Patricia Boatwright
GARY.MCGA	Gary	Closed-Owner Corrected	Magistrate Violation	9/9/2022	On 9/9/2022, I re-inspected the property on behalf of investigator Boatwright to observe the chicken coop has been moved away from the property line. I then used the measuring wheel to confirm that the chicken coop is 50 feet away. Therefore, this case will be closed owner corrected. Compliance photos attached to the case file. Gary McGahee

9/2/2022, [CMA-2022-923](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
KIMB.GONZ	Kimberly	Closed-No Violation	Magistrate Violation	9/2/2022	8-30-22 Inspected location and found a chicken coop on the left side of the property right on the property line leaning on the fence. I could not determine if there was a roof to the coop as it was towards the back of the property. I took multiple photos. Prepare NOV/NOH for (Chicken Coop not meeting setbacks). - Kimberly Gonzalez

9/5/2022, [CEC-2022-3507](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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GARY.MCGA	Gary	Closed-No Violation	Complaint	10/3/2022	On 9/26/2022, I inspected the property to observe three chicken coops located in front of property. However, I was unable to see any free roaming chicken at the time of the inspection. I was then approached by the property owner's daughter who advised that the chickens will be removed on Friday 10/7/2022. I am placing this case in monitoring to confirm compliance. Inspection photos attached to the case file. Gary McGahee
GARY.MCGA	Gary	Closed-No Violation	Complaint	10/10/2022	On 10/10/2022, I inspected the property based on a citizen complaint regarding free roaming chickens to observe no chicken roaming at the time of the inspection. I then observed three chicken coops on the property. However, I was unable to see any chickens inside the coop. I am placing this case in monitoring to obtain more evidence. Inspection photos attached to the case file. Gary McGahee
GARY.MCGA	Gary	Closed-No Violation	Complaint	11/2/2022	On 11/02/2022, I inspected the property based on a citizen complaint regarding free roaming chickens to observe no chicken roaming at the time of the inspection. I then observed three chicken coops on the property. However, I was unable to see any chickens inside the coop. I am placing this case in monitoring to obtain more evidence. Inspection photos attached to the case file. Gary McGahee
PATR.BOAT	Patricia	Closed-No Violation	Complaint	12/5/2022	On 12/05/2022, I inspected the property and did not see any free roaming chickens or turkeys. There were chickens caged inside of a coop. This is the fourth inspection of this property. The case is closed unfounded. - Patricia Boatwright & Kristi Crowell

9/20/2022, [CNU-2022-1161](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Nuisance Violation	9/20/2022	9-16-22 Inspected location and found there to be what appears to be distressed vehicles in the front yard as well as junk and debris throughout the property. I could not see a chicken coop. I took multiple photos. Prepare DFR to post 9-29-22. -Kimberly Gonzalez

9/22/2022, [CEC-2022-3777](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
DANI.FORD	Danielle	Violation Case Generated	Complaint	9/22/2022	Per attached email, complainant stated the following: the residents at 663 Raymond Loop have chickens, goats, ducks, and sometimes pigs, and often burn the manure. The odor is horrendous. The complainant's wife has severe breathing problems, and cannot be outside due to the stench. In addition to the animals and odors, complainant states the owners installed a privacy fence, then added several unpermitted structures. Please see attached email for review. - Danielle Ford

9/27/2022, [CMA-2022-976](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation 9/27/2022	<p>On 9/23/2022, I met the complainants James Blankenship, 863-965-1359: 3029 Lantana Circle, Auburndale and Glenda Williams (863-640-5385; 3031 Lantana Circle) to conduct an inspection from their properties referencing their complaint concerning chickens, goats, and pigs. To begin, I had Mr. Blankenship and Mrs. Williams sign a consent to enter form allowing me to legally conduct the inspection. This inspection began in the backyard of 3031 Lantana in which I was able to observe chicken coops full of chickens which were not meeting the 50 foot set back written in the county ordinance. I then inspected from 3029 Lantana Circle to observe a privacy fence and shrubs which gave me no visible access. I did however detect an odor which would be associated with farm animals. Mr. Blankenship advised the odor is much stronger when the waste is being burned. The property is zoned RL-2 and .45 acres, LDC Chapter 2 Section 222-E (2). Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. (3) The storage of animal waste shall be located at least 50 feet from neighboring residential property lines. It should also be noted, the complainants properties are within 250 feet of the property as they are adjacent to back of the property. Staff will prepare a Notice of Violation/Notice of Hearing (NOV/NOH) to send to the property owner for the chicken coops not meeting set backs under LDC Chapter 2 Section 222 E - 2 & 3. Inspection photos attached to the case file. Patricia Boatwright</p>
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation 12/14/2022	<p>Received a call from the complainant James Blankenship: 863-965-1359 who advised he could get a doctor's note showing the chicken dander is making him and his wife sick. Due to not conducting the re-inspection this case has been continued to the January SM Hearing. It should be noted, the property has been cited for not meeting the 50-foot setback requirement however the setbacks are being met as it pertains to Mr. Blankenship's property/. I also advised Mr. Blankenship if he feels the chicken dander is causing health issues, he may need to seek legal Council against his neighbor. In addition, I advised Mr. Blankenship to contact the environmental unit if he believes the fowl waste is being burned. Awaiting a call back to schedule the re-inspection with the property owner at this time. Patricia Boatwright</p>
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation 12/28/2022	<p>On 12/28/2022, I re-inspected the property to observe the chicken coop remains 31 feet away from the adjacent property line. A translator advised the property owner what needed to be done to bring the property into compliance. It should be noted, the property marked the 50-foot set back with a stake in the ground showing he understood what needs to be done to bring the property into compliance. A re-inspection was then scheduled for 1/11/2022 @ 8:30 a.m. Patricia Boatwright</p>
KRIS.CROW	Kristi	Closed-Owner Corrected	Magistrate Violation 1/10/2023	<p>On 01/10/2023, I met with the property owner who signed a Consent to Enter form. I inspected the property and observed the chickens had been moved 50 feet from the property line, but the coop itself had not. The property owner's nephew translated that the structure had to be removed not just the chickens. I made another appointment for the re-inspection to be in the afternoon of 01/10/2023. Re-inspection photo attached. - Patricia Boatwright & Kristi Crowell-</p>

9/27/2022, [CMA-2022-976](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation	1/12/2023	On 1/10/2023, I met the property owner a second time to conduct an inspection at their request. To begin, I had the property owner sign a consent to enter form. I then observed one chicken coop has been moved to meet the setback requirements. However, two other coops located on the property are still not meeting the 50-foot setback. Investigator Crowell accompanied me on this inspection to translate the additional coops would also need to be moved back. I also called the property owners nephew (Boris) to advise the property remains in violation and what needed to be done to bring the property into compliance. Consent to enter form and re-inspection photos have been attached to the case file. Patricia Boatwright
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation	1/18/2023	On 1/18/2023, I met the property owner (Mr.Bacallioao) to conduct a re-inspection by his request. To begin, I had Mr. Bacallioao sign a consent to enter form. I then observed all the chicken coops have been moved back 50 feet to meet the required standards of the county ordinance. This case will proceed to hearing for cost of enforcement only as the violations were corrected after the correct by date. Compliance photos attached to the case file. Patricia Boatwright

10/3/2022, [CEC-2022-3832](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-No Violation	Complaint	10/6/2022	Send a courtesy letter under LDC Section A.General Farming (Revised 1/10/12; Ord. 12-001) Nothing herein shall prevent the use of any land for agricultural purposes, or the construction and use of buildings or structures incidental to that purpose. No conditional use permit or certificate shall be required for any new agricultural building or structure provided, however, no structure for the sheltering or feeding of animals (such as barns, stables, coups, aviaries, troughs or feeders) shall be permitted to be built within 50 feet of a property boundary except within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. and Section 222 E.Livestock and Fowl in Residential Neighborhoods (Revised 2/5/19 Ord. 19-008; 12/15/15; Ord. 15-080; 1/10/12; Ord. 12-001) This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential neighborhoods. Code enforcement action of this subsection (222 E.) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained. The following provision apply to only residential properties less than 1/2 acre (21,780 square feet) in size and do not apply to any property within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. These provisions do not apply to the good faith commercial agricultural use of land (bona fide agricultural purposes), as defined in F.S. § 193.461. 1.Livestock shall be contained within fenced areas. 2.Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. 3.The storage of animal waste shall be located at least 50 feet from neighboring residential property lines. 4.Show animals and educational projects shall be exempted from the requirements for pens in Section 222 E.2, provided the manure setback requirement in Section 222 E.3, can be met. REMEDY: If the setback requirements can not be met remove all chickens and other farm animals. Lisa Harris
CHRI.CAME	Christopher	Closed-No Violation	Complaint	12/15/2022	This writer inspected this property on 12/13/2022. I took 7 pics of the property and saw no evidence of chickens running around the there is not enough to move forward on this case for junk and debris. C/O---Chris Cameron

10/3/2022, [CEC-2022-3832](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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10/5/2022, [CNU-2022-1199](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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CO000968	Lisa	Closed-Lien Recorded	Nuisance Violation	10/5/2022	House is vacant and I didn't observe any chickens / roosters - Lisa Harris
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10/6/2022, [CEC-2022-3895](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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PATR.BOAT	Patricia	Closed-No Violation	Complaint	10/7/2022	On 10/7/2022, I inspected the property based on a citizen complaint for open septic water and chicken coops not meeting set back requirements to observe nothing which could be observed from my legal access view. This case is being placed in monitoring status to make contact with the complainant for the purpose of obtaining additional evidence. Inspection photos attached to the case file. Patricia Boatwright
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10/10/2022, [CEC-2022-3918](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Closed-No Violation	Complaint	11/2/2022	On 11/01/2022, I inspected the property based upon a complaint. I was unable to observe any chickens on the front or side portion of the property. I noted that the property was 1.00 acres in size and zoned RS. I went to the complainant's property, which is directly behind the property. I was unable to observe the backside of the property due to a privacy fence. I spoke with the complainant. He advised that the day after he filed the complaint, all the chickens were removed. I explained to him that they are allowed to have chickens on the property, but the chicken coop must meet setbacks. He advised that he could not observe a chicken coop from his property. Therefore, this complaint will be closed. Inspection Photos uploaded. - Thomas Graziano
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10/10/2022, [CEC-2022-3923](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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JAME.KING	James	Closed-No Violation	Complaint	10/11/2022	On 10/11/2022, I inspected the property. I could not hear a rooster crowing at the time. 4 photos were taken and downloaded into the case. I will continue to monitor this case. - James King
JAME.KING	James	Closed-No Violation	Complaint	10/25/2022	On 10/25/2022, I inspected the property. I could not hear a rooster crowing at the time. 2 photos were taken and downloaded into the case. I will continue to monitor this case. - James King
JAME.KING	James	Closed-No Violation	Complaint	11/7/2022	On 11/07/2022, I inspected the property. I could not hear a rooster crowing at the time. 2 photos were taken and downloaded into the case. Case closed. - James King
JAME.KING	James	Closed-No Violation	Complaint	11/15/2022	On 11/15/2022, I inspected the property. I could not hear a rooster crowing at the time. I left a door hanger on the front door. 5 photos were taken and downloaded into the case. I will continue to monitor this case. - James King
JAME.KING	James	Closed-No Violation	Complaint	11/15/2022	On 11/15/2022, I received a phone call from the homeowner Amanda Gadden (863-256-9296). Who informed me that the rooster was killed by a dog two weeks ago. I will be closing this case. - James King

10/11/2022, [CEC-2022-3956](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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CHRI.CAME	Christopher	Violation Case Generated	Complaint	1/6/2023	On 1/5/2023 this writer conducted an initial inspection of the property. I will conduct further research on this case and address the chicken coop and whether it needs a permit as well as set backs.----Monitoring---Chris Cameron
CO000968	Lisa	Violation Case Generated	Complaint	2/20/2023	We spoke to the neighbor and found this residence does not have any chicken, will move forward with building without permit. -Hector Medina

10/14/2022, [CEC-2022-3991](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Violation Case Generated	Complaint	10/14/2022	On 10/13/2022, I met the complainant (Mrs. Madison) to conduct an inspection from her property. To begin, I had Mrs. Madison sign a consent to enter form allowing me to conduct the inspection. It should be noted, the complainant is for noise associated with roosters from the adjacent property. This inspection began at 8:13 am. at which time roosters were heard as I was in the backyard from 8:17 am until 8:22 am. I did not find the rooster sounds to be overly loud. Mrs. Madison stated she believed they were tired because they'd been up crowing since 5:00 am. I then monitored on Fox Hollow Dr. from 8:25 am to 8:41 am. but did not hear the roosters crowing. Due to lack of evidence this case is being placed in monitoring status. Patricia Boatwright
PATR.BOAT	Patricia	Violation Case Generated	Complaint	10/26/2022	On 10/26/2022, I re-inspected the property arriving in front of t270 Joey Dr. (complainant's property) at 7:06 am. to hear the rooster crowing. I monitored the property until 7:43 am. to hear the rooster crowing. I then checked with Thado Hays in Land Development who advised the noise ordinance does not apply to farm animals. I also followed up with Makinna with Smart Properties to discuss the complaint. I am leaving this case in monitoring status to confirm the roosters and/or chickens are not free roaming as that was also a part of the complaint. Re-inspection photos attached. - Patricia Boatwright
PATR.BOAT	Patricia	Violation Case Generated	Complaint	11/2/2022	On 11/2/2022, I spoke to the complainant (Lee Brown) to advise the noise ordinance does cover roosters crowing. I also advised I would be leaving the case open to monitor the roosters being free roaming. Mr. Brown shared his displeasure to my findings also stating he would be suing everyone involved. Patricia Boatwright

10/27/2022, [CEC-2022-4120](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Closed-No Violation	Complaint	12/13/2022	<p>On 12/12/2022, I inspected the property based upon a complaint. I observed the complainant was located next to the property in question. However, the complainant is a tenant. As per LDC, Chapter 2, Section 222, E. Livestock and Fowl in Residential Neighborhoods - This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential neighborhoods. Code Enforcement action of this subsection (222.E) may be initiated only by complaint from an owner of residential property within 250 feet of the property on which livestock or fowl are contained. Therefore, Code Enforcement would not be able to take action as this complaint was not generated from the property owner. However, this fact was not discovered until after photos were obtained. Furthermore, the chickens appear to be free range chickens, living on or near the property located at 1029 South Suanne Avenue. That property did not have an observable chicken coop. There was a chicken coop located at 1039 South Suanne Avenue, but it did not appear to be in use. No chickens were observed in or around the chicken coop. The coop was in poor condition. I talked with Connor McDowell, a property manager for the complainant's property. He confirmed that the chicken coop was in poor condition and did not appear to contain any chickens. I spoke with the tenant (Sashyl Collazo) at 1039 South Suanne Avenue, and she advised that the chicken coop came with the rental property, but it is not in use. She advised that the chickens appear to be located on 1029 South Suanne Avenue, which is consistent with my observations. Therefore, this complaint will be closed unfounded as the complaint was not generated from a property owner within 250 feet of the property and there is no evidence to support the chickens are residing at 1039 South Suanne Avenue. Inspection Photos uploaded. – Thomas Graziano</p>
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10/27/2022, [CEC-2022-4139](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	11/10/2022	<p>On 11/09/2022, I inspected the property based upon a complaint. Prior to inspecting the property, I researched the complaint. I verified that the complaint was generated from a complainant less than 250 feet away. The property is zoned RL-3 and is 0.19 acres in size. Therefore, the restrictions set for in LDC, Chapter 2, Section 222 – Agricultural E. Livestock and Fowl in Residential Neighborhoods would apply. However, the property is able to meet the fifty-foot setbacks and would be eligible to contain chickens if the chicken coop was relocated. The property is rectangular and measures approximately sixty feet by one hundred and forty feet. There was currently no variance in the Accela database to allow the chickens to be stored less than fifty feet from neighboring property lines. While inspecting the property, I observed a wooden privacy fence in disrepair on the south side of the property. While remaining on the right of way (ROW), I observed multiple chickens in the backyard. There was a chicken coop adjacent to the east side of the house. There was at least one chicken inside the coop. I also observed junk and debris in the backyard. The junk and debris consisted of broken fencing, containers, trash, broken chair, and other miscellaneous items. I left a door hanger on the front gate, requesting contact. I will continue to monitor the property for compliance. Inspection Photos and Door Hanger Photos uploaded. – Thomas Graziano</p>

10/27/2022, [CEC-2022-4139](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	11/10/2022	Phone Call 11/09/2022: The tenant contacted me as he observed the door hanger attached to the gate. I advised him that I received a complaint for the chickens. I further advised him that I was able to observe the chickens through the damaged privacy fence on the south side of the property. I also advised him that there was junk and debris in the backyard that needed to be removed. He advised that he will repair the privacy fence and remove the junk and debris. We further discussed the options for the chickens. I read to him and explained the ordinance located in LDC, Chapter 2, Section 222 – Agricultural E. Livestock and Fowl in Residential Neighborhoods. I advised him that he may apply for a variance and if/when approved, the variance may allow him to keep the chickens in the current location. I also advised him that he may remove the chickens to correct the violation. Lastly, I advised him that he may move the chickens to another part of the property (southern portion) as long as the chickens and chicken manure are kept more than fifty feet from all neighboring properties. He advised that he would like to keep the chickens and attempt to move the chicken coop to conform with the ordinance. I advised him that I will re-inspect the property in two weeks. He advised that he should have the junk and debris removed and the fence repaired, but he may not have the chickens moved. – Thomas Graziano
CODETEMP	Code	Closed-No Violation	Complaint	11/14/2022	Complainant Penny @ 863-660-5056 called stating the chickens are still digging up her yard. -Bethany Porreca
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	11/29/2022	Phone Call 11/28/2022: I received a phone call from the tenant. He advised that about half of the chickens have been removed from the property. He explained that he is no longer interested in relocating the chicken coop. He also advised that he removed a large amount of the junk and debris from the property. He advised that the fence is still in disrepair, but he has the fencing materials needed to make the repairs. He requested an additional two weeks to bring the property into compliance. I approved his request. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	12/29/2022	On 12/29/2022, I continued to monitor the property for compliance. I observed the fence was repaired. I was able to observe a portion of the back yard through a slit in the fence. I observed no chickens or junk and debris remaining on the property. I also did not hear any chickens. I checked the remainder of the property from the ROW as it is a corner lot. I did not observe any chickens or junk and debris on the property. This complaint will be closed. Inspection Photos uploaded. – Thomas Graziano

11/2/2022, [CEC-2022-4183](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	12/7/2022	On 12/07/22, I responded to the property based on a complaint of roosters. The property is zoned RS with a total .24 acreage. The property is 75 ft wide and 137.7 ft deep. The Property Owner was not there, so I left a business card for a response. Monitoring. – Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	12/7/2022	On 12/07/22, Property Owner Deedee Stewart (863-529-2527) called, and I explained to her the county ordinance regarding fowl. She advised that the chicken coop will be gone ASAP and she would call me back once it has been removed. She also advised that there are numerous free-range chickens throughout the neighborhood that no one has control over. Monitoring. – Sandra Wing-Tolleson

11/2/2022, [CEC-2022-4183](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	12/12/2022	On 12/12/22, Property Owner Deedee Stewart (863-529-2527) contacted Investigator Wing-Tolleson and advised that the fowl and pen had been removed. We re-inspected and observed that the fowl pen had been discarded in a trash trailer for transportation to the county landfill. No fowl was observed. Subsequently, the property was in compliance by the owner. Case closed. - Mike Creamer

11/4/2022, [CEC-2022-4220](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	11/15/2022	On 11/15/2022, I inspected the property based upon a complaint. I was not able to observe or hear any chickens on this property. No one appeared to be home at the time of the inspection. I will continue to monitor the property. Inspection Photos uploaded. - Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	11/21/2022	On 11/21/2022, I continued to monitor the property. I was unable to see or hear any chickens on the property. I will continue to monitor the property. Inspection Photos uploaded. - Thomas Graziano
TYRI.PRID	Tyrinda	Closed-No Violation	Complaint	12/9/2022	On 12/08/2022, I continued to monitor the property. I was unable to see or hear any chickens on the property. Therefore, this complaint will be closed as unfounded. Inspection Photos uploaded. - Tyrinda Pride

11/30/2022, [CEC-2022-4437](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	12/13/2022	On 12/13/2022, I inspected the property based upon a complaint. I observed two chicken coop like structures on the left side of the property and a larger newer chicken coop like structure on the right side of the property. The property is zoned A/RR and is 0.6 acres in size. Therefore, the restrictions set forth in LDC Chapter 2, Section 222 do not apply. According to LDC, Chapter 2, Table 2.2, the side setback for accessory structures is 10 feet. The chicken coops all appear to meet the minimum setback. However, there was junk and debris on the observable portion of the property (front yard and side yard areas). The junk and debris consisted of tires, containers, plastic material, and other miscellaneous items. Therefore, I left a door hanger on the fence, requesting contact. Inspection Photos and Door Hanger Photos uploaded. - Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	12/29/2022	On 12/29/2022, I continued to monitor the property. I observed the junk and debris was removed, correcting the violation. The chickens and chicken coops remain in compliance. Compliance Photos uploaded. - Thomas Graziano

12/5/2022, [CEC-2022-4497](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	12/21/2022	On 12/21/22, I attempted to make contact with the Property owner. There was no answer at the door, so I left a business card for a return phone call. No fowl was heard. There was no local complainant. Monitoring. - Sandra Wing-Tolleson

12/5/2022, [CEC-2022-4497](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	12/22/2022	On 12/22/22, I received a phone call from Property owner's daughter, Patricia Valentine (863-440-1652), who advised that her mother doesn't speak English and that she found a business card on her door. I explained that there was a complaint regarding loud chickens and asked her if her mother owned any chickens. She advised that her mother was only babysitting her (Patricia) chickens during the hurricane because her property sustained some damage. Patricia then advised that all chickens have been removed from her mother's property. Case closed. – Sandra Wing-Tolleson

12/7/2022, [CMA-2022-1130](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation	1/18/2023	Phone Call 01/18/2023: Luis Rodriguez (property owner's son) contacted me. He advised that his father, who owns the property, only speaks Spanish. He requested clarification on the violation. I advised him that there is no primary use/primary structure. Therefore, there cannot be anything on the property. He advised that his father obtained plans to build a house on the property. I explained to him that there is no building permit application in the Accela database. He advised that he moved his items onto the property as he was paying \$300.00 per month for storage. He advised that no one stays in the RV on a regular basis. I explained to him that the complaint originated from the consistent noise of the generator. He advised that the generator was used for keeping the chickens warm at night due to the low temperatures. He also advised that his father has cancer and needs to use the porta potty as they are clearing the land in preparation for building a house. I advised him that if he removes the items by the CBD, then I can close the case without any fines or fees. He advised that he will try and remove the items and contact me on 01/23/2023 with an update. – Thomas Graziano
WILL.EVAN	William	Closed-Owner Corrected	Magistrate Violation	1/26/2023	On 01/24/2023, I re-inspected the property. I observed the RV has been removed. I did not hear the generator running. The porta potty remained on the property. A chicken coop like structure remained on the property. There were a few tools and equipment that remained for maintaining the chickens and for preparation for clearing the land for the new structure. Compliance Photos uploaded. - William Evans

12/14/2022, [CEC-2022-4598](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
STEV.COTE	Steven	Closed-No Violation	Complaint	12/21/2022	12/20 I inspected the property and found no violations. The recreational vehicle was previously cited but has since been corrected. No chickens found. Close unfounded - Jessica Phillips

12/27/2022, [CEC-2022-4701](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Closed-No Violation	Complaint	1/6/2023	On 01/06/2023, I inspected the property based upon a complaint. The complaint was generated from the neighbor, which is less than 250 feet from the alleged violator's property, allowing me to investigate the complaint for the chickens. I observed chickens on both the alleged violator's property and the complainant's property. I did not observe a fence in disrepair from my legal access point, which is the right-of-way. However, the gate was open to the property for the alleged violator. Therefore, the chickens could freely travel between the properties. The fence and the gate were constructed of a chain link type fencing material. I further researched the Property Appraiser's website. It indicated that the alleged violator's property is 3.30 acres in size and is zoned A/RR. The chicken coop like structure in the rear yard meets the minimum of ten feet setback from the property line. Inspection Photos uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	1/6/2023	Phone Call 01/06/2023: I contacted the complainant while I was located at the property. I advised her that there is no violation for the chickens. I was unable to observe a fence in disrepair from the right-of-way. I asked her to contact me back with any questions. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	1/6/2023	Phone Call 01/06/2023: I returned the complainant's phone call. She advised that the chickens are digging up her yard. I advised her that I was unable to observe any damage to the fence. Furthermore, the chickens are capable of flying over the fence into her yard. Also, there is no fence in the rear portion of the yard and the gate is open. Therefore, even if the fence was in disrepair and I cited the fence, it would not resolve her issue. The complainant advised that the chickens have a feeder, but it is often empty, encouraging them to go onto her property. I provided her with two options. I advised her she may contact animal control, and I provided her with the phone number, or she may pursue a civil remedy. She advised that she does not have the funds for a civil remedy. – Thomas Graziano

1/4/2023, [CEC-2023-43](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-No Violation	Complaint	1/4/2023	On 1/3/2023, I met Matthew Nickerson with the Department of Health at the property based on a citizen complaint to the Commoners office to observe 3 occupied RVs located to the back of the property. Mr. Nickerson advised after going on site with the property owner he observed the waste is being ran into septic tanks which have been maintained. I spoke to Maria Gonzalez to explain the ordinance as it pertains to occupied RVs on a residential property. Mrs. Gonzalez then advised she would relocate the RVs to an RV park. In addition, the property is 4.95 acres and zoned A/RR completely fenced in with free roaming chickens and one dog. No noise was heard during this inspection related to the animals. The violations observed would not be defined as a life/safety and/or health sanitary nuisance, therefore a name complainant would be required to address the violations. Patricia Boatwright

1/6/2023, [CEC-2023-83](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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PATR.BOAT	Patricia	Violation Case Generated	Complaint	1/18/2023	On 1/18/2023, I inspected the property based on a citizen's complaint to observe the backyard of the property is surrounded by a privacy fence. I then made contact with the complainant (Mr. Castle) to discuss his concerns. Chickens and foul could be heard during this inspection; however, they could not be seen. A search of GIS shows the backyard is 75 feet in width, which would not provide enough space to meet the 50-foot set back requirements for chicken coops in the county ordinance. I am placing this case in monitoring status to obtain additional evidence. Inspection photos attached to the case file. - Patricia Boatwright
WILL.EVAN	William	Violation Case Generated	Complaint	4/27/2023	On 04/27/2023, I inspected this property based on a complaint. I could not observe any chicken coops due to a privacy fence. I did, however, hear roosters crowing, but I could not tell where the roosters were. As I was conducting my investigation, the complainant came out to speak with me. He alleges that the property owner is breeding chickens. I advised him that I would review the aerial photos. I also left a door hanger in reference to the property owner contacting me. I reviewed the aerial photos. I observed what appears to be a coop-like structure on the left rear of the property. I will continue to monitor this case to give the property owners time to contact me. Inspection Photos uploaded. -William Evans

1/26/2023, [CEC-2023-377](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.DOYL	Patrick	Violation Case Generated	Complaint	2/10/2023	On 02/09/2023, I inspected this property. I observed a shed like structure with a fence on three sides, set to the back of the property. From the back-side street, two chickens were seen roaming the yard. The pig was not seen. Case number CNU-2023-131 was generated for the Open Storage and or Junk and Debris. I will contact the complainant and continue to monitor this case. Inspection photos uploaded. - R. Patrick Doyle
THOM.GRAZ	Thomas	Violation Case Generated	Complaint	3/24/2023	On 03/22/2023, I continued to monitor the property. This is an inherited case from former Investigator Doyle. While investigating the property, I was able to speak with the complainant in person. The complainant is the neighbor (less than 250 feet away). He advised that the pig is still present. Furthermore, I could observe the chickens. This property is rectangular 100 feet wide on the roadway side by 125 feet in depth. The property is zoned RL-1 and is 0.29 acres in size. I noted that the penned in area did not meeting setbacks as per LDC, Chapter 2, Section 222 Agricultural E. Livestock and Fowl in Residential Neighborhoods. The penned in area would not meet setbacks as it is only 100 feet wide. While speaking to the complainant, I observed the property owner exiting from her residence. I spoke with the complainant. I advised her that she is in violation for not meeting setbacks reference the penned in area. I advised her that she may apply for a variance to ease setback requirements. However, there is a fee associated with the variance and it is open for public input. Therefore, the complainant may attend and speak against you. I advised her that if you choose to obtain the variance, you must remove the chickens and the pig while waiting for a determination/approval. I asked the property owner to reach out to Land Development to find out more details on the process. I provided the property owner with my business card, Land Development's phone number, and what she needs to apply for (setback variance for Section 222). I asked her to contact me on Monday 03/27/2023 with a determination on how she wants to proceed with resolving this violation. I will continue to monitor the property for compliance. Inspection Photos uploaded. - Thomas Graziano

1/26/2023, [CEC-2023-377](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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1/27/2023, [CMA-2023-86](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Non-Compliance	Magistrate Violation	3/12/2024	Email 03/11/2024: The property owner emailed me with the following message: "Good morning, after reading the notice I am confused on the content. First it says auto sales and repairs are permitted and later it says no repairs. Please clarify which category we're in. As to the remaining non repairable vehicles some are repossessed for hold and there are several that are going to be disposed of. As for the small structure that was to be removed it has since been utilized as a chicken coop on my farm. I am in the process of cleaning and closing the business and should be able to complete the necessary tasks by 8/1/2024 . Please advise what is necessary on my part to be able to perform auto repairs on subject property. Thank you in advance for your assistance." I asked him to contact me via phone to discuss these items. – Thomas Graziano

2/1/2023, [CEC-2023-476](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
RAYM.ELDR	Raymond	Closed-No Violation	Complaint	5/25/2023	On 05/24/2023, I inspected this property. I observed a chicken coup that was within 50' of the property line. Research of this property through GIS and the Property Appraiser indicates that this property is zoned RSX and consists of .081 acres. I will reach out to the property owner as I have worked with him in the past. Inspection photos uploaded. - Raymond Eldridge
RAYM.ELDR	Raymond	Closed-No Violation	Complaint	5/25/2023	Phone call 05/25/2023: Property owner called and advised that he will move the chicken pen 50' from the neighboring property line. I requested he send me a text after he relocates the pen. - Raymond Eldridge
RAYM.ELDR	Raymond	Closed-No Violation	Complaint	5/30/2023	Phone Call 05/30/2023: Property owner called and advised that the chicken coup has been moved 50' from the property line. -Raymond Eldridge
RAYM.ELDR	Raymond	Closed-No Violation	Complaint	6/1/2023	On 05/31/2023, I continued to monitor this property. I observed that the chicken coup has been moved 50' from the property line. Compliance photos uploaded. - Raymond Eldridge

2/21/2023, [CEC-2023-819](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CODETEMP	Code	Violation Case Generated	Complaint	3/23/2023	Per phone call from Brandon Wells @ 321-275-1020 the coops are not 50 ft from property line, and she is dumping the feces on her property and piling in the corner which is not in a container. She has chicken, ducks, and turkeys. Phyllis Clay

2/23/2023, [CMA-2023-259](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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MEGA.WORL	Megan	Closed-Owner Corrected	Magistrate Violation	2/23/2023	On 02/23/2023, I met with the complainant (Catherine Madison) to conduct an inspection from her property. To begin I had Ms. Madison sign a consent to enter form. I inspected the property to observe there is a chicken coop on the southside property line, which is not meeting the 50-foot setback requirements under the land development code. Additionally, there are two other coops in the center of the property. A check of Polk Property Appraiser shows the property is 0.89 of an acre. I also checked the GIS Viewer to observe the zoning for this location is RS. This places the property in violation under LDC Chapter 2 Section 222(A) General Farming: Nothing herein shall prevent the use of any land for agricultural purposes, or the construction and use of buildings or structures incidental to that purpose. No conditional use permit or certificate shall be required for any new agricultural building or structure provided, however, no structure for the sheltering or feeding of animals (such as barns, stables, coups, aviaries, troughs or feeders) shall be permitted to be built within 50 feet of a property boundary except within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. Inspection photos attached to case file. -Megan Worley/Patricia Boatwright
STEV.COTE	Steven	Closed-Owner Corrected	Magistrate Violation	3/24/2023	03/23/23 Violation corrected by owner. No chickens or coops on property. Steve Cote

2/24/2023, [CEC-2023-893](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	3/14/2023	Phone Call 03/14/2023: I contacted the complainant. She advised that the neighbors placed screening material over the fence, and she can no longer observe if there is any junk and debris on the property. She also advised that she "doesn't like that they raise and kill chickens". I advised her that the screening material appears to be approved fencing material and I could not observe any junk and debris on the property. Therefore, this complaint will be closed-unfounded. – Thomas Graziano

2/24/2023, [CNU-2023-200](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MEGA.WORL	Megan	Closed-Owner Corrected	Nuisance Violation	2/24/2023	On 02/23/2023, I inspected the property due to a citizen's complaint of neglected animals to observe a chicken and a horse. I was unable to determine if the animals are being neglected. However, I did reach out to the Sheriff's Agriculture Department and spoke with Deputy Scott. He will be conducting an investigation for the animals. That part of the complaint will be handed by his department. I also observed Junk and Debris (tires, aluminum sheets and pallets) and Organic Debris (fallen branches and a fallen tree). Staff will prepare a DFR notice to post for Junk and Debris and Organic Debris. Posting 03/03/2023 Inspection photos attached to case file. -Megan Worley/Patricia Boatwright

3/16/2023, [CEC-2023-1224](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Closed-No Violation	Complaint	4/4/2023	On 04/04/2023, I inspected the property based upon a complaint. I observed a newly constructed wooden fence. The fence was constructed with appropriate fencing materials. I also observed a white privacy fence that surrounded the side and rear portion of the property. There was a small amount of wood on the front left portion of the property. The wood appeared to be left over construction material and some recently cut logs. I also observed a small amount of junk and debris near the garage and on the front left portion of the lawn and driveway. The junk and debris consisted of discarded building materials, pallets, and other miscellaneous items. Furthermore, I observed a goat pen on the right side of the property. The pen is permitted as it is contained on the property and does not contain any fowl or swine, which have additional restrictions. The property is large enough to store any animal manure 50 feet from the neighboring property lines. Therefore, I left a door hanger in reference to the small amount of junk and debris. Inspection Photos and Door Hanger Photos uploaded. – Thomas Graziano
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3/21/2023, [CEC-2023-1269](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
STEV.COTE	Steven	Closed-No Violation	Complaint	3/23/2023	03/22/2023 I inspected the property and did not see or hear any roosters. There were no vehicles that met the requirements for distressed and abandon. I was only able to see the front yard from my vantage point. Unfounded. Steve Cote

3/30/2023, [CEC-2023-1442](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	5/19/2023	On 05/19/23, I inspected the property based on a complainant of chickens running loose. I did not observe any chickens and I did not hear any chickens. I left a business card for a return phone call. Wait on a return phone call. Monitoring. - Sandra Wing-Tolleson

3/30/2023, [CEC-2023-1445](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MEGA.WORL	Megan	Violation Case Generated	Complaint	4/3/2023	On 04/03/2023, I inspected the property due to a citizen's complaint of chickens, roosters, and turkeys to observe a chicken coop in the rear of the property with fowl roaming the back yard. I checked the GIS Viewer to observe the zoning for this location is RL-3. I also checked the Property Appraisers website which shows the property is 0.11 of an acre. The back yard measures 45.8ft x 36.7 ft. Based on these measurements the property will not be able to meet the 50-foot setback requirement which places the property in violation under the LDC Chapter 2 Section 222(E): Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. Inspection photos attached to case file. - Megan Worley/Patricia Boatwright

3/31/2023, [CEC-2023-1469](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Closed-No Violation	Complaint	4/11/2023	On 04/11/2023, I inspected the property based upon a complaint. I heard chickens and observed a chicken coop on the property (front left portion). I also observed unapproved fencing materials (corrugated sheet metal or similar material). Additionally, I observed junk and debris on the front portion of the property. The junk and debris consisted of containers, building materials, and other miscellaneous items. The property is 0.12 acres in size, zoned RL-4, and the complaint was generated from a neighboring property that is less than 250 feet away. While inspecting the property, I spoke to the property owner. I advised him of the violations. The property owner confirmed that there were chickens on the property. He advised that he will correct the violations within two weeks. I provided him with my business card and a Keep Polk County Beautiful flyer for a free bulk waste pickup on 04/29/2023. I will continue to monitor the property for compliance. Inspection Photos uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	4/21/2023	Phone Call 04/19/2023: The property owner contacted me. He advised that he removed the chickens, removed the unapproved fencing materials, and removed the junk and debris. He advised that he is ready for a re-inspection. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	4/21/2023	On 04/19/2023, I continued to monitor the property for compliance. I observed the chickens, and the chicken coop was removed. Furthermore, all unapproved fencing materials except for one panel was removed. There was a small amount of junk and debris remaining. The junk and debris consisted of garbage bags, discarded wood, discarded planters, and other miscellaneous items. I spoke with the tenant who identified herself as Carmen Garcia. She asked for one additional week to finish removing the items. I provided her with a Keep Polk County Beautiful flyer for a free conforming bulk waste pickup on 04/29/2023. I will continue to monitor the property for compliance. Inspection Photos uploaded. – Thomas Graziano

4/3/2023, [CMA-2023-496](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MEGA.WORL	Megan	Closed-Owner Corrected	Magistrate Violation	4/3/2023	On 04/03/2023, I inspected the property due to a citizen's complaint of chickens, roosters, and turkeys to observe a chicken coop in the rear of the property with fowl roaming the back yard. I checked the GIS Viewer to observe the zoning for this location is RL-3. I also checked the Property Appraisers website which shows the property is 0.11 of an acre. The back yard measures 45.8ft x 36.7 ft. Based on these measurements the property will not be able to meet the 50-foot setback requirement which places the property in violation under the LDC Chapter 2 Section 222(E): Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. Inspection photos attached to case file. - Megan Worley/Patricia Boatwright
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation	4/10/2023	On 4/10/2023, I received a call from the tenant (Ronald Garritano) who stated the chickens are used in shows for his kid's education. Further research is being conducted on this case before moving forward. Mr. Garritano also stated he would work on contacting the correct departments to provide proof today. Patricia Boatwright

4/3/2023, [CMA-2023-496](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation	4/25/2023	On 4/24/2023, I was provided documentation showing the chickens are used for show. Per LDC Chapter 2 Section 222 show animals and educational projects shall be exempted from the requirements for pens. I have also advised the tenant the ordinance as it pertains to the manure. I was then advised the manure is repurposed as fertilizer and or otherwise discarded on his parent's property. As a result, this case is being closed. Contact with the complainant will follow to advise of the ordinance as it pertains to show animals. - Patricia Boatwright

4/4/2023, [CMA-2023-507](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SUSE.CEGL	Susel	Closed-Owner Corrected	Magistrate Violation	4/4/2023	Re-inspection conducted on 3/28/23 and meet with reporter. The chicken and fowl pen appears to be too close to the neighbor's fence (as per the photos submitted by the reporter). I was unable to view the pen at time of inspection. Reporter claims that the waste is being place too close to fence as well. Tenants information: Carlos Morrero #407-924-2584 and Savannah 689-237-3488--Susel Ceglarek
SUSE.CEGL	Susel	Closed-Owner Corrected	Magistrate Violation	4/4/2023	Yasina please prepare NOV for CH2 Section 222€ Livestock and Fowl in Residential Neighborhoods (Fowl pen location and waste disposal must be minimum 50 FT from neighboring residential property lines) and mail to owner--Susel Ceglarek

4/5/2023, [CEC-2023-1530](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	4/7/2023	PHONE: I spoke with Hope Masterson (863-608-0202) regarding her complaint of her neighbor's chickens. She is not aware if the neighbor has a chicken coop or not. She will call me back next week. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	7/3/2023	On 07/03/23, I inspected the property and spoke with the friend of Property Owner, Obed Alamaguer(813-409-1213), who advised that he would inform the Property Owner of the complaint and advised that they will probably get rid of the chickens. Monitoring. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	8/15/2023	On 08/11/23, I re-Inspected the property and observed that the violations had been corrected by the Property Owner. The chickens were removed from the property. Case closed. - Sandra Wing-Tolleson

4/6/2023, [CEC-2023-1578](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CODETEMP	Code	Closed-No Violation	Complaint	4/28/2023	HAROLD ARMSTRONG @ 716-397-1522 called and stated the fowl has been removed. His home is under contact and need this case closed, and a document showing that it was. He drives trucks and if he doesn't answer, please leave a message for him to return the call and provide the information where to fax or emailed to him or the agent. Phyllis Clay
CO000968	Lisa	Closed-No Violation	Complaint	5/5/2023	This property was inspected on 5/3/23 and took (2) photos taken. We did not observe any chickens, pens or anything else at this location. Therefore, I am closing the case. CO - Lisa Harris

4/6/2023, [CMA-2023-526](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation 4/6/2023	On 04/05/2023, I continued to monitor the property as I have not heard back from the property owner. This complaint was generated by a citizen. The citizen is the neighbor directly to the east of this property. The neighbor resides less than 250 feet from the violator's property. I observed one pig (swine) and multiple chickens (fowl) on the property. The property is zoned RL-1 and is 0.29 acres in size. The property is rectangular with the front and rear frontage being 100 feet in length and the depth being 125 feet. There was a pen and possible chicken coop like structure in the back right portion of the property. Note, I could not verify that there was a chicken coop structure in the back right portion of the property as my observations were partially obscured by a chain link fence that surrounded the entire property. However, the property owner admitted in previous conversations to keeping the chickens on her property. The property is one hundred feet wide, making it impossible to meet the 50-foot setback requirement. Furthermore, there was no special exception located within the Accela database to relax the standards of this code. Therefore, the property is in violation of LDC, Chapter 2, Agricultural A. General Farming – E. Livestock and Fowl in Residential Neighborhoods 2. Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines (for not meeting setback requirements for both the fowl and swine). Inspection Photos and Property Appraiser's Aerial Map uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation 4/6/2023	Service Rep will prepare a Notice of Violation/Notice of Hearing (NOV/NOH) for the property owner. The NOV/NOH will be in reference to LDC, Chapter 2, Agricultural A. General Farming – E. Livestock and Fowl in Residential Neighborhoods 2. Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines (for not meeting setback requirements for both the fowl and swine). – Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation 4/25/2023	Phone Call 04/25/2023: The property owner advised that she received her NOV/NOH. She advised that her friends captured only a few chickens, but the rest of the chickens remain. She asked if I know anyone who can catch the chickens. I suggested contacting animal control, or any grandchildren that may be able to help. I also suggested contacting the SPCA for guidance. Additionally, I suggested contacting an animal trapper or a local farmer that may want to keep the chickens. The property owner advised that she will keep me updated on the progress. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation 5/4/2023	Phone Call 05/04/2023: The property owner contacted me. She advised that the animals have been removed. She advised that she contacted Tractor Supply and someone that works at the store knows a farmer. The farmer took the pig. I confirmed that the chickens were removed as well. I advised her that I will re-inspect the property and confirm that it is in compliance. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation 5/5/2023	On 05/05/2023, I re-inspected the property. I observed the gate was open, confirming that the pig and chickens were removed. During all previous inspections, the gate was closed to help house the animals. Therefore, the violation was corrected. Compliance Photos uploaded. – Thomas Graziano

4/13/2023, [CEC-2023-1711](#)

ADDED BY	USERID	ADDED BY NAME	F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JENN.CAMA		Jenna		Closed-No Violation	Complaint	4/17/2023	Initial inspection conducted on 4/17/2023. Called complainant due to address being on private road. There is no violation the roosters are in pens that meet the setbacks. Complainant was complaining about the rooster crowing. Cased closed. Unfounded. Jenna Camacho

4/17/2023, [CEC-2023-1768](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	5/3/2023	On 05/03/2023, I inspected the property based upon a complaint, after researching the property. I noted that the complainant was within 250 feet of the property. The property is zoned RS and is 0.95 acres in size. Therefore, the restrictions set forth in LDC, Chapter 2, Section 222 Agricultural E. Livestock and Fowl in Residential Neighborhoods do not apply as the property is over 1/2 acre in size. While inspecting the property, I observed a small amount of junk and debris (construction debris) in the back of the pickup truck, three dogs, one pig, a few chickens, some used construction debris near the driveway in the front yard. I also observed a vehicle underneath a car cover in the front yard. I could not determine that the vehicle was inoperable. The majority of the property was obscured due to the property lines and the layout of the house. I left a door hanger on the newspaper box, requesting contact. I went to inspect the property from the right-of-way near the complainant's house. I was unable to observe any junk and debris. I did notate that there was a barbed wire fence in use. However, it would be permitted as there are agricultural activities on the property. I will continue to monitor the property for compliance. Inspection Photos and Door Hanger Photos uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	5/3/2023	Phone Call 05/03/2023: The property owner contacted me. He advised that he observed the door hanger. He also advised that he has a few chickens, one pig, and three dogs as previously noted. I advised him of the setbacks per LDC, Chapter 2, Section 222 Agricultural A. General Farming - Nothing herein shall prevent the use of any land for agricultural purposes, or the construction and use of buildings or structures incidental to that purpose. No conditional use permit or certificate shall be required for any new agricultural building or structure provided, however, no structure for the sheltering or feeding of animals (such as barns, stables, coups, aviaries, troughs or feeders) shall be permitted to be built within 50 feet of a property boundary except within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. I later texted him an image of this code. The property owner advised that he has some junk and debris to remove. He advised that he will remove the junk and debris within a week. He explained that the car underneath the car cover is a classic car (Galaxy), and it is operational. He advised that he is performing minor body work to the car. He also advised that he usually stores it in the garage. The property owner advised that he will work on removing the junk and debris and ensure that the animal structure(s) meet the setback requirements. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	5/12/2023	Phone Call 05/12/2023: I received a phone call from the property owner. He advised that he is on the way to the landfill to remove the remaining junk and debris from the property. I asked him if he moved the chicken coop yet. He advised that he did not move the chicken coop yet. I advised him that if he would like, I can meet with him next week on the property to discuss the options and help provide him with measurements. He advised that he will contact me next week. – Thomas Graziano

4/18/2023, [CEC-2023-1778](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
KIMB.GONZ	Kimberly	Closed-No Violation	Complaint	5/16/2023	5-16-23 Inspected location and found a structure in the rear of the property that is being built. I could not determine what the structure was as it appeared to be too small to be a shed. It possibly looks like a chicken coop. Photos attached. Prepare Courtesy Letter for (Structure being built without a Building Permit.). -Kimberly Gonzalez

4/18/2023, [CEC-2023-1778](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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4/26/2023, [CMA-2023-634](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JENN.CAMA	Jenna	Closed-No Violation	Magistrate Violation	5/19/2023	Met with owner and walked the property on 5/19/2023 they tore down chicken pens they only have 2 running lose. Called complainant to asked if she was satisfied with their progress and she stated yes. Case closed. Jenna Camacho

4/26/2023, [CNU-2023-476](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JENN.CAMA	Jenna	Closed-Owner Corrected	Nuisance Violation	4/26/2023	Initial inspection conducted on 4/26/2023. Observed multiple chicken pens that will be a separate case, but also observed junk, debris and overgrowth. Jenna Camacho
JENN.CAMA	Jenna	Closed-Owner Corrected	Nuisance Violation	5/11/2023	Spoke to Maria #863-266-5797. She stated that she is the tenant and they have removed all chicken and is tearing down the pens that they are halfway done now. That all they would need would be another week. Will go back out on May 19th. Jenna Camacho

4/28/2023, [CEC-2023-1992](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	4/28/2023	On 04/25/23, I inspected the property based on the Property Owner's request regarding her emotional support chickens(she has a letter written from a physician stating such) and their coop. I observed an extremely clean fowl coop that was located in the center of the property (50 feet) from all property lines. The Property Owner stated that she would move the coop 2 feet more to the East of the property just to be sure. I did not detect any odor from the chickens. Monitoring. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	5/31/2023	On 05/31/23, I re-inspected the property and observed that the coop had been moved 2 feet closer to the home as stated by the Property Owner. The coop is greater than 50 feet from each property line, therefore, the property is in compliance regarding the chicken coop. Case closed. - Sandra Wing-Tolleson

5/1/2023, [CEC-2023-2026](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	5/17/2023	On 05/17/23, I inspected the property based on a complaint of chickens running loose. I did not observe any chickens running loose during this inspection. I talked with Property Owner James Kern's adult daughter, Danielle Kern (757-742-1042), who advised that they did get a few chickens several weeks ago and stated that they are being kept in a pen in their back yard. I explained the fowl ordinance to Ms. Kern and that their property was not large enough for a fowl pen (.19 acre / lot size 110' x 75'). She advised that they will get rid of the chickens and pen as soon as possible and keep me updated. I provided her with my business card and asked that she call me once they have been removed. Monitoring. - Mike Creamer
MICH.CREA	Michael	Closed-No Violation	Complaint	6/12/2023	On 06/12/23, I returned to the property based on a complaint of chickens running loose. I did not observe any chickens running loose during this inspection. I again talked with Resident Danielle Kern (757-742-1042), along with an adult male resident who did not provide an identity. They advised that they need another week to have the chickens and pen removed and would call me. Monitoring. - Mike Creamer

5/1/2023, [CEC-2023-2026](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	7/10/2023	On 07/10/23, I returned to the property and re-inspected same. I did not observe any chickens running loose during this re-inspection, nor did I hear any chickens. During my last inspection, the residents advised that they need another week to have the chickens and pen removed and would call me. There was no answer at the front door; therefore, I left a business card for a return call. Monitoring. - Mike Creamer
MICH.CREA	Michael	Closed-No Violation	Complaint	7/26/2023	On 07/25/23, I returned to the property and re-inspected same. Again, there was no answer at the door. I did not observe any chickens running loose during this re-inspection, nor did I hear any chickens. The original complaint was for chickens running loose. To date, there have been no chickens observed or heard. The residents previously advised that they were going to remove the pen with the chickens. There has been no response confirming the pen had been removed. Additionally, there is a privacy fence surrounding the back yard and the complainant does not reside at an adjoining property. Due to no legal access to the back yard to confirm that the pen had been removed, along with the fact that there is no noise complaint regarding the chickens, a violation cannot be proven. Case closed. - Mike Creamer

5/1/2023, [CEC-2023-2036](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Violation Case Generated	Complaint	5/1/2023	On 05/01/2023, Investigator Harris and I inspected the property. We observed junk and debris located throughout the front left (southwest) portion of the vacant lot. The junk and debris consisted of broken animal cages/chicken coop, trash, containers, garbage bins, and other miscellaneous items. The fence to this property was broken, indicating that these items may have been illegally dumped on this property. Inspection Photos uploaded. - Thomas Graziano

5/7/2023, [CEC-2023-2204](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	6/12/2023	On 06/12/23, I inspected the property based on a complaint of chickens in a pen close to the property line. From my legal access view, I observed what appeared to be a pen in the east back portion of the back yard. I met with an adult male who identified himself as Paul Robinson. He advised that he is a relative of the property owners and was there house sitting while the owners were away. He advised that there is a pen with chickens in the back yard and added that the property owners should return home in about a week. I gave him a business card for the property owners to call me when they returned home. Monitoring. - Mike Creamer
MICH.CREA	Michael	Closed-No Violation	Complaint	7/10/2023	On 07/10/23, I returned to the property and met with Property Owner Andy Hawks (863-286-4877). He advised that they just recently returned home and was made aware of the complaint of the chickens and pen. He advised that due to his shift work, he is limited on the time needed to relocate the pen away from the property line. He added that he should be able to have it moved more than 50 feet away from the property lines by next week and will call me once it has been moved. Monitoring. - Mike Creamer
MICH.CREA	Michael	Closed-No Violation	Complaint	7/21/2023	On 07/21/23, I received a text message from Property Owner Andy Hawks (863-286-4877) who advised that the chicken coop had been moved. I re-inspected and observed the property was in compliance by the owner. Case closed. - Mike Creamer

5/7/2023, [CEC-2023-2204](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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5/15/2023, [CEC-2023-2335](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	6/9/2023	Monitoring 06/09/2023: On 06/09/2023, I continued to monitor this property. I observed that the animal remained. While investigating this complaint further, I observed that the complaint does not live on the same road as the property named in the complaint. According to LDC Chapter 2, Section 222, E, "Code enforcement action of this subsection (222 E.) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained". Therefore, this complaint is invalid and will be closed. Monitoring Photos uploaded. -William Evans

5/17/2023, [CMA-2023-727](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	5/17/2023	5-16-23 Inspected location and found chicken coop to be located in the backyard. Photos attached. I checked Accela and found that the Land Use is RS and the property is .52 acres. Prepare NOV/NOH for (Ch 2 Section 222 Subsection A. No structure for the sheltering or feeding of animals (such as barns, stables, coups, aviaries, troughs or feeders) shall be permitted to be built within 50 feet of a property boundary except within the A/RR, A/RRX, PM and CORE Future Land Use Map districts.) -Kimberly Gonzalez
CODETEMP	Code	Closed-Owner Corrected	Magistrate Violation	5/23/2023	Complainant Valerie Jones called stating the rooster is making noise all night long. -Bethany Porreca
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	6/19/2023	6-14-23 Rechecked property and found chicken coop to remain near the property line. Photos attached. Prepare packet. -Kimberly Gonzalez
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	7/10/2023	7-10-23 Received a call from owner Don 954-918-7598 wanting clarification on the violation. I explained the violation and he explained that the chickens were used for homeschooling his children. I told him that he would need to contact Land Development. I texted him the number and he stated that he would call them and let me know what they said. -Kimberly Gonzalez
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	7/10/2023	7-10-23 I went upstairs to Land Development and spoke to Thado and was advised that the owner would need to first make sure that there are no deed restrictions about not being allowed to have animals on his property. Then if he did not have any then he would be able to apply for a variance which takes around 3 months and he would be able to apply either in person or online. They are not 100% guaranteed as the neighbors are going to be notified of the hearing and may oppose the chickens being on the property. -Kimberly Gonzalez
KIMB.GONZ	Kimberly	Closed-Owner Corrected	Magistrate Violation	7/11/2023	7-11-23 Received a call from owner Don 954-918-7598 stating that he applied for a variance for the chicken coop. I informed him that I would attach it to the case and when his hearing comes up next month we'll continue his case until he has his hearing with Land Development. -Kimberly Gonzalez
CODETEMP	Code	Closed-Owner Corrected	Magistrate Violation	9/7/2023	Valerie Blake-Jones @ 863-287-7541 called and wanted to know the status of her complainant, about the rooster; I did advise her to give the investigator Steven Cote a call and leave a message if there is no answer. Phyllis Clay

5/17/2023, [CMA-2023-727](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
STEV.COTE	Steven	Closed-Owner Corrected	Magistrate Violation	9/8/2023	09/07 Valerie Blake-Jones @ 863-287-7541 called and wanted to know the status of her complaint , I advised her of the current status and that I would be continuing the case for 30 days due to a discrepancy with Land development and Code Enforcement. I inspected the property on 09-01 and the coop and chickens remain. Service rep will prepare a SM packet. I had earlier this week spoken with the respondent and he provide a variance number where Land development has advised he was not in violation. I spoke with Director Fenton . She advised she will be addressing it with Land development. Document added. Steve Cote
STEV.COTE	Steven	Closed-Owner Corrected	Magistrate Violation	4/9/2024	04/09/2024 I received an email from Land development stating the property owner has applied for the special exception for this property to keep his coupe and chickens at their current location. The property owner had applied on 04-05-2024. The case has been continued at this months Special Magistrate hearing. Steve Cote
FELI.RAMO	Felix	Closed-Owner Corrected	Magistrate Violation	7/15/2024	7/12/2024- I reinspected the property and observed the chicken coop had been taking down. The roof of the structure has been removed and this area is currently being used as a garden. Photos taken and attached to this case, Case Closed. Felix Ramos

5/18/2023, [CEC-2023-2422](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CHRI.CAME	Christopher	Closed-No Violation	Complaint	5/23/2023	On 5/22/2023 this writer conducted an initial investigatory inspection of the property based on a received complaint for an excessively loud rooster. I attempted to leave my contact information and I was met at the door by the respondent. He stated to me that the rooster is an emotional support animal and the HOA is aware and they have approved this rooster. The respondent also sent my a letter from his doctor indicating the need for him to have this emotional support animal.---C/O---Chris Cameron

6/1/2023, [CMA-2023-808](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-Owner Corrected	Magistrate Violation	6/1/2023	On 04/27/2023, I inspected this property based on a complaint. I could not observe any chicken coops due to a privacy fence. I did, however, hear roosters crowing, but I could not tell where the roosters were. As I was conducting my investigation, the complainant came out to speak with me. He alleges that the property owner is breeding chickens. I advised him that I would review the aerial photos. I also left a door hanger in reference to the property owner contacting me. I reviewed the aerial photos. I observed what appears to be a coop-like structure on the left rear of the property. I will continue to monitor this case to give the property owners time to contact me. Inspection Photos uploaded. -William Evans
WILL.EVAN	William	Closed-Owner Corrected	Magistrate Violation	6/1/2023	On 1/18/2023, I inspected the property based on a citizen's complaint to observe the backyard of the property is surrounded by a privacy fence. I then made contact with the complainant (Mr. Castle) to discuss his concerns. Chickens and foul could be heard during this inspection; however, they could not be seen. A search of GIS shows the backyard is 75 feet in width. which would not provide enough space to meet the 50-foot set back requirements for chicken coops in the county ordinance. I am placing this case in monitoring status to obtain additional evidence. Inspection photos attached to the case file. - Patricia Boatwright

6/1/2023, [CMA-2023-808](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-Owner Corrected	Magistrate Violation	6/1/2023	Inspection 06/01/2023: On 06/01/2023, I inspected this property. This case was converted to a Magistrate case due to no contact from the property owner. I was still unable to directly observe any fowl on the property. However, upon a review of the Aerial Photos obtained by Investigator Boatwright, there is clearly a chicken coop on the left rear of the property. The Property Appraisers' website indicates that the property is .47 acres and approximately seventy-six feet wide. The property is zoned RL-3. Therefore, this property is in violation of LDC Chapter 2, Section 222 Agricultural, E. Livestock and Fowl in Residential Neighborhoods: This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential neighborhoods. Code enforcement action of this subsection (222 E.) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained. The following provision apply to only residential properties less than 1/2 acre (21,780 square feet) in size and do not apply to any property within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. These provisions do not apply to the good faith commercial agricultural use of land (bona fide agricultural purposes), as defined in F.S. § 193.461. 2. Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. Inspection Photo, Snip of Property Appraiser Aerial Photo, and Zoomed Aerial Photo uploaded. -William Evans
WILL.EVAN	William	Closed-Owner Corrected	Magistrate Violation	6/1/2023	Service Rep please prepare a Notice of Violation/Notice of Hearing (NOV/NOH) for the property owner. The NOV/NOH will be in reference to the following LDC violation: Chapter 2, Section 222 – Agricultural, [E], [2], (a chicken coop within fifty feet of the property line). -William Evans
WILL.EVAN	William	Closed-Owner Corrected	Magistrate Violation	7/6/2023	Re-Inspection 07/06/2023: On 07/06/2023, I re-inspected this property. I still cannot observe the fowl from my legal viewpoint. I did not hear any chickens at the time of my inspection. I will continue to monitor this property to gather more evidence. Re-Inspection Photos uploaded. -William Evans
WILL.EVAN	William	Closed-Owner Corrected	Magistrate Violation	7/11/2023	Re-Inspection 07/10/2023: On 07/10/2023, I re-inspected this property. I met the tenant at 4:28 p.m., and she signed a consent form. At that time, we proceeded into the backyard. I observed that the chickens had been removed from the property. Therefore, this case will be closed. Compliance Photos and Consent Form uploaded. -William Evans

6/2/2023, [CEC-2023-2648](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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WILL.EVAN	William	Closed-No Violation	Complaint	6/8/2023	Inspection 06/08/2023: On 06/08/2023, I conducted an inspection of this property in response to a complaint. From my legal viewpoint, I did not observe any tarps attached to the fence during the inspection. However, I did observe several violations, including a junk and debris violation, a chicken coop situated on the property line, and a DAV. The junk and debris on the property were minimal, consisting of tires and a damaged tarp. The DAV is a blue and grey scooter located in the backyard. The chicken coop is situated along the left property line in the backyard. During the inspection, a tenant named Sheila Lopez exited the house. I informed her about the complaint and advised her of the violations on the property. I also informed her about the ordinance that addresses chicken coops on residential property. She advised that she would start correcting the violations today. Inspection Photos uploaded. -William Evans
WILL.EVAN	William	Closed-No Violation	Complaint	7/11/2023	Monitoring 07/11/2023: On 07/11/2023, I continued to monitor this property. I observed that the DAV and chicken coop had been removed from the property. I also noted that the junk and debris violation has been corrected. Therefore, this complaint will be closed. Compliance Photos uploaded. -William Evans
CODETEMP	Code	Closed-No Violation	Complaint	7/19/2023	Complainant Lisa @ 863-210-3009 called stating the tarps and attached wood to the fence and the chickens are still there. She wanted mentioned that she appreciates everything investigator has done. -Bethany Porreca

6/5/2023, [CEC-2023-2680](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-No Violation	Complaint	6/27/2023	Inspected location this date 6/27/23 and took (3) photos of property. Did not hear rooster nor did I see any junk. Will contact complainant. - Lisa Harris
CO000968	Lisa	Closed-No Violation	Complaint	7/12/2023	Went back by location on 7/11/23 and left another door hanger in hopes the respondents call me. I did not hear any roosters and only observed some junk / debris but not enough to constitute an abatement. - Lisa Harris

6/5/2023, [CEC-2023-2681](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Violation Case Generated	Complaint	7/25/2023	On 07/25/23, Investigator Adam Camacho and myself, met with the tenant, who advised that they are going to get rid of the duck. They reached out to FWC for the best practice. Investigator Adam advised her regarding the chicken coop being 50 feet from each of the property lines and the gray water that was being emptied on the yard. The tenant advised that she would reach out to the Property Owner to correct. Monitoring. - Sandra Wing-Tolleson

6/6/2023, [CMA-2023-839](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation 6/6/2023	On 06/06/2023, I inspected the property based upon a complaint. I confirmed the complaint was generated from less than 250 feet from this property. I observed a chicken coop like structure on the left side of the property. The property is 0.29 acres in size and zoned RL-3. Additionally, I observed a RV connected to utilities (electric). This is a violation of LDC, Chapter 2, Section 218 - Boats, Utility Trailers, Sports Vehicles and Recreational Vehicles E. Connection to Utilities, No recreational vehicle shall be connected to utility services except in preparation for departure. I contacted the complainant to obtain additional information and photos of the chickens. He advised that he can see the chickens from over his privacy fence. I advised him that I cannot look over the privacy fence, but if he removed a panel, I can look through the opening to obtain photos. I arrived at the complainant's property. He voluntarily signed a Consent Form, allowing me access to his property to inspect and obtain photo of the neighbor's property. I heard chickens while the property owner partially deconstructed his fence. Once the fence panel was removed, I could clearly observe the chickens and the chicken coop. However, the photos are partially obscured due to the foliage. Therefore, I was able to confirm that the property is not able to meet the 50-foot setback requirements set forth in LDC, Chapter 2, Section 222 - Agricultural, E. Livestock and Fowl in Residential Neighborhoods, 2. Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. Inspection Photos and Consent Form uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation 6/6/2023	Phone Call 06/06/2023: The property owner contacted me as he observed my door hanger. I advised him that I received a complaint for the chickens on his property. I explained the options to remedy the violation to the property owner. He advised that he will remove the chickens before the posting date of 06/16/2023. He also advised that he will disconnect the RV from utilities. The property owner provided me with verbal consent to enter onto his property to verify that his property is in compliance as he works twelve hour shifts, six days per week. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation 6/6/2023	Phone Call 06/06/2023: I contacted the complainant. I advised him that the property owner agreed to voluntarily remove the chickens by 06/16/2023. However, the property owner did advise that he spent \$600.00 on the chicken coop. Therefore, the vacant chicken coop will remain on his property until he can sell it. I asked the complainant to contact me once he stops hearing the chickens. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation 6/15/2023	Phone Call 06/14/2023: I received an after-hours voicemail from the complainant. He advised that the neighbor had removed the roosters (chickens) and the coop. He thanked me for my assistance in resolving the violation. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation 6/16/2023	On 06/16/2023, I inspected the property prior to posting the DFR Notice. I observed the chickens and chicken coop was removed. I could no longer observe the RV connected to utilities. Therefore, the violations were corrected. Compliance Photos uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation 6/16/2023	Correction: On 06/16/2023, I inspected the property prior to posting the NOV/NOH. I observed the chickens and chicken coop was removed. I could no longer observe the RV connected to utilities. Therefore, the violations were corrected. Compliance Photos uploaded. – Thomas Graziano

6/6/2023, [CNU-2023-654](#)

ADDED BY USERID ADDED BY NAME F RECORD STATUS RECORD TYPE COMMENT DATE COMMENTS

THOM.GRAZ	Thomas	Closed-Owner Corrected	Nuisance Violation	6/6/2023	Phone Call 06/06/2023: The property owner contacted me as he observed my door hanger. I advised him that while inspecting the property for the chicken complaint (CEC-2023-2432 converted to CMA-2023-839), I observed a large pile on junk and debris on the right side of the house. The property owner advised that the pile was on the property when he purchased the house. He advised that he has been removing the pile through the weekly garbage service. He advised that he will have the pile removed by the posting date of 06/16/2023. -- Thomas Graziano
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6/16/2023, [CEC-2023-2918](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Violation Case Generated	Complaint	7/14/2023	Inspected location on 7/13/23 and did not observe a chicken coop. Will call complainant to observe violation from their property. Took (3) photos. - Lisa Harris

6/17/2023, [CEC-2023-2940](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-No Violation	Complaint	6/21/2023	On 6/21/2023, I inspected the property based on a citizen's complaint for roosters to observe the backyard was completely surrounded by a privacy fence. The property is .29 acres and zoned RS. A contact number was not provided for the complainant-, therefore, I will be going to the complainant's property to discuss their concerns. Evidentiary photos have been added to the case file. - Patricia Boatwright
PATR.BOAT	Patricia	Closed-No Violation	Complaint	6/22/2023	On 6/22/2023, I made contact with the complainant (Abby Cole) to discuss the complaint. Mrs. Cole then requested I inspect from her property. To begin, I had Mrs. Cole sign a consent to enter form. I then could see large roosters through the fence in a chicken coop. However, I was unable to obtain evidentiary photos of the roosters through the cracks of the fence. I am placing this case in monitoring status to attempt contact with the property owner. Inspection photos have been attached to the case file. - Patricia Boatwright
PATR.BOAT	Patricia	Closed-No Violation	Complaint	6/23/2023	I received a call from the property owner (Billy Tindal; 863-738-9103) on 6/23/2023 at which time we discussed the setbacks for chicken coops. Mr. Tindal then advised the roosters would be gone by Monday of next week. - Patricia Boatwright
PATR.BOAT	Patricia	Closed-No Violation	Complaint	6/30/2023	I re-inspected the property on 6/30/2023 at which time I did not hear the roosters crowing. Contact will be made with the complainant before this case is closed to confirm compliance. Re-inspection photos have been attached to the .case file. - Patricia Boatwright
PATR.BOAT	Patricia	Closed-No Violation	Complaint	7/3/2023	On 7/3/2023, I re-inspected the property at which time I did not hear any roosters crowing at the time of the inspection. This is the second inspection to which the roosters were not heard. With this said, this case is being closed unfounded at this time. Re-inspection photos have been attached to the case file. Patricia Boatwright

6/27/2023, [CEC-2023-3084](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Closed-No Violation	Complaint	6/30/2023	On 06/29/2023, I met with the complainant at her property. She voluntarily signed the Consent Form, allowing me access to her property to obtain photos of the neighboring property. I was able to observe the backyard of the neighbor's property. I observed remnants of a chicken coop in the backyard of 2435 Duff Road. However, I also observed remnants of a chicken coop in the backyard of 2445 Duff Road. The complainant advised that a tree fell on the chicken coop and destroyed the coop during a storm. The chickens appeared to have been housed at 2445 Duff Road. Therefore, I will create a complaint for 2445 Duff Road under CEC-2023-3178. Note, both 2435 Duff Road and 2445 Duff Road are less than 250 feet from the complainant's property. I will monitor this property to ensure the chickens are not relocated to this property. Inspection Photos and Consent Form uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	7/11/2023	On 07/11/2023, I continued to monitor the property. I made my observations from the right-of-way on Duff Road. As I was observing the property, I observed at least three chickens on this property and the adjacent property (2445 Duff Road). The chickens were full size. During the last inspection, I observed both full size chickens and baby chicks. I also observed construction debris (wood and other miscellaneous items, possibly remnants of the chicken) located roadside. This would be considered an Excessive Bulk Waste (EBW) violation. I will contact the son of the property owner/son of the landlord and request an update. (The son of the property owner is fluent in English.) Inspection Photos uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	7/11/2023	Phone Call 07/11/2023: I contacted the son of the property owner/son of the landlord (863-440-2624). I advised him that the chickens remain on the property. He advised that they had difficulties catching all the chickens, but they will remove them tonight. I advised him that the county will not pickup the items at the road as they are considered construction debris. He advised that he will remove it. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	7/18/2023	Phone Call 07/18/2023: I contacted the complainant. I LVM requesting an update to see if she is still having issues with the chickens. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	7/18/2023	On 07/18/2023, I continued to monitor the property. I was unable to observe any chickens on or around the property. I also observed the EBW was removed. I will continue to monitor the property and wait for a response from the complainant. Inspection Photos uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	8/4/2023	On 08/03/2023, I continued to monitor the property. I did not observe any chickens on or around the property at the time of the inspection. I will contact the complainant and request an update. Inspection Photos 08/03/2023 uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	8/4/2023	Phone Call 08/03/2023: I contacted the complainant to request an update. She immediately texted me and advised that she cannot speak on the phone right now. Therefore, I texted her. She advised that she has not been home lately, so she has not been able to check for the chickens. She also advised that her son is at home, "keeping an eye on things". The complainant advised that she will inspect her property and flowerbeds this weekend, and she will let me know if she observes any signs of chicken activity. I advised her that I will continue to monitor the property. – Thomas Graziano
XAVI.BROW	Xavier	Closed-No Violation	Complaint	8/16/2023	On 08/15/2023, I continued to monitor the property. I did not observe any chickens on or around the property at the time of inspection. I will continue to monitor the property. Inspection Photos 08/15/2023 uploaded. – Thomas Graziano

6/27/2023, [CEC-2023-3084](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
XAVI.BROW	Xavier	Closed-No Violation	Complaint	8/24/2023	On 08/23/2023, I continued to monitor the property. I did not observe any chickens on or around the property. I monitored the property for approximately two months and found no indication that the chickens remain on the property. I have contacted the complainant multiple times. She has failed to provide me with any updates. Therefore, there is no evidence to suggest the chickens remain. This complaint will be closed as owner corrected. Compliance Photos uploaded. -Thomas Graziano

6/30/2023, [CEC-2023-3178](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	6/30/2023	On 06/29/2023, I inspected the property based upon a complaint for a neighboring property. The original complaint was CEC-2023-3084. I met with the complainant at her property. She voluntarily signed the Consent Form, allowing me access to her property to obtain photos of the neighboring property. I was able to observe the backyard of the neighbor's property. I observed remnants of a chicken coop in the backyard of 2435 Duff Road. However, I also observed remnants of a chicken coop in the backyard of 2445 Duff Road. The complainant advised that a tree fell on the chicken coop and destroyed the coop during a storm. Additionally, I observed a large pile of organic debris (palm fronds) that is larger than six cubic yards. While observing this property, I observed several chickens entering into the front of this yard. Therefore, I left the complainant's property and parked on the right-of-way in front of 2445 Duff Road. I photographed several chickens entering into the property. As I was writing a door hanger, requesting contact, the girlfriend of the property owner drove onto the property. She advised her name is Crystal. Crystal confirmed that the chickens and remnants of the chicken coop belong to the property owner. I advised Crystal that they cannot keep the chickens or the destroyed chicken coop on the property, without Land Development's approval. The property is 0.36 acres in size, and it is zoned RL-2. The property is ninety feet in width; therefore, it cannot meet the minimum setback of fifty feet from the neighboring property lines. Additionally, I asked Crystal to have the organic debris (palm fronds) removed from the property. She contacted her boyfriend, the property owner. The property owner advised that he will correct the issues. Note, both 2435 Duff Road and 2445 Duff Road are less than 250 feet from the complainant's property. I will continue to monitor the property for compliance. Inspection Photos and Consent Form uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	7/6/2023	Phone Call 07/06/2023: The son of the property owner contacted me (863-440-2624). He advised that they removed all the palm fronds and collected all the chickens. He asked if they could keep two chickens. I advised that they cannot keep any chickens without Land Development's approval. He advised that he will remove the remaining two chickens and text me once that is completed. – Thomas Graziano

6/30/2023, [CEC-2023-3178](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	7/11/2023	On 07/11/2023, I continued to monitor the property. I made my observations from the right-of-way on Duff Road. I observed the palm fronds were removed. I was unable to confirm that the chicken coop was removed from the right-of-way. However, as I was observing the property, I observed at least three chickens on this property and the adjacent property (2435 Duff Road). The chickens were full size. During the last inspection, I observed both full size chickens and baby chicks. I will contact the son of the property owner and request an update. (The son of the property owner is fluent in English.) Inspection Photos uploaded. - Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	7/11/2023	Phone Call 07/11/2023: I contacted the son of the property owner. I advised him that the chickens remain on the property. He advised that they had difficulties catching all the chickens, but they will remove them tonight. - Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	7/18/2023	Phone Call 07/18/2023: I contacted the complainant. I LVM requesting an update to see if she is still having issues with the chickens. - Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	7/18/2023	On 07/18/2023, I continued to monitor the property. I was unable to observe any chickens on or around the property. I will continue to monitor the property and wait for a response from the complainant. Inspection Photos uploaded. - Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	8/4/2023	On 08/03/2023, I continued to monitor the property. I did not observe any chickens on or around the property at the time of the inspection. I will contact the complainant and request an update. Inspection Photos 08/03/2023 uploaded. - Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	8/4/2023	Phone Call 08/03/2023: I contacted the complainant to request an update. She immediately texted me and advised that she cannot speak on the phone right now. Therefore, I texted her. She advised that she has not been home lately, so she has not been able to check for the chickens. She also advised that her son is at home, "keeping an eye on things". The complainant advised that she will inspect her property and flowerbeds this weekend, and she will let me know if she observes any signs of chicken activity. I advised her that I will continue to monitor the property. - Thomas Graziano
XAVI.BROW	Xavier	Closed-No Violation	Complaint	8/16/2023	On 08/15/2023, I continued to monitor the property. I did not observe any chickens on or around the property at the time of inspection. I will continue to monitor the property. Inspection Photos 08/15/2023 uploaded. - Thomas Graziano
XAVI.BROW	Xavier	Closed-No Violation	Complaint	8/24/2023	On 08/23/2023, I continued to monitor the property. I did not observe any chickens on or around the property. I monitored the property for approximately two months and found no indication that the chickens remain on the property. I have contacted the complainant multiple times. She has failed to provide me with any updates. Therefore, there is no evidence to suggest the chickens remain. This complaint will be closed as owner corrected. Compliance Photos uploaded. -Thomas Graziano

7/5/2023, [CEC-2023-3232](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	7/5/2023	On 07/03/23, I inspected the property and observed a chicken coop located on the South side of the property. After further investigation, it was determined that the coop is located 50 feet from all property lines. Case closed. - Sandra Wing-Tolleson

7/6/2023, [CBW-2023-935](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Excessive Bulk Waste	7/10/2023	On 07/10/2023, I inspected the property at the request of Waste and Recycling for an Excessive Bulk Waste (EBW) violation. I observed an EBW located roadside. The EBW consisted of a chicken coop (construction debris) and two table legs. The table legs appeared to me constructed of concrete. Upon further examination, the table legs were constructed of particle board with a concrete like coating. While inspecting the property, I made contact with the property owner. I provided her with the bulk waste flyer and my phone number. I advised her that Waste and Recycling will not remove the items. The property owner advised that they removed the glass top for the table legs. I provided the property owner with options to correct the EBW. She advised that she will try and have the EBW removed within a week. EBW Inspection Photos uploaded. – Thomas Graziano

7/6/2023, [CEC-2023-3274](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ADAM.CAMA	Adam	Closed-No Violation	Complaint	7/18/2023	On 07/17/2023, I inspected this property based off a citizen complaint. I did not observe any chickens in the area nor did I hear any clucking. I left a door hanger with my contact information requesting contact. Inspection photos uploaded. – A Camacho
ADAM.CAMA	Adam	Closed-No Violation	Complaint	7/18/2023	Phone Call 07/18/2023: Received phone call from property owner Mr. Beachy. I explained the complaint and he advised he did not own or have any chickens. He stated the neighbor to the right of him at 1427 Grand Reserve Dr owned chickens and he has not seen the chickens for over a week. – A Camacho

7/14/2023, [CEC-2023-3426](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CHRI.CAME	Christopher	Closed-No Violation	Complaint	8/4/2023	On 8/2/2023 this writer conducted an initial investigatory inspection of the property based on a received complaint for disruptive chickens. I went to the door and knocked, no answer. I prepared a door hanger leaving information about housing chickens in a residential area as well as the ordinance violation in question. I took evidentiary photos of the property and attached those to the case file. I will monitor---Chris Cameron

7/17/2023, [CEC-2023-3469](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-No Violation	Complaint	8/15/2023	Inspected location on 8/12/23 and took (2) photos showing no chicken pens in yard. I also spoke with person there and was advised they do not own any chickens. He stated he had no idea who they belonged to and they roam all over the neighborhood. CO - Lisa Harris

7/17/2023, [CEC-2023-3488](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CHRI.CAME	Christopher	Closed-No Violation	Complaint	8/1/2023	On 7/18/2023 this writer conducted an initial investigatory inspection of this property. I attempted to make contact with the property owner to no avail. I left a door hanger with information of keeping chickens on their property as well as my contact information. I took evidentiary photos of the property and attached to the case file. It should be noted I could not hear or see chickens during this inspection.---Chris Cameron

7/18/2023, [CEC-2023-3509](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ADAM.CAMA	Adam	Closed-No Violation	Complaint	7/20/2023	On 07/18/2023, I inspected this property. I made contact with the property owner who stated she did have chickens and was told she was not allowed to have chickens in the property. She stated she no longer has chickens. She allowed me access to her back yard to inspect and obtain photographs. I did not observe any chickens on the property. Inspection photos uploaded. - A Camacho

7/18/2023, [CNU-2023-996](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
TYRI.PRID	Tyrinda	Closed-Owner Corrected	Nuisance Violation	7/18/2023	2023/05/01 On 05/01/2023, Investigator Harris and I inspected the property. We observed junk and debris located throughout the front left (southwest) portion of the vacant lot. The junk and debris consisted of broken animal cages/chicken coop, trash, containers, garbage bins, and other miscellaneous items. The fence to this property was broken, indicating that these items may have been illegally dumped on this property. Inspection Photos uploaded. - Thomas Graziano
TYRI.PRID	Tyrinda	Closed-Owner Corrected	Nuisance Violation	7/18/2023	On 07/13/2023, I inspected the property based upon a complaint. I observed some junk and debris spread throughout the property. The junk and debris consisted of broken animal cages/chicken coop, trash, containers, garbage bins, three white storage containers, a black drum, shelving unit, and other miscellaneous items. Inspection Photos uploaded. - Tyrinda Pride

7/19/2023, [CBW-2023-1152](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MEGA.WORL	Megan	Closed-Owner Corrected	Excessive Bulk Waste	8/9/2023	On 08/09/2023, I inspected the property at the request of Waste and Recycling for an Excessive Bulk Waste (EBW) violation. I observed chicken wire and boxes placed out in the right-of-way for trash pickup. I photographed and tagged the EBW. EBW Inspection Photos and EBW Tagged Photos uploaded. - Megan Worley

7/21/2023, [CNU-2023-1010](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
TYRI.PRID	Tyrinda	Closed-Owner Corrected	Nuisance Violation	7/24/2023	On 07/21/2023, I inspected the property. I observed junk and debris located throughout the front left (southwest) portion of the vacant lot. The junk and debris consisted of broken animal cages/chicken coop, trash, containers, garbage bins, and other miscellaneous items. I also observed an overgrown lot. Inspection Photos uploaded. - Tyrinda Pride

7/24/2023, [CEC-2023-3616](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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XAVI.BROW	Xavier	Closed-No Violation	Complaint	7/27/2023	On 07/26/2023, I inspected the property based upon a complaint. I observed agricultural activities on this property. The agricultural activities included a sign indicating that there are chickens for sale. I also observed cows. Additionally, I also observed the structure being built as listed in the complaint. The structure was adjacent to the house. The structure appeared to be a two-story structure with an open-air balcony. The balcony appeared to lookout over the pasture and the agricultural activities, with the first floor being a storage area. I searched the Accela database and noted that there were no building permits for this structure. However, this structure may be intended to be used for agricultural activities, which would not require a building permit. Therefore, I left a door hanger on the gate, requesting contact. I will monitor the property. Inspection Photos and Door Hanger Photos uploaded. – Thomas Graziano
XAVI.BROW	Xavier	Closed-No Violation	Complaint	7/27/2023	Phone Call 07/27/2023: The daughter of the property owner contacted me. She advised that her father is an engineer, and he is building the structure. She explained that he is using the first floor for storage and the second floor as an observation balcony. She also confirmed that the property is used for agricultural activities. The activities include raising chickens and rabbits for sale. I advised her that I am willing to meet with her and her father at the property to discuss the situation in person. – Thomas Graziano

7/25/2023, [CEC-2023-3655](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	8/22/2023	Inspection 08/21/2023: On 08/21/2023, I inspected this property. From my legal viewpoint, I did not observe any chickens or coops. I will contact the complainant to gather more evidence. Inspection Photos uploaded. - William Evans
WILL.EVAN	William	Closed-No Violation	Complaint	9/1/2023	Inspection 09/01/2023: On 09/01/2023, I inspected this property in response to a complaint. At 8:30 a.m., I met the complainant on his property at 1243 Morgan Dr., and he signed a Consent Form. This property is situated to the left of the property in question. We entered the property, and I conducted the inspection. During the inspection, I observed a wooden lean-to type of structure with a tin roof that was being utilized as a chicken coop. It should be noted that while conducting this inspection, I did observe a white and black chicken in the structure. The structure is situated on the left rear corner of the property. I left a door hanger with my contact information, requesting that the property owner contact me. Inspection Photos and Door Hanger Photos uploaded. -William Evans
WILL.EVAN	William	Closed-No Violation	Complaint	9/1/2023	Inspection 09/01/2023: On 09/01/2023, I inspected this property in response to a complaint. At 8:30 a.m., I met the complainant on his property at 1243 Morgan Dr., and he signed a Consent Form. This property is situated to the left of the property in question. We entered the property, and I conducted the inspection. During the inspection, I observed a wooden lean-to type of structure with a tin roof that was being utilized as a chicken coop. It should be noted that while conducting this inspection, I did observe a white and black chicken in the structure. The structure is situated on the left rear corner of the property. I left a door hanger with my contact information, requesting that the property owner contact me. Inspection Photos and Door Hanger Photos uploaded. -William Evans

7/28/2023, [CEC-2023-3725](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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CODETEMP	Code	Closed-No Violation	Complaint	8/16/2023	Complainant stated that the property has a the chicken/rooster right next to the fence. Therefore, it's not 50 feet from what our website says. Ederlin Diaz
MICH.CREA	Michael	Closed-No Violation	Complaint	8/16/2023	On 08/16/23, I inspected the property based on a complaint of chickens and a rooster. From my legal access view, I did not observe or hear any fowl. I was unable to see the back yard due to a privacy fence surrounding the back yard. I talked with Property Owner Lisa Hiestand by phone (863-844-1636). She advised that does have chickens and one rooster in a coop in her back yard. I explained the complaint, along with the ordinance covering fowl and fowl pens. I explained that the fowl and fowl coop is required to be at least 50 feet from all property lines and that her lot is only .23 acre and there's not enough room in her back yard to meet the requirements. She advised that she will have the fowl removed from her property by this upcoming Monday and should be ready for re-inspection on Tuesday (08/22/23). I requested that she call me when they are removed to confirm the re-inspection. Monitoring. - Mike Creamer
MICH.CREA	Michael	Closed-No Violation	Complaint	8/22/2023	On 08/22/23, I met with Property Owner Lisa Hiestand's mother, Melba Waddell, and re-inspected the property. I confirmed that the chickens and roosters had been removed from the property. Subsequently, the property was in compliance by the owner. Case closed. - Mike Creamer

8/1/2023, [CEC-2023-3775](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JESS.PHIL	Jessica	Closed-No Violation	Complaint	8/23/2023	08/23 I inspected the property and found no chickens roaming or evidence of poultry. Privacy surrounds rear yard. Unable to locate any violation. Close unfounded. - Jessica Phillips

8/3/2023, [CEC-2023-3821](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Violation Case Generated	Complaint	8/28/2023	Inspection 08/25/2023: On 08/25/2023, I inspected this property in response to a complaint. During the inspection, I did not observe nor hear any chickens. However, I did observe the following violations: Junk and debris on the left side, back side, and right side of the property. The junk and debris consist of appliances, trash, scrap metal, and other miscellaneous items. I also observed that the right back window is boarded up. I left a door hanger with my contact information, requesting that the property owner contact me. I will monitor this property to give the property owner time to contact me. Inspection Photos and Door Hanger Photos uploaded. -William Evans

8/14/2023, [CEC-2023-3997](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	8/24/2023	On 08/23/23, I inspected the property based on a citizen's complaint regarding the goats being too close to the complainant's property. I met with the complainant, who voluntarily signed a consent form to obtain photos of 2137 Parker Road. The complainant also stated that because of the goats being too close, there are now rats and fleas on the complainant's property. I observed that the goat pen and chicken pen were not 50 feet property from all property. I also observed a large fallen tree on the property on the North side. - Sandra Wing-Tolleson

8/14/2023, [CEC-2023-3997](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	10/3/2023	On 10/03/23,I re-inspected the property after receiving a phone message that the animal pens have been moved and the tree was also removed. On my inspection I observed that the chicken coop and the goat pen had been moved to insure that they were 50 feet from all property lines. Case closed. - Sandra Wing-Tolleson

8/14/2023, [CEC-2023-4005](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-No Violation	Complaint	8/30/2023	Investigator Hubbard and I conducted a site visit this date 8/30/23 and took photos showing two ducks and some chickens. Will research dimensions of the property to see if they are permitted. - Lisa Harris
CO000968	Lisa	Closed-No Violation	Complaint	10/23/2023	Went back by location this date 10/23/23 and did not see any ducks or chickens. I left another door hanger. - Lisa Harris
CO000968	Lisa	Closed-No Violation	Complaint	11/7/2023	I have tried several times to meet with the owner of the property and have not heard from them. I observed ducks / chickens one time. If they are destroying the neighbor's property that is a civil matter. CO - Lisa Harris

8/15/2023, [CEC-2023-4039](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	8/25/2023	On 08/25/23, I inspected the property based on a complaint of an overgrown lot and a rooster on the property. The grass height did not meet the 18 inch / 10% Overgrown Lot threshold. I did not observe or hear a rooster. I attempted to contact the resident(s) to ascertain if there was a rooster on the property. There was no answer at the front door; therefore, I left a business card for as return call. Monitoring. - Mike Creamer
MICH.CREA	Michael	Closed-No Violation	Complaint	8/30/2023	On 08/30/23, I returned to the property and met with the property owner. They will not be identified in this report as the property is protected by FS119. The property owner advised that they did have one baby chick that became a rooster; however, they re-homed the rooster about 1-2 weeks ago. There is no other fowl on the property. Additionally, there was no overgrowth. Subsequently, there were no violations. Case closed. - Mike Creamer

8/23/2023, [CEC-2023-4144](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	9/28/2023	Inspection 09/28/2023: On 09/28/2023, I inspected this property in response to a complaint. During the inspection, I observed an animal pen on the right rear of the property, against the fence. I did not observe chickens or any other animals during the inspection. I left a door hanger with my contact information, requesting that the property owner contact me. Inspection photos and door hanger Photos uploaded. -William Evans
WILL.EVAN	William	Closed-No Violation	Complaint	9/29/2023	Phone Call 09/29/2023: I received a phone call from Venassa Colon, who is translating for the property owner. I explained to her that chicken coops cannot be within fifty feet of the property line. She stated that she would explain this to the property owner. -William Evans
CODETEMP	Code	Closed-No Violation	Complaint	10/5/2023	Brian Roney called because he stated that the chicken/rooster pen is still there. I provided him with the Inv. Evan's phone number for more information. Ederlin Diaz

8/23/2023, [CEC-2023-4144](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	10/23/2023	Monitoring 10/23/2023: On 10/23/2023, I continued to monitor this property in response to a complaint. During the inspection, I did not observe any obvious chicken coops remaining on the property. I will monitor this property to gather more evidence. Inspection photos uploaded. -William Evans
WILL.EVAN	William	Closed-No Violation	Complaint	12/21/2023	Monitoring 12/21/2023: On 12/21/2023, I continued to monitor this property. I observed that the chicken coop has not returned to the property. As this property is no longer in violation, this complaint will be closed. Compliance photos uploaded. -William Evans

8/25/2023, [CEC-2023-4175](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	9/6/2023	On 09/06/23, I inspected the property and observed no chickens or a chicken coop. Additionally, I did not hear any chickens. I left a business card for the Property Owner to contact me. Monitoring. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	9/28/2023	On 09/27/23, I inspected the property and did not observe and noises from fowl. Monitoring.- Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	9/28/2023	CORRECTION: On 09/26/23, I inspected the property and did not observe and noises from fowl. Monitoring.- Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	10/13/2023	On 10/13/23, I inspected the property and rolled down the window and waited 20 minutes in the morning. I did not observe any chicken sounds. I did not observe a chicken coop and I could not smell any chickens. Monitoring. Current photos uploaded to the case file. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	11/29/2023	On 11/28/23, I inspected the property and rolled down the window and waited from 1:11 pm until 1:31pm.. I did not observe any chicken sounds. I did not observe a chicken coop and I could not smell any chickens. Monitoring. Current photos uploaded to the case file. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	11/29/2023	PHONE: On 11/28/23, I spoke with the complainant who stated that the shed in the rear of the property is the chicken coop. She also stated that she has complained to the HOA as well and that the neighbor is denying that he owns any chickens. I explained to her that he is refusing to sign a consent form for me to obtain photos and that I would need to physically see and hear them myself in order for me to create a case. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	12/28/2023	On 12/28/23, I inspected the property and I did not observe any chicken sounds. I did not observe a chicken coop and I could not smell any chickens. Monitoring. Compliance photos uploaded to the case file. Case closed - Sandra Wing-Tolleson

8/29/2023, [CMA-2023-1217](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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PATR.BOAT	Patricia	Closed - Owner Corrected	Magistrate Violation	12/6/2023	On 12/5/2023, I made contact with the property owner (Phillip Call) who advised he has attempted to obtain the permit but cannot find an engineer who is willing to draw up the plans for the structure. Mr. Call also stated he has exhausted all his contacts and attempts at finding an engineer. After much discussion, Mr. Call stated he structure to store feed for his chickens and future goats. A search of Property Appraisers shows the property is .92 acres and does not currently hold a greenbelt or ag exemption. A white truck was located inside the structure which is framed with metal trusses and 2 metal walls. It is missing the sheet metal for the additional walls and roofing. I was advised construction of the accessory structure did cease upon receiving of the NOV/NOH. I attempted to call Mr. Call to discuss the case further, but the contact number (603-638-4326) provided is not currently in use. Re-inspection photos have been attached to the case file. Also note, the photos are incorrectly dated but were taken on 12/5/2023. - Patricia Boatwright
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9/1/2023, [CMA-2023-1241](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JESS.PHIL	Jessica	Closed-Owner Corrected	Magistrate Violation	9/1/2023	08/31 I inspected the property and found the parcel which is 75x95 in size to have chickens in the rear yard including a chicken coop. This does not allow for a 50 foot setback from all property lines. Prepare and mail NOV. - Jessica Phillips
JESS.PHIL	Jessica	Closed-Owner Corrected	Magistrate Violation	10/17/2023	10/17 Property owner called to clarify the violation. I explained her lot is not large enough for a coop which needs to be at least 50 feet from all property lines. She will work to get rid of the chickens. - Jessica Phillips

9/12/2023, [CEC-2023-4438](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	9/15/2023	Inspection 09/14/2023: On 09/14/2023, I inspected this property in response to a complaint. During the inspection, I could not observe the chicken coop from my legal viewpoint. However, I spoke with Stacy Cabano, who is an occupant of the property. I inquired if there was a chicken coop on the property, and she stated there was. She advised that the coop is on the rear property line at approximately the midway point. I advised her that the coop is required to be fifty feet from all property lines. She agreed to move the coop and requested three weeks. I agreed to give her three weeks to correct the violation. Inspection Photos uploaded. -William Evans

9/15/2023, [CMA-2023-1277](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-Owner Corrected	Magistrate Violation	9/15/2023	2023/07/25 On 07/25/23, Investigator Adam Camacho and myself, met with the tenant, who advised that they are going to get rid of the duck. They reached out to FWC for the best practice. Investigator Adam advised her regarding the chicken coop being 50 feet from each of the property lines and the gray water that was being emptied on the yard. The tenant advised that she would reach out to the Property Owner to correct. Monitoring. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-Owner Corrected	Magistrate Violation	9/15/2023	On 09/14/23, I re-Inspected the property and observed that none of the violations were corrected like I was told they would be. The ducks remain. I also observed that the plumbing hose remains and that the chicken coop is not located 50 feet from the property lines. - Sandra Wing-Tolleson

9/16/2023, [CNU-2023-1301](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-Owner Corrected	Nuisance Violation	9/16/2023	Inspected location on 9/15/23 and took (5) photos. There was a case before on chickens and I did not observe any. I did not observe any this time either. There is some outside storage, junk / debris therefore, will request a dfr to be prepared to post on 9/20/23. - Lisa Harris

9/20/2023, [CEC-2023-4571](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	10/13/2023	Inspection 10/12/2023: On 09/14/2023, I inspected this property in response to a complaint. During the inspection, I could not observe an obvious chicken coop on the property. However, multiple chickens were observed freely roaming on the property. I will monitor this complaint to gather more evidence. Inspection photos uploaded. -William Evans
CODETEMP	Code	Closed-No Violation	Complaint	10/16/2023	Caitlyn King @ 863-669-5778 lives at 2608 Crystal Lake Acres Dr Lakeland, called and stated the rooster are constantly crowing and she works from home. Please give her a call Phyllis Clay
CODETEMP	Code	Closed-No Violation	Complaint	10/27/2023	Complainant called and stated that the chicken coop is a shed. Ederlin Diaz
WILL.EVAN	William	Closed-No Violation	Complaint	11/7/2023	Monitoring 11/07/2023: On 11/07/2023, I continued to monitor this property. During the inspection, I observed a shed on the left property line with a chicken coop built in the front. There were actively roosting chickens in the coop. While conducting the investigation, I spoke with a Hispanic female who didn't want to give her name. I advised her that the coop needed to be fifty feet from the property line. I also printed out LDC, Chapter 2, Section 222 – Agricultural, which stated that the coop needs to be fifty feet from the property line. I gave her one of my cards, and she stated that she would have her husband call me. I will monitor this property to give the husband time to contact me. Monitoring photos uploaded. - William Evans

9/20/2023, [CEC-2023-4578](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Violation Case Generated	Complaint	10/6/2023	On 10/05/2023, prior to inspecting the property, I performed research on this complaint. I noted that the complainant is a property owner, which resides less than 250 feet from the alleged violator. I also noted that the property is 0.19 acres in size and is zoned RL-3. Upon arriving to the property, I observed chickens located outside of the pens. I obtained photos by standing on the sidewalk (right-of-way) and looking through slats and openings in the privacy fence. I also observed a wooden chicken pen located in the backyard on the backside of the house. I will use the Property Appraiser's website to determine how far the chicken pens are from the property line. I contacted the complainant, but the complainant's phone number was not in service. Therefore, I left a door hanger on the complainant's door, requesting contact. Inspection Photos 10/05/2023 and Door Hanger Photos uploaded. – Thomas Graziano
XAVI.BROW	Xavier	Violation Case Generated	Complaint	10/6/2023	On 10/05/2023, I continued to research the property. I used the Property Appraiser's Aerial Photographs and the measuring tool. I was able to determine that the chicken coop is between 22.6 feet and 49.9 feet from the complainant's property line. Snips of Property Appraiser Aerial Photos uploaded. – Thomas Graziano

9/27/2023, [CMA-2023-1305](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-Owner Corrected	Magistrate Violation	9/27/2023	2023/08/28 Inspection 08/25/2023: On 08/25/2023, I inspected this property in response to a complaint. During the inspection, I did not observe nor hear any chickens. However, I did observe the following violations: Junk and debris on the left side, back side, and right side of the property. The junk and debris consist of appliances, trash, scrap metal, and other miscellaneous items. I also observed that the right back window is boarded up. I left a door hanger with my contact information, requesting that the property owner contact me. I will monitor this property to give the property owner time to contact me. Inspection Photos and Door Hanger Photos uploaded. - William Evans

10/2/2023, [CEC-2023-4743](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
TYRI.PRID	Tyrinda	Closed-No Violation	Complaint	10/18/2023	On 10/18/2023, I inspected the property based upon a complaint. I observed no chickens at this property or any neighboring property at the time of my inspection. I will continue to monitor the property. Inspection Photos uploaded. - Tyrinda Pride
TYRI.PRID	Tyrinda	Closed-No Violation	Complaint	2/19/2024	On 02/08/2024, I continued to monitor the property. I observed no chickens at the property or neighboring properties during any of my inspections. Therefore, this complaint will be closed as unfounded. Inspection Photos uploaded. - Tyrinda Pride

10/6/2023, [CMA-2023-1349](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
RAND.HUBB	Randey	Closed-No Violation	Magistrate Violation	10/16/2023	On 10/16/2023, I met the resident to conduct further investigation of the alleged violations. To begin, I had the resident (Carlos Garcia) sign a consent to enter form. This property is 4.29 acres and is zoned RS. Also note, an additional complaint case came in for the fencing and free ranging goats on the property under case CEC-2023-4655. Upon entering the property, I observed barbed wire fence in the middle of the property to separate the cattle from the residence. Per the Land Development Code under Chapter 2 Section 210 (A-7) Barbed wire fences may be permitted in conjunction with agricultural activities. I observed no goats on the property the Mr. Garcia advised that the goats were removed this past weekend. The chicken coop observed met the 50-setback requirement under the county ordinance. The building built without a permit was a storage building which was being used to store feed and a side by side to take feed to the animals for his agricultural needs. This case is being closed as no violations were observed. Inspection photos have been attached to the case file. - Randey Hubbard / Patricia Boatwright

10/6/2023, [CNU-2023-1400](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
XAVI.BROW	Xavier	Closed-Owner Corrected	Nuisance Violation	10/6/2023	On 10/06/2023 I inspected the property based upon complaint (CEC-2023-4578). While investigating the complaint for chickens in a residential area, I observed junk and debris spread throughout the backyard. I was able to observe the violation while standing on the right-of-way (sidewalk) looking through openings in the fence. The junk and debris consisted of old wood pieces, tires, bike parts, old fencing material, metal pans, grating, trash, and other miscellaneous items. Therefore, this property is in violation for junk and debris. Inspection Photos 10/06/2023. - Thomas Graziano

10/9/2023, [CEC-2023-4835](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
TYRI.PRID	Tyrinda	Closed-No Violation	Complaint	3/7/2024	On 03/07/2024, I inspected the property based upon a complaint. I observed no chickens at the property during my inspection as listed in the complaint. However, I did hear roosters crowing in the area while on scene. This complaint will be closed as unfounded. Inspection Photos uploaded. - Tyrinda Pride

10/10/2023, [CMA-2023-1367](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation	10/10/2023	2023/10/06 On 10/05/2023, I continued to research the property. I used the Property Appraiser's Aerial Photographs and the measuring tool. I was able to determine that the chicken coop is between 22.6 feet and 49.9 feet from the complainant's property line. Snips of Property Appraiser Aerial Photos uploaded. - Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation	10/10/2023	2023/10/06 On 10/05/2023, prior to inspecting the property, I performed research on this complaint. I noted that the complainant is a property owner, which resides less than 250 feet from the alleged violator. I also noted that the property is 0.19 acres in size and is zoned RL-3. Upon arriving to the property, I observed chickens located outside of the pens. I obtained photos by standing on the sidewalk (right-of-way) and looking through slats and openings in the privacy fence. I also observed a wooden chicken pen located in the backyard on the backside of the house. I will use the Property Appraiser's website to determine how far the chicken pens are from the property line. I contacted the complainant, but the complainant's phone number was not in service. Therefore, I left a door hanger on the complainant's door, requesting contact. Inspection Photos 10/05/2023 and Door Hanger Photos uploaded. - Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation	10/10/2023	On 10/06/2023, I continued to monitor the property. I was able to observe chickens on this property while standing on the right-of-way (sidewalk) looking through openings in the fence. I also obtained photos from the convenience store, which was open to the public, while looking through slats in the privacy fence. I observed chickens and chicken coops that are in violation of LDC, Chapter 2, Section 222 - Agricultural E. Livestock and Fowl in Residential Neighborhoods, 1. Livestock shall be contained within fenced areas and 2. Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. The chickens and chicken coops are on a property that is zoned RL-3 and is 0.19 acres in size. They are kept less than 50 feet from the complainant's property line. I also observed junk and debris. The junk and debris is being addressed under CNU-2023-1400. Inspection Photo 10/06/2023 uploaded. - Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation	10/10/2023	Phone Call 10/06/2023: I received a call from the complainant. I asked did she have any concerns about the fence. She advised that she did not have concerns with the fence. I advised I was able to obtain photos from the right-of-way (sidewalk). She advised that her concerns with the chickens and them digging, makes it difficult to mow. I advised her that the property will be cited. I also advised that I observed a lot of debris in the backyard and will cite them junk and debris as well. I explained to her that the property owner may apply to have the setbacks for the chickens eased. The complainant advised that she doesn't mind the chickens, she just does not want them coming into her yard. - Thomas Graziano

10/10/2023, [CMA-2023-1367](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation	10/19/2023	Phone Call 10/19/2023: I contacted the tenant after receiving an email from the Code Enforcement Customer Service Rep, advising that the tenant would like a phone call. The tenant advised that he removed all the chickens except one hen and one rooster. The hen and the rooster should be removed this weekend, as he is selling them. I asked him to contact me once the chickens are removed. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation	11/1/2023	On 10/31/2023, I re-inspected the property ahead of the CBD, at the request of the property owner and the tenant. I observed the chickens were removed, correcting the violation. Compliance Photos uploaded. – Thomas Graziano

10/11/2023, [CEC-2023-4876](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	11/9/2023	On 11/09/23 I inspected two addresses at the request of the complainant. I sat in my truck with my windows rolled down from 9:52 AM until 1010 AM at 6732 W Forestwood and did not observe any rooster noises or chicken sounds. Nor did I visibly see any chicken coop. I did however, observed what appeared to be a puppy whimpering and barking in the rear yard. I sat in my truck with the windows rolled down from 10:10 AM until 10:20 AM at 6805 W Forestwood Dr, and I did not observe any rooster or chicken noises. Additionally, I did not observe a chicken coop. Inspection photos downloaded to the case file. Monitoring. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	11/29/2023	On 11/28/23, I spoke with Property Owner, John Hayes who resides at 6815 Forestwood Dr West. He voluntarily signed a consent form to obtain photos of the neighbors yard at 6810 Newman Circle East and the chicken coop that is next to the fence. I did not observe any roosters sounds and I did not observe and chicken or roosters in the coop. Inspection photos downloaded to the case file. I will try to make contact with the resident at 6810 Newman Circle East. Monitoring. -Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	12/12/2023	On 12/08/23, I spoke with the Property Owner of 6810 Newman Circle East (813-382-1772), who stated that the chickens belonged to her Mother and they were old. I explained that there was a complainant regarding the chickens and the coop would have to be move 50 feet from all property lines. If they are unable to do that , then the chicken would need to be removed from the property. Inspection photos downloaded to the case file. Monitoring. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	12/18/2023	On 12/18/23, I received an email from the Property Owner off Newman Circle East, who stated that the chickens were removed from the property and that they will turn the coop into a dog pen. Additionally, I verify with the complainant that the chickens were removed. They stated that they haven't heard them this morning. Compliance photos downloaded to the case file. Case closed. - Sandra Wing-Tolleson

10/12/2023, [CEC-2023-4894](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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ELEN.DEJE	Elena	Violation Case Generated	Complaint	10/17/2023	On 10/16/2023, I inspected this property based on a citizen complaint for roosters on the property and the rooster/chicken coop not meeting setbacks. The complainant also stated that the roosters crow at all hours of the day/night disturbing his sleep. This property is 0.28 acres and is zoned RL-3. I met with Micheal Garfinkle (complainant) on his property, 522 Sharon Hill Ct. Micheal voluntarily signed a consent form allowing access onto his property to inspect and obtain photos of his neighbor's property. I was unable to observe any roosters/chickens in the neighbor's yard due to the privacy fence between the yards; However, I could hear the roosters crowing consistently. LDC Section 222 E (2) states: Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. I was able to observe the top of the chicken coop from my view from the complainant's back yard. The coop is located towards the back left corner of the property. I am unable to determine if the chicken coop is 50 feet away from the property line. I am currently unable to determine if this property is in violation of a setback due to not being able to clearly observe the distance of the chicken coop to the property line. I will attempt to contact the property owners at 520 Sharon Hill Ct, in hopes to obtain clearer photos of the chicken coop. I will continue to monitor this property pending further investigation. Inspection photos and consent form uploaded. – Elena Negron
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10/16/2023, [CEC-2023-4932](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
RAND.HUBB	Randey	Closed-No Violation	Complaint	11/22/2023	On 11/21/23, I inspected the property based on a complaint of turkeys and chickens. No fowl was observed or heard. I attempted to contact the property resident(s). There was no answer at the door; therefore, I left a business card for a return call. Monitoring. – Mike Creamer
TANY.TUCK	Tanya	Closed-No Violation	Complaint	11/22/2023	Returned the call of Ms. Linda Stewart 863-712-5932. I explained to her the ordinance regarding fowl. She was upset and wanted to discuss other issues however, I told her I could only address issues pertaining to code enforcement. In the end she stated her fowl were contained in her yard by a fence and the housing structures were 50ft off all property lines. She said if the investigator called her she would show him around her property. Tanya Tucker
RAND.HUBB	Randey	Closed-No Violation	Complaint	1/3/2024	01/03/2024 I inspected the property based on a citizen complaint. I contacted the property owner. She signed a consent form to give access to her property. I observed the fowl pen and measured to the property lines (87' to the west property line and 70' to the east property line) which were sufficient and comply to the county ordinance. Case Closed. – Randey Hubbard

10/16/2023, [CEC-2023-4945](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
TANY.TUCK	Tanya	Closed-No Violation	Complaint	11/1/2023	Ms. Barnes contacted the County Managers office . (Carrie Palmer) "Ms. Gene Barnes (863-293-0917) called to complain about her neighbor having chickens, roosters, and goats in their yard. She states she has tried calling Code Enforcement but has not received any assistance. Can someone reach out to her and possibly answer her questions?" I emailed the investigator Chris Cameron to call her back. Tanya Tucker
CO000968	Lisa	Closed-No Violation	Complaint	11/4/2023	Inspected location this date 11/4/23 in behalf of Inv. Cameron and took (1) photo of the home. While there I had my windows down and did not hear roosters nor did I see goats, chickens or roosters. Will send courtesy letter to generate phone call. - Lisa Harris

10/16/2023, [CEC-2023-4945](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-No Violation	Complaint	11/4/2023	Section 222 - Agricultural (A).General Farming - - No structure for the sheltering or feeding of animals (such as barns, stables, coups, aviaries, troughs or feeders) shall be permitted to be built within 50 feet of a property boundary except within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. REMEDY: Place chicken coops and housing of chickens, roosters and any other farm animals (50) feet from both side and rear property boundaries. If this requirement can't be met farm animals will have to be removed.
CHRI.CAME	Christopher	Closed-No Violation	Complaint	1/19/2024	Rechecked location this date 1/19/24 and took (3) photos of property. Will come back by at a later time to find out if they have removed chickens.- Chris Cameron
CODETEMP	Code	Closed-No Violation	Complaint	1/19/2024	LIMONES CHARLESCA 863-288-1171 CALLED TODAY AND STATED THE CHICKENS HAS BEEN REMOVED. PLEASE GIVE HIM A CALL AS HE HAS SOME QUESTIONS FOR THE INVESTIGATOR. PHYLLIS CLAY
CHRI.CAME	Christopher	Closed-No Violation	Complaint	1/31/2024	On 1/31/2024 this writer re-inspected the property. I did not observe any chicken activity in this area. Evidentiary photos taken of the property and attached to the case file.---C/O-- -Chris Cameron

10/19/2023, [CEC-2023-4990](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-No Violation	Complaint	10/20/2023	On 10/20/2023, I inspected the property due to a citizen's complaint to observe what appears to be an older wooden privacy fence with one slat broken from the top of the fence. No chickens could be seen and/or heard at the time of the inspection. I left my card as a means to make contact with the property owner. I will be placing this case in monitoring status to also make contact with the complainant. Inspection photos have been attached to the case file. - Patricia Boatwright

10/19/2023, [CMA-2023-1413](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Closed-Owner Corrected	Magistrate Violation	10/19/2023	2023/10/17 On 10/16/2023, I inspected this property based on a citizen complaint for roosters on the property and the rooster/chicken coop not meeting setbacks. The complainant also stated that the roosters crow at all hours of the day/ night disturbing his sleep. This property is 0.28 acres and is zoned RL-3. I met with Micheal Garfinkle (complainant) on his property, 522 Sharon Hill Ct. Micheal voluntarily signed a consent form allowing access onto his property to inspect and obtain photos of his neighbor's property. I was unable to observe any roosters/chickens in the neighbor's yard due to the privacy fence between the yards; However, I could hear the roosters crowing consistently. LDC Section 222 E (2) states: Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. I was able to observe the top of the chicken coop from my view from the complainant's back yard. The coop is located towards the back left corner of the property. I am unable to determine if the chicken coop is 50 feet away from the property line. I am currently unable to determine if this property is in violation of a setback due to not being able to clearly observe the distance of the chicken coop to the property line. I will attempt to contact the property owners at 520 Sharon Hill Ct, in hopes to obtain clearer photos of the chicken coop. I will continue to monitor this property pending further investigation. Inspection photos and consent form uploaded. - Elena Negron

10/19/2023, [CMA-2023-1413](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Closed-Owner Corrected	Magistrate Violation	10/19/2023	Note 10/19/2023: After further investigation and consulting with Investigator Steven Cote, I was advised to continue with the violation for this property. I searched this property on the Polk County Property Appraiser (PPA) website to observe that it is 0.28 acres and is 80 feet wide. Per the Land Development Code (LDC) Section 222 E (2) Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. I have concluded that because the property is only 80 feet in width; the chicken/rooster coop is in violation of the 50 feet set back from the neighboring residential property lines. Inspection photos and snip of the PPA website uploaded. – Elena Negron
ELEN.DEJE	Elena	Closed-Owner Corrected	Magistrate Violation	11/6/2023	Phone Call 11/06/2023: Received a call from Sherry Sawyers, (Homeowner) who advised that the chicken coop was removed off the property. Sherry sent a photo of her backyard showing the chicken coop was removed. Respondents' photos uploaded. - Elena Negron

10/27/2023, [CNU-2023-1498](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-Owner Corrected	Nuisance Violation	12/4/2023	On 12/04/2023, I met with the tenant at the property. She voluntarily signed the Consent Form, allowing me access to her property to inspect and obtain photos. I walked the property with the tenant. I observed loose sheet metal, building materials such as wood, fencing materials (in good condition), containers for food (in good condition), insulation boards, a metal sink (in good condition), tires, buckets, and other miscellaneous items. The tenant advised that they are going to build an outdoor kitchen, hence the building materials and metal sink. She also advised that they are going to build a chicken coop. I advised her to make sure she obtains the appropriate building permits, and all structures meet setbacks. I advised her which items needed to be removed to gain compliance. She advised that she will have the items removed within one week. Inspection Photos 12/04/2023 and Consent Form uploaded. – Thomas Graziano

11/2/2023, [CEC-2023-5158](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Closed-No Violation	Complaint	11/6/2023	On 11/03/2023, I inspected this property based on a citizen complaint for garbage in the yard and the smell of feces. I observed a small amount of junk and debris (J/D) scattered in the yard. The J/D consists of pieces of paper, a metal fence, 2 outdoor coolers, a few small black indoor trash cans, and other small miscellaneous items. While inspecting this property I did observe a few chickens and at least two dogs. I did not observe any feces from my view curbside as well as the smell of feces. The trash I observed is not enough to generate a J/D case, however I will monitor this property to ensure the property remains compliant. Inspection photos uploaded. – Elena Negron
ELEN.DEJE	Elena	Closed-No Violation	Complaint	11/22/2023	On 11/22/2023, I continued to monitor this property. I observed several small items scattered on the property, still not enough to generate a nuisance case for junk and debris. I observed a large pig on the property as well as some chickens. I did not observe any feces or the smell of feces on the property. This case will be closed unfounded. Inspection photos 11/22/2023 uploaded. – Elena Negron

11/15/2023, [CEC-2023-5288](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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MEGA.WORL	Megan	Closed-No Violation	Complaint	11/21/2023	On 11/20/2023, I conducted an inspection due to a complaint of chickens. I did not observe chickens anywhere on the property. Closing case as unfounded. Inspection Photos uploaded. - Megan Worley
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11/16/2023, [CEC-2023-5293](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
STEV.COTE	Steven	Closed-No Violation	Complaint	1/8/2024	01/05/2024 I inspected the property and observed 1 free-range fowl on the property. I researched the parcel and found it to be over an acre in size and zoned as a A/RR parcel. According to section 222 there are no regulations on containing any fowl on parcels in A/RR and over 1/2 acre. Steve Cote

11/17/2023, [CEC-2023-5308](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	11/20/2023	On 11/20/2023, I met with the property owner (complainant, Mr. Lloyd) at his property. He voluntarily signed a Consent Form, allowing me access to the property to inspect and obtain photos of the neighboring property. Mr. Lloyd advised multiple times that he has no issues with the chickens or the goats. However, the pigs smell foul and he would like them to be relocated. The property is zoned RL-1 and is 0.8 acres in size. I photographed the animals, which are less than fifty feet from the property line. Mr. Lloyd confirmed again that he is accepting of the chickens and goats that are housed less than fifty feet from the property line, but he would like to have the pigs addressed. Mr. Lloyd also advised that the property owners moved into the property approximately three months ago and placed the animals there approximately one month ago. While investigating the complaint, I spoke briefly with the property owner of the animals. He invited me to his property. I advised him that I will be there shortly. I advised Mr. Lloyd that I will see if the property owner will voluntarily relocate his pigs as opposed to citing the property. Mr. Lloyd thanked me for addressing his concerns. Inspection Photos 11/20/2023 and Consent Form uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	11/20/2023	Phone Call 11/20/2023: I contacted Mr. Lloyd. I advised him that Mr. Garcia advised that he will sell the pigs over the next few weeks. Mr. Lloyd thanked me and confirmed that he has no issues with the chickens and goats remaining in their current location. – Thomas Graziano

11/20/2023, [CEC-2023-5329](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	12/12/2023	On 12/12/23, Investigator Hubbard and I inspected the property based on a complaint of a rooster. We had no legal visible access to the back yard as there was a privacy fence surrounding the back yard. There was no rooster heard. Investigator Hubbard attempted to contact the resident(s); however, there was no answer at the door. Investigator Hubbard left a business card for a return call. Monitoring. - Mike Creamer
MICH.CREA	Michael	Closed-No Violation	Complaint	12/29/2023	On 12/29/23, Investigator Hubbard and I met with Property Owner Vicky Lane (863-581-2393) and re-inspected the property. Mrs. Lane advised that they removed the rooster from the property about two weeks ago after a neighbor complained. Subsequently, there is no violation. Case closed. - Mike Creamer

11/20/2023, [CMA-2023-1532](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	11/20/2023	2023/07/14 Inspected location on 7/13/23 and did not observe a chicken coop. Will call complainant to observe violation from their property. Took (3) photos. - Lisa Harris
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	1/2/2024	Called Sharon back this date 1/2/24 regarding chickens. She is wanting to know if there are other options for the side yard setbacks they can not meet. I advised they would need to contact the Planning Division.- Lisa Harris
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	1/9/2024	Received email from Mr. Hays, Land Development advising since this property is A/RRX the owner is permitted to have chickens. Therefore, this case is closed. CO - Lisa Harris

11/21/2023, [CMA-2023-1535](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CODETEMP	Code	Non-Compliance	Magistrate Violation	12/11/2023	Charles Dubose@ 863-513-9920 would like a copy violation and notes on case CMA-2023-1535. The email address is Chickenfoot57@gmail.com Phyllis Clay

11/27/2023, [CEC-2023-5377](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	12/12/2023	On 12/12/23, Investigator Hubbard and I met with Property Owner Hiram Santiago (863-409-2128) and inspected the property based on a complaint of roosters. When advised of the complaint, Mr. Santiago stated that he did have several roosters and chickens contained within a pen and led us into the gate of his back yard. We observed a pen in the east side of his back yard and several roosters could be heard. We explained the ordinance covering fowl and advised him that his yard not large enough, per the ordinance. Mr. Santiago advised that he will have them all removed within the next two weeks and would call Investigator Hubbard for a re-inspection once they have been removed. Monitoring. - Mike Creamer
RAND.HUBB	Randey	Closed-No Violation	Complaint	12/20/2023	On 12/20/23 after receiving a call from the property owner Hiram Santiago advising me that the chickens and roosters have been removed. I re-inspected the property to observe that they have been removed. Case Closed. - Randey Hubbard

12/7/2023, [CEC-2023-5475](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JESS.PHIL	Jessica	Closed-No Violation	Complaint	12/8/2023	12/08 I inspected the property and believe the chickens belong to 4814 Fleetwood as that's where the coop is located. Monitor - Jessica Phillips
JESS.PHIL	Jessica	Closed-No Violation	Complaint	1/3/2024	01/03 It was determined the chickens belonged to the neighbors. Close unfounded - Jessica Phillips

12/8/2023, [CEC-2023-5482](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	12/18/2023	On 12/18/23, I inspected the property and observed no violation. I did not observe any chicken or chicken coop. Additionally, I did not hear any chickens. Compliance photos downloaded to the case file. Case closed. - Sandra Wing-Tolleson

12/8/2023, [CMA-2023-1595](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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JESS.PHIL	Jessica	Closed-Owner Corrected	Magistrate Violation	12/8/2023	12/08 I inspected the property which is approximately 50 feet from the complainant's address. I located chickens roaming throughout the fenced back yard and a coop sitting in the rear yard. The property is zoned RCC-RX and is .29 acres which requires a 50 feet setback for the coop from the property lines. Prepare NOV for mailing. - Jessica Phillips
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12/11/2023, [CEC-2023-5506](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CHRI.CAME	Christopher	Violation Case Generated	Complaint	1/9/2024	Checked the system for permits (chicken coop) and found none. Will conduct a site visit and obtain photos. -Chris Cameron

12/14/2023, [CMA-2023-1623](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Closed-Owner Corrected	Magistrate Violation	12/14/2023	On 12/12/2023, I inspected this property. I observed a structural maintenance ordinance (SMO) violation. The SMO violation consists of several broken/cracked windows on the structure. SMO Section 8: Exterior Structure (L) - Window, skylight and door frames: Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight. These windows have not been kept in good condition, good repair and weather tight. I also observed two large holes/cutouts on the exterior wall of the structure. I also observed several chickens entering/exiting through these holes/cutouts. SMO Section 8: Exterior Structure (D). Foundation walls: All foundation walls shall be maintained free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests. The foundation walls are not free from open cracks and breaks and maintained in a condition as to prevent the entry of rodents and other pests. Inspection photos uploaded. - Elena Negron

12/14/2023, [CMA-2023-1625](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Closed-No Violation	Magistrate Violation	12/14/2023	On 11/02/2023, A citizen complaint was generated on this property (CEC 2023-5158) for the smell of animal feces on the property as well as junk and debris. I monitored this property on several different days of the week and at different times of the day. This complaint was eventually closed unfounded due to not observing the smell of animal feces on the property. On 12/12/2023, I inspected this property while in the area. I observed a large pig/boar on the property. I also observed what appeared to be the pig/boar's cage/pen. I observed the pen on the side of the property up against the fence. This property is 0.16 acres and is zoned RL-3. Land Development Code (LDC) Section 222- E (2) Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. The caged/pen I observed was not 50 feet from the neighbor's residential property lines. Inspection photos uploaded. - Elena Negron

12/18/2023, [CEC-2023-5567](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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RAYM.ELDR	Raymond	Closed-No Violation	Complaint	12/27/2023	On 12/18/2023, this complaint was created. Based on the Polk County Land Development Code, Chapter 2, Section 222 (E): Code enforcement action of this subsection (222 E.) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained. A search of Accela indicated that the complainant lives approximately 310 feet from the complaint address. Complaint closed as the complainant does not live with 250 feet of the complaint property. SNIP of complainant property compared to the complainant properties uploaded. -Raymond Eldridge
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1/3/2024, [CEC-2024-20](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	1/8/2024	Inspection 01/08/2024: On 01/08/2024, I inspected this property in response to a complaint. During the inspection, I observed that the chicken coop from complaint CEC-2023-4438 remains fifty feet from the property lines. At the time of the inspection, I did not observe any other chicken coops. I will continue to monitor this property to gather more evidence. Inspection photos uploaded. - William Evans
JANI.ALB	Janie	Closed-No Violation	Complaint	2/23/2024	Sandy Martin, complainant, 863-666-2766 states the chicken coop is back at her fence line again and states the offender is harassing her ever since she reported the chicken coop. Complainant states she has cancer and the smell of the chickens really makes her sick and needs assistance getting the coop moved. I told her if the neighbor is harassing her to call the Sheriff's Office. Also gave her Investigator Evens' phone number. Janie Albin

1/8/2024, [CEC-2024-101](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	1/19/2024	Inspection 01/19/2024: On 01/19/2024, I inspected this property in response to a complaint. I observed the fruit stand that is stated in this complaint. However, it appears that the fruit stand may be on the neighboring parcel, which is 2939 Skyview Dr., which contains a convent store. Additionally, at the time of the inspection, I did not observe any chicken coops or chickens. I will monitor this complaint to gather more evidence. Inspection photos uploaded. -William Evans
WILL.EVAN	William	Closed-No Violation	Complaint	2/1/2024	Monitoring 02/01/2024: On 02/01/2024, I continued to monitor this property. I observed that the fruit stand is on the parcel that contains a convent store at 2939 Skyview Drive. Additionally, produce stands are exempt as per LDC, Chapter 2, Section 207 - Temporary Uses, 4. Booths, platforms, and stands used for the selling flowers, fruits, vegetables, and firewood, (Flowers, firewood, fruits, and vegetables that are grown or cultivated on-site are exempt from the requirements of this section), also known as "Produce Stands". Furthermore, I did not observe any chicken coops on either property. Therefore, this complaint will be closed. Monitoring photos uploaded. -William Evans

1/10/2024, [CEC-2024-122](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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WILL.EVAN	William	Violation Case Generated	Complaint	1/19/2024	Inspection 01/19/2024: On 01/19/2024, I inspected this property in response to a complaint. During the inspection, I observed what appeared to be an animal pen on the left property line. The pen is a wooden box with a white roof and wire fence on the front. At the time of the inspection, I did not observe any chickens around and near the pen. I left a door hanger with my contact information, requesting that the property owner contact me. I will monitor this complaint to give the property owner time to contact me. Inspection photos uploaded. -William Evans
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1/10/2024, [CEC-2024-123](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CHRI.CAME	Christopher	Closed-No Violation	Complaint	1/12/2024	Inspected location this date 1/12/24 and took (4) photos showing no chickens. CO - Chris Cameron

1/16/2024, [CEC-2024-155](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	1/19/2024	Inspection 01/19/2024: On 01/19/2024, I inspected this property in response to a complaint. During the inspection, I observed what appeared to be an animal pen on the left property line. The pen is a white box with an opening in the front. At the time of the inspection, there were chickens around and near the pen. I left a door hanger with my contact information, requesting that the property owner contact me. I will monitor this complaint to give the property owner time to contact me. Inspection photos uploaded. - William Evans

1/16/2024, [CEC-2024-161](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MEGA.WORL	Megan	Closed-No Violation	Complaint	1/19/2024	On 01/19/2024, I inspected the property due to a complaint of roosters and chickens. I did not hear or observe chickens or roosters. Per case notes it says to reference back to old complaint case CEC-2023-1469. The chicken coop that was present in the old case is currently not present on the property. Closing case as unfounded. Inspection Photos uploaded. - Megan Worley

1/18/2024, [CEC-2024-210](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
RAND.HUBB	Randey	Closed-No Violation	Complaint	2/14/2024	02/14/2024 I received a call from the owner (Ashfaq Ahmad) 813-545-5333. He said he was at the property and wanted to meet me there. I met him this afternoon and he advised that the tenant/complainant (Lorenza Fowler) moved out on January 25th 2024. The property was empty and he showed me that he made all the correction needed for the violations. No Violations Remain. Case Closed. - Randey Hubbard

1/22/2024, [CMA-2024-69](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CHRI.CAME	Christopher	Closed-Owner Corrected	Magistrate Violation	1/22/2024	2024/01/09 Checked the system for permits (chicken coop) and found none. Will conduct a site visit and obtain photos. -Chris Cameron
CHRI.CAME	Christopher	Closed-Owner Corrected	Magistrate Violation	1/22/2024	Inspected location this date 1/22/24 and took (3) photos. Nice chicken coop(s). However, I did not observe any chickens. Send notice - Chris Cameron

1/22/2024, [CMA-2024-69](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	2/1/2024	Received call from respondent this date 2/1/24 advising the chickens belong to him and his neighbor. I advised I can come out next week, he stated that was fine. He can be reached at 712-4578.He stated they are service animals for his child. I advised we would need a letter from the doctor's office. - Chris Cameron

1/29/2024, [CEC-2024-387](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	2/5/2024	On 2/5/24, I inspected the property and observed a chicken coop and a pig stall with one pig. The chicken coop and the pig stall are 50 feet from all property lines, therefore there is no violation. This property sits on a property that is surrounded by water which belongs to the HOA that is no longer exists. I spoke with the property owner Jennifer Kimbrell (903-278-0836), who stated that the pig is a show pig for her daughter and it will be off the property March 12. The other pig was gone last week. She also stated that her daughter usually places sulfur on the grounds to keep the smell down, but the supply is low and they haven't been able to buy some. She also stated the she has put the turkeys for sale on Facebook. She understood the ordinances and that is why the coop and pen are placed where they are. The property has .47 acres. Inspection photos downloaded to the case file. Case closed. - Sandra Wing-Tolleson

2/1/2024, [CMA-2024-144](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed - Owner Corrected	Magistrate Violation	2/1/2024	2024/01/19 Inspection 01/19/2024: On 01/19/2024, I inspected this property in response to a complaint. During the inspection, I observed what appeared to be an animal pen on the left property line. The pen is a wooden box with a white roof and wire fence on the front. At the time of the inspection, I did not observe any chickens around and near the pen. I left a door hanger with my contact information, requesting that the property owner contact me. I will monitor this complaint to give the property owner time to contact me. Inspection photos uploaded. -William Evans
WILL.EVAN	William	Closed - Owner Corrected	Magistrate Violation	2/1/2024	Inspection 02/01/2024: On 02/01/2024, I inspected this property and observed that there is a chicken coop located on the left side of the property. This is a violation of LDC, Chapter 2, Section 222 – Agricultural, E. Livestock and Fowl in Residential Neighborhoods, 2. Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. Inspection photos uploaded. -William Evans

2/2/2024, [CEC-2024-487](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
RAND.HUBB	Randey	Closed-No Violation	Complaint	2/13/2024	On 02/13/24, I inspected the property based on a citizen complaint of chickens running around in the front yard. No fowl was observed or heard. There also was a complaint of junk and debris in the front yard. There was no evidence of that and a swimming pool that is not being taken care of, from my legal access there was no visible evidence. I attempted to contact the property resident(s). There was no answer at the door, I left a business card for a return call. Monitoring. – Randey Hubbard

2/2/2024, [CEC-2024-487](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
RAND.HUBB	Randey	Closed-No Violation	Complaint	3/26/2024	03/26/2024 I re-inspected the property based on a citizen complaint. I went to the front door and spoke with the owner (Richard Stephens). He advised me that the chickens were not his and they run free range all over the neighborhood. I did not observe any junk and debris in the front yard. I did observe some items in a trailer in the front yard. He explained they were hunting items such as tree stands that were all cover up with tarps. I did mention my concerns of the pool water but had no legal visible access to see the pool. He said he would make note of my concerns but did not give me consent to get into his back yard. I did drive around back of the property to get consent from the complainant (Michael Stephenson) at 141 Hampden Rd Se Winter Haven. He was not at home; I did leave a card at the front door. There was no phone number in the file. I did observe that he had a 6' wood fence between the two properties. Therefore, I would still not have any legal visible access. Case Closed. - Randy Hubbard

2/3/2024, [CEC-2024-494](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ALLI.SIDO	Allison	Closed-No Violation	Complaint	5/30/2024	Phone Call Received/Made and Text Message Received 05/30/2024: Ms. Briggs called indicating that she had spoken with the Building Division regarding the expired permits. Ms. Briggs informed me that two of the permits are for structures that no longer exist and the other two are for chicken coops. Ms. Briggs stated that to her understanding she does not need permits for chicken coops. I inquired about coming to the property and seeing the structures. Ms. Briggs indicated she would not be home but that she could send photos of the structures. I advised Ms. Briggs about speaking with the Building Division reference closing the permits for the structures that do not exist. I also advised Ms. Briggs that I would call her back after looking at the permits. I called Ms. Briggs back and advised her that I would look further into agricultural exemptions for the chicken coops and get back to her. Ms. Briggs indicated that she would as well look into qualifying her property for agricultural exemptions as her property is already homesteaded. Ms. Briggs also indicated that she would be speaking with the Building Division again to close out the expired permits. Ms. Briggs sent via text message three(3) photos of the structures that depict a large chicken coop. -Allison Sidor

2/7/2024, [CEC-2024-592](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	3/5/2024	Monitoring 3/4/2024: On 3/4/2024, I continued to monitor this complaint. During the investigation, I observed that the violations I had spoken about with the property owner had been corrected. However, during this investigation, I observed two chicken coop like structures along the rear property line. I observed a chicken in the coop like structure on the right. I will call the property owner to inform her that chicken coops are required to be fifty feet from the property line. Monitoring photos uploaded. -William Evans
WILL.EVAN	William	Closed-No Violation	Complaint	3/8/2024	Phone Call 3/8/2024: I received a call from the property owner. I advised her the issues on her property had been corrected except for a chicken coop less than fifty feet from the rear property line. She stated that she would remove the coop and requested a month to remove it due to needing help. I agreed to give her one month. -William Evans

2/7/2024, [CEC-2024-592](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	4/16/2024	Monitoring 4/16/2024: On 4/16/2024, I continued to monitor this complaint. During the inspection, I observed that the chicken coop remained. While conducting the investigation, I spoke with a Hispanic male. He did not speak English very well, so I gave him one of my cards and requested that he have the property owner contact me. Monitoring photos uploaded. -William Evans
WILL.EVAN	William	Closed-No Violation	Complaint	5/28/2024	Monitoring 5/28/2024: On 5/28/2024, I continued to monitor this property. I observed that the chicken coop had been removed. Additionally, in reference to the leaning RV, The RV is leaning; however, it does not appear to be disabled or abandoned. Therefore, this complaint will be closed. Compliance photos uploaded. -William Evans

2/7/2024, [CEC-2024-598](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	2/19/2024	Inspection 2/19/2024: On 2/19/2024, I inspected this property in response to a complaint. During the inspection, I observed junk and debris throughout the property. The junk and debris consisted of an aquarium, unbagged trash, tires, and other miscellaneous items. While taking photos, I spoke with George Peterson, who is the property owner. I informed him of the violations on the property. He stated that he would clean up the property. There were also chickens roaming the yard. However, I did not observe a chicken coop from my legal viewpoint. I will monitor this property to give the property owner time to correct the violation. Inspection photos uploaded. -William Evans

2/8/2024, [CNU-2024-116](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JANI.ALB	Janie	Closed-Owner Corrected	Nuisance Violation	2/16/2024	Another neighbor, Rosalba Alvarez, 903 Jere Circle, Lakeland, 863-934-8920 called today saying there are bulls, pigs, chickens and cows on this property. They are knocking the fence down and she is afraid the bulls will come on her property. She states there are 2 cows and 2 bulls. The chickens and pig roam freely. Janie Albin

2/12/2024, [CEC-2024-674](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JANI.ALB	Janie	Violation Case Generated	Complaint	2/20/2024	Complainant called again today. She is willing to let Investigator come in her backyard to view the chicken/rooster pen that is right on her back fence. She says when it is hot she cannot sit out back because of the smell. Janie Albin
STEV.COTE	Steven	Violation Case Generated	Complaint	2/21/2024	02/20/24 I inspected the property through the neighbor's rear yard after obtaining a consent form. I observed a chicken coupe within a few feet of two property line on this parcel. I was able to see over the fence due to the elevation of the property near the pool. This parcel is less than a quarter acre and is zoned RL-4 which requires all coupes, feed and manure to be 50 feet from all property lines. I also observed several small pile of junk and debris within the rear yard. Service rep will prepare a NOV/NOH for section 222 E. Steve Cote

2/21/2024, [CMA-2024-264](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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STEV.COTE	Steven	Closed-Owner Corrected	Magistrate Violation	2/21/2024	2024/02/21 02/20/24 I inspected the property through the neighbor's rear yard after obtaining a consent form. I observed a chicken coupe within a few feet of two property line on this parcel. I was able to see over the fence due to the elevation of the property near the pool . This parcel is less than a quarter acre and is zoned RL-4 which requires all coupes, feed and manure to be 50 feet from all property lines. I also observed several small pile of debris within the rear yard which appear to be related to the chicken feed of manure. Service rep will prepare a NOV/NOH for section 222 E. Steve Cote
STEV.COTE	Steven	Closed-Owner Corrected	Magistrate Violation	2/21/2024	2024/02/20 Complainant called again today. She is willing to let Investigator come in her backyard to view the chicken/rooster pen that is right on her back fence. She says when it is hot she cannot sit out back because of the smell. Janie Albin
STEV.COTE	Steven	Closed-Owner Corrected	Magistrate Violation	3/15/2024	03/15/2024 Daniel Purdy 904-955-7032 Called stating he will have the chickens removed this weekend and will contact me for an appointment to inspect. Steve Cote
FELI.RAMO	Felix	Closed-Owner Corrected	Magistrate Violation	4/16/2024	On 3/26/2024 Investigator Cote and I, re-inspected the property and found it to be in compliance with the ordinance. The chicken coop has been removed and the chickens no longer appear to be on the property. Felix Ramos

2/26/2024, [CEC-2024-925](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	3/5/2024	Inspection 3/5/2024: On 3/5/2024, I inspected this property in response to a complaint. During the inspection, I did not observe any chicken coops on this property. As per this complaint stating free roam chickens, there is no ordinance that addresses free roam chickens. While conducting the investigation, I observed materials meant for a re-roofing project being stored on the rooftop of the house. A search of the Accela database indicates that re-roof permit BT-2024-2423 has been obtained. As this property is not in violation, this complaint will be closed. Inspection photos uploaded. - William Evans

2/26/2024, [CMA-2024-295](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Closed-Owner Corrected	Magistrate Violation	2/26/2024	On 02/26/2024, I inspected this property based on a citizen complaint for roaming chickens that are digging up the neighbor's property. This property is 0.19 acres and is zoned (RL-3) Residential Low. I observed chicken coop on the rear side of this property and approximately three chickens. I observed all three chickens walking outside of the property including in the street. I also observed that this property does have a fence along most of the property line except for where the driveway and walkway start. I observed a portion of the fence has panels either missing and/or broken. The Polk County Land Development Code (LDC) Section 222 E 1 and 2 states: 1 Livestock shall be contained within fenced areas. 2 Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. The chickens I observed were not contained within a fence area and the chicken coop were not at least 50 feet from residential property lines. This property is in violation of LDC 222 E 1 and 2. This property Is also in violation of LDC 210 A (5) for the broken fence - which states: In general, the design of fences shall be in keeping with neighborhood appearance. Inspection photos uploaded. - Elena Negron

2/26/2024, [CMA-2024-295](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Closed-Owner Corrected	Magistrate Violation	3/27/2024	On 03/27/2024, I re-inspected this property. I observed the violation has been corrected. I observed the fence has been repaired and I did not observe any chickens on the property. I spoke with the complainant (Destinee Newcom) who advised that she hasn't seen or heard any chickens on or around the property in over a week. This violation will be closed as owner corrected. Re-inspection photos uploaded. - Elena Negron

2/27/2024, [CEC-2024-953](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ALLI.SIDO	Allison	Closed-No Violation	Complaint	3/20/2024	On 03/08/2024, I inspected this property based on a citizen complaint. I observed the property with a privacy fence around the backyard. I heard approximately five(5) rooster crows while conducting my inspection but was unable to determine the location. I will reach out to the complainant. Inspection photos 03/08/2024 uploaded. -Allison Sidor
ALLI.SIDO	Allison	Closed-No Violation	Complaint	3/20/2024	Phone Call Made/Received 03/19/2024: I called complainant and inquired about the ability to see the roosters. Ms. Chapman informed me that she is the Homeowners' Association (HOA) manager. Ms. Chapman indicated that she would give HOA board member, Rob, my contact information so he could reach out to me. Ms. Chapman informed me that having chickens on the property is against the HOA by-laws. I advised Ms. Chapman that the county enforces county ordinances not HOA by-laws; any enforcement of the HOA by-laws would be a civil matter between the HOA and the property owner. Ms. Chapman expressed her concern about the noise and if the county cannot pursue the chickens on the property that the county could pursue the noise of the roosters. I advised Ms. Chapman that I will look into this further and try to reach out to the property owner. Ms. Chapman called me back and informed me that HOA board member, Rob, indicated that he observed the complaint property bringing an escaped rooster back to the property. -Allison Sidor
ALLI.SIDO	Allison	Closed-No Violation	Complaint	3/20/2024	On 03/19/2024, I continued to monitor this property. While attempting to leave a door-hanger, an unidentified male answered the door. I informed him of the complaint and inquired if there were chickens on the property. The male indicated that he was new to the area and he did not have chickens. It should be noted that there was what seemed to be a language barrier between the male and myself. I heard approximately three(3) rooster crows, that I perceived to be louder when next to the property. I will continue to monitor this property. Inspection photos 03/19/2024 uploaded. -Allison Sidor
ALLI.SIDO	Allison	Closed-No Violation	Complaint	3/27/2024	On 03/26/2024, I continued to monitor this property. I stayed approximately ten(10) minutes and took a five(5) minute video. I was unable to hear rooster crows at the time of the inspection. It should be noted that the video is too large to upload to the case. I will continue to monitor this property. Inspection photos 03/26/2024 uploaded. -Allison Sidor
ALLI.SIDO	Allison	Closed-No Violation	Complaint	4/8/2024	On 04/04/2024, I continued to monitor this property. I was unable to observe the presence of chickens. I waited approximately five(5) minutes and did not hear a rooster crow. It should be noted that I have not received a call back from the HOA manager. This complaint will be closed owner-corrected. Inspection photos 04/04/2024 and video uploaded. -Allison Sidor

3/4/2024, [CEC-2024-1039](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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CO000968	Lisa	Violation Case Generated	Complaint	3/27/2024	Send letter under LDC Section 222 (E).Livestock and Fowl in Residential Neighborhoods (Revised 2/5/19 Ord. 19-008; 12/15/15; Ord. 15-080; 1/10/12; Ord. 12-001) This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential neighborhoods. Code enforcement action of this subsection (222 E.) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained. The following provision apply to only residential properties less than ½ acre (21,780 square feet) in size and do not apply to any property within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. These provisions do not apply to the good faith commercial agricultural use of land (bona fide agricultural purposes), as defined in F.S. § 193.461. 1.Livestock shall be contained within fenced areas.2.Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines.3.The storage of animal waste shall be located at least 50 feet from neighboring residential property lines.4.Show animals and educational projects shall be exempted from the requirements for pens in Section 222 E.2, provided the manure setback requirement in Section 222 E.3, can be met.5.Relaxation of the standards set forth in this section may be approved by the Land Use Hearing Officer through the process provided in Section 930 of this Code. Remedy: If requirements can not be met - remove farm animals Contact Polk County Land Development for further details
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3/5/2024, [CEC-2024-1052](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Closed-No Violation	Complaint	4/16/2024	On 04/16/2024, I inspected this property based on a citizen complaint for chickens, roosters and ducks trespassing onto other properties. I observed several chickens/ roosters on this property. I observed the chickens/ roosters were all enclosed on the property within a metal fence. The metal fence surrounds the entire property. I did not observe any holes and/or breaks in the fence allowing the chickens/roosters to escape. Per the Land Development Code (LDC) Section 222 E (1) - Livestock shall be contained within fenced areas. This complaint will be closed as unfounded. Inspection photos uploaded – Elena Negron

3/8/2024, [CEC-2024-1121](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Violation Case Generated	Complaint	4/8/2024	On 04/05/2024, I met with the complainant at her residence. She voluntarily signed the Consent Form, allowing me access to her property to obtain photos of the neighboring property. I observed a newly constructed carport on the neighboring property. I also observed a make shift lean-to like structure with a rigid roof on top near the fence line. Furthermore, I observed an addition on the existing shed in the backyard. All of these aforementioned structures require a building permit. A search of the Accela database indicated that there was no building permit applied for or issued for these structures. Furthermore, I observed a make shift temporary tent-like structure near the corner of the fence line. This structure would not require a building permit as it is temporary in nature. However, the complainant advised that there is electric installed to in the tent. The complainant advised that the structures are newly constructed, within the past few months. I also observed a chicken coop, which may not require a building permit as the chickens may be used for agricultural purposes. The complainant advised that she has no issues with the chicken coop. I also observed junk and debris located throughout the property. The junk and debris included but was not limited to tires, construction material in poor condition, bicycles and bicycle parts in poor condition, and other miscellaneous items. I advised the complainant that I previously worked case CMA-2023-1624, which was closed earlier this year for building without a permit. Therefore, I have contact information for the property owner, as this is a rental property. I searched Google Earth and the Property Appraiser's website to verify that these structures were newly constructed. I will contact the property owner. Consent Form, Inspection Photos 04/05/2024, Snips of Google Earth, and Property Appraiser's Aerial Map uploaded. – Thomas Graziano
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3/11/2024, [CEC-2024-1152](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CODETEMP	Code	Violation Case Generated	Complaint	3/13/2024	Complainants is calling to add to complaint regarding loose chickens not in a coop and poles and nets can be seen from the road. J/D in the front of the property that is an eyesore. J/D in backyard that can be seen from the neighbors backyard. Please contact complainant for access. -Isis Zayas
CODETEMP	Code	Violation Case Generated	Complaint	3/15/2024	Chicken coop made with poles and netting that are about 7 or 8 feet tall that can be seen from the road. Septic tank must have the lid off because the smell is bad. Explained to the complainant that the investigator will get to her complainant as soon as he returns to his case load. Left a voice message for the investigator. Will follow up with an email. Complainant stated she will continue to call until someone comes out to investigate. -Isis Zayas

3/11/2024, [CEC-2024-1152](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Violation Case Generated	Complaint	3/19/2024	On 3/19/2024, I met the complainant (Cynthia Hall) to conduct an inspection from Her property. To begin, I had Mrs. Hall sign a consent to enter form allowing me to conduct the inspection. I then observed the property in question is surrounded by a privacy fence. Additionally, Mrs. Hall's property is also surrounded by a privacy fence. I heard a faint noise which would be consistent with the sound of a chicken. However, I was unable to visibly see the chickens or the backyard due to the privacy fence. The complainant then pointed out an accessory structure which could be seen above the fence advising she believes the structure was in poor condition. Being that I did not have a full view of the structure I was unable to determine its condition. A search of the Property Appraiser's site shows the structure was added in between 2020 and 2023. I then searched the Accela database to observe no permits listed for the structure. I will be requesting a fly over of the property before opening a case for building without a permit. Inspection photos have been added to the case file. - Patricia Boatwright

3/13/2024, [CEC-2024-1176](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CHRI.CAME	Christopher	Closed-No Violation	Complaint	3/20/2024	On 3/18/2024 this writer conducted an initial investigatory inspection of this property based on a received complaint for loose chickens and building without permits for structures in the backyard. Upon my inspection I could not observe anything in the rear of the lot due to a privacy fence. I could not hear or see chickens anywhere in the area. Evidentiary photos taken of the property and attached to the case file.---Chris Cameron
CHRI.CAME	Christopher	Closed-No Violation	Complaint	4/21/2024	On 4/19/2024 this writer made contact with the respondent concerning building without permits and housing chickens. The respondent stated the chickens are free range and not hers. When I asked about building without a permits she said she they're not building anything that requires permits. I asked if I could get a photo of the backyard and she stated she was just leaving and I would have to come back. Evidentiary photos taken of the property and attached to the case file.---Chris Cameron
CHRI.CAME	Christopher	Closed-No Violation	Complaint	5/14/2024	On 5/9/2024, this writer conducted a re-check of the property whereby I found no evidence of any chickens. The privacy fence does not provide a sufficient vantage point to allow me to see in the backyard. As such, I am unable to see if they have built anything that requires a permit, however a review of the Accela database does show any evidence of any new or recently applied for building permits. Based on a lack of evidence the case will be closed.---Chris Cameron

3/20/2024, [CEC-2024-1278](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	3/27/2024	On 03/26/24, I inspected the property and did not observe any roosters sounds. I spoke with the Property Owner, 863-600-7857, who explained that she only has one rooster who stays in a fenced in area in the rear yard. We agreed to meet this Friday, 03/29/24, at 4pm to do some measurements and to obtain some photos. Inspection photos downloaded to the case file. Monitoring. - Sandra Wing-Tolleson

3/20/2024, [CEC-2024-1278](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	4/1/2024	On 03/29/24, I met with the Property Owner at her residence. I advised that the chicken coops would need to be 50 feet off all property lines. She stated that she knows who the complainant would be and that if she moved the chicken coop 50 feet from the property lines, then the chicken coops would be closer to the complainant. I advised that I will reach out to my supervisor for direction. Inspection photos downloaded to the case file. Monitoring. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	4/11/2024	PHONE: On 04/11/24, I spoke with the Property Owner regarding the requirements for all the chicken coops must be 50 feet from all property lines. I directed her to Polk County Municode as she inquired as to where the ordinance was located.- Sandra Wing-Tolleson

3/21/2024, [CEC-2024-1306](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	4/16/2024	On 04/16/24, I inspected the property and observed free roaming chickens and a dog on the property. I observed a travel trailer on the West side of the property. It did not appear occupied. I also observed some trash along the fence line on the West side of the property. Inspection photos downloaded to the case file. Monitoring. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	5/31/2024	On 05/31/24, I inspected the property and observed several chickens roaming throughout the property. I also observed a dog under a truck in the front of the property. The chicken coop in the rear appears to be 50 feet from the lines. I will reach out to one of the neighbors for a better view. I did not observed an overflowing septic tank nor any smell. I did not observe any tras. Inspection photos downloaded to the case file. Monitoring. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	6/26/2024	On 6/26/24, I inspected the property and spoke with the Property Owner through the interpretation of her daughter. I was able to inspect that the RV is not occupied. I also observed that the chicken coop is 50 feet from the property lines. I also spoke with them regarding the trash. I was able to pet the dog and the issued with the dog fights would need to be address with Animal Control. Inspection photos downloaded to the case file. - Sandra Wing-Tolleson

3/21/2024, [CEC-2024-1318](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	4/5/2024	On 04/04/2024, I inspected the property based upon a complaint. Note: The complainant did not indicate which structures were built without a permit. Furthermore, the complainant did not provide their phone number to inquire further details. While inspecting the property, I observed a new green metal trellis near the front gate, which is similar to a lanai (no building permit required). The trellis had vegetation growing on the left side of it. I observed an observation deck with a storage unit underneath it that was newly constructed. Both the trellis and the observation deck with storage unit appear to be related to the agricultural activities at the property. The agricultural activities that I observed at the property included but were not limited to chickens, cows, donkeys, ducks, goats, tractors, and other animals and farm equipment on the property. Therefore, this complaint will be closed as unfounded, due to the property being used for agricultural activities, which exempts the property from building permit requirements for structures related to agricultural activities. Inspection Photos 04/04/2024 uploaded. — Thomas Graziano

3/21/2024, [CEC-2024-1318](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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3/22/2024, [CEC-2024-1334](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	3/27/2024	On 03/26/24, I inspected the property and observed a chicken and a chicken coop on the East side of the property. I left a door hanger with my phone number and a brief description of the code violation for a return phone call. Inspection photos downloaded to the case file. Monitoring. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	4/17/2024	On 04/16/24, I re-inspected the property and observed that the violation remains. I rang the doorbell hoping to meet with the Property Owner, but there was no answer. I responded back to the Property Owner's email giving him until May 1st to have the chicken coop moved. Inspection photos downloaded to the case file. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	4/19/2024	On 04/19/24, I met with the Property Owner at the property. It was determined that he does not have enough acreage to place the chicken coop from all property lines. He advised that he will get rid of the chicken coop but he will keep the chickens (free roaming chickens) in the back yard. Inspection photos downloaded to the case file. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	4/25/2024	PHONE: On 04/24/24, I received a phone call from the complainant who states that the chickens are scratching under his fence trying to get into his yard. I emailed the Property owner regarding his chickens and he states that it is the complainant's dogs that are the ones trying to get into his yard and barking at the chickens. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	5/7/2024	On 05/06/24, I re-inspected the property and met with the Property Owner, who stated that he dismantled the chicken coop and is in the process of relocating chickens to a friend's house with a larger yard. He stated that he will contact me for a re-inspection when they have been removed. Inspection photos downloaded to the case file. Monitoring. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	5/21/2024	On 05/21/24, I emailed the Property Owner and advised him that if the chickens are not removed by Friday 5/24/24, I will have to create a Magistrate case regarding the chickens. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	6/7/2024	On 06/07/24, I re-inspected the property and observed that the chickens and chicken coop had been relocated. Compliance photos downloaded to the case file. Case closed. - Sandra Wing-Tolleson

3/26/2024, [CMA-2024-405](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
XAVI.BROW	Xavier	Closed-Owner Corrected	Magistrate Violation	3/26/2024	On 03/20/2024, I met with the property owner, and I inspected the property based on a complaint. I observed a wooden chicken-coop like structure with mesh (chicken wire) screening. The structure was built onto the complainant's property. The structure does not meet the setback requirements for an accessory structure. A search of the property Appraiser's website indicated the structure was constructed within a fifteen-foot easement on the complainant's property. Therefore, this property is in violation of building without a permit. Inspection Photos and Snip of Property Appraiser uploaded. -Xavier Brown

3/26/2024, [CMA-2024-405](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
XAVI.BROW	Xavier	Closed-Owner Corrected	Magistrate Violation	3/26/2024	CORRECTION: On 03/20/2024, I met with the property owner, and I inspected the property based on a complaint. I observed a wooden chicken-coop like structure with mesh (chicken wire) screening. The structure and a portion of the fence was built onto the complainant's property. I advised the property owner that fence built onto her property would be a civil matter. The structure does not meet the setback requirements for an accessory structure. A search of the property Appraiser's website indicated the structure was constructed within a fifteen-foot easement on the complainant's property. Therefore, this property is in violation of building without a permit. Inspection Photos and Snip of Property Appraiser uploaded. -Xavier Brown
CODETEMP	Code	Closed-Owner Corrected	Magistrate Violation	4/12/2024	EMAIL TO INVESTIGATOR Just a quick recap about my phone conversation with Mr. Doroteo Luviano. He states that he was completely ignorant to the fact that he needed a permit for the chickens and that he only built it because there was a lot of loose chickens around his property and they were scratching in his garden, but he is hoping to tear it down this weekend. However, he would like to speak with you to know how much time he has because he is depending on the assistance and availability from his son to knock the coop down. ~Isis Zayas
XAVI.BROW	Xavier	Closed-Owner Corrected	Magistrate Violation	4/12/2024	Phone Call 04/12/2024, I received a call from the property owner. He advised that he was not aware of needing a permit to build the chicken coup. He then advised that he had built the coup because the chickens were roaming in the neighborhood and tearing up his wife's garden. He then proceeded to advise that the chickens do not belong to him, but built the coup to keep them away from his wife's garden. He then advised that he would have the chicken coup removed this weekend. I advised him to give me a call when it is done and I will schedule an Inspection obtain photos. -Xavier Brown
XAVI.BROW	Xavier	Closed-Owner Corrected	Magistrate Violation	4/15/2024	Text Message 04/14/2024: I received a text message with two photos attached from the property owner. He advised that the chicken coup had been removed. Text Uploaded - Xavier Brown
XAVI.BROW	Xavier	Closed-Owner Corrected	Magistrate Violation	4/15/2024	On 04/15/2024, I re-inspected the property ahead of the CBD at the request of the property owner. I observed the Chicken coup was removed, correcting the violation for the building without a permit. I did not observe any chickens on the property during this inspection. This case will be closed as Compliant by owner. Compliance Photos uploaded. -Xavier Brown

3/28/2024, [CEC-2024-1445](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ALLI.SIDO	Allison	Closed-No Violation	Complaint	4/2/2024	On 03/29/2024, I inspected this property based on a citizen complaint. I observed the property with a privacy fence around the property. I was unable to observe the presence of chickens/geese. I took a video and was unable to hear the presence of chickens/geese. It should be noted that Per Polk County, Land Development Code, Chapter 2, Section 222, Subsection E: "Code enforcement action of this subsection may be initiated only by complaint from an owner of residential property within 250 feet of the property on which livestock or fowl are contained." I will continue to monitor this property and reach out to the complainant. Inspection photos 03/29/2024, video, and SNIP of measurement uploaded -Allison Sidor

3/28/2024, [CEC-2024-1445](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ALLI.SIDO	Allison	Closed-No Violation	Complaint	4/2/2024	Phone Call Made 04/02/2024: I called the complainant, Phoebe Forry, and inquired if she is able to see the fowl. Ms. Forry indicated that I would be able to see the fowl if I look over the fence. I advised Ms. Forry that violations are needing to be in plain view for me to cite them as violations. I also advised Ms. Forry of LDC, Chapter 2, Section 222, Subsection E indicating that the complaint needs to come from a neighboring property within 250 feet. Ms. Forry indicated that she will get in contact with the neighbors that have expressed their concerns to her and with the neighbor, Cory, who lives directly behind the property. I advised Ms. Forry to have Mr. Cory call me. Ms. Forry also informed me that the smell is obnoxious and the fowl are attracting rodents to which the complaint property is poisoning the rodents and the neighbors are finding them dead in their yards. -Allison Sidor
ALLI.SIDO	Allison	Closed-No Violation	Complaint	4/9/2024	On 04/09/2024, I continued to monitor this property. I was unable to observe the presence of fowl due to a privacy fence around the complaint property. I observed the property for approximately five(5) minutes and took a forty-five(45) second video. It should be noted that I have not received contact from the complainant or other complainants reference this property. This complaint will be closed unfounded. Inspection photos 04/09/2024 and video uploaded. -Allison Sidor

3/28/2024, [CMA-2024-430](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-Owner Corrected	Magistrate Violation	3/28/2024	Inspection 3/28/2024: On 3/28/2024, I met the complainant on her property at 903 Jere Cir., Lakeland, FL 33801. 903 Jere Cir. shares the northern property with the property in question. At approximately 8:30 a.m., the complainant signed a consent form, and I began the investigation. During the investigation, I observed multiple farm-type animals on the property. The animals included, but were not limited to, cattle, pigs, and chickens. Additionally, there is a chicken coop placed within fifty feet of the northern property line. Furthermore, there seems to be a makeshift corral for the cattle and pigs. However, due to the construction of the boards on the southern side of the corral and the dilapidated fence on the northern side of the property, the animals are not adequately contained. Lastly, the chain link fence on the northern property line is severely dilapidated. This property is .31 acres and is zoned RL-3. The following LDC violations have been identified on this property: LDC, Chapter 2, Section 222 – Agricultural, E. Livestock and Fowl in Residential Neighborhoods: This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential neighborhoods. Code enforcement action of this subsection (222 E.) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained. The following provision apply to only residential properties less than ½ acre. 1. Livestock shall be contained within fenced areas. 2. Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. LDC, Chapter 2, Section 210 - Fences and Walls Permitted and Regulated, C. Maintenance Fences, walls and gates shall be privately maintained. It should be noted that these violations span across the property line onto 2644 Golfview St. A separate case will be created to address this property. Inspection photos and consent form uploaded. -William Evans

3/28/2024, [CMA-2024-431](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-Owner Corrected	Magistrate Violation	3/28/2024	<p>Inspection 3/28/2024: On 3/28/2024, while investigating CMA-2024-430, I observed that the violation spans on to this property from 2640 Golfview St. Lakeland. I met the complainant on her property at 903 Jere Cir., Lakeland, FL 33801. 903 Jere Cir. shares the northern property with the property in question. At approximately 8:30 a.m., the complainant signed a consent form, and I began the investigation. During the investigation, I observed multiple farm-type animals on the property. The animals included, but were not limited to, cattle, pigs, and horses. Furthermore, there seems to be a makeshift corral for the cattle and pigs. However, due to the construction of the boards on the southern side of the corral and the dilapidated fence on the northern side of the property, the animals are not adequately contained. Lastly, the chain link fence on the northern property line is severely dilapidated. This property is .23 acres and is zoned RL-3. The following LDC violations have been identified on this property: LDC, Chapter 2, Section 222 – Agricultural, E. Livestock and Fowl in Residential Neighborhoods: This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential neighborhoods. Code enforcement action of this subsection (222 E.) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained. The following provision apply to only residential properties less than ½ acre. 1. Livestock shall be contained within fenced areas. 2. Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. LDC, Chapter 2, Section 210 - Fences and Walls Permitted and Regulated, C. Maintenance Fences, walls and gates shall be privately maintained. It should be noted that these violations span across the property line onto 2640 Golfview St. A separate case has been opened to address this property. Inspection photos and consent form uploaded. -William Evans</p>

4/2/2024, [CEC-2024-1519](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Violation Case Generated	Complaint	4/12/2024	<p>PHONE: On 04/12/24, I called the Property Owner, Lydia Marban (863-853-0378) and left a message for her to call me back. Waiting on a returned phone call. Besides the complaint regarding the fencing business, there is also a complaint regarding their rooster. - Sandra Wing-Tolleson</p>

4/8/2024, [CEC-2024-1655](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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MICH.CREA	Michael	Closed-No Violation	Complaint	5/10/2024	05/10/24: Per the ordinance definition, goats are considered to be livestock. Per LDC Section 222 and Table 2.1, general farming is permitted within all land districts. LDC Section 222-A indicates that no structures (such as barns, stables, coups, aviaries, troughs and feeders) shall be permitted to be built within 50 feet of a property boundary. In this case, there is no structure built for the goats. LDC Section 222-E-1 indicates that livestock shall be contained within fenced areas. In this case, the goats are contained within fenced areas. LDC Section 222-E-2 indicates that fowl and swine shall be kept in pens or fenced areas at least 50 feet away from neighboring residential property lines. In this case, there is no swine and no fowl, as goats are considered livestock. LDC Section 222-E-3 indicates that storage of animal waste shall be located at least 50 feet away from neighboring residential property lines. In this case, there is no storage of any animal waste. Additionally, the goats in question are pets belonging to the property owners. As of this date, there does not appear to be a violation of the ordinance. I will continue to monitor. - Mike Creamer
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4/17/2024, [CEC-2024-1854](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	4/26/2024	On 04/26/24, I inspected the property and observed one female chicken roaming around the residence. I made contact with the Property Owner, Jona Velez (321-347-6319), who advised that the chicken doesn't belong to her. It hangs around because her daughter feeds it and she doesn't know who it belongs to. She also stated that there were six and now only one is left. There is nothing in the Polk County ordinances regarding free roaming chickens, therefore, there is no violation. I also advised the Property Owner that the vehicle parts can not be stored outside and they should store them in the garage. She advised that she will let her husband know. Inspection photos downloaded to the case file. Case closed. - Sandra Wing-Tolleson

4/18/2024, [CMA-2024-544](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-Owner Corrected	Magistrate Violation	4/18/2024	2024/04/12 PHONE: On 04/12/24, I called the Property Owner, Lydia Marban (863-853-0378) and left a message for her to call me back. Waiting on a returned phone call. Besides the complaint regarding the fencing business, there is also a complaint regarding their rooster. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-Owner Corrected	Magistrate Violation	4/18/2024	On 04/16/24, I inspected the property base on a citizen complaint that a fencing company is being operated out of the residence. I observed what appears to be a fencing company being operated out of the residence. I observed several vehicles parked on the front lawn of the property. I also observed rolled chain linked fence in the front of the property and storage of other fencing material in the rear of the property under a pole barn. A search of the Accela Database revealed that no permit was issued for the pole barn. Another complaint from a neighbor on the East side of their property was regarding their rooster. CEC-2024-1278 was created for the property 6319 Lunn Woods Way, but was supposed to be for this property. This is a repeat case from case number CMA-2021-1596 regarding the operation of a fencing company from the residence. Inspection photos downloaded to the case file. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-Owner Corrected	Magistrate Violation	4/23/2024	CORRECTION: This case is a repeat from CMA-2021-1596 for the open storage and accessory use for the fencing company. A separate case (CMA-2024-556) for the Pole Barn and fowl. - Sandra Wing-Tolleson

4/22/2024, [CEC-2024-1920](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Closed-No Violation	Complaint	5/1/2024	On 05/01/2024, I inspected this property based on a citizen complaint for chickens and roosters on the property. This property is 0.17 acres and is zoned RL-3 (residential Low). I observed chickens on this property. The chickens were observed in the rear of the property enclosed in by a metal fence which surrounded the sides and rear of the property. Polk County Land Development Code (LDC) Section 222 (E) Livestock and Fowl in Residential Neighborhoods states -This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential neighborhoods. Code enforcement action of this subsection (222 E.) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained. The complainant of this case resides about 850 ft away from the property in question. This complaint will be closed as unfounded. Inspection photos uploaded. - Elena Negron

4/23/2024, [CMA-2024-556](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Re-Inspection Pending	Magistrate Violation	4/23/2024	On 04/16/24, I inspected the property based on a citizen complaint of operating a fencing business from their residence. Case CMA-2024-544 was created for the repeat violations regarding the open storage and fencing company. I observed a newly constructed pole barn on the Northeast side of the residence. A search of the Accela Database revealed that no permit had been issued for the Pole Barn. Additionally, a complaint regarding the Property Owner's roosters was filed and I observed a rooster that did not stop the three minutes that I was parked in front of the residence while conducting my observations.. Inspection photos downloaded to the case file. - Sandra Wing-Tolleson
CODETEMP	Code	Re-Inspection Pending	Magistrate Violation	5/16/2024	LYDIA MARBAN @863-853-0378 called and is requesting an extension as it could be up to 3 weeks for the permit. She is removing the roosters. She has left a message on your phone. Phyllis Clay
SAND.TOLL	Sandra	Re-Inspection Pending	Magistrate Violation	5/17/2024	PHONE: On 05/17/24, i spoke with Lydia, who stated that they are in compliance in regards to the chickens and she has reached out to several engineers and is waiting for return phone calls. I directed her to Land Development to speak with a Planner on Call regarding the permit for running the business from their home. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Re-Inspection Pending	Magistrate Violation	8/9/2024	On 8/8/24, I re-inspected the property and observed that the violation remains. A search of the Accela Database revealed that no permit had been issued for the Pole Barn. The Respondent had stated that the chicken coop had been moved 50 feet from all property lines. I have not verified that yet. Therefore, all violations remain. Re-inspection photos downloaded to the case file. - Sandra Wing-Tolleson

4/24/2024, [CMA-2024-559](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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RAND.HUBB	Randey	Closed-Owner Corrected	Magistrate Violation	4/24/2024	04/22/2024 I inspected the property based on a citizen complaint. I observed a cage or pen like structure being built. A search of Accela Building Division database revealed no permit has been issued or applied for. Therefore, this is violation of Section 110 -1. A building permit shall be obtained prior to the construction of any structure. This structure also does not meet the lot line setback under Land Development Code CHAPTER 2 - LAND USE DISTRICTS AND REGULATIONS 2. Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property. A service rep will prepare a Notice of Violation/ Notice of Hearing (NOV/NOH) to owner. - Randy Hubbard
RAND.HUBB	Randey	Closed-Owner Corrected	Magistrate Violation	5/7/2024	05/07/2024 I re-inspected the property based on a citizen complaint. I received a call from the owner and met her at the property. She signed a consent from for me to enter her property. The building she is using for the chickens is an old playhouse that has been on the property over 20 years. We did find an area where she can pen her chickens that meets the required setbacks. She is going to try to get them moved before the Correct-By-Date. She said she would keep me informed to her progress. I will continue to monitor. Monitoring. - Randy Hubbard
RAND.HUBB	Randey	Closed-Owner Corrected	Magistrate Violation	5/28/2024	05/28/2024 I re-inspected the property. I observed that the property owner made a pen for the chickens that meets 50' setbacks from all the property lines. No Violations remain. Owner Corrected. Case Closed. - Randy Hubbard

4/29/2024, [CEC-2024-2036](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CHRI.CAME	Christopher	Violation Case Generated	Complaint	5/1/2024	On 5/1/2024, this writer conducted an initial investigatory inspection of this property based on a received complaint Loose farm animals downed trees and an overgrown lot. Upon my inspection, I observed tree debris along the side of the property in the county ROW along the roadside. I also observed several free range chickens in the roadway and in front of this property, the same chickens were observed in front of other properties, therefore they could not be tied to one specific property. I did not observe any other "farm animals." Evidentiary photos taken of the property and attached to the case file.---Chris Cameron

4/29/2024, [CEC-2024-2045](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-No Violation	Complaint	5/2/2024	On 05/02/24, I inspected the property and observed no fowl in the yard. I did observed a dog left in the garage with the door cracked. I notified animal control for a complainant. I will reach out to the complainant. Inspection photos downloaded to the case file. Monitoring. - Sandra Wing-Tolleson
SAND.TOLL	Sandra	Closed-No Violation	Complaint	5/7/2024	On 05/06/24, I inspected the property and observed no violation of chickens (fowl). Additionally, I spoke with the complainant who stated that all the chickens and roosters have been removed. Inspection photos downloaded to the case file. - Sandra Wing-Tolleson

5/1/2024, [CBW-2024-2030](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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CHRI.CAME	Christopher	Closed-Owner Corrected	Excessive Bulk Waste	5/1/2024	2024/05/01 On 5/1/2024, this writer conducted an initial investigatory inspection of this property based on a received complaint Loose farm animals downed trees and an overgrown lot. Upon my inspection, I observed tree debris along the side of the property in the county ROW along the roadside. I also observed several free range chickens in the roadway and in front of this property, the same chickens were observed in front of other properties, therefore they could not be tied to one specific property. I did not observe any other "farm animals." Evidentiary photos taken of the property and attached to the case file.---Chris Cameron
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5/2/2024, [CEC-2024-2146](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	5/23/2024	Inspection 5/23/2024: On 5/23/2024, I inspected this property in response to a complaint. During the inspection, I did not observe any evidence of the violations stated in this complaint. It should be noted that code enforcement does not have jurisdiction over free roam chickens. Inspection photos uploaded. -William Evans

5/2/2024, [CEC-2024-2147](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	5/23/2024	Inspection 5/23/2024: On 5/23/2024, I inspected this property in response to a complaint. During the inspection, I did not observe any evidence of the violations stated in this complaint. It should be noted that code enforcement does not have jurisdiction over free roam chickens. Inspection photos uploaded. -William Evans

5/2/2024, [CEC-2024-2152](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
STEV.COTE	Steven	Violation Case Generated	Complaint	5/22/2024	05/20/2024 I inspected this property and observed there to be no chickens on the property no did I see any in the neighborhood running free range. I did observe a small attached shed on the residence. I will be monitoring this for the livestock issue. this is an RCC zone area. Steve Cote

5/2/2024, [CMA-2024-597](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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ELEN.DEJE	Elena	Closed-Owner Corrected	Magistrate Violation 5/2/2024	<p>On 05/02/2024, I inspected this property based on a citizen complaint for Junk and Debris (J/D), distressed and/or abandoned vehicles (DAV) and farm animals. I observed open storage and J/D generated from this property in the county right-of-way which I tagged reference CBW-2024-2035. I did not observe J/D on any other portion of the property. I observed two vehicles that appeared to be abandoned. Polk County LDC Chapter 10 definitions defines Abandoned Vehicle as: Any vehicle without a valid registration. I observed a grey van parked in the driveway which appeared to be without tags/registration as well as an orange SUV which also appeared to be without tags/registration. Property Maintenance Section 8-155(E) Prohibition states Storage of distressed or abandoned vehicle. Except as provided in this subsection, no distressed or abandoned vehicle shall be parked or stored, and no vehicle frame, vehicle body, or vehicle body part shall be stored, on a residentially designated or residential property except when in a completely enclosed garage or building. This violation will be addressed under a violation for property maintenance. I observed chickens and/or roosters on the property. I observed a few chickens walking amongst the property and the rest I observed in a cage alongside the property line in the front yard. I observed several dogs chained and/or caged in the county right-of-way. Two dogs were chained, and two other dogs were caged in a metal fence like cage in the front yard in the county right-of-way. I did not observe any water or food for these animals, and I observed the dogs chained were laying in the dirt surrounded by feces. I placed a call to animal control to make them aware of the animals that were chained and caged up in the front yard, I was advised that a PCSO would be by to conduct a wellness visit. LDC Section 706 Right-of-Way Use Permits – States: A Right-of-Way Use Permit shall be required for all activity within existing road rights-of-way maintained by Polk County. All activity shall be in accordance with the Polk County Right-of-Way Use and Utility Accommodation Guide and to FDOT standards. Right-of-Way Use Permits shall be reviewed as part of a Level 2 Review approval. LDC Section 210 A (4) No fence or wall shall be constructed in the right-of-way. While inspecting the property I observed what appears to be a man made shed/storage building on the side of the property. I searched the Accela data base, and it did not indicate a permit was issued to this property for an accessory structure. LDC Section 110 (B)1 states: A building permit shall be obtained prior to the construction of any structure. This property is in violation of building without a permit. I left a doorhanger at the property owners' door along with my business card. During my investigation I was approached by a woman and a gentleman who identified themselves as the homeowners. I explained to the woman that I was inspecting the property based off a citizen complaint reference the animals, J/D and distressed vehicles. The woman explained to me that she was unaware that she couldn't store her belongings in the county right-of-way and it will be removed. The gentleman was upset that I tagged his belongings and removed the tags from the property. Both the lady and the gentleman both advised they have a disabled child, and all the dogs were his service animals and the dogs in the cage will not be moved. I advised the lady to contact Land and Development for a level 2 review for building in the right-of-way. Inspection photos uploaded. – Elena Negron</p>
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5/3/2024, [CEC-2024-2191](#)

ADDED BY USERID ADDED BY NAME F RECORD STATUS RECORD TYPE COMMENT DATE COMMENTS

WILL.EVAN	William	Closed-No Violation	Complaint	5/23/2024	Inspection 5/23/2024: On 5/23/2024, I inspected this property in response to a complaint. During the inspection, I did not observe any evidence of the violations stated in this complaint. It should be noted that code enforcement does not have jurisdiction over free roam chickens. Inspection photos uploaded. -William Evans
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5/3/2024, [CEC-2024-2194](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CODETEMP	Code	Closed-No Violation	Complaint	5/31/2024	Complainant stated Laurie Fenn @ 863-206-5064 called concerning the case. I read the notes from the investigator and provided her Lisa Harris work cell number. the times he does is 5:30am, 12:00pm, and 5:30pm-6:00pm. She stated he was crowing while on the phone with Phyllis C. but, I was not able to hear him. Phyllis Clay
CO000968	Lisa	Closed-No Violation	Complaint	6/5/2024	Reviewed email from office staff regarding times when rooster crows. - Lisa Harris
CO000968	Lisa	Closed-No Violation	Complaint	6/20/2024	Reinspected location around lunch time and could hear the rooster(s) crowing. I left a door hanger for the respondent to call me. - Lisa Harris
CO000968	Lisa	Closed-No Violation	Complaint	6/21/2024	Received call from complainant regarding case. I returned the call to only leave a v-mail message stating since they had left notification of the crowing from lunch time to around 6:00 pm I went out there on 6/20/24 (lunch time) and did hear the rooster crowing. I advised in my message that I left a door hanger for the respondent to call me and if I don't hear anything then I will be sending notification - Lisa Harris
JESS.PHIL	Jessica	Closed-No Violation	Complaint	8/28/2024	08/27 I inspected the property and sat near the back yard for approximately 10 minutes. No sounds of roosters. Close owner corrected - Jessica Phillips

5/3/2024, [CMA-2024-602](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MARC.ZAYA	Marc	Closed-Owner Corrected	Magistrate Violation	5/3/2024	2024/03/19 On 3/19/2024, I met the complainant (Cynthia Hall) to conduct an inspection from Her property. To begin, I had Mrs. Hall sign a consent to enter form allowing me to conduct the inspection. I then observed the property in question is surrounded by a privacy fence. Additionally, Mrs. Hall's property is also surrounded by a privacy fence. I heard a faint noise which would be consistent with the sound of a chicken. However, I was unable to visibly see the chickens or the backyard due to the privacy fence. The complainant then pointed out an accessory structure which could be seen above the fence advising she believes the structure was in poor condition. Being that I did not have a full view of the structure I was unable to determine its condition. A search of the Property Appraiser's site shows the structure was added in between 2020 and 2023. I then searched the Accela database to observe no permits listed for the structure. I will be requesting a fly over of the property before opening a case for building without a permit. Inspection photos have been added to the case file. - Patricia Boatwright
MARC.ZAYA	Marc	Closed-Owner Corrected	Magistrate Violation	5/3/2024	2024/03/15 Chicken coop made with poles and netting that are about 7 or 8 feet tall that can be seen from the road. Septic tank must have the lid off because the smell is bad. Explained to the complainant that the investigator will get to her complainant as soon as he returns to his case load. Left a voice message for the investigator. Will follow up with an email. Complainant stated she will continue to call until someone comes out to investigate. -Isis Zayas

5/3/2024, [CMA-2024-602](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MARC.ZAYA	Marc	Closed-Owner Corrected	Magistrate Violation	5/3/2024	2024/03/13 Complainants is calling to add to complaint regarding loose chickens not in a coop and poles and nets can be seen from the road. J/D in the front of the property that is an eyesore. J/D in backyard that can be seen from the neighbors backyard. Please contact complainant for access. -Isis Zayas
MARC.ZAYA	Marc	Closed-Owner Corrected	Magistrate Violation	5/3/2024	On 05/02/2024, Investigator Boatwright and I investigated the property based upon a complaint (CEC-2024-1152). Investigator Boatwright and I observed from our legal access point, the right-of-way, a carport and shed located on the right-side and right rear of the property. Investigator Boatwright and I also observed bird netting over the top of the privacy fence on the left-side of the property. Investigator Boatwright and I met with the complainant at her property. She voluntarily signed the Consent Form, allowing us access to her property to obtain photos of the neighboring property. Ms. Hall advised Investigator Boatwright and I that in addition to her complaint of the alleged broken septic tank she was also concerned with a chicken coop not meeting setbacks as well as junk & debris. Ms. Hall removed and or loosened three boards of her privacy fence to provide allowable visual access of the neighboring property. I did not observe any indications of a broken septic tank. However, I did observe a chicken coop that potentially violated minimum setback requirements (50 feet). Investigator Boatwright and I reviewed the Property Appraiser's Aerial Maps of the property. From the Property Appraiser's Aerial Maps Measurement feature of the property, Investigator Boatwright and I determined that the chicken coop did not meet required setbacks. A search of the Accela database indicated no building permits were applied for or issued for the carport. Investigator Boatwright and I reviewed the Property Appraiser's Aerial Maps of the property to establish install timeline of the carport. From the Property Appraiser's Aerial Maps of the property Investigator Boatwright and I determined that the existing carport was installed between 2017 – 2020. Additionally, Investigator Boatwright and I observed junk and debris throughout the backyard. Those violations are being addressed under CNU-2024-442. Inspection Photos 05/02/2024 and Property Appraiser's Aerial Maps uploaded. — Marc Zayas/Patricia Boatwright
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation	5/13/2024	A service rep will prepare a Notice of Violation/Notice of Hearing (NOV/NOH) for the chicken coop not meeting set back requirements under LDC Chapter 2 Section 222 (E) and for building without a permit for the carport structure. - Patricia Boatwright
PATR.BOAT	Patricia	Closed-Owner Corrected	Magistrate Violation	6/4/2024	Note: On 5/19/2024, I received an email requesting additional time to comply for case CNU-2024-442 from the property owner (Gretchen Nelson; 863 604 3157) Mrs. Nelson and I also had a conversation prior to this email in which she was advised of the violations pertaining to this case which include not meeting setback requirements for the chicken coop and building without permit for the carport structure. - Patricia Boatwright
PATR.KING	Patrick	Closed-Owner Corrected	Magistrate Violation	6/7/2024	On 7 June 2024 I posted the property with NOV/NOH. While posting the property I had a conversation with the property owner. During this conversation the property owner stated that the chicken coop & chickens had been removed. However, this was not observed. I was then informed they would be willing to allow me access to the property for the re-inspection in the future. This would allow them due process to correct the additional violation. — Patrick King/Patricia Boatwright

5/3/2024, [CMA-2024-602](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.KING	Patrick	Closed-Owner Corrected	Magistrate Violation	6/24/2024	On 24 June 2024 I met the property owner (Tony Nelson) to conduct a re-inspection. Upon arrival I had Mr. Nelson sign a consent to enter form allowing me legal access to conduct the re-inspection. I then observed that the chicken coop and chickens have been removed from the property. However, the carport structure remains on the property. After some discussion with Mr. Nelson he stated, "he was going to do his best to get the structure removed by Friday". It should be noted, this is his correct by date. In conclusion, the property remains in violation for building without a permit. Re-inspection photos and consent form have been uploaded to the case file. -- Patrick King/Patricia Boatwright

5/9/2024, [CMA-2024-618](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-Owner Corrected	Magistrate Violation	5/9/2024	Phone Call 05/08/2024: The complainant returned my phone call. I explained to her that I left a door hanger, requesting contact. I have not heard back from the property owner(s). I explained to the complainant that I can regulate the structure as it does not meet setbacks and it does not have a building permit. I also advised that Code Enforcement does not regulate flightless birds, we only regulate fowl and swine. Therefore, I suggested contacting Animal Control to better serve her concern with the animals. The complainant advised that her sister contacted Animal Control in the past, but her call was redirected to another agency. The complainant also advised that the property owner(s) do not appear to speak English. I thanked her for the information and asked her to contact me after next week for an update. -- Thomas Graziano
CODETEMP	Code	Closed-Owner Corrected	Magistrate Violation	5/24/2024	Per Investigator Graziano's I contacted the Respondent Tamara Zambrana and informed her that to come into compliance she needed to remove the structure from the property and the fowl because she is zoned RS and a little over .25 acres. She stated that they will start on removing the structure right away. I additionally informed her to contact me as soon as it is complete so that I may let Investigator Graziano know, so that he could conduct a re-inspection and close out the case ~Isis Zayas

5/10/2024, [CNU-2024-466](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Closed-Owner Corrected	Nuisance Violation	5/10/2024	2024/04/08 On 04/05/2024, I met with the complainant at her residence. She voluntarily signed the Consent Form, allowing me access to her property to obtain photos of the neighboring property. I observed a newly constructed carport on the neighboring property. I also observed a make shift lean-to like structure with a rigid roof on top near the fence line. Furthermore, I observed an addition on the existing shed in the backyard. All of these aforementioned structures require a building permit. A search of the Accela database indicated that there was no building permit applied for or issued for these structures. Furthermore, I observed a make shift temporary tent-like structure near the corner of the fence line. This structure would not require a building permit as it is temporary in nature. However, the complainant advised that there is electric installed to in the tent. The complainant advised that the structures are newly constructed, within the past few months. I also observed a chicken coop, which may not require a building permit as the chickens may be used for agricultural purposes. The complainant advised that she has no issues with the chicken coop. I also observed junk and debris located throughout the property. The junk and debris included but was not limited to tires, construction material in poor condition, bicycles and bicycle parts in poor condition, and other miscellaneous items. I advised the complainant that I previously worked case CMA-2023-1624, which was closed earlier this year for building without a permit. Therefore, I have contact information for the property owner, as this is a rental property. I searched Google Earth and the Property Appraiser's website to verify that these structures were newly constructed. I will contact the property owner. Consent Form, Inspection Photos 04/05/2024, Snips of Google Earth, and Property Appraiser's Aerial Map uploaded. — Thomas Graziano
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5/13/2024, [CEC-2024-2301](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
XAVI.BROW	Xavier	Closed-No Violation	Complaint	5/23/2024	On 05/23/2024, I inspected the property based upon a complaint. I did not observe a rooster on the property. However, I did hear a rooster crowing at one point. The complainant's address provided was located in Kansas City, Kansas. Therefore, In accordance with LDC Chapter 2, Section 222 – Agricultural E. Livestock and Fowl in Residential Neighborhoods (Revised 2/5/19 Ord. 19-008; 12/15/15; Ord. 15-080; 1/10/12; Ord. 12-001) This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential neighborhoods. Code enforcement action of this subsection (222 E.) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained. The following provision apply to only residential properties less than ½ acre (21,780 square feet) in size and do not apply to any property within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. These provisions do not apply to the good faith commercial agricultural use of land (bona fide agricultural purposes), as defined in F.S. § 193.461. Therefore, I will close this case as Unfounded. Inspection Photos 05/23/2024 uploaded. -Xavier Brown

5/13/2024, [CEC-2024-2302](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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XAVI.BROW	Xavier	Closed-No Violation	Complaint	5/23/2024	On 05/23/2024, I inspected the property based upon a complaint. I did not observe a rooster on the property. However, I did hear a rooster crowing at one point. The complainant's address provided was located in Kansas City, Kansas. Therefore, In accordance with LDC Chapter 2, Section 222 – Agricultural E. Livestock and Fowl in Residential Neighborhoods (Revised 2/5/19 Ord. 19-008; 12/15/15; Ord. 15-080; 1/10/12; Ord. 12-001) This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential neighborhoods. Code enforcement action of this subsection (222 E.) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained. The following provision apply to only residential properties less than ½ acre (21,780 square feet) in size and do not apply to any property within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. These provisions do not apply to the good faith commercial agricultural use of land (bona fide agricultural purposes), as defined in F.S. § 193.461. Therefore, I will close this case as Unfounded. Inspection Photos 05/23/2024 uploaded. -Xavier Brown
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5/13/2024, [CEC-2024-2307](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	5/23/2024	Inspection 5/23/2024: On 5/23/2024, I inspected this property in response to a complaint. During the inspection, I observed what appeared to be some type of pen in the rear yard. However, because of the privacy fence, I could only observe the top of the structure. Additionally, I did not see nor hear any chickens while I was at the property. I will continue to monitor this complaint to gather more evidence. Inspection photos uploaded. - William Evans
CODETEMP	Code	Closed-No Violation	Complaint	5/31/2024	Neighbor to the left called and complained about the roosters and chickens. She stated that they are crowing all hours of the day and night. Sarah Moss
CODETEMP	Code	Closed-No Violation	Complaint	6/25/2024	Email sent to Investigator Evans: William, I just spoke with Ms. Olfa Jacob and per your request I communicated to her that she could not have the chicken coop on her property line and that any structure needs to be 50 ft. from all side of her property line. She stated that it is not a permanent structure and that she will move it close to her house. ~Isis Zayas
CODETEMP	Code	Closed-No Violation	Complaint	7/11/2024	Mr. Robertson is a new complainant on this case and he states that the residents at 2203 Weber St. have a chicken coop up against his carport and the foul smell in the afternoons makes it unbearable and he is not able to enjoy his carport in the evenings when he gets home from work. He also states that there is a rooster that is crowing at all hours and it is very disturbing. ~Isis Zayas

5/16/2024, [CEC-2024-2332](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CODETEMP	Code	Closed-No Violation	Complaint	5/16/2024	Kimberly Picking @ 863-698-3818 called and stated that the neighbor brought in more chickens, and they were in her yard. She also wanted to know if her dog gets a hold of one and kills it, will she be in trouble. Phyllis Clay

5/16/2024, [CEC-2024-2332](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	5/16/2024	Phone Call 05/16/2024: I contacted the complainant. I advised her that the ordinance for chickens has limited applicability for properties that are over 0.5 acre. The property in question is 0.60 acre in size. The property is also zoned A/RR. Therefore, the only setbacks for a chicken coop would be as an accessory structure. The setback requirement for this zoning is ten feet. The complainant advised that the chicken coop is located next to the other neighbor's fence. I advised the complainant that Code Enforcement does not address civil issues such as chickens entering onto a neighbor's property. I suggested contacting a lawyer and/or possibly Animal Control to address this issue. The complainant advised that her and her husband have had multiple conversations with the neighbors. The neighbors do not speak English, so their daughter was the translator. The complainant advised that the neighbors moved in approximately six weeks ago, and the chicken issue started approximately four weeks ago. The neighbors also alleged that they will construct a fence, but they have not constructed one yet. I advised the complainant that I can inspect the property in the next few business days to see if I can address the potential chicken coop setback issue. The complainant advised that the neighbors are allegedly building onto the main house with an overhang like extension. The complainant advised that this can only be observed from her property or a neighboring property, not the right-of-way. I advised the complainant that I would need her to sign a Consent Form to allow me access to her property to view this structure. I asked the complainant to contact me directly with any future concerns. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	5/17/2024	On 05/17/2024, I inspected the property based upon a complaint. I observed multiple chickens in various locations on the property. However, the majority of the chickens were centered around the chicken coop and cages. I also observed a chicken coop and cages on the left side of the property, which were not meeting the setback requirements. Furthermore, I observed new wood near the back of the property, which indicated that there was possibly some building occurring on or near the rear of the structure. I also observed some items that were in the front yard. The items appeared to be pipes and other items that may be a part of a kit. I left a door hanger on the front door, requesting contact. I will monitor the property, pending contact from the property owner(s). Inspection Photos 05/17/2024 and Door Hanger Photos uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	5/29/2024	Phone Call 05/29/2024: I received a phone call from the property owner's friend, who is named Maria. I explained the complaint to Maria and provided her with solutions for the complaint. Maria advised that the chicken coop will be moved off the property line within two weeks. She also advised that they are not building onto the house, instead they are constructing a fence. I suggested that they fence in the chickens to prevent any future issues. I will continue to monitor the property. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	6/21/2024	On 06/21/2024, I continued to monitor the property. I observed a privacy fence now surrounded the observable portions of the property. I observed no indications that the chicken coop remained on the property line. The complainant did not follow up with me regarding the possible building without a permit violation that was only observable from private property. Therefore, this complaint will be closed. Compliance Photos uploaded. – Thomas Graziano

5/17/2024, [CMA-2024-659](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed - Owner Corrected	Magistrate Violation	5/17/2024	2024/03/27 Send letter under LDC Section 222 (E).Livestock and Fowl in Residential Neighborhoods (Revised 2/5/19 Ord. 19-008; 12/15/15; Ord. 15-080; 1/10/12; Ord. 12-001) This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential neighborhoods. Code enforcement action of this subsection (222 E.) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained. The following provision apply to only residential properties less than ½ acre (21,780 square feet) in size and do not apply to any property within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. These provisions do not apply to the good faith commercial agricultural use of land (bona fide agricultural purposes), as defined in F.S. § 193.461. 1.Livestock shall be contained within fenced areas.2.Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines.3.The storage of animal waste shall be located at least 50 feet from neighboring residential property lines.4.Show animals and educational projects shall be exempted from the requirements for pens in Section 222 E.2, provided the manure setback requirement in Section 222 E.3, can be met.5.Relaxation of the standards set forth in this section may be approved by the Land Use Hearing Officer through the process provided in Section 930 of this Code. Remedy: If requirements can not be met - remove farm animals Contact: Polk County Land Development for further details
CO000968	Lisa	Closed - Owner Corrected	Magistrate Violation	5/22/2024	Send nov/noh for livestock and fowl (Goats within the RS land use) and Accessory Use: storage of items and animals without a primary use. - Lisa Harris

5/21/2024, [CMA-2024-665](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed - Owner Corrected	Magistrate Violation	6/5/2024	Phone Call 06/04/2024: Mr. Beall contacted me reference the three cases (CMA-2024-665, CMA-2024-669, and CNU-2024-506. Mr. Beall advised that his father and him have the same name, except he is a Jr. Mr. Beall explained that he owns the vacant lot, which is for CMA-2024-665 and CNU-2024-506. Mr. Beall advised that his father owns the property for case CMA-2024-669. I explained the violations to Mr. Beall for all three cases. I also advised him how to correct the violations for all three cases. Mr. Beall alleged that the vacant lot (CMA-2024-665 and CNU-2024-506) were agricultural exempt. I advised Mr. Beall that the Property Appraiser's website does not indicate any agricultural exemptions of a "Greenbelt" status. Mr. Beall then advised that they had chickens on the property in the past, but currently do not have any animals or agricultural activities. I explained to Mr. Beall that he must remove all items from the vacant lot. He advised that they are in the process of preparing to sell the properties. Mr. Beall advised that he is using both properties for the business. I also explained to Mr. Beall the First Offense Stipulation option for CMA-2024-665 and CMA-2024-669. Mr. Beall indicated that he would like to sign the stipulation in order to have additional time to correct the violations. I advised Mr. Beall that I will email him the First Offense Stipulation. - Thomas Graziano

5/21/2024, [CMA-2024-669](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Magistrate Hearing Pending	Magistrate Violation	6/5/2024	Phone Call 06/04/2024: Mr. Beall contacted me reference the three cases (CMA-2024-665, CMA-2024-669, and CNU-2024-506. Mr. Beall advised that his father and him have the same name, except he is a Jr. Mr. Beall explained that he owns the vacant lot, which is for CMA-2024-665 and CNU-2024-506. Mr. Beall advised that his father owns the property for case CMA-2024-669. I explained the violations to Mr. Beall for all three cases. I also advised him how to correct the violations for all three cases. Mr. Beall alleged that the vacant lot (CMA-2024-665 and CNU-2024-506) were agricultural exempt. I advised Mr. Beall that the Property Appraiser's website does not indicate any agricultural exemptions of a "Greenbelt" status. Mr. Beall then advised that they had chickens on the property in the past, but currently do not have any animals or agricultural activities. I explained to Mr. Beall that he must remove all items from the vacant lot. He advised that they are in the process of preparing to sell the properties. Mr. Beall advised that he is using both properties for the business. I also explained to Mr. Beall the First Offense Stipulation option for CMA-2024-665 and CMA-2024-669. Mr. Beall indicated that he would like to sign the stipulation in order to have additional time to correct the violations. I advised Mr. Beall that I will email him the First Offense Stipulation. – Thomas Graziano
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5/21/2024, [CNU-2024-506](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-Owner Corrected	Nuisance Violation	6/5/2024	Phone Call 06/04/2024: Mr. Beall contacted me reference the three cases (CMA-2024-665, CMA-2024-669, and CNU-2024-506. Mr. Beall advised that his father and him have the same name, except he is a Jr. Mr. Beall explained that he owns the vacant lot, which is for CMA-2024-665 and CNU-2024-506. Mr. Beall advised that his father owns the property for case CMA-2024-669. I explained the violations to Mr. Beall for all three cases. I also advised him how to correct the violations for all three cases. Mr. Beall alleged that the vacant lot (CMA-2024-665 and CNU-2024-506) were agricultural exempt. I advised Mr. Beall that the Property Appraiser's website does not indicate any agricultural exemptions of a "Greenbelt" status. Mr. Beall then advised that they had chickens on the property in the past, but currently do not have any animals or agricultural activities. I explained to Mr. Beall that he must remove all items from the vacant lot. He advised that they are in the process of preparing to sell the properties. Mr. Beall advised that he is using both properties for the business. I also explained to Mr. Beall the First Offense Stipulation option for CMA-2024-665 and CMA-2024-669. Mr. Beall indicated that he would like to sign the stipulation in order to have additional time to correct the violations. I advised Mr. Beall that I will email him the First Offense Stipulation. – Thomas Graziano

5/27/2024, [CEC-2024-2471](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-No Violation	Complaint	6/24/2024	Inspected location on 6/21/24 and took several photos of entire yard. They have the temporary canvas material type carports that are permitted. They are located behind the mobile home and toward the back of the yard. There is a chicken coop to the side yard. Will research - Lisa Harris

5/27/2024, [CEC-2024-2471](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-No Violation	Complaint	6/24/2024	Send a courtesy letter for Section 222 (A).General Farming (Revised 1/10/12; Ord. 12-001) Nothing herein shall prevent the use of any land for agricultural purposes, or the construction and use of buildings or structures incidental to that purpose. No conditional use permit or certificate shall be required for any new agricultural building or structure provided, however, no structure for the sheltering or feeding of animals (such as barns, stables, coups, aviaries, troughs or feeders) shall be permitted to be built within 50 feet of a property boundary except within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. Remedy: Meet the 50 foot requirement for feeding and housing of chickens / farm animals Lisa Harris
CODETEMP	Code	Closed-No Violation	Complaint	7/2/2024	Mr. Jamal Rivera stopped by the office to inquire about the letter he received. I informed him that Investigator Harris has asked him to move the chicken coop within the 50 ft. set back requirement and to call her once it has been completed. ~IZ
CO000968	Lisa	Closed-No Violation	Complaint	9/6/2024	Reinspected location on 8/30/24 and took current photos. The chicken coop has been moved to the middle of the property. Most of the small temporary canvas covering structures do not require permits. CO - Lisa Harris

5/28/2024, [CEC-2024-2480](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
XAVI.BROW	Xavier	Closed-No Violation	Complaint	6/3/2024	On 06/03/2024, I inspected the property based upon a complaint. I observed what appeared to be a chicken coop in the right-side rear of the property. I was unable to hear the sounds of a rooster crowing during this inspection. I will monitor the property for updates. Inspection Photos uploaded. -Xavier Brown
XAVI.BROW	Xavier	Closed-No Violation	Complaint	10/2/2024	On 10/01/2024, I continued to monitor the property. I did not observe chickens on the property. However, I did observe chickens free running in the street of the neighborhood. I was unable to observe the origination of the chickens. The property that was in question was 2123 Ivey Lane. I will close this case as unfounded. Inspection Photos 10/01/2024 uploaded. Xavier Brown

5/29/2024, [CEC-2024-2502](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	5/30/2024	Inspection 5/30/2024: On 5/30/2024, I inspected this property in response to a complaint. During the inspection, I did not observe any evidence of the violations stated in this complaint. It should be noted that Polk County Code Enforcement does not address free-roaming chickens. As I was leaving, I was approached by Sarha Guinn, who stated that she is an occupant of the property. I inquired about the chicken coop. Mrs. Guinn stated that they had built a bird cage in the yard but did not have a chicken coop, and it has been moved to another property. Inspection photos uploaded. -William Evans

5/30/2024, [CBW-2024-2233](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-Owner Corrected	Excessive Bulk Waste	6/6/2024	On 6/06/24, I inspected the property at the request of Waste and Recycling. I observed rolls of chicken wire, two chairs, household trash, and tree debris on the right of way. I placed and EBW on the debris. Inspection photos downloaded to the case file. - Sandra Wing-Tolleson

5/30/2024, [CEC-2024-2528](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CHRI.CAME	Christopher	Closed-No Violation	Complaint	8/13/2024	On 8/13/2024, this writer conducted an initial investigatory inspection of the property based on a received complaint of a bird/chicken coop violating the setbacks. I spoke with the respondent who told me he would move the coop and make sure it meets setback requirements----- Chris Cameron
CODETEMP	Code	Closed-No Violation	Complaint	8/30/2024	Fritz Berto @ 863-521-0596 called 8/30/2024 that he removed the chicken coop on the 25th of August and is ready for re-inspection. He also left a message on investigator Cameron voicemail. Phyllis Clay
JOHN.STEN	John	Closed-No Violation	Complaint	10/23/2024	On 10-23-2024, Investigator Boatwright and I re-inspected the property. As visibility into the back and side yards was obstructed by a privacy fence, I was unable to observe chickens or a chicken coop. I was unable to contact the complainant, Neil Young, because no phone number was listed in the case. Mr. Young's address is listed as Lake Wales. The respondent's address is in Winter Haven. County ordinance requires that violations regarding fowl must be filed by a property owner residing within 250' of the alleged offense. This is an invalid complaint; therefore, this case will be closed as unfounded. Inspection Photos uploaded. - Jay Stenger, Patricia Boatwright

5/31/2024, [CEC-2024-2559](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Violation Case Generated	Complaint	6/3/2024	On 06/03/2024, I inspected this property based on a citizen complaint for junk and debris(J/D) in the County Right-Of -Way. I observed a very large pile of J/D. The J/D consists of household items including (clothes, dressers drawers, bags of personal items) a tabletop, a chicken coop, cardboard boxes filled with debris and other items. I tagged the EBW. EBW photos uploaded. - Elena Negron

6/3/2024, [CBW-2024-2244](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Closed-Owner Corrected	Excessive Bulk Waste	6/3/2024	On 06/03/2024, I inspected this property based on a citizen complaint for junk and debris(J/D) in the County Right-Of -Way. I observed a very large pile of J/D. The J/D consists of household items including (clothes, dressers drawers, bags of personal items) a tabletop, a chicken coop, cardboard boxes filled with debris and other items. I tagged the EBW. EBW photos uploaded. - Elena Negron

6/11/2024, [CEC-2024-2676](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
RAYM.ELDR	Raymond	Violation Case Generated	Complaint	6/24/2024	On 06/19/2024, I inspected this property based on a citizen complaint. The complainant advised that horses, goats, chicken/roosters, cats and dogs are roaming this property. I did not observe any indication of the animals addressed in the complaint. I did not observe any live animals or pens/cages. It should be noted that I did hear a rooster, but I was unable to determine the origins. I will reach out to the complainant for further information reference this complaint. Inspection photos 06/19/2024 uploaded. -Raymond Eldridge

6/11/2024, [CEC-2024-2677](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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RAYM.ELDR	Raymond	Closed-No Violation	Complaint	6/24/2024	On 06/19/2024, I inspected this property based on a citizen complaint. The complainant advised that horses, goats, chicken/roosters, cats and dogs are roaming this property. I did not observe any indication of the animals addressed in the complaint. I did not observe any live animals or pens/cages. It should be noted that I did hear a rooster, but I was unable to determine the origins. I will reach out to the complainant for further information reference this complaint. Inspection photos 06/19/2024 uploaded. -Raymond Eldridge
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6/13/2024, [CEC-2024-2725](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Violation Case Generated	Complaint	7/31/2024	Inspected location this date 7/31/24 and took photos showing the condition of the yard. It appears the yard is set up for a goat farm. I did not observe turkeys, pigs or chickens / ducks. I did not observe any goats either. -- Lisa Harris

6/13/2024, [CEC-2024-2734](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	7/9/2024	On 07/09/24, I inspected the property based on a complaint. I observed one RV camper parked in the front yard. The only utility connected was a single electric cord. No other utilities (water/sewer) were connected. There were no slide-outs or awnings extended. The RV camper was not occupied. Additionally, the RV camper was clearly further than the 5' side yard requirement. Per LDC 218, one RV is permitted to be parked in the front yard. I observed one green Dodge Pick-up truck parked in the front yard. There was no visible damage and the tires were inflated; subsequently, the vehicle appeared to be operable. I observed no overgrowth exceeding the 18" overgrown lot threshold. I observed several trash containers at the roadside. The containers without lids were empty and turned upside down to prevent water collection. From my legal access view, I was unable to see the back yard, which was also surrounded by a wooden privacy fence; therefore, I was unable to ascertain if there were any chickens in the back yard. I did not hear any chickens during my inspection. I observed several types of garden/flower bed containers near the actual residence. I also observed a set of four tires/wheels that appeared to be in good condition stacked against the east side yard privacy fence that will need to be removed. There was no answer at the door; therefore, I left a business card for a return call. I will monitor, pending a return call from the property owner to determine the status of the truck, to determine if there are chickens in the back yard and to advise them to remove the tires/wheels. Monitoring. - Mike Creamer

6/13/2024, [CEC-2024-2734](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	7/16/2024	On 07/16/24, I called Property Owner Anita Barton (315-985-0109) in response to her voicemail message and we discussed the complaint further. Regarding the green pick-up truck in the front yard, she advised that it is operable with no mechanical issues and does have a current registration. She advised that it belongs to her son, who parked it there for the summer while he works in New York. Regarding the set of tires stacked at the fence, she advised that they had already been removed. Regarding the chickens, she advised that she had several chickens (no roosters because of the noise) that she had temporarily kept on the back yard. She advised that they butchered all of them about 2-3 weeks ago and that there are no longer any chickens on the property. I explained the county ordinance regarding fowl and she understood. I re-inspected the property and confirmed that the tires had been removed. I observed the pick-up truck and the RV camper still parked there. Both are permitted in the front yard, per the county ordinances. The flower beds were also still present. As of this date, there were no violations observed. I will continue to monitor the status of the yard to ascertain if there are any changes. Monitoring. - Mike Creamer

6/14/2024, [CEC-2024-2735](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MARC.ZAYA	Marc	Closed-No Violation	Complaint	10/3/2024	On 10/2/2024, I continued to monitor the property by meeting up with Mr. Tucker. Upon arrival I presented the Consent Form to Mr. Tucker which he respectfully declined to sign, but kindly invited me onto his property not further than the front of the home just inside his gate. I advised Mr. Tucker once again of the nature of the complaint in which he was not very happy with. I observed that the grass was recently mowed and that some clean up has been done. I observed a foldable trailer in front of a large bush with some scrap metal loaded onto it. I observed a zero-turn mower that was in the process of being repaired. Mr. Tucker did advise that his mower recently experienced an electrical issue and was in the process of getting repaired. I observed minimal junk and debris consisting of , but not limited to construction debris, buckets, and rusty and broken tools. I also observed a few chickens roaming, but did not leave the property during the time I was on the property. Due to his recent medical conditions Mr. Tucker and I agreed on a plan to move forward with the clean up that he felt would be of minimal impact relating to his health condition, but help to bring his property into compliance. Therefore, I will continue to monitor the property. Inspection Photos 10/2/2024 uploaded. —Marc Zayas

6/17/2024, [CEC-2024-2749](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
FELI.RAMO	Felix	Violation Case Generated	Complaint	8/29/2024	8/28/2024- I inspected the property and did not observed any chickens or peacocks. I did notice that yard appears overgrown. Given this fact a CNU will be generated from this complaint. Photos taken and attached to this case. Felix Ramos

6/21/2024, [CEC-2024-2811](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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MICH.CREA	Michael	Closed-No Violation	Complaint	7/16/2024	On 07/16/24, I inspected the property based on a complaint of chicken pens. From my legal access view, there were no visible chickens or pens. There were also no pens visible via the property appraiser aerial photos. Research on the complainant revealed no such address of 217 Crescent Oaks Circle. There was a 217 Crescent Lake Court; however, that is a separate neighborhood and the property appraiser showed a completely different owner name for that address and the complainant's name was not listed in property appraiser. Additionally, the subject neighborhood is a gated community and there is no complainant to allow access into the gated community. Case closed. - Mike Creamer
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6/22/2024, [CEC-2024-2815](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Closed-No Violation	Complaint	8/30/2024	On 08/30/2024, I inspected this property based on a citizen complaint for loose chickens running through the neighborhood and untagged vehicles. I did not observe any chickens on this property. I could not determine if this property had a chicken coop 50 feet from the property line from my view curbside. I also did not observe any vehicles that might be untagged. This case will be closed as unfounded. – Elena Negron

6/24/2024, [CEC-2024-2821](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JOHN.STEN	John	Closed-No Violation	Complaint	7/2/2024	On 06/28/2024, I inspected the property based upon a complaint. A review of the Property Appraiser's website indicated that the complainant in this case resides more than 250 feet from the alleged violator. Polk County LDC, Chapter 2, Section 222 – Agricultural, E. Livestock and Fowl in Residential Neighborhoods, which states in part "Code enforcement action of this subsection (222 E.) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained." Therefore, the complainant has no standing in this case. Furthermore, I was unable to observe any chickens, free-roaming or otherwise, on the property of the alleged violator. I did observe a sign posted prominently in front of the house that reads "Fresh Organic EGGS \$4/doz Duck Eggs \$8/doz." This complaint is unfounded. Inspection Photos 06/28/2024 and Property Appraiser's Aerial Map uploaded– Jay Stenger

6/25/2024, [CEC-2024-2855](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
TYRI.PRID	Tyrinda	Closed-No Violation	Complaint	12/6/2024	On 12/05/2024, I inspected the property based upon a citizen's complaint. I was unable to observe any chicken coop from the ROW. Therefore, this case will be closed as unfounded. Inspection Photos uploaded. - Tyrinda Pride

6/27/2024, [CEC-2024-2895](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
FELI.RAMO	Felix	Closed-No Violation	Complaint	7/15/2024	7/12/2024- I reinspected the property and observed the chicken coop had been taking down. The roof of the structure has been removed and this area is currently being used as a garden. Photos taken and attached to this case, Case Closed. Felix Ramos

6/27/2024, [CMA-2024-791](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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PATR.KING	Patrick	Closed-Owner Corrected	Magistrate Violation	6/27/2024	2024/05/22 05/20/2024 I inspected this property and observed there to be no chickens on the property no did I see any in the neighborhood running free range. I did observe a small attached shed on the residence. I will be monitoring this for the livestock issue. this is an RCC zone area. Steve Cote
STEV.COTE	Steven	Closed-Owner Corrected	Magistrate Violation	7/12/2024	07/12/2024 I spoke with the property owner and he stated it was a chicken coupe and would be removed in the next couple weeks. He will contact me when it is removed. Steve Cote
STEV.COTE	Steven	Closed-Owner Corrected	Magistrate Violation	7/18/2024	07/16/2024 While inspecting a neighboring property I observed this property to be in compliance. I spoke with a person whom was cleaning the property. He stated he had removed the Shed which did not contain any chickens. This has brought the property into compliance. Steve Cote

6/28/2024, [CMA-2024-796](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
YASI.MERC	Yasina	Closed-Owner Corrected	Magistrate Violation	11/19/2024	Maria 813-802-4380 called that she removed the chicken pen - Yasina Mercado

7/1/2024, [CEC-2024-2960](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
DANI.FORD	Danielle	Under Investigation	Complaint	8/5/2024	Received a call from complainant, Danielle Conn, called regarding property owner(s) allowing their chickens to roam their property and have damaged their property. Ms. Conn is also concerned about chicken coop setbacks. Sent email to Investigator Lambert with information. - Danielle Ford
DAVI.LAMB	David	Under Investigation	Complaint	8/12/2024	On 08/09/2024, I inspected this property based on a citizen's complaint. I met with the complainant who signed a consent form for me to obtain photos from her property. I observed a chicken coup and run within two feet of the property line of the complainant. I also observed chickens that were not secured in the pen but roaming freely in the yard. Complainant states they have had chickens in their yard, and in their garage. I will continue to monitor and reach out to homeowner in reference to this issue. Inspection photos 08/09/2024 uploaded. - David Lambert
DAVI.LAMB	David	Under Investigation	Complaint	8/19/2024	On 08/13/2024, I placed a door hanger on the door in an attempt to make contact with the property owner. While I was there, I did observe a chicken in the backyard in an unsecure area. Inspection photos 08/13/2024 uploaded. - David Lambert
DAVI.LAMB	David	Under Investigation	Complaint	8/19/2024	Phone Call Received 08/13/2024: Property owner called requesting information. I advised her of the complaint and the case process. She advised that her chickens are always in the pen but understood the violation reference being too close to property line. She also advised they would take care of it and that they may be moving. In addition, she stated the chickens that run loose in the neighborhood come from the property down the street at 7 Sandalwood Drive. I advised her I would check into that as well. - David Lambert
DAVI.LAMB	David	Under Investigation	Complaint	9/23/2024	On 09/20/2024, I continued to monitor this property. I did not observe any loose chickens in the yard at this time. It should be noted that the chicken coup is still in violation, but I was told by the property owner that they are moving soon. I will continue to monitor for now. Inspection photos 09/20/2024 uploaded. - David Lambert

7/12/2024, [CEC-2024-3149](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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WILL.EVAN	William	Closed-No Violation	Complaint	8/7/2024	Monitoring 8/6/2024: On 8/6/2024, I continued to monitor this complaint. I did observe free-roaming chickens on this property. However, I did not observe a chicken coop. As Polk County code enforcement does not address free-roam chickens, this complaint will be closed. -William Evans
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7/12/2024, [CMA-2024-870](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-Owner Corrected	Magistrate Violation	7/12/2024	On 07/12/24, I inspected the property based on a complaint of a recently installed shed, along with various types of animals/wildlife. There were no animals/wildlife observed (goats/geese/chicken/horse/elephant). I observed that a shed had been installed in the east end of the back yard which was clearly visible from the street. Per Property Appraiser site aerial photos, the shed was not there in 2020 and was present in 2023. A search of the Building Division Accela database revealed no permit had been issued for the installation of the shed. Staff will send a NOV/NOH to the owner. – Mike Creamer

7/12/2024, [CNU-2024-740](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Payment Required	Nuisance Violation	12/16/2024	On 12/10/2024, I met with PCSO Rivera, Investigator Christopher Cameron and (AEL) All Earth Landscaping at 616 Oakland Rd in Auburndale for a scheduled abatement (cleanup). Christopher, PCSO Rivera and I contacted the homeowners Janet Wilson and Michael Goodwin. The homeowners were advised that due to not coming into compliance by the correct by date on their violation letter the property would now be brought into compliance by the county vendors. Michael Goodwin did not take the news well and began to argue with PCSO Rivera, Michael was advised to go inside the home to avoid being arrested. Janet Wilson requested if her children could remove some items from the property and store them inside before the vendor began cleaning up the property. We allowed Janet approximately 15 minutes to remove items she wanted to keep. The vendor began the clean-up at approximately 8:15 am. The equipment used for this cleanup consists of 1 large trailer, 1 skid steer, 1 ride on lawnmower, rakes, trash cans, a wheelbarrow, and several weed trimmers. The crew consists of 4 people including the owner (Ira). The crew worked on cleaning up the junk and debris which consisted of (trash cans, cardboard, broken toys, car parts, pallets, broken tools, lawn hoses, furniture, construction debris and other miscellaneous debris) as well as appropriately 30 tires). It should be noted that one distressed and abandoned vehicle was towed from the property at around 1pm. The vendor made one trip to the dump around 2:30pm and returned around 4:00pm. The vendor was only able to complete the cleanup for the front of the yard and was finished for the day at around 5:15pm. On 12/11/2024, I met with PCSO Gann, Investigator Christopher Cameron and AEL at 616 Oakland Rd to continue the scheduled cleanup at this property. The cleanup began at around 8 am. The vendors cleaned up the remainder of the property to include the rear of the property. The vendor tore down and removed 2 dilapidated chicken coops and removed several piles of junk and debris from the rear of the property. At approximately 10:30 am Investigator William Evan met us at this property to relieve both Christopher and I. William stayed at property until the clean was complete. William uploaded compliance photos. – Elena Negron

7/15/2024, [CNU-2024-770](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
SAND.TOLL	Sandra	Closed-Owner Corrected	Nuisance Violation	7/15/2024	On 7/15/24, I inspected the property based on a citizen complaint of open storage of junk and debris. I observed overgrowth throughout the property. I also observed open storage of junk and/or debris to include broken tents, tires, trash, and miscellaneous household debris. It appears that the majority of the tents in the rear are chicken coops. Inspection photos downloaded to the case file. - Sandra Wing-Tolleson

7/16/2024, [CEC-2024-3198](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Violation Case Generated	Complaint	8/8/2024	Inspection 8/8/2024: On 8/8/2024, I inspected this property in response to a complaint. During the inspection, I observed a chicken coop on the left side of the property. The coop is less than fifty feet from the property line. I left a door hanger with my contact information, requesting that the property owner contact me. I will monitor this complaint to give the property owner time to contact me. Inspection photos and door hanger photos uploaded. - William Evans
WILL.EVAN	William	Violation Case Generated	Complaint	8/8/2024	Phone Call 8/8/2024: I received a phone call from Melvin Santiago, who stated that he was the property owner. He inquired about where he could have the chicken coop. We decided to meet at his property on 8/12/2024 at 4:00 p.m. to walk his property. -William Evans

7/18/2024, [CEC-2024-3232](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
STEV.COTE	Steven	Closed-No Violation	Complaint	7/18/2024	07/18/2024 As stated in the previous two complaints at this property I have not seen any chickens roosting on this property. There are numerous free ranging in the neighborhood. Steve Cote

7/25/2024, [CBW-2024-2607](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-Owner Corrected	Excessive Bulk Waste	7/26/2024	On 07/26/2024, I inspected the property based upon a complaint from Waste and Recycling for an Excessive Bulk Waste (EBW) violation. I observed an EBW located roadside in front of this property. The EBW consisted of non-conforming items (chicken coop, basketball goal, and a mirror). I photographed and tagged the EBW. I spoke with a white female at the residence. I advised her of the violations and how to correct them. She advised that the violations will be corrected this weekend. EBW Inspection Photos and EBW Tagged Photos uploaded. - Thomas Graziano

7/30/2024, [CEC-2024-3444](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
DANI.FORD	Danielle	Closed-No Violation	Complaint	8/23/2024	Received a second complaint regarding chickens roaming the property and there is no chicken coop on the property. Updated case and sent email to Investigator Cameron. - Danielle Ford
ALLI.SIDO	Allison	Closed-No Violation	Complaint	9/27/2024	On 09/27/2024, I inspected this property based on a citizen complaint. I did not observe the accumulation of outdoor storage and/or junk and debris at the time of my inspection. I did not observe chickens. It should be noted that I spoke with the occupant at the property. I indicated that the door would need to be stored inside the shed. The occupant moved the door and indicated that the other fenced area is his garden. This complaint will be closed unfounded. Inspection photos 09/27/2024 uploaded. -Allison Sidor

7/30/2024, [CEC-2024-3444](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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7/31/2024, [CEC-2024-3484](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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THOM.GRAZ	Thomas	Closed-No Violation	Complaint	8/2/2024	On 08/01/2024, prior to inspecting the property, I researched the complaint. Research of Property Appraiser's website indicate that the property is 0.34 acres in size. The property is zoned RL-2. The complainant was determined to own a property within 250 feet of the alleged chicken violation as required by the ordinance. Therefore, I am permitted to investigate the chicken complaint. 250 Foot Buffer From 8125 Shadywood Ct uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	8/2/2024	On 08/01/2024, I inspected the property based on a complaint. I observed a commercial vehicle with a car carrier type trailer parked in the front yard. I was unable to observe the back yard from my legal access point, as the privacy fence surrounded the property. I did not observe chickens or DAV's, due to the privacy fence. I subsequently went to the complainant's property, where I spoke with the complainant. I asked the complainant how he determined that there were chickens or vehicles in the back yard. He showed me photos that he said he had taken by reaching above the privacy fence line. I advised the complainant that I would not be permitted to use these photos in a Magistrate's Hearing. I returned to the property as listed in the complaint, and I spoke with the property owner, Mr. Rivera. He stated that he had recently purchased the property, unaware that he would not be allowed to park his commercial vehicle in the back yard. I explained the relevant ordinance and the process by which he can apply for a commercial vehicle special exception. I provided guidance both verbally and in writing on the back of the door hanger. I explained to Mr. Rivera that the commercial vehicle cannot be parked anywhere on the property, without an approved special exception. Mr. Rivera informed me that he would obtain suitable off-site commercial parking. He further stated that he would dispose of all chickens on the property. Regarding remodeling his house, the property owner said that he was changing countertops and doing similar interior work that does not involve electrical or plumbing. I advised him that he must obtain all necessary building permits, depending on the scope of the work being performed. I advised the property owner that I will re-inspect his property in two weeks. I returned to the complainant's property to provide him with an update. I will monitor the property for compliance. Inspection Photos 08/01/2024 uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	8/16/2024	On 08/16/2024, I continued to monitor the property. I observed no indications that the commercial trailer remained. I did observe the white Dodge Ram 3500 truck remained. I observed no indications that the chickens remained. I will contact the property owner to request an update. Inspection Photos 08/16/2024 uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	8/16/2024	Phone Call 08/16/2024: I received a phone call from the property owner a few minutes later. He advised that he is shutting down the business as it is too slow. He also confirmed that the chickens and trailer have been removed. He advised that the trailer is parked on US HWY 98 and Banana Rd. I thanked him for resolving the issues. I advised him that I will perform a few more inspections to verify compliance. – Thomas Graziano

8/1/2024, [CMA-2024-965](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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ELEN.DEJE	Elena	Closed-Owner Corrected	Magistrate Violation 8/1/2024	On 07/31/2024, I inspected this property based on a citizen complaint for a food truck in the right-of-way (ROW) and chickens running loose outside of the property. I observed a food truck in front of this property in the county ROW. I contacted the PCSO and advised them that this food truck has been in ROW for some time now. Deputy Drumman met me at the property and advised me that he will take care of the situation. I received a text message from Deputy Elliot later that day advising that she had passed by this property and stated that the food truck had been removed. I also observed several chickens running in and out of the property. Per the Land Development Code (LDC) Section 222(E) 2 - Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. Inspection photos uploaded. - Elena Negron
ELEN.DEJE	Elena	Closed-Owner Corrected	Magistrate Violation 9/5/2024	On 09/04/2024, I re-inspected this property with Supervisor Tonya Long. I observed that all the chickens were contained in a chicken coop, however this property is 0.8 acres and can't accommodate the 50-foot setbacks for a chicken coop. The chickens need to be removed off the property for this property to be in compliance. This property remains in violation. Re-inspection photos 09/04/2024 uploaded.

8/15/2024, [CEC-2024-3693](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-No Violation	Complaint	9/16/2024	Inspected location on 9/12/24 and took photos of entire property. Found chicken coop to one side of the property. The land use is A/RR and lot is 0.47 acres. The property is 195 feet deep and 105 in width. The chicken coop would need to be in the center of the property. Will request a courtesy letter to be sent. - Lisa Harris
CO000968	Lisa	Closed-No Violation	Complaint	9/16/2024	Checked the LDC and found if land use is A/RR (read following) -- E.Livestock and Fowl in Residential Neighborhoods (Revised 2/5/19 Ord. 19-008; 12/15/15; Ord. 15-080; 1/10/12; Ord. 12-001) This section is intended to address the balance between quality of life for residents and responsible animal husbandry in residential neighborhoods. Code enforcement action of this subsection (222 E.) may be initiated only by complaint from and owner of residential property within 250 feet of the property on which livestock or fowl are contained. The following provision apply to only residential properties less than 1/2 acre (21,780 square feet) in size and do not apply to any property within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. These provisions do not apply to the good faith commercial agricultural use of land (bona fide agricultural purposes), as defined in F.S. § 193.461. Since the property is A/RR this doesn't apply. CO - Lisa Harris

8/20/2024, [CEC-2024-3767](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CODETEMP	Code	Violation Case Generated	Complaint	8/21/2024	MS. JONES WANTED TO SEND THE VIDEO/PICTURES SHE TOOK OF THE CHICKENS VIA CODESADMIN, ALSO PROVIDED INVESTIGATOR HARRIS, PHONE NUMBER AND EMAIL, AS SHE WANTED TO SPEAK WITH HER. PHYLLIS CLAY
CO000968	Lisa	Violation Case Generated	Complaint	8/21/2024	Received call from complainant 813-802-1453 regarding a video where the woman at this location with bread in her hand feeding the chickens. Will re-visit property and send notice- Lisa Harris
CO000968	Lisa	Violation Case Generated	Complaint	8/23/2024	Reinspected location on 8/21/24 and took photos showing chickens are in her yard. Send notice - Lisa Harris

8/23/2024, [CMA-2024-1059](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	8/23/2024	2024/08/23 Reinspected location on 8/21/24 and took photos showing chickens are in her yard. Send notice - Lisa Harris
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	8/23/2024	2024/08/21 Received call from complainant 813-802-1453 regarding a video where the woman at this location with bread in her hand feeding the chickens. Will re-visit property and send notice- Lisa Harris
CO000968	Lisa	Closed-Owner Corrected	Magistrate Violation	8/23/2024	2024/08/21 MS. JONES WANTED TO SEND THE VIDEO/PICTURES SHE TOOK OF THE CHICKENS VIA CODESADMIN, ALSO PROVIDED INVESTIGATOR HARRIS, PHONE NUMBER AND EMAIL, AS SHE WANTED TO SPEAK WITH HER. PHYLLIS CLAY
PATR.KING	Patrick	Closed-Owner Corrected	Magistrate Violation	11/26/2024	On 26 November 2024, I re-inspected this property and did not observe or hear any chickens on the property. This case will be closed compliant by owner. Inspection photos have been uploaded to the case file. -Patrick King

8/27/2024, [CEC-2024-3907](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
RAYM.ELDR	Raymond	Assigned to Investigator	Complaint	9/24/2024	On 09/04/2024, I inspected this property based on a citizen complaint. This property consists of 2.02 acres and is zoned RS/X. The photos for this inspection were taken from 5336 Grimes Rd, with a signed consent form from the property owner. I observed a privacy fence between the complainant property and complaint property. I was able to obtain photos from and area that extends into the lake to observe past the privacy fence. I was also able to obtain photos through the privacy. Once I was able to clearly see the property, I observed at least one chicken coop on the fence line. I also observed what appeared to be other animal structures on the property. I also observed a chicken through a broken portion of the privacy fence in the coop, directly on the property line. Inspection photos 09/0/2024 and consent form uploaded. I will confer with management reference this case, as this property is potentially bona-fide agricultural. Raymond Eldridge/Steve Gaston

8/29/2024, [CMA-2024-1073](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Re-Inspection Pending	Magistrate Violation	8/29/2024	On 08/28/2024, I inspected this property based on a citizen complaint for a chicken coop too close to the property line. This property is 0.42 acres and is zoned RL-3 (residential low). I met with Scott Liberatore (Complainant) at his property (2018 NW Marilyn Ave Winter Haven). Scott is the rear neighbor to the address in question. I was able to observe a large chicken coop from the rear yard as well as observe chickens and baby chickens through broken panels in the fence. I observed the chicken coop is almost against the rear fence and not 50 feet away from the neighbor's property line. This property is in violation of LDC Section 222, Livestock and Fowl in Residential Neighborhoods E (2) - Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. Inspection photos uploaded. - Elena Negron

8/29/2024, [CMA-2024-1079](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Re-Inspection Pending	Magistrate Violation	8/29/2024	2024/08/08 Phone Call 8/8/2024: I received a phone call from Melvin Santiago, who stated that he was the property owner. He inquired about where he could have the chicken coop. We decided to meet at his property on 8/12/2024 at 4:00 p.m. to walk his property. - William Evans

8/29/2024, [CMA-2024-1079](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Re-Inspection Pending	Magistrate Violation	8/29/2024	2024/08/08 Inspection 8/8/2024: On 8/8/2024, I inspected this property in response to a complaint. During the inspection, I observed a chicken coop on the left side of the property. The coop is less than fifty feet from the property line. I left a door hanger with my contact information, requesting that the property owner contact me. I will monitor this complaint to give the property owner time to contact me. Inspection photos and door hanger photos uploaded. -William Evans
WILL.EVAN	William	Re-Inspection Pending	Magistrate Violation	8/29/2024	Inspection 8/29/2024: On 8/29/2024, I inspected this property. I observed a chicken coop within fifty feet of the left and rear property line. This is in violation of LDC, Chapter 2, Section 222 – Agricultural, E. Livestock and Fowl in Residential Neighborhoods: 2. Fowl and Swine shall be kept in pens or fenced areas at least 50 feet from neighboring residential property lines. Inspection photos uploaded. -William Evans
WILL.EVAN	William	Re-Inspection Pending	Magistrate Violation	9/10/2024	Phone Call 9/10/2024: I received a phone call from the property owner. He stated that the chicken coop had been moved. -William Evans
PATR.BOAT	Patricia	Re-Inspection Pending	Magistrate Violation	11/8/2024	On 11/8/2024, I conducted an inspection of the property as the new investigator for the area based on area modifications. I observed the chicken coop is not meeting the 50-foot setback requirements. Additionally, a case review indicated an extension letter was sent to the property owner based on the circumstances surrounding Hurricane Milton. Due to company policies this case will be transferred back to Investigator Evans to present it before the Special Magistrate. Once this is completed it will transfer to me as the assigned Investigator. Inspection photos have been uploaded into the case file. -Patricia Boatwright

8/29/2024, [CNU-2024-1095](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
FELI.RAMO	Felix	Closed-Owner Corrected	Nuisance Violation	8/29/2024	2024/08/29 8/28/2024- I inspected the property and did not observed any chickens or peacocks. I did notice that yard appears overgrown. Given this fact a CNU will be generated from this complaint. Photos taken and attached to this case. Felix Ramos

8/30/2024, [CMA-2024-1082](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-Owner Corrected	Magistrate Violation	9/23/2024	Office Visit 9/23/2024: On 9/23/2024, Gloriana Martinez came to the office when I was there to speak to me. She explained that the reason the barbwire was up because of the neighbor's dogs attacking her dogs and chickens. I advised her of the code and suggested that she put an electrical fence up. She agreed and requested an extension. I agreed to give her until 10/15/2024. -William Evans

9/3/2024, [CEC-2024-4009](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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RAYM.ELDR	Raymond	Violation Case Generated	Complaint	9/24/2024	On 09/13/2024, I inspected this property based on a citizen complaint. I observed a partially flooded front yard. I also observed two "structures" on the left side of the property, one being a make-shift chick coop and a make-shift dog enclosure. It does not appear that either of these "structures" have a solid/ridged roof. Something else currently appears to be being built, it is unclear what it is and/or will be. This property is zoned A/RRX and consists of 1.01 acres. As this property is zoned A/RRX, the 50 foot requirements for the setbacks on the chicken/duck coop does not apply. I will continue to monitor this property to determine what is being in the front yard. Inspection photos 09/13/2024 uploaded. - Raymond Eldridge
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9/3/2024, [CMA-2024-1088](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
STEV.GAST	Steve	Closed-Owner Corrected	Magistrate Violation	9/3/2024	2024/06/24 On 06/19/2024, I inspected this property based on a citizen complaint. The complainant advised that horses, goats, chicken/roosters, cats and dogs are roaming this property. I did not observe any indication of the animals addressed in the complaint. I did not observe any live animals or pens/cages. It should be noted that I did hear a rooster, but I was unable to determine the origins. I will reach out to the complainant for further information reference this complaint. Inspection photos 06/19/2024 uploaded. - Raymond Eldridge

9/5/2024, [CEC-2024-4042](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	9/20/2024	On 09/20/24, Investigator Sanchez and I met with Complainant James Heal at his residence of 1114 Colony Arms Court. Mr. Heal signed a consent form allowing access to his yard to inspect the subject property of 1119 Brighton Way. The original complaint included hedges encroaching on his property, rats and chickens. Mr. Heal led us throughout his entire yard and advised that he had recently killed two rats in his garage; therefore, he has put out several rat traps around his house. We observed that the subject property's hedges had recently been cut/trimmed away from the complainant's privacy fence. According to Mr. Heal, rats came into his yard when the hedges were cut/trimmed down. Based on the hedges being cut/trimmed down, they are no longer encroaching on the complainant's property. We did not observe any rats during this inspection and we also did not hear any chicken activity coming from the subject property. Due to the wooden privacy fence, we were unable to have visual access to the subject property to confirm chicken activity. We explained to Mr. Heal that the only potential violation may be the alleged loose chickens. We then went to the subject property of 1119 Brighton Way. There was no answer at the door; therefore, I left a card for a return call to ascertain if there were any loose chickens in the back yard. The subject property also had a wooden privacy fence for the back yard. There were spaces between the fence slats allowing some visual access and no chickens were observed or heard from standing in the front driveway. Per the property appraiser site, the subject property is .69 acre, which is larger than the county fowl ordinance covering properties that are less than .5 acre. Monitoring. - Mike Creamer

9/5/2024, [CEC-2024-4042](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
MICH.CREA	Michael	Closed-No Violation	Complaint	9/27/2024	On 09/25/24, I talked with 1119 Brighton Way Property Owner Darcy Deeds. Mrs. Deeds advised that they do have a few chickens; however, they are located within a fenced area and that they are more then 50 feet from the complainant's property line. I explained the entire complaint and advised her of the ordinance covering fowl on properties less than .5 acre. I confirmed with her that her property is larger than what is outlined within the ordinance. Subsequently, there were no violations. Case closed. - Mike Creamer

9/9/2024, [CBW-2024-2821](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Payment Required	Excessive Bulk Waste	9/10/2024	On 09/09/2024, I observed an Excessive Bulk Waste (EBW) violation. The location of the EBW was observed at 305 Camelia Ln (across the street from this property). The EBW consists of items consistent with debris from broken down chicken coops reference case CMA-2024-965. This property was in violation of having chicken coops on the property and not having the proper acreage to support the coops. Case CMA-2024-965 was brought into compliance by removing the chicken and the coops from the property. I observed the debris from the chicken coop was placed on a 305 Camelia Ln, (which at this time is vacant). I tagged the EBW. EBW photos uploaded. - Elena Negron
ELEN.DEJE	Elena	Payment Required	Excessive Bulk Waste	11/20/2024	On 11/20/2024, I re-inspected this property after the 30-day grace period following Hurricane Milton. I observed the debris (wire, wood, and other material) from the chicken coop remains. This property remains in violation. Re-inspection photos 11/20/2024 uploaded. - Elena Negron

9/16/2024, [CEC-2024-4178](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	9/20/2024	On 09/17/2024, I inspected the property based upon a complaint. I was unable to observe or hear any chickens on this property, due to a privacy fence that surrounds the property. This property and complaint do meet the criteria set forth in LDC, Chapter 2, Section 222 Agricultural, E. Livestock and Fowl in Residential Neighborhoods, for a possible citation. I will attempt to schedule an inspection with the complainant in the future. Inspection Photo 09/17/2024 uploaded. - Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	9/24/2024	On 09/24/2024, I continued to monitor the property. I was unable to observe or hear any chickens. The privacy fence inhibited my observations. I will monitor the property, pending a return call from the complainant. Inspection Photos 09/24/2024 uploaded. - Thomas Graziano

9/16/2024, [CEC-2024-4178](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	9/24/2024	Phone Call 09/24/2024: The complainants (both male and female) returned my phone call and advised that the neighbor still has the rooster and other chickens on the property. The complainants advised that he cannot see the chickens from the ground level. The complainant offered to go onto his roof and use a telescopic photo lens to photograph the chickens. I advised him that I cannot utilize photos taken in that manner. I explained to the complainant that Code Enforcement must see the violation (legal means only) in order to cite for the violation. I explained that I need to provide photographic evidence of the violation to the SM, at the SM Hearing, to proceed forward with citing the property. The complainants advised that they can hear and smell the chickens. I continued to explain that I need to see the violation to cite for the violation. Sounds and odors can strengthen the case, only if the chickens are observed. The complainants advised that the alleged violator stated that they will remove the rooster, but they have not done so yet. I advised the complainant that they can follow up with the court system and file a civil claim or contact their HOA for other possible remedies. However, Code Enforcement is unable to proceed forward with citing the property as the alleged violation cannot be observed. This case will be closed, as the complainants advised that the alleged violation cannot be observed. – Thomas Graziano

9/16/2024, [CEC-2024-4195](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
WILL.EVAN	William	Closed-No Violation	Complaint	9/23/2024	Office Visit 9/23/2024: On 9/23/2024, Gloriana Martinez came to the office when I was there to speak to me. She explained that the reason the barbwire was up because of the neighbor's dogs attacking her dogs and chickens. I advised her of the code and suggested that she put an electrical fence up. She agreed and requested an extension. I agreed to give her until 10/15/2024. -William Evans

9/16/2024, [CEC-2024-4196](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JOHN.STEN	John	Closed-No Violation	Complaint	9/20/2024	On 09/17/2024, the following research was conducted prior to responding to this complaint: LDC, Section 222, requires that a complainant reporting a fowl or swine violation must live within 250 feet of an alleged violation in order for Code Enforcement to take action. I verified that the complaint was generated from an owner of a residential property within 250 feet of the alleged violation. A search of the Property Appraiser's website indicated that the respondent's property is .26 acres in size. A search of the Property Appraiser's Aerial Photo indicates that the complainant's and respondent's property adjoin at the back yards. A review of the GIS Viewer maps indicates that the respondent's property is in a RS zone and is not exempt from the above referenced ordinance. I inspected the property based upon a complaint of pigs being too close to the complainant's property and creating a strong smell. From my legal access point on the right-of-way, I observed a small section of wire fencing in the back yard. However, I observed no pigs or other animals within the fenced area. I was unable to detect any odors consistent with pigs or swine. I will continue to monitor the property. Inspection Photos 09/17/2024 uploaded. – Jay Stenger

9/20/2024, [CEC-2024-4282](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	9/23/2024	On 09/23/2024, I reviewed this complaint before inspecting the property. I noted that the complainant is listed as "John Post" I searched the Property Appraiser's website as well as the phone number. All searches indicate that "John Polston" resides at the location of the complainant. Therefore, this is not a valid complainant, due to the discrepancy with the last name of the complainant. However, I inspected the property based upon a complaint, looking for any life safety violations. I observed no life safety issues. Additionally, I noted that there were no indications that the property is being used for a home based business for building chicken coops on a commercial level. I observed no outdoor storage of equipment, materials, or chicken coops. Home based businesses are permitted, as long as the activities for the business are conducted inside of the structure(s), along with other restrictions. Therefore, this complaint will be closed as unfounded. Snip of Property Appraiser's Website, Snip of Phone Number Search, and Inspection Photos uploaded. – Thomas Graziano

9/27/2024, [CEC-2024-4399](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	10/3/2024	Phone Call 10/02/2024: I contacted the complainant, Mr. Allee, to find out more information about his complaint. He advised that the back of there were two pipes, approximately ten inches in diameter that were installed in the back of the neighbor's property, underneath a structure. Mr. Allee alleged that the pipes are causing flooding onto his property. I advised the complainant that this may be a civil issue, not a Code Enforcement issue. He also advised that his neighbors have chickens and donkeys. He expressed concerns with the chickens being so close to his property. Mr. Allee also expressed concern with a dead tree. I asked Mr. Allee if the tree is still rooted in the ground. He said yes. Mr. Allee advised that he is out of town and his wife will be home later today. However, he provided me with verbal consent to enter onto his property to inspect and obtain photos. I asked Mr. Allee to text me authorization, so it is in writing. – Thomas Graziano

9/27/2024, [CEC-2024-4399](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	10/3/2024	On 10/02/2024, I inspected the property based upon a complaint. I proceeded to the back of the complainant's property with verbal and written consent. I observed a drainage-like pathway. The pathway contained eroded sandy soil and some water-like liquid. The soil and water may have originated from the neighboring property, located at 5033 Lewellyn Rd. That property is at a higher elevation/grade. According to the Property Appraiser's Aerial Photo and the Field Maps app, the drainage-like pathway is located on both parcels. I stayed on the complainant's side of the pathway throughout my inspection. Both the complainant's property and the alleged violator's property contained a privacy fence. The alleged violator's fence significantly impeded my ability to observe the property. I notated there was a gap in the bottom of the fence, which appeared to be the source of the water and eroded sandy soil. I was able to observe some larger concrete-like blocks inside of the hole. I was unable to observe or identify a pipe in the hole or a pipe originating from the alleged violator's property. As I was conducting my inspection, I could hear sounds consistent with chickens. The sound appeared to originate from the southeast corner of the alleged violator's property. I could also observe some leaves from trees that appeared to be fruit trees. The leaves and trees extended over the fence line. I also observed what appeared to be the dead tree rooted in the ground that Mr. Allee referenced earlier. As the tree was still rooted, this is not a violation. Additionally, the property is exempt from the organic debris ordinance, as it is larger than one acre in size. I also observed several roof tops from the complainant's property. They appeared to be the roof tops to several structures. I will attempt to make contact with the alleged violator. Inspection Photos 10/02/2024 uploaded. – Thomas Graziano
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	10/3/2024	Phone Call 10/02/2024: In the second voicemail from Ms. Allee, she stated that she is concerned with the source of the runoff, as the alleged violator "has livestock back there, chickens and stuff." She identified the water as being "brackish" and wanted to know if the water could be tested. She also mentioned that she does not know if there are any permits for the buildings on the alleged violator's property. However, her largest concern is the runoff with the erosion. She requested a call back. – Thomas Graziano

9/27/2024, [CEC-2024-4399](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	10/3/2024	<p>Phone Call 10/02/2024: I contacted Mr. Santana for a second time. This time I was able to speak with him. Mr. Santana advised that the recent rain washed out the drainage-like pathway area. I asked Mr. Santana what changed to wash out the area recently. Mr. Santana explained that Mr. Allee sprayed an herbicide throughout the pathway, causing the grass and roots to die. According to Mr. Santana, the destruction of the grass and roots led to the sandy soil becoming loose and washing down into the pathway. I advised Mr. Santana that his assessment seems to be accurate as the 2023 Property Appraiser's Aerial Map indicated that there was grass throughout the pathway. Mr. Santana advised that there were no issues with the pathway until the herbicide was deployed, contributing to the erosion. I explained to Mr. Santana that the drainage-like pathway isn't actually a drainage pathway. I explained to Mr. Santana that the pathway was used for drainage during the construction process, but it is not on the plat as a drainage pathway. I asked if/when any pipes were added to the area. Mr. Santana advised that one pipe, similar in nature to a French drain, was added recently to aid in the water runoff. I asked Mr. Santana to remove any pipes leading into the pathway. Mr. Santana advised that he placed some concrete blocks into the hole to prevent the soil from washing out. I advised Mr. Santana that I could observe the blocks in the photos. Mr. Santana asked if he could build a wall there. I advised Mr. Santana that a wall would require a building permit. However, he may be able to extend the fence into the ground/hole, fill the hole with stone or blocks that won't wash away, plant some grass to prevent the erosion, or any other combination that would resolve the issue. I asked Mr. Santana to make sure his water does not shed off the property into the pathway. Mr. Santana advised that his goal is to have the property return to its original condition, with the water being retained on his property. I then asked Mr. Santana which kind of animals are on the property. Mr. Santana advised that there are several chickens, roosters, a mini horse, a dog, and a bird. I asked Mr. Santana what his uncle, the property owner, does with the chickens. Mr. Santana advised that the chickens are raised on the property and the eggs are sold at the flea market. He also advised that his uncle grows multiple fruit trees including guava, mango, and avocado trees. Mr. Santana advised that his uncle also sells the fruit at the flea market. Mr. Santana explained that his uncle is retired, and these agricultural activities occupy his time. I asked Mr. Santana what is stored in the buildings. He advised that the buildings contain items related to the chickens, mini horse, a bird, and the fruit tree operation. The items include feed, equipment, the chickens themselves, and other items that are needed for maintaining the agricultural activities. I advised Mr. Santana that the property meets the requirements set forth in Florida Statute 604.50 as the land is used for bona fide (for profit) agricultural purposes, reference the chicken eggs and fruit. Therefore, the nonresidential buildings are "exempt from the Florida Building Code and any county or municipal code or fee". This means that the county cannot enforce any building permit requirements, including setbacks. I asked Mr. Santana when he thinks he could have the water runoff into the pathway issue corrected. He estimated that he should have it corrected within a week, by 10/09/2024. He advised that his uncle will be out of the area on a cruise, on or around 10/19/2024 so he would like it completed before then. I asked Mr. Santana to contact me once the issue is resolved. Snip of Florida Statute 604.50 uploaded. - Thomas Graziano</p>

9/27/2024, [CEC-2024-4399](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	10/18/2024	On 10/17/2024, I met with Ms. Allee (complainant) at her property. She provided me with verbal consent to enter onto her property to inspect and obtain updated photos. I observed there was recent sod placed in the back. I also observed the gap in the neighbor's fence was filled with blocks. Furthermore, I observed no pipes that were leading from the neighbor's property to her own property. There was a small trench dug in the middle between both properties to allow drainage. I observed no issues that would cause erosion in the future. Ms. Allee was pleased and very thankful for the efforts put forth by all parties. She explained that her husband and the neighbors have split the cost of the sod. I advised Ms. Allee that I can close out the complaint or follow up with her in a few weeks to make sure everything remains without issue. She asked me to follow up with her in a few weeks, just to make sure the issues remained corrected. Ms. Allee also advised that she has no issues with the chickens and enjoys the personalities that they display. I thanked Ms. Allee for her patience and understanding in this situation. I also provided her with my business card, should she have concerns in the future. While talking with Ms. Allee, her husband contacted me and LVM. He advised that they will stake down the sod in a few days. He asked me to contact him with any concerns. I will continue to monitor the property to determine if the issues remain corrected. Inspection Photos 10/17/2024 uploaded. – Thomas Graziano

10/2/2024, [CEC-2024-4442](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
PATR.BOAT	Patricia	Closed-Duplicate	Complaint	10/8/2024	On 10/7/2024, I inspected the property due to a citizen's complaint. I observed a distressed and abandoned vehicle located in the front driveway with extensive front-end damage. It should be noted, the chicken coop could not be observed from my legal vantage point. During this investigation I made contact with a young man (no name given) who advised he was the property owners nephew. I gave my card to the young man as means to make contact with the owner/s. A call was then received from the property owner (Naomy and Annonce Laumond; 863-262-8144) on 10/8/2024 in which I was able to discuss the observed violations. I was then advised the distressed and abandoned vehicle will be moved to the back of the property pending the current Hurricane moving in our direction. I was also informed the fence panels in need of repair will also be removed. The chicken coop was not discussed during this conversation. Subsequently, this case will remain in monitoring status to confirm compliance. Inspection photos have been uploaded into the case file. Patricia Boatwright

10/2/2024, [CEC-2024-4444](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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JOHN.STEN	John	Assigned to Investigator	Complaint	10/23/2024	On 10-18-2024, Investigator Boatwright and re-inspected the property based upon a citizen complaint. I observed that the property owner had removed damaged fence sections on the left side of the house. Several fence sections remained in disrepair on the right side. The property owner advised that the fence repair project had been interrupted by Hurricane Milton. I observed a chicken coop located in the back yard. A review of Property Appraiser website aerial view indicates that the coop does not comply with setback requirements. Due to conditions created by Hurricane Milton, this case will be placed on hold per instructions from Code Enforcement management. Re-Inspection Photos uploaded. Jay Stenger, Patricia Boatwright
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10/25/2024, [CEC-2024-4681](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
THOM.GRAZ	Thomas	Closed-No Violation	Complaint	11/21/2024	On 11/20/2024, I inspected the property based upon a complaint. I observed minimal junk and debris from my legal access point, the right-of-way. The junk and debris that I observed was under the cover of rigid roofs. Therefore, it was not stored openly and is not in violation of the DFR Ordinance. I also observed some small children's pools that were openly stored. However, there was at least one chicken that I observed on the property. It is possible that the children's pools are related to the chickens. I was unable to positively identify any of the paint cans that were mentioned by the complainant. This complaint will be closed as unfounded. Inspection Photos 11/20/2024 uploaded. - Thomas Graziano

10/28/2024, [CEC-2024-4695](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Violation Case Generated	Complaint	11/19/2024	On 11/18/2024, I inspected this property based on a citizen complaint for roosters on the property. This property is 0.36 acres and is zoned RL-3 (Residential Low). I met with the complainant (Annette Abdullah) at her property 118 Lake Whistler Dr. who signed a consent form allowing me onto her property to obtain photos of her neighbor's property at 117 Pine Tree Ln. I observed several roosters and chickens in the rear yard of this property. I also observed a large chicken coop on this property. The chicken coop I observed is not 50 feet from the neighboring property lines. Per the Land Development Code (LDC) Section 222 (A) Agricultural No structure for the sheltering or feeding of animals (such as barns, stables, coups, aviaries, troughs or feeders) shall be permitted to be built within 50 feet of a property boundary except within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. Inspection photos 11/18/2024 and consent form uploaded. -- Elena Negron

10/28/2024, [CEC-2024-4698](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
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MARC.ZAYA	Marc	Closed-No Violation	Complaint	12/2/2024	On 11/22/2024, I inspected the property based upon a complaint. I observed that to the rear of this property was a fairly newly developed community. I was not able to observe any chicken coops on the property due to the privacy fence. While at the property, I was able to speak with Mr. Luis Medero (Property Owner). I advised Mr. Medero as to the nature of my business. Mr. Medero advised that he did have chickens inside coops as well as some other birds that he raises in the rear yard of his property. Mr. Medero advised that his coops are positioned against his fence on the rear of the property and he inquired if he was in the wrong. I advised Mr. Medero on the LDC and provided him a handout of LDC, Chapter 2, Section 222, Subsection E. I advised Mr. Medero that I would continue to monitor this complaint (case) to allow him time to come into compliance. I also advised Mr. Medero to reach out if he had any additional questions or concerns along the way. Inspection Photos 11/22/2024. -Marc Zayas
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11/19/2024, [CMA-2024-1275](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Closed-Owner Corrected	Magistrate Violation	11/19/2024	2024/11/19 On 11/18/2024, I inspected this property based on a citizen complaint for roosters on the property. This property is 0.36 acres and is zoned RL-3 (Residential Low). I met with the complainant (Annette Abdullah) at her property 118 Lake Whistler Dr. who signed a consent form allowing me onto her property to obtain photos of her neighbor's property at 117 Pine Tree Ln. I observed several roosters and chickens in the rear yard of this property. I also observed a large chicken coop on this property. The chicken coop I observed is not 50 feet from the neighboring property lines. Per the Land Development Code (LDC) Section 222 (A) Agricultural No structure for the sheltering or feeding of animals (such as barns, stables, coups, aviaries, troughs or feeders) shall be permitted to be built within 50 feet of a property boundary except within the A/RR, A/RRX, PM and CORE Future Land Use Map districts. Inspection photos 11/18/2024 and consent form uploaded. - Elena Negron
ELEN.DEJE	Elena	Closed-Owner Corrected	Magistrate Violation	12/10/2024	Phone Call 12/10/2024: Scott Cronin (Property owner) called to advise he is working to remove the chicken coop from the property. - Elena Negron

11/22/2024, [CEC-2024-5013](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
RAYM.ELDR	Raymond	Assigned to Investigator	Complaint	12/13/2024	On 12/10/2024, I inspected this property based on a citizen complaint. Upon my arrival on the property, an individual later identified as the property owner was in the front yard. I introduced myself and he identified himself as the owner. I indicated to him that I received a complaint reference his roosters and chickens. Mr. Andree (property owner) advised that he did have chickens and roosters. I told him that I am not allowed to tell him he cannot have chickens/roosters, but the county does regulate the location of chickens/roosters. As this property is 100' feet wide and the ordinance says the chickens/roosters have to be 50 feet from the property line. As he would not be able to meet that number, I advised him that he would need to apply for a variance. Mr. Andree was aware that I cannot require him to remove the chickens/roosters, but he voluntarily offered to remove the roosters. I advised Mr. Andree that I would leave this as a complaint as he worked towards removing the roosters and applying for a variance through the Land Development Division. I will continue to monitor this complaint. Inspection photos 12/10/2024 uploaded. -Raymond Eldridge

11/22/2024, [CEC-2024-5013](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
RAYM.ELDR	Raymond	Assigned to Investigator	Complaint	12/13/2024	Text Received 12/12/2024: Property owner indicated that the roosters have been removed. -Raymond Eldridge
RAYM.ELDR	Raymond	Assigned to Investigator	Complaint	12/13/2024	Phone Call Made 12/13/2024: I updated the complainant on how I was handling this case. I also advised him according to the respondent the roosters have been removed. I also discussed the variance process that the respondent indicated he would apply for. - Raymond Eldridge

12/3/2024, [CEC-2024-5096](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
JOSE.SANC	Jose	Assigned to Investigator	Complaint	1/3/2025	On 1.2.2025, Investigator Creamer and I attempted to make contact at the residence regarding their complaint of chickens / fowl at the listed property. After several attempts and no response, a business card was left at the front door. We remained in the immediate area investigating additional complaints for an extended period and at no time did we hear or see any chickens / fowl, other than hawks. This case will remain in a monitoring status in hopes that contact with the complainant can be made. Monitoring. – Jose Sanchez

12/11/2024, [CMA-2024-1364](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
RAYM.ELDR	Raymond	In Violation	Magistrate Violation	12/11/2024	2024/09/24 On 09/13/2024, I inspected this property based on a citizen complaint. I observed a partially flooded front yard. I also observed two "structures" on the left side of the property, one being a make-shift chick coop and a make-shift dog enclosure. It does not appear that either of these "structures" have a solid/ridged roof. Something else currently appears to be being built, it is unclear what it is and/or will be. This property is zoned A/RRX and consists of 1.01 acres. As this property is zoned A/RRX, the 50 foot requirements for the setbacks on the chicken/duck coop does not apply. I will continue to monitor this property to determine what is being in the front yard. Inspection photos 09/13/2024 uploaded. - Raymond Eldridge

12/20/2024, [CEC-2024-5275](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
ELEN.DEJE	Elena	Closed-No Violation	Complaint	1/9/2025	On 01/09/25, I inspected this property based on a citizen concern for chicken running loose on the property. This property was previously in violation for having chicken/ chicken coops on a property not large enough to store them. The property owner removed all the chicken coops and sold the chickens. I was advised by the property owners that they no longer own chickens or are housing any. I closed the case as compliant on 09/9/24. I did not observe any chicken coops or chickens on this property. This case will be closed as unfounded. Inspection photos uploaded. -- Elena Negron

1/7/2025, [CEC-2025-49](#)

ADDED BY USERID	ADDED BY NAME F	RECORD STATUS	RECORD TYPE	COMMENT DATE	COMMENTS
CODETEMP	Code	Assigned to Investigator	Complaint	1/8/2025	Adelene Young @ 404-392-4869 per her phone call today, she wanted to withdraw the case. She spoke with Mr. Morales and her told her he would put a pen up and keep the chickens in it. Phyllis Clay

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-5, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, AMENDING CHAPTER 2, SECTION 222, TO ALLOW STRUCTURES FOR THE SHELTERING AND FEEDING OF ANIMALS AT TEN FEET FROM PROPERTY LINES; PROHIBITING ROOSTERS AND OTHER DISRUPTIVE FOWL ON RESIDENTIAL PROPERTIES UNDER ONE-HALF ACRE; AMENDING CHAPTER 9, SECTION 930, VARIANCES AND SPECIAL EXCEPTIONS, TO ALLOW A VARIANCE PROCESS FOR STRUCTURE SETBACKS; AMENDING CHAPTER 10 TO PROVIDE FOR DEFINITIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

An ordinance of the Polk County Board of County Commissioners regarding Land Development Code amendment LDCT-2025-5, amending Ordinance No. 00-09, as amended, the Polk County Land Development Code, amending Chapter 2, Section 222, Agricultural, to allow structures for the sheltering and feeding of animals at ten feet from property lines; prohibiting roosters and other disruptive fowl on residential properties under one-half acre; amending Chapter 9, Section 930, Variances and Special Exceptions, to allow a variance process for structure setbacks; amending Chapter 10 to provide for definitions; providing for severability; and providing for an effective date.

This is a Board-directed LDC Text Amendment to reduce the setbacks for chicken coops to 10 feet and prohibit roosters in Residential Land Use Districts under ½-acre and outside of A/RR, PM, and CORE land use districts.

LDCT-2025-5 - Chicken Coops & Roosters

Menu Reports Help

Application Name: [Chicken Coops & Roosters](#)

File Date: [02/17/2025](#)

Application Type: [BOCC-LDC Text Change](#)

Application Status: [Approved for Hearing](#)

Application Comments:	View ID	Comment	Date
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Description of Work: [Chicken Coops & Roosters Text](#)

Application Detail: [Detail](#)

Address: [330 W CHURCH ST, BARTOW, FL 33830](#)

Parcel No: [253006393000000172](#)

Owner Name: [POLK COUNTY](#)

Contact Info:	Name	Organization Name	Contact Type	Contact Primary Address	Status
	Ian Nance		Applicant	Mailing_330 W Church...	Active

Licensed Professionals Info:	Primary	License Number	License Type	Name	Business Name	Business License #
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Job Value: [\\$0.00](#)

Total Fee Assessed: [\\$850.00](#)

Total Fee Invoiced: [\\$0.00](#)

Balance: [\\$0.00](#)

Custom Fields: LD_PUBL_HEAR
PUBLIC HEARINGS
Development Type
[Board of County Commissioners](#)
Variance Type
—
Affordable Housing

Application Type
[Government Project](#)

Brownfields Request
—

GENERAL INFORMATION

Expedited Review	Number of Lots —
Will This Project Be Phased	Acreage 0
DRC Meeting 02/27/2025	DRC Meeting Time 12:15 PM
Rescheduled DRC Meeting —	Rescheduled DRC Meeting Time —
Number of Units —	Green Swamp No
Is this Polk County Utilities	Case File Number —
FS 119 Status Non-Exempt	One Year Extension —

ADVERTISING

Legal Advertising Date —	BOCC1 Advertising Date —
BOCC2 Advertising Date —	Advertising Board Board of County Commissioners

MEETING DATES

Community Meeting —	Planning Commission Date 04/02/2025
BOA Hearing Date —	1st BOCC Date 5/6/2025
2nd BOCC Date 5/20/2025	

HEARING

PC Hearing Results —	PC Vote Tally —
BOCC 1st Hearing Results —	BOCC 1st Vote Tally —

BOCC 2nd Hearing Results

FINAL LETTER

Denovo Appeal

Denovo Tally

LD_PUBL_HEAR_EDL

Opening DigEplan List...

DigEplan Document List

[Open](#)

PLAN REVIEW FIELDS

TMPRecordID

[POLKCO-REC25-00000-006W8](#)

RequiredDocumentTypesComplete

No

Activate FSA

[Yes](#)

BOCC 2nd Vote Tally

Denovo Results

DocumentGroupforDPC

[DIGITAL PROJECTS LD](#)

AdditionalDocumentTypes

[Applications, AutoCad File, Binding, Site Plans, \(PDs and CUs\), CSV, Calculations, Correspondence, Design Drawings, Flood/Traffic Studies, Impact Statement, Inspections, Miscellaneous Plats, Record Drawings, Response Letter Resubmittal Complete, Staff Report/Approval Letter, Survey, Title Opinion](#)

DigitalSigCheck

[Yes](#)

RequiredDocumentTypes

Activate DPC

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board Number of Boards (Number) Number of Mailers (Number) Date Mailed Date Posted NOR

Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	Application Submittal	Lyndsay Rathke	Application ...	02/17/2025	Lyndsay Rathke
	Surveying Review	Mike Benton	Approve	03/03/2025	Mike Benton
	Roads and Drainage Review	Phil Irven	Approve	02/19/2025	Phil Irven
	Engineering Review	Rodney Isaac	Approve	03/06/2025	Rodney Isaac
	Fire Marshal Review	Kim Turner	Not Required	02/27/2025	Kim Turner
	Planning Review	Ivan Nance	Approve	02/20/2025	Ivan Nance
	School Board Review	School District	Not Required	02/18/2025	School District
	Review Consolidation	Lyndsay Rathke	Approved for...	03/06/2025	Lyndsay Rathke
	Staff Report				
	Public Notice				
	Planning Commision				
	BOCC Hearing				
	Final Letter				
	DEO Review				
	Second BOCC Hearing				
	Archive				

Condition Status:	Name	Short Comments	Status	Apply Date	Severity	Action By
Scheduled/Pending Inspections:	Inspection Type	Scheduled Date	Inspector	Status	Comments	
Resulted Inspections:	Inspection Type	Inspection Date	Inspector	Status	Comments	

Pursuant to Resolution No. 2022-089, the following individuals are requested to be recognized as experts for land use cases presented under expedited hearing procedures:

- Benjamin A. Dunn, CPM – Director, Office of Planning and Development
- Benjamin J. Ziskal, AICP, CEcD – Director, Land Development Division
- Chanda Bennett, AICP, CPM – Comprehensive Planning Administrator
- Erik Peterson, AICP – Planning Administrator
- Mark Bennett, AICP, FRA-RA, CNU-A - Senior Planner
- Ian Nance – Senior Planner
- Robert Bolton – Planner III
- Johnathan Sims – Planner II
- Aleya Inglima - Planner II
- Andrew Grohowski - Planner II
- Kyle Rogus - Planner I

Ivan (Ian) A. Nance
(863) 534-7621
ivannance@polk-county.net

Skills Summary

- Outgoing, creative, and independent individual with excellent communication, time management, networking, budgeting, and writing skills.
- Strong computer skills including familiarity with Microsoft Office, Outlook, PowerPoint, Adobe Reader, SPSS, Excel, and social media programs.
- Ability to use a variety of sources to conduct qualitative and quantitative research and present findings in a clear, concise format.

Employment History & Accomplishments

Polk County Board of County Commissioners (BoCC)

December 2017 – Present

Senior Planner – Land Development

- Planning Commission Coordinator
 - Assign Planning Commission and BoCC cases to Land Development planners and track progress.
 - Conduct analysis of development applications and write staff reports to support the findings.
 - Create slideshows and present cases before BoCC, Planning Commission, and Land Use Hearing Officer.
- Site Plan Review
 - Review engineered site plans for compliance with the Polk County Comprehensive Plan and Land Development Code (LDC).
 - Conduct research for non-conforming use determinations and land use verification letters
- Represent Planning on the Development Review Committee (DRC).
 - Review Pre-Application Requests and provide written response.
 - Serve as liaison for Planning during face-to-face DRC meetings and follow-up with citizens as necessary.

Freelance Writer

February 2012 – Present

- Published in the *Lakeland Ledger*, *Orlando Sentinel*, *Florida Game & Fish*, *Lakeland*, *Florida Sportsman*, and *Petersen's Hunting*.

ADEPT Community Services

February 2010 – December 2017

Support Coordinator/Team Leader

- Coordinated service providers for developmentally disabled Medicaid Waiver Consumers. Created service budgets, request, and justify services through written Support Plans, and maintain consumer files. Serve as advocate for consumers.

- Supervised 4-5 other coordinators. Worked closely with Supervisor on Quality Assurance, Billing, and Human Resources objectives. Visited with consumers and their families to discuss goals and issues with service.

Polk County School Board

October 2008 – February 2010

Substitute Teacher

Supplemental Instructional Services, Inc

July 2007 - July 2008

District Coordinator

- Launched company's program in Polk County. Recruited, interviewed, trained, and managed a team of 12 tutors over 8 elementary schools.
- Marketed company and enrolled families at provider fairs.
- Wrote Service-Learning Plans as a contract between parents, company, and School Board for establishing academic goals and benchmarks for achievement.
- Created and delivered monthly invoices to Polk County School Board for company's service and maintained legal documents including leasing information, progress reports, and attendance information.

Polk County School Board

January 2004 - April 2006

Substitute Teacher

Mulberry Corporation

May - August 1999, 1998

Administrative Assistant

Education

Master's Degree in Public Administration, 2006
University of Central Florida
Orlando, FL

B.A. Degree in Political Science, 2003
University of Florida
Gainesville, FL

LDCT-2025-5

Chicken Coops & Roosters LDC Text Amendment

Legal Ad published 3/19/25 – No Response

Request:

This is a County-initiated request to amend LDC Section 222 to allow ten-foot setbacks for structures for the sheltering and feeding of fowl; prohibiting roosters and other disruptive fowl on properties under ½-acre; and amending Chapter 9, Section 930, Variances and Special Exceptions, to conform with these changes.

- *Board-directed LDC amendment to address the balance between quality of life for residents and responsible animal husbandry in residential areas.*
 - *Allow structures for the sheltering/feeding of livestock & fowl to 10 feet of property lines.*
 - *Prohibit roosters on properties under ½-acre outside of the A/RR, COREX, and PM land use districts*
- *Not applicable to Bona Fide Agriculture.*
- *Exemptions for show animals and educational projects.*
- *Less restrictive than surrounding jurisdictions.*

BoCC Dates: 5/6 & 5/20

DRC Recommends Approval

Agenda Item 9

DRC Recommendation: Approval



Livestock & Fowl on Residential Property – Section 222.A:

The Issues

- *Current setbacks for structures intended for feeding/sheltering animals of 50 feet too restrictive.*
- *In 2024, Code Enforcement logged 225 complaints regarding fowl.*
 - *Roosters making noise in residential areas.*
 - *34 Specific to Roosters*

What is changing:

- ***Allowing structure setbacks to be 10 feet from property line***
- ***Prohibiting Roosters on properties under ½-acre.***

What is NOT Changing!

- *Exemptions for Show Animals & Educational Projects.*
- *No effect on Bona Fide agriculture.*
- *Not applicable on ANY property in Agricultural/Residential Rural, CORE in the Green Swamp, or Phosphate Mining Future Land Use districts*
- *Code Enforcement action can only be initiated by property owners within 250 feet of the property on which fowl are located.*



Staff Recommends Approval

- Staff surveyed 12 counties and 6 cities
 - Roosters prohibited in residential districts/zones.
 - Proposed setbacks consistent with other jurisdictions.
- Provides greater leniency when placing feeding/sheltering structures than currently allowed.



Jurisdiction (Code citation)	Are Chickens Permitted in Residential Districts?	What are the limitations placed on them?	What other livestock types are restricted?
Alachua County Sec. 404.13	Yes	Up to 6 Hens per residence. No Roosters. 50' setback from property all lines.	Horses – 1/ac, 1 ac. min. lot Goats and Sheep – 10/ac, 1 ac. min lot Hogs – 1/ac, 1 ac. min lot Cows – 1.5/ac, 1.5 ac. min lot Pot-bellied Pigs – 0.5/ac, 0.5 ac. min lot
Brevard County Sec. 62-2108	Yes	Up to 4 Hens on lots ½ acre or more. Meet Accessory setbacks No Roosters.	No other livestock on any land except Agricultural zoning.
Duval County Sec. 656.422, 462.901, & 462.902	Yes	Requires a permit. Up to 5 hens, min. 1 acre 5 more for every ½ acre after 1 ac. No Roosters. Accessory setbacks	No other livestock permitted in residential areas. Swine are required to be setback 200 feet from any inhabited dwelling.
Hardee County Sec. 2.09.00	No.	n/a	Allowed in Agricultural (A-1) and Farm Residential (F-R) districts with a 50' setback from any offsite residential structure.
Highlands County Section 12.05.200, 12.05.316	No.	n/a	Livestock and fowl are only permitted in Agricultural (AU) district. In AU district hogs or poultry are not permitted within 100 feet of any dwelling under separate ownership or within 50 feet of residentially zoned property or within 50 feet of any lot line. (except for 4-H, and FFA projects)
Hillsborough County Sec. 6.11.129 Sec. 6.11.13	LUHO Conditional Use	Up to 5 Hens, 10' setback No roosters, capons or cockerels.	No other livestock in residential districts except for Honeybees.
Lake County Sec. 10.01.06	Yes	Up to 5 Chickens, 20' setback Must be fenced or enclosed. No roosters.	Other livestock only permitted in Agriculture (A) and Agricultural Residential (AR) districts.
Manatee County Sec. 2-4-24, 531.1	Yes	Up to 4 chickens. 10' from residential property lines, 25' from residential dwelling No roosters or male chickens. Must be inside enclosure from dusk til dawn, fenced dawn til dusk. Enclosure must provide 4 square feet per chicken.	Minimum two acres and 75' setback for all other livestock.
Orange County Sec. 38-79 (37)	Conditional Use	IFAS Training Required Site Plan, Coop, Pen Up to 4 Chickens 15' side setback, 10' rear, 6' opaque fence No roosters. Permit is not transferable.	Agricultural property: <5 acres max 30 chickens 5-10 ac 100 chickens >10 unlimited Swine 100' setback from all property lines
Osceola County Sec. 4-30	Yes.	Fenced or cooped. Up to 6 hens. 25' from rear and side lot lines Roosters prohibited in residential districts	1 horse for every undeveloped acre Pot-bellied pigs 100' setback 2 swine for every full acre



Polk County
Board of County Commissioners

Agenda Item O.1.

6/17/2025

SUBJECT

Public Hearing to consider adoption of a resolution to vacate a portion of platted, unopened, and unmaintained right-of-way as shown on the map of Goldenbough Association's Plat of Homesites, Lake Wales, Florida. Also accept a Quit Claim Deed for additional right-of-way for Goldenbough Road . (No fiscal impact)

DESCRIPTION

The County has received a petition from CB Myers III, P.A., as authorized agent for Lake Aurora Christian Assembly, LLC, to vacate a portion of platted, unopened, and unmaintained right-of-way lying North of Lot 1 as shown on the map of Goldenbough Association's Plat of Homesites, recorded in Plat Book 4, Page 65. The subject right-of-way lies in Section 13, Township 30 South, Range 28 East.

The map of Goldenbough Association's Plat of Home Sites, filed in 1919, depicts various rights-of-way throughout the plat which are presumed to be public. The petitioner owns property on both sides of the right-of-way lying to the north of Lot 1 and east of Goldenbough Road which are bisected by the platted right-of-way. It has requested the vacation in order to assemble and more fully utilize its property. During the review of the vacation request it was discovered that a portion of Goldenbough Road lies outside of existing documented right-of-way in an area owned by the petitioner. The County requested the petitioner convey additional right-of-way to the County for the existing roadway and the petitioner agreed to the County's request. Vacating the right-of-way will remove the public's interest in the subject area which will allow the petitioner to more fully utilize its property.

Charter Communications, Duke Energy, Florida Southeast Connection LLC, Frontier Communications and Uniti Fiber LLC 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

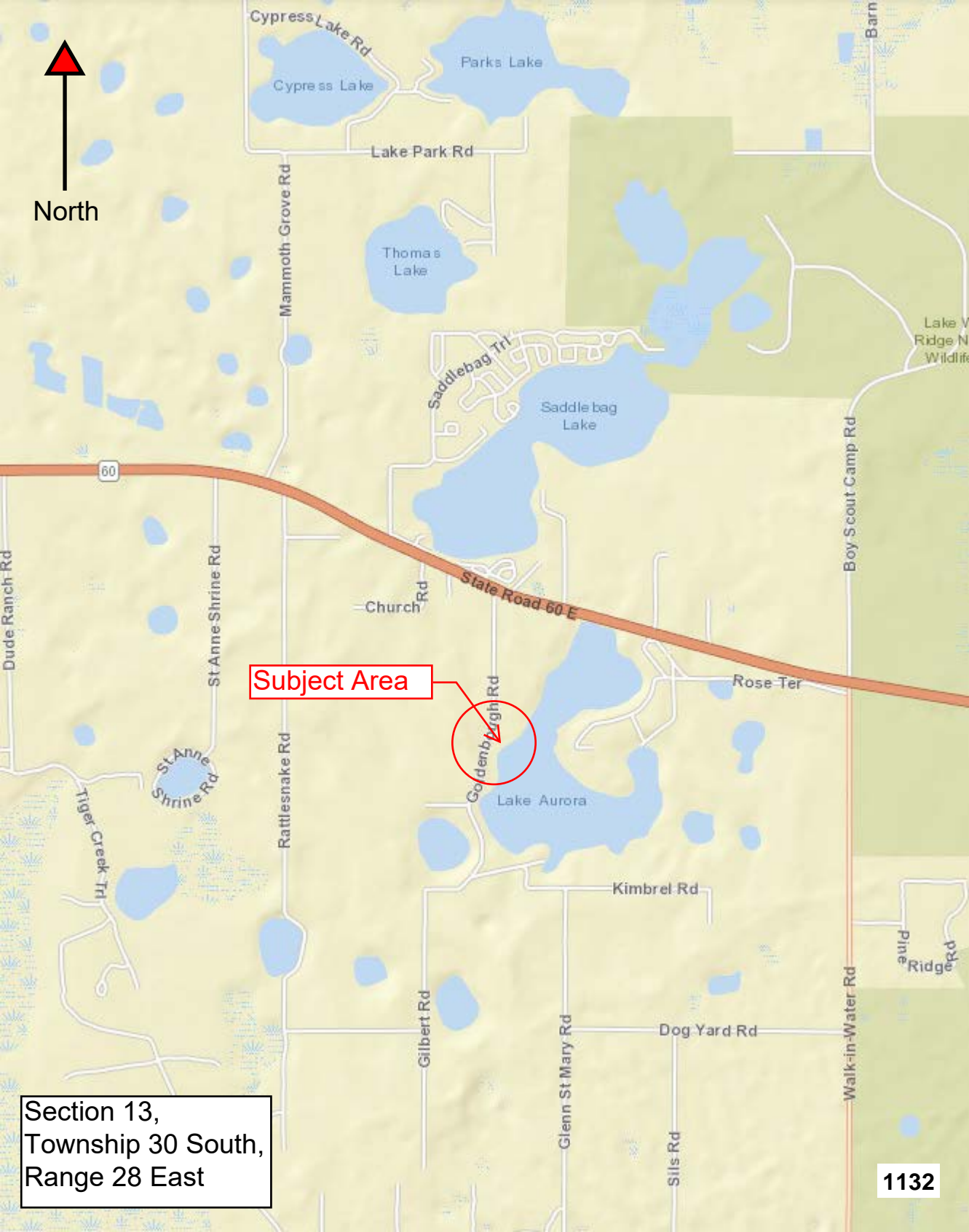
Request Board waive petition fee and adopt a resolution to vacate a portion of platted, unopened, and unmaintained right-of-way shown on the map of Goldenbough Association's Plat of Homesites as more fully described in the legal description contained in the petition and resolution attached hereto. Also request Board accept the Quit Claim Deed from the petitioner for additional right-of-way for Goldenbough Road.

FISCAL IMPACT

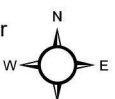
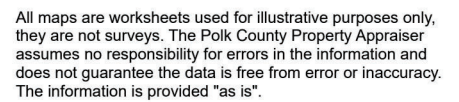
No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577



Section 13,
Township 30 South,
Range 28 East

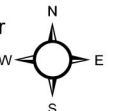
[illegible]



All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".



Polk County Property Appraiser
Polk County, Florida
March 31, 2025



64

4

1135

THE GOLDENBOUGH ASSOCIATION'S PLAT OF HOME SITES.

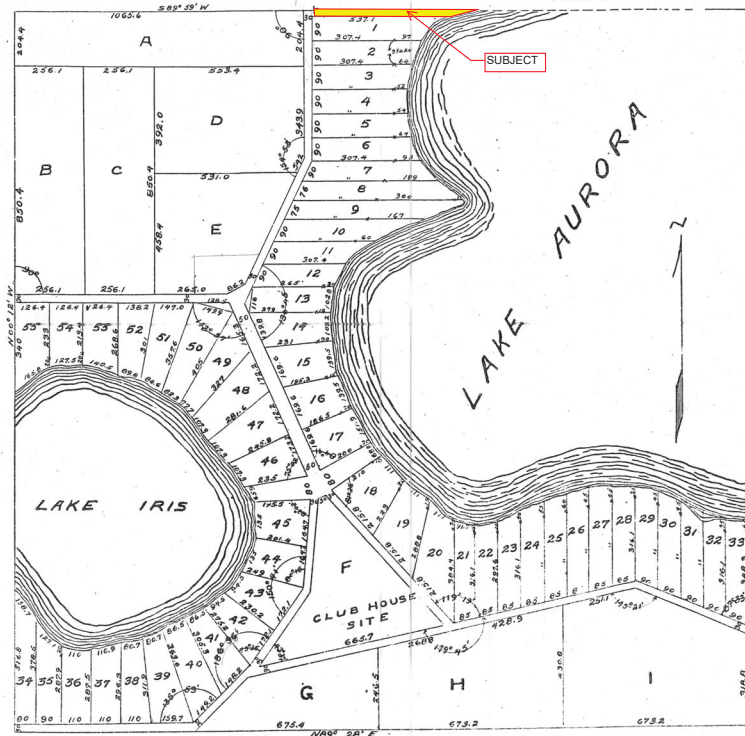
Accepted and ordered
filed for record by
Irwin A. Yarnell.

J. A. YARNELL'S SUBDIVISION
OF THE NE 1/4 OF SEC. 13, T. 30 S., R. 28 E.,
POLK CO., FLORIDA.

May 1919

B. M. Sullivan
Surveyor
Shoals & L. 12288 JUL 13 1919

Filed
Sept. 2, 1919
J. A. Yarnell
Cash Current Cont.



4

65



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. _____
C/C Meeting: _____

Date Received: _____
Complete: _____

Please type or print clearly.

A. Property Owner(s): (Attach additional sheets if required)

Name LAKE AURORA CHRISTIAN ASSEMBLY		Email
Address 237 GOLDEN BOUGH RD		
City LAKE WALES	State FL	Zip 33898
Phone 863-696-1102	Fax	Cellular

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 CB Myers, III, P.A		Email corby@cbmiii.com
Address 202 E Stuart Ave		
City Lake Wales	State FL	Zip 33859
Phone 863-679-5337	Fax	Cellular

General Information

D. General Location of Property to be Vacated:

Property Location or Address
GOLDEN BOUGH RD LAKE WALES, FL 33898
Parcel Number(s): 283013946200000010

Legal Description ⁽¹⁾ (Attach additional sheets as necessary)
All that certain 15 foot wide Right-of-Way lying North of Lot 1 of The Goldenbough Association's
Plat recorded in Plat Book 4, Page 65 and Lying East of Golden Bough Rd as described in
Map Book 4 Pages 147, all lying and being in Polk County, Florida
The subject property is located within a <input checked="" type="checkbox"/> platted or <input type="checkbox"/> unrecorded subdivision. How was this right-of-way reserved? <input checked="" type="checkbox"/> Plat <input type="checkbox"/> Deed <input type="checkbox"/> 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)

<input type="checkbox"/> Code Violation. (Attach copy of letter citing violation.) <input type="checkbox"/> Need to clear an existing encroachment. (Describe encroachment below.) <input type="checkbox"/> Request to vacate to allow for construction of: <div style="display: flex; justify-content: space-between; padding: 2px 5px;"> <input type="checkbox"/> Pool <input type="checkbox"/> Screened Pool/Deck <input type="checkbox"/> Building Addition (Describe Below). <input checked="" type="checkbox"/> Other (Describe below) </div>
Additional Comments:
Property Owner owns both sides of Right of way

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 24th day of March, 20 25.

Lake Aurora Christian Assembly

Petitioner Name

237 Golden Bough Rd

Address

Lake Wales, FL 33898

City/State/Zip

Phone 863-696-1102

x Stephen K Bornemann
Petitioner's Signature CEO

Petitioner Name

Address

Petitioner's Signature

City/State/Zip

Phone

STATE OF FLORIDA

COUNTY OF Polk

The foregoing instrument was acknowledged before me this 24th day of March, 20 25, by Stephen K Bornemann, who ☒ is / are personally known to me or ☐ who has / have produced _____ as identification and who ☒ did / ☐ did not take an oath.

Cornelius B. Myers III
Notary Public, State of Florida
My Comm. Expires July 1, 2025
Commission #HH148341

[Signature]
Notary Public
My Commission Expires: _____
Commission No.: _____

Exhibit "A"

Project Number: 0813E25-1

VACATION DESCRIPTION

A parcel of land being a portion of THE GOLDENBOUGH ASSOCIATION'S PLAT OF HOME SITES (I.A. Yarnell's Subdivision) as recorded in Plat Book 4, Page 65, of the Public Records of Polk County, Florida, lying in Section 13, Township 30 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

That part of a 15 feet wide platted right-of-way being depicted North of Lot 1 on said THE GOLDENBOUGH ASSOCIATION'S PLAT OF HOME SITES that lies east of the following described line:

Commence at an Axle marking the northwest corner of Lot "A" of said THE GOLDENBOUGH ASSOCIATION'S PLAT OF HOME SITES, said Axle having a Northing coordinate of 1289342.56 feet and an Easting coordinate of 826194.31 feet (Florida State Plane Coordinate System, North American Datum of 1983, Florida West Zone, Adjustment of 2011, U.S. Survey feet); thence North 89°40'44" East, 1067.28 feet to a 5/8 inch Iron Rod; thence continue North 89°40'44" East, 84.10 feet to a 4 inch by 4 inch concrete monument; thence continue North 89°40'44" East, 9.33 feet to the **Point of Beginning**; thence South 16°57'40" West, 24.07 feet to the **Point of Terminus**.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

RESOLUTION NO. 2025-_____

VACATING AND CLOSING A PORTION OF PLATTED, UNOPENED, UNMAINTAINED RIGHT-OF-WAY WITHIN THE MAP OF GOLDENBOUGH ASSOCIATION'S PLAT OF HOMESITES, LAKE WALES, POLK COUNTY, FLORIDA.

WHEREAS, the petition of Lake Aurora Christian Assembly, through his authorized representative CB Myers, III, P.A., requesting that the Board of County Commissioners of Polk County, Florida, vacate, abandon, discontinue and close a portion of platted, unopened, unmaintained right-of-way as shown on the map of Goldenbough Association's Plat of Homesites described as:

SEE 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 17TH day of June, 2025; and

WHEREAS, notice of intention to apply to the Board of County Commissioners to close said right-of-way was duly published in Lakeland Sun, a newspaper of general circulation in Polk County, Florida; and

WHEREAS, a hearing has been held this 17th day of June, 2025, 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 17th day of June, 2025.

Exhibit "A"

A parcel of land being a portion of THE GOLDENBOUGH ASSOCIATION'S PLAT OF HOME SITES (I.A. Yarnell's Subdivision) as recorded in Plat Book 4, Page 65, of the Public Records of Polk County, Florida, lying in Section 13, Township 30 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

That part of a 15 feet wide platted right-of-way being depicted North of Lot 1 on said THE GOLDENBOUGH ASSOCIATION'S PLAT OF HOME SITES that lies east of the following described line:

Commence at an Axle marking the northwest corner of Lot "A" of said THE GOLDENBOUGH ASSOCIATION'S PLAT OF HOME SITES, said Axle having a Northing coordinate of 1289342.56 feet and an Easting coordinate of 826194.31 feet (Florida State Plane Coordinate System, North American Datum of 1983, Florida West Zone, Adjustment of 2011, U.S. Survey feet); thence North 89°40'44" East, 1067.28 feet to a 5/8 inch Iron Rod; thence continue North 89°40'44" East, 84.10 feet to a 4 inch by 4 inch concrete monument; thence continue North 89°40'44" East, 9.33 feet to the **Point of Beginning**; thence South 16°57'40" West, 24.07 feet to the **Point of Terminus**.

This Instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Melanea Hough
Additional Right-of-Way
Parent Parcel I.D. No.: 283013-946200-000010

QUIT CLAIM DEED

THIS INDENTURE, made this 4th day of June, 2025, between **STEPHEN K. BORNEMANN, CEO of LAKE AURORA CHRISTIAN ASSEMBLY, INC., a Florida not for profit corporation**, whose address is 237 Golden Bough Road, Lake Wales, FL 33898 Grantors, 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 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 Attached Exhibit "A"

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Lake Aurora Christian Assembly, Inc.,
a Florida not for profit corporation

Jennifer Rodz
Witness

Print Name Jennifer Rodriguez

Address 202 E Stuart ave LW FL 33859

[Signature]
Witness

Print Name CB Myers III

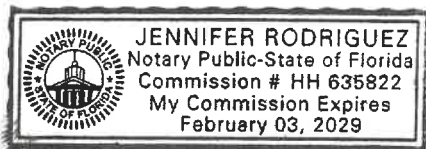
Address 202 E Stuart ave LW FL 33859

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of June, 2025 by Stephen K. Bornemann, CEO of Lake Aurora Christian Assembly, Inc., a Florida not for profit corporation who ☐ is personally known to me or ☒ has produced FL DL as identification.

(AFFIX NOTARY SEAL)



Jennifer Rodz
Notary Public

Print Name Jennifer Rodriguez

My Commission Expires February 3, 2029

Project Name: Goldenbough Road
Project Number: 0813E25-1

Road Number: 081301
Tax Folio Number: 28-30-13-946200-000010

DESCRIPTION

A parcel of land being a portion of THE GOLDENBOUGH ASSOCIATION'S PLAT OF HOME SITES (I.A. Yarnell's Subdivision) as recorded in Plat Book 4, Page 65, of the Public Records of Polk County, Florida, lying in Section 13, Township 30 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

That part of Lots 1, 2, 3, 4, and 5 of said THE GOLDENBOUGH ASSOCIATION'S PLAT OF HOME SITES that lies west of the following described lines:

Commence at an Axle marking the northwest corner of Lot "A" of said THE GOLDENBOUGH ASSOCIATION'S PLAT OF HOME SITES, said Axle having a Northing coordinate of 1289342.56 feet and an Easting coordinate of 826194.31 feet (Florida State Plane Coordinate System, North American Datum of 1983, Florida West Zone, Adjustment of 2011, U.S. Survey feet); thence North 89°40'44" East, 1067.28 feet to a 5/8 inch Iron Rod; thence continue North 89°40'44" East, 84.10 feet to a 4 inch by 4 inch concrete monument; thence continue North 89°40'44" East, 9.33 feet to the **Point of Beginning**; thence South 16°57'40" West, 24.07 feet; thence South 18°14'27" West, 62.13 feet; thence South 12°27'40" West, 27.26 feet; thence South 08°06'57" West, 84.62 feet; thence South 05°09'12" West, 49.32 feet; thence South 02°11'55" West, 48.39 feet; thence South 00°19'15" West, 50.37 feet; thence South 01°06'51" West, 128.99 feet to the south line of said Lot 5, and the **Point of Terminus**, said point being North 89°52'11" East, 10.38 feet from a 5/8 inch Iron Rod and plastic cap that is stamped "PLS 3381".

Containing 9886 square feet, more or less.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

THIS IS NOT
A SURVEY

NORTH

SCALE
1" = 100 feet

POC
FOUND AXLE
NW COR. LOT "A"
N = 1289342.56
E = 826194.31

FIR 5/8"
N 89°40'44" E
1067.28' (F)

FCM 4"x4"
84.10' (F)
L1
POB
L2

Line Table		
LINE #	DIRECTION	LENGTH
L1	N 89°40'44" E	9.33'
L2	S 16°57'40" W	24.07'
L3	S 18°14'27" W	62.13'
L4	S 12°27'40" W	27.26'
L5	S 8°06'57" W	84.62'
L6	S 5°09'12" W	49.32'
L7	S 2°11'55" W	48.39'
L8	S 0°19'15" W	50.37'
L9	S 1°06'51" W	128.99'
L10	N 89°52'11" E	10.38'

GOLDENBOUGH ROAD

EAST R/W PER P.B. 4, PG. 65

FIRC 5/8"
"PLS 3381"

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

TAX FOLIO #
283013
946200
000010

TAX FOLIO #
283013
946200
000060

THE GOLDENBOUGH ASSOCIATION'S
PLAT OF HOME SITES
(I.A. YARNELL'S SUBDIVISION)
P.B. 4, PG. 65

- LEGEND**
- (C) = CALCULATED
 - (P) = PLAT
 - COR. = CORNER
 - FCM = FOUND CONCRETE MONUMENT
 - FIR = FOUND IRON ROD
 - FIRC = FOUND IRON ROD AND CAP
 - 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)
 - PLS = PROFESSIONAL LAND SURVEYOR
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - POT = POINT OF TERMINUS
 - P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
 - R = RANGE
 - R/W = RIGHT-OF-WAY
 - SEC = SECTION
 - T = TOWNSHIP

SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON 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
05/19/25



Digitally signed
by John Richard
Noland Jr.
Date: 2025.05.19
14:42:59 -04'00'

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

THIS SKETCH IS
NOT VALID
WITHOUT THE
SIGNATURE AND
THE ORIGINAL
SEAL OF A
LICENSED
SURVEYOR AND
MAPPER.

DESCRIPTION SKETCH
LOCATED IN SECTION 13,
TOWNSHIP 30 SOUTH, RANGE 28
EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE

3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880

PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No. 2 of 2	Drawn by: MSK	Checked by: JRN	Check Date: 05/19/25
Parcel Number: N/A	PREPARED FOR: REAL ESTATE SERVICES		File Name: 0813E25-1





Polk County
Board of County Commissioners

Agenda Item O.2.

6/17/2025

SUBJECT

Public hearing to consider adoption of an Assessment Resolution setting the rate of collection and approval of the Non-Ad Valorem Assessment Roll for the 2025 Local Provider Participation Fund special assessment, and authorizing the County Manager to execute Letters of Agreement with the State of Florida Agency for Health Care Administration. (no fiscal impact)

DESCRIPTION

On May 3, 2022, the Board adopted Ordinance 2022-029 establishing the Polk County Local Provider Participation Fund. Pursuant to such ordinance (as subsequently amended by Ord. 2024-028), the Board may annually adopt an Assessment Resolution setting the Assessment amounts that in the aggregate will generate sufficient revenue to fund the non-federal share of payments associated with Local Services (defined as health care services to Medicaid, indigent and uninsured members of the Polk County community) to be funded by the Assessment.

There are six area hospitals located in Polk County (all private, non-profit organizations): Winter Haven Hospital and Bartow Regional Medical Center (both operated by BayCare), Heart of Florida Regional Medical Center and Lake Wales Hospital (both operated by AdventHealth), Encompass Health Rehabilitation Hospital of Lakeland, and Lakeland Regional Health. These hospitals provide medical care annually to indigent and uninsured residents and those who qualify for Medicaid. On average, Medicaid covers only 60% of the costs of the health care services actually provided by area hospitals. The State of Florida received federal authority to establish the Statewide Medicaid Managed Care Hospital directed payment program to offset the hospitals' uncompensated Medicaid costs. The State of Florida also received federal authority to continue the Low Income Pool Program, ensuring continued government support for health care safety net providers to offset uncompensated charity care for uninsured low-income individuals. These programs use InterGovernmental Transfers to allow local county governments to provide matching funds on behalf of qualifying health care service providers, to the Agency for Health Care Administration.

The special assessment would only be imposed upon the six Hospitals located in Polk County, as listed above. The proposed rate of collection for the 2024 Local Provider Participation Fund special assessment is 3.67% of inpatient gross patient revenue without Medicare and 11.65% of outpatient net patient revenue without Medicare for each Hospital, as specified in the Non-Ad Valorem Assessment Roll. In order to impose and collect the special assessment, as requested by the Hospitals, and pursuant to the procedures set forth in Ordinance 2022-029, as amended, the Board must adopt an Assessment Resolution and Non-Ad Valorem Assessment Roll.

If the Board adopts the Assessment Resolution, the State of Florida, through its Agency for Health Care Administration, will send Polk County a Letter of Agreement memorializing the County's intent to participate in the Statewide Medicaid Managed Care Hospital directed payment program in 2025 to offset the Hospitals' uncompensated Medicaid costs. The Letter of Agreement must be signed by the County and submitted to the Agency for Health Care Administration before the deadline of October 1, 2025.

The County will invoice each of the six Hospitals for their mandatory payment amount, due upon receipt of invoice (around November 2025). Assessment funds collected by the County from the Hospitals will be submitted to AHCA through intergovernmental transfer upon the agency's request.

RECOMMENDATION

1) Approve and adopt the Assessment Resolution and Non-Ad Valorem Assessment Roll setting the rate of collection for the 2025 Local Provider Participation Fund special assessment; and 2) Authorize the County Manager to execute, on behalf of Polk County, the (i) Hospital Directed Payment Program and (ii) Low Income Pool Program Letters of Agreement with the State of Florida Agency for Health Care Administration on or before the deadline of October 1, 2025.

FISCAL IMPACT

There is no fiscal impact to the County. Funds collected from the special assessment will be disbursed to AHCA upon the agency's request.

CONTACT INFORMATION

Joy Johnson, Administrator, Health and Human Services, 534-5204

RESOLUTION NO. 2025-____

AN ASSESSMENT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, AUTHORIZING AND ADOPTING NON-AD VALOREM SPECIAL ASSESSMENTS WITHIN THE COUNTY LIMITS FOR THE PURPOSE OF BENEFITING ASSESSED PROPERTIES THROUGH SUPPLEMENTAL PAYMENT PROGRAMS FOR LOCAL SERVICES; FINDING AND DETERMINING THAT CERTAIN REAL PROPERTY IS SPECIALLY BENEFITED BY THE ASSESSMENT; COLLECTING THE ASSESSMENTS AGAINST THE REAL PROPERTY; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENTS AND THE METHOD OF COLLECTION; AUTHORIZING AND DIRECTING THE PUBLICATION OF NOTICES IN CONNECTION THEREWITH; PROVIDING FOR CERTAIN OTHER AUTHORIZATIONS AND DELEGATIONS OF AUTHORITY AS NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, hospitals in Polk County’s jurisdiction (the “Hospitals”) annually provide millions of dollars of uncompensated care to uninsured persons and those who qualify for Medicaid because Medicaid, on average, covers only 60% of the costs of the health care services actually provided by Hospitals to Medicaid-eligible persons, leaving hospitals with significant uncompensated costs; and

WHEREAS, the State of Florida (the “State”) received federal authority to establish supplemental payment programs to offset hospitals’ uncompensated Medicaid costs and charity care costs and improve quality of care provided to Florida’s Medicaid, indigent, and uninsured populations; and

WHEREAS, Hospitals have asked Polk County (the “County”) to impose non-ad valorem special assessments upon certain real property interests held by the Hospitals to help finance the non-federal share of the supplemental payment programs; and

WHEREAS, the only real property interests that will be subject to the non-ad valorem assessments authorized herein are those belonging to the Hospitals; and

WHEREAS, the County recognizes that one or more of the Hospitals within the County’s boundaries may be located upon real property leased from governmental entities and that such Hospitals may be assessed because courts do not make distinctions on the application of special assessments based on “property interests” but rather on the distinction of the classifications of real property being assessed; and

WHEREAS, the funding raised by the County assessment will, through intergovernmental transfers (“IGTs”) provided consistent with federal guidelines, support additional funding for supplemental payments to Hospitals; and

WHEREAS, the County acknowledges that the Hospital properties assessed will benefit directly and especially from the assessments as a result of the above-described additional funding provided to said Hospitals; and

WHEREAS, the County has determined that a logical relationship exists between the services provided by the Hospitals, which will be supported by the assessments, and the special and particular benefit to the real property of the Hospitals; and

WHEREAS, the County has an interest in promoting access to health care for its low-income and uninsured residents; and

WHEREAS, leveraging additional federal support through the above-described IGTs to fund supplemental payments to the Hospitals for health care services directly and specifically benefits the Hospitals’ property interests and supports their continued ability to provide those services; and

WHEREAS, imposing assessments limited to Hospital properties to help fund the provision of these services and the achievement of certain quality standards by the Hospitals to residents of the County is a valid public purpose that benefits the health, safety, and welfare of the citizens of the County; and

WHEREAS, the assessments ensure the financial stability and viability of the Hospitals providing such services; and

WHEREAS, the Hospitals are important contributors to the County’s economy, and the financial benefit to these Hospitals directly and specifically supports their mission, as well as their ability to grow, expand, and maintain their facilities in concert with the population growth in the jurisdiction of the County; and

WHEREAS, the Board finds the assessments will enhance the Hospitals’ ability to grow, expand, maintain, improve, and increase the value of their Polk County properties and facilities under all present circumstances and those of the foreseeable future; and

WHEREAS, the County is proposing properly apportioned assessments by which all Hospitals will be assessed at uniform rates that are compliant with 42 C.F.R. § 433.68(d); and

WHEREAS, on May 3, 2022, the Board of County Commissioners adopted Ordinance 2022-029, as subsequently amended on May 7, 2024 by Ordinance 2024-028, enabling the County to levy uniform non-ad valorem special assessments, which are fairly and reasonably apportioned among the Hospitals’ property interests within the County’s jurisdictional limits, to establish and maintain a system of funding for IGTs to support the non-federal share of supplemental payment programs, thus directly and specially benefitting Hospital properties.

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

Section 1. Definitions. As used in this Resolution, the following capitalized terms, not otherwise defined herein or in the Ordinance, shall have the meanings below, unless the context otherwise requires.

Assessed Property means the real property in the County to which an Institutional Health Care Provider holds a right of possession and right of use through an ownership or leasehold interest, thus making the property subject to the Assessment.

Assessments means non-ad valorem special assessments imposed by the County on Assessed Property to fund the non-federal share of supplemental payment programs that will benefit hospitals providing Local Services in the County.

Assessment Coordinator means the person appointed to administer the Assessments imposed pursuant to this Article, or such person's designee.

Board means the Board of County Commissioners of Polk County, Florida.

Comptroller means the Polk County Comptroller, ex officio Clerk to the Board, or other such person as may be duly authorized to act on such person's behalf.

County means Polk County, Florida.

Fiscal Year means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the County.

Institutional Health Care Provider means a private for-profit or not-for-profit hospital that provides inpatient hospital services.

Local Services means the provision of health care services to Medicaid, indigent, and uninsured members of the Polk County community.

Non-Ad Valorem Assessment Roll means the special assessment roll prepared by the County.

Ordinance means Polk County Ordinance No. 22-029, as amended by Ordinance No. 24-028, the Polk County Local Provider Participation Fund Ordinance.

Tax Collector means the Polk County Tax Collector.

Section 2. Authority. Pursuant to Article VIII, Section 1(g) of the Constitution of the State of Florida, Chapter 125 of the Florida Statutes, and the Polk County Local Provider Participation Fund Ordinance, the Board is hereby authorized to impose special assessments

against private for-profit and not-for-profit hospitals located within the County to fund the non-federal share of supplemental payment programs associated with Local Services.

Section 3. Special Assessments. The non-ad valorem special assessments discussed herein shall be imposed, levied, collected, and enforced against Assessed Properties located within the County. Proceeds from the Assessments shall be used to benefit Assessed Properties through a directed payment program that will benefit the Assessed Properties for Local Services.

When imposed, the Assessments shall constitute a lien upon the Assessed Properties owned by Hospitals and/or a lien upon improvements on the Property made by Hospital leaseholders equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Payments made by Assessed Properties may not be passed along to patients of the Assessed Property as a surcharge or as any other form of additional patient charge. Failure to pay may cause foreclosure proceedings, which could result in loss of title, to commence.

Section 4. Assessment Scope, Basis, and Use. Funds generated from the Assessments shall be used only to:

1. Provide to the Florida Agency for Health Care Administration the non-federal share for supplemental payments, including the Medicaid Hospital Directed Payment Program and the Low Income Pool program, to be made directly or indirectly in support of hospitals serving Medicaid beneficiaries, the indigent, and uninsured citizens; and
2. Reimburse the County for administrative costs associated with the implementation of the Assessment authorized by the Ordinance.

If, at the end of the Fiscal Year, additional amounts remain in the local provider participation fund, the Board is hereby authorized either (a) to refund to Assessed Properties, in proportion to amounts paid in during the Fiscal Year, all or a portion of the unutilized local provider participation fund, or (b) if requested to do so by the Assessed Properties, to retain such amounts in the fund to transfer to the Agency in the next fiscal year for use as the non-federal share of supplemental payment programs.

If, after the Assessments funds are transferred to the Agency, the Agency returns some or all of the transferred funding to the County (including, but not limited to, a return of the non-federal share after a disallowance of matching federal funds), the Board is hereby authorized to refund to Assessed Properties, in proportion to amounts paid in during the Fiscal Year, the amount of such returned funds.

Section 5. Computation of Assessment. The Assessments shall equal 3.67% of inpatient gross patient revenue without Medicare and 11.65% of outpatient net patient revenue without Medicare for each Hospital, as specified in the Non-Ad Valorem Assessment Roll attached hereto as Appendix “A” and fully incorporated herein. These rates support supplemental payment programs authorized in the state budget for July 1, 2025, through June 30, 2026. Any balance remaining in the Polk County Local Provider Participation Fund after intergovernmental transfers

for these programs will carry forward to support supplemental payment programs authorized in any state budget for a future fiscal year.

The amount of the Assessments required of each Assessed Property may not exceed an amount that, when added to the amount of other hospital assessments levied by the state or local government, exceeds the maximum percent of the aggregate net patient revenue of all Assessed Hospitals in the state permitted by 42 C.F.R. § 433.68(f)(3)(i)(A). Assessments for each Assessed Property will be derived from data contained in cost reports and/or in the Florida Hospital Uniform Reporting System, as available from the Florida Agency for Health Care Administration.

Section 6. Timing and Method of Collection. The amount of the assessments is to be collected pursuant to the Alternative Method outlined in §197.3631, Fla. Stat.

The County shall provide Assessment bills by first class mail to the owner of each affected Hospital. The bill or accompanying explanatory material shall include: (1) a reference to this Resolution, (2) the total amount of the hospital's Assessments for the appropriate period, (3) the location at which payment will be accepted, (4) the date on which the Assessments are due, and (5) a statement that the Assessments constitute a lien against assessed property and/or improvements equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

No act of error or omission on the part of the Comptroller, Property Appraiser, Tax Collector, Assessment Coordinator, Board, or their deputies or employees shall operate to release or discharge any obligation for payment of the Assessments imposed by the Board under the Ordinance and this resolution.

Section 7. Obligation to Make Payment. Institutional Health Care Providers are under no obligation to make payment unless and until the Centers for Medicare & Medicaid Services (CMS) approves Florida's preprint for the hospital directed payment program for the period or periods starting October 1, 2025, and concluding September 30, 2026.

Section 8. Public Hearing. Per the notice provided on May 28, 2025, the Board has heard and considered objections of all interested persons prior to rendering a decision on the Assessments and attached Non-Ad Valorem Assessment Roll.

Section 9. Responsibility for Enforcement. The County and its agent, if any, shall maintain the duty to enforce the prompt collection of the Assessments by the means provided herein. The duties related to collection of assessments may be enforced at the suit of any holder of obligations in a court of competent jurisdiction by mandamus or other appropriate proceedings or actions.

Section 10. Severability. If any clause, section, or provision of this resolution is declared unconstitutional or invalid for any reason or cause, the remaining portion hereof shall be in full force and effect and shall be valid as if such invalid portion thereof had not been incorporated herein.

Section 11. Effective Date. This Resolution shall be effective immediately upon adoption. This Resolution is hereby duly adopted on this 17th day of June 2025.

DULY ADOPTED this 17th day of June, 2025.

ATTEST:
STACY M. BUTTERFIELD, CLERK

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
T. R. Wilson, Chair

APPENDIX “A”

Non-Ad Valorem Assessment Roll

The special assessment is to be levied against each private for-profit and not-for-profit hospital operating under a Florida hospital license affiliated with the following providers of inpatient hospital services that holds a right of possession and right of use to real property in Polk County, Florida:

AdventHealth Heart of Florida
40100 US-27
Davenport, FL 33837

AdventHealth Lake Wales Medical Center
410 S. 11th St.
Lake Wales, FL 33853

Bartow Regional Medical Center
2200 Osprey Blvd.
Bartow, FL 33830

Winter Haven Hospital
200 Avenue F NE
Winter Haven, FL 33881

Lakeland Regional Medical Center
1324 Lakeland Hills Blvd.
Lakeland, FL 33805

Encompass Health Rehabilitation Hospital of Lakeland
1201 Oakbridge Pkwy.
Lakeland, FL 33803

APPENDIX “B”

Proof of Publication

AFFIDAVIT OF PUBLICATION

Lakeland Sun

Published Weekly

Winter Haven, Polk County, Florida

Case No. SPECIAL ASSESSMENT

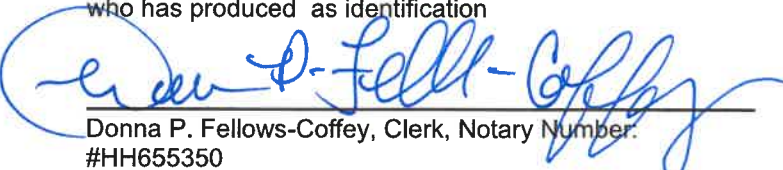
STATE OF FLORIDA
COUNTY OF POLK

Before the undersigned authority personally appeared Anita Swain, who on oath says that she is the Legal Clerk of Lakeland Sun, a newspaper published at Winter Haven in Polk County, Florida, and that the attached copy of advertisement, being a Public Notice, was published in a newspaper by print in the issues of Polk Sun on:

May 28, 2025

Affiant further says that the newspaper complies with the legal requirements for publication in Chapter 50, Florida Statutes.

Sworn to and subscribed before me this 28th day of May 2025 by Anita Swain, who is personally known to me or who has produced as identification


Donna P. Fellows-Coffey, Clerk, Notary Number:
#HH655350
Notary expires: March 23, 2029

00042418 00185353

Lisa Conran
PC/BOCC/Attorney's Office
P.O. Box 9005 | Drawer AT01|
330 W CHURCH STREET
BARTOW, FL 33831-9005

NOTICE OF HEARING REGARDING IMPOSING AND
COLLECTING A NON-AD VALOREM SPECIAL ASSESSMENT
FROM SPECIFIED HOSPITAL PROPERTIES

Notice is hereby given that the Polk County Board of County Commissioners will conduct a public hearing pursuant to Polk County Ordinance No. 2022-029, as amended by Ord. No. 2024-028 (the Polk County Local Provider Participation Fund Ordinance) to consider the approval of the imposition and collection of a non-ad valorem special assessment against each private for-profit and not-for-profit hospital that provides inpatient hospital services and that holds a right of possession and right of use to real property in Polk County, Florida (each, an "Assessed Property"). The list of affected hospitals is included at the conclusion of this notice.

The assessment is intended to finance intergovernmental transfers, provided consistent with federal guidelines, that fund the non-federal share of certain Medicaid and/or Medicaid managed care supplemental payment programs. As a result, the assessment directly and specially benefits Assessed Properties and supports the provision of health care services to Medicaid, indigent, and uninsured members of the County's community.

The public hearing will be held in the Commission Board Room, 1st Floor of the County Administration Building, 330 W. Church Street, Bartow, Florida, on June 17, 2025, at 9:00 a.m., or as soon thereafter as the matter can be heard. At that time, the Board will receive public comment on the proposed special assessment.

The Polk County Board of County Commissioners has prepared the Non-Ad Valorem Assessment Roll being considered for approval. The roll contains the names of the Assessed Properties, the assessment rate, and the amount of the special assessment to be imposed against each Assessed Property. The Non-Ad Valorem Assessment Roll is available for inspection at the office of the County Clerk located in the Polk County Administration Building, 330 W. Church Street, Bartow, Florida. The assessment rate set forth in the Non-Ad Valorem Assessment Roll to be levied against each Assessed Property shall be an amount not-to-exceed 3.67% of inpatient gross patient revenue without Medicare and 11.65% of outpatient net patient revenue without Medicare.

At the date and time set forth in this notice, the Board of County Commissioners may: (1) approve the Non-Ad Valorem Assessment Roll, with such amendments as it deems just and right, and (2) adopt a resolution (the "Assessment Resolution") that describes: (a) the supplemental payment programs proposed for funding from proceeds of the assessment, (b) the benefits to the Assessed Properties, (c) the methodology for computing the assessed amounts, and (d) the method of collection, including how and when the assessment is to be paid.

All interested persons have a right to appear at the hearing and to file written objections with the Board of County Commissioners within 20 days of the publication of this notice. Written objections should be sent to the attention of the County Manager, 330 W. Church Street, Bartow, Florida.

The amount of the assessment is to be collected pursuant to an additional and alternative method, as specified in § 197.3631, Fla Stat. Details will be included in the Assessment Resolution.

If you are a person with disability who needs any accommodation to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Communications Office at (863) 534-6090 at least seven days prior to the date of the public hearing if you need special accommodations.

Pursuant to § 286.0105, Fla Stat., if a person decides to appeal any decision of the Board of County Commissioners on any matter considered at the public hearing, he or she will need a record of the proceedings. For such purpose, a person appealing the decision may need to ensure the creation of a verbatim record, which captures the testimony and evidence upon which the appeal is based.

If you have any questions, please contact the Polk County Health & Human Services Division at (863) 534-5203.

BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA

List of Affected Properties:

The special assessment is to be levied against each private for-profit and not-for-profit hospital operating under a Florida hospital license affiliated with the following providers of inpatient hospital services that holds a right of possession and right of use to real property in Polk County, Florida:

Hospital Name: AdventHealth Heart of Florida
Address: 40100 US-27, Davenport, FL 33837
Parcel ID: 27-26-31-708500-010210

Hospital Name: Advent Health Lake Wales Medical Center
Address: 410 S 11th St., Lake Wales, FL 33853
Parcel ID: 27-30-01-000000-022010

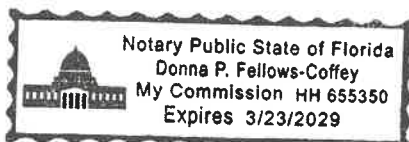
Hospital Name: Bartow Regional Medical Center
Address: 2200 Osprey Blvd, Bartow, FL 33830
Parcel ID: 25-29-31-000000-011030

Hospital Name: Winter Haven Hospital
Address: 200 Avenue F NE, Winter Haven, FL 33881
Parcel ID: 26-28-21-583000-000010

Hospital Name: Lakeland Regional Medical Center
Address: 1324 Lakeland Hills Blvd., Lakeland, FL 33805
Parcel ID: 24-28-07-000000-043020

Hospital Name: Encompass Health Rehabilitation Hospital of Lakeland
Address: 1201 Oakbridge Pkwy., Lakeland FL 33803
Parcel ID: 23-28-35-138170-007200

5/28/25 185353





Polk County
Board of County Commissioners

Agenda Item Q.1.

6/17/2025

SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2219.

DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2219 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 2219.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

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

BLANKET PROPERTY REMOVAL FORM # 2219

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: Siviera Smith
Fixed Asset Accounting Office of Clerk Auditor

Approved By: _____
Chairman of the Board of County Commissioners

BoCC Approval Date: 6/17/2025



Property # **59822** Asset # **104731**
Item: COMPUTER, LAPTOP MICROSOFT SURFACE PRO
Serial # 002054323157 Date Rec'd 8/18/2022 Cost \$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0000005050** Asset # **52891**
Item: CURTAINS
Serial # Date Rec'd 6/1/2006 Cost \$2,364.64
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0000006193** Asset # **52895**
Item: TUB, WHIRLPOOL INVACARE FREE STANDING
Serial # Date Rec'd 5/30/2006 Cost \$9,250.00
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0000011233** Asset # **52896**
Item: TYPEWRITER IBM
Serial # 11-0006973 Date Rec'd 10/30/1990 Cost \$1,170.00
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0001031401** Asset # **52905**
Item: BED, ELECTRIC HILL-ROM HILL ROM CENTRA
Serial # 850-68T23 Date Rec'd 12/18/1989 Cost \$3,145.97
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0001031406** Asset # **52910**
Item: BED, ELECTRIC HILL-ROM HILL ROM CENTRA
Serial # 850-68T21 Date Rec'd 12/18/1989 Cost \$3,165.77
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0001031410** Asset # **52914**
Item: BED, ELECTRIC HILL-ROM HILL ROM CENTRA
Serial # 850-67T83 Date Rec'd 12/18/1989 Cost \$3,165.77
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0001031413** Asset # **52917**
Item: BED, ELECTRIC HILL-ROM HILL ROM CENTRA
Serial # 850-57W03 Date Rec'd 8/28/1990 Cost \$3,763.20
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0001031415** Asset # **52919**
Item: BED, ELECTRIC HILL-ROM HILL ROM CENTRA
Serial # 850-56W19 Date Rec'd 8/28/1990 Cost \$3,763.20
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0001031419** Asset # **52923**
Item: BED, ELECTRIC HILL-ROM HILL ROM CENTRA
Serial # 850-64W34 Date Rec'd 8/28/1990 Cost \$3,763.20
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # N0001031423	Asset # 52926	HILL-ROM	HILL ROM CENTRA	
Item: BED, ELECTRIC		Date Rec'd. 11/27/1990	Cost	\$3,743.04
Serial # 850-53X82				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # N0001031425	Asset # 52928	HILL-ROM	HILL ROM CENTRA	
Item: BED, ELECTRIC		Date Rec'd. 11/27/1990	Cost	\$3,743.04
Serial # 850-53X12				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # N0001031432	Asset # 52933	HILL-ROM	HILL ROM CENTRA	
Item: BED, ELECTRIC		Date Rec'd. 1/12/1992	Cost	\$4,176.96
Serial # 850-81A82-A				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # N0001031433	Asset # 52934	HILL-ROM	HILL ROM CENTRA	
Item: BED, ELECTRIC		Date Rec'd. 1/12/1992	Cost	\$4,176.96
Serial # 850-81A29-A				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # N0001031440	Asset # 52941	HILL-ROM	HILL ROM CENTRA	
Item: BED, ELECTRIC		Date Rec'd. 1/12/1992	Cost	\$4,176.96
Serial # 850-70A17-A				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # N0001031444	Asset # 52945	HILL-ROM	HILL ROM CENTRA	
Item: BED, ELECTRIC		Date Rec'd. 1/12/1992	Cost	\$4,176.96
Serial # 850-72A03-A				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # N0001031479	Asset # 52951	HILL-ROM	ADVANCE	
Item: BED, ELECTRIC		Date Rec'd. 6/19/1994	Cost	\$3,080.00
Serial # 1104-21A29-A				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # N0001031506	Asset # 52959	HILL-ROM	1104C59-1A ADVANCE	
Item: BED, ELECTRIC		Date Rec'd. 6/19/1994	Cost	\$3,080.00
Serial # 1104-21A35-A				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # N0001031507	Asset # 52960	HILL-ROM	1104C59-1A ADVANCE	
Item: BED, ELECTRIC		Date Rec'd. 6/19/1994	Cost	\$3,080.00
Serial # 1104-21A32-A				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # N0001031520	Asset # 52964	HILL-ROM	ADVANCE	
Item: BED, ELECTRIC		Date Rec'd. 9/29/1994	Cost	\$2,130.34
Serial # 115-34A82-A				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # N0001031521	Asset # 52965	HILL-ROM	ADVANCE/W SCALE	
Item: BED, ELECTRIC W/SCALE		Date Rec'd. 9/29/1994	Cost	\$4,380.00
Serial # 1115-34A86-A				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # N0001140372	Asset # 52966	EAGLE SYSTEMS	627-003	
Item: CART, SUPPLY		Date Rec'd. 3/9/1994	Cost	\$1,072.23
Serial #				
Reason for Request: LANDFILL / SCRAP DUMPSTER				

Property # N0002001821	Asset # 52967	DINAMAP	PRO 200 NIBP		
Item: RECORDER, TEMP/PULSE		Date Rec'd. 5/27/2002		Cost	\$2,581.87
Serial # 020M0959069					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 51205	Asset # 68995	PANACEA	7200		
Item: BED, MANUAL		Date Rec'd. 4/6/2008		Cost	\$3,227.77
Serial # 089799					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 51386	Asset # 69888		ZENITH II		
Item: BED, ELECTRIC		Date Rec'd. 12/18/2008		Cost	\$1,632.00
Serial # 26260103270					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 51387	Asset # 69889		ZENITH II		
Item: BED, ELECTRIC		Date Rec'd. 12/18/2008		Cost	\$1,632.00
Serial # 26260103472					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 51388	Asset # 69890		ZENITH II		
Item: BED, ELECTRIC		Date Rec'd. 12/18/2008		Cost	\$1,632.00
Serial # 26260103470					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 51389	Asset # 69891		ZENITH II		
Item: BED, ELECTRIC		Date Rec'd. 12/18/2008		Cost	\$1,632.00
Serial # 26260103473					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 51390	Asset # 69892		ZENITH II		
Item: BED, ELECTRIC		Date Rec'd. 12/18/2008		Cost	\$1,632.00
Serial # 26260103469					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 51391	Asset # 69893		ZENITH II		
Item: BED, ELECTRIC		Date Rec'd. 12/18/2008		Cost	\$1,632.00
Serial # 26260103471					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 51454	Asset # 70059	CODY	OVATION		
Item: SEATING UNIT		Date Rec'd. 1/29/2009		Cost	\$1,022.64
Serial #					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 51455	Asset # 70060	CODY	DURATION		
Item: SEATING UNIT		Date Rec'd. 1/29/2009		Cost	\$1,022.64
Serial #					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 51456	Asset # 70061	CODY	OVATION		
Item: SEATING UNIT		Date Rec'd. 1/29/2009		Cost	\$1,220.04
Serial #					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 51457	Asset # 70062	CODY	DURATION		
Item: SEATING UNIT		Date Rec'd. 1/29/2009		Cost	\$1,220.04
Serial #					
Reason for Request: LANDFILL / SCRAP DUMPSTER					

Property # 52014	Asset # 70731				
Item: BED, ELECTRIC			ZENTH III		
Serial #		Date Rec'd 9/30/2009		Cost	\$1,632.00
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 52737	Asset # 73561				
Item: CABINET, DISPLAY		SHOPMADE			
Serial #		Date Rec'd 9/29/2010		Cost	\$1,829.97
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 52806	Asset # 74296				
Item: LIFT, PATIENT		E-Z SMART STAND	400LB W/SCALE		
Serial # 210011		Date Rec'd 10/25/2010		Cost	\$4,912.18
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 52831	Asset # 74453				
Item: BED, ELECTRIC		ZENITH	FULL SIZE		
Serial # 26260115441		Date Rec'd 12/8/2010		Cost	\$1,458.83
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 53054	Asset # 74965				
Item: BED, ELECTRIC		ZENITH	7000		
Serial # ZZ726267000338		Date Rec'd 9/29/2011		Cost	\$1,391.37
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 53055	Asset # 74966				
Item: BED, ELECTRIC		ZENITH	7000		
Serial # ZZ726267000339		Date Rec'd 9/29/2011		Cost	\$1,391.37
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 53056	Asset # 74967				
Item: BED, ELECTRIC		ZENITH	7000		
Serial # ZZ726267000345		Date Rec'd 9/29/2011		Cost	\$1,391.37
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 53057	Asset # 74968				
Item: BED, ELECTRIC		ZENITH	7000		
Serial # ZZ726267000346		Date Rec'd 9/29/2011		Cost	\$1,391.37
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 53058	Asset # 74969				
Item: BED, ELECTRIC		ZENITH	7000		
Serial # ZZ726267000347		Date Rec'd 9/29/2011		Cost	\$1,391.37
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 53061	Asset # 74972				
Item: BED, ELECTRIC		ZENITH	7000		
Serial # ZZ726267000350		Date Rec'd 9/29/2011		Cost	\$1,391.37
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 53062	Asset # 74973				
Item: BED, ELECTRIC		ZENITH	7000		
Serial # ZZ726267000351		Date Rec'd 9/29/2011		Cost	\$1,391.37
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 53064	Asset # 74975				
Item: BED, ELECTRIC		ZENITH	7000		
Serial # ZZ726267000353		Date Rec'd 9/29/2011		Cost	\$1,391.37
Reason for Request: LANDFILL / SCRAP DUMPSTER					

Property # 53066	Asset # 74977	ZENITH	7000		
Item: BED, ELECTRIC		<i>Date Rec'd.</i> 9/29/2011		Cost	\$1,391.37
Serial # ZZ726267000355					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 53067	Asset # 74978	ZENITH	7000		
Item: BED, ELECTRIC		<i>Date Rec'd.</i> 9/29/2011		Cost	\$1,391.37
Serial # ZZ726267000356					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 53068	Asset # 74979	ZENITH	7000		
Item: BED, ELECTRIC		<i>Date Rec'd.</i> 9/29/2011		Cost	\$1,391.37
Serial # ZZ726267000357					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 53069	Asset # 74980	ZENITH	7000		
Item: BED, ELECTRIC		<i>Date Rec'd.</i> 9/29/2011		Cost	\$1,391.37
Serial # ZZ726267000358					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 53358	Asset # 75587	STELLAR	24 CHANNEL		
Item: COMMUNICATION NETWORK		<i>Date Rec'd.</i> 4/25/2012		Cost	\$21,295.00
Serial # HBRKI-10A					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 54002	Asset # 77060	MIDLAND	ELECTRIC		
Item: TABLE		<i>Date Rec'd.</i> 1/21/2013		Cost	\$3,460.35
Serial # 201301123					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 54303	Asset # 85160	CYGNUS	LC3000		
Item: CART, EQUIPMENT		<i>Date Rec'd.</i> 9/11/2013		Cost	\$1,015.75
Serial #					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 54408	Asset # 88456	CYGNUS	LC3000		
Item: CART, EQUIPMENT		<i>Date Rec'd.</i> 11/19/2013		Cost	\$1,113.45
Serial #					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 54409	Asset # 88457	CYGNUS	LC3000		
Item: CART, EQUIPMENT		<i>Date Rec'd.</i> 11/19/2013		Cost	\$1,113.46
Serial #					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 54410	Asset # 88458	CYGNUS	LC3000		
Item: CART, EQUIPMENT		<i>Date Rec'd.</i> 11/19/2013		Cost	\$1,113.46
Serial #					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 54842	Asset # 89884	CHATTANOOGA INTELECT	TRANSPORT COMBO		
Item: MEDICAL		<i>Date Rec'd.</i> 3/26/2015		Cost	\$1,700.00
Serial #					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 55122	Asset # 94379	VERSARE	WALL MOUNTED		
Item: PANELS, DIVIDER		<i>Date Rec'd.</i> 12/28/2015		Cost	\$4,919.12
Serial # NONE					
Reason for Request: LANDFILL / SCRAP DUMPSTER					

Property # 55210	Asset # 94543	ZENITH	9000	Cost	\$1,576.00
Item: BED, ELECTRIC		Date Rec'd. 2/14/2016			
Serial # 262698174163124					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 55216	Asset # 94549	ZENITH	9000	Cost	\$1,576.00
Item: BED, ELECTRIC		Date Rec'd. 2/14/2016			
Serial # 262698174163121					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 55217	Asset # 94550	ZENITH	9000	Cost	\$1,576.00
Item: BED, ELECTRIC		Date Rec'd. 2/14/2016			
Serial # 262698174163118					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 55401	Asset # 94578	CISCO	CATALYST 3650-48TDS	Cost	\$4,630.00
Item: SWITCH, IT		Date Rec'd. 3/25/2016			
Serial # FDO1949Q104					
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 55298	Asset # 94722	QUICKIE	IRIS USED	Cost	\$2,000.00
Item: WHEEL CHAIR		Date Rec'd. 5/25/2016			
Serial #					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 56964	Asset # 96170	ZENITH	9100 APS MULTI-POS	Cost	\$1,643.94
Item: BED, ELECTRIC		Date Rec'd. 9/14/2017			
Serial #					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 80170026	Asset # 96821	CATERPILLAR	SSGRAPRK84	Cost	\$3,863.00
Item: GRAPPLE		Date Rec'd. 11/29/2017			
Serial # A4178GR30072					
Reason for Request: EXTRAORDINARY					
Property # 55570	Asset # 96986	DELL	POWEREDGE R640	Cost	\$7,193.50
Item: SERVER, IT		Date Rec'd. 2/19/2018			
Serial # J46WXM2					
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 55572	Asset # 97010	DELL	POWEREDGE R740	Cost	\$33,171.75
Item: SERVER, IT		Date Rec'd. 3/1/2018			
Serial # 5JK49N2					
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 57217	Asset # 97149	RANE	RS8 GENEVA TUB	Cost	\$13,011.99
Item: BATH, WHIRLPOOL		Date Rec'd. 5/6/2018			
Serial #					
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 55592	Asset # 97228	CISCO	CATALYST 3650	Cost	\$5,784.00
Item: SWITCH, IT		Date Rec'd. 6/4/2018			
Serial # FDO2212Q0LK					
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 57314	Asset # 97420	RANE	RL8- COMBI-LIFT #4415	Cost	\$6,173.61
Item: CHAIR, PATIENT LIFT		Date Rec'd. 7/15/2018			
Serial # 180224627					
Reason for Request: LANDFILL / SCRAP DUMPSTER					

Property # 57315	Asset # 97421	RANE	RL8- DIGITAL SCALE #4420	
Item: SCALE, CLINICAL		Date Rec'd 7/15/2018	Cost	\$2,631.51
Serial # NONE				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # 57316	Asset # 97422	RANE	RL8-STRETCH ATTACH #441	
Item: STRETCHER/COT		Date Rec'd 7/15/2018	Cost	\$2,315.23
Serial # NONE				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # 57418	Asset # 97676	ZENITH	9100	
Item: BED, ELECTRIC		Date Rec'd 7/22/2018	Cost	\$1,622.87
Serial # NONE				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # 57419	Asset # 97677	ZENITH	9100	
Item: BED, ELECTRIC		Date Rec'd 7/22/2018	Cost	\$1,622.87
Serial # NONE				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # 57420	Asset # 97678	ZENITH	9100	
Item: BED, ELECTRIC		Date Rec'd 7/22/2018	Cost	\$1,622.87
Serial # NONE				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # 58327	Asset # 98466	AMX	NMX-ENC-N2122	
Item: ENCODER		Date Rec'd 4/11/2019	Cost	\$1,691.95
Serial # 15100121076				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 58439	Asset # 98786	FLUKE	ESA609	
Item: ANALYZER		Date Rec'd 5/29/2019	Cost	\$1,079.83
Serial # 4610046				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # 58531	Asset # 99038	SMART LIFT	600 LB	
Item: LIFT, PATIENT		Date Rec'd 9/16/2019	Cost	\$7,948.50
Serial # 928121				
Reason for Request: LANDFILL / SCRAP DUMPSTER				
Property # 58524	Asset # 99048	AMX	MODERO S	
Item: TABLET, IT		Date Rec'd 9/24/2019	Cost	\$1,488.00
Serial # 15100192060				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 58525	Asset # 99049	AMX	JPEG2000	
Item: ENCODER		Date Rec'd 9/24/2019	Cost	\$1,482.00
Serial # 15100142414				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 58526	Asset # 99050	AMX	JPEG2000	
Item: ENCODER		Date Rec'd 9/24/2019	Cost	\$1,482.00
Serial # 15100142390				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 58527	Asset # 99051	AMX	JPEG2000	
Item: ENCODER		Date Rec'd 9/24/2019	Cost	\$1,482.00
Serial # 15100142364				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # 57676	Asset # 99331	DELL	POWEREDGE R740	
Item: SERVER, IT		Date Rec'd 10/31/2019	Cost	\$11,235.35
Serial # HZTM903				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # 57718	Asset # 99503	HP	HPE SN3000B	
Item: SWITCH, IT		Date Rec'd 2/16/2020	Cost	\$7,724.98
Serial # CZC9462PVK				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # 57719	Asset # 99504	HP	HPE SN3000B	
Item: SWITCH, IT		Date Rec'd 2/16/2020	Cost	\$7,724.98
Serial # CZC9462PVU				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

(85 detail records)

\$292,269.98



Polk County
Board of County Commissioners

Agenda Item Q.2.

6/17/2025

SUBJECT

Report 2025-05 EMS Controlled Substances Management.

DESCRIPTION

Accept Report 2025-05 EMS Controlled Substances Management.

RECOMMENDATION

Approval of report.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Lita McHugh, CPA, CIG, CIGI

Inspector General

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Office of Stacy M. Butterfield, CPA

Polk County Clerk of the Circuit Court & Comptroller

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Stacy M. Butterfield, CPA
Clerk & Comptroller
Department of Inspector General

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Bartow, FL 33831-9000
(863) 534-7735



An Accredited Office of
Inspector General

June 17, 2025

Report #2025-05 Review of EMS Controlled Substances Management

Shawn Smith
Fire Chief
Polk County Fire Rescue

The Department of Inspector General (IG) completed a review of Fire Rescue's management of EMS controlled substances.

Our objectives were to analyze the adequacy of controls over orders, receipts, and distribution, the reliability and integrity of records, and to verify the safeguarding of controlled substances.

We appreciate the cooperation and assistance provided by the Fire Rescue Division during the course of our review.

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

Approved:

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

BACKGROUND

The Fire Rescue division and its programs address the county's strategy to meet the expectations of its residents to feel safe from fire and the effects of emergencies. The division operates paramedic transport ambulances and paramedic fire engines. EMS controlled substance inventory is essential to the division's ability to respond effectively to life threatening emergencies, some of which require controlled substances to be administered to patients.

The Assets & Infrastructure section of Fire Rescue, together with its Office of Medical Direction section, manage the supply of controlled substances fentanyl, ketamine, and midazolam. Internal controls ensure these substances are accounted for and available for operational needs.

SCOPE AND METHODOLOGY

The scope of our review included:

- Review of 21 CFR Chapter II, Code of Federal Regulations
- Review of Rule 64J-1, Florida Administrative Code
- Review of Chapter 499 and 893, Florida Statutes
- Interviews with Fire Rescue Division personnel
- Walkthrough of controlled substance processes
- Observation of physical safeguards
- Evaluation of procedures, policies, and controls over controlled substances
- Testing a small nonstatistical sample of inventory records

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

RESULTS

Overall, we found Fire Rescue had adequate controls over controlled substances inventory. Orders received were inspected for damage, security cameras monitored access to the controlled substances, and inventory was physically safeguarded in steel safes. The Fire Rescue Office of Medical Direction also performs regular counts and inspections of the controlled substances.

Our review of internal controls and procedures made observations described below that may be opportunities to strengthen the county's commitment to providing excellent services to the community.

Observation #1 – Inventory process duties are not segregated.

Fire Rescue documents each transfer of controlled substances, from receipt at Logistics, to its distribution to rescue units, and the return and disposal of expired inventory.

Although documented, any single authorized Fire Rescue Logistics staff member can receive, verify, secure, and update inventory.

A single staff person at Fire Rescue's Office of Medical Direction is responsible for the transfer, weekly count, and annual disposal of expired controlled substances.

Segregation of duties prevents incompatible tasks from being performed by the same person, thereby reducing the risk of errors or fraud. We recommend management add a second person to assist, witness, and/or sign off on each phase of inventory duties.

Management response and action plan:

Management will develop and implement a formal policy outlining a standardized procedure for the receipt, verification, secure storage, and data entry of inventory into the organization's online tracking system. This procedure will require two Logistics staff members at each stage, with documented verification counts and dual signatures to ensure accountability and accuracy.

Additionally, a separate policy will be established to define the procedures for the transfer, weekly inventory count, and annual disposal of expired controlled substances. This process will require participation from at least one Office of Medical Direction (OMD) designee and either a second OMD designee or an authorized Logistics staff member. Each step will be documented with verification counts and signatures from both parties to maintain strict compliance and control.

Person responsible: B. Williams

Target date: 8/29/2025

Observation #2 – Inventory logs and forms lack required information.

Fire Rescue uses logs and forms to track inventory at Logistics and in rescue units. Details entered on the logs and forms include the name of the controlled substance, lot number, expiration date, national drug code, inventory count, date, time, and person accountable.

The Drug Enforcement Agency (DEA) requires the completion of DEA form 222 for the controlled substance fentanyl. 1 of 2 forms we reviewed lacked completion of Part 5, "Controlled Substance Receipt". Other receiving documentation and signatures were present for this shipment.

The National Drug Code (NDC), the controlled substance identifier for disposal and destruction, was not entered on the designated field for 2 of the 4 expired/damaged return logs we reviewed.

Paramedics did not consistently enter the time of the daily inventory inspection in the individual unit's controlled substance daily logbook during shift change as required by Fire Rescue's policies.

There was a blank signature field on one unit's daily inventory logbook. Review indicated the paramedic left mid-shift. Controlled substances were not signed over in accordance with policy.

Documented policies did not consistently require staff's identification number with their signature. Some logs and forms reviewed had illegible signatures and some lacked an identification number.

Effective management of controlled substances requires strong enforcement of accountability over handling inventory, which includes signatures and identification numbers on all inventory records. We recommend management provide additional training on required controlled substance information. We also recommend management update policies and enforce the requirement for staff to include their identification number with their signature and printed name.

Management response and action plan:

Polk County Fire Rescue (PCFR) has initiated a transition to a fully digital tracking system to enhance the system-wide tracking and maintenance of controlled substances. This transition utilizes a secure, cloud-based software platform that ensures all Drug Enforcement Administration (DEA) required data is accurately captured and maintained for each vial throughout its lifecycle.

The digital tracking system records critical information, including the National Drug Code (NDC), lot number, expiration date, and supplier details at the time of receipt. This information remains associated with each vial through all phases of storage, use, and disposal, thereby strengthening accountability and traceability.

Additionally, the software automatically logs the date and time of each transaction, such as shift-level drug exchanges or medication waste events. This automation eliminates manual entry, reduces the potential for error, and improves efficiency. The system also pre-populates the employee's name, county ID, and email address for each required signature, ensuring consistency and verification of responsible personnel.

PCFR is committed to maintaining high standards of compliance and will ensure that all narcotics policies and procedures are reviewed annually by all personnel and adhered to without exception.

Person responsible: B. Williams

Target date: 10/1/2025

Observation #3 – Documented policies and procedures are not aligned with current processes.

Logistics staff are required to notify the Medical Director's designee by email of shipments received. In 2023, a daily medication inventory spreadsheet, accessible to the Medical Director's designee, replaced email notification.

Policy requires the monthly transfer and biennial disposal of expired inventory. Currently, expired controlled substances are transferred weekly and prepared for disposal annually.

Updated policies and procedures are an essential resource for new employees. It is also beneficial for the proper continuity of operations during unexpected changes in staffing. We recommend management review and revise documented policies to align with current processes.

Management response and action plan:

Polk County Fire Rescue (PCFR) will conduct a comprehensive review and update of all policies and procedures related to the narcotics program to ensure alignment with current operational practices. Additionally, the Office of Medical Direction (OMD) will review these policies and procedures annually.

Person responsible: B. Williams

Target date: 8/29/2025



Polk County
Board of County Commissioners

Agenda Item Q.3.

6/17/2025

SUBJECT

Proposed Fiscal Year 2025/2026 budgets for Cypress Park Estates, Hammock Reserve, Hartford Terrace, Hamilton Bluff, Highland Meadows, Highland Meadows II, Highland Meadows West, Hunt Club Grove, and Lake Deer Community Development Districts.

DESCRIPTION

These proposed fiscal year budgets must be filed with the local governing authority. Copies are on file in the Clerk's Department of Comptroller to the Board.

RECOMMENDATION

Accept Proposed Budgets.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net



Polk County
Board of County Commissioners

Agenda Item Q.4.

6/17/2025

SUBJECT

Resolution providing for the division of proceeds of the six (6) cent Local Option Gas Tax beginning on September 1, 2025.

DESCRIPTION

This Resolution must be filed with the Department of Revenue by July 1st as specified in Florida Statutes 336.025 and Polk County Ordinance No. 87-04. This Resolution provides the allocations for disbursing the proceeds from the County Local Option Gas Tax to the County and the municipalities.

RECOMMENDATION

Adopt Resolution.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

RESOLUTION NO. 25-

WHEREAS, the Board of County Commissioners, Polk County, Florida, is authorized by Ordinance No. 87-04, as adopted on June 23, 1987, to annually adopt a resolution prepared by the Clerk showing the figures used in the formula for the division of the six (6) cent local option gas tax, and each recipient's percentage share of the gas tax for the next twelve-month period beginning September 1 of each year; and

WHEREAS, pursuant to Interlocal Agreements, which were entered into before June 1, 1987, between Polk County and municipalities located in this County, representing a majority of the incorporated area population within the County (the Interlocal Agreement), and on a computation performed using the formula established in paragraph 3, and the figures obtained pursuant to paragraphs 4 and 5 of the Interlocal Agreement and set forth below, the Accountant, Auditor and Clerk and Comptroller to the Board of County Commissioners has computed the division of proceeds of the gas tax set forth below;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, in regular session duly assembled, that the tax imposed by Polk County Ordinance No. 87-04 shall be divided and distributed by the Florida Department of Revenue to the recipients as follows for the twelve-month period beginning on September 1, 2025:

RECIPIENT	2024 POPULATION	LANE MILES	SHARE OF PROCEEDS
City of Auburndale	20,186	132.41	2.077%
City of Bartow	20,502	217.08	2.490%
City of Davenport	13,630	47.34	1.208%
Town of Dundee	5,762	57.99	0.686%
City of Eagle Lake	4,902	35.00	0.517%
City of Fort Meade	5,219	88.15	0.786%
City of Frostproof	3,032	109.44	0.725%
City of Haines City	39,514	120.43	3.425%
Village of Highland Park	245	4.00	0.036%
Town of Hillcrest Heights	234	4.05	0.036%
City of Lake Alfred	8,037	56.84	0.846%
Town of Lake Hamilton	1,702	43.59	0.325%
City of Lake Wales	17,558	196.86	2.183%
City of Lakeland	123,760	832.00	12.826%
City of Mulberry	4,483	57.00	0.588%
Town of Polk City	3,049	47.80	0.442%
City of Winter Haven	57,923	346.86	5.807%
Unincorporated Polk County	496,352	6,276.76	64.997%
TOTALS	826,090	8,673.60	100.000%

ADOPTED on this 17th day of June 2025.



Polk County
Board of County Commissioners

Agenda Item Q.5.

6/17/2025

SUBJECT

RE-SET HEARING: (LDCPAL-2024-17 Stuart Property Thornhill Road) to consider the adoption of a Large-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 326.92+/- acres from Agricultural/Residential-Rural (A/RR) to Residential-Low (RL) and from Rural Development Area (RDA) to Urban Growth Area (UGA) on the Future Land Use Map. The suggested adoption hearing date is July 15, 2025, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located south of Thornhill Road, East of Lake Hancock, and north of the City of Bartow, in Sections 3 & 10, Township 29, Range 25. State law requires one Planning Commission hearing, which was held March 5, 2025, with a recommendation of approval by a 5:2 vote.

RECOMMENDATION

Request Board RE-SET the adoption hearing date for July 15, 2025, at 9:15 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 <<mailto:markbennett@polk-county.net>>



Polk County
Board of County Commissioners

Agenda Item Q.6.

6/17/2025

SUBJECT

SET HEARING: (LDCD-2025-1 Stuart Property Sub-District) to consider the adoption of a Sub-District Change to change 178 +/- acres from Residential-Low-1 (RL-1) to Residential-Low-4 (RL-4). The case is related to LDCPAL-2024-17, a request to change the Future Land Use Map from Agricultural/Residential-Rural (A/RR) to Residential-Low (RL), and from Rural Development Area (RDA) to Urban Growth Area (UGA) on the Future Land Use Map. The suggested adoption hearing date is July 15, 2025, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located south of Thornhill Road, East of Lake Hancock, and north of the City of Bartow, in Sections 3 & 10, Township 29, Range 25. State law requires one Planning Commission hearing, which will be held on June 4, 2025.

RECOMMENDATION

Request Board set the adoption hearing date for July 15, 2025, at 9:15 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 <<mailto:markbennett@polk-county.net>>



Polk County
Board of County Commissioners

Agenda Item Q.7.

6/17/2025

SUBJECT

Accept Performance Surety in the amount of \$18,964.00 in the form of Irrevocable Letter of Credit NO. BOCFL071 for JSMJ Properties, LLC Warehouse. (No Fiscal Impact)

DESCRIPTION

This request is to accept a Performance Surety in the amount of \$18,964.00 in the form of an Irrevocable Letter of Credit NO. BOCFL071 for outstanding construction items listed in the engineer's cost estimate. The Land Development Division has conducted a review and recommends acceptance of the performance surety.

RECOMMENDATION

Request Board accept a Performance Surety in the amount of \$18,964.00 in the form of an Irrevocable Letter of Credit NO. BOCFL071 for JSMJ Properties, LLC Warehouse.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Rita Karacson
Land Development
863-534-6794
ritakaracson@polk-county.net <mailto:ritakaracson@polk-county.net>

Select An Agenda:

June 17, 2025

Category:

R. Consent Agenda Items

Department:

Land Development Division

Workflow:

No fiscal impact

Short Name:

JSMJ Properties, LLC Warehouse Performance Surety

Subject:

Accept Performance Surety in the amount of \$18,964 in the form of Irrevocable Letter of Credit NO. BOCFL071 for JSMJ Properties, LLC Warehouse. (No fiscal impact)

Description:

This request is to accept Performance Surety in the amount of \$18,964 in the form of Irrevocable Letter of Credit NO. BOCFL071 for outstanding construction items listed in the engineer's cost estimate. The Land Development Division has reviewed and recommends acceptance of this performance surety.

Recommendation:

Request Board accept Performance Surety in the amount of \$18,964 in the form of Irrevocable Letter of Credit NO. BOCFL071 for JSMJ Properties, LLC Warehouse.

Fiscal Impact:

No Fiscal Impact

Contact Information:

Rita Karacson

Land Development

863-534-6794

ritakaracson@polk-county.net

Select An Agenda:

June 17, 2025

Category:

R. Consent Agenda Items

Department:

Land Development Division

Workflow:

No fiscal impact

Short Name:

JSMJ Properties, LLC Warehouse Performance Surety

Subject:

Accept Performance Surety in the amount of \$18,964 in the form of Irrevocable Letter of Credit NO. BOCFL071 for JSMJ Properties, LLC Warehouse. (No fiscal impact)

Description:

This request is to accept Performance Surety in the amount of \$18,964 in the form of Irrevocable Letter of Credit NO. BOCFL071 for outstanding construction items listed in the engineer's cost estimate. The Land Development Division has reviewed and recommends acceptance of this performance surety.

Recommendation:

Request Board accept Performance Surety in the amount of \$18,964 in the form of Irrevocable Letter of Credit NO. BOCFL071 for JSMJ Properties, LLC Warehouse.

Fiscal Impact:

No Fiscal Impact

Contact Information:

Rita Karacson

Land Development

863-534-6794

ritakaracson@polk-county.net



4685 E. COUNTY ROAD 540A
LAKELAND, FL 33813
PHONE: (863) 940-9979
www.GaddCivil.com

April 3, 2025

Polk County Land Development
330 West Church Street
Bartow, FL 33830

RE: **JSMJ Properties, LLC Warehouse – LDNON-2024-144**
Performance Bond - Engineer's Estimate

To Whom it Concerns,

Attached is our Engineer's Estimate for the work proposed within the Right of Way for the above-referenced project that will be dedicated to Polk County for the required Performance Bond amount.

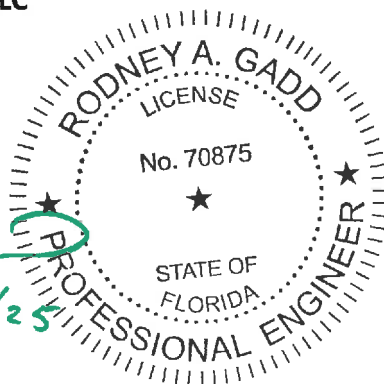
Please feel free to contact my office if you have any questions or require additional information.

Respectfully Submitted,
Gadd & Associates, LLC
CA # 30194

TTT

5/9/25

Rodney A. Gadd, PE
FL Lic. No. 70875



Item	Amount
Cut and Grade Driveway and Sidewalks	\$800
Provide and Install Sub-Base	\$1,200
Form and Pour 1944sf at \$5.09/sf of driveway and apron	\$9,900
Form and Pour 300sf at \$4.17/sf of 5' wide sidewalks	\$1,250
Provide and Install Signage, Striping, and Curb Ramps	\$1,500
Offsite restoration clean-up and debris	\$400
Sod (Bahia) 60 sy ROW Restoration	\$240
Material Testing (This Scope Only)	\$750
Maintenance of Traffic (This Scope Only)	\$1,200
Advance Warning Sign Set up, Traffic Devices, Flagger Operation	
	Subtotal
	\$17,240
	Performance Bond Amount (110%)
	\$18,964



00000000512509-002147005012025

IRREVOCABLE LETTER OF CREDIT

Borrower: JSMJ Properties LLC
2130 E Edgewood Dr # 4
Lakeland, FL 33803

Lender: Bank of Central Florida
Lakeland Commercial
5015 S Florida Avenue
Lakeland, FL 33813
(863) 682-7100

Beneficiary: Polk County, Land Development Division
330 W Church St
PO Box 9005 - Drawer GM03
Bartow, FL 33831-9005

NO.: BOCFL071

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 05-01-2026 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Eighteen Thousand Nine Hundred Sixty-four & 00/100 Dollars (\$18,964.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: ANY DRAFT(S) DRAWN BY YOU UNDER THIS LETTER OF CREDIT SHALL BE ACCOMPANIED BY 1) THIS ORIGINAL LETTER OF CREDIT; TOGETHER WITH A SWORN STATEMENT SIGNED BY AN AUTHORIZED OFFICER OF THE BENEFICIARY THAT THERE HAS BEEN A PAYMENT DEFAULT BETWEEN THE BORROWER AND THE BENEFICIARY 2) MUST BEAR UPON FACE OF DRAFT "DRAWN UNDER BANK OF CENTRAL FLORIDA IRREVOCABLE LETTER OF CREDIT #BOCFL071." MUST BE PRESENTED OR NEGOTIATED NOT LATER THAN THE EXPIRATION DATE OR ANY FUTURE EXPIRATION DATE OF THIS LETTER OF CREDIT.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER Bank of Central Florida IRREVOCABLE LETTER OF CREDIT NO. BOCFL071 DATED 05-01-2025," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the

**IRREVOCABLE LETTER OF CREDIT
(Continued)**

Loan No: 512509-002

Page 2

laws of the State of Florida without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Florida.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

EVERGREEN CLAUSE. It shall be a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiration date unless Sixty (60) days prior to such expiration date, we notify you in writing, by certified mail, that we elect not to renew this letter of credit for any additional one year period.

Dated: May 1, 2025

LENDER:

BANK OF CENTRAL FLORIDA

By: Megan Sutherland
Authorized Officer Megan Sutherland, ACP

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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Polk County
Board of County Commissioners

Agenda Item Q.8.

6/17/2025

SUBJECT

Accept a Performance Surety in the amount of \$130,117.00 in the form of Commercial Performance Bond No. OFL0529069 for the Whidden RV Park Extension. (No Fiscal Impact)

DESCRIPTION

This request is to accept a Commercial Performance Surety Bond; No. OFL0529069 in the amount of \$130,117.00 for outstanding construction items listed in the engineer's cost estimate. The Land Development Division has conducted their review and recommends acceptance of the performance surety.

RECOMMENDATION

Request Board accept Commercial Performance Bond No. OFL0529069 in the amount of \$130,117.00 for the Whidden RV Park Extension.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Rita Karacson
Land Development
863-534-6794
ritakaracson@polk-county.net <mailto:ritakaracson@polk-county.net>

WHIDDEN RV PARK EXTENSION – COST ESTIMATE FOR COUNTY ROAD 630A ROW IMPROVEMENTS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY TO COMPLETE</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>BALANCE TO COMPLETE</u>
------------------------	---------------------------	------------------------------------	--------------------	--------------------------	-----------------------------------

I. OFFSITE POLK COUNTY ROW ALONG COUNTY ROAD 630A

WATER:

1	16" Bore, 36 LF	36 LF	Linear Feet	\$2,100.00	\$75,600.00
2	Connect to existing	1	Lump Sum	\$ 8,000.00	\$ 8,000.00
3	8" pipe (D.I.P.)	100 LF	Linear Feet	\$ 150.00	\$ 15,000.00
4	Miscellaneous	1	Lump Sum	\$ 2,000.00	\$ 2,000.00

FORCEMAIN:

5	Connect/Test	1	Lump Sum	\$ 5,569.00	\$ 5,569.00
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SIDEWALK ROW:

6	Sidewalk	166 SY	SY	\$ 78.00	\$ 12,948.00
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Total Offsite: \$119,117.00

Add 10% Contingency: \$ 11,000.00

Grand Total: \$130,117.00

I certify that **\$130,117.00** represents a reasonable amount to complete the improvements shown on the Plans. Polk County Project Number LDROW-2024-29 (Whidden RV Park Extension).

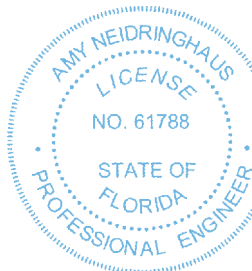
Prepared by: Amy Neidringhaus, PE – Validus Engineering Group, LLC

Amy Neidringhaus, State of
Florida, Professional
Engineer, License No. 61788.

This item has been digitally
signed and sealed by Amy
Neidringhaus on the date
adjacent to the seal. Printed
copies of this document are
not considered signed and
sealed and the signature
must be verified on any
electronic copies.

2025.06.02 22:56:55 -04'00'

Amy Neidringhaus, PE #61788



COMMERCIAL PERFORMANCE BOND

Bond No. 1 OFL0529069

KNOWN ALL MEN BY THESE PRESENTS, That we, Concrete Plus of Central Florida Inc., as Principal, and Old Republic Surety Company, a corporation organized and doing business under and by virtue of the laws of the State of Wisconsin 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 Oblige, in the aggregate sum of One-Hundred Thirty-Thousand One-hundred Seventeen dollars and 00/100 (\$ 130,117.00) Dollars (hereinafter the "Total Penal Sum"), for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

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"), for the permit LDROW-2024-29 project located at Offsite Polk County Row Along County Road 630A (the "Project"), 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, Polk 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 provide this Bond to guarantee completion of the Improvements.

NOW, THEREFORE, the conditions of this Bond are as follows:

1. The Principal shall complete the Improvements in accordance with the Plans and LDC to the satisfaction of the Polk County Land Development Division by May 5, 2026, or such later date that the Oblige may approve in writing. The Bond shall commence upon the date of issue by the Surety and shall remain in full force and effect until the Oblige releases it (the "Coverage Period"). The Surety shall not terminate this Bond until the Coverage Period has ended.
2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the required Improvements within the time specified in Paragraph 1, above, the Surety, upon written notice from the Oblige, 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. The Surety further agrees that the Oblige may demand up to the full amount of the Bond, such amount determined solely by the Oblige in its reasonable discretion, and

Initials _____

Page 1 of 3

the Surety shall forthwith 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. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the Total Penal Sum of this Bond.

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. All notices, demands and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety:

Old Republic Surety Company
18500 W. Corporate Drive, Suite 170
Brookfield, WI 53045

The Principal:

Concrete Plus of Central Florida Inc.
PO Box 888
Lake Wales, FL 33859

The Obligee:

Polk County, Land Development Division
330 W. Church St.
PO Box 9005—Drawer GM03
Bartow, FL 33831-9005

6. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or deletion to the Improvements 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 Improvements or the Plans, specifications and schedules.

THIS BOND DATED THE 16th DAY OF May, 20 25,
(the date of issue by the Surety).

Judy Brown
Witness

Judy Brown
Printed Name

[Signature]
Witness

Christopher Gravel
Printed Name

PRINCIPAL:

Concrete Plus of Central Florida Inc.
Name of Corporation

By: [Signature]

GLENN COTTS
Printed Name

Title:
(SEAL)

SURETY:

Old Republic Surety Company
Name of Corporation

By: [Signature]

Trevor McCarthy
Printed Name

Title:
(SEAL)



(Attach power of attorney)



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MICHAEL ROGERS, JASON FARQUHAR, TREVOR MCCARTHY, JENNIFER FAVA of TAMPA, FL**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19th day of September, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 19th day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2086



Signed and sealed at the City of Brookfield, WI this 16TH day of MAY, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)



Polk County
Board of County Commissioners

Agenda Item Q.9.

6/17/2025

SUBJECT

Thompson Nursery Road Proportionate Share Agreement - Maringa Valley Development (In the amount of \$101,375.48).

DESCRIPTION

This is a request to enter into a Proportionate Share Agreement between TELECORP GROUP, LLC (hereinafter referred to as Owner) and Polk County in the amount of \$101,375.48 for certain related off-site transportation impacts to Thompson Nursery Road at US Highway 27.

The owner is actively engaged in a 256 unit townhome project (known as Maringa Valley Townhomes) that is located within the City of Winter Haven but gains direct access to Thompson Nursery Road, an urban collector roadway maintained by the County. The proposed development is anticipated to create a deficiency in Level of Service standard at the intersection of Thompson Nursery Road and US Highway 27 (specifically the east bound left turning movement). This proportionate share agreement is being entered into in order to mitigate the deficiency and satisfy transportation concurrency requirements for the Maringa Valley Townhome development.

Therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Owner shall provide the County with proportionate share mitigation for the Excess Trips triggered by their development. The Owner and County have agreed that the total proportionate share payment necessary to mitigate the impact of Excess Trips on deficient roadways through buildout of the development is \$101,375.48, with \$92,231.41 being eligible for Transportation Impact Fee Credits as provided by statute. The subject agreement satisfies the Owner's obligation for mitigation of impacts per Section 163.3180(5)(h), Florida Statutes.

RECOMMENDATION

Approve the Thompson Nursery Road Proportionate Share Agreement for identified roadway improvements associated with Maringa Valley Townhome Development.

FISCAL IMPACT

No Fiscal Impact associated with the agreement; however, the developer will be eligible for Transportation Impact Fee Credits not to exceed \$92,231.41.

CONTACT INFORMATION

Thado N. Hays, CPM
Concurrency & Entitlements Manager
Thadohays@polk-county.net <mailto:Thadohays@polk-county.net>

Prepared by:
Sandra B. Howard, Esq.
County Attorney's Office
330 W. Church St.
Bartow, FL 33830

**THOMPSON NURSERY ROAD
PROPORTIONATE SHARE AGREEMENT
(Maringa Valley Townhomes)**

This Proportionate Share Agreement (the "Agreement") is made and entered into as of the Effective Date (defined in Section 3.7 below), by and between TELESCORP GROUP, LLC, a Florida limited liability company (the "Owner"), whose address is 4545 36th Street, Suite B, Orlando, Florida 32811 and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 (hereinafter referred to as "Polk County" or "County") pursuant to the authority of Section 163.3180, Florida Statutes (2022). Owner and Polk County are referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Owner is the owner of real property located as specifically described in the legal description attached hereto as **Exhibit "A"** ("Owner's Property"); and

WHEREAS, Owner is seeking development approval from the City of Winter Haven to construct a 256 unit townhome development (known as Maringa Valley Townhomes) on the Owner's Property ("Project") as depicted in the site plan attached as **Exhibit "B"**; and

WHEREAS, access to the Project is through Thompson Nursery Road, which is a County-maintained roadway; and

WHEREAS, Owner has submitted to the County for Level 2 Review of a driveway permit and concurrency review, Polk County project number: **LDROW-2024-34**; and

WHEREAS, as part of the Level 2 Review, the County has notified the Owner that the Project will generate deficient PM Peak Hour trips (collectively, the "Excess Trips") for the roadway segments on Thompson Nursery Road, Link 4160 (the "Deficient Segment(s)"); and

WHEREAS, the Excess Trips will cause the Deficient Segments to operate below adopted Level of Service standards; therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Owner shall provide the County with proportionate share mitigation for the Excess Trips; and

WHEREAS, the Owner has commissioned a traffic study by George Young, Inc. dated December 13th, 2024 (the "Traffic Study"), which is incorporated herein by this reference, to

identify certain improvements necessary to alleviate existing infrastructure deficiencies, project related impacts, and maintain the functionality of the transportation network, and a copy of the Estimated PM Peak Hour Project Trip Ends is attached hereto as **Exhibit "C"**; and

WHEREAS, the County has reviewed and approved the Traffic Study; and

WHEREAS, the County and Owner have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout is One hundred one thousand three hundred seventy-five dollars and forty-eight cents (\$101,375.48) (the "PS Payment"); and

WHEREAS, this Agreement will provide the assurance to the Owner that upon making the PS Payment, which represents Owner's Proportionate Share amount, Owner shall be deemed to have satisfied all requirements for mitigation of the traffic impacts of the Project on all roads affected by the Project within the County's jurisdiction through buildout of the Project; and

WHEREAS, while this Agreement shall reserve transportation capacity forestablished amounts of development on Owner's Property as provided herein, Owner is not hereby granted the right to develop until Owner obtains all other necessary approvals from Polk County and other applicable local, regional, state and federal governmental agencies.

NOW THEREFORE, in consideration of the premises hereof, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

Article I RECITALS AND DEFINITIONS

- 1.1 Recitals.** The Recitals stated above are an integral part of this Agreement and are incorporated herein by reference as if fully set forth herein.
- 1.2 Definitions.** Terms which are capitalized herein shall be defined as set forth in the Recitals above or as otherwise defined in this Agreement.

Article II CONDITIONS OF AGREEMENT

- 2.1 Legal Description of the Properties.** The legal description of the Owner's Property is attached to this Agreement as **Exhibit "A"**;
- 2.2 Calculation of PS Payment.** The amount of the PS Payment for the Deficient Segments, as described in **Exhibit "D,"** totals One hundred one thousand three hundred seventy-five dollars and forty-eight cents (\$101,375.48). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owner and County agree that the Excess Trips will constitute the Project's impact on the Deficient Segments based upon (i) the Owner's Traffic Study, and (ii) the calculations described in Exhibit "D." The Traffic Study is on file with the Land Development Division and available for inspection. The Owner and County further acknowledge and agree that the PS Payment as

set forth above shall be the final and binding calculation of the amount the Owner is required to pay through the buildout of the currently approved Project as proportionate share mitigation for impacts of the Project upon roadways within the County's jurisdiction; provided, however, that if Owner subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2.7 below. Owner and County further acknowledge and agree that the calculation of, and agreement regarding, the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement. The Owner further understands and agrees that Polk County reserves the right to allocate the PS Payment to one or more transportation improvements within the Project's transportation impact fee district.

- 2.3 Timing of PS Payment, Issuance of Concurrency.** Within sixty (60) days following the Effective Date, Owner shall deliver a check to County in the amount of One hundred one thousand three hundred seventy-five dollars and forty-eight cents (\$101,375.48) as the PS Payment. Within twenty-one (21) days following its receipt of the PS Payment, County shall issue a Certificate of Concurrency sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segments. In the event Owner has not paid the PS Payment within sixty (60) days of the Effective Date, this Agreement shall become null and void.
- 2.4 Satisfaction of Transportation Improvement Requirements.** County hereby acknowledges and agrees that upon Owner's payment of the PS Payment as required herein, and absent any change in the Project increasing the number of trips as set forth in section 2.7 below, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether the improvements to the Deficient Segments are actually constructed; provided, *however*, nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, and/or County Code provisions or from making the required payment of transportation impact fees applicable to the Project.
- 2.5 No Refund.** The PS Payment is non-refundable.
- 2.6 Development Permits.** Owner shall be required to secure all applicable local development permits for any proposed construction on its Property. Owner will also obtain all required county, region, state, or federal approvals, prior to the development of its Property.
- 2.7 Increase in Project Trips.** Any change to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segments or other segments within the transportation impact area, as defined by County. Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with

any other required documentation, for the number of increased trips.

2.8 Insufficiency of Agreement. In the event that this Agreement fails to address a particular permit, condition, term, or restriction, Owner shall not be relieved of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

2.9 Compliance with Applicable Standards. Any public facility, including water, wastewater or transportation facility, designed and constructed by Owner shall be in compliance with all applicable Polk County requirements, and applicable region, state and federal standards and requirements.

2.10 Consistency with Florida Statutes. The Parties agree that this Agreement satisfies the requirements for all applicable statutes, including without limitation, requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(5), Florida Statutes.

2.11 Transportation Impact Fee Credits. Pursuant to Section 163.3180(5), Transportation Impact Fees shall be credited to Owner for payment of the Proportionate Share payment minus the percentage share that the Project's traffic represents of the added capacity of the selected improvement. The Transportation Impact Fee Credits shall be subject to Section 2.11 of the Polk County Amended and Restated Comprehensive Impact Fee Ordinance (Ord. No. 2024-062, referred to hereinafter as the "Ordinance") and the following requirements:

2.11.1 The total, maximum, cumulative amount of Transportation Impact Fee credits issued hereunder shall not exceed Ninety-two thousand two hundred thirty one dollars and forty-one cents (\$92,231.41), which includes a credit reduction in the amount of Nine thousand one hundred forty-four dollars and seven cents (\$9,144.07) for the percentage share that the Project's traffic represents of the added capacity to Thompson Nursery Road. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds the applicable Transportation Impact Fees, Owner shall not be entitled to a refund for the amount of the PS Payment in excess of such Transportation Impact Fees. Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Transportation Impact Fees, or, if levied, to levy them for any certain amount.

2.11.2 Transportation Impact Fee credits granted pursuant to this Agreement are assignable and transferrable in accordance with section 163.31801, Florida Statutes.

2.11.3 The value of each impact fee credit(s) shall be the value of the impact fee at the time each future development project is submitted to Polk County for transportation impact fee credit. The submittal for impact fee credits shall occur during the site/construction plan (Level 2) review, in conjunction with granting concurrency for the Project or any future projects. Said submittal shall include a development site plan(s) and access to the County road system approvals as granted by the County and the local government that has jurisdiction.

2.11.4 Owner, and their successors and assigns, shall have ten (10) years from the date of issuance in which to use any Transportation Impact Fee Credits issued hereunder. Any impact fee credits issued hereunder shall be governed by the Ordinance.

Article III MISCELLANEOUS PROVISIONS

3.1 Notices. Any notice delivered with respect to this Agreement shall be in writing and deemed delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

3.1.1 Polk County:

Chairman
Polk County Board of County Commissioners
330 West Church Street
Bartow, Florida 33830

with a copy to:

County Attorney
Polk County Board of County Commissioners
330 West Church Street
Bartow, Florida 33830

Polk County Land Development Division
Att: Concurrency and Entitlements Manager
330 West Church Street
Bartow, Florida 33830

Polk County Roads and Drainage Division
Att: Roads and Drainage Director
3000 Sheffield Road
Winter Haven, Florida 33880

3.1.2 Owner:

TELESCORP GROUP, LLC
4545 36th Street
Suite B
Orlando, Florida 32811

- 3.2 Amendment or Cancellation.** No amendment, modification, or other change(s) to this Agreement shall be binding upon the Parties unless in writing and formally executed by all of the Parties.
- 3.3 Recordation.** Within 14 days after Polk County approves and executes this Agreement, Polk County shall record the Agreement in the public records of Polk County, Florida. Polk County shall pay the costs of recording this Agreement as well as any amendment, cancellation, modification, extension, or revocation thereto.
- 3.4 Applicable Law, Enforcement, Jurisdiction and Venue.** This Agreement shall be subject to the following provisions:
- 3.4.1** This Agreement and the rights and obligations of the County and Owner hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the Laws of Polk County pursuant to the LDC, Polk County Comprehensive Plan, and any amendments thereto in effect on the Effective Date of this Agreement.
 - 3.4.2** Venue for any litigation pertaining to the subject matter hereof shall be exclusively in the state courts in and for Polk County, Florida, or Federal Court in the Middle District of Florida, located in Tampa, Florida.
 - 3.4.3** 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.
 - 3.4.4** 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.
 - 3.4.5** The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to develop the Owner's Property shall not relieve the Owner, the County, or their 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.
- 3.5 Successors; Notice of Transfer.** This Agreement shall be binding upon and the benefits and obligations of this Agreement shall inure to all heirs, legal representatives, successors and assigns of the Parties to this Agreement, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the success in interest in the Owner's Property. Within thirty (30) days of the date of the Owner's transfer of any of its interests in the Property, Owner shall provide notice to the County.

- 3.6 Entire Agreement.** This Agreement contains the entire understanding between the Parties, and the Parties agree that no representation was made by or on behalf of any Party that is not contained in this Agreement, and that in entering into this Agreement neither relied upon, or was entitled to rely upon, any representation not herein specifically set forth.
- 3.7 Effective Date.** This Agreement shall become effective upon the County's execution of the Agreement (the "Effective Date").
- 3.8 No Third Party Beneficiaries.** This Agreement is made for the sole benefit and protection of the Parties, their successors and assigns, and no other persons shall have any right of action hereunder.
- 3.9 Default and Opportunity to Cure.** With exception of the timing of the PS Payment as set forth in Section 2.3, the Parties acknowledge and agree that in the event of a default by the Parties respecting an obligation under this Agreement, the non-defaulting Party or Parties shall provide notice of said default to the defaulting Party pursuant to Paragraph 3.1 above, and the defaulting Party shall have thirty (30) days after receipt of said notice within which to cure the default described in said notice.
- 3.10 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.
- 3.11 Exhibits.** All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by this reference.
- 3.12 Release.** For and in consideration of the mutual agreements set forth herein, Owner agrees the terms and conditions of this Agreement are reasonable under the totality of the circumstances, and on behalf of its successors, assigns or trustees, and anyone claiming by, through, or under any of them, do hereby fully waive, release and forever discharge Polk County from and against any claims for inverse condemnation, regulatory takings, U.S.C. Section 1983, or claims under Chapter 70, Florida Statutes, arising out of or resulting from the terms and conditions hereof. The Owner acknowledges and agrees that its agreement to this release is a material inducement to Polk County to enter into this Agreement. The Owner agrees that this release is to the specific causes of action listed and should not be deemed a release of any non-listed causes of action to which the Owner may be entitled.
- 3.13 Limitation of Liability.** IN NO EVENT SHALL POLK COUNTY BE LIABLE TO THE OWNER 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.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

POLK COUNTY, a political subdivision of
the State of Florida

(SEAL)

ATTEST:

STACY M. BUTTERFIELD, Clerk

By: _____

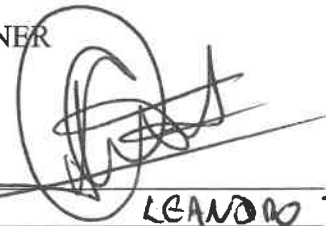
T.R. Wilson, Chairman
Board of County Commissioners

By: _____
Deputy Clerk

Date signed by Chairman: _____

Signature Blocks Continues on Next Page

OWNER



By: LEANDRO TELES

Date: 04/21/25

WITNESSES


Witness

Print Name _____

Witness

Print Name _____

State of Florida

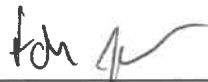
County of Polk ~~ORANGE~~ 

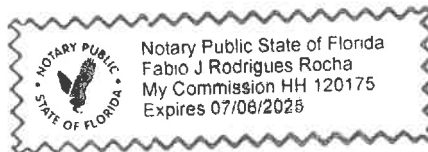
The foregoing instrument was acknowledged before me this 21st day of April, 2025, by Leandro Teles, as MANAGER, on behalf of said company, by means of physical presence or online notarization () who is personally known to me or ☒ who has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)

My Commission Expiration

and Commission Number:


Notary Public – State of Florida
Print Name: Fabio J. Rocha



List of Exhibits

Exhibit A – Legal Description

Exhibit B – Site Plan

Exhibit C – Estimated PM Peak Hour Trips

Exhibit D – Cost Estimate of Need Improvement

Exhibit E – Proportionate Share Calculation

Exhibit F – County Reimbursement Requirement

Exhibit G – Human Traffic Affidavit

EXHIBIT "A" LEGAL DESCRIPTION

Prepared by and return to:
H. James Stadelman
Interval Title Services, Inc.
604 Courtland Street 330
Orlando, FL 32804
File No. 21-0797

INSTR # 2022010887
BK 12070 Pgs 1979-1986 PG(s)8
01/12/2022 04:36:30 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 69.50
DEED DOC 21.700.00

WARRANTY DEED

THIS INDENTURE made on this 14 day of December, 2021, by MARC PELTZMAN, as Trustee of the BRIGHT LIGHT LAND TRUST, Dated the 10 Day of December, 2021, with full power and authority to protect, conserve, sell, convey, lease, grant, encumber, or otherwise manage or dispose of the real property described herein pursuant to Section 689.071, hereinafter called the "Grantor", to TEDESCORP GROUP, LLC, a Florida limited liability company, whose address for notice purposes is PO Box 592999, Orlando, Florida 32859, hereinafter called the "Grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, limited liability company or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain real property situate, lying, and being in Polk County, Florida, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION AND EXHIBIT "B" FOR DRAWING

Together with all the improvements, easements, licenses, privileges, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining (collectively, the "Property").

To Have and to Hold the same in fee simple forever.

Subject to all matters set forth in Exhibit C attached hereto and incorporated herein by this reference ("Permitted Exceptions") but reference to the same shall not operate to reimpose the same.

And the Grantor hereby does covenant with and warrant to Grantee that the Grantor is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Property; that the Property is free of all encumbrances except for the Permitted Exceptions; and that the Grantor hereby fully warrants the title to said Property and will defend the same, subject to the Permitted Exceptions, against the lawful claims of all persons whomsoever.

In Witness Whereof, the Grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Signed, sealed and delivered in our presence:

Witness

Print Name:

Gail P. Peltzman

By:

Marc D. Peltzman

MARC D. PELTZMAN
As Trustee
Grantor

Witness

Print Name:

H. James Stadelman

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me, the undersigned authority, by means (select one) of physical presence or online notarization on this day of , 2021, by MARC PELTZMAN, as Trustee of the BRIGHT LIGHT LAND TRUST, Dated the Day of , 2021, with full power and authority to protect, conserve, sell, convey, lease, grant, encumber, or otherwise manage or dispose of the real property described herein pursuant to Section 689.071, who (select one) is personally known as or ✓ has produced FL DWAB License as identification.

(SEAL)



NOTARY PUBLIC

Print Name:

Gerald A. Higgins, Jr.

My Commission Expires:

10/24/22
Commission No. GG 270801

**EXHIBIT A
LEGAL DESCRIPTION**

Description: (Parcel S-9-1)

A parcel of land in the Southeast ¼ and the Northeast ¼ of Section 17, Township 29 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of the Northwest ¼ of the Northeast ¼ of said Section 17; thence South 89°06'20" West, along the south line of said Northwest ¼ of the Northeast ¼, a distance of 264.15 feet; thence South 00°52'28" East, 109.37 feet; thence South 00°43'00" West, 72.03 feet; thence South 00°52'28" East, 1102.72 feet to the Point of Beginning; thence continue South 00°52'28" East, 73.02 feet to the point of curvature of a curve to the left having a radius of 305.00 feet, a central angle of 20°37'29", a chord bearing of South 11°11'13" East and a chord distance of 109.20 feet; thence southerly along the arc of said curve 109.79 feet to the point of tangency; thence South 21°29'57" East, 116.42 feet to the point of curvature of a curve to the right having a radius of 191.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 30.27 feet; thence southeasterly along the arc of said curve 30.30 feet to the point of tangency; thence South 30°35'22" East, 69.47 feet to the point of curvature of a curve to the right having a radius of 209.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 33.12 feet; thence southeasterly along the arc of said curve 33.16 feet to the point of tangency; thence South 21°29'57" East, 297.12 feet to the point of curvature of a curve to the right having a radius of 369.00 feet, a central angle of 21°03'59", a chord bearing of South 10°57'58" East and a chord distance of 134.91 feet; thence southerly along the arc of said curve 135.67 feet to the point of tangency; thence South 00°25'58" East, 82.91 feet to the point of curvature of a curve to the left having a radius of 26.00 feet, a central angle of 90°08'18", a chord bearing of South 45°30'07" East and a chord distance of 36.81 feet; thence southeasterly along the arc of said curve 40.90 feet to the point of tangency; thence North 89°25'44" East, 80.59 feet to the point of curvature of a curve to the right having a radius of 125.00 feet, a central angle of 12°08'49", a chord bearing of South 84°29'52" East and a chord distance of 26.45 feet; thence easterly along the arc of said curve 26.50 feet to the point of tangency; thence South 78°25'27" East, 116.28 feet; thence North 35°12'06" East, 735.62 feet; thence North 89°58'10" West, 14.25 feet; thence South 84°04'48" West, 56.24 feet; thence North 65°01'10" West, 64.72 feet; thence North 48°46'11" West, 28.77 feet; thence North 72°01'55" West, 27.61 feet; thence South 89°07'02" West, 45.73 feet; thence North 60°11'45" West, 30.82 feet; thence North 40°07'35" West, 73.57 feet; thence North 16°13'21" West, 46.05 feet; thence North 06°46'15" East, 35.22 feet; thence North 23°41'03" East, 61.16 feet; thence North 23°33'02" East, 111.66 feet; thence South 89°07'32" West, 698.39 feet to the Point of Beginning.

Parcel containing 12.19 acres, more or less.

AND

Description: (Parcel S-9-2)

A parcel of land in the Southeast ¼ of Section 17, Township 29 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of the Northwest ¼ of the Northeast ¼ of said Section 17; thence South 89°06'20" West, along the south line of said Northwest ¼ of the Northeast ¼, a distance of 264.15 feet; thence South 00°52'28" East, 109.37 feet; thence South 00°43'00" West, 72.03 feet; thence South 00°52'28" East, 1175.74 feet to the point of curvature of a curve to the left having a radius of 305.00 feet, a central angle of 20°37'29", a chord bearing of South 11°11'13" East and a chord distance of 109.20 feet; thence southerly along the arc of said curve 109.79 feet to the point of tangency; thence South 21°29'57" East, 116.42 feet to the point of curvature of a curve to the right having a radius of 191.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 30.27 feet; thence southeasterly along the arc of said curve 30.30 feet to the point of tangency; thence South 30°35'22" East, 69.47 feet to the point of curvature of a curve to the right having a radius of 209.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 33.12 feet; thence southeasterly along the arc of said curve 33.16 feet to the point of tangency; thence South 21°29'57" East, 297.12 feet to the point of curvature of a curve to the right having a radius of 369.00 feet, a central angle of 21°03'59", a chord bearing of South 10°57'58" East and a chord distance of 134.91 feet; thence southerly along the arc of said curve 135.67 feet to the point of tangency; thence South 00°25'58" East, 82.91 feet to the point of curvature of a curve to the left having a radius of 26.00 feet, a central angle of 90°08'18", a chord bearing of South 45°30'07" East and a chord distance of 36.81 feet; thence southeasterly along the arc of said curve 40.90 feet to the point of tangency; thence North 89°25'44" East, 80.59 feet to the point of curvature of a curve to the right having a radius of 125.00 feet, a central angle of 12°08'49", a chord bearing of South 84°29'52" East and a chord distance of 26.45 feet; thence easterly along the arc of said curve 26.50 feet to the point of tangency; thence South 78°25'27" East, 116.28 feet to the Point of Beginning; thence continue South 78°25'27" East, 298.40 feet to the point of curvature of a curve to the left having a radius of 501.00 feet, a central angle of 00°18'50", a chord bearing of South 78°34'52" East and a chord distance of 2.74 feet; thence easterly along the arc of said curve 2.74 feet; thence North 35°12'06" East, 695.39 feet; thence North 13°33'29" West, 96.14 feet; thence North 46°01'13" West, 89.94 feet; thence South 86°58'13" West, 87.29 feet; thence South 44°33'50" West, 59.30 feet; thence South 63°29'27" West, 35.34 feet; thence North 89°58'10" West, 24.17 feet; thence South 35°12'06" West, 735.62 feet to the Point of Beginning.

Parcel containing 5.01 acres, more or less.

AND

Description: (Parcel S-9-3)

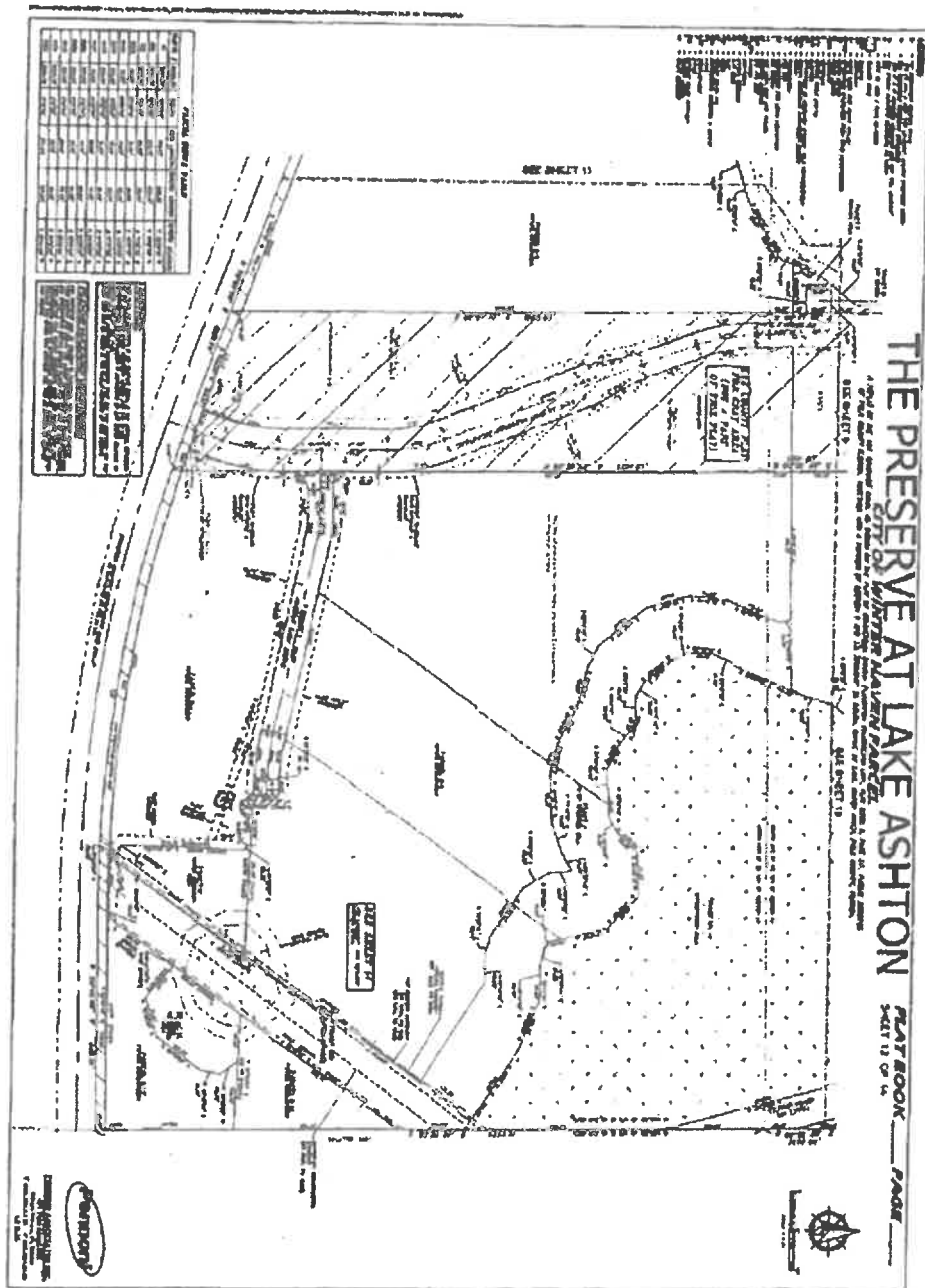
A parcel of land in the Southeast ¼ of Section 17, Township 29 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of the Northwest ¼ of the Northeast ¼ of said Section 17; thence South 89°06'20" West, along the south line of said Northwest ¼ of the Northeast ¼, a distance of 264.15 feet; thence South 00°52'28" East, 109.37 feet; thence South 00°43'00" West, 72.03 feet; thence South 00°52'28" East, 1175.74 feet to the point of curvature of a curve to the left having a radius of 305.00 feet, a central angle of 20°37'29", a chord bearing of South 11°11'13" East and a chord distance of 109.20 feet; thence southerly along the arc of said curve 109.79 feet to the point of tangency; thence South 21°29'57" East, 116.42 feet to the point of curvature of a curve to the right having a radius of 191.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 30.27 feet; thence southeasterly along the arc of said curve 30.30 feet to the point of tangency; thence South 30°35'22" East, 69.47 feet to the point of curvature of a curve to the right having a radius of 209.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 33.12 feet;

thence southeasterly along the arc of said curve 33.16 feet to the point of tangency; thence South 21°29'57" East, 297.12 feet to the point of curvature of a curve to the right having a radius of 369.00 feet, a central angle of 21°03'59", a chord bearing of South 10°57'58" East and a chord distance of 134.91 feet; thence southerly along the arc of said curve 135.67 feet to the point of tangency; thence South 00°25'58" East, 82.91 feet to the point of curvature of a curve to the left having a radius of 26.00 feet, a central angle of 90°08'18", a chord bearing of South 45°30'07" East and a chord distance of 36.81 feet; thence southeasterly along the arc of said curve 40.90 feet to the point of tangency; thence North 89°25'44" East, 80.59 feet to the point of curvature of a curve to the right having a radius of 125.00 feet, a central angle of 12°08'49", a chord bearing of South 84°29'52" East and a chord distance of 26.45 feet; thence easterly along the arc of said curve 26.50 feet to the point of tangency; thence South 78°25'27" East, 414.68 feet; to the point of curvature of a curve to the left having a radius of 501.00 feet, a central angle of 00°18'50", a chord bearing of South 78°34'52" East and a chord distance of 2.74 feet; thence easterly along the arc of said curve 2.74 feet to the Point of Beginning; said point being on a curve to the left having a radius of 501.00 feet, a central angle of 08°51'05", a chord bearing of South 83°09'49" East and a chord distance of 77.32 feet; thence easterly along the arc of said curve 77.40 feet to the point of tangency; thence South 87°35'21" East, 40.08 feet; thence South 02°24'39" West, 50.00 feet; thence South 87°35'21" East, 321.65 feet; thence North 35°12'06" East, 567.34 feet; thence North 55°46'10" West, 172.39 feet; thence North 66°20'38" West, 104.93 feet; thence North 88°42'24" West, 34.52 feet; thence South 86°14'55" West, 33.46 feet; thence North 76°07'41" West, 37.93 feet; thence North 56°18'31" West, 15.93 feet; thence North 13°33'29" West, 24.08 feet; thence South 35°12'06" West, 695.39 feet to the Point of Beginning.

Parcel containing 6.01 acres, more or less.

**EXHIBIT B
MAP**



Stacy M. Butterfield POLK
CFN# 2022010887 OR BK 12070 PG 1985 Pgs 1979-1986 01/12/2022 04:36:30 PM

EXHIBIT C
PERMITTED EXCEPTIONS

1. General or special taxes and assessments required to be paid in the year **2022** and subsequent years.
2. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
3. Easement in favor of Florida Public Service Company recorded in Deed Book 404, Page 46, as amended and partially released by that certain Partial Release of Easement and Amendment and Restatement of Easement recorded in O.R. Book 7401, Page 160, as corrected by that certain Corrective Partial Release of Easement and Amendment and Restatement of Easement recorded in O.R. Book 7411, Page 1019, Public Records of Polk County, Florida.
4. Ordinance No.: O 02-49 recorded in O.R. Book 5142, Page 1162, together with Agreement by and between The Winter Haven Corporation, a Florida limited liability company, and the City of Winter Haven recorded in O.R. Book 5155, Page 1401, Public Records of Polk County, Florida, which includes provisions creating easements
5. Easement Agreements by and between Odyssey Residential (WHC) II, LLC, a Florida limited liability company, Odyssey Residential (WH84) II, LLC, a Florida limited liability company, and WHCP Properties, LLC, a Florida limited liability company, recorded in O.R. Book 7800, Page 2246 and O.R. Book 7800, Page 2265, Public Records of Polk County, Florida, which includes provisions creating maintenance obligations and easements.
6. Easement in favor of Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy recorded in O.R. Book 11782, Page 753, Public Records of Polk County, Florida.
7. Notice of Environmental Resource Permit recorded in Official Records Book 11912, at Page 1107, of the Public Records of Polk County, Florida.

EXHIBIT "B" SITE PLAN

MARINGA VALLEY SUBDIVISION SITE CIVIL CONSTRUCTION PLANS

SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST
(TOWNHOMES SUBDIVISION TO BE PLATTED)

CITY OF WINTER HAVEN, FL

REV #1 APRIL 2024

LOCATION MAP



PROJECT SITE



VICINITY MAP

PLANS PREPARED FOR

TELECORP GROUP, LLC

4441 N.W. 17, SUITE B

OKLAHOMA CITY, OK 73101

PLANS PREPARED BY

PURA VIDA ENGINEERING, LLC

4447 HAZELTINE NATIONAL DRIVE, SUITE 100

OKLAHOMA CITY, OK 73101

PHONE: (407) 252-2400



ATTENTION: IS SUBJECT TO THE FACT THAT THESE PLANS MAY HAVE
BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CORRECTED
WHEN OBTAINING SCALED COPY.

Sheet Number	Sheet Title
C-1.00	CITY OF WINTER HAVEN, FL
C-1.01	CITY OF WINTER HAVEN, FL
C-1.02	CITY OF WINTER HAVEN, FL
C-1.03	CITY OF WINTER HAVEN, FL
C-1.04	CITY OF WINTER HAVEN, FL
C-1.05	CITY OF WINTER HAVEN, FL
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C-1.07	CITY OF WINTER HAVEN, FL
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C-2.00	CITY OF WINTER HAVEN, FL

CALL 48 HOURS
BEFORE YOU DIG
875 THE LAMP
OKLA 411

800-451-4511

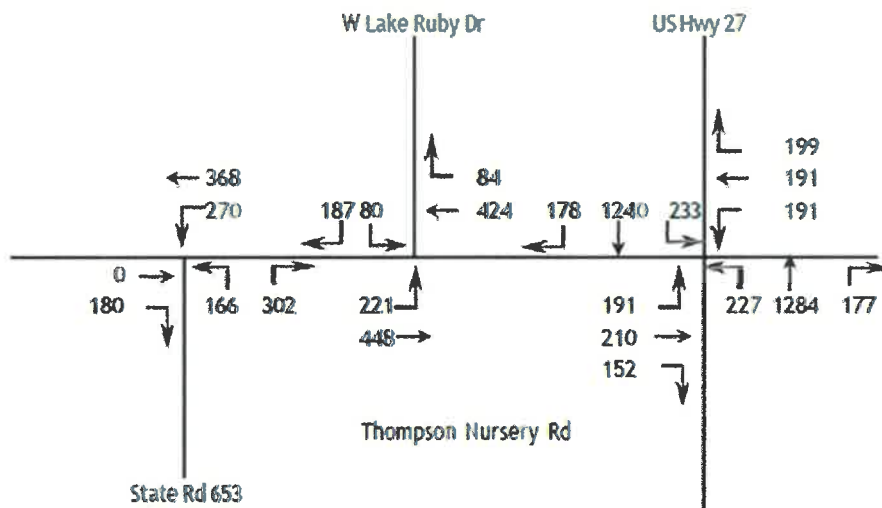
OKLAHOMA CITY, OK 73101

G-1.00



EXHIBIT "C" ESTIMATED PM PEAK HOUR TRIPS

Figure 2: Existing PM Peak Hour Volumes



3.0 FUTURE TRAFFIC CONDITIONS

3.1 Site Traffic Generation

In determining the PM peak-hour trips that will be generated by this new expansion, the *ITE Trip Generation Manual- 11th Edition* was used. The proposed Townhomes (Land Use 215), Single-family Attached Housing will generate trips that are summarized below.

Table 1: Trip Generation

Land Use (Size)	Expected Units	Trip Rate	PM Peak Hour	
			Enter 62%	Exit 38%
Townhomes (215)	256	0.61	97	59
Total Trips			156	

EXHIBIT "D" COST ESTIMATE OF IMPROVEMENT

from - Turning Lane US HWY 27
Polk County
Site Construction Cost Estimate



SPEC REFERENCE NUMBER	BID ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	1.05.00	MOBILIZATION				
	1.05.01	MOBILIZATION	LS	1	\$39,000.00	\$39,000.00
	1.06.00	MAINTENANCE OF TRAFFIC				
	1.06.01	MAINTENANCE OF TRAFFIC	MONTH	6	\$5,900.00	\$35,400.00
	1.07.00	CLEARING AND DEMOLITION				
	1.07.01	EROSION AND SILTATION CONTROL	LF	500	\$2.15	\$1,075.00
					\$0.00	
						\$0.00
	1.08.00	General				
	1.08.01	AS-BUILTS	LS	1	\$65,000.00	\$65,000.00
						\$0.00
						\$0.00
	1.09.00	DEMOLITION				
	1.09.01	SAWCUT AND REMOVE EXISTING ASPHALT	LF	200	\$45.00	\$9,000.00
	1.09.02	5' CURB REMOVAL	LF	200	\$75.00	\$15,000.00
						\$0.00
	1.10.00	EARTHWORk, CURB & PAVING				
	1.10.01	2-FT DOD BOTH EDGE OF PAVEMENT	SF	286	\$4.50	\$1,287.00
	1.10.02	STRIP SITE - REMOVE GRASS	TNS	30	\$45.25	\$1,357.50
	1.10.03	EXPORT EXCESS FILL	CY	364	\$55.09	\$20,052.76
	1.10.04	12" STABILIZED SUB-GRADE	SY	311	\$58.02	\$18,044.22
	1.10.05	8" LIMEROCK BASE	TNS	130	\$174.63	\$22,701.90
	1.10.06	2.5" SP-12.5 ASPHALT	SY	311	\$174.63	\$54,309.93
	1.10.07	PRIME AND SAND	SY	311	\$0.72	\$223.92
	1.10.09	SIGNALIZATION / ITS FOR INTERSECTION	EA	1	\$205,000.00	\$205,000.00
	1.10.10	5' CURB	LF	215	\$32.09	\$6,899.35
	1.10.11	SIDEWALK	SF	800	\$10.78	\$8,624.00
	1.10.12	STRIPING AND SIGNAGE	EA	1	\$25,000.00	\$25,000.00
						\$0.00
						\$0.00
						\$0.00
		SUB-TOTAL CONSTRUCTION COST (2024)				\$547,975.58
		TOTAL CONSTRUCTION COST (2025)				\$547,975.58


 Digitally signed by IVAN URDANETA
 DN: cn=IVAN URDANETA,
 o=SED ENGINEERING, ou=POLK COUNTY, c=US
 Date: 2025.01.23 14:22:29 -0500

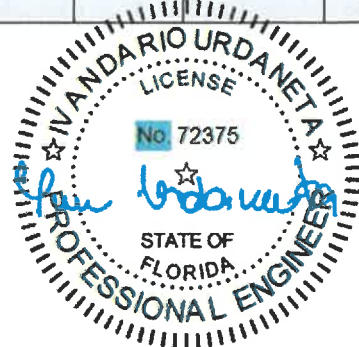


EXHIBIT “E” PROPORTIONATE SHARE CALCULATION

Proportionate Share Calculation for Maringa Valley Townhome Development									
Phase	Intersection	Improvement	Lane Capacity		Project Trips on Imp Approaches	% Prop Share	Length	Est. Cost (\$)	Prop Share (\$)
Phase 1	US 27 at Thompson Nursery Rd	Add 200 ft left turn lane	w/o imp	w/ imp					
			268	521	47	18.5%	200	\$ 547,975.58	\$ 101,375.48

Prop Share =

Project Trips

Improved Capacity - Existing Capacity

X

Cost of Improvements

EXHIBIT “F” COUNTY REIMBURSEMENT REQUIREMENTS

Impact Fee Credit Reimbursement Requirements

1. To submit a request for impact fee credits as outlined in the agreement with the County, the developer must first complete all transportation improvements as depicted and described in the agreement; or provide documentation that required proportionate share payment has been made and received by the County as described in the agreement.
2. The developer shall then submit a request for reimbursement of impact fee credits to the County. This request shall include backup documentation of the actual construction costs, as evidenced by invoices paid and other appropriate supporting documentation deemed sufficient by the County. Only expenditures on qualifying transportation improvements are eligible for impact fee credits as described in the agreement and Section 4.04B of the Impact Fee Ordinance.
3. Once the review of the backup documentation is complete, the request for reimbursement shall be forwarded to the Fiscal Manager of the Office of Planning & Development to begin the issuance of impact fee credits.
4. Polk County prepares the impact fee credits as individual vouchers applied on a per-lot basis for future development. The value of each impact fee credit voucher is based on the County transportation impact fees assessed on each lot at the time of request.
5. Impact fee credits granted to the developer pursuant to the agreement are assignable and transferable in accordance with section 163.31801(10), Florida Statutes.
6. Once impact fee credits have been issued, the developer must assign a person to sign each voucher as the impact fee credit holder.
7. Impact fee credit vouchers must be provided to the appropriate jurisdiction prior to the payment of impact fees on a lot. If impact fees are paid prior to the submittal of the impact fee credit voucher, the developer may not request a refund of paid impact fees.
8. The jurisdiction must be provided with the original voucher; a copy will not be honored. Each voucher has a stamp and raised seal from the County to confirm its validity.
9. Each impact fee credit voucher has a cash value; thus, it is the responsibility of the developer to maintain their vouchers. The County shall not replace lost impact fee credit vouchers. If a permit is voided the developer may request a replacement voucher only if the County is provided with the voided impact fee credit voucher.

Questions regarding impact fee credits can be directed to the Fiscal Manager of the Office of Planning & Development by calling (863) 534-6460.

EXHIBIT "G" HUMAN TRAFFIC AFFIDAVIT

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does not use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true. Further Affiant sayeth naught.

NONGOVERNMENTAL ENTITY

SIGNATURE

PRINT NAME

TITLE

DATE

CAO Last Revised 7/19/24



Polk County
Board of County Commissioners

Agenda Item Q.10.

6/17/2025

SUBJECT

1st Amendment to Wynnstone, Cascades, & Brentwood Infrastructure Agreement. Specifically, amending the “*Letter of Credit*” terms in the agreement to allow a Surety (Performance) Bond.

DESCRIPTION

This is a request to amend the “*Letter of Credit*” (LOC) terms of the Wynnstone, Cascades, & Brentwood Infrastructure Agreement between the County and Developer (GLK Real Estate, LLC). The infrastructure agreement was approved by the Board on November 21st, 2023, and involves multiple infrastructure improvements associated with Wynnstone, Cascades, & Brentwood developments. Specifically, improvements to FDC Grove Road, Park Place Boulevard, Massee Road, and Holly Hill Grove Roads 2 and 3, etc...

A “*Letter of Credit*” (No. 754018532-L001) in the amount of Five Million Forty-nine Thousand Four Hundred Eighty-Seven and 30/100 Dollars (**\$5,049,487.30**) was provided by the Developer and accepted by the Board on March 5, 2024. This amount is 110% of the total costs of the improvement.

To date the Developer has completed the following work associated with the agreement, which involves clearing & grubbing; road grading and paving, engineering & surveying, and construction management. They have also completed a section of FDC Grove Road from Park Place to Sand Hill Road and improvements to Holly Hill Grove Road Two.

- \$215,272.13 Site Work
- \$163,662.91 Engineering
- \$61,498.35 Surveying
- \$105,000.00 Construction Management
- **\$545,433.39 Total Costs Paid**

The proposed amendment specifically seeks to replace the “*Letter of Credit*” with a Surety (Performance) Bond in the amount of **\$4,449,510.95**, which is the remaining balance of the project at 110% (same 110% requirement as the Letter of Credit). The developer contends that replacing the

Letter of Credit with a Surety (Performance) Bond will allow them to free up capital needed for their operations while still providing surety of the project to the County.

Pursuant to Section 4.3 of the Infrastructure Agreement, the Developer is required to provide written notice to the County of any proposed amendment and no amendment to the agreement shall be binding unless in writing and formally executed by all parties. County staff has received and reviewed the Developer's request and has no objections to the proposed amendment.

RECOMMENDATION

Approve 1st Amendment to the Wynnstone, Cascades, & Brentwood infrastructure Agreement, amending the *Letter of Credit* terms to allow a Surety (Performance) Bond in the amount of \$4,449,510.95.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Thado N. Hays, CPM
Concurrency & Entitlements Manager
Thadohays@polk-county.net <mailto:Thadohays@polk-county.net>

**FIRST AMENDMENT TO WYNNSTONE, CASCADES & BRENTWOOD
INFRASTRUCTURE AGREEMENT
BETWEEN POLK COUNTY AND GLK REAL ESTATE, LLC**

THIS FIRST AMENDMENT (“Amendment”) is hereby entered into effective as of the date last executed (the “Effective Date”) by and between Polk County, a political subdivision of the State of Florida (the “County”), and GLK Real Estate, LLC, a Florida limited liability company (“Developer”).

RECITALS

WHEREAS, the County and Developer entered into an Infrastructure Agreement dated November 21, 2023 (the “Agreement”) in connection with the Wynnstone, Cascades & Brentwood residential developments, the resultant County deficient transportation facilities, and planned roadway improvements, all as further described in the Agreement; and

WHEREAS, the Agreement required the Developer to provide an irrevocable standby *Letter of Credit* (No.754018532-L001) in the amount of Five Million Forty-Nine Thousand Four Hundred Eighty-Seven and 30/100 Dollars (\$5,049,487.30), which was 110% of the Developer’s proportionate share payment cost to construct the Road Improvements, as defined in the Agreement; and

WHEREAS, the Developer provided said Letter of Credit to the County within 60 days, as required under the Agreement, and the County accepted said LOC on March 5th, 2024; and

WHEREAS, the Developer has requested, and the County has agreed, to amend the terms of the Agreement to allow the Developer to replace the LOC with a payment and performance bond in the amount of 110% of the remaining cost of the Road Improvements, which equates to a surety bond in the amount of **\$4,449,510.95**.

NOW THEREFORE, the County and Developer hereby agree as follows:

1. The foregoing recitals stated above are true and correct and fully incorporated herein. Capitalized terms not otherwise defined herein shall have the meaning ascribed in the Agreement.
2. Section 3.1.5 of the Agreement is hereby amended to add the following new provision:

As an alternative to providing an irrevocable standby Letter of Credit as described immediately above, Developer may post a payment and performance bond to the County in the amount of **\$4,449,510.95**, which amount is equal to one hundred ten percent (110%) of the cost to construct the remaining Road Improvements as of the Effective

Date of this First Amendment. The bond's initial expiration date must not be less than one year from the Effective Date of the First Amendment to the Agreement and must contain a provision for automatic renewal until the Road Improvements have been accepted for ownership and maintenance by the County. The County shall release the performance bond upon Developer satisfactorily completing the Road Improvements and providing all record drawings to the County. In the event Developer fails to complete the Road Improvements, the County shall have the right, but not the obligation, to file a claim against the bond. The surety on the bond shall be a surety company authorized to do business in the State of Florida, with an A.M. Best rating of A VIII or better.. The bond shall be payable to "Polk County, a political subdivision of the State of Florida" and conditioned for the prompt, faithful, and efficient performance of the Agreement according to plans and specifications and within the time period specified, and for the prompt payment of all persons furnishing labor, material, equipment, and supplies for work provided under this Agreement.

3. Exhibit "C" of the Agreement, "Infrastructure Improvements Cost Estimate," is hereby updated to reflect that portion of the Road Improvements which have been completed through the Effective Date of this First Amendment, and the remaining Road Improvements to be completed with their corresponding costs, all as set forth and described in the "Updated Infrastructure Improvements Cost Estimate" attached to this First Amendment as Schedule 1 and fully incorporated herein.

4. The Agreement, as amended by this First Amendment, continues in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment effective as of the Effective Date.

ATTEST:
STACY M. BUTTERFIELD
CLERK

COUNTY:
POLK COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
T.R. Wilson, Chair
Board of County Commissioners

Date signed by Chairman: _____

WITNESSES:

GLK Real Estate, LLC, a Florida limited liability company`

By: _____

Print Name

By: _____

Print Name: _____

By: _____

Print Name

Title: _____

Date: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

SCHEDULE 1

Updated Infrastructure Improvements Cost Estimate



INSTR # 2023277884
BK 12921 Pgs 52-165 PG(s)114
RECORDED 11/28/2023 03:05:02 PM
STACY M. BUTTERFIELD, CLERK OF COUR
POLK COUNTY
RECORDING FEES \$970.50
RECORDED BY ushlover

Wynnstone, Cascades & Brentwood INFRASTRUCTURE AGREEMENT

This Infrastructure Agreement is made and entered into as of the Effective Date (defined in Section 4.8, below), by and between **GLK REAL ESTATE, LLC** – a Florida Limited Liability Company (“Developer”) and **POLK COUNTY**, a political subdivision of the State of Florida (“Polk County” or “County”), pursuant to the authority of Section 163.3180, Florida Statutes (2022). Developer and Polk County are referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Developer proposes to develop three residential developments known as Cascades, Wynnstone, and Brentwood; and

WHEREAS, the developments are generally located on FDC Grove Road, south of Minute Maid Ramp Road 2, and north of Massee Road, and west of U.S. 27, as more specifically described in the legal description(s) attached hereto as **Exhibit “A”** (the “Property”); and

WHEREAS, Wynnstone is a proposed single-family development located within the City of Haines City, Florida (the “City”), and is accessed by FDC Grove Road, a County-maintained roadway; and

WHEREAS, Cascades is a proposed three-phased single-family development located within the City, and is accessed by FDC Grove Road, Park Place Boulevard, and Massee Road, which are all County-maintained roadways (except for Massee Road, which is a City-maintained roadway); and

WHEREAS, Brentwood is a proposed two-phased single family attached (townhome) development located within unincorporated Polk County, and is accessed by Holly Hill Grove Road 3, Holly Hill Grove Road 2, and FDC Grove Road, which are all County-maintained roadways; and

WHEREAS, Developer has received approval from the City to construct up to 1,029 single-family dwelling units for Cascades and up to 793 single-family dwelling units for Wynnstone, as depicted in the site plans attached as **Exhibit “B”** and **Exhibit “B-1”**; and Developer has received approval from the County to construct up to 226 townhomes for Brentwood Phase 1, has received approval from the City to construct 246 Townhomes in Phase 2 and Phase 3, proposes to construct 290 townhomes in Phase 4 and Phase 5, and 288 apartments directly south thereof, for a total 1,050 units in Brentwood, as depicted in the site plan attached as **Exhibit “B-2”** (the 2,872 approved units are collectively the “Project”); and

WHEREAS, Developer has received conditional Level 2 Approval from the County for a residential driveway and utilities for up to 597 lots for Cascades Phase I, project number: LDRES-2021-9; conditional Level 2 Approval from the County for residential driveway and

utilities for up to 74 lots for Cascades Phase II, project number: LDRES 2021-22; conditional Level 2 Approval from the County for residential driveway and utilities for up to 344 lots for Cascades Phase III, project number: LDRES-2021-120; conditional Level 2 Approval from the County for residential driveway and utilities for up to 226 lots for Brentwood Phase 1, project number: LDRES-2021-16; and conditional Level 2 Approval from the County for residential driveway and utilities for up to 246 lots for Brentwood Phase 2 and 3, project number: LDRES-2021-119; and

WHEREAS, as part of the Level 2 Review, the County has notified the Developer that the Project will result in the operational failure of three intersections on FDC Grove Road, which are maintained by the County (the **“County’s Deficient Segments”**), and four intersections on US 27, between CR-547 and Heller Brothers Boulevard (the **“FDOT’s Deficient Intersections”**). The **“County’s Deficient Segments”** and the **“FDOT’s Deficient Intersections”** are collectively the **“Deficient Transportation Facilities”**); and

WHEREAS, the trips generated by the Project will cause the Deficient Transportation Facilities to operate below adopted Level of Service standards; therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Developer is responsible for a proportionate share mitigation for transportation improvements needed to restore acceptable traffic operating conditions; and

WHEREAS, the Developer has commissioned a traffic study and a mitigation document from Raysor Transportation Consulting dated June 28, 2021, and August 23, 2021 (updated December 19, 2022 and July 18, 2023), respectively (collectively, the **“Traffic Study”**), which is on file with the Land Development Division and incorporated herein by this reference, to identify certain improvements necessary to alleviate the Deficient Transportation Facilities; and

WHEREAS, the County has reviewed and approved the Traffic Study; and

WHEREAS, pursuant to improvements identified in the Traffic Study, the Developer has agreed to provide the following to address the Deficient Transportation Facilities:

(1) construct improvements to FDC Grove Road and the County shall reimburse such construction costs with transportation impact fee credits for costs up to the amount equal to the proportionate share payment and by cash reimbursement for the amount that exceeds the Developer’s proportionate share payment for the County’s Deficient Segments (**“Infrastructure Improvements”**); and

(2) provide a proportionate share payment for the FDOT’s Deficient Intersections; and

(3) construct improvements to Holly Hill Grove Road 2 to satisfy collector road standards and the County shall reimburse such construction costs with transportation impact fee credits.

WHEREAS, the County has requested and Developer has agreed to construct additional improvements, such as bike lanes, to FDC Grove Road (“**Additional Improvements**”); and

WHEREAS, the Developer shall construct such Additional Improvements concurrently with the Infrastructure Improvements; and

WHEREAS, it is therefore deemed to be in the interest of public health, safety, and welfare for the County to facilitate and expedite the construction of the improvements to the County’s Deficient Segments;

WHEREAS, the Developer and the County desire to enter into this Agreement to establish the respective rights and obligations in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the premises hereof, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

ARTICLE I RECITALS AND DEFINITIONS

- 1.1 **Recitals.** The Recitals stated above are an integral part of this Agreement and are incorporated herein by reference as if fully set forth herein.
- 1.2 **Definitions.** Terms which are capitalized herein shall be defined as set forth in the Recitals above or as otherwise defined in this Agreement.

ARTICLE II CONDITIONS OF AGREEMENT

- 2.1 **Developer’s Obligations to Polk County.** The following activities are to be completed by the Developer in the timeframes indicated for each respective activity.

2.1.1. Proportionate Share for County’s Deficient Segments. The Developer shall be responsible for its proportionate share for the County’s Deficient Segments, as described in Exhibit “C,” which totals two million nine hundred and fourteen thousand, eight hundred and eight-six dollars (\$2,914,886) (the “**County PS Payment**”). The County PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. The Developer and County further acknowledge and agree that the County PS Payment represents the final and binding amount the Developer is required to pay through the buildout of the currently approved Project as proportionate share mitigation for impacts of the Project upon roadways within the County’s jurisdiction; provided, however, that if Developer subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an

additional concurrency evaluation and proportionate share agreement as set forth in Section 2.4.1 below. Developer and County further acknowledge and agree that the calculation of, and agreement regarding, the amount of the County PS Payment constitute material inducements for the Parties to enter into this Agreement.

2.1.2. Road Construction.

2.1.2.1. Infrastructure Improvements. The Developer shall design, permit, and construct the improvements to FDC Grove Road that are described in the attached Cost Estimate in Exhibit “C” in accordance with the construction plans attached as Exhibit “D-1” (the “**Plans and Specifications**”) (collectively, the “**Infrastructure Improvements**”). Any modifications that increase, in the aggregate, the cost estimate in Exhibit “C” by ten percent (10%) or less shall require written approval by the County. Any modifications that increase, in the aggregate, the cost estimate in Exhibit “C” by more than ten percent (10%) shall require a fully executed amendment to this Agreement.

2.1.2.2. Additional Improvements. The Developer shall design, permit, and construct additional improvements to FDC Grove Road that are described in the attached Cost Estimate in Exhibit “D-2” in accordance with the Plans and Specifications (“**Additional Improvements**”). The Infrastructure Improvements and Additional Improvements shall be collectively referred to herein as the “**FDC Grove Road Improvements**.” Any modifications that increase, in the aggregate, the cost estimate in Exhibit “D-2” by ten percent (10%) or less shall require written approval by the County. Any modifications that increase, in the aggregate, the cost estimate in Exhibit “D-2” by more than ten percent (10%) shall require a fully executed amendment to this Agreement.

2.1.2.3. Holly Hill Grove Road 2 Improvements. The Developer shall design, permit, and construct additional improvements to Holly Hill Grove Road 2 from FDC Grove Road to 1600 linear feet to the East thereof that are described in the attached Cost Estimate in Exhibit “D-3”. The **FDC Grove Road Improvements** and the **Holly Hill Grove Road 2 Improvements** shall be collectively referred to herein as the “**Road Improvements**.” Any modifications that increase, in the aggregate, the cost estimate in Exhibit “D-3” by ten percent (10%) or less shall require written approval by the County. Any modifications that increase, in the aggregate, the cost estimate in Exhibit “D-3” by more than ten percent (10%) shall require a fully executed amendment to this Agreement.

2.1.3. Bidding Process. Developer agrees to use a competitive bidding process in retaining a contractor to construct the Road Improvements. The County will have the right to review the competitive bidding process and all bids received. In the event that the County reasonably determines that the bidding process is insufficient or that the proposed number of construction days to complete the Road Improvements is not reasonable, the County may require Developer to reject all bids and re-bid all or a portion thereof as applicable. If Developer refuses to reject

the bids and re-bid, the County shall have the option to terminate this Agreement including terminating any obligation of the County to provide concurrency and/or impact fee credits to Developer. After receipt of responsive bids, Developer shall select the lowest priced responsive and responsible bidder, notify the County of the bidder selected, and enter into a contract for construction of the FDC Grove Road Improvements (the “**Construction Contract**”) with the selected contractor. Upon execution of a final Construction Contract, Developer will provide a copy of the Construction Contract to the Polk County Roads and Drainage Department.

2.1.4. Level 2 Construction Plans. The FDC Grove Road Improvements Plans and Specifications have received Level 2 approval, project number: LDNON-2022-209. Developer shall not commence constructing the Holly Hill Grove Road 2 Improvements until the Plans and Specifications have received Level 2 approval. For the purpose of this Agreement, references to Plans and Specifications are meant to include both the approved FDC Grove Road and to be approved Holly Hill Grove Road 2 Plans and Specifications.

2.1.5. Commencement Notice. Prior to the commencement of construction, the Developer shall schedule, notice, and attend a pre-construction conference with Developer’s engineer, Developer’s contractor, Land Development Division, and all involved utility companies. Developer agrees to provide notice of the meeting at least seven (7) days in advance of such meeting so as to allow the relevant parties and entities to attend.

2.1.6. Inspections and Monitoring. The County may periodically inspect and monitor the work site during construction of the Road 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 of Developer’s receipt of such notice. If Developer fails to correct the deficiency 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; in addition, the County reserves the right to withhold reimbursement and/or transportation impact fee credits.

2.1.7. Completion Date; Approval; Conveyance of Road Improvements. The Road Improvements shall be completed within three years of the effective date of this Agreement. Upon completion of the Road Improvements, the Developer shall submit to the County a final invoice (“**Final Invoice**”), an engineer’s certificate of completion that confirms the Road Improvements have been properly constructed in accordance with County standards and the Plans and Specifications, and all construction and financial information necessary to ensure that contractors and subcontractors have been paid in full (collectively, the “**Final Documentation**”). The Final Documentation shall include, without limitation, “as-built” drawings, detailed construction costs and invoices, receipts, copies of payments to the contractor, release of liens, and any required certification to permitting agencies. Upon receipt of all Final Documentation, the County shall have

thirty (30) days to review the Final Invoice and Final Documentation, request additional documentation that the County deems necessary, and conduct inspections of the Road Improvements (“**Final Review Period**”). Within thirty (30) days after the County completes its Final Review Period, the County shall pay the Final Invoice and issue a letter to the Developer indicating that the Road Improvements comply with the approved Plans and Specifications (the “**Approval Letter**”). Developer shall, at its sole cost and expense, convey all interests that it may have in the Road Improvements to the County, free and clear of all liens and encumbrances, within ten (10) business days after the issuance of the Approval Letter.

2.1.8. Status Reports for Road Improvements. The Developer shall provide the County with a monthly contractor’s construction management status report during the term of this Agreement.

2.1.9. Development Permits. Developer shall be required to secure all applicable local development permits for any proposed construction on its Property. Developer will also obtain all required county, region, state, or federal approvals, prior to the development of its Property.

2.1.10. Proportionate Share for FDOT Deficient Intersections. The Developer shall be responsible for its proportionate share for the FDOT Deficient Intersections. Within sixty (60) days of the Effective Date of this Agreement, the Developer shall provide the County with its proportionate share payment for the FDOT’s Deficient Intersections, as described in Exhibit “C-1,” which totals seven hundred ninety thousand nine hundred and ninety five dollars (\$790,995) (the “**FDOT PS Payment**”). The FDOT PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. The Developer and County further acknowledge and agree that the FDOT PS Payment as set forth above shall be the final and binding calculation of the amount the Developer is required to pay through the buildout of the currently approved Project as proportionate share mitigation for impacts of the Project upon roadways within the FDOT’s jurisdiction; provided, however, that if Developer subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2.4.1 below. Developer and County further acknowledge and agree that the calculation of, and agreement regarding, the amount of the FDOT PS Payment constitute material inducements for the Parties to enter into this Agreement. Pursuant to section 2.3, the County shall reimburse Developer for a portion of the FDOT PS Payment with transportation impact fee credits.

2.1.11. No refund. Proportionate Share contributions are non-refundable.

2.2. Polk County’s Obligations to Developer. The following activities are to be completed by Polk County in the time frames indicated for each respective activity.

2.2.1. Reimbursement to Developer for FDC Grove Road Improvements. The County shall provide a cash reimbursement to the Developer for the cost of the

Infrastructure Improvements minus the amount of the County PS Payment for a total reimbursement amount not to exceed one million six hundred and seventy five thousand five hundred and fifty-seven dollars and 5 cents (\$1,675,557.05). The County shall provide a cash reimbursement to the Developer for the cost of the Additional Improvements for an amount not to exceed four million one hundred and twenty-four thousand nine hundred and seventy five dollars and thirty one cents (\$4,124,975.31). After construction of the FDC Grove Road Improvements has commenced, the Developer may begin invoicing the County on a monthly basis and shall include backup documentation justifying the request for the payment of the invoice, including, without limitation, detailed construction costs, description of the work completed, release of liens, and an affidavit from the general contractor that subcontractors, suppliers or other providers of goods or services for the FDC Grove Road Improvements reflected in the invoice have been paid in full (the “**Documentation**”). The invoice shall separate the costs associated with the Infrastructure Improvements from the costs associated with the Additional Improvements. Upon receipt of the invoice and Documentation, the County shall have thirty (30) days to review the invoice and Documentation, request additional documentation to substantiate the invoice that the County deems necessary, and conduct inspections (the “**Review Period**”). Within thirty (30) days after the County concludes its Review Period, the County shall reimburse the Developer the amount set forth in the invoice.

2.2.2. Vesting of Trips/Concurrency. Within twenty-one (21) days following its receipt of the FDOT PS Payment (described in Section 2.1.10.) and the LOC (described in Section 3.1.5), the County shall issue a letter of concurrency sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Transportation Facilities. In the event Developer has not paid the FDOT PS Payment and LOC within sixty (60) days of the Effective Date, this Agreement shall become null and void. Additionally, nothing herein shall be construed to exempt Developer from meeting the requirements of all other applicable laws, ordinances, rules, or regulations for the construction of the Project, or from making the required payment of transportation impact fees applicable to the Project.

2.3 Transportation Impact Fee Credits. Upon completion of the Infrastructure Improvements and the Holly Hill Grove Road 2 Improvements pursuant to Sections 163.3180 and 163.31801, Florida Statutes, the Developer shall be entitled to receive transportation impact fee credits up to but not exceeding the total amount of the County PS Payment of two million nine hundred and fourteen thousand, eight hundred and eighty-six dollars (\$2,914,886), and Holly Hill Grove Road 2 Improvement of four hundred and twenty two thousand one hundred and thirty six dollars (\$422,136). Upon the County’s receipt of the FDOT PS Payment, the Developer shall be entitled to receive transportation impact fee credits up to but not exceeding three hundred and thirty-one thousand and thirty-six dollars (\$331,036). Credits for the County PS Payment and FDOT PS Payment shall be reduced by six hundred forty nine, one hundred and eighty four 40/100 dollars (\$649,184.40) for the percentage share that the Project’s traffic represents of the added capacity to FDC Grove Road and Holly Hill Grove Road for total impact fee credits of three million and eighteen, eight hundred and seventy three

dollars (\$3,018,873). 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**”) and Section 163.31801, F.S., Transportation Impact Fees shall be credited to the Developer for the County PS Payment in accordance with and subject to the following requirements:

2.3.1 Transportation Impact Fee credits granted pursuant to this Agreement are assignable and transferrable in accordance with Section 163.31801(8), Florida Statutes. Successors and assigns shall follow the submittal process in Section 2.3.2.

2.3.2 The value of each impact fee credit(s) shall be the value of the impact fee at the time each future development project is submitted to Polk County for transportation impact fee credit. The submittal for impact fee credits shall occur anytime between site/construction plan (Level 2 Review) approval and the time impact fees are due to the County or applicable local government. The submittal shall be in writing to the Office of Planning Development and the credits shall be issued in the form of a voucher(s) for the total number of requested lots/units in the submittal. Said submittal shall include an approved site/construction plan(s) or recorded plat as granted by the County and the local government that has jurisdiction. Once voucher(s) are issued by the County, the amount shall be deducted from impact fee credits awarded by this Agreement.

2.3.3 The Developer, and its successors and assigns, shall have ten (10) years from the date of issuance in which to use any Transportation Impact Fee Credits issued hereunder. Any impact fee credits issued hereunder shall be governed by the Ordinance.

2.4. Miscellaneous.

2.4.1. Increase in Project Trips. Any change to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segments or other segments within the transportation impact area, as defined by County. Developer understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Developer is precluded from asserting any such vesting. In addition, Developer understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional agreement, along with any other required documentation, for the number of increased trips.

2.4.2. Insufficiency of Agreement. In the event that this Agreement fails to address a particular permit, condition, term, or restriction, Developer shall not be relieved of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

2.4.3. Compliance with Applicable Standards. Any public facility, including water, wastewater or transportation facility, designed and constructed by Developer shall be in compliance with all applicable Polk County requirements, and applicable region, state and federal standards and requirements.

2.4.4. Consistency with Florida Statutes. This Agreement meets the requirements of applicable Florida Statutes.

ARTICLE III INDEMNIFICATION, INSURANCE, WARRANTY, AND RELEASE

As to the construction of the Road Improvements by Developer, the Parties hereby consent and agree as follows:

3.1 Insurance.

3.1.1 Developer shall require its engineer (and other design professionals) who participate in the design, installation, and construction of the Road Improvements to acquire and 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 Paragraph 3.1.2, below.

3.1.2 Developer shall require its engineer (and other design professionals), general contractor, contractors and subcontractors who participate in the design and construction of the Road Improvements to acquire and maintain the following types of insurance with at least the following minimum limits of liability:

Commercial General Liability:	\$2,000,000.00 per occurrence
Comprehensive Automobile Liability	\$1,000,000.00 per occurrence
Workers Compensation	Statutory Limits
Employers Liability	\$1,000,000.00

3.1.3 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 Polk County.

3.1.4 Developer shall provide Polk County with original Certificates of Insurance satisfactory to Polk County to evidence such coverage promptly following the execution of this Agreement and before any work commences on the Road Improvements. Polk 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 3.3.

- 3.1.5 Letter of Credit.** Within sixty (60) days of the Effective Date, Developer shall provide an irrevocable standby Letter of Credit (“LOC”) payable to Polk County in the amount of one hundred ten percent (110%) of the developer’s proportionate share payment cost of four million, five hundred and ninety thousand four hundred and forty-three dollars to construct the Road Improvements, as stated in **Exhibit “C.”** The LOC shall be issued by a financial institution qualified to do business in the State of Florida with a branch office in Polk County 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 Road Improvements have been accepted for ownership and maintenance by Polk County. Polk County shall release the LOC upon Developer satisfactorily completing the Road Improvements and providing all record drawings to Polk County. In the event Developer fails to complete the Road Improvements, Polk County shall have the right but not the obligation to draw on the LOC.
- 3.2 Warranty Period.** Developer shall provide a warranty surety in the form of either a maintenance bond or letter of credit, acceptable to Polk County, in the amount of 10% of the cost to construct the Road Improvements, to warrant the Road Improvements and any appurtenances thereto constructed by Developer from any and all defects for a period of one (1) calendar year from the date in which Polk County accepts the Road Improvements for ownership and maintenance.
- 3.3 Release.** For and in consideration of the mutual agreements set forth herein, Developer agrees the terms and conditions of this Agreement are reasonable under the totality of the circumstances, and the Developer for itself, and on behalf of its successors, assigns or trustees, and anyone claiming by, through, or under any of them, does hereby fully waive, release and forever discharge Polk County from and against any claims for inverse condemnation, regulatory takings, U.S.C. Section 1983, or claims under Chapter 70, Florida Statutes, arising out of or resulting from the terms and conditions hereof. Developer acknowledges and agree that its agreement to this release is a material inducement to Polk County to enter into this Agreement. The Parties agree that this release is to the specific causes of action listed and not be deemed a release of any non-listed causes of action to which Developer may be entitled.
- 3.4 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.
- 3.5 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 for 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 of the COUNTY.

ARTICLE IV MISCELLANEOUS PROVISIONS

- 4.1 Notices.** Any notice delivered with respect to this Agreement shall be in writing and deemed delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

Polk County:

Chairman
Polk County Board of County Commissioners
330 West Church Street
Bartow, Florida 33830

with a copy to:

County Attorney
Polk County Board of County Commissioners
330 West Church Street
Bartow, Florida 33830

Polk County Office of Planning and Development
330 West Church Street
Bartow, Florida 33830

Developer:

GLK Real Estate, LLC
Attn: Rennie Heath
346 East Central Ave.
Winter Haven, Florida 33880

- 4.2 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.

- 4.3 Amendment or Cancellation.** No amendment, modification, or other change(s) to this Agreement shall be binding upon the Parties unless in writing and formally executed by all of the Parties.
- 4.4 Recordation.** Within 14 days after both parties have executed this Agreement, Polk County shall record the Agreement in the public records of Rk County, Florida. Polk County shall pay the costs of recording this Agreement as well as any amendment, cancellation, modification, extension, or revocation thereto.
- 4.5 Applicable Law, Enforcement, Jurisdiction and Venue.** This Agreement shall be subject to the following provisions:
- 4.5.1** This Agreement and the rights and obligations of the County and Developer hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the Laws of Polk County pursuant to the Land Development Code, Polk County Comprehensive Plan, and any amendments thereto in effect on the Effective Date of this Agreement.
 - 4.5.2** Venue for any litigation pertaining to the subject matter hereof shall be exclusively in the state courts in and for Polk County, Florida, or Federal Court in the Middle District of Florida, located in Tampa, Florida.
 - 4.5.3** 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.
 - 4.5.4** 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.
 - 4.5.5** 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, the County, or their 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.
- 4.6 Successors and Assignment.** This Agreement shall be binding upon and the benefits and obligations of this Agreement shall inure to all heirs, legal representatives, successors and assigns of the Parties to this Agreement. In the event the Developer assigns this Agreement and its rights, obligations and responsibilities hereunder to a third party, the Developer shall provide written notice to the County.
- 4.7 Entire Agreement.** This Agreement contains the entire understanding between the Parties, and the Parties agree that no representation was made by or on behalf of any Party that is not contained in this Agreement, and that in entering into this Agreement neither relied

upon, or was entitled to rely upon, any representation not herein specifically set forth.

- 4.8 Effective Date.** This Agreement shall become effective upon the County's execution of the Agreement (the "**Effective Date**").
- 4.9 Default and Opportunity to Cure.** With exception of the timing of the FDOT PS Payment as set forth in Section 2.1.10, 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. This section 4.9 does not apply to the Developer's default for failure to timely pay the FDOT PS Payment and timely provide the LOC pursuant to sections 2.1.10 and 3.1.5, respectively; Developer's failure to perform said obligations is addressed in section 2.2.2.
- 4.10 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.
- 4.11 Exhibits.** All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by this reference.
- 4.12 Release.** For and in consideration of the mutual agreements set forth herein, Developer agrees the terms and conditions of this Agreement are reasonable under the totality of the circumstances, and Developer for itself, and on behalf of its successors, assigns or trustees, and anyone claiming by, through, or under any of it, does hereby fully waive, release and forever discharge Polk County from and against any claims for inverse condemnation, regulatory takings, U.S.C. Section 1983, or claims under Chapter 70, Florida Statutes, arising out of or resulting from the terms and conditions this Agreement. Developer acknowledges and agrees that its agreement to this release is a material inducement to the County to enter into this Agreement. The Parties agree that this release is to the specific causes of action listed and not be deemed a release of any non-listed causes of action to which Developer may be entitled.
- 4.13 Self-Help Provision.** In the event Developer proceeds with the Road Improvements according to the terms set forth herein and the County desires to expedite the overall construction of the Road Improvements, the County shall be permitted, upon delivery of written notice to Developer, to assume Developer's responsibilities related to the construction of the Road 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 Road 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.

4.14 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 Polk 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:
 - a. Keep and maintain public records required by the County to perform the services required under this Agreement.
 - b. 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.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Developer does not transfer the records to the County.
 - d. 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 contract, 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 contract, 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**

4.15. 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 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 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.

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IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

BOARD OF COUNTY COMMISSIONERS
OF POLK COUNTY

(SEAL)

ATTEST:

Stacy M. Butterfield, Clerk

By:

W.C. Braswell, Chair

H.1

Date signed by Chairman:

11/21/23



Signature Blocks Continues on Next Page

Witness: Kristin Cassidy

Printed Name: Kristin Cassidy

Address: 346 E Central Ave
Winter Haven FL 33880

Witness: Lindsey Roden

Printed Name: Lindsey Roden

Address: 346 E Central Ave
Winter Haven FL 33880

GLK REAL ESTATE LLC

By: [Signature]

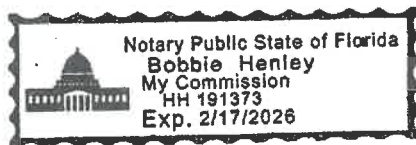
Printed Name: Lauren Schunk

Title: Mgr

Date: 11/6/23

State of Florida
County of Polk

The foregoing instrument is hereby acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of November, 2023, by Lauren Schunk, as Manager of GLK Real Estate LLC, on behalf of the company. He/She is ☒ personally known to me or ☐ has produced _____ as identification.



Bobbie Henley
Notary Public

My Commission Expires: 02/17/2026

List of Exhibits

Exhibit A	Legal Description
Exhibit B	Cascades Site Plan
Exhibit B-1	Wynnstone Site Plan
Exhibit B-2	Brentwood Site Plan
Exhibit C	County Proportionate Share Amount and Infrastructure Improvements Cost Estimate
Exhibit C-1	FDOT Proportionate Share Amount
Exhibit D-1	Infrastructure Improvement Plans and Specifications
Exhibit D-2	Additional Improvements Cost Estimate
Exhibit D-3	Holly Hill Grove Road 2 Improvement Cost Estimate

Exhibit “A”
Property Legal Description

EXHIBIT 2 LEGAL DESCRIPTION

The Supplemental Engineer's Report addresses the amendment to the CDD which removes 12.62 acres from the conceptual site plan. The legal description for this report includes a legal description of 613.42 acres, more or less, provided by Absolute Engineering, Inc. on January 22, 2021 (see sheet 5 of Exhibit 2), minus 12.623 acres, more or less, prepared by GeoPoint Surveying, Inc. for Absolute Engineering on August 24, 2021 as contained within this exhibit.

LEGAL DESCRIPTIONS:

THORNHILL PARCELS

PARCEL 1

DESCRIPTION: A PORTION OF TRACTS 11, 12, 13, 14, 15, & 16 AND ALL OF TRACTS 3, 4 & 5, OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 5; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 5, S.00°18'53"E., A DISTANCE OF 648.05 FEET TO THE NORTH BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID NORTH BOUNDARY, N.88°58'16"E., A DISTANCE OF 330.50 FEET TO THE EAST BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID EAST BOUNDARY, S.00°17'48"E., A DISTANCE OF 634.97 FEET TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILLY GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES: 1) S.87°53'35"W., A DISTANCE OF 53.92 FEET; 2) S.89°00'18"W., A DISTANCE OF 481.38 FEET; 3) S.89°49'34"W., A DISTANCE OF 265.87 FEET; 4) S.88°05'52"W., A DISTANCE OF 320.84 FEET; 5) N.89°37'21"W., A DISTANCE OF 210.35 FEET; 6) S.87°28'16"W., A DISTANCE OF 143.50 FEET; 7) S.89°25'55"W., A DISTANCE OF 472.21 FEET; 8) N.22°16'58"W., A DISTANCE OF 31.89 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: 1) N.01°14'03"W., A DISTANCE OF 140.55 FEET; 2) N.00°55'37"W., A DISTANCE OF 104.29 FEET; 3) N.00°08'51"W., A DISTANCE OF 326.27 FEET 4) N.00°11'29"W., A DISTANCE OF 30.58 FEET TO THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY OF CAMBRIA, AS RECORDED IN PLAT BOOK 159, PAGES 26 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH AND EAST BOUNDARIES, RESPECTIVELY, OF SAID CAMBRIA, THE FOLLOWING TWO (2) COURSES: 1) N.88°58'16"E., A DISTANCE OF 640.37 FEET; 2) N.00°21'17"W., A DISTANCE OF 648.36 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AN UNNAMED ROAD, (ALSO KNOWN AS MINUTE MAID RAMP ROAD 1); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°59'20"E., A DISTANCE OF 991.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.322 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 2

DESCRIPTION: A PORTION OF TRACTS 17, 28, 29, & 30 AND ALL OF TRACTS 18, 19, 20, 21, & 22, OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH EAST CORNER OF SAID TRACT 28, RUN THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°18'30"E., A DISTANCE OF 636.29 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILL GROVE ROAD 2, PER MAP BOOK 22, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) S.88°40'49"W., A DISTANCE OF 13.76 FEET; 2) S.87°34'32"W., A DISTANCE OF 110.73 FEET; 3) S.87°59'33"W., A DISTANCE OF 207.44 FEET; 4) N.87°51'09"W., A DISTANCE OF 118.81 FEET; 5) S.88°50'51"W., A DISTANCE OF 326.26 FEET; 6) S.89°40'20"W., A DISTANCE OF 202.13 FEET; 7) S.88°29'07"W., A DISTANCE OF 12.51 FEET TO THE SOUTHEAST CORNER OF COUNTRY WALK ESTATES, AS RECORDED IN PLAT BOOK 155, PAGES 37 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST AND NORTH BOUNDARIES, RESPECTIVELY, OF SAID COUNTRY WALK ESTATES THE FOLLOWING TWO (2) COURSES: 1) N.00°21'09"W., A DISTANCE OF 631.43 FEET; 2) S.88°48'08"W., A DISTANCE OF 644.25 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) N.00°04'22"E., A DISTANCE OF 436.25 FEET; 2) N.00°21'14"E., A DISTANCE OF 212.17 FEET TO A POINT ON SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILLY GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°51'21"E., A DISTANCE OF 1960.98 FEET TO A POINT ON THE EAST BOUNDARY OF AFORESAID TRACT 22; THENCE ALONG SAID EAST BOUNDARY S.00°18'53"E., A DISTANCE OF 646.48 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 22; THENCE ALONG SAID SOUTH BOUNDARY, S.88°48'08"W., A DISTANCE OF 330.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.688 ACRES, MORE OR LESS.



**ABSOLUTE
ENGINEERING, INC.**

(813) 221-1516 TEL
(813) 344-0100 FAX

1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28359

EXHIBIT 2 LEGAL DESCRIPTIONS WESTSIDE HAINES CITY CDD

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	1

LEGAL DESCRIPTIONS:

CASCADES PARCELS

PARCEL A

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 31, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW $\frac{1}{4}$ OF SAID SECTION 31 AND PROCEED S 89° 18'58" W, ALONG THE SOUTH LINE OF THE NW $\frac{1}{4}$ OF SAID SECTION 31, A DISTANCE OF 1323.58 FEET TO A FOUND CONCRETE MONUMENT 4' X 4' (NO ID) MARKING THE SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 31; THENCE N 00°43'21" W, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 ALSO BEING ON THE NORTH PLATTED RIGHT OF WAY LINE OF MASSEE ROAD AND THE POINT OF BEGINNING; THENCE S 89°16'39" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1170.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 31; THENCE N 00°21'45" W, ALONG THE WEST BOUNDARY OF SAID TRACT 31, A DISTANCE OF 635.42 FEET TO THE NORTHWEST CORNER OF SAID TRACT 31 ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT 17; THENCE S 89°15'20" W, ALONG THE SOUTH BOUNDARY OF SAID TRACT 17, A DISTANCE OF 374.88 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 17; THENCE N 00°19'09" W, ALONG THE WEST BOUNDARY OF SAID TRACT 17, A DISTANCE OF 620.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT 17 AND A POINT ON THE SOUTH PLATTED RIGHT OF WAY LINE OF A 30.00 FOOT UNAMED ROAD; THENCE N 89°02'49" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1548.04 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°14'28" E, ALONG THE EAST BOUNDARY OF SAID TRACT 20 AND 29, A DISTANCE OF 1261.78 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 1,708,918 SQUARE FEET, OR 39.23 ACRES, MORE OR LESS.

PARCEL B

A PORTION OF TRACTS 17 AND 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW $\frac{1}{4}$ OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 31, A DISTANCE OF 15.00 FEET; THENCE N 89°19'17" E, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED ROAD AND THE POINT OF BEGINNING; THENCE N 00°16'11" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1255.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARK PLACE BOULEVARD AS PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 19, PAGE 66; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES; (1) N 88°37'04" E, A DISTANCE OF 95.17 FEET; (2) N 81°41'25" E, A DISTANCE OF 121.29 FEET; (3) N 87°59'06" E, A DISTANCE OF 100.77 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S 00°16'03" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1243.27 FEET TO A POINT OF THE NORTHERLY RIGHT OF WAY LINE OF POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 14, PAGE 45 THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES; (1) S 53°51'52" W, A DISTANCE OF 18.13 FEET; (2) S 53°02'11" W, A DISTANCE OF 27.27 FEET; (3) S 85°08'06" W, A DISTANCE OF 18.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED RIGHT OF WAY; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, S 89°19'17" W, A DISTANCE OF 265.83 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 399,109 SQUARE FEET, OR 9.16 ACRES, MORE OR LESS.



**ABSOLUTE
ENGINEERING, INC.**

(813) 221-1516 TEL 1000 N. ASHLEY DRIVE, SUITE 925
(813) 344-0100 FAX C.A. NO. 28358 TAMPA, FLORIDA 33602

EXHIBIT 2 LEGAL DESCRIPTIONS WESTSIDE HAINES CITY CDD

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	2

LEGAL DESCRIPTIONS:

PARCEL C

A PORTION OF TRACTS 1 THROUGH 16, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW $\frac{1}{4}$ OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 31, A DISTANCE OF 1308.22 FEET; THENCE S 89°15'46" W, A DISTANCE OF 32.12 FEET TO A POINT OF INTERSECTION OF NORTH 30.00 FOOT PLATTED RIGHT OF WAY AND THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 89°15'46" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1291.75 FEET; THENCE S 89°02'19" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1547.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE N 00°19'20" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 1 AND 16, A DISTANCE OF 1285.53 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1 SAID NORTHWEST CORNER LYING 15.00 FEET SOUTH AND 15.00 FEET EAST OF THE NORTHWEST CORNER OF THE NW $\frac{1}{4}$ OF SAID SECTION 31 ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE N 88°48'00" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 1 THROUGH 4, A DISTANCE OF 1548.12 FEET; THENCE N 88°50'05" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 5 THROUGH 8, A DISTANCE OF 1309.25 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY MAINTAINED RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THIRTEEN (13) COURSES (1) S 00°16'04" E, A DISTANCE OF 52.50 FEET; (2) S 01°12'54" W, A DISTANCE OF 101.55 FEET; (3) S 00°02'35" E, A DISTANCE OF 168.91 FEET; (4) S 07°21'12" E, A DISTANCE OF 26.80 FEET; (5) S 01°16'36" W, A DISTANCE OF 197.08 FEET; (6) S 00°36'22" E, A DISTANCE OF 84.70 FEET; (7) S 00°13'16" W, A DISTANCE OF 102.33 FEET; (8) S 01°26'47" W, A DISTANCE OF 102.68 FEET; (9) S 00°21'34" W, A DISTANCE OF 104.81 FEET; (10) S 00°58'11" W, A DISTANCE OF 101.55 FEET; (11) S 00°24'40" E, A DISTANCE OF 105.34 FEET; (12) S 01°49'51" W, A DISTANCE OF 135.10 FEET; (13) S 00°30'33" W, A DISTANCE OF 19.05 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,683,359 SQUARE FEET, OR 84.56 ACRES, MORE OR LESS.

PARCEL D

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SW $\frac{1}{4}$ OF SAID SECTION 30 AND PROCEED N 88°48'00" E, ALONG THE SOUTH BOUNDARY OF THE SW $\frac{1}{4}$ OF SAID SECTION 30, A DISTANCE OF 15.00 FEET; THENCE N 00°12'41" W, 15.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 32 AND THE POINT OF BEGINNING; THENCE N 00°06'26" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1294.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD AND THE NORTHWEST CORNER OF SAID TRACT 17; THENCE N 88°51'21" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 17 THROUGH 20, A DISTANCE OF 1547.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°08'32" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 20 AND 29, A DISTANCE OF 1292.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE; THENCE S 88°48'00" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 29 THROUGH 32, A DISTANCE OF 1548.12 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 2,001,318 SQUARE FEET, OR 45.94 ACRES, MORE OR LESS.



**ABSOLUTE
ENGINEERING, INC.**

(813) 221-1516 TEL
(813) 344-0100 FAX

C.A. NO. 28368

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TAMPA, FLORIDA 33602

EXHIBIT 2 LEGAL DESCRIPTIONS WESTSIDE HAINES CITY CDD

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	3

LEGAL DESCRIPTIONS:

PARCEL E

A PORTION OF TRACTS 19 THROUGH 30 IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY AND A PORTION OF TRACTS 5 THROUGH 13 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW $\frac{1}{4}$ OF SAID SECTION 30 AND PROCEED S 00°04'10" E, ALONG THE EAST BOUNDARY OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 30, A DISTANCE OF 42.32 FEET; THENCE S 88°41'01" W, A DISTANCE OF 16.04 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 88°41'01" W, A DISTANCE OF 390.47 FEET; THENCE S 00°10'11" E, A DISTANCE OF 1232.51 FEET; THENCE N 88°49'37" E, A DISTANCE OF 388.70 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°02'32" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE S 88°50'42" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 13 AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1411.55 FEET; THENCE N 33°21'44" E, A DISTANCE OF 183.55 FEET; THENCE N 33°19'35" E, A DISTANCE OF 600.67 FEET; THENCE N 05°35'09" E, A DISTANCE OF 501.02 FEET; THENCE N 41°26'25" W, A DISTANCE OF 195.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°16'32" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 79.88 FEET TO THE NORTHWEST CORNER OF SAID TRACT 8 AND THE SOUTHWEST CORNER OF VACATED 30.00 FOOT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3042, PAGE 1109 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N 00°06'50" W, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 27 AND THE NORTHWEST CORNER OF SAID VACATED 30.00 FOOT RIGHT OF WAY; THENCE S 88°49'34" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 28 THROUGH 30 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY, A DISTANCE OF 1112.83 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 30; THENCE N 00°05'19" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 19 AND 30, A DISTANCE OF 968.85 FEET; THENCE N 89°00'18" E, A DISTANCE OF 780.76 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT 20; THENCE N 00°06'28" W, ALONG THE EAST BOUNDARY OF SAID TRACT 20, A DISTANCE OF 322.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°58'52" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 21 THROUGH 24 AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1301.50 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 01°01'03" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 31.84 FEET; THENCE S 89°13'55" W, A DISTANCE OF 383.17 FEET; THENCE S 00°07'48" E, A DISTANCE OF 613.85 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 23; THENCE N 89°09'06" E, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 23 AND 24, A DISTANCE OF 392.58 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°01'28" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.85 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID VACATED 30.00 FOOT ROAD; THENCE S 00°05'26" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 59.98 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,147,981 SQUARE FEET, OR 72.27 ACRES, MORE OR LESS.

PARCEL F

A PORTION OF TRACTS 30 THROUGH 32 OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW $\frac{1}{4}$ OF SAID SECTION 30 AND PROCEED N 00°06'45" E, ALONG THE WEST BOUNDARY OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 30, A DISTANCE OF 18.24 FEET; THENCE N 89°43'18" E, A DISTANCE OF 24.13 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE N 00°26'25" W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.49 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 32; THENCE N 88°41'30" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 970.79 FEET TO THE NORTHEAST CORNER OF SAID TRACT 30; THENCE S 00°04'16" E, ALONG THE EAST BOUNDARY OF SAID TRACT 30, A DISTANCE OF 643.81 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 30; THENCE S 88°53'02" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 966.59 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 621,952 SQUARE FEET, OR 14.28 ACRES, MORE OR LESS.



(813) 221-1515 TEL
(813) 344-0100 FAX

1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602

EXHIBIT 2 LEGAL DESCRIPTIONS WESTSIDE HAINES CITY CDD

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	4

LEGAL DESCRIPTIONS:

WYNNSTONE PARCELS

A portion of land in the West 1/2 of Section 19 and the Northwest 1/4 of Section 30, Township 28 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of SUNSET RIDGE PHASE 2, according to the plat thereof, recorded in Plat Book 126, Pages 36 through 41, inclusive, of the Public Records of Polk County, Florida; thence along the Southerly boundary of said SUNSET RIDGE PHASE 2, the following three (3) courses: 1) N 89°10'03" E a distance of 1061.38 feet; 2) S 00°10'59" E a distance of 150.01 feet; 3) N 89°06'55" E a distance of 458.47 feet to the Northwest corner of PART 1 of NATURES PRESERVE PHASE 1, according to the plat thereof, recorded in Plat Book 162, Pages 47 through 49, inclusive, of the Public Records of Polk County, Florida; thence along said Westerly boundary and the Southerly extension thereof, S 00°20'04" E a distance of 675.94 feet; thence N 89°07'01" E a distance of 662.09 feet to the Northwest corner of PART 2, of said NATURES PRESERVE PHASE 1, thence along said Westerly boundary and the Southerly extension thereof, S 00°21'36" E a distance of 1292.86 feet; thence S 89°03'33" W a distance of 331.34 feet; thence S 00°20'54" E a distance of 1326.13 feet; thence S 89°06'36" W a distance of 331.55 feet; thence S 00°20'19" E a distance of 1325.84 feet; thence S 00°12'46" E a distance of 30.00 feet; thence S 00°05'13" E a distance of 645.14 feet; thence S 89°05'30" W a distance of 779.49 feet; thence N 00°06'38" E a distance of 676.07 feet; thence S 89°09'38" W a distance of 764.88 feet; thence N 00°03'41" W a distance of 2619.11 feet; thence N 00°04'02" W a distance of 30.01 feet; thence N 00°04'22" W a distance of 2122.10 feet to the POINT OF BEGINNING.

Altogether containing 613.43 acres M.O.L.

P:\301-0041.dwg (10/26/2021) 10:46:00 AM HAINES CITY CDD WESTSIDE CDD -EXHIBIT.dwg (DWG) Heather Wertz Feb 18, 2021 - 4:46pm



**ABSOLUTE
ENGINEERING, INC.**

(813) 221-1516 TEL 1000 N. ASHLEY DRIVE, SUITE 925
(813) 344-0100 FAX C.A. NO. 28358 TAMPA, FLORIDA 33602

EXHIBIT 2 LEGAL DESCRIPTIONS WESTSIDE HAINES CITY CDD

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	5

The amendment to the CDD removes the following area as described in the Legal Description provided by Absolute Engineering (prepared by GeoPoint Surveying)

DESCRIPTION: Tract 23 and a portion of Tracts 22 & 24, of the Southeast 1/4 of Section 19, Township 26 South, Range 27 East, as shown on the plat of FLORIDA DEVELOPMENT COMPANY, recorded in Plat Book 3, Pages 60 through 63, inclusive, of the Public Records of Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 19; thence along the East boundary of said Section 19, N 00°17'10" W, a distance of 660.13 feet; thence S 88°48'08" W, a distance of 75.73 feet to a point on the West right of way line of US Highway 27 as shown on the Florida Department of Transportation Map Section 16180-0000 also being on the South line of said Tract 24 for the **POINT OF BEGINNING**; thence S 88°48'08" W, a distance of 849.99 feet; thence N 00°18'53" W, a distance of 646.73 feet to a point on the Southerly maintained right-of-way line of HOLLY HILLY GROVE ROAD 3, per Map Book 17, Pages 93 through 99, inclusive, of the Public Records of Polk County, Florida; thence along said Southerly maintained right-of-way, N 88°51'21" E, a distance of 851.73 feet to a point on the West right-of-way line of U.S. Highway 27 F.D.O.T. Map Section 16180-000; thence along said West right-of-way line S 00°09'34" E, a distance of 645.96 feet to the **POINT OF BEGINNING**.

Containing 12.623 acres, more or less.

Exhibit “B”
Cascades Site Plan

Exhibit “B-1”
Wynnstone Site Plan

Exhibit “B-2”
Brentwood Site Plan

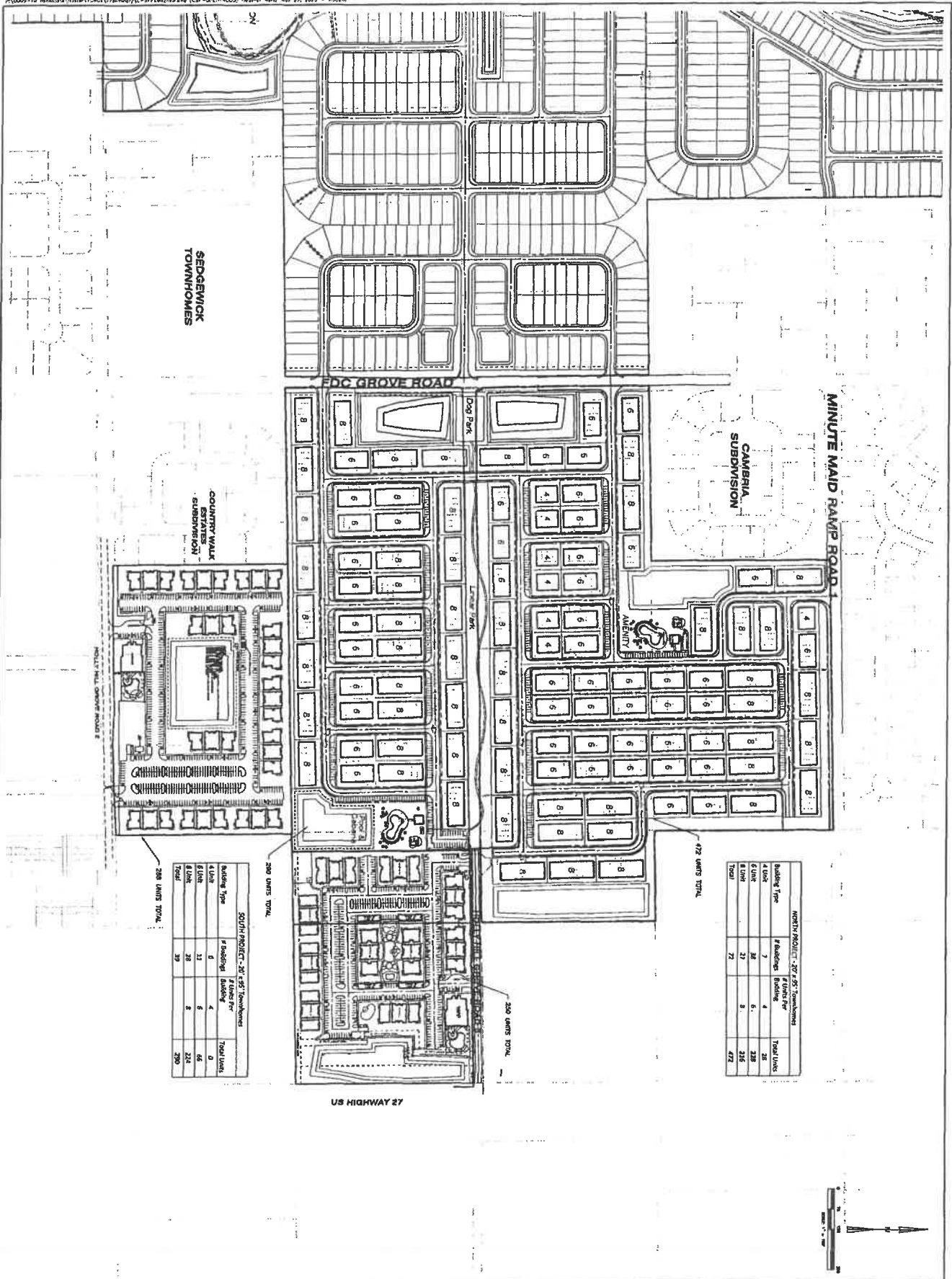


Exhibit “C”

**County Proportionate Share Amount and
Infrastructure Improvements Cost Estimate**

Exhibit C

DIRECT TRAFFIC RELATED EXPENSES		
	Description	Cost
FDC Grove & MM Ramp 2 (1st trigger - 707 total units)		
F2A	Signalization @ 1,766 units	500,000
	N. right turn @ 1,060 units - unable to fit in R/W	-
	S. left turn @ 707 units	576,294
	MDR Signal Engineering	35,000
	Engineering D/P & CA	66,600
	Survey	10,200
	Geotech/CMT	18,000
	Construction Management	180,000
	Subtotal	\$ 1,386,094
	Impact Fee Reimbursement Developer Proportionate Share (94.0%)	\$ 1,302,929
	Cash Reimbursement	\$ 83,166
FDC Grove & MM Ramp 1 (1st trigger - 471 Brentwood TH's)		
F3	W. left turn @ 2,199 units	311,575
E2&F1	S. left turn @ 471 Brentwood	531,792
	Engineering D/P & CA	22,200
	Survey	7,200
	Geotech/CMT	12,000
	Construction Management	105,000
	Subtotal	\$ 989,768
	Impact Fee Reimbursement Developer Proportionate Share (40.7%)	\$ 402,835
	Cash Reimbursement	\$ 586,932
FDC Grove & HH Grove Rd. 2 (1st trigger - 714 Brentwood & Wynnstone units)		
C2&D1A	Signalization @ 1,883 units	500,000
	S. left turn @ 714 Brent & Wynn	954,028
	MDR Signal Engineering	35,000
	Engineering D/P & CA	14,400
	Survey	5,400
	Geotech/CMT	12,000
	Construction Management	95,000
	Subtotal	\$ 1,615,828
	Impact Fee Reimbursement Developer Proportionate Share (51.3%)	\$ 828,920
	Cash Reimbursement	\$ 786,908
	Sub-Total Impact Fee Reimbursement Developer Proportionate Share	\$ 2,534,684
	Contingency (15%)	\$ 380,203
	Total Impact Fee Reimbursement Developer Proportionate Share	\$ 2,914,886
	Sub-Total Cash Reimbursement	\$ 1,457,006
	Contingency (15%)	\$ 218,551
	Total Cash Reimbursement	\$ 1,675,557

Note: The above costs are based on current pricing estimates.

Heather E. Wertz, PE
Registered FL PE 54691

Exhibit “C-1”
FDOT Proportionate Share Amount

Exhibit C-1

US 27 Improvements Proportionate Share		Cost	Remarks
Total		\$ 790,995.00	\$790,995 from Raysor Traffic Study dated 12/19/22 and Supplements dated 05/31/23 and 8/14/23 less \$459,959 signal

Not eligible for Impact Fee Credit Reimbursement \$ 459,959.00
 Eligible for Impact Fee Credit Reimbursement (see below breakdown) \$ 331,036.00

Exhibit “D-1”

Infrastructure Improvement Plans and Specifications

COMPONENTS OF CONTRACT PLANS SET

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2-3	GENERAL NOTES
4-9	TYPICAL SECTIONS
10-27	ROADWAY PLAN SHEET
28-35	ROADWAY CROSS SECTIONS
36-45	SIGNING AND PAVEMENT MARKING GENERAL NOTES
46-51	SIGNING AND PAVEMENT MARKING PLAN SHEET



This plan has been digitally signed and sealed by
Thomas D. Sullivan, P.E. on the date adjacent to this mark.
Provided copies of this document are not considered
valid unless they include the digital signature in either an electronic or
hard copy format.

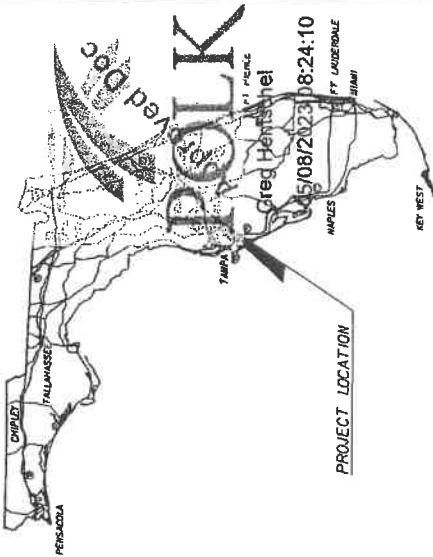
PRELIMINARY DEVELOPMENT PLAN
FDC GROVE ROAD
OFFSITE ROADWAY IMPROVEMENTS

POLK COUNTY, FL

Thomas D
Sullivan

2023.04.12

10:35:01 -04'00"



PLANS PREPARED FOR:
ABSOLUTE ENGINEERING, INC.
1000 N ASHLEY DR SUITE #825
TAMPA, FL 33602

PLANS PREPARED BY:

JB&B
ENGINEERING

23747 Hideout Trail
Land O Lakes, Florida 34639
Office: 813-545-1323

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

FDC GROVE ROAD
ROADWAY IMPROVEMENTS
SUBMITTAL #5
APRIL 12, 2023

ROADWAY PLANS
ENGINEER OF RECORD: THOMAS D. SULLIVAN

P.E. NO. 95358

SHEET
NO.

1



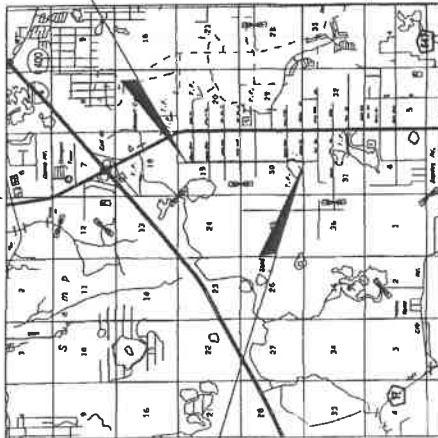
END PROJECT
STA. 145+20.00 @ CONST. FDC GROVE ROAD
N 1410578.87
E 769475.01

Land Development Division

Project: LDCM-2023-09 Date: 04/12/23

POLK
COUNTY

City: Hialeah, for the County Engineer



PROJECT LENGTH IS BASED ON 8 OF CONSTRUCTION

LENGTH OF PROJECT

	LINEAR FEET	MILES
ROADWAY	10097.68	1.912
BRIDGES	0.00	0.000
NET LENGTH OF PROJECT	10097.68	1.912
EXCEPTIONS	0.00	0.000
GROSS LENGTH OF PROJECT	10097.68	1.912

This plan has been digitally signed and sealed by
Thomas D. Sullivan, P.E. on the date adjacent to this mark.
Provided copies of this document are not considered
valid unless they include the digital signature in either an electronic or
hard copy format.

GOVERNING STANDARD PLANS:

FLORIDA DEPARTMENT OF TRANSPORTATION,
FY 2022-23 STANDARD PLANS FOR ROAD AND
BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRS)
STANDARD PLANS FOR ROAD CONSTRUCTION AND ASSOCIATED (IRS)
AVAILABLE AT THE FOLLOWING WEBSITE:
[HTTPS://WWW.FLOT.COM/DESIGN/STANDARDPLANS](https://www.flot.com/design/standardplans)

APPLICABLE IRS:

STANDARD PLANS FOR BRIDGE CONSTRUCTION ARE INCLUDED IN THE STRUCTURES PLANS COMPONENT

GOVERNING STANDARD SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION,
JULY 2022 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
AT THE FOLLOWING WEBSITE: [HTTPS://WWW.FLOT.COM/PROGRAMMANAGEMENT/IMPLEMENTED/SPECBOOKS](https://www.flot.com/programmanagement/implemented/specbooks)

4/12/2023

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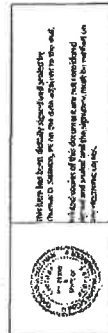
4/12/2023

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WATER AND SEWER CONSTRUCTION NOTES

1. Prior to construction, the Contractor shall obtain from the Engineer or Owner a copy of all permit permits related to this project. It is the Contractor's responsibility to ensure that all construction activities are in compliance with the conditions of all permits and approvals.
2. All construction materials and workmanship are to be in accordance with the Polk County Public Utilities Department specifications and the Polk County Land Development Code as well as any applicable plumbing codes and project specifications (if any). In the event of conflict the most restrictive will apply.
3. Grass and mulch, or solid sod, all areas in existing rights-of-way disturbed by construction.
4. In accordance with the Underground Facility Damage Prevention and Safety Act (Chapter 380, F.S.), the Contractor shall post the Sunshine State One Call of Florida (SSCOF) at 1-800-432-4770 forty eight (48) hours in advance of any excavation.
5. Contractor shall contact the engineer and/or the owner prior to any construction that may damage trees.
6. Contractor shall verify locations and depths of existing water and sewer lines prior to beginning construction.
7. Contractor shall be responsible for obtaining any and all road crossing and/or utility permits.
8. The field-surveyed or reported locations of all existing underground and above-ground utilities known to exist at the time of plan production have been depicted herein, however conflicts between existing and proposed utilities shall be brought to the attention of the Engineer of Record immediately.
9. Adjusting manhole lids to match grade and slope of the finished paving shall be included in the respective contract unit price for manholes, payment of which will constitute full compensation for the construction and completion of the manholes, and no additional payment will be allowed or made for adjusting manhole lids.
10. All Sanitary Sewer Manholes to be constructed in unpaved areas shall have water tight ring and cover.
11. The locations and elevation of all service lines are to be determined in the field by owner and/or contractor prior to construction of same.
12. All sanitary sewer gravity main pipe and fittings shall be PVC SDR-26, using green as the predominant color and shall comply with ASTM D 3034.
13. All sanitary sewer gravity main pipe with 5 feet of cover and less must have final compaction and priming complete before line relining is permitted.
14. All 6" sanitary sewer pipe shall be constructed at a 1.0% minimum slope.
15. All 4" sanitary sewer pipe shall be constructed at a 1.2% minimum slope.
16. Sanitary sewer service connections at manholes greater than 15' depth will require 40 lined ductile iron tees installed vertically, PVC tee/kype not allowed.
17. Maintain 36" minimum cover over all PVC water main pressure pipe.
18. All PVC water main pressure pipe shall conform to the requirements found in AWWA C-900, Class 150, DR-18 latest edition at the time of plan approval. All fittings and required appurtenances shall meet the requirements of the Polk County Water and Wastewater Manual, latest edition.
19. All water main pipe and fittings installed under this project shall be color coded or marked in accordance with subgraph 62-550.3202(16)(5), Florida Administrative Code, using Blue as the predominant color.
20. Sanitary sewers, force and reclaimed mains and storm sewers shall cross under water mains. Sanitary sewers, force and reclaimed mains and storm sewers crossing water mains shall be laid to provide a minimum vertical distance of 12 inches between the invert of the upper pipe and the crown of the lower pipe whenever possible.
21. When sanitary sewers, force and reclaimed mains and storm sewers must cross a water main with less than 12 inches vertical distance, the water main shall be constructed of ductile iron pipe (DIP) at the crossing. Sufficient lengths of DIP must be used to provide a minimum separation of 10 feet between any two joints. All joints on the water main within 20 feet of the crossing must be neck Tee and mechanically restrained. A minimum vertical clearance of 6 inches must be maintained at the crossing.

22. Where there is no alternative to sewer and reclaimed pipes crossing over a water main, the criteria for minimum separation of 12 inches between lines and 10 feet between joints shall be required.
23. All crossings shall be arranged so that the sewer and reclaimed pipes joints and the water main pipe joints are equidistant from the point of crossing (tops centered on the crossing).
24. Where a new pipe conflicts with an existing pipe, the new pipe shall be constructed of DIP and the crossing shall be arranged to meet the requirements above.
25. A minimum 6-foot horizontal separation shall be maintained between the sanitary sewer and water main in parallel installations whenever possible. A minimum 3-foot horizontal separation shall be maintained between reclaimed water mains and water mains in parallel installation whenever possible.
26. In cases where it is not possible to maintain a 6-foot horizontal separation between any type of parallel sewer and water main, the water main must be laid in a separate trench or an undisturbed earth shall be located on one side of the sewer, a force main at such an elevation that the bottom of the water main is at least 12 inches above the top of the sewer.
27. Where it is not possible to maintain a vertical distance of 12 inches or a horizontal distance of 6 feet in parallel installations, the water main shall be constructed of DIP and the sewer or the force main shall be constructed of 40 lined DIP (if available in the size proposed with a minimum vertical separation distance of 6 inches. The water main should always be above the sewer. Joints on the water main shall be located as far apart as possible from joints on the sewer or force main (staggered joints).
28. All DIP shall be class 50 or higher. Adequate protective measures against corrosion shall be used.
29. Water main shall be located in easement or 3' off right-of-way line unless otherwise noted.
30. Bends shall be installed in water main to avoid unforeseen conflicts in existing or proposed structures.
31. The joint deflection method shall be used where practicable in lieu of installing bands.
32. Fire hydrant, gate valve and blow-off valve assemblies shall consist of all pipe, valves, tees, fittings, and any and all other appurtenances comprising a complete working unit.
33. The location of new fire hydrants shall be identified with a blue reflective pavement marker installed on the roadway. The reflective marker shall be located perpendicular to the hydrant, in the center of the lane closest to the hydrant.
34. The Engineer of Record and/or Contractor shall be responsible for the flow testing and color coding of all newly installed fire hydrants in the existing water main prior to the final inspection of the project. The Engineer of Record and/or Contractor shall refer to NFPA Standard 291 for flow testing and color coding methods and procedures.
35. On both water and sewer taps and connections, and adjustment of existing Polk County utilities appurtenances, the contractor to provide labor and materials to make connections/adjustments with Polk County Utilities personnel present to observe construction. It is the Contractor's responsibility to notify and coordinate with Polk County Utilities Department and for restoration of facilities damaged by construction.
36. All valve box assemblies located within roadways or parking areas shall be protected from truck traffic by use of 6" thick reinforced concrete pads poured around valve boxes (see detail).
37. All subsurface construction shall comply with the "Trench Safety Act". The Contractor shall ensure that the method of trench protection and shoring is in compliance with the Occupational Safety and Health Administration (OSHA) regulations.
38. A minimum separation of 3 feet from edge to edge should be provided between water mains and reclaimed mains.



39. All pipe shall be installed with insulated 14 gauge solid copper transition w/ins in accordance with Figure 68-14-1 of the Polk County Utilities Department General Specifications, latest edition.
40. The Contractor or Engineer of Record shall consult the Polk County Utilities Department's Utility Inspection Section and the Department's Engineering Section for pre-construction meetings.
41. All water and sanitary sewer service locations are shown for illustrative purposes. As varies on purpose only. For actual service construction, the Contractor shall consult with the Department's Engineering Section and the Department's Utility Inspection Section for pre-construction meetings.
42. Maintain minimum 2 feet horizontal separation between water mains and sanitary sewer fittings at water main.
43. Valve locations in this plan set are shown for illustrative purposes. As varies on purpose only. For actual service construction, the Contractor shall consult with the Department's Engineering Section and the Department's Utility Inspection Section for pre-construction meetings.
44. The construction of all above ground utility appurtenances, including, but not limited to, right-of-way such as pedestals, utility pedestals, backflow prevention devices, etc. for new development or redevelopment activities shall conform to the screening requirements as outlined in the Polk County Land Development Code. Plant location must be considerate of required setbacks/separations from a fire flow protection appliance in accordance with the Uniform Fire Code.

POLK COUNTY NOTES

1. TRAFFIC SIGNS AND PAVEMENT MARKINGS SHALL BE INSTALLED PRIOR TO OPENING A NEW OR MODIFIED ROAD.
2. ALL CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF APPENDIX A OF THE POLK COUNTY LAND DEVELOPMENT CODE AND THE POLK COUNTY UTILITIES CODE, AS APPLICABLE.
3. CHANGES FROM PLANS OR SPECIFICATIONS SUBSTANTIALLY AFFECTING CONFORMANCE TO STANDARDS OR PERFORMANCE OF SYSTEMS MUST BE SUBMITTED IN A WRITTEN REQUEST BY THE ENGINEER OF RECORD AND RECEIVED IN WRITING BY THE COUNTY ENGINEER PRIOR TO THE COMMENCEMENT OF SUCH CHANGES, UNLESS OTHERWISE PROVIDED FOR IN THE POLK COUNTY LAND DEVELOPMENT CODE OR THE POLK COUNTY UTILITIES CODE. MAJOR MODIFICATIONS MAY REQUIRE AN ORIGINAL REVIEW COMMITTEE. IN SUCH CASES, THE APPLICANT SHALL SUBMIT APPROPRIATE APPLICATION AND FEES FOR A NEW REVIEW AT THE LEVEL OF THE ORIGINAL APPROVAL, OR LEVEL 2, WHICHEVER IS GREATER.
4. THE CONTRACTOR SHALL NOTIFY POLK COUNTY INSPECTIONS STAFF (853) 534-6449, AT LEAST FIVE (5) WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND PRIOR TO ANY ACTIVITY REQUIRING INSPECTION, INCLUDING SITE PAVING.
5. TO SCHEDULE THE REQUIRED PRE-CONSTRUCTION MEETING, THE ENGINEER OF RECORD SHALL CONTACT THE POLK COUNTY LAND DEVELOPMENT DIVISION, OFFICE OF THE COUNTY ENGINEER AT (853) 534-6446.
6. AT THE COMPLETION OF CONSTRUCTION, AND PRIOR TO BENEFICIAL USE OF ANY FACILITY OR SYSTEM, AS-BUILT RECORD DRAWINGS SHALL BE SUBMITTED AND APPROVED IN ACCORDANCE WITH POLK COUNTY UTILITIES CODE, CHAPTER 2, PART 3.01 AND THE POLK COUNTY LAND DEVELOPMENT CODE, APPENDIX A, SECTION 4006.C.
7. NOT FOR THE PROJECT WILL BE ACCORDANCE WITH THE CURRENT FOOT TRAFFIC CONTROL REQUIREMENTS THROUGH WORK ZONES, SECTION 62-600 SERIES, OF THE FOOT STANDARDS PLANS.
8. THE ASPHALT PAVEMENT WILL EXTEND 1/4 INCH ABOVE THE ROAD SIDE EDGE FOR ALL CURB AND GUTTER CONSTRUCTED ON PUBLIC OR PRIVATE ROADS.
9. POLK COUNTY IS NOT RESPONSIBLE FOR DESIGN AND/OR PLAN ERRORS. ALL CONSTRUCTION WITHIN POLK COUNTY R/W SHALL BE IN ACCORDANCE WITH POLK COUNTY AND FOOT STANDARDS AND SPECIFICATIONS. ALL CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF APPENDIX A OF THE POLK COUNTY LAND DEVELOPMENT CODE AND THE POLK COUNTY UTILITIES CODE, AS APPLICABLE.

		PROJECT NO. PROJECT NO.	
GENERAL NOTES		PROJECT NO. PROJECT NO.	
DATE DATE		DESIGN DESIGN	
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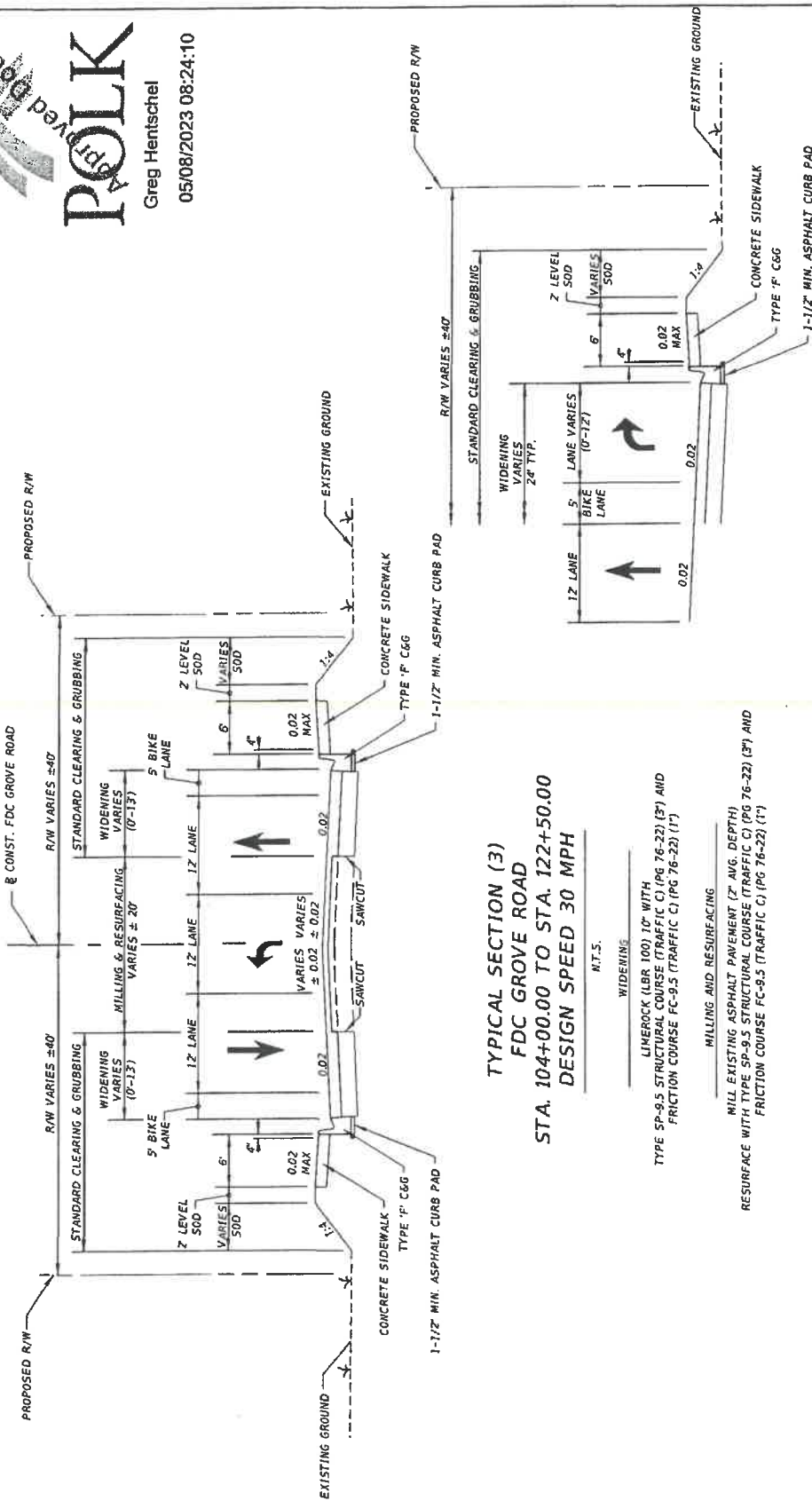


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Greg Hentschel

05/08/2023 08:24:10



TYPICAL SECTION (3)
FDC GROVE ROAD
STA. 104+00.00 TO STA. 122+50.00
DESIGN SPEED 30 MPH

N.T.S.

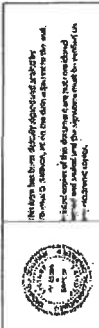
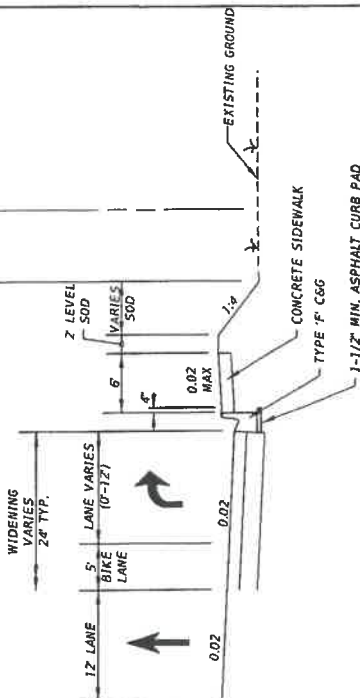
WIDENING

LINEROCK (LBR 100) 10" WITH
TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC C) (PG 76-22) (3") AND
FRICTION COURSE FC-9.5 (TRAFFIC C) (PG 76-22) (1")

MILLING AND RESURFACING

MILL EXISTING ASPHALT PAVEMENT (2" AVG. DEPTH)
RESURFACE WITH TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC C) (PG 76-22) (3") AND
FRICTION COURSE FC-9.5 (TRAFFIC C) (PG 76-22) (1")

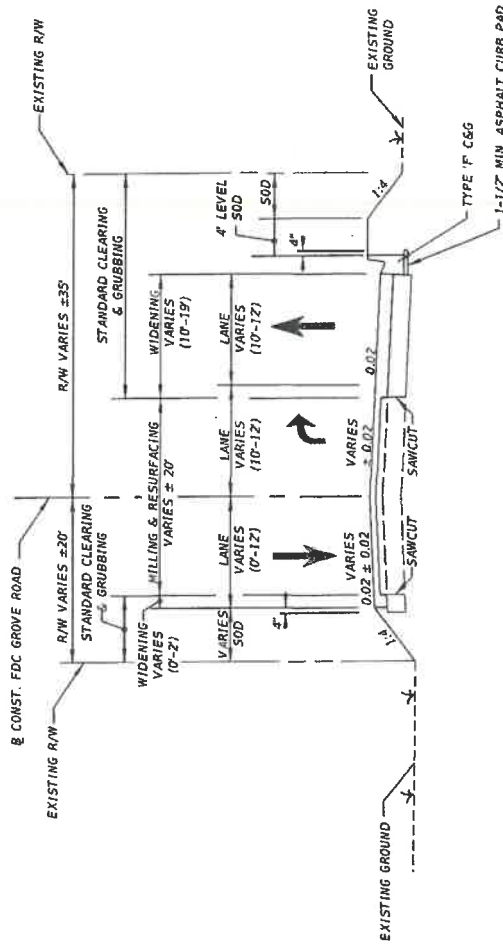
RIGHT TURN LANE DETAIL



DATE	DESCRIPTION	BY
05/08/2023	RIGHT TURN LANE DETAIL	GH
PROJECT NO. FDC GROVE ROAD IMPROVEMENTS		
PROJECT NO. FDC GROVE ROAD TYPICAL SECTION		
DESIGNER: ABSOLUTE ENGINEERING, INC.		
DESIGN: TOM SULLIVAN		
SHEET 8 OF 55 SHEETS		



Greg Hentschel
05/08/2023 08:24:10



TYPICAL SECTION (4)
FDC GROVE ROAD
STA. 122+50.00 TO STA. 132+30.00
DESIGN SPEED 30 MPH

MILLING AND RESURFACING FOR
PAVEMENT MARKING ONLY

MILL EXISTING ASPHALT PAVEMENT (1" AVG. DEPTH)
FRICTION COURSE FC-9.5 (TRAFFIC C) (PG 76-22) (1")

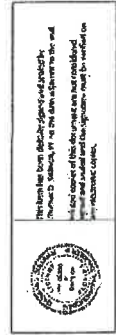
N.T.S.

WIDENING

LINEROCK (LBR 100) 10" WITH
TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC C) (PG 76-22) (3") AND
FRICTION COURSE FC-9.5 (TRAFFIC C) (PG 76-22) (1")

MILLING AND RESURFACING

MILL EXISTING ASPHALT PAVEMENT (2" AVG. DEPTH)
RESURFACE WITH TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC C) (PG 76-22) (3") AND
FRICTION COURSE FC-9.5 (TRAFFIC C) (PG 76-22) (1")

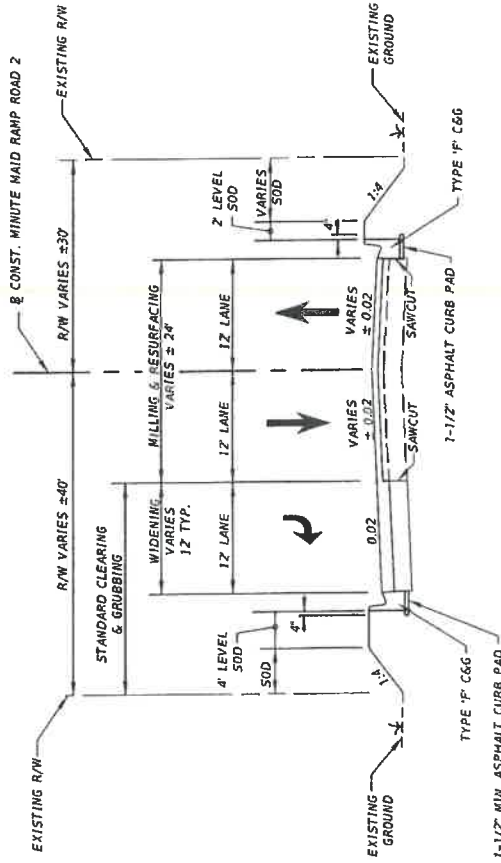


JB&B ENGINEERING, INC. 3301 West 1st Ave. Suite 100, Ft. Lauderdale, FL 33309 (954) 551-1000		PROJECT NO. FDC GROVE ROAD TYPICAL SECTION
DATE 05/08/23	DESIGN TOM SULLIVAN	SHEET 7 OF 55 SHEETS





Greg Hertschel
05/08/2023 08:24:10



TYPICAL SECTION (1)
MINUTE MAID RAMP ROAD 2
STA. 20+00.00 TO STA. 23+63.69
DESIGN SPEED 30 MPH

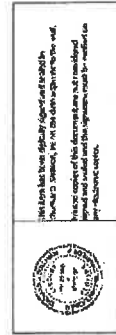
N.T.S.

WIDENING

LIMEROCK (LBR 100) 10" WITH
TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC C) (PG 76-22) (2") AND
FRICTION COURSE FC-9.5 (TRAFFIC C) (PG 76-22) (1")

MILLING AND RESURFACING

MILL EXISTING ASPHALT PAVEMENT (1" AVG. DEPTH)
RESURFACE WITH TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC C) (PG 76-22) (2") AND
FRICTION COURSE FC-9.5 (TRAFFIC C) (PG 76-22) (1")



JB&B ENGINEERING CONSULTANTS, LLC 2317 Main St. Lakeland, FL 33809 (813) 546-4333		PROJECT NO. 23-001	MINUTE MAID RAMP ROAD 2 IMPROVEMENTS TYPICAL SECTION
DATE: 4/12/2023	BY: [Signature]	DESIGN: TOM SULLIVAN	PROJECT NO. 23-001
REVISIONS	DESCRIPTION	DATE	PROJECT NO. 23-001
95-408	4/12/2023	95-408	95-408
SHEET 9 OF 55 SHEETS TYPICAL SECTION		PROJECT NO. 23-001	



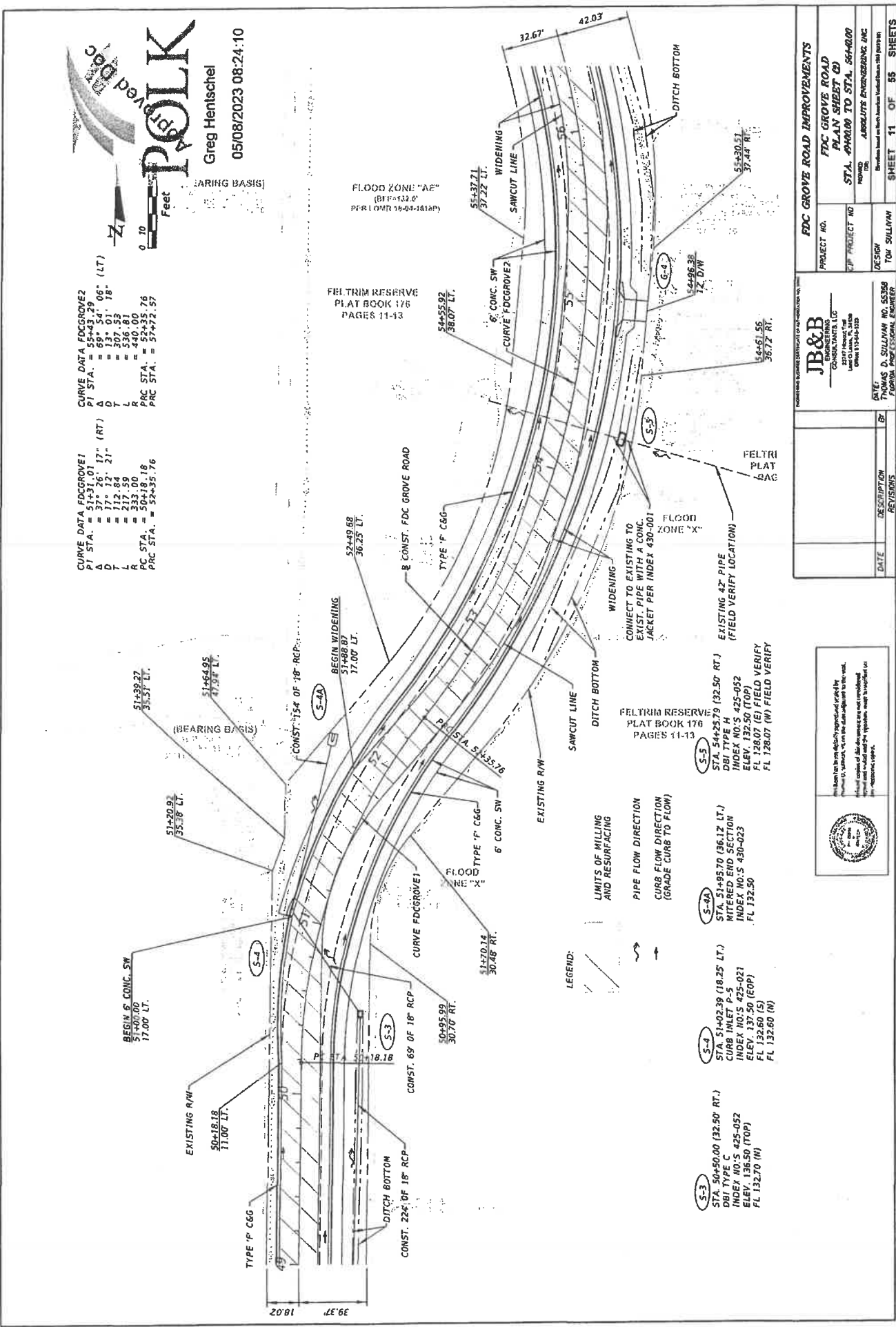
 Approved by
 Greg Hentschel
 05/08/2023 08:24:10
 (Bearing Basis)

CURVE DATA FDCGROVE1
 P.I. STA. = 51+31.01 (RT)
 Δ = 17° 15' 21"
 T = 112.84
 L = 217.59
 R.C. STA. = 50+18.18
 P.C. STA. = 52+35.16

CURVE DATA FDCGROVE2
 P.I. STA. = 55+43.29 (LT)
 Δ = 69° 54' 06"
 T = 307.53
 L = 536.81
 R.C. STA. = 54+00.00
 P.C. STA. = 57+42.57

FELTRIM RESERVE
 PLAT BOOK 176
 PAGES 11-13

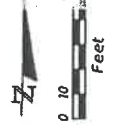
FLOOD ZONE "AE"
 (B.F. 132.0')
 PER LOMR 16-04-181AP





Greg Hentschel

05/08/2023 08:24:10



MILLING AND RESURFACING
SEE TYPICAL SECTION NOTE 6

MAP OF FLORIDA
DEVELOPMENT CO. TRACT
PLAT BOOK 3, PAGE 60

MAP OF FLORIDA
DEVELOPMENT CO. TRACT
PLAT BOOK 3, PAGE 60

TRACT 16

SAND HILL ROAD

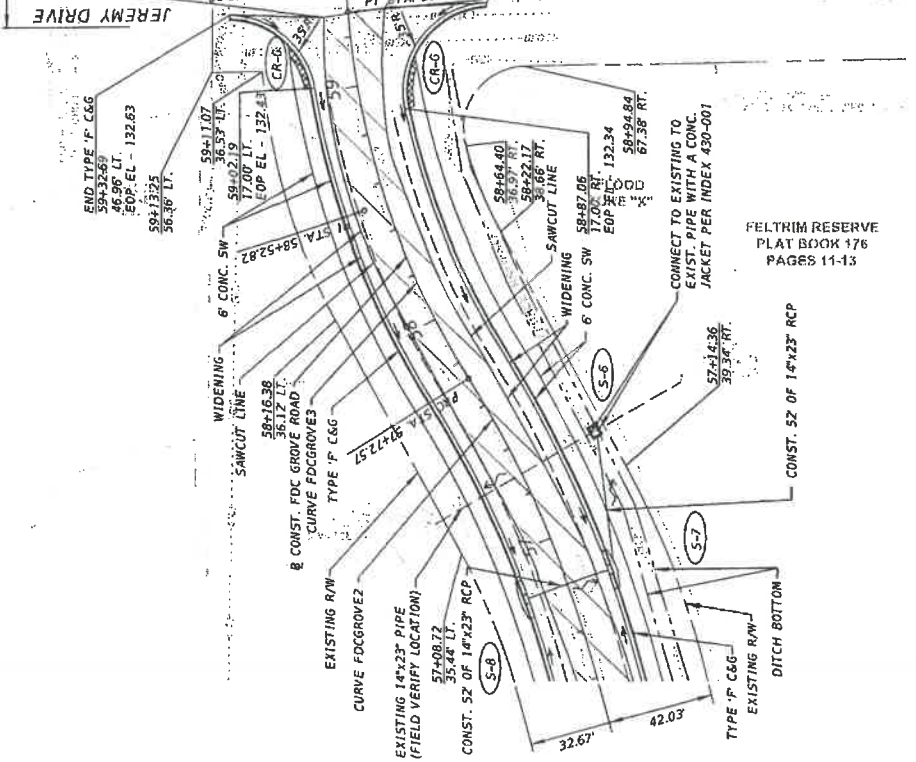
JEREMY DRIVE

FELTRIM RESERVE
PLAT BOOK 176
PAGES 11-13

CURVE DATA FDCGROVE2
PI STA. = 55+39.24 (LT)
D = 49° 54' 06" (LT)
T = 13° 01' 18"
L = 307.53
E = 336.81
PC STA. = 52+35.76
PRC STA. = 57+22.57

CURVE DATA FDCGROVE3
PI STA. = 58+55.92
D = 27° 05' 49" (RT)
T = 17° 12' 21"
L = 80.24
E = 351.49
PC STA. = 57+22.57
PT STA. = 59+30.06

CURVE DATA FDCGROVE4
PI STA. = 60+64.53
D = 24° 55' 51" (RT)
T = 28° 38' 52"
L = 44.21
E = 87.02
PC STA. = 60+20.32
PT STA. = 61+07.35



LEGEND:
LIMITS OF MILLING AND RESURFACING
PIPE FLOW DIRECTION
CURB FLOW DIRECTION (GRADE CURB TO FLOW)

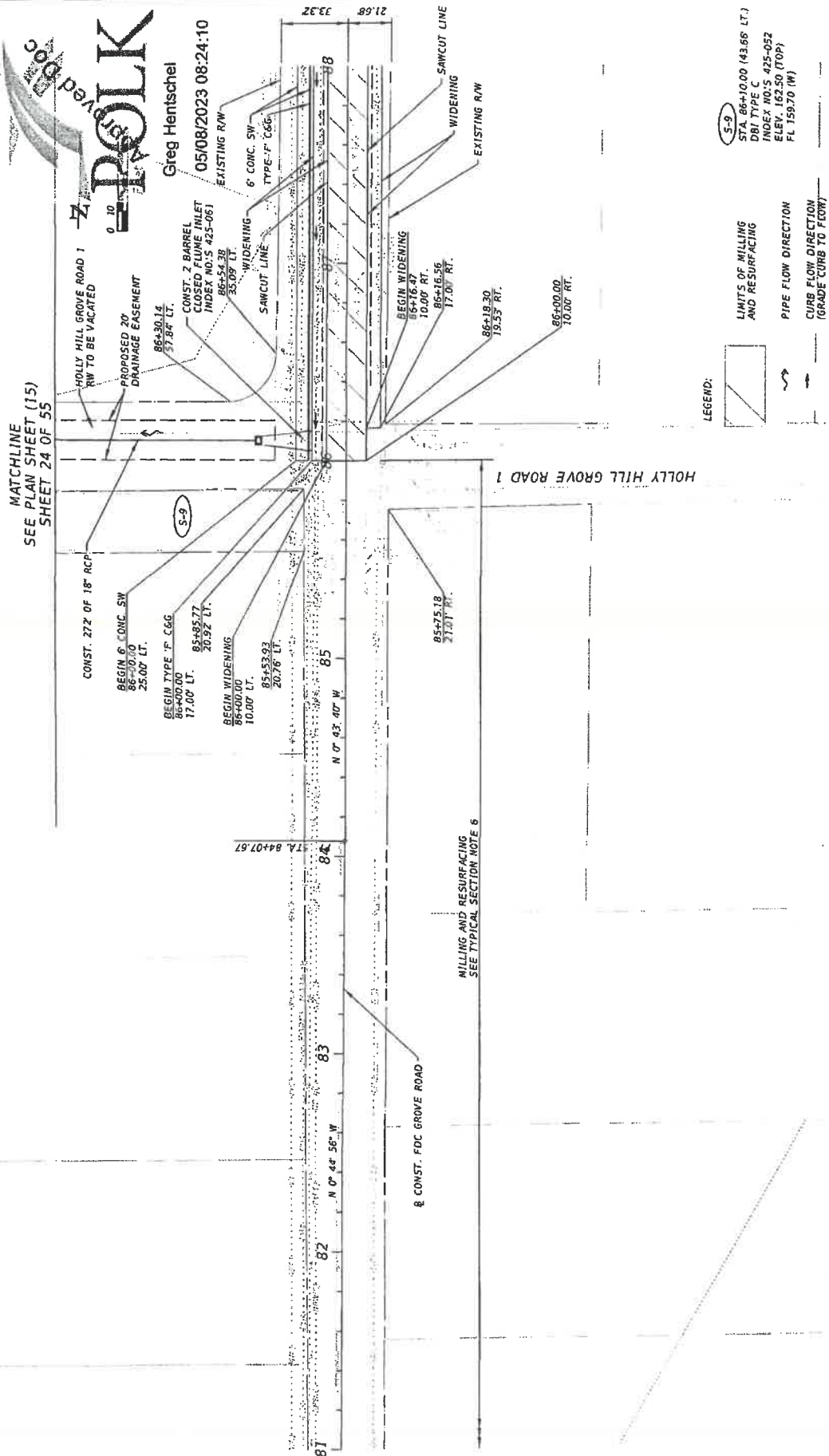


S-7 STA. 56+80.00 (18.25' LT.)
CURB INLET P-6
INDEX NO. S 425-021
ELEV. 131.52 (EOP)
FL 129.40 (E)

S-8 STA. 56+80.00 (18.25' RT.)
CURB INLET P-6
INDEX NO. S 425-052
ELEV. 130.80 (TOP)
FL 129.19 (E) FIELD VERIFY
FL 129.30 (W)
FL 129.30 (N)

S-6 STA. 54+25.79 (32.50' RT.)
DBI TYPE D
INDEX NO. S 425-052
ELEV. 130.80 (TOP)
FL 129.19 (E) FIELD VERIFY
FL 129.19 (W)
FL 129.19 (S)

FDC GROVE ROAD IMPROVEMENTS			
PROJECT NO.	FDC GROVE ROAD		
PLAN SHEET NO.	PLAN SHEET (D)		
PROJECT NO.	STA. 56+80.00 TO STA. 65+00.00		
DESIGN	ABSOLUTE ENGINEERING, INC.		
DESIGNER	TOM SULLIVAN		
DATE	05/08/2023		
DESCRIPTION	MILLING AND RESURFACING		
REVISIONS			
DATE	05/08/2023		





S-31A
STA. 100+00.00 (32.81)
DBI TYPE C
INDEX NO.'S 425-052
ELEV. 170.80 (TOP)
CONST. DRAINAGE SLOT
1" WIDE X 2" HIGH (N)
FL 164.00 (5)

Greg Hentschel
05/08/2023 08:52

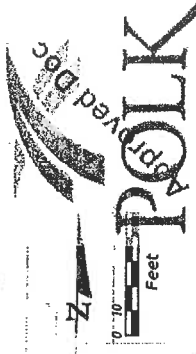


LIMITS OF MILLING AND RESURFACING

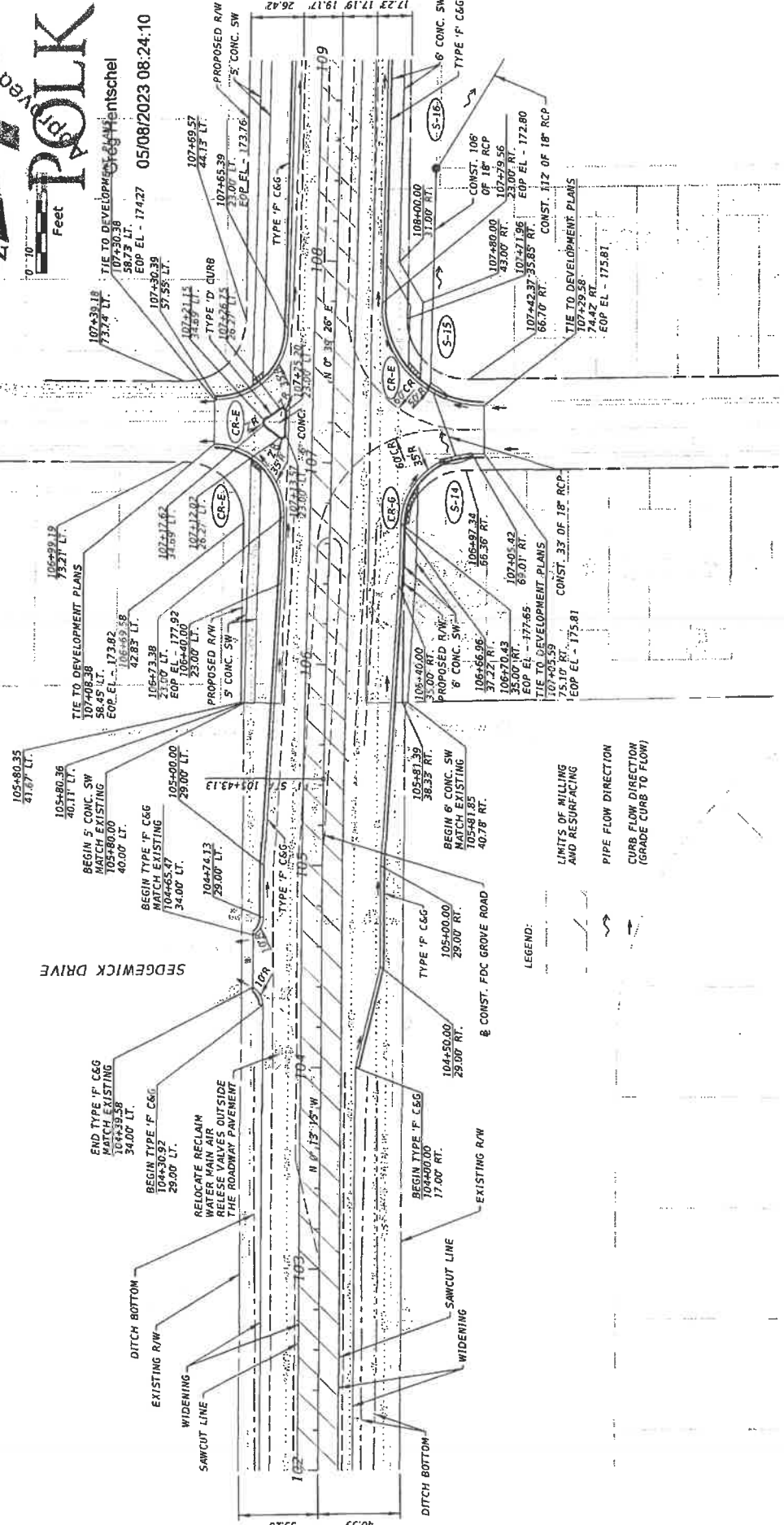
PIPE FLOW DIRECTION
CURB FLOW DIRECTION
(GRADE CURB TO FLOW)

[illegible]

Mr. Kohn has been definitely secured and is seated by
 Mr. W. L. Sanders, Jr. in the chair adjacent to Mr. W. L. Sanders.



05/08/2023 08:24:10



JB&B CONSULTANTS, LLC 2707 Poplar Trail Land O' Lakes, FL 34609 (813) 941-1000		FDC GROVE ROAD IMPROVEMENTS PROJECT NO. FDC GROVE ROAD PLAN SHEET (7) STA. 104+00.00 TO STA. 109+00.00 PROJECT NO. ABSOLUTE ENGINEERING, INC. DESIGNER TOM SULLIVAN DATE 02/20/2023	
DATE	DESCRIPTION	BY	SHEET 18 OF 55 SHEETS
02/20/2023	PER SITE PLAN	TS	

- (S-14) STA. 107+03.07 (61.41' RT.) CURB INLET P-6 INDEX NO'S 425-021 ELEV. 175.40 (EOP) FL 170.20 (W)
- (S-15) STA. 107+37.18 (48.91' RT.) CURB INLET P-5 INDEX NO'S 425-001 & 425-010 ELEV. 171.50 (TOP) FL 168.70 (S) FL 162.00 (W)
- (S-16) STA. 108+46.87 (47.86' RT.) MH TYPE P-8 INDEX NO'S 425-001 & 425-010 ELEV. 171.50 (TOP) FL 168.70 (S) FL 162.00 (W)

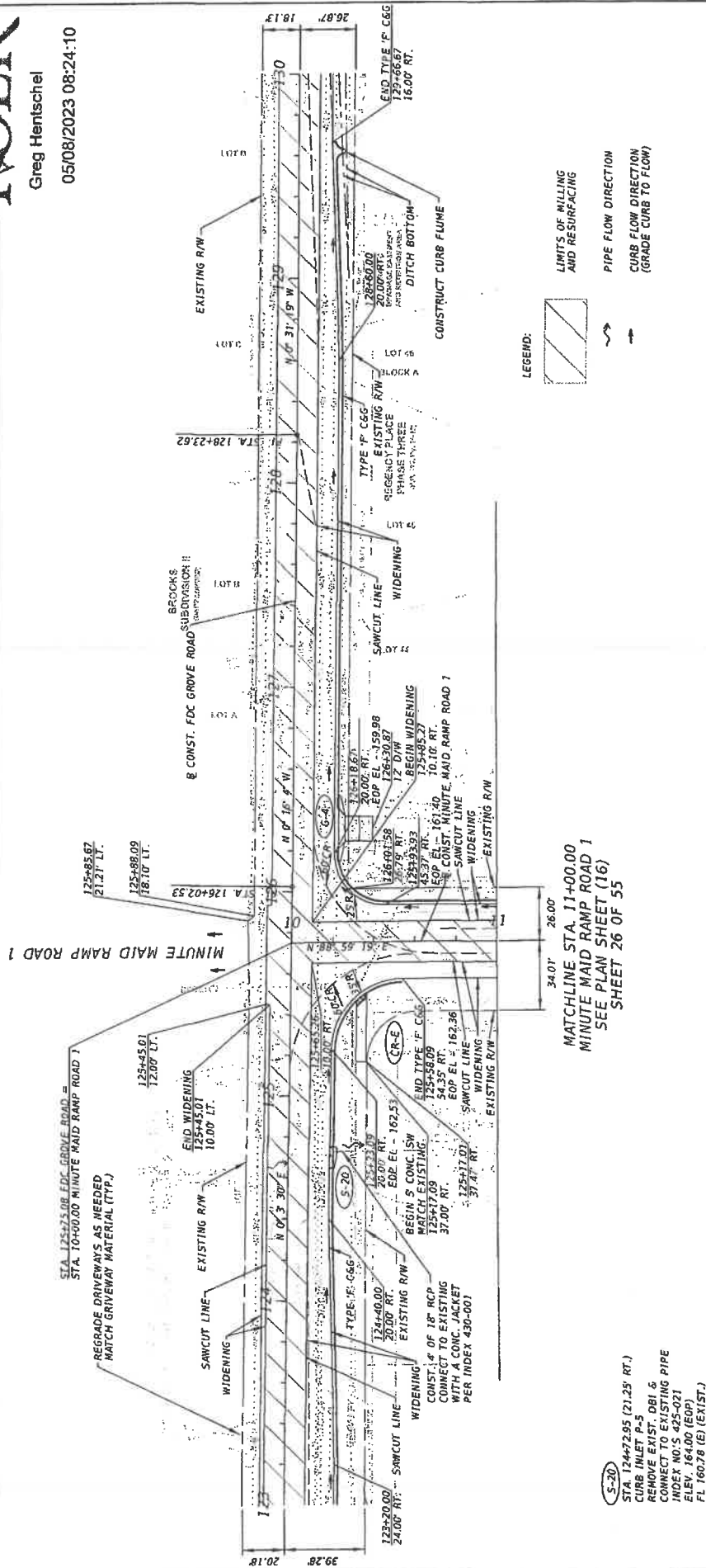
THIS DRAWING HAS BEEN PREPARED BY THE ENGINEER AND IS TO BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND CONTRACT DOCUMENTS. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM THE ENGINEER.



Greg Hentschel

05/08/2023 08:24:10

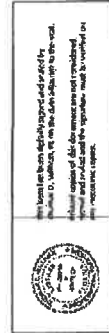
EXISTING WATER MAIN TO
BE MECHANICALLY RESTRAINED



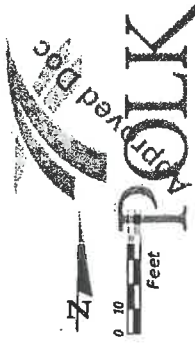
MATCHLINE STA. 11+00.00
MINUTE MAID RAMP ROAD 1
SEE PLAN SHEET (16)
SHEET 26 OF 55

S-20
STA. 124+72.95 (21.25' RT.)
CURB INLET P-5
REMOVE EXISTING DBI &
REPLACE WITH NEW DBI &
INSTALL EXISTING PIPE
INLET NO. 5 (21.25' RT.)
ELEV. 164.00 (EOP)
FL 160.78 (E) (EXIST.)

FDC GROVE ROAD IMPROVEMENTS		FDC GROVE ROAD	
PROJECT NO.		PLAN SHEET (16)	
PROJECT NO.		STA. 124+00.00 TO STA. 124+72.95	
DESIGN		DESIGN	
DATE		DATE	
DESCRIPTION		DESCRIPTION	
REVISED		REVISED	
DATE		DATE	
BY		BY	
SHEET 19 OF 55		SHEET 19 OF 55	

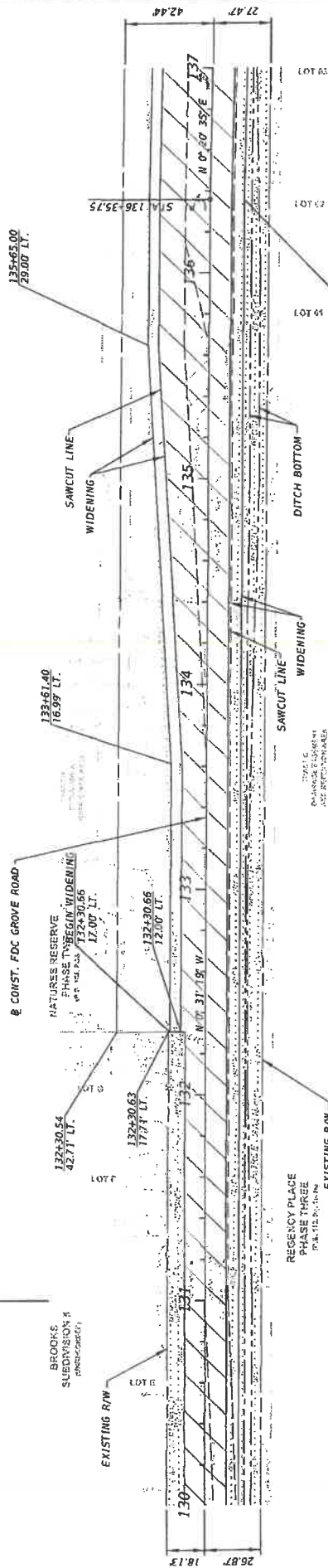


Thomas D. Sullivan, No. 55558
Professional Engineer
State of New York
Civil Engineering
1250 O'Connell Avenue
Albany, New York 12206
914-261-1234



Greg Hentschel
05/08/2023 08:24:10

EXISTING WATER MAIN TO
BE MECHANICALLY RESTRAINED



LEGEND:

LIMITS OF MILLING
AND RESURFACING

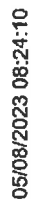
PIPE FLOW DIRECTION

CURB FLOW DIRECTION
(GRADE CURB TO FLOW)

JB&B CONSULTING ENGINEERS 2301 E. 10th Ave., Suite 100 Lakewood, CO 80226 (303) 440-1234		FDC GROVE ROAD IMPROVEMENTS PROJECT NO. FDC GROVE ROAD PLAN SHEET 00 STA. 130+00.00 TO STA. 137+00.00 PROJECT NO. ABSOLUTE ENGINEERING INC. DESIGNER: ABSOLUTE ENGINEERING INC. DATE: THOMAS D. SULLIVAN NO. 55358 JUNIOR PROFESSIONAL ENGINEER 9/4/2023	
DATE	DESCRIPTION	DATE	DESCRIPTION
9/4/2023	REVISED	9/4/2023	REVISED
SHEET 20 OF 55 SHEETS		SHEET 20 OF 55 SHEETS	

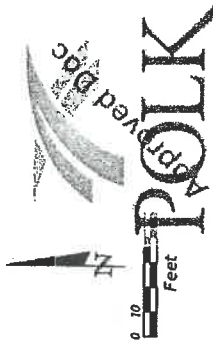
Not to be used for any other project without the written consent of the engineer of record. The engineer of record is responsible for the accuracy and completeness of the information provided on this drawing. The engineer of record is not responsible for the accuracy or completeness of the information provided by others.



LIMITS OF MILLING
AND RESURFACING

As a result, the company's revenue is expected to grow by 10% in 2013, compared with 8% in 2012.



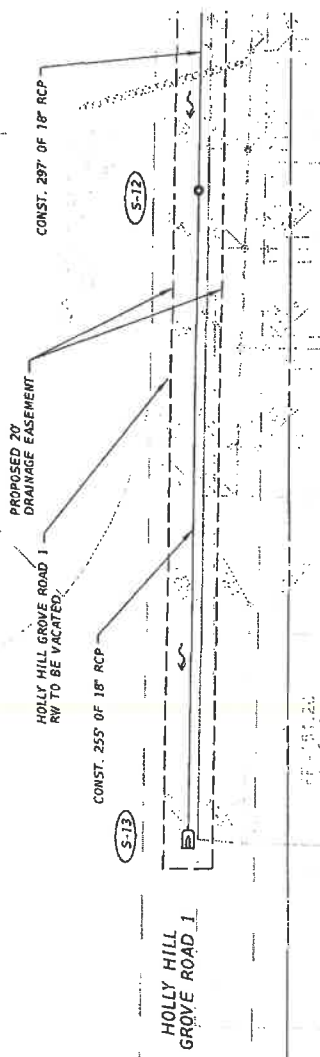


Greg Hentschel
05/08/2023 08:24:10

(S-12)
STA. 86+17.75 (918.18' RT.)
NH TYPE P-8
INDEX NO.'S 425-001 & 425-010
ELEV. 164.00 (TOP)
FL 157.90 (E)
FL 154.00 (W)

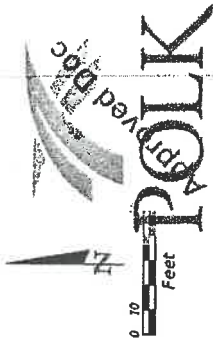
(S-13)
STA. 86+19.67 (1178.77' LT.)
MITERED END SECTION
INDEX NO.'S 430-023
FL 145.00

ZONE "X"
ZONE "A"



REVISIONS
1. 05/08/2023
2. 05/08/2023
3. 05/08/2023
4. 05/08/2023
5. 05/08/2023
6. 05/08/2023
7. 05/08/2023
8. 05/08/2023
9. 05/08/2023
10. 05/08/2023

		JB&B ENGINEERING CONSULTING 1307 West 1st Fort Lauderdale, FL 33304 (954) 550-1234		HOLLY HILL GROVE ROAD 1 IMPROVEMENTS	
DATE	DESCRIPTION	BY	PROJECT NO.	PROJECT NO.	
05/08/23	REVISED	GH		DRAINAGE DETAIL	
			CIP PROJECT NO.	PLAN SHEET 04	
			DESIGN	DESIGNER	
			THOMAS D. SULLIVAN NO. 53358	THOMAS D. SULLIVAN	
			REGISTERED PROFESSIONAL ENGINEER	REGISTERED PROFESSIONAL ENGINEER	
			FLORIDA	FLORIDA	
			954-550-1234	954-550-1234	
			05/08/23	05/08/23	
				SHEET 23 OF 55 SHEETS	



Greg Hentschel
05/08/2023 08:24:10

MATCHLINE
SEE PLAN SHEET (A)
SHEET 13 OF 55

(S-10)
STA. 86+13.21 (318.19' RT.)
MH TYPE P-8
INDEX NO'S 425-001 & 425-010
ELEV. 187.00 (TOP)
FL 159.20 (E)
FL 159.20 (W)

(S-11)
STA. 86+15.55 (318.55' RT.)
MH TYPE P-8
INDEX NO'S 425-001 & 425-010
ELEV. 170.00 (TOP)
FL 158.50 (E)
FL 158.50 (W)

PROPOSED 20'
DRAINAGE EASEMENT
HOLLY HILL GROVE ROAD 1
RW TO BE VACATED

CONST. 272' OF 18" RCP

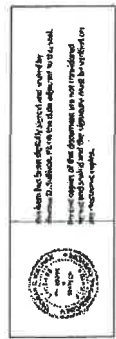
CONST. 297' OF 18" RCP

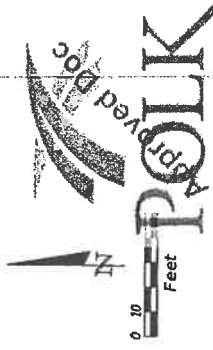
CONST. 297' OF 18" RCP

HOLLY HILL
GROVE ROAD 1

STREET H

JB&B CONSULTANTS, LLC 2717 N. W. 10th St. Fort Lauderdale, FL 33309 (954) 561-1234		HOLLY HILL GROVE ROAD 1 IMPROVEMENTS	
DATE: 05/08/23		PROJECT NO. 2023-001	
DESIGNER: THOMAS D. SULLIVAN, P.E.		DESIGN: TOM SULLIVAN	
CHECKED: JAMES D. SULLIVAN, P.E.		PROJECT NO. 2023-001	
DATE: 05/08/23		SHEET 24 OF 55	
REVISIONS		SHEET 24 OF 55	
DATE		DESCRIPTION	
05/08/23		4/10/2023	





Greg Hentschel
05/08/2023 08:24:10

MATCHLINE
SEE PLAN SHEET (6)
SHEET 15 OF 55

HOLLY HILL
GROVE ROAD 2

EXIST. 15" PIPE

VERVAIN AVE

CONST. 286" OF 15" RCP

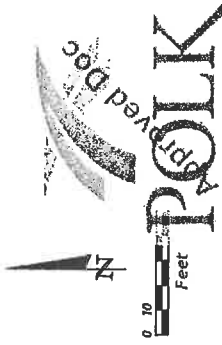
CONST. 47" OF 15" RCP

S-32
EXISTING INLET FIELD VERIFY
ALL ELEMENTS
STA. 98+59.28 (372.80' LT.)
CURB INLET P-5
INDEX NO'S 425-021
ELEV. 163.10 (EOP)
FL 159.60 (W EXIST.)
FL 160.00 (E)

S-33
EXISTING INLET FIELD VERIFY
ALL ELEMENTS
STA. 98+59.28 (372.80' LT.)
CURB INLET P-5
INDEX NO'S 425-021
ELEV. 163.10 (EOP)
FL 159.60 (W EXIST.)
FL 160.00 (E)

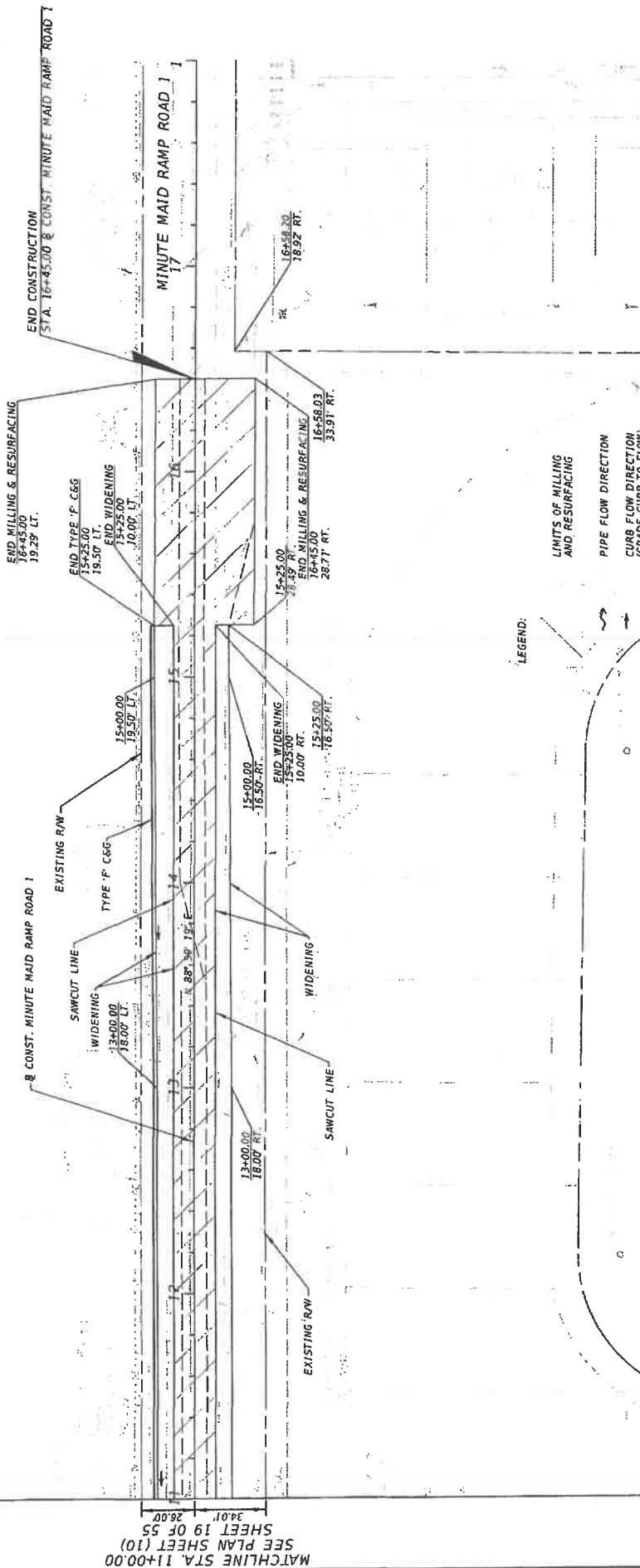
		JB&B JAMES B. BARNES & ASSOCIATES, INC. 23017 N.W. 10th Ave. Suite 100 Miami, FL 33187	
DATE	DESCRIPTION	BY	DATE
05/08/23	REVISED	THS	05/08/23
PROJECT NO.		PROJECT NO.	
PLAN SHEET NO.		PLAN SHEET NO.	
DESIGN		DESIGN	
DRAWN		DRAWN	
CHECKED		CHECKED	
APPROVED		APPROVED	
SHEET 25 OF 55		SHEET 25 OF 55	

Not to be used for any other project without the written consent of the Engineer. The Engineer is not responsible for the accuracy of the information provided by the client. The Engineer is not responsible for the accuracy of the information provided by the client. The Engineer is not responsible for the accuracy of the information provided by the client.



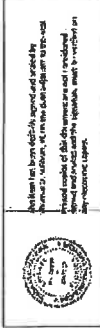
Greg Hentschel

05/08/2023 08:24:10

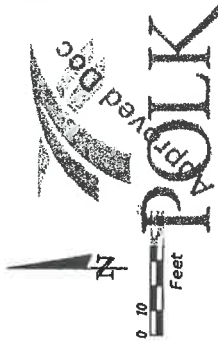


MATCHLINE STA. 11+00.00
SEE PLAN SHEET (10)
SHEET 19 OF 55

JB&B ENGINEERING 2027 N. Main St. Suite 100 Ocala, FL 34461 Phone: 352-236-1111 Fax: 352-236-1112		PROJECT NO. MINUTE MAID RAMP ROAD 1 IMPROVEMENTS
DATE 05/08/2023	DESCRIPTION 19 OF 55	C&G PROJECT NO. STA. 11+00.00 TO STA. 16+45.00
DATE 05/08/2023	DESCRIPTION 19 OF 55	DESIGN TOM SULLIVAN
DATE 05/08/2023	DESCRIPTION 19 OF 55	SHEET 26 OF 55 SHEETS



Notwithstanding to whom these plans are issued, the engineer shall remain responsible for the accuracy of the information and calculations shown on these plans and for the proper construction of the improvements shown hereon.



Greg Hentschel

05/08/2023 08:24:10

MATCHLINE STA. 21+00.00
SEE PLAN SHEET (12)
SHEET 21 OF 55

EXISTING WATER MAIN TO
BE MECHANICALLY RESTRAINED

END WIDENING
END MILLING & RESURFACING
END TYPE 'F' C&G
23+63.69
12.00' LT.

23+13.69
24.00' LT.

TYPE 'F' C&G

EXISTING R/W

SAWCUT LINE
WIDENING

MINUTE MAID RAMP ROAD 2

END MILLING & RESURFACING
END TYPE 'F' C&G
24+69.38
12.00' RT.

END CONSTRUCTION
STA. 23+63.69 @ CONST. MINUTE MAID RAMP ROAD 2

LEGEND:



LIMITS OF MILLING
AND RESURFACING



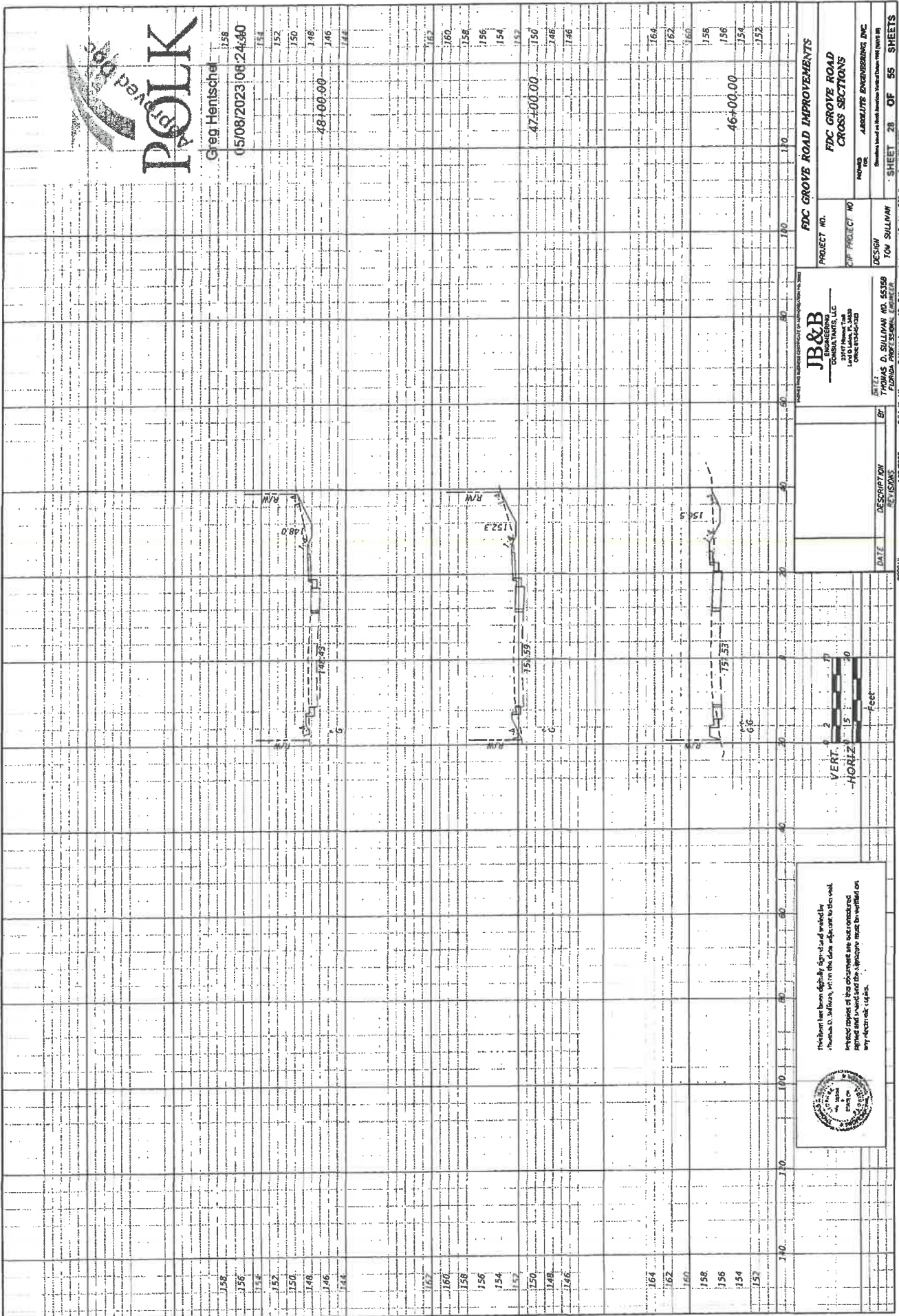
PIPE FLOW DIRECTION

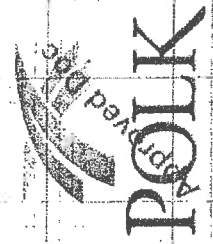
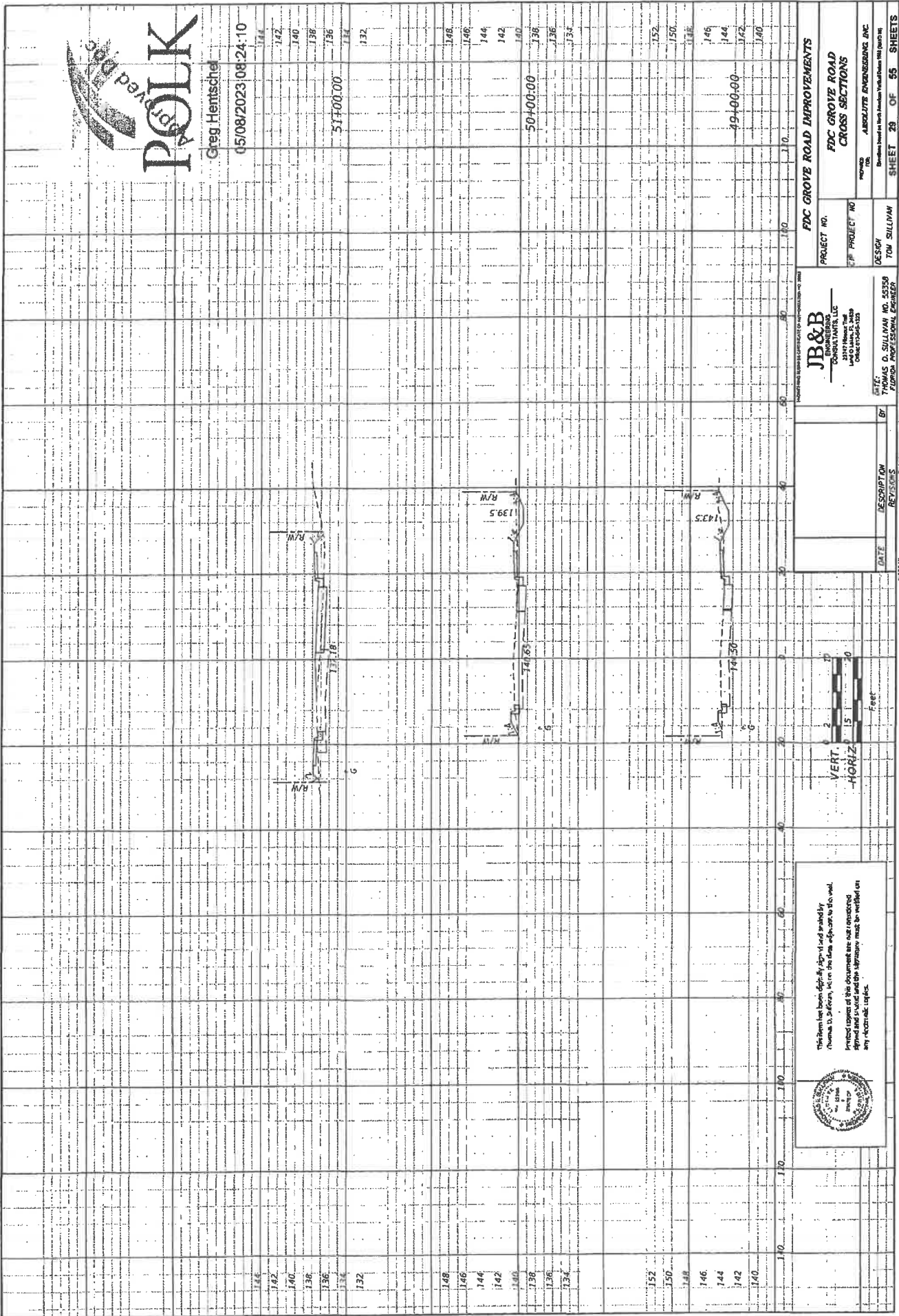


CURB FLOW DIRECTION
(GRADE CURB TO FLOW)



JB&B ENGINEERING, LLC 1401 G. JAMES Pk. S.W. OMAHA, NE 68104-1023 (402) 476-4422		PROJECT NO. MINUTE MAID RAMP ROAD 2 PLAN SHEET 08 STA. 21+00.00 TO STA. 23+63.69
DATE	DESCRIPTION	BY
4/17/2023	REVISIONS	
DESIGN	TOM SULLIVAN	
DATE	DESIGNER	
05/08/2023	THOMAS D. SULLIVAN, NO. 55359 FLORIDA PROFESSIONAL ENGINEER	
MINUTE MAID RAMP ROAD 2 IMPROVEMENTS SHEET 21 OF 55		SHEET 21 OF 55 SHEETS





Greg Hentschel
05/08/2023 08:24:10

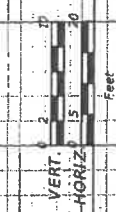
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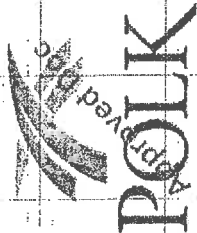
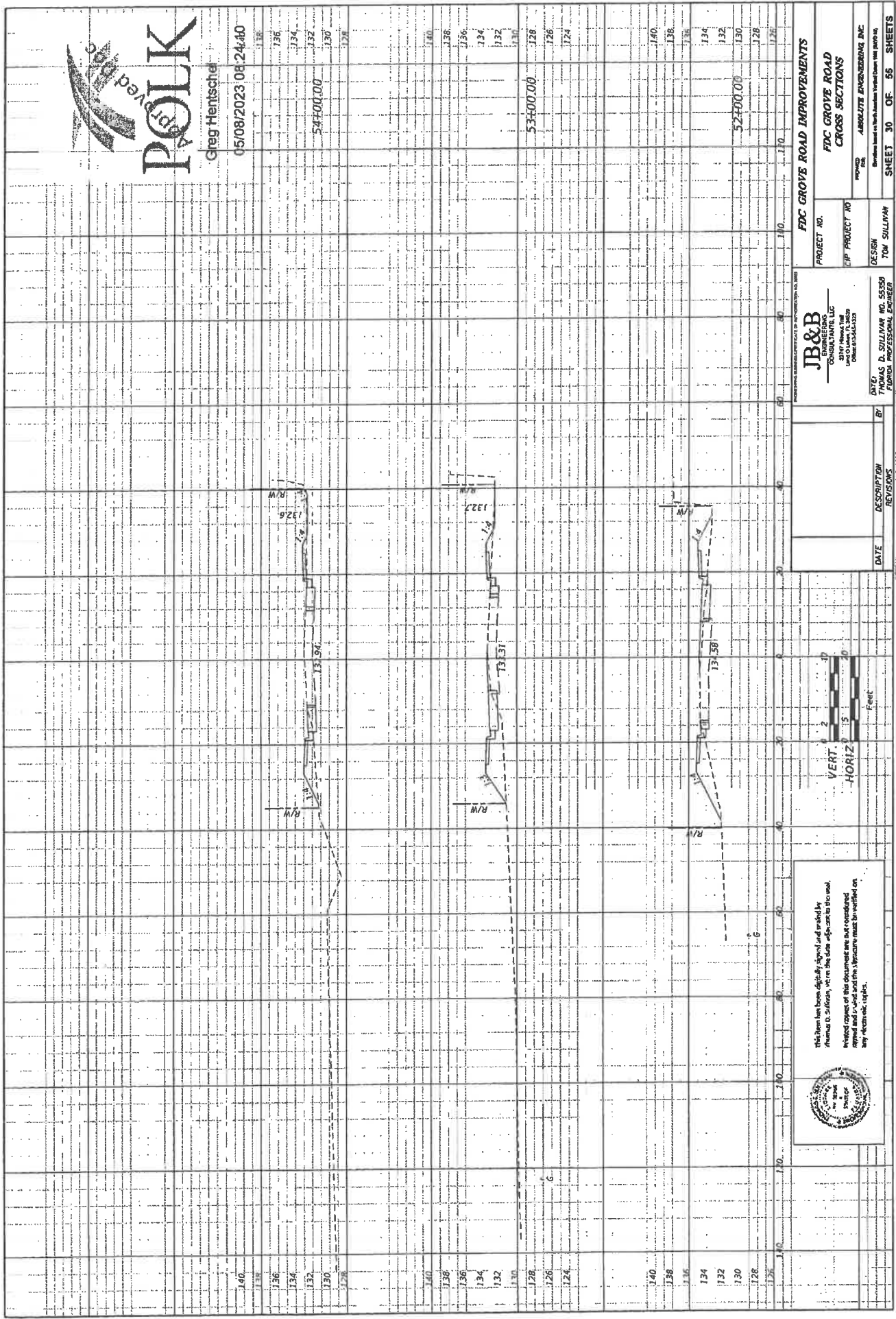
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Thomas D. Sullivan, PE on the date shown in this seal.
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DATE: 05/08/2023
REVISED: 05/08/2023

PROJECT NO. 2023-001
PROJECT NAME: FDC GROVE ROAD CROSS SECTIONS
DESIGNER: TDS
CHECKER: TDS
DATE: 05/08/2023

PROJECT NO. 2023-001
PROJECT NAME: FDC GROVE ROAD CROSS SECTIONS
DESIGNER: TDS
CHECKER: TDS
DATE: 05/08/2023



Greg Hentschel

05/08/2023 08:24:40

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This item has been digitally signed and sealed by
Armand D. Sullivan, Jr. on the date 05/08/2023 at 08:24:40.
Any attempt to alter the content of this document after the date and time of signing will be detected and reported to the appropriate authorities.



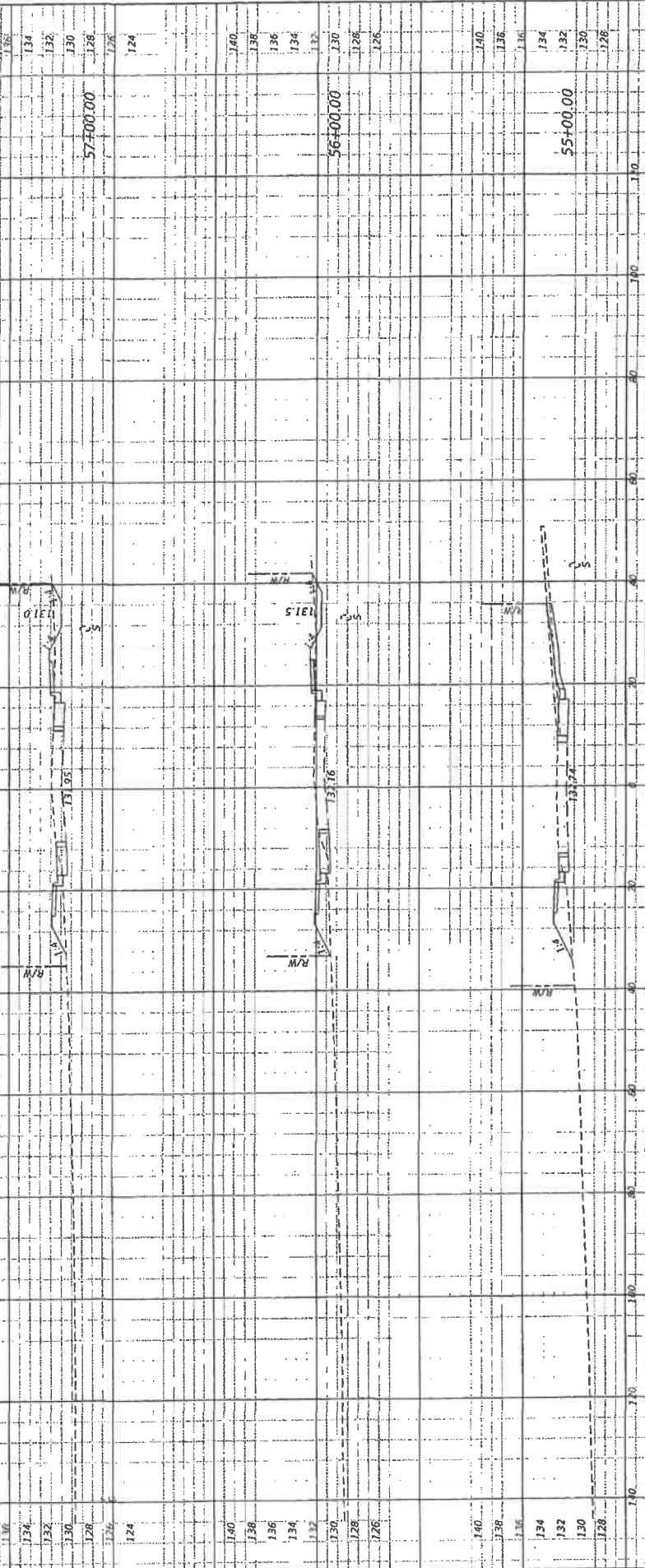
JB&B
ENGINEERING
CONSULTANTS
3317 N. W. 11th St.
Fort Lauderdale, FL 33309
Phone: (954) 551-1234
Fax: (954) 551-1235

DATE: 05/08/2023
BY: THOMAS D. SULLIVAN, JR.
REVISIONS: 1.0
DESCRIPTION: FDC GROVE ROAD IMPROVEMENTS
PROJECT NO.: FDC GROVE ROAD CROSS SECTIONS
DESIGNER: TOM SULLIVAN
PROJECT NO.: FDC GROVE ROAD CROSS SECTIONS
PROJECT NO.: FDC GROVE ROAD CROSS SECTIONS
PROJECT NO.: FDC GROVE ROAD CROSS SECTIONS

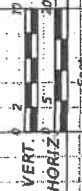


Greg Hentschel

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JB&B
CONSULTANTS, LLC
2210 Atlantic Trail
Cape Canaveral, FL 32913
Phone: 321-255-1234
Fax: 321-255-1235

DATE	DESCRIPTION	BY
05/08/23	REVISED	BT

WCC:AM

4/12/2023

95444 AL

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PROJECT NO.	PROJECT NAME
05/08/23	FDC GROVE ROAD IMPROVEMENTS

DESIGNER	DESIGN NO.
JB&B	05/08/23

DATE	DESCRIPTION	BY
05/08/23	REVISED	BT

WCC:AM

4/12/2023

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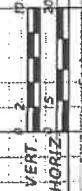
05/08/23



Greg Hentschel

05/08/2023 08:24:10

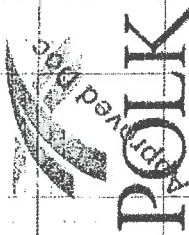
This plan has been digitally signed and sealed by
Thomas D. Sullivan, PE on the data adjacent to this seal.
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valid for legal or regulatory purposes. Seal is void on
any document after 10/1/2024.



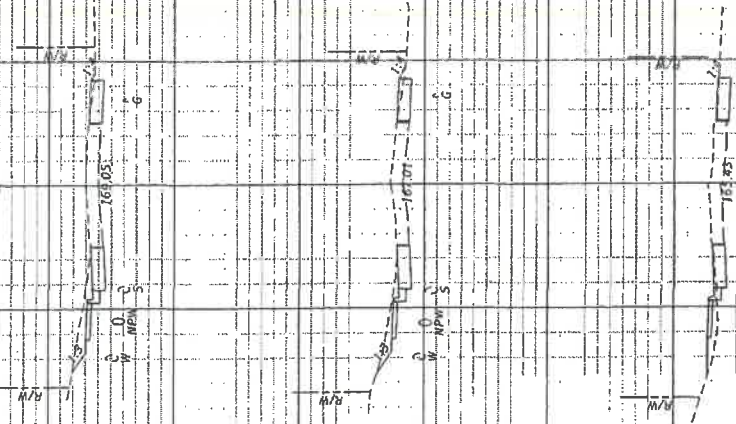
JB&B
CONSULTANTS LLC
22771 Route 104
Lewiston, NY 14603
(716) 833-8800

DATE 05/08/2023
BY REVIEWS

FDC GROVE ROAD IMPROVEMENTS			
PROJECT NO.	22771	DESIGN	TDW SULLIVAN
CIP PROJECT NO.		DESIGNED BY	ABSOLUTE ENGINEERING INC.
		SHEETS 32 OF 55	
		SHEETS	



Greg Hentschel
05/08/2023 08:24:40
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Thomas D. Sullivan, State of New York
Professional Engineer No. 55359
The seal and signature of the Engineer are required
for the use of this sheet in any project.
any electronic signature.



DATE	DESCRIPTION	BY
4/18/2023	REVISED	BT

JB&B
CONSULTANTS LLC
2375 Main St.
Suite 100
Buffalo, NY 14203
TEL: 716-835-1234
FAX: 716-835-1235
www.jb&b.com

PROJECT NO. _____
SHEET 33 OF 55 SHEETS
FDC GROVE ROAD IMPROVEMENTS
FDC GROVE ROAD
CROSS SECTIONS
DESIGNER: TOM SULLIVAN
DATE: 05/08/2023



05/08/2023 08:24:10

05/08/2023 08:24:10



ABSOLUTE ENGENDERING, EN

CM PROJECT NO.

Land O Lakes, FL 34639
Office: 813-645-1323

100

[illegible][illegible]

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100-443887-100

[illegible]

Figure 1 is a line graph showing the percentage of total energy expenditure (TEE) for different activities over a 24-hour period. The Y-axis is 'Percentage of TEE' (0-100) and the X-axis is 'Time of Day' (0-24). The activities and their approximate percentages are:

Time of Day	Sleeping	Resting	Walking	Standing	Sitting	Eating
0	30	10	5	5	5	5
4	35	10	5	5	5	5
8	30	10	10	10	5	5
12	25	10	15	15	5	5
16	20	10	15	15	5	5
20	30	10	10	10	5	5
24	30	10	5	5	5	5

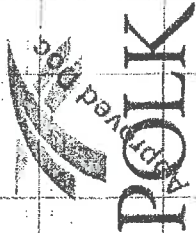
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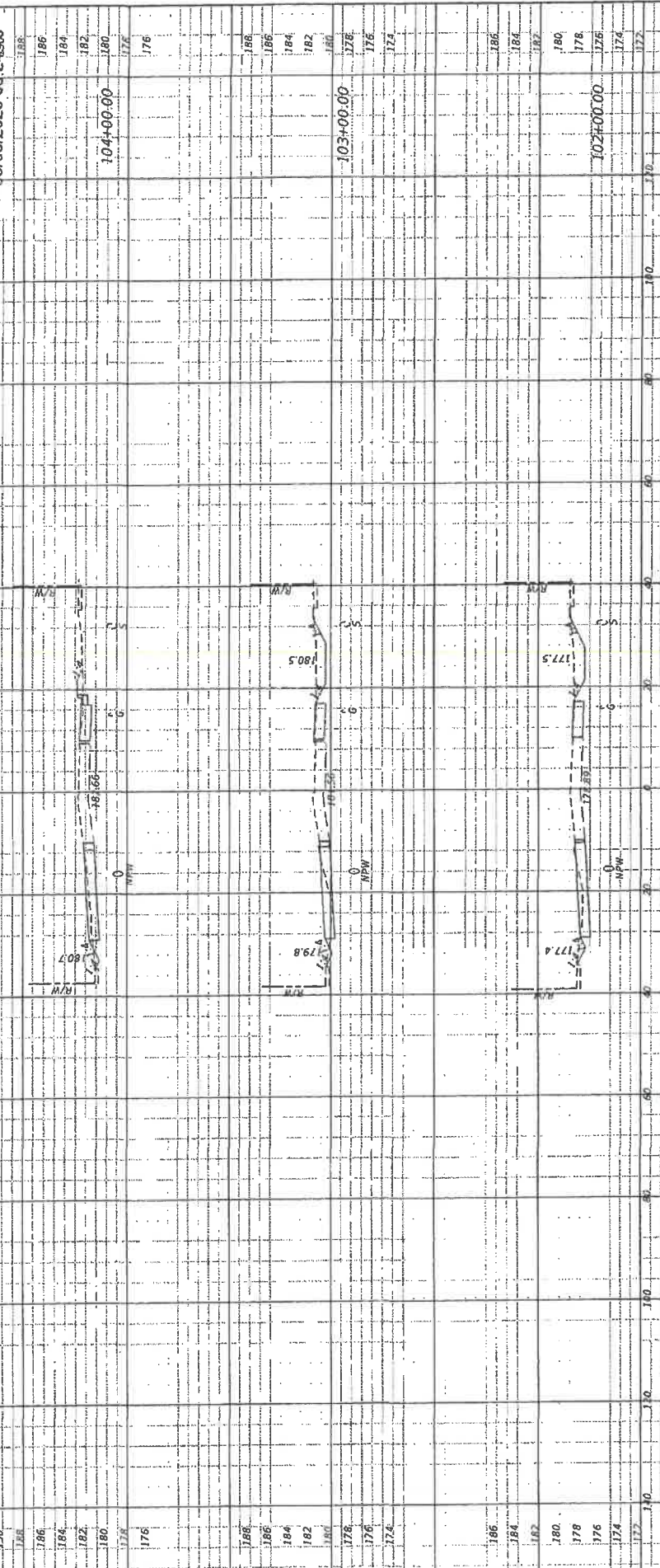
[illegible]

Table 1. The number of cases by age group, sex, and season.

[illegible][illegible]



Greg Hentschel
05/08/2023 08:24:40



JB&B CONSULTANTS, LLC
20715 Main Street
Cincinnati, OH 45244-1000
Phone: 513-451-1000
Fax: 513-451-1001

DATE: 05/08/2023
PROJECT NO.: 2023-001
DESIGN: TDM SULLIVAN
PROJECT NO.: 2023-001
DESIGN: TDM SULLIVAN

DATE: 05/08/2023
PROJECT NO.: 2023-001
DESIGN: TDM SULLIVAN
PROJECT NO.: 2023-001
DESIGN: TDM SULLIVAN

DATE: 05/08/2023
PROJECT NO.: 2023-001
DESIGN: TDM SULLIVAN
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DATE: 05/08/2023
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DATE: 05/08/2023
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PROJECT NO.: 2023-001
DESIGN: TDM SULLIVAN

DATE: 05/08/2023
PROJECT NO.: 2023-001
DESIGN: TDM SULLIVAN
PROJECT NO.: 2023-001
DESIGN: TDM SULLIVAN

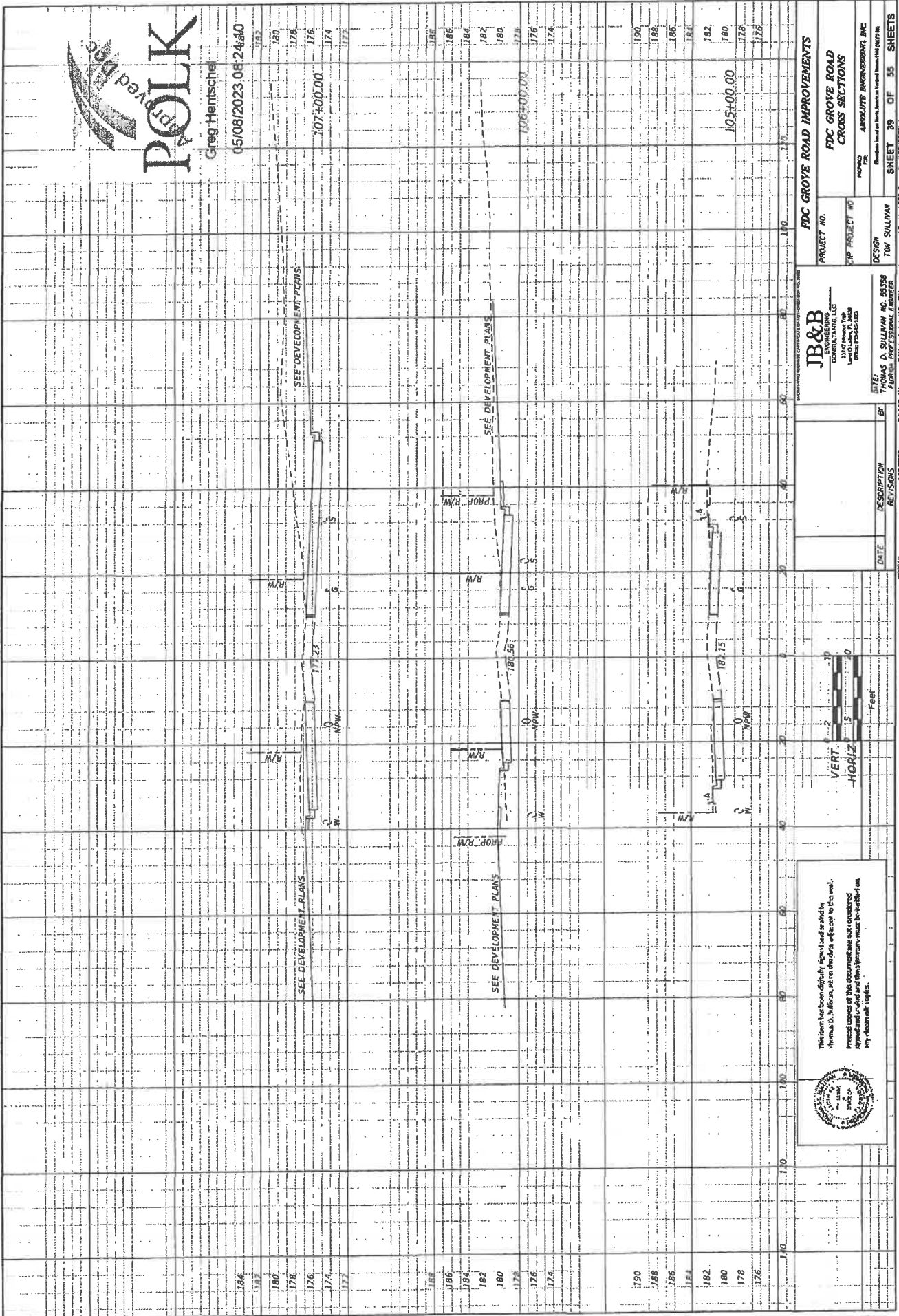
DATE: 05/08/2023
PROJECT NO.: 2023-001
DESIGN: TDM SULLIVAN
PROJECT NO.: 2023-001
DESIGN: TDM SULLIVAN

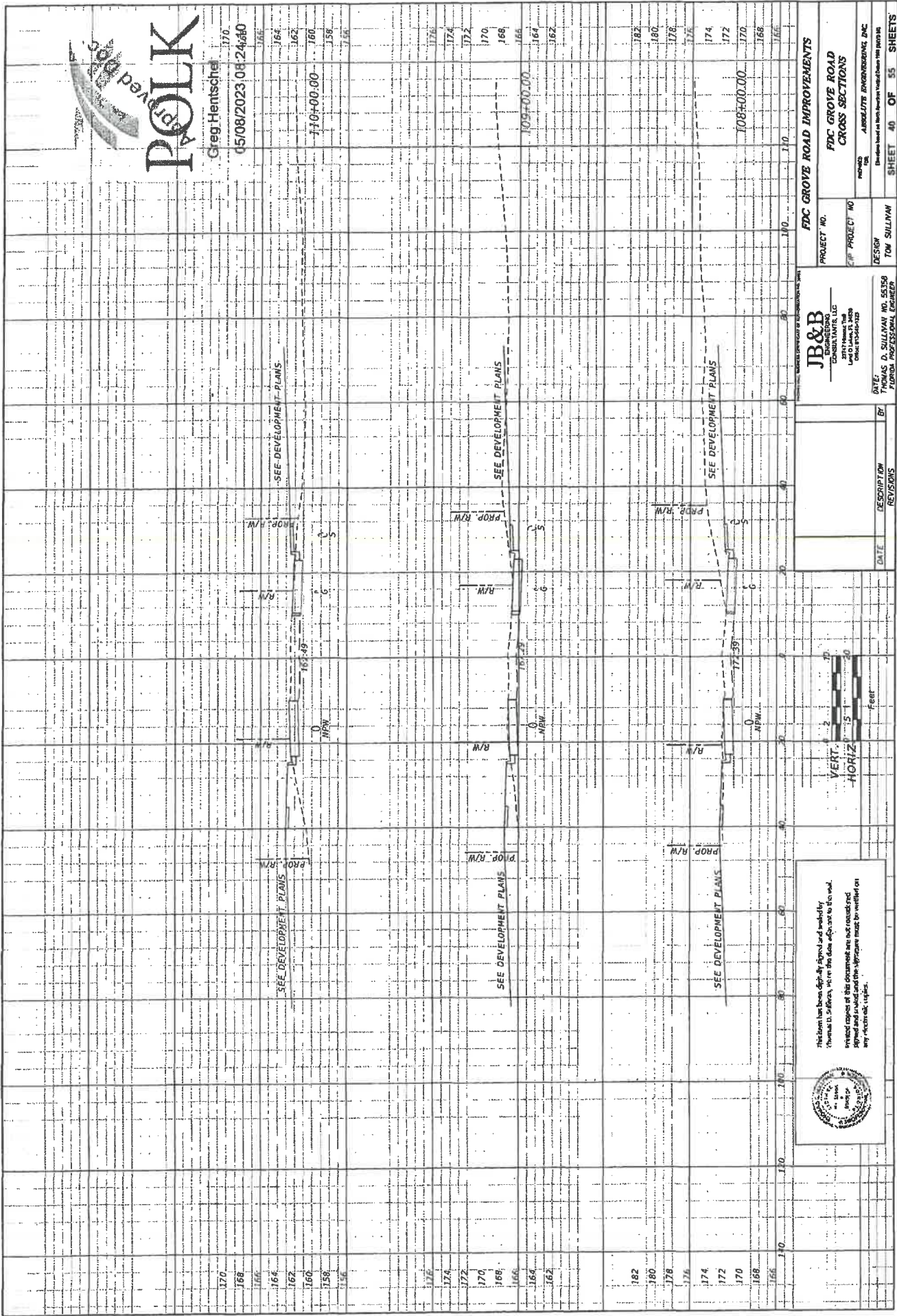
DATE: 05/08/2023
PROJECT NO.: 2023-001
DESIGN: TDM SULLIVAN
PROJECT NO.: 2023-001
DESIGN: TDM SULLIVAN

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Thomas D. Sullivan, at the time of signature to this seal.
Sealed copies of this document are also maintained
and included and the signature must be verified on
any electronic copies.



DATE: 05/08/2023
PROJECT NO.: 2023-001
DESIGN: TDM SULLIVAN
PROJECT NO.: 2023-001
DESIGN: TDM SULLIVAN





Greg Hentschel
05/08/2023 08:24:40

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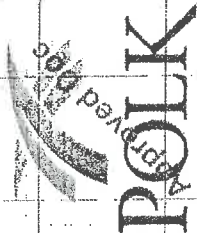
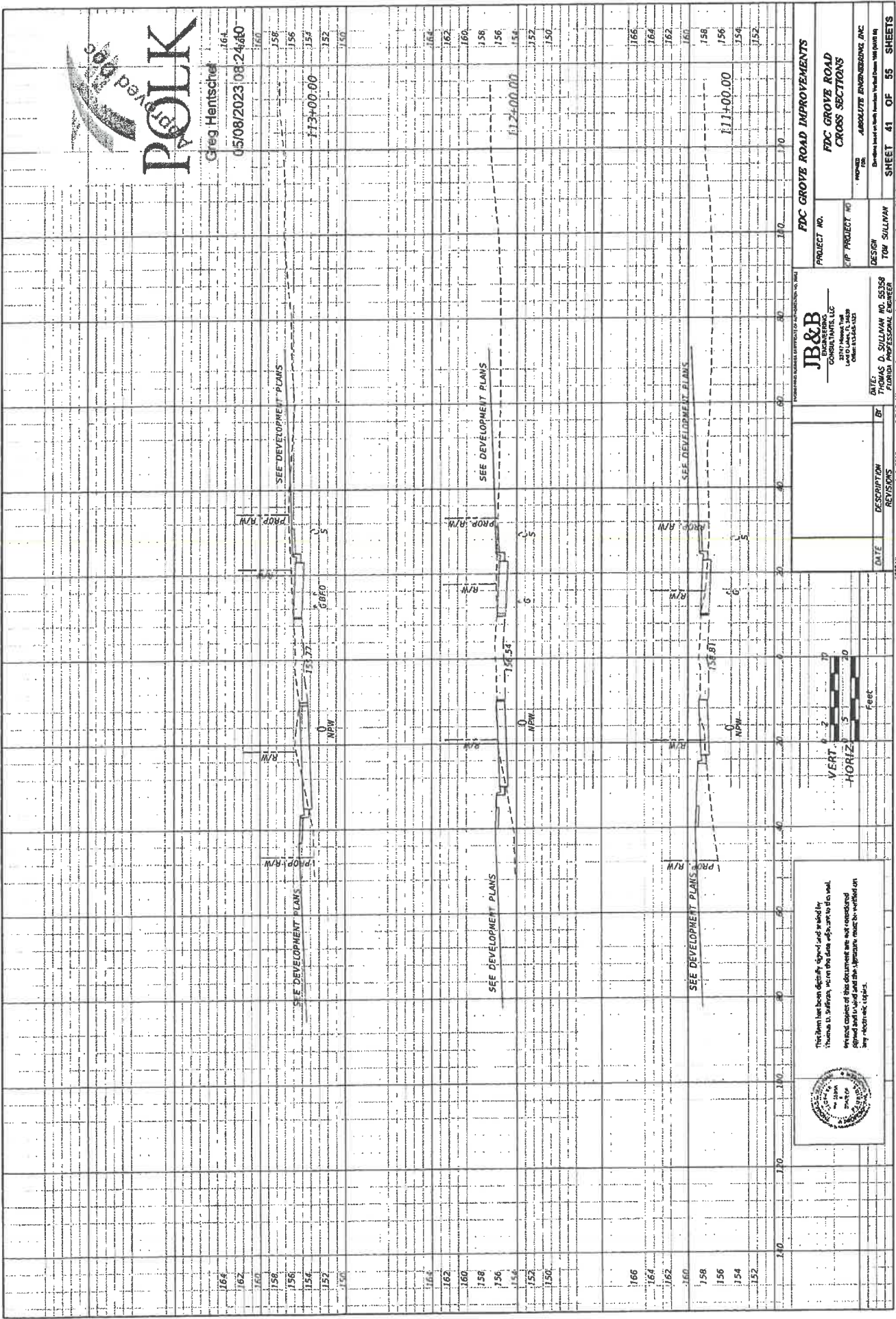


VERT. 1" = 10'
HORIZ. 1" = 40'

DATE	DESCRIPTION	BY
4/12/2023	REVISIONS	

JB&B
CONSULTANTS, LLC
LAW & LUMBER, INC.
DATE: 05/08/2023

PROJECT NO.	FDC GROVE ROAD IMPROVEMENTS
PROJECT NO.	FDC GROVE ROAD CROSS SECTIONS
DESIGN	TOM SULLIVAN
DATE	05/08/2023
SHEET	40 OF 55 SHEETS



Greg Hentschel
05/08/2023 08:24:40

This drawing has been digitally signed and sealed by
Thomas D. Sullivan, No. 55358
Professional Engineer
Any alteration to this drawing is not considered
valid unless signed and sealed by the Professional Engineer
responsible for the original design.



VERT. 1" = 20'
HORIZ. 1" = 40'

DATE: 4/2/2023
BY: [Signature]
DESCRIPTION: REVISIONS

JB&B
ENGINEERING, LLC
32171 Highway 100
Largo, FL 34640
C: 727.462.1000

PROJECT NO. [Blank]
PROJECT NAME: FDC GROVE ROAD IMPROVEMENTS
DESIGN: TDM SULLIVAN
DATE: 05/08/2023



Greg Hentschel
05/08/2023 08:24:40

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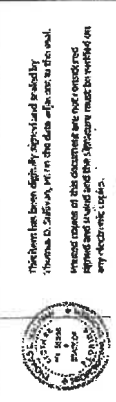
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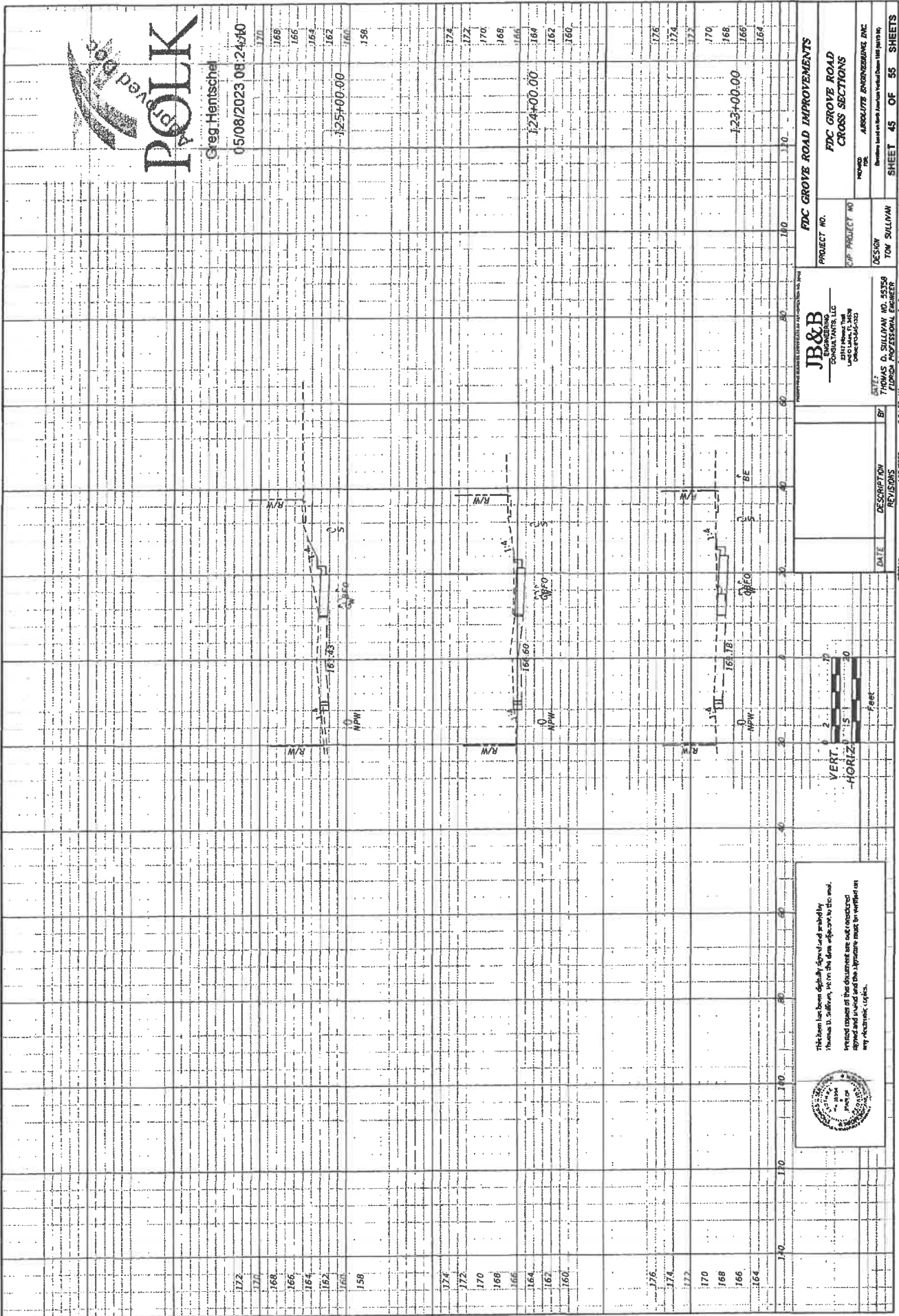
DATE: THOMAS D. SULLIVAN, NO. 55359
FLORIDA PROFESSIONAL ENGINEER
05/08/2023

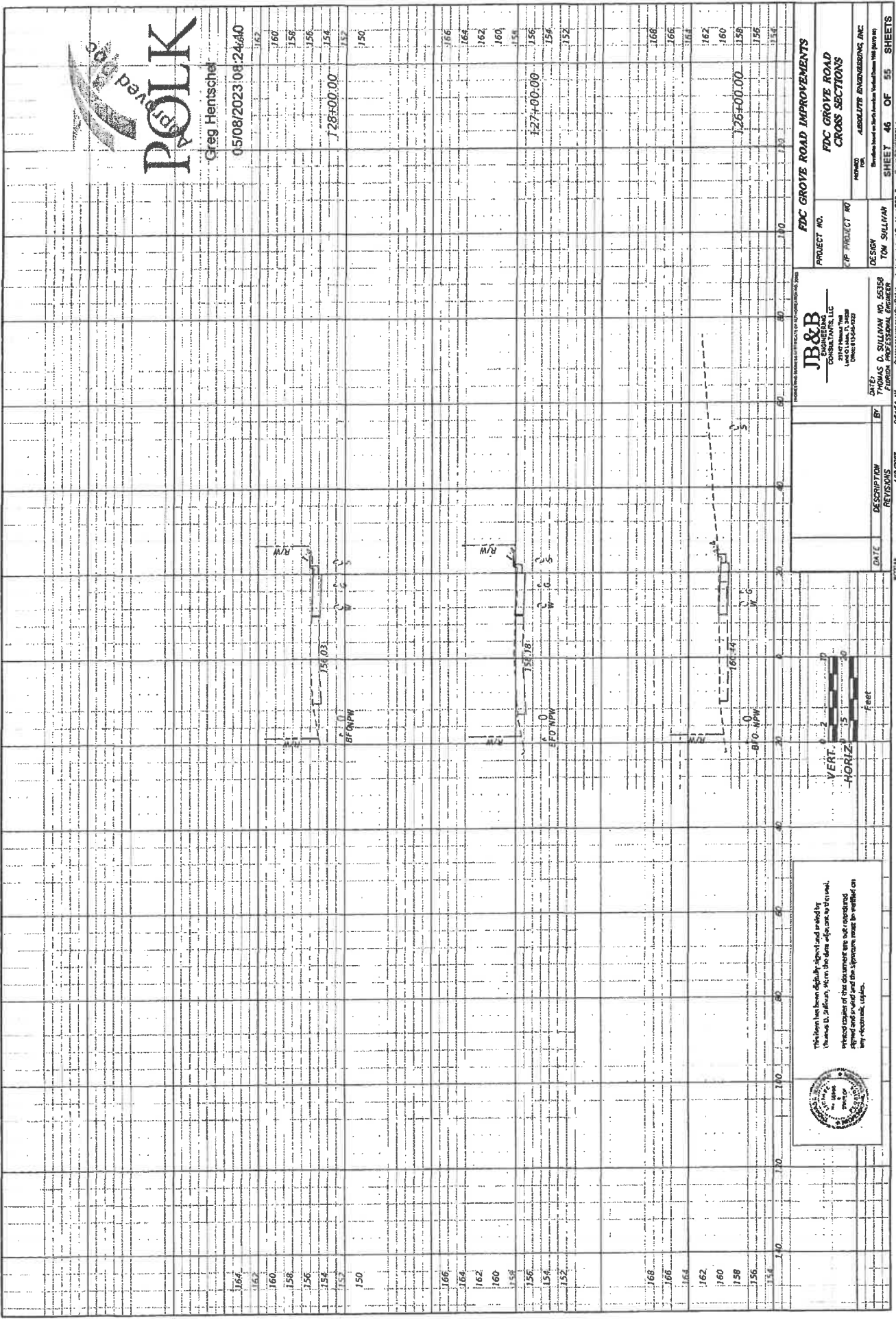
PROJECT NO. FDC GROVE ROAD CROSS SECTIONS
DESIGN: TOW SULLIVAN
SHEET 43 OF 55 SHEETS

JB&B
BOOTHBY & BROS. INC.
2311 N. W. 11th Ave.
Lauderhill, FL 33311
Phone: 954-754-1111
Fax: 954-754-1112

DATE: 05/08/2023
DESCRIPTION: REVISIONS
BY: [Signature]

VERT. 1" = 20'
HORIZ. 1" = 40'





Greg Hentschel
05/08/2023 08:24:40

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Thomas D. Sullivan, M.E. in the data space as shown.
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any electronic copies.



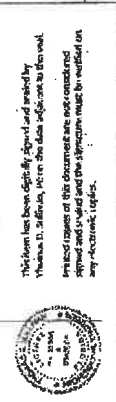
VERT. 1" = 10'
HORIZ. 1" = 20'
Feet

JB&B ENGINEERING, LLC 23475 N. 1st St. Suite 100 Tampa, FL 33606	
DATE:	THOMAS D. SULLIVAN NO. 55358 FLORIDA PROFESSIONAL ENGINEER CIVIL ENGINE
DESCRIPTION	REVISION
DATE	BY
PROJECT NO. FDC GROVE ROAD CROSS SECTIONS	
CIP PROJECT NO.	DESIGN T.M. SULLIVAN
PROJECT NO.	ABSOLUTE ENGINEERING, INC.
SHEET 46 OF 55 SHEETS	



Greg Hentschel
05/08/2023 08:24:40

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any document is illegal.



DATE	DESCRIPTION	BY
05/08/2023	REVISIONS	BT

PROJECT NO.	PROJECT NO.	PROJECT NO.
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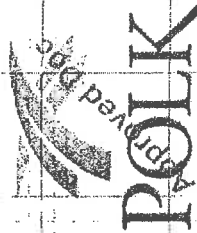
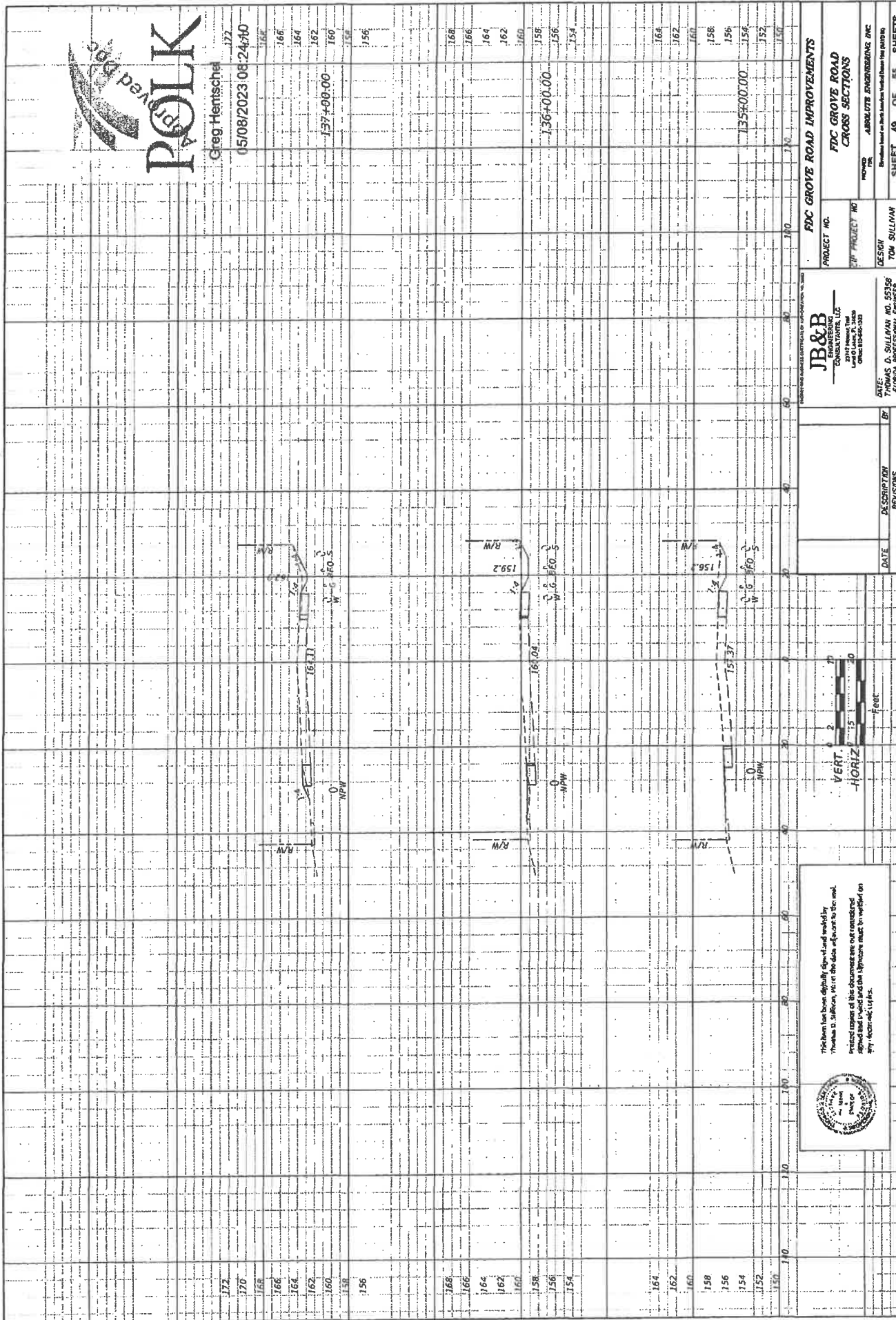


JB&B
ENGINEERING
CONSULTANTS, LLC
23747 Midland Trail
Land O Lakes, FL 34639
Office 813-645-1323

FDC NO.
PROJECT NO.
PROJECT NO.

**FDC GROVE ROAD
CROSS SECTIONS**

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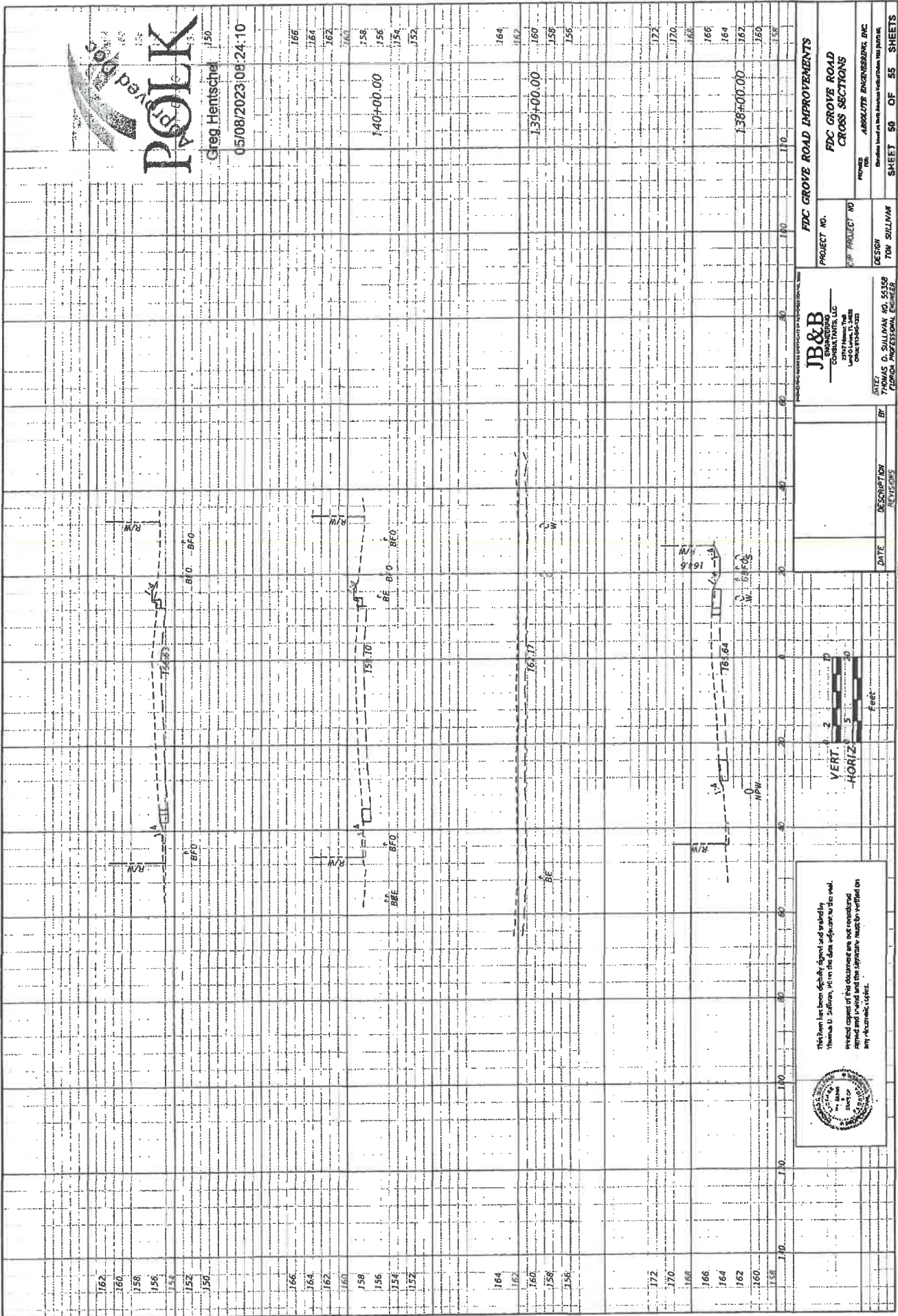


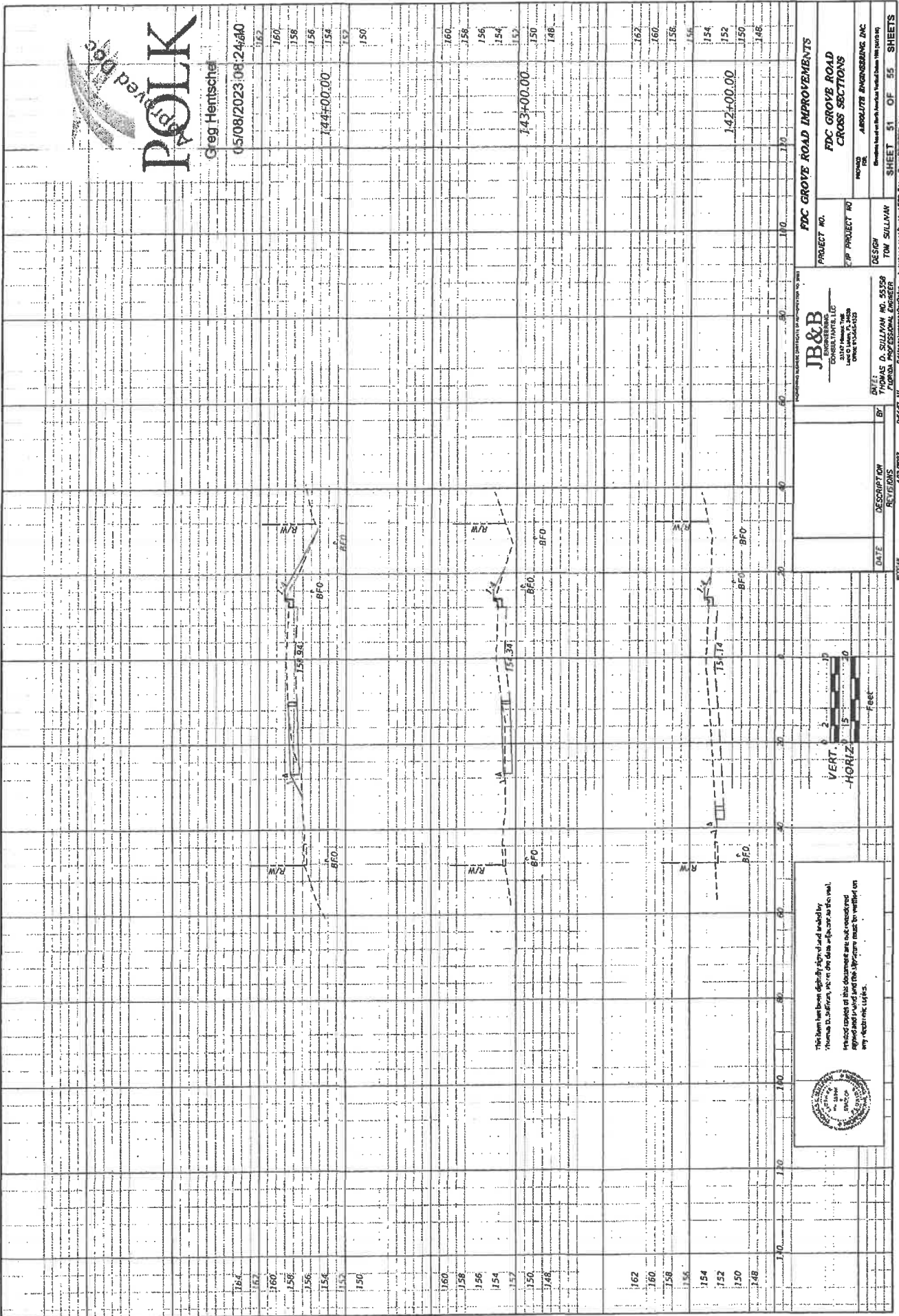
Greg Hentschel
05/08/2023 08:24:40

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Thomas D. Sullivan, PE, at the date adjacent to the seal.
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any electronic copy.



JB&B ENGINEERING CONSULTANTS, LLC 2017 W. Main St. Suite 100 Ocala, FL 34461-1000 Phone: 352.236.1111 Fax: 352.236.1112 Email: info@jb&b.com		PROJECT NO. FDC GROVE ROAD IMPROVEMENTS
DATE 05/08/2023	DESCRIPTION REVISIONS	PROJECT NO. FDC GROVE ROAD CROSS SECTIONS
BY THOMAS D. SULLIVAN	DATE 05/08/2023	PROJECT NO. FDC GROVE ROAD CROSS SECTIONS
DATE 05/08/2023	DESCRIPTION REVISIONS	PROJECT NO. FDC GROVE ROAD CROSS SECTIONS
DATE 05/08/2023	DESCRIPTION REVISIONS	PROJECT NO. FDC GROVE ROAD CROSS SECTIONS





Approved by
POLK

Greg Hemscha
05/08/2023 08:24:40

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Thomas D. Sullivan, PE, for the date and time shown.
Any changes to this document after the date and time shown
will be rejected by the software used to verify the document.

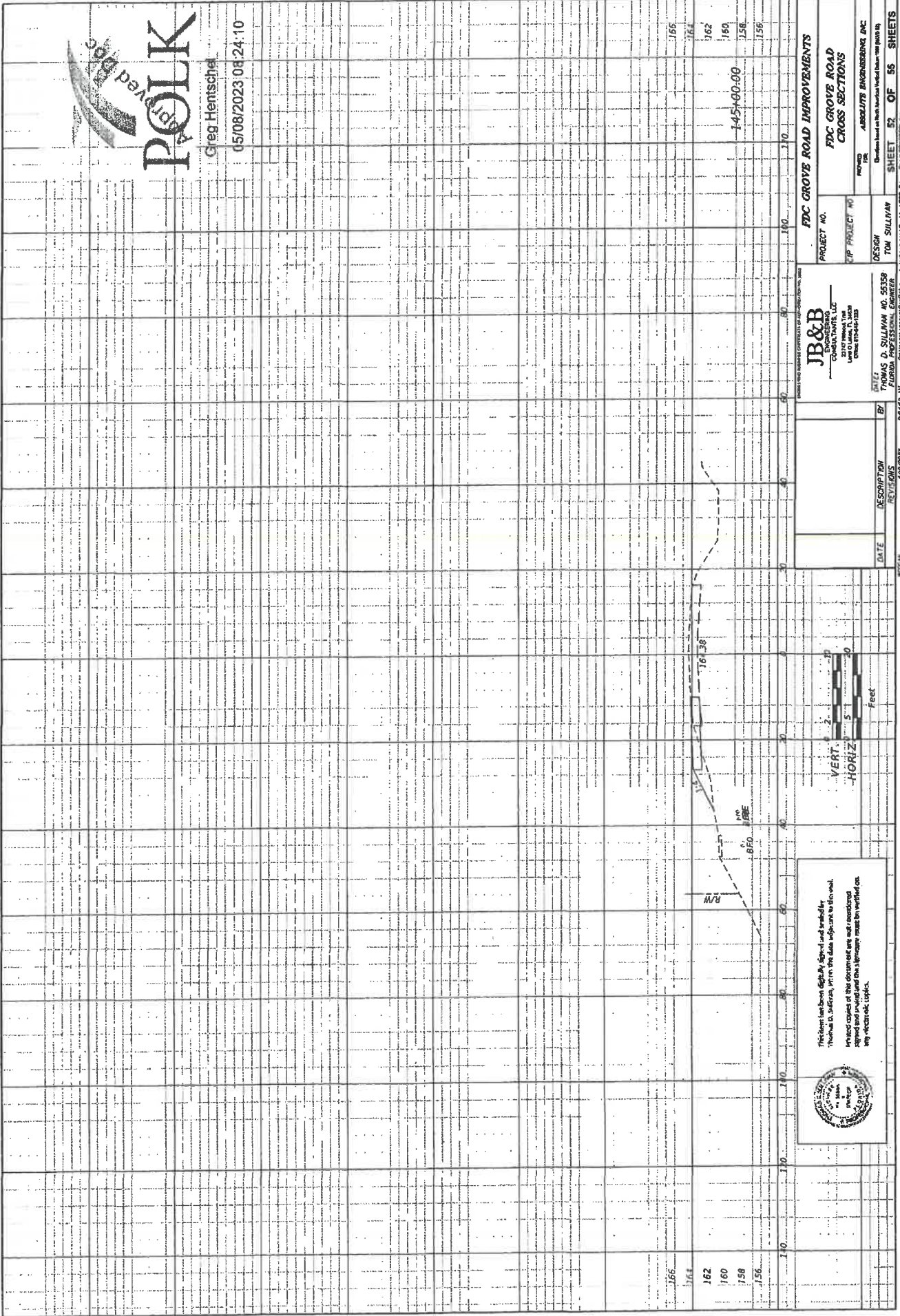


VERT. 1" = 10'
HORIZ. 1" = 40'

DATE: 05/08/23
DESCRIPTION: FDC GROVE ROAD IMPROVEMENTS
BY: TDS

JB&B
ENGINEERING, LLC
3147 Thomas Way
Lakeland, FL 33809
888.888.8888

PROJECT NO. 21P PROJECT NO.
DESIGN: TOM SULLIVAN
FDC GROVE ROAD IMPROVEMENTS
CROSS SECTIONS
SHEET 51 OF 55 SHEETS



Approved by:
POLK
Greg Hentschel
05/08/2023 08:24:10

This document has been digitally signed and sealed by
Thomas D. Sullivan, P.E.
Printed copies of this document are not considered
valid unless they are accompanied by the digital
signature and seal.

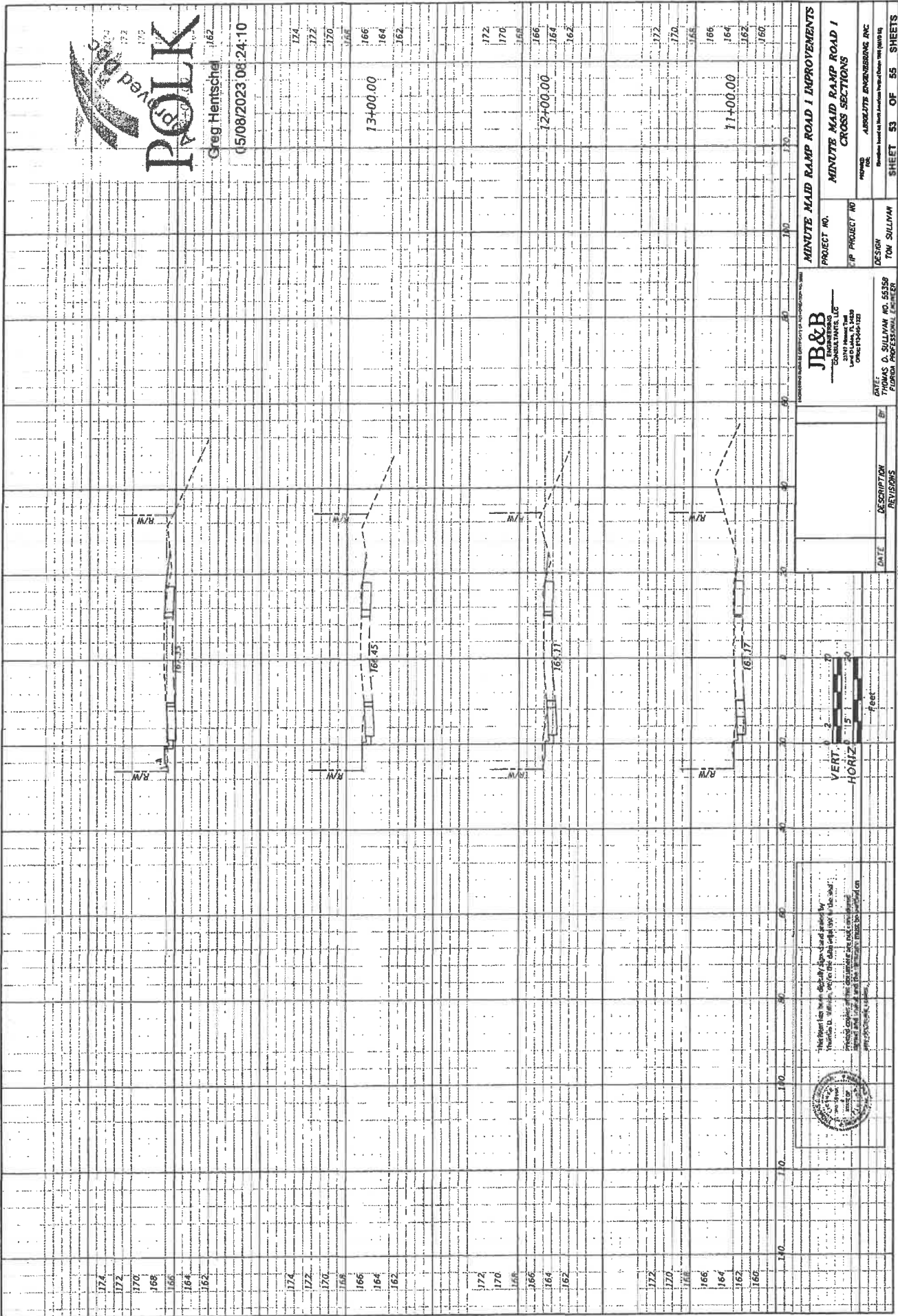


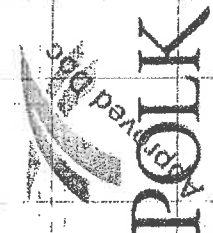
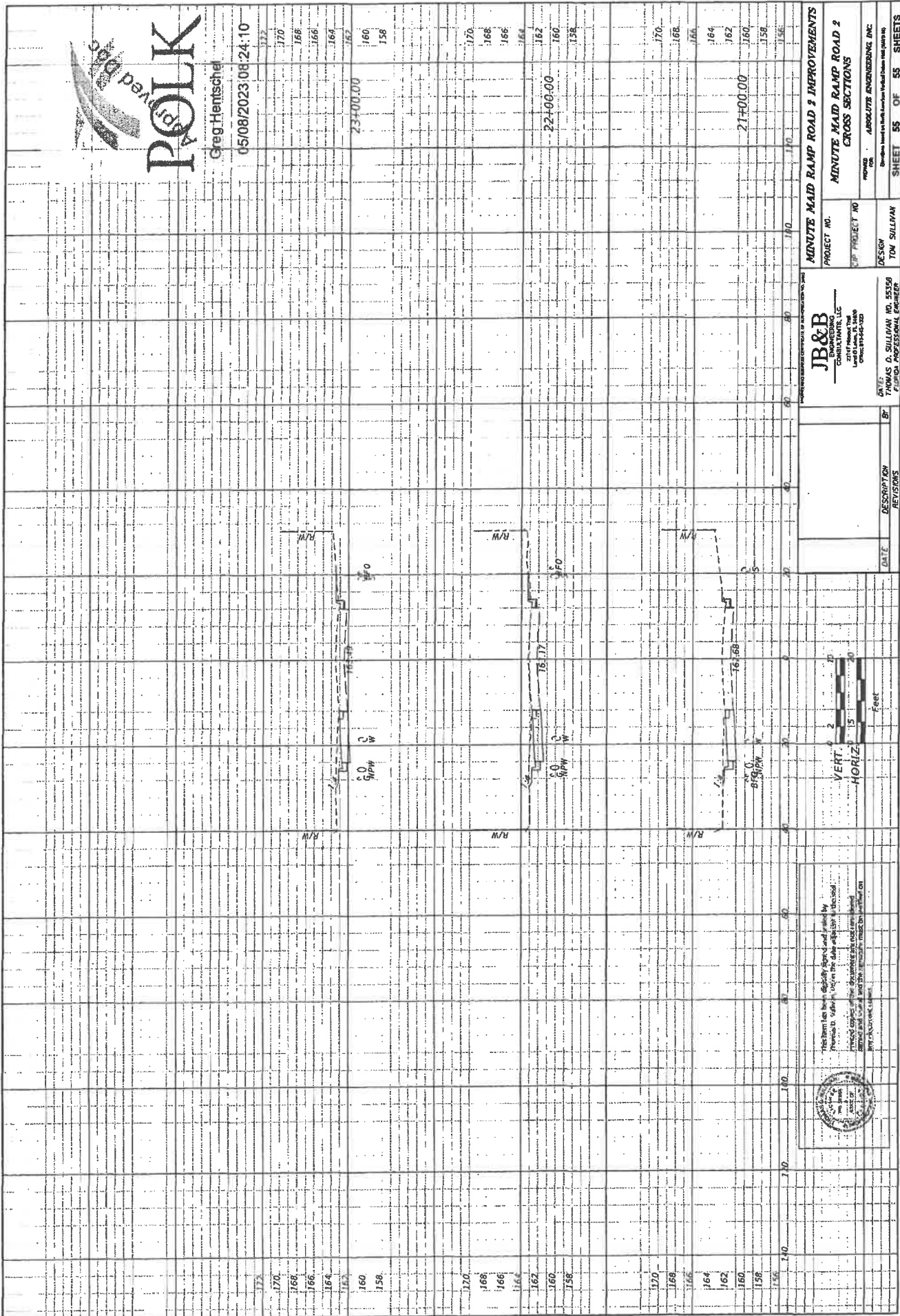
VERT. 2' = 10'
HORIZ. 1" = 40'
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DATE: 05/15/23
DESCRIPTION: FDC GROVE RD IMPROVEMENTS
BY: [Signature]

JB&B
THOMAS D. SULLIVAN, P.E.
2317 FINEST TOWN
LITTLE ROCK, AR 72205
501-225-0000

FDC GROVE ROAD IMPROVEMENTS
PROJECT NO. [Blank]
SHEET 52 OF 55 SHEETS
DESIGN: TOM SULLIVAN
CHECKED: [Blank]
DATE: 05/08/2023





Greg Hentschel

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JB&B ENGINEERING CONSULTANTS, LLC 1000 N. W. 10th Ave. Suite 100 Fort Lauderdale, FL 33304 Phone: 954-561-1200		MINUTE MAID RAMP ROAD 2 IMPROVEMENTS PROJECT NO. _____ SHEET 55 OF 55 SHEETS	
DATE: 4/12/2023 DESCRIPTION: REVISIONS		DESIGN: TOM SULLIVAN CHECKED: _____ APPROVED: _____	
BY: _____ TITLE: _____		PROJECT NO. _____ CROSS SECTIONS	

This plan has been carefully checked and approved by the Professional Engineer, and it is hereby certified that the same are true and correct as shown on the drawings.

PRINTED AND COPIED BY THE ENGINEER'S FIRM OR BY ANOTHER FIRM UNDER THE SUPERVISION OF THE ENGINEER.

4/12/2023

SPECIFICATIONS FOR DESIGN AND INSTALLATION
OF TRAFFIC CONTROL DEVICES ON FDOT & POLK COUNTY ROADS

1) Purpose:

These specifications have been developed to provide developers with a uniform system for installation of traffic control devices on the FDOT & POLK County road system. A uniform system provides for reduced maintenance costs and a high standard of visibility for drivers. All required traffic control devices shall be installed by the developer of the project.

2) Florida State Statute 316.0745:

2.1) Any and all traffic control devices installed on the FDOT & POLK County road system shall conform to Florida State Statute 316.0745, Uniform Signs and Signals Act. The Department of Transportation (FDOT) Specifications. The FDOT & POLK County has adopted the Federal Manual on Uniform Traffic Control Devices as the standards to be used in the State of Florida.

3) Pavement Markings:

3.1) All pavement markings shall be thermoplastic, raised pavement markings shall be class "B".
3.2) Pavement markings and raised pavement markers shall be installed on all roads classified other than residential with an ADT greater than 500 vehicles, or if other conditions exist that require pavement markings. (see M.U.T.C.D. Section 3B-1).

4) Traffic Control Signs:

4.1) All sign blanks shall be of a type currently certified by the FDOT for use in the State of Florida.
4.2) All sign faces shall be High Intensity grade and of a type currently certified by the FDOT for use in the State of Florida.
4.3) All signs shall be no less than the standard size as specified by the Federal Manual on Uniform Traffic Control Devices. No minimum size signing shall be accepted.
4.4) Larger signs shall be used when required by design speed, etc.
4.5) Street name signs shall be 6" on local roads, and 9" on collector and arterial roads.
4.6) Six inch signs shall have 4" series C letters and 9" signs shall have 6" series B letters.
4.7) Street name signs shall be white on black background with white letters and border. All signs shall be mounted with white letters and border. At intersections with FDOT & POLK County maintained roads, the FDOT & POLK County maintained road shall be green background with white letters and border. Street name sign brackets for 6" signs 30" long or less, or 9" signs 24" long or less, shall have a 5 inch blade or cross. All other street name signs shall be mounted with brackets with a 12 inch blade or 8 inch cross. All street name sign brackets shall be supplied with bolts, set screws will not be accepted.
4.8) On roads to be maintained by FDOT & POLK County, all signs other than street names shall be date coded with a yellow reflective label affixed to the back of the sign. It will be punched to show month, day and year of installation (See Sample Label). Alternate label designs providing the date code information may be used if a sample is submitted and approved by FDOT & POLK County prior to installation.
Sample Label: size 2' x 4'

WARNING

REMOVAL OF, OR DEFACING ANY TRAFFIC CONTROL
DEVICE IS PUNISHABLE BY FINE AND/OR IMPRISONMENT
REPORT DAMAGE BY CALLING (727) 847-2411

INSTALLED

J F M A M J J A S O N D
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01 02 03 04 05 06 07 08 09

4.6) All post systems, mounting brackets and hardware shall be of a type currently in use by the FDOT & POLK County Public Works Department and currently certified by the Florida Department of Transportation for use in the State of Florida. Alternative systems, etc., shall only be used if approved by the FDOT & POLK County Engineer.

5) Certification of materials:

5.1) All traffic control devices and materials shall be on the current FDOT APPROVED PRODUCTS LIST. Proof of certification is required for all traffic control devices.
5.2) A Traffic Control Devices Submittal Data Form shall be submitted to the Engineer for approval prior to installation of any traffic control device. No traffic control device shall be installed until the certification submittal has been approved by the Traffic Operations Division. These forms are available from the Traffic Operations Division. Copies of the approved Traffic Control Devices Submittal Data Form shall be sent to the contractor and the Engineering Inspections Division.

6) Traffic Control Devices Plans:

6.1) A detailed set of plans for required traffic control devices shall be submitted for all road construction, site development, subdivision, and Right-of-Way Use Permits. These plans shall be in conformance with FDOT design standards. All plans shall be signed and sealed by a registered professional engineer in the State of Florida.
6.2) A Traffic Control Devices Submittal Data Form shall be submitted to the Engineer for approval prior to installation of any traffic control device. No traffic control device shall be installed until the certification submittal has been approved by the Traffic Operations Division. These forms are available from the Traffic Operations Division. Copies of the approved Traffic Control Devices Submittal Data Form shall be sent to the contractor and the Engineering Inspections Division.

7) Cost Estimate:

An engineer's cost estimate shall be required for all proposed traffic control devices. The estimate shall be provided in conjunction with the Traffic Control Devices Submittal Data Form (See Section 5.2).

8) Inspection and Acceptance:

8.1) Upon completion of the installation of the traffic control devices, the contractor shall call the Engineering Inspections Division for an inspection at (813) 635-3405.
8.2) The inspection shall be made by the Engineering Inspections Division within 48 hours (two working days) of the request.
8.3) An inspection report shall be made by the Engineering Inspections Division. Copies of the report shall be sent to the Engineer and the developer.
8.4) No roadway shall be open to the public until all traffic control devices have been inspected and accepted by FDOT & POLK County.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSAL OF ALL SIGNS THAT ARE TO BE PERMANENTLY REMOVED IN THIS PROJECT.

10. ALL SIGN POSTS WHICH ARE EMBEDDED IN ASPHALT OR CONCRETE SHALL BE REMOVED AND REPAIRED IN AN ACCORDANCE WITH FDOT INDEX 11800 AND 11350.1. ALL SIGN POSTS SHALL BE

11. ALL EXISTING SIGNS WITHIN THE LIMITS OF PROJECT ARE TO REMAIN UNLESS A CHANGE IS NOTED IN THE PLANS. THE COST OF REMOVAL IS TO BE INCLUDED IN THE BIDDING PRICE.

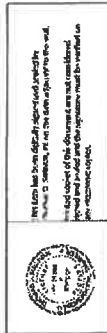
12. THE CONTRACTOR SHALL VERIFY GROUND ELEVATIONS AND SUPPORTS IN THE FIELD BEFORE FABRICATION.

13. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.

Greg Hentschel

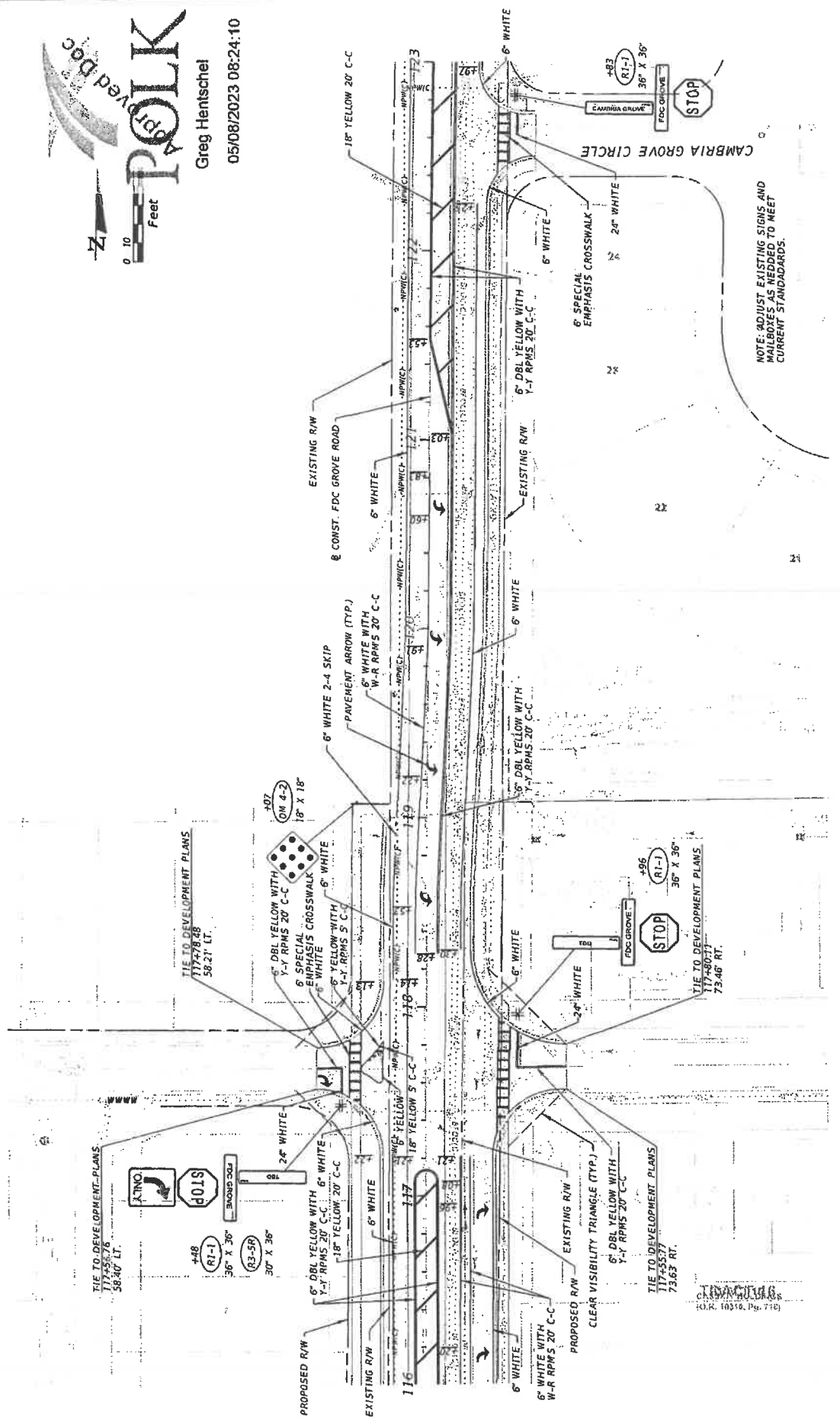
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JB&B ENGINEERING 2020 W. UNIVERSITY BLVD. SUITE 100 LAKE CHARLES, LA 70601 PHONE: 504.636.1000		FDG GROVE ROAD IMPROVEMENTS	
PROJECT NO.		SIGNING AND PAVEMENT MARKINGS GENERAL NOTES	
PROJECT NO.		PROJECT NO.	
DESIGN		DESIGN	
THOMAS D. SULLIVAN NO. 55358 FLORIDA PROFESSIONAL ENGINEER		THOMAS D. SULLIVAN	
DATE		SHEET 5-1 OF 8-16 SHEETS	
BY		SHEET 5-1 OF 8-16 SHEETS	
DESCRIPTION		SHEET 5-1 OF 8-16 SHEETS	
REVISIONS		SHEET 5-1 OF 8-16 SHEETS	
DATE		SHEET 5-1 OF 8-16 SHEETS	

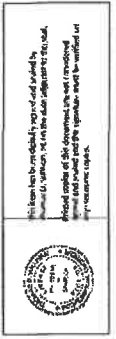


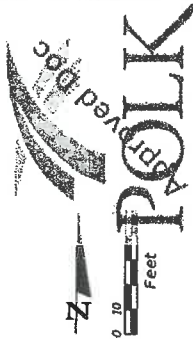


Greg Hentschel
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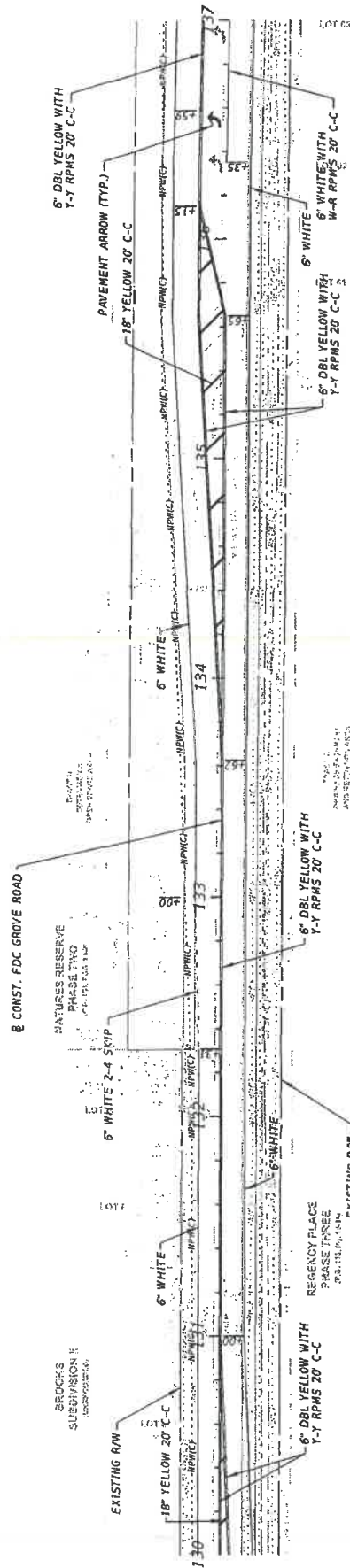
JB&B ENGINEERING 23717 Main St. #100 Land O' Lakes, FL 33495 (813) 947-0000		FDC GROVE ROAD IMPROVEMENTS PROJECT NO. _____ EIP PROJECT NO. _____ DESIGNER: _____ DATE: _____	
SIGNING & PAVEMENT MARKING PLAN SHEET (P) STA. 116+00.00 TO STA. 118+00.00 PREPARED BY: _____ ABSOLUTE ENGINEERING, INC. 10000 South US Highway 1 Fort Worth, TX 76116		PROJECT NO. _____ EIP PROJECT NO. _____ DESIGNER: _____ DATE: _____ THOMAS D. SULLIVAN NO. 55358 FLORIDA PROFESSIONAL ENGINEER 4/12/2023	
DATE: _____ DESCRIPTION: _____ REVISIONS: _____ BY: _____		SHEET 5-10 OF 5-16 SHEETS 15523 J4	



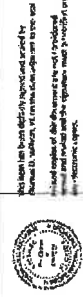


Greg Hentschel

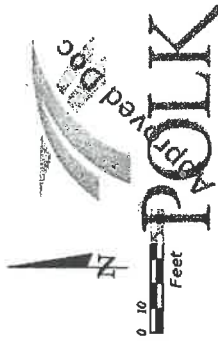
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JB&B CONSULTANTS, LLC 14001 Lake N. Shore Odessa, FL 33464-1000		FDC GROVE ROAD IMPROVEMENTS PROJECT NO. _____ SHEET 5-12 OF 5-16 SHEETS	
DATE	DESCRIPTION	BY	DATE
4/12/2023	REVISIONS		
DESIGN: THOMAS D. SULLIVAN, NO. 55359 PROFESSIONAL ENGINEER FLORIDA		SIGNING & PAYMENT MARKING PLAN SHEET 010 STA. 135+00.00 TO STA. 137+00.00 PREPARED: ABSOLUTE ENGINEERING, INC. DATE: 05/08/2023	

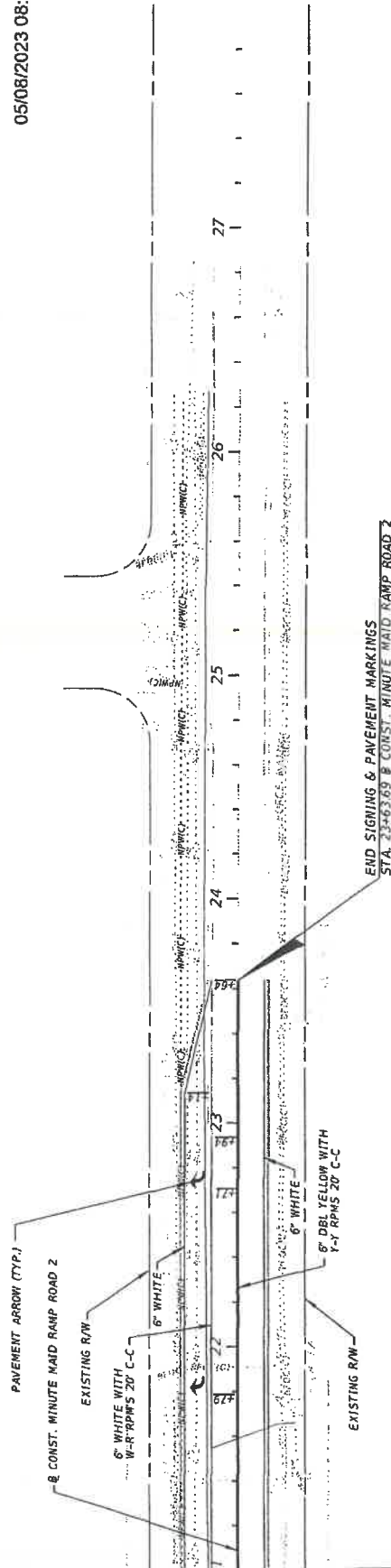


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LEGEND:



LIMITS OF MILLING
AND RESURFACING

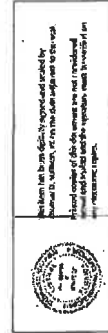


PIPE FLOW DIRECTION




CURB FLOW DIRECTION
(GRADE CURB TO FLOW)

MATCHLINE STA. 11+00.00
SEE SIGNING & PAVEMENT
MARKING PLAN SHEET (12)
SHEET S-13 OF S-16



JB&B ENGINEERING CONSULTANTS, LLC 1400 O. JAMES ST., SUITE 200 ORLANDO, FL 32804-4000 PHONE: 407-546-4000		PROJECT NO. MINUTE MAID RAMP ROAD 2 IMPROVEMENTS
DATE 4/10/2023	BY THOMAS D. SULLIVAN	PROJECT NO. MINUTE MAID RAMP ROAD 2 IMPROVEMENTS
DESCRIPTION REVISIONS	DESIGN THOMAS D. SULLIVAN	PROJECT NO. MINUTE MAID RAMP ROAD 2 IMPROVEMENTS
DATE 4/10/2023	BY THOMAS D. SULLIVAN	PROJECT NO. MINUTE MAID RAMP ROAD 2 IMPROVEMENTS
SHEET S-16 OF S-16 SHEETS		PROJECT NO. MINUTE MAID RAMP ROAD 2 IMPROVEMENTS



 Approved by **POLK**

 Greg Hentschel

 05/08/2023 08:24:10

(BEARING BASIS)

18' X 18'
 4-2
 4-2

EXISTING R/W

FELTRIM RESERVE
 PLAT BOOK 176
 PAGES 11-13

FLOOD ZONE "AE"
 (FEI EN-132.0
 PER LOMR 16-09-1618P)

6' DBL YELLOW WITH
 Y-Y RPWS 20' C-C

8 CONST. FDC GROVE ROAD

6' WHITE

6' WHITE


EXISTING R/W

FELTRIM RESERVE
 PLAT BOOK 176
 PAGES 11-13

FLOOD ZONE "X"

FELTRI PLAT PAG

NOTE: ADJUST EXISTING SIGNS AND
 MAILBOXES AS NEEDED TO MEET
 CURRENT STANDARDS.



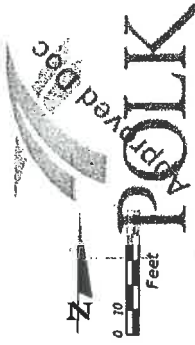
 I hereby certify that the design and construction of the project shown on this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Florida.

JB&B CONSULTANTS LLC 2217 REMOND TRAIL LAKE OAKS, FL 32909 (407) 948-0000		FDC GROVE ROAD IMPROVEMENTS	
DATE	THOMAS D. SULLIVAN NO. 55358	PROJECT NO.	SIGNING & PAVEMENT
DATE	7/2/2023	PROJECT NO.	MARKING PLAN SHEET 03
DATE	7/2/2023	PROJECT NO.	STA. 4900.00 TO STA. 5604.00
DATE	7/2/2023	PROJECT NO.	ASBESTOS REMEDIATION, INC.
DATE	7/2/2023	PROJECT NO.	DESIGN
DATE	7/2/2023	PROJECT NO.	TOM SULLIVAN
DATE	7/2/2023	PROJECT NO.	SHEET 03 OF 0-16 SHEETS

NOTE: ADJUST EXISTING SIGNS AND MAILBOXES AS NEEDED TO MEET CURRENT STANDARDS.

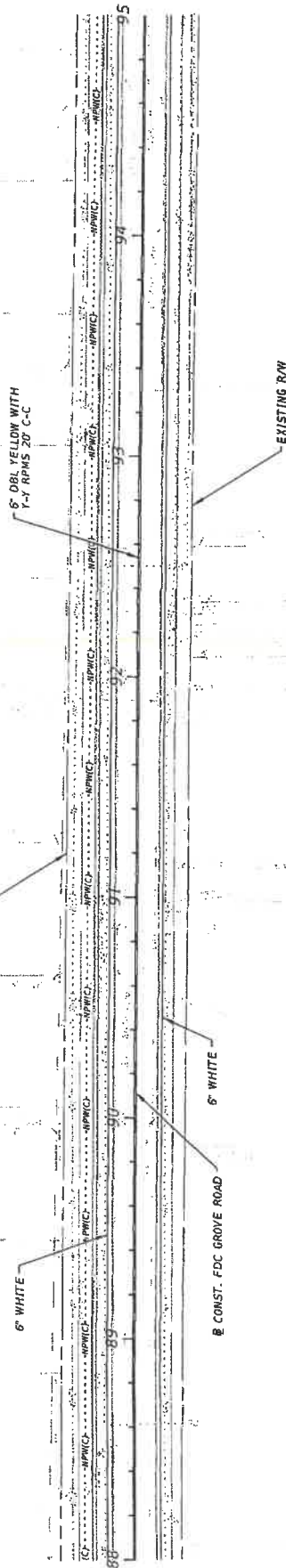


... learn how to use digital tape and record by
James D. Sullivan, NBS's chief engineer in the
physical sciences of the department's new "physical
science and technical standards" division, which
will coordinate efforts.



Greg Hentschel

05/08/2023 08:24:10

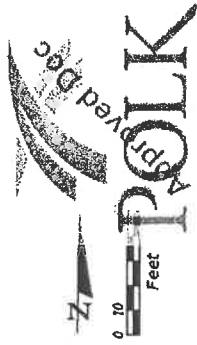


NOTE: ADJUST EXISTING SIGNS AND
MARKINGS AS NEEDED TO MEET
CURRENT STANDARDS.



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DATE		4/12/2023	9:55:07 AM	PC/MW
DATE	DESCRIPTION	BY	DATE	
	REVISIONS			
PROJECT NO.		FDC GROVE ROAD IMPROVEMENTS		
PROJECT NO.		SIGNING & PAVEMENT MARKING PLAN SHEET 63		
PROJECT NO.		STA. 88+00.00 TO STA. 94+00.00		
PROJECT NO.		DESIGN		
PROJECT NO.		TOM SULLIVAN		
PROJECT NO.		SHEET 5-6 OF 5-16 SHEETS		

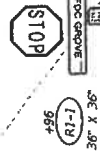


Greg Hentschel

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HOLLY HILL GROVE 2 ROAD

HOLLY HILL GROVE 2 ROAD



+36
36" X 36"
R1-1

FLORIDA
DEVELOPMENT
COMPANY

(P.B. 3) (S.E. 50-63)
+402
OM 4-2
18" X 18"

18" YELLOW 20' C-C
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Y-Y RPMS 20' C-C
FUTURE SIGNAL POLE
SEE NOTE 2 6" WHITE

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6" WHITE

6" DBL YELLOW WITH
Y-Y RPMS 20' C-C
24" WHITE

EXISTING R/W
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W-R RPMS 20' C-C

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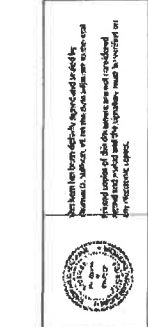
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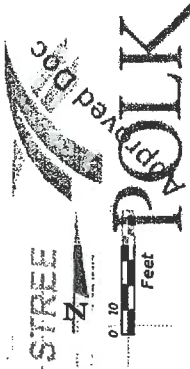
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NOTE: ADJUST EXISTING SIGNS AND
MAILBOXES AS NEEDED TO MEET
CURRENT STANDARDS.

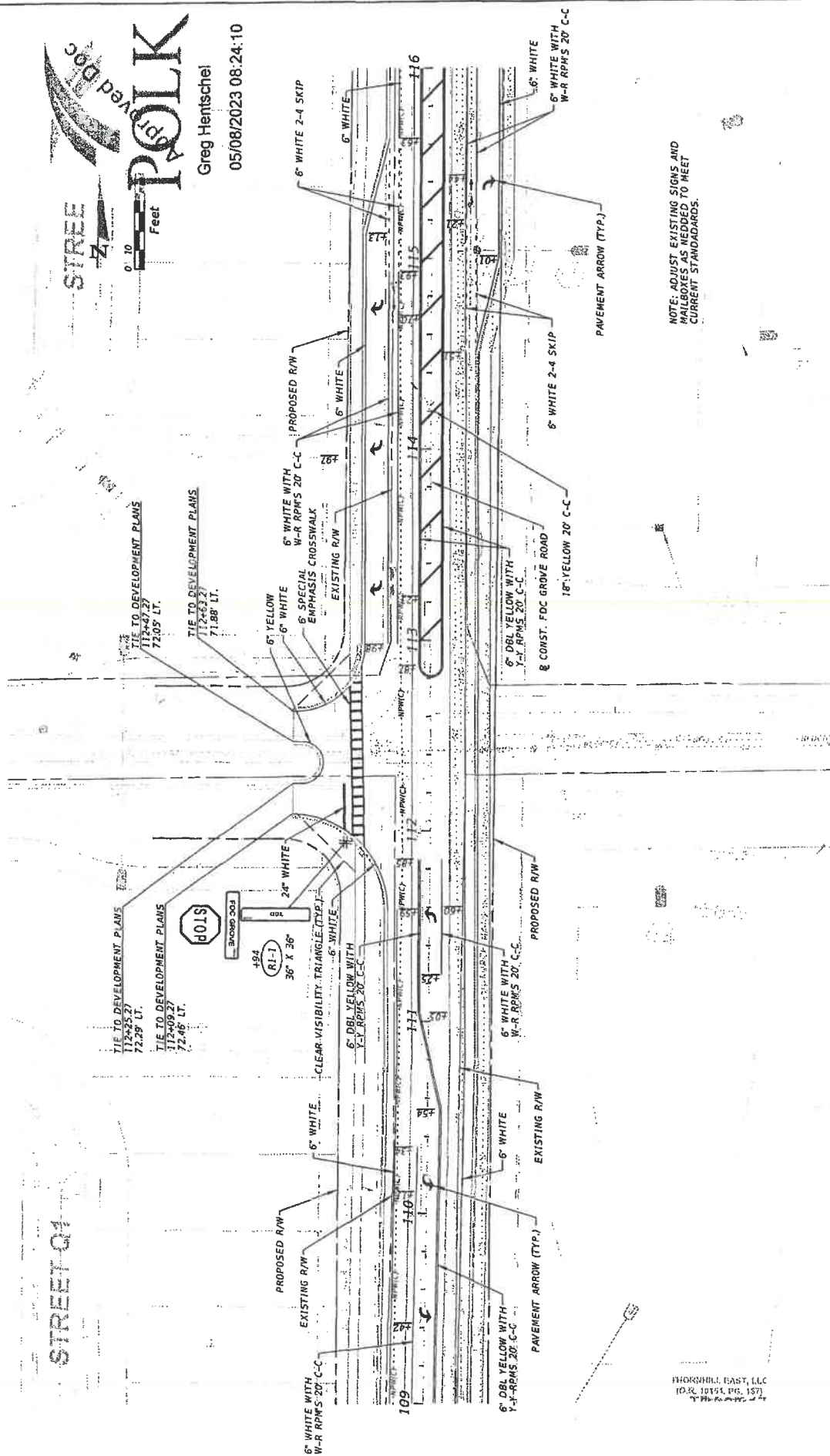
NOTE 2: SIGNAL POLES ARE
SHOWN FOR INFORMATION ONLY
SEE SIGNAL PLANS FOR DETAIL



<p>JB&B ENGINEERING CONSULTANTS, LLC 1400 N. W. 10th Ave. Suite 1000 Fort Lauderdale, FL 33304 Phone: 954-565-0000 Fax: 954-565-0001</p>	<p>PROJECT NO. SIGNING & PAVEMENT MARKING PLAN SHEET (6) STA. 9400</p>
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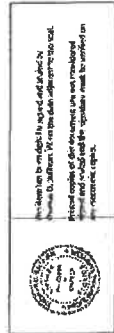
Greg Hentschel
05/08/2023 08:24:10



NOTE: ADJUST EXISTING SIGNS AND
MAILBOXES AS NEEDED TO MEET
CURRENT STANDARDS.

INNOVATION, EAST, LLC
10.0, 10.15, 10.15, 10.15

FDC GROVE ROAD IMPROVEMENTS	
PROJECT NO.	SIGNING & PAVEMENT MARKING PLAN SHEET 00
PROJECT NO.	STA. 10900.00 TO STA. 11600.00
DESIGN	ABSOLUTE ENGINEERING, INC.
DATE	05/08/2023
DESIGNER	TOM SULLIVAN
DATE	05/08/2023
DESIGNER	THOMAS D. SULLIVAN, NO. 55358 FLORIDA PROFESSIONAL ENGINEER
DATE	05/08/2023
DESIGNER	THOMAS D. SULLIVAN, NO. 55358 FLORIDA PROFESSIONAL ENGINEER
DATE	05/08/2023
DESIGNER	THOMAS D. SULLIVAN, NO. 55358 FLORIDA PROFESSIONAL ENGINEER



This drawing has been prepared by the undersigned and is a true and correct copy of the original. It is the responsibility of the undersigned to ensure that the drawing is in accordance with the specifications and standards of the State of Florida. The undersigned is not responsible for any errors or omissions in this drawing.

Exhibit “D-2”
Additional Improvements Cost Estimate

Exhibit D-2

FDC Grove Road - Additional Items Requested by the County			
<i>Responsibility</i>	<i>Map ID</i>	<i>Description</i>	<i>Total Cost</i>
County	A1	FDC North of Park Place - Bike Lanes (1,250 lf)	\$ 30,829.27
County	A2	H.H. Tank to Sand Hill - Full Section (1,500lf)	\$ 848,491.35
County	A2-B	Mill & Resurface (59+30.41 - 72+44)	\$ 243,757.73
County	B	S. of HHG1 - Bike Lane (625lf)	\$ 20,008.53
County	B-C	Mill & Resurface (79+73 - 86+00)	\$ 231,126.95
County	C1	HHG1 to HHHG2 - Full section & shoulder (Sta 86-96) and storm on HHGR1 to western outfall	\$ 1,158,726.96
County	D1B	HHG2 to MMR1 - Bike Lanes (Sta 99-106 Bike Lanes)	\$ 77,754.08
County	D2B	HHG2 to MMR1 - Bike Lanes (Sta 106-119 Bike Lanes)	\$ 158,665.65
County	E1B	Cambria Frontage - Bike Lanes (Sta 119-123 Bike Lanes)	\$ 30,224.29
County	F2B	Bike Lanes (Station 132-145)	\$ 81,601.45
County	F4	WB RT on MMRR2	\$ 323,748.79
		Engineering D/P & CA	\$ 192,000.00
		Construction Management	\$ 190,000.00
		<i>Subtotal</i>	\$ 3,586,935.05
		<i>Contingency (15%)</i>	\$ 538,040.26
		Cash Reimbursement (100%)	\$ 4,124,975.31

Note: The above costs are based on current pricing estimates and contractor bids.

Heather E. Wertz, PE
Registered FL PE 54691

Exhibit “D-3”

Holly Hill Grove Road 2 Improvements Cost Estimate



**ABSOLUTE
ENGINEERING, INC.**

**HOLLY HILL GROVE ROAD 2
ROADWAY IMPROVEMENTS**
Schedule of Estimated Quantities and Unit Prices
Bid Summary

		ENGINEER'S ESTIMATE
DEVELOPER IMPACT FEE CREDITABLE		
SURVEY.....	\$	6,050.00
ENGINEERING.....	\$	31,500.00
CONSTRUCTION MANAGEMENT.....	\$	50,000.00
CONSTRUCTION IMPROVEMENTS.....	\$	290,944.33
CONTINGENCY (15%).....	\$	43,641.65
TOTAL DEVELOPER IMPACT FEE CREDITABLE:	\$	422,135.97
APARTMENTS		
CONSTRUCTION IMPROVEMENTS (APARTMENTS).....	\$	277,827.30
CONTINGENCY (15%).....	\$	41,674.10
TOTAL (APARTMENTS):	\$	319,501.40

The principle items of work and quantities shown herein are approximate only and are furnished solely for the purpose of showing the approximate scope of work to be performed. The Contractor shall examine the site of the work and shall inform himself fully in regard to all conditions pertaining to the place where the work is to be done. It is the Contractor's responsibility to perform his own quantity take-off and shall submit his bid showing the items of all work, unit prices and lump sum price for all work called for in the plans, specifications and contract documents based on his assessment of the work to be performed. No claim shall be made against Absolute Engineering, Inc., nor the Owner for any errors or omissions in the Contractor's items of work and quantities, and the unit prices shall only be used as a basis of payment to items specifically added or deleted upon change order approved by Owner and Engineer, and as a basis for computing partial pay estimates when called for in the contract.

NOTE: Unit prices for all underground construction shall include all costs necessary to comply with the "TRENCH SAFETY ACT" and conform with all Occupational Safety and Health Administration (OSHA) regulations.

Contractor's Name: (Typed or Printed) _____ Address: _____
By _____ Telephone No.: _____
(Signature)

Title: _____

HOLLY HILL GROVE ROAD 2 ROADWAY IMPROVEMENTS

CONSTRUCTION IMPROVEMENTS

Item No.	Description	Unit	Estimated Engineer's Quantity	Weighted Unit Average Price	Estimated Total Amount
DEVELOPER IMPACT FEE CREDITABLE					
	Mill (1"-1 ½") of Existing Pavement - Shift Crown 4' to North	SY	3,694	\$ 3.75	\$ 13,852.13
	Saw-Cut and Match Existing Pavement	LF	1,845	\$ 6.00	\$ 11,070.24
	Remove and Dispose Curb & Gutter	LF	1,661	\$ 10.00	\$ 16,614.10
	Remove and Dispose Curb Inlet Top	EA	2	\$ 1,500.00	\$ 3,000.00
	Remove and Dispose Asphalt Apron	SY	30	\$ 9.50	\$ 288.71
	Furnish and Install 18" RCP	LF	31	\$ 100.00	\$ 3,100.00
	Furnish and Install Type P Manhole Top	EA	2	\$ 4,500.00	\$ 9,000.00
	Furnish and Install P6 Curb Inlet (4' Diameter)	EA	2	\$ 14,500.00	\$ 29,000.00
	1 ½" Asphaltic Surface Course (Type FC-9.5)	SY	4,441	\$ 20.25	\$ 89,932.68
	2" Asphaltic Surface Course (Type SP-9.5) @ 4' Widening	SY	747	\$ 22.50	\$ 16,812.45
	8" Limerock Base Course (LBR____) @ 4' Widening	SY	747	\$ 26.50	\$ 19,801.33
	12" Compacted Subgrade @ 4' Widening	SY	747	\$ 18.50	\$ 13,823.57
	Concrete Miami Curb (Type A) **	LF	740	\$ 25.00	\$ 18,501.25
	Signing & Striping	LS	1	\$ 60,000.00	\$ 60,000.00
				TOTAL	\$ 290,944.33
APARTMENTS					
	Relocate Utility Poles	EA	2	\$ 27,000.00	\$ 54,000.00
	Remove and Dispose Asphalt Apron	SY	95	\$ 9.50	\$ 898.99
	1 ½" Asphaltic Surface Course (Type FC-9.5)	SY	2,271	\$ 20.25	\$ 45,987.75
	2" Asphaltic Surface Course (Type SP-9.5)	SY	2,271	\$ 22.50	\$ 51,097.50
	8" Limerock Base Course (LBR____)	SY	2,271	\$ 26.50	\$ 60,181.50
	12" Compacted Subgrade @ Turn Lane Widening, Eastern Entrance, & Country Walk Entrance	SY	2,303	\$ 18.50	\$ 42,605.32
	Concrete Miami Curb (Type A) **	LF	922	\$ 25.00	\$ 23,056.25
	Concrete Curb (Type F) **	LF	181	\$ 27.00	\$ 4,888.08
				TOTAL	\$ 277,827.30

* The contractor shall base his bid on constructing the soil cement base with full blend borrow material with a minimum seven (7) day compressive strength of 300 psi for _____ inch (") soil cement base. If additional cement material is required at the time of construction due to the contractor wanting to mix when slightly excessive moisture is present or if "wet spots" are encountered, then the contractor is responsible for the additional cost.

** All cost for stabilization under curb shall be included in the unit price for the curb.

By: MT
 Checked: MT
 Engineer: HW



Polk County
Board of County Commissioners

Agenda Item Q.11.

6/17/2025

SUBJECT

Approve contract with CDW-G for Microsoft Office 365 Managed Professional Services for the Clerk of the Courts (One-time cost: \$5,950, in addition to annual cost: \$101,400)

DESCRIPTION

County IT Staff have been working with the Clerk of the Courts on a project to migrate all Clerk employees to their own Microsoft Office 365 Environment. The final part of this project involves twelve months of managed professional services with CDW-G to support and optimize operations within the new environment.

Historically, the County and the Clerk of Courts have shared email services in order to capitalize on cost savings and operational efficiencies. This shared arrangement made sense when email was hosted on-premises, as it allowed both organizations to reduce expenses by sharing server hardware and administrative overhead.

However, with the migration of email services to Microsoft Office 365, those cost-based efficiencies no longer apply. Whether one or two tenants are maintained in Office 365, the pricing structure remains largely the same. At the same time, continuing to co-mingle the County and Clerk of Courts within a single Office 365 tenant introduces heightened security risks-particularly around data segregation, access controls, and compliance.

To address these concerns, County and Clerk IT teams have partnered on a project to migrate the Clerk of Courts to a separate, standalone Office 365 environment. This move not only improves security and autonomy for both entities but also provides the Clerk with the opportunity to adopt their new .gov domain, further enhancing trust and credibility in digital communications.

As the final step in this transition, the County is funding a twelve-month managed professional services contract to support the Clerk's IT team. This engagement ensures the Clerk has access to expert guidance and operational support as they become self-sufficient in managing their own infrastructure and Office 365 environment.

RECOMMENDATION

Recommend the Board's Approval and signature on the attached contract with CDW-G for Microsoft Managed Services.

FISCAL IMPACT

There is a one-time fee of \$5,950 associated with these professional services plus monthly fees of \$8,450 (\$101,400 annually). Funds for this project will be budgeted in the IT Technical Services Operating Funds budget; no additional funds are being requested.

CONTACT INFORMATION

Name: David Palmer

Title: Information Technology Director

Division: Information Technology

Phone: (863) 534-7500

E-mail Address: DavidPalmer@Polk-County.net

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Noah Milov

From: Grant Ewert, Drawer No. AS04

Dept: IT Ext. 7580

Date: 03/17/2025

Request (in detail): _____

Please review the attached contract between the county and CDW-G. This will be for managed professional services to follow the divestiture project that we are completing with them. That divestiture SOW was recently reviewed and signed by the County Manager.

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:

Assign to: Noah

Date: 3/17/25

County Attorney Project No.: 25-232

Logged out: 4/3/25

- Changes on Pg 11



STATEMENT OF WORK

Project Name:	Polk County Clerk of Courts- Managed 365 Services	Seller Representative:
Customer Name:	Polk County, A Political Subdivision of the State of Florida	Anson Hira
CDW Affiliate:	CDW Government LLC	+1 (689) 2726088 anson.hira@cdwg.com
Date:	April 30, 2025	Solution Architect: James Williams
Drafted By	Michelle Caron	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and Polk County, A Political Subdivision of the State of Florida (“**Customer**,” and “**Client**,”).

This SOW shall be governed by that certain Sourcewell Vendor Agreement 071321#CDW between CDW Government LLC and Sourcewell effective November 13, 2021 (the “**Agreement**”) If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

The term “**Services**” shall collectively refer to those managed services purchased under this SOW and as detailed in the Exhibits.

SOW LIST OF EXHIBITS ARE INCORPORATED AS PART OF THIS SOW HEREIN:

- Exhibit A – Recurring Services Fees
- Exhibit B – SLA Performance Standards
- Exhibit C - Customer Provided Infrastructure
- Exhibit D – Services Roles and Responsibilities
- Exhibit E – Seller Glossary of Defined Terms
- Exhibit F - Extended End of Life Support

Provide monitoring, daily operations, management, administration, incident support, service request support, problem management, thought leadership, architectural guidance, reporting, change management and engagement management services for the following Microsoft 365** tenant workloads:

1. Microsoft Exchange Online (EXO)
2. Microsoft EntraID (Azure Active Directory (AAD)) identity and access management*

3. Microsoft SharePoint Online (SPO)
4. Microsoft 365 Microsoft Security and Compliance* (Microsoft Defender Security and Microsoft Purview Compliance) *
5. Hybrid – Exchange On-premises Servers
6. Hybrid – Entra Connect

**As it relates to the in-scope Microsoft 365 workloads, native functionality*

*** Microsoft may rename and rebrand workloads. This service catalog reflects workload names and functionality at the time of signing and applies to functionality that remains unchanged regardless of workload brand name changes.*

Provider to focus on the in-scope responsibilities and do not include end user help desk services (first call to help desk, hands-on device support, client application support).

Below is the Service Catalog for services that Provider will provide, and the items listed under Provider are in-scope for Provider to complete. The items listed under the Client are out-of-scope for Provider and the Client is responsible for those items.

Any services not listed or not included as in-scope are considered out-of-scope.

SERVICE CATALOG

SCOPE OF SERVICES

Responsibility Description for Microsoft 365		Client	Provider
0	On-Boarding – Microsoft 365 Services		
0.1	Provide architectural and environmental information regarding the Microsoft 365 environment	✓	
0.2	Review architectural and environmental information regarding the Microsoft 365 environment		✓
0.3	Add/Remove Provider resources in the Client Microsoft 365 technical contact distribution list	✓	
0.4	<p>Provide Provider resources administrator roles assigned to access and manage the Client's Microsoft 365 tenant. These roles are as follows, but are not limited to:</p> <ul style="list-style-type: none"> • Compliance Administrator role • Directory Reader role • Exchange Admin (Organizational Management) role • Global Reader role • Groups Admin role • Message Center privacy reader role • Message Center reader role • Reports Reader role • Search Admin role • Security Administrator role • Security Reader role • Service Support Admin role • SharePoint Admin role • User Admin role <p>Client will provide Provider sufficient access to perform in-scope tasks and functions.</p>	✓	

0.5	Provide federation of Client Microsoft Teams domains with Provider Microsoft Teams domains	✓	
0.6	Provide governance plan for each Microsoft 365 workload	✓	
0.7	Review governance plan for each Microsoft 365 workload		✓
0.8	Provide current Client runbook for administrative processes	✓	
0.9	Review Client runbook for administrative processes		✓
0.10	Provide current Client security posture for Microsoft 365. This includes any reports created from 3 rd -party vendors or products which help Provider to gain clarity on the current status of the Microsoft 365 tenant.	✓	
0.11	Review current Client security posture documents for Microsoft 365 tenant		✓
0.12	Provide Client end user provisioning, deprovisioning, and update process information	✓	
0.13	Review Client end user provisioning, deprovisioning, and update process information		✓
0.14	Define and document action plan to become compliant for Managed Services	✓	✓
0.15	Define and document escalation paths and processes	✓	✓
0.16	Define and document support methods, framework, and processes	✓	✓
0.17	Provide Provider with Microsoft Unified/Premier, Cloud Solution Provider (CSP), Signature or other Support Agreement information	✓	
0.18	Provide Provider access to contact Client's Microsoft Unified/Premier, Cloud Solution Provider (CSP), Signature or other Support on behalf of Client (designee on behalf of Client)	✓	
0.19	Generate Microsoft partner admin access request to administer Client Microsoft 365 tenant		✓
0.20	Grant Provider Microsoft partner access to administer Client Microsoft 365 tenant	✓	

Responsibility Description for Microsoft 365		Client	Provider
1	Administration – Microsoft Exchange Online/Exchange Hybrid		
1.1	Configure and manage Microsoft Exchange Online (EXO) with PowerShell		✓
1.2	Configure and manage Microsoft Exchange Online (EXO) with Exchange Admin Center		✓
1.3	Configure and manage permissions for administrative roles and groups		✓
1.4	Configure and manage end user permissions		✓
1.5	Configure and manage mail routing between domains		✓
1.6	Configure and manage conditional mail routing and transport rules		✓
1.7	Configure and manage inbound partner safe list		✓

1.8	Configure and manage Simple Mail Transfer Protocol (SMTP) relay through Microsoft Exchange Online (EXO)		✓
1.9	Configure and manage Microsoft Exchange Online Protection (EOP) anti-spam and anti-malware protection		✓
1.10	Configure and manage Quarantine settings		✓
1.11	Configure and manage address book policies		✓
1.12	Configure and manage offline address book		✓
1.13	Configure and manage user mailboxes		✓
1.14	Configure and manage resource mailboxes		✓
1.15	Configure and manage deleted mailbox recovery		✓
1.16	Configure and manage user self-service deleted item recovery		✓
1.17	Configure and manage archive mailboxes		✓
1.18	Configure and manage archiving rules and policies		✓
1.19	Configure and manage Microsoft 365 Groups		✓
1.20	Configure and manage distribution groups		✓
1.21	Configure and manage external contacts		✓
1.22	Configure and manage Public Folders		✓
1.23	Configure and manage mailbox forwarding		✓
1.24	Configure and manage mailbox sharing		✓
1.25	Configure and manage organization relationships/federated sharing		✓
1.26	Configure and manage message tracing		✓
1.27	Configure and manage eDiscovery and Compliance Manager Admin Roles and permissions		✓
1.28	Configure and manage In-Place Hold and Litigation Hold settings in Exchange Admin Center		✓
1.29	Configure and manage journaling rules for external data management		✓
1.30	Configure and manage content search configurations		✓
1.31	Configure and restrict ActiveSync policies for mobile devices		✓
1.32	Provide end user support (Client applications on devices)	✓	
1.33	Manage user on-boarding and off-boarding processes and tasks for email access	✓	
1.34	Manage and support user Personal Storage Table (PST) archive files for Outlook	✓	
1.35	Hybrid - Apply Microsoft Exchange Server On-Premises Cumulative Updates		✓

1.36	Hybrid - Apply Microsoft Exchange Server On-Premises Security Updates		✓
1.37	Hybrid - Configure and manage hybrid email routing for Exchange Hybrid Organizations		✓
1.38	Hybrid - Manage recipient attributes and Globally Unique Identifiers (GUIDs) for identities synchronized from Active Directory (AD) to Entra ID		✓
1.39	Hybrid - Configure and manage Exchange Distribution Groups connected to AD synced groups		✓
1.40	Hybrid - Configure and manage user, resource and shared mailboxes connected to AD synced identities		✓
1.41	Hybrid - Troubleshoot email routing through Simple Mail Transfer Protocol (SMTP) relay either through Microsoft Exchange Online (EXO) or Exchange Server On-Premises		✓

Responsibility Description for Microsoft 365		Client	Provider
2	Administration – Microsoft Entra ID (Formerly Azure Active Directory) (For In-Scope Microsoft 365 Workloads)		
2.1	Create and delete user accounts (user on-boarding and off-boarding)		✓
2.2	Manage User Licenses (assign & unassign user licenses)		✓
2.3	Reset user passwords	✓	
2.4	Configure and manage Self Service Password Reset and custom banned password list		✓
2.5	Configure and manage Business-to-Business (B2B) guest access permissions & organization configuration in Client tenant		✓
2.6	Configure and manage Entra ID security groups		✓
2.7	Configure and manage Entra ID role assignments		✓
2.8	Configure and manage Multi-Factor Authentication (MFA) methods in Entra ID		✓
2.9	Provide conditions and requirements to enforce with Conditional Access (CA) policies	✓	
2.10	Configure and manage Conditional Access (CA) policies		✓
2.11	Configure and manage Entra ID Application registrations for Single Sign-On (SSO), acting as an Identity Provider for cloud applications. (Only applications that are natively supported for Entra ID can be configured. Configuration of the 3 rd party service Provider/application, or application development, are not in-scope.)		✓
2.12	Hybrid - Configure and manage Active Directory Domain Services (ADDS) security groups	✓	
2.13	Hybrid - Configure and manage Entra Connect (AD Connect)		✓
2.14	Hybrid - Configure and manage Entra Connect (AD Connect) user roles and permissions for Microsoft 365		✓

2.15	Hybrid - Troubleshoot issues with object synchronization between Active Directory (AD) and Entra ID using Entra Connect (AD Connect)		✓
2.16	Hybrid - Configure and manage On-Premises Active Directory (AD) users and security groups related to Microsoft 365 applications.		✓
2.17	Hybrid – Apply Microsoft Cumulative Updates (CU) and security patches for Entra Connect (AD Connect)		✓
2.18	Hybrid –Configure and manage Self Service Password Reset (SSPR) with writeback to Active Directory	N/A	N/A
2.19	Hybrid Identity Management - Configure and manage Active Directory Federation Services (AD FS)	N/A	N/A

Responsibility Description for Microsoft 365		Client	Provider
3	Administration – Microsoft SharePoint Online		
3.1	Perform Site Governance per Client-provided governance plan		✓
3.2	Configure and manage SharePoint Site URL		✓
3.3	Configure and manage standard sites		✓
3.4	Configure and manage standard document libraries		✓
3.5	Configure and manage standard Lists		✓
3.6	Configure and manage internal user access and assignments to standard sites		✓
3.7	Configure and manage internal user access and assignments to standard document libraries		✓
3.8	Configure and manage internal user access and assignments to standard Lists		✓
3.9	Configure and manage external sharing policy		✓
3.10	Configure and manage external user access and assignments to standard sites, document libraries and lists		✓
3.11	Configure and manage Microsoft SharePoint Online (SPO) standard Themes	N/A	N/A
3.12	Configure and manage Microsoft SharePoint Online (SPO) standard Web Parts for sites	N/A	N/A
3.13	Configure and manage deleted Microsoft SharePoint Online (SPO) sites within retention period		✓
3.14	Configure and manage custom sites templates, content placement, and intranet portals. Note: If the Client requires support from the Provider, all labor associated with task 3.14 counts towards and utilizes the quarterly consulting hours, up to the amount listed per this SOW.	✓	
3.15	Provide end user support (Client applications on devices)	✓	

Responsibility Description for Microsoft 365		Client	Provider
7	Administration – Microsoft Defender for Office 365 Security and Microsoft Purview Compliance (For In-Scope Workloads, As Applicable)		
7.1	Configure and maintain Identity and Authentication Alerts		✓
7.2	Configure and manage Microsoft 365 message encryption		✓
7.3	Provide requirements for Data Loss Prevention (DLP) Policy, Data Classification Policy, Retention and Labeling Policy, Sensitivity Labels	✓	
7.4	Configure and manage Data Loss Prevention (DLP) Policy, Data Classification Policy, Retention and Labeling Policy, Sensitivity Labels		✓
7.5	Configure and manage Purview Information Protection		✓
7.6	Configure and manage PKI Certificate Authorities and certificates	✓	

Responsibility Description for Microsoft 365		Client	Provider
8	Monitoring And Reporting (For In-Scope Workloads, As Applicable)		
8.1	Monitor and report according to standard Provider monitoring plan for Microsoft 365		✓

Responsibility Description for Microsoft 365		Client	Provider
9	System Maintenance (For In-Scope Workloads)		
9.1	Coordinate system configuration updates and management	✓	✓
9.2	Coordinate planned outages	✓	✓
9.3	Communicate outages to users	✓	
9.4	Backup and restore of data using Third Party Vendor software/tools	✓	
9.5	Perform Third Party Vendor Integration escalation support for Microsoft 365 integrated solutions	✓	
9.6	Provide end user support and training on modifications resulting from any upgrades, configuration or system updates or changes	✓	

Responsibility Description for Microsoft 365		Client	Provider
10	Cloud Solutions Provider (CSP), Microsoft Premier, or Unified Support Management for Microsoft 365 In-Scope Workloads		
10.1	Create Incidents and escalations as necessary		✓
10.2	Create Defect escalations as necessary		✓
10.3	Create Service Requests and escalation as necessary		✓

Responsibility Description for Microsoft 365		Client	Provider
11	Operational Runbook (For In-Scope Workloads)		
11.1	Provide information on new processes/changes made to existing Client organizational procedures/processes as soon as approved by Client organization.	✓	
11.2	Update information on new processes/changes made to existing Client organizational procedures/processes		✓
11.3	Document changes to the Microsoft 365 environment and related configuration information		✓
11.4	Document ticket escalation path and process information		✓
11.5	Document production support process information		✓
11.6	Document operational information		✓

Responsibility Description for Microsoft 365		Client	Provider
12	Consulting Services		
12.1	Provide up to 30 hours/quarter of consulting services for out-of-scope M365 related workloads and related solutions. In addition, the Service Catalog Section 3.14 will utilize these hours.		✓

ADDITIONAL TERMS, LIMITATIONS AND DISCLAIMERS

1. Provider may change all or any portion of the Provider's equipment used to provide the Services ("Provider Infrastructure") at any time if Provider, in its sole discretion, determines such change is necessary or desirable, but Provider agrees to perform modification(s) in a manner that does not result in any permanent, substantial, materially adverse alteration to the Services provided to Customer under this SOW.
2. Notwithstanding anything to the contrary in the Agreement, the Parties acknowledge and agree that Provider may subcontract some or all of the Services, provided: (i) Provider ensures that subcontractors strictly comply with Provider's obligations contained within this SOW;(ii) any such subcontractor enters into a nondisclosure agreement with Provider containing terms substantially similar to the confidentiality provisions contained in the Agreement; and (iii) Provider remains responsible for the performance of any such subcontractors.
3. Notwithstanding anything to the contrary in the Agreement, subject to the limited rights expressly granted hereunder, Provider reserves all rights, title and interest in and to the Services, including all related systems and intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Provider shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, modify, and/or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, relating to the operation of the Services.
4. Provider does not warrant that the Services will be uninterrupted, error-free, virus-free, or completely secure. The service level credits referred to herein shall be Seller's sole liability and Customer's exclusive remedy for interruptions, delays, impairments, inadequacies, or other defects in service with regard to any and all of the services.
5. Provider shall not be liable for any loss or damage resulting from unsupported Client provided hardware or software (whether such lack of support results from Client's failure to maintain a current maintenance and support agreement with the applicable vendor or the vendor's failure to maintain support for any other reason). Failure of Client to maintain a current maintenance and support agreement with the applicable vendor for each of the Client provided hardware or software shall release Provider from any service level agreement ("SLA") or associated penalty resulting from a missed SLA,

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- its financial penalty, or grounds for breach as defined herein.
6. All support will be delivered remotely by Provider's global based delivery services.
 7. Provider will use a Standard Customer Deployment method for network connectivity for accessing the Customers environment. Different connectivity methods will need to be scoped and may incur additional costs. One standard connection is designed for the scope of this SOW.
 8. All devices in scope can be accessed through a single domain or an established trust is in place. If additional domain connections are required, this is subject to a price increase.
 9. Customer will utilize Provider Customer Portal for ticketing. Provider will not work in nor utilize Customer ITSM tools (ticketing).

TERM AND TERMINATION

This SOW will be effective as of the last date that this SOW is fully executed by the parties ("SOW Effective Date") The Recurring Services will commence upon completion of onboarding, covering the period beginning on the Recurring Services Start Date, and continuing for an initial term of twelve (12) months (the "Initial Term"). This SOW may be renewed for additional one (1) year terms (each a "Renewal Term") subject to a signed Change Order by the parties at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term.

The Initial Term and each one-year Renewal Term, if any, may be referred to herein individually as a "Service Term" or collectively as the "Service Terms." Notwithstanding anything to the contrary in the Agreement, the Parties agree that the following represent the termination options relative to this SOW:

1. End of Service Term. Either Party may terminate this SOW effective as of the end of the then current Service Term, by providing written notice of such termination at least thirty(30) days prior to the expiration of the then current Service Term.
2. Breach. Either Party may terminate this SOW if the other Party materially breaches any of its representations, warranties, or obligations under this SOW and such breach is not cured within fourteen (14) days of breaching Party's receipt of written notice specifying the breach.

For any termination by Customer, the notice of cancellation must be accompanied by payment in full for all Services through the effective date of termination. In the event of any Convenience Termination by Customer, Customer's notice of cancellation must also be accompanied by payment of the applicable cancellation charge(s). The Parties agree that the cancellation charge(s) are in addition to any other fees or payments of any nature owed by Customer. Upon any expiration or early termination of this SOW, Customer will return to Provider and relinquish all use of any equipment, applications, software, IP addresses, or address blocks and any other property assigned to Customer by Provider in connection with the SOW Services.

In addition to its right to terminate as provided for herein, Provider may suspend all or part of Customer's access to the Services (i) if Customer is delinquent on payment obligations; (ii) upon receipt of a subpoena or law-enforcement request; or (iii) when Provider has a commercially reasonable belief that Customer has breached this SOW or that Customer's use of the Services poses an imminent security risk.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.

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- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Any applicable taxes will be invoiced but are not included in any numbers or calculations. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$5,950.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

* Services Onboarding Fee will commence upon signature of this SOW

Milestone	Percentage	Fee
One time Services Onboarding Fee -MAS-Transition and Onboarding*	100%	\$5,950.00
Totals	100%	\$5,950.00

Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

Travel Notice

The parties agree that there will be no travel required for this project.

RECURRING SERVICES FEES

Customer has chosen to purchase the Services indicated in **Exhibit A** (“Recurring Services Fees”) of this SOW and agrees to pay Provider the fees, charges, and other amounts indicated in Exhibit A of this SOW. Except as otherwise stated in this SOW, Provider and Customer agree to follow the billing and payment terms, conditions, and procedures set forth in the Agreement.

Customer agrees to maintain the monthly minimum commitment for the Services, if any, as indicated in the **Exhibit A: Recurring Services Fees** of this SOW. For the avoidance of doubt, Recurring Services Fees shall commence upon completion of onboarding and at the start of steady state (“Recurring Services Start Date”). The Recurring Services Start Date will be communicated and agreed upon subject to a signed Change Order by the Parties.

Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred. If Customer disputes a charge, Customer will provide notice to Provider specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until Provider completes its investigation of the dispute. Following Provider’s notice of the results of its investigation to Customer, payment of all properly due charges must be made within ten (10) business days.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”)

Location	Address
Polk County, A Political Subdivision of the State of Florida	330 W Church St, FL 5, Bartow, FL 33830
Polk County, A Political Subdivision of the State of Florida-Main Office	255 N. Broadway, Bartow, FL 33830

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

CDW Government LLC

By: Joel Jacob

By: _____

Name: Joel Jacob

Name: _____

Title: Mgr Managed Services

Title: _____

Date: May 2, 2025

Date: _____

Mailing Address:

330 W CHURCH ST FL 5, IT DEPT
BARTOW, FL 33830-3760
Account Number: 9451663

EXHIBIT A

RECURRING SERVICES FEES

Managed Services MAS-Microsoft 365	Description	Monthly Recurring Services Fees*
Month 1 through 12	Monthly Service Fee	\$8,450.00
	SOW Total	\$101,400.00

Applicable taxes not included

The Managed Services Recurring charge shall be invoiced upon the Recurring Services Start Date and shall be invoiced monthly in advance for the remainder of the Term.

Customer may request Additional Services from Seller that could consist of Elastic Engineering services. Elastic engineering services shall be used, as needed, for out-of-scope Microsoft M365 services not mentioned in the service catalog. Additional Services are provided by Seller, subject to resource availability, and shall be charged at the rates set forth in the section below.

Elastic Engineering - Time and Materials Support - Hourly Rate*

Managed Services Engineering and Consulting - Time and Materials Support - \$210.00 per Hour

*Units will be measured in 0.25-hour increments. Upon notice, the Seller may adjust the rate, provided that it remains fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

- a) **Additional Fee.** Customer shall pay Provider for services outside the scope of this SOW at the Time and Materials Support – Elastic Engineering and Consulting via Change Order as mutually agreed to. Provider will notify Customer if services are outside the scope of the SOW prior to performing the service.
- b) **Assumptions.** All the fees referenced above are based upon the following assumptions and in the event any such assumption proves to be invalid or incorrect for any reason, Provider reserves the right to adjust such fees accordingly:
 - i. Customer will be responsible for timely paying in full any fees charged by any third-party software vendors for the right to run such software and Customer will timely obtain the effective right for Provider to run any such software and shall indemnify, defend and hold Provider harmless for any liability and any cost or expense incurred (including, without limitation, any attorneys' fees) as a result of its failure to timely obtain such an effective right; and
 - ii. Customer shall bear and satisfy all telecommunication costs relating to its network; and
 - iii. Provider shall not be liable for any loss or damage resulting from unsupported Customer provided hardware or software (whether such lack of support results from Customer's failure to maintain a current maintenance and support agreement with the applicable vendor or the vendor's failure to maintain support for any other reason). Failure of Customer to maintain a current maintenance and support agreement with the applicable vendor for each of the Customer provided hardware or software shall release Provider from any service level agreement ("SLA") or associated penalty resulting from a missed SLA, its financial penalty, or grounds for breach as defined herein; and

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- iv. Provider assumes the hardware environments sized by Customer as set forth in **Exhibit C** are of sufficient size, quality, capability and capacity to adequately handle Customer's data processing and workload requirements; and
 - v. Customer shall provide Internet connectivity on a 24 by 7 by 365 basis into Customer's business locations where Provider is providing services. Customer shall also monitor the status of these Internet connection(s) utilizing a combination of host-based and microprocessor-based network management systems to ensure Provider connection availability. Customer will not hold Provider responsible for any SLA or associated penalty resulting from a missed SLA, its financial penalty, or grounds for breach as defined herein resulting from Customer's failure to comply with this subsection (v); and
 - vi. Client shall provide, manage and own all licensing aspects of the Client solution environment, including software, platforms, hardware and applications.

EXHIBIT B

SLA -Performance Standards

The following Performance Standards apply to the attached Managed Services SOW (“Managed Operations” and “Managed Administration”) and whose penalties will be assessed in the event of a Performance Standards violation. The maximum Performance Standard penalty for a given month is ten (10) percent of one (1) months’ fee and violations for different Performance Standards within the same Service Area are not cumulatively penalized.

Service Area	Incident Management – Impact Level-1
Service Level Description	Ensure Priority/ Severity Level-1 Incidents impacting Customer are managed in the timeframe defined within this SLA.
Service Category	Incident Response Process
Target KPIs	Time to Respond SLA: Within 1 hour of Provider becoming aware of the incident, Provider will have a resource assigned to work the incident. SLA – 95% incidents acknowledged/assigned within 1 hour
Calculation	(#Priority/ Severity-1 Incidents Logged) minus (-) (#Priority /Severity-1 Incidents Exceeded) divided by (÷) (#Priority/Severity-1 Incidents Logged)
Trigger	If incident is discovered by Customer first, the point in time the incident is reported to the Provider Help Desk and issuance of a Provider incident ticket will be considered the trigger point. If incident is discovered by Provider first, the issuance of a Provider incident ticket by the Provider Help Desk will be considered the trigger point.
Transition Period	90 days from services start date
Measurement Interval	Monthly
Service Level Weight	3% of Base Monthly Service Fee

Service Area	Incident Management – Impact Level-2
Service Level Description	Ensure Priority/Severity Level-2 Incidents impacting Customer are managed in the timeframe defined within this SLA.
Service Category	Incident Response Process
Target KPIs	Time to Respond SLA: Within 2 hour of Provider becoming aware of the incident, Provider will have assigned resources/team to work the incident. SLA penalties are based upon a minimum of 10 P2 incidents per month. SLA – 95% incidents acknowledged/assigned within 2 hours
Calculation	(#Priority/Severity-2 Incidents Logged) minus (-) (#Priority/Severity-2 Incidents Exceeded) divided by (÷) (#Priority/Severity-2 Incidents Logged)
Trigger	If incident is discovered by Customer first, the point in time the incident is reported to the Provider Help Desk will be considered the trigger point. If incident is discovered by Provider first, the issuance of a Provider incident ticket by the Provider Help Desk will be considered the trigger point.
Transition Period	90 days from services start date
Measurement Interval	Monthly

Service Level Weight	3% of Base Monthly Service Fee
Service Area	Incident Management – Impact Level-3
Service Level Description	Ensure Priority/Severity Level-3 Incidents impacting Customer are managed in the timeframe defined within this SLA.
Service Category	Incident Response Process
Target KPIs	<p>Time to Respond SLA: Within 4 hour of Provider becoming aware of the incident, Provider will have assigned resources to work the incident. SLA penalties are based upon a minimum of 10 P3 incidents per month.</p> <p>SLA – 95% incidents acknowledged/assigned in 4 hours</p>
Calculation	<p>(#Priority/Severity-3 Incidents Logged) minus (-) (#Priority/Severity-3 Incidents Exceeded) divided by (÷) (#Priority/Severity-3 Incidents Logged)</p>
Trigger	<p>If incident is discovered by Customer first, the point in time the incident is reported to the Provider Help Desk will be considered the trigger point. If incident is discovered by Provider first, the issuance of a Provider incident ticket by the Provider Help Desk will be considered the trigger point.</p>
Transition Period	90 days from services start date
Measurement Interval	Monthly
Service Level Weight	3% of Base Monthly Service Fee

Impact Level	Incident Impact
1 HIGH	<p>Emergency or Critical condition requiring immediate attention and resolution</p> <p>A major impact to multiple components in the computing environment. A mission critical component is down. Significant and immediate business impact. A key business condition documented or identified by the Client is impacted. <i>Incident resolution will be initiated immediately and attention to the resolution of these incidents will be sustained around the clock until a temporary work around is in place or a permanent solution is implemented.</i></p>
2 MEDIUM	<p>Medium impact to Customer</p> <p>Single critical business function is impacted (a workaround may be in place). Service or performance is degraded for multiple end users. A key component is severely degraded or in danger of failing. A key business condition documented or identified by the Client is degraded or in danger of being missed. <i>Incident resolution will be initiated immediately and attention to the resolution of these incidents will be sustained as deemed appropriate based on mutual agreement between Provider and Client until a temporary work around is in place or a permanent solution is implemented.</i></p>
3 LOW	<p>Low impact to Customer</p> <p>Minor service components are down or failing. Batch processing has received failures (but critical batch processing can continue). Service or performance is degraded for a single user. Alternative method is being used with no business impact or service degradation.</p>

Note: The Service Level Agreement or Objective clock will be paused or deferred when pending Customer or vendor feedback, or creating a change to resolve the incident

Performance Measurements Exceptions

Provider shall incur no liability for and, to the extent the following occur or directly impact Provider's performance, no failure to meet Performance Measurements shall result in Service Credit calculation for the Performance Measurements listed in this SOW:

- a. Any acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike, or other labor disturbance; interruption of or delay in transportation; unavailability of or interruption or delay in telecommunications or third-party services; failure of third-party software; or inability to obtain power used in or equipment needed for provision of the Performance Measurement; or any other acts, omissions, events, or circumstances beyond Provider's reasonable control;
- b. Failure to meet any Performance Measurement is prevented as a result of Customer's direct or indirect acts or omissions (or acts or omissions of other parties engaged or authorized by Customer), including without limitation: any alteration of the configuration of the environment being used by Customer that causes the Customer's platform to fail; and
- c. Any downtime during Scheduled Maintenance (or Emergency Maintenance) on Provider provided software/hardware required to perform the Managed Services. PROVIDER will notify Customers of any Scheduled Maintenance to be performed.

Maintenance windows are required by Provider for any Provider owned or provided software/hardware ("Provider Infrastructure") that is leveraged to deliver any Infrastructure Service or Managed Service. These required maintenance windows will be removed from any Notice of Planned Maintenance and Planned Emergency Maintenance will be provided to Customer's designated point of contact by a method elected by Company (telephone, email or Customer portal). Provider will use best efforts to notify Customer in advance of any Unplanned Emergency Maintenance if conditions permit.

Preventative Maintenance – Normal maintenance activities that may or may not disrupt Service include:

- a. Maintenance of which Customer is notified nine (9) days in advance; and
- b. Maintenance that is performed during a standard maintenance window: Wednesdays from 12:01 am – 6:00 am and Sundays from 12:01 am – 8:00 am local time of the Provider Data Center in which maintenance is being conducted.

Planned Emergency Maintenance – Planned Emergency Maintenance required to remediate or prevent a degradation of or loss of service, or to complete a Customer incident requirement (all Incidents fall into this category SEV1, SEV2, SEV3) includes:

- a. Maintenance of which Customer is notified twenty-four (24) hours in advance if conditions permit; and
- b. Maintenance that is performed during a maintenance window any day from 12:01 am – 6:00 am local time of the Provider Data Center in which maintenance is being conducted.

Unplanned Emergency Maintenance – Unplanned Emergency Maintenance is required to remediate or prevent a loss or severe degradation of service. (SEV1, SEV2, SEV3)

EXHIBIT C

CUSTOMER PROVIDED SOLUTION ENVIRONMENT

THE SOLUTION ENVIRONMENT CONSISTS OF THE FOLLOWING CLIENT PROVIDED COMPONENTS

Solution Environment	Provided by:	Used for:
Microsoft Exchange Online Microsoft SharePoint Online Microsoft Entra ID (formerly Azure Active Directory) * for Microsoft 365 Microsoft Security and Compliance* (Microsoft 365 Defender Security and Microsoft Purview Compliance) <i>*As it relates to the in-scope Microsoft 365 workloads, native functionality.</i> Hybrid Exchange On-premises Servers Entra Connect	The Microsoft 365 tenant is provided by the Client.	Messaging and Collaboration

EXHIBIT D

SERVICES ROLES AND RESPONSIBILITIES

GENERAL:

- I. The current Client Microsoft 365 tenant environment is stable, issue free, and in good health.
- II. Any Microsoft 365 tenant deployment and/or migration project has been completed, and the environment is in steady state, prior to on-going full managed services initiation.
- III. The support covers one PROD Microsoft 365 tenant, owned and provided by the Client, with up to 330 Microsoft 365 G5 licenses.
- IV. The support covers up to one (1) Exchange On-premises Hybrid instance and one (1) Entra Connect instance.
- V. Client will own and provide all licensing related to Microsoft 365.
- VI. Services are based on the capabilities that the Client Microsoft 365 licensing provided (licensing inclusions / SKUs.). If the Client licensing level does not include a certain capability, Provider cannot manage and support such capability.
- VII. Provider will leverage Client provided vendor support agreements and associated licensing.
- VIII. Client has a Microsoft support agreement. Provider will utilize the Client Cloud Solution Provider (CSP), Microsoft Premier, or Unified Support agreement. Client will designate Provider as a Customer representative for the support agreement.
- IX. Client will grant Granular Delegated Admin Permissions (GDAP) through Microsoft Partner admin relationship requests.
- X. Client will create Provider resource user accounts in the Client Microsoft 365 tenant. An appropriate license will be assigned to Provider resources by Client. Provider will not utilize guest accounts.
- XI. Provider will use a combination of Lighthouse (Partner Center / GDAP) and Microsoft 365 user account administrator roles to access the Client tenant environment.
- XII. Provider will follow Client Privileged Identity Management (PIM) processes.
- XIII. Provider can access the Client Microsoft 365 environment from the Internet and will not require Client intranet access.
- XIV. Provider services focus on Microsoft 365 tenant administration, management and support. Provider is not providing a Level-1 end user Help desk service. Client has an end user service desk that provides end user support. Client users will contact the Client Help Desk to report Incidents and Service Requests. The Client Help Desk will perform initial triage and support. The Client Help Desk will then escalate related in-scope items to Provider for follow up.
- XV. Provider will utilize the Provider Managed Services ITIL processes.
- XVI. Client will utilize the Provider defined Severity scale for Incidents.
- XVII. Client will provide guidance and approval for change management related activities.
- XVIII. Maximum of four normal or emergency change requests will be executed per month.
- XIX. No technical change request (normal, standard, emergency or other) nor other technical changes will be executed during the last two weeks of contracted services.
- XX. Security, governance, and compliance related activities will follow Client direction.
- XXI. Provider will not have on-site personnel at Client locations.
- XXII. All monitoring and reporting include using native and out of the box Microsoft 365 functions. No third party tools will be deployed.
- XXIII. Client provides Provider access to resources who can manage, configure and support Client responsible services.
- XXIV. Client will be responsible for maintaining, managing and supporting the Client user endpoint related requirements, images and services. This includes mobile devices, tablets, laptops and desktops.
- XXV. Deleted item restoration using Microsoft 365 native capabilities is constrained to Microsoft retention limits.
- XXVI. Client will perform end user communication and training.
- XXVII. Client has defined policies and processes for user related activities such as, but not limited to, end user on-boarding, off-boarding, and license assignments. Provider expects to be able to follow those policies as pertinent to in-scope items, and processes in performing related Microsoft 365 in-scope services.
- XXVIII. Custom applications, migrations and solution changes are out of scope.

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- XXIX. Additional environments/solutions change the level of effort and will need to be evaluated. A Change Request would be created to change the scope of services.
- XXX. The services do not include development (e.g., PowerApps and Power Automate).
- XXXI. Consulting hours can be used to provide advisory services for out-of-scope Microsoft 365 workloads.
- XXXII. Labor associated with task 3.14 “Configure and manage custom sites templates, content and intranet portals” will count towards the consulting hours (Service Catalog Section 12).
- XXXIII. Consulting hours do not carry over quarter to quarter and cannot be pooled. There are no refunds for unused hours.
- XXXIV. Provider is not liable for any failure of performance from any 3rd party including, but not limited to, Microsoft, customizations within the Power Platform, Power Platform Connectors and integrations.
- XXXV. Provider User on-boarding and off-boarding tasks include only using Microsoft 365 tools.
- XXXVI. Client will provide Provider resources Remote Desktop/PowerShell module access for Hybrid servers such as Exchange On-Premises Servers and/or Entra Connect Sync servers.
- XXXVII. Client has the ability to fully restore Exchange On-Premises servers to the most recent version prior to the updates, patching and configuration changes.
- XXXVIII. Client has the ability to fully restore Entra Connect Sync (Azure AD Connect) servers to the most recent version prior to the updates, patching and configuration changes.
- XXXIX. Entra Connect (AD Connect) Sync will be configured to automatically apply updates and patching.
- XL. Provider will consult the Client security team prior to applying Cumulative Updates (CU) and security patches. Client security team will provide approval prior to Provider applying such patches or updates.
- XLI. Provider will target to apply future CUs within 60 days of release, but no sooner than 15 days of release date to ensure stability of such releases. Please note that this does not apply to the initial round of patching, CU, version upgrades and roll updates if the Client versions are currently down level. The first round of such work may require additional timelines to appropriately plan for them. Client will coordinate the patching, CU, version upgrades and roll updates with Provider. Provider will target to follow Microsoft recommendations regarding deploying security patches based on their Common Vulnerability Scoring System (CVSS) value and CU requirements.

EXCLUSIONS:

The following items are Client responsibility and are thus out-of-scope for Provider with Microsoft 365 services. Provider assumes the Client managed and supported items are fully functional, stable and error free:

- i. Tier 1 End User Support services (first call to Help Desk, End User Application Support, Hands-on support).
- ii. Licensing.
- iii. Vendor support agreements.
- iv. Creating and modifying SharePoint Online content, including graphics.
- v. End user endpoints, workstations, mobile devices and desktops, including images, applications on endpoints, hardware, installations and support.
- vi. Telephony telecom, hardware, Voice Over Internet Protocol (VOIP), Voice Systems, Calling Plans, Voice and Data Services.
- vii. End user managed Outlook functions (e.g., personal groups), Personal Storage Table (PST), Outlook installations and local end user mail archives.
- viii. Web content filtering and package inspection.
- ix. Custom and 3rd party applications, solutions, integrations, and add-ons.
- x. Disaster Recovery (DR), including testing, configurations, set up and recovery efforts.
- xi. Backup and restore solutions and processes.
- xii. Legal compliance audits.
- xiii. Non-Microsoft Security (e.g., Proofpoint), Anti-malware and anti-virus solutions and Identity solutions (e.g., Okta, SailPoint).
- xiv. Network, Domain Name System (DNS), Load balancers, Operating Systems (OS), Distributed File System (DFS), security appliances, Dynamic Host Configuration Protocol (DHCP) Internet Protocol (IP) address allocation and other hardware and infrastructure components.
- xv. Development and related testing Quality Assurance (QA).
- xvi. Public Key Infrastructure (PKI) and Public Certificate Authority (PCA).
- xvii. Monitoring tools.

-
- xviii. Training for users, developers and administrators.
 - xix. Any deliverable, solution or work product not listed in the Service Catalog as in-scope.

SERVICE MANAGEMENT

General Services and Responsibilities

Standard Support Connectivity Assumptions

Account Management Responsibilities

Responsibility Description	Client	Provider
Status Reporting & Meetings		
Conduct regularly scheduled status meetings as agreed upon by both parties		✓
Implement service level objectives and performance reports		✓
Prepare monthly service level/performance reports		✓
Provide analysis of monthly reports and service level achievement/performance		✓
Provide feedback regarding analysis/results of monthly reports and historical trends	✓	
Determine reason(s) for failing to meet defined SLAs and present to Client		✓
Provide feedback regarding any failure(s) to meet defined SLAs as presented by Provider	✓	
Determine appropriate measures/compensation actions that are a result of a failure to meet defined SLAs		✓
Provide feedback regarding measures/compensation actions that are a result of a failure to meet defined SLAs as presented by Provider	✓	
Provide appropriate reporting required for supporting SLAs		✓
Schedule and conduct regular executive review with client stakeholders upon mutually agreed upon timeframe and schedule		✓
Report in a timely and accurate manner on progress toward delivery or resolution of Provider action items		✓
Report in a timely and accurate manner on progress toward delivery or resolution of Client action items	✓	
Implement Provider action items agreed upon and resulting from Client support meeting		✓
Implement Client action items agreed upon and resulting from Client support meeting	✓	
Contract Management		
Ensure performance of Provider' obligations		✓
Ensure performance of Client's obligations	✓	
Oversee performance of Provider' obligations	✓	
Provide constructive feedback regarding performance of Provider' obligations	✓	
Take appropriate measures to meet Client's expectations regarding Client's constructive feedback		✓
Maintain documentation and procedures regarding services provided to Client		✓
Responsibility Description	Client	Provider
Approve documentation and procedures relative to Client services	✓	
Document modifications (SOW Change Requests) to contract and provide to Client for approval and signature		✓
Provide Client signature regarding documented modifications to SOW	✓	
In Scope Services		
Surface Client initiated incidents and service requests	✓	
Surface Provider initiated incidents and service requests		✓

Identify tasks required to complete activities		✓
Provide input toward identifying tasks required to complete activities	✓	
Approve list of identified tasks required to complete activities	✓	
Estimate and manage Client resources required to complete activities	✓	
Estimate and manage Provider resources required to complete activities		✓
Create and execute implementation plans in accordance with agreed upon processes		✓
Review and approve Provider' implementation plans	✓	
Record and report status and/or results of initiative's activities		✓
Out of Scope Services		
Initiate a written request to provide out of scope services (with a description of the request).	✓	
Identify tasks to the level of major milestones and deliverables required to complete projects or activity		✓
Provide input toward identifying tasks required to complete project or activity	✓	
Approve list of identified tasks required to complete project or activity	✓	
Estimate and manage Client resources required to complete project or activity	✓	
Estimate and manage Provider resources required to complete project or activity		✓
Review Provider' plans and cost quote	✓	
Provide verbal approval of scope regarding work modifications	✓	
Document project or activity via creating a Change Request to be signed/executed by Client in accordance with agreed upon processes		✓
Provide Client signature regarding documented Change Request and corresponding cost	✓	
Create and execute implementation plans in accordance with agreed upon processes for the items as described in the Client signed and approved Change Request		✓
Record and report results and/or status of initiative's activities		✓
Transition to Managed Application Services		
Initiation		
Assign a Client Executive Sponsor and a Project Coordinator	✓	
Create and maintain Transition Project Schedule		✓
Provide requested transition related information	✓	
Schedule weekly transition status meeting with stakeholders		✓
Attend weekly transition status meeting	✓	✓
Discovery & Knowledge Transfer		
Schedule discovery and knowledge transfer sessions with transition project stakeholders		✓
Attend discovery and knowledge transfer sessions with transition project stakeholders	✓	✓
Provide necessary documentation related to supporting and managing the application platforms and environments requiring Provider support, as applicable for the in-scope solution. This includes, but is not limited to:	✓	

Responsibility Description	Client	Provider
Architectural diagrams Environmental information System access information Procedures and processes pertaining to in-scope services Maintenance procedures Administration procedures Operational procedures Runbooks Process flows Escalation and callout processes Change Management Procedures		
Provide Provider with administrative user credentials for the application platforms and environments requiring Provider support	✓	
IT Service Management (ITSM) Setup – Provider ServiceNow		
Provide Client Point of Contacts for Provider ServiceNow access (web portal, reports, incident / service request creations)	✓	
Create and configure Provider ServiceNow user accounts for the Client		✓
Configure Provider ServiceNow dashboard and standard reports		✓
Train Client on the use of the Provider ServiceNow incident and service request management tool		✓
Review Provider Application Managed Services ITSM Process Incident Management Service Request Management Change Management Release Management Problem Management		✓
Create Provider Escalation & Callout document for the supported application platforms and environments		✓
Add the Configuration Items to Provider ServiceNow		✓
Provide Client with the Provider Escalation documentation		✓
Provide Provider with the Client Escalation documentation	✓	
Go-live Preparation		
Approve the Managed Services “Go Live” date identified in the transition project schedule	✓	
Ensure Client transition items have completed	✓	
Ensure Provider transition items have completed		✓
Complete go-live handoff to Provider	✓	
Closure		
Perform post-transition review process		✓
Provide input and feedback regarding post-transition review process	✓	
Relationship Management		
Provide oversight regarding account activities		✓
Initiate and host status/Client support meetings at a mutually agreed upon timeframe		✓
Assign Client resource(s) that will review and provide approval for all Client related changes	✓	
Work with Client to review and obtain approval for all Client related changes		✓
Provide approval for all Client related changes	✓	
Provide the communication between Client and Provider		✓
Provide critical input and communication to allow activities to be completed within a timely manner between Client and Provider	✓	

Provide and maintain a single point of contact for escalating reporting items and ITSM activities	✓	✓
Responsibility Description	Client	Provider
Address any billing related issues or concerns of Client		✓
Address any billing related issues or concerns of Provider	✓	

Operations Center / ITSM Tools

Responsibility Description	Client	Provider
Log all Client calls via Provider ServiceNow ticketing system, assign severity and monitor progress of incident service requests		✓
Submit Client tickets via the Provider Operations Center Phone Service	✓	
Submit Client web tickets via Provider ServiceNow ticketing system	✓	
Triage and escalate incidents and Service Requests to the appropriate technical resource for resolution or route incident ticket to appropriate service provider or on-call Client analyst		✓
Establish and enforce security standards and guidelines	✓	
Follow Client publicized security standards and guidelines while addressing incident support requests		✓
Administer Client login IDs and reset passwords for Provider ServiceNow data access		✓
Administer Provider login IDs and reset passwords for Provider ServiceNow data access if authorized.		✓
Maintain call-out procedures for Client	✓	
Maintain call-out procedures for Provider		✓
Adhere to established call-out procedures	✓	✓
Record all tickets in Provider ServiceNow solution for all reported incidents, service requests, change requests and problem tickets		✓

System Change Management

Responsibility Description	Client	Provider
Change Management		
Utilize Change Management processes as defined by Provider Process Manual		✓
Receive, process and report change control requests		✓
Conduct Provider internal change control meetings to ensure integrity and quality		✓
Conduct periodic status meetings where Client is in attendance within which change control activities and associated outage windows are reviewed		✓
Participate within periodic Account Management status meetings and review impending change control activity	✓	
Conduct walk-through review of all proposed change control activities		✓
Coordinate Change Management Activities with the Client		✓
Approve, prioritize, and schedule Provider' change control requests	✓	
Conduct post-implementation review meetings as necessary		✓
Provide input and feedback as a result of participating in post-implementation review meetings	✓	
Review and implement mutually agreed recommendations resulting from post-implementation review meetings		✓

Implement client side required measures as recorded and agreed upon during post-implementation review meetings	✓	
System Changes		
Responsibility Description	Client	Provider
Initiate and record change requests		✓
Develop, document, and maintain implementation plans		✓
Estimate time and costs for changes (as applicable)		✓
Review and evaluate estimate upon completion		✓
Write cost justification (as applicable)		✓
Present costs and review need and expense with Client (as applicable)		✓
Approve costs as presented by Provider (as applicable)	✓	
Ensure that change meets Client's prescribed change requirements		✓
Provide input and feedback that Provider' change management processes are meeting Client's prescribed change requirements	✓	
Notify Client of change via documenting the implementation procedure		✓
Coordinate change through the change control process		✓
Negotiate outage window requirements and resources necessary for testing any given change control	✓	
Approve and prioritize order of client's own change control requests	✓	
Provide input regarding a change control allowing Client to provide approval		✓
Provide post-change validation	✓	
Emergency Changes		
Convey the implementation process associated with any given system emergency change requests that impact the Client environment		✓
Approve all system emergency change requests that impact the Client environment	✓	
Implement emergency change in accordance with the established emergency change control procedures		✓
Provide updates to processing procedures for production control impacted by emergency change control implementation	✓	
Provide post-change validation	✓	
Quality Assurance		
Conduct non-prod testing regarding application platform and environment changes and enhancements		✓
Perform procedure audits per mutually agreed upon schedule		✓
Execute non-prod back out procedures associated with change as necessary as a result of a failure during testing		✓
Confirm non-prod application platform and environment testing on system and/or database changes and approve/reject change as necessary within documented specifications	✓	✓
Coordinate user acceptance testing for all changes	✓	
Develop and document back out, back up, and restoration procedures prior to production implementation as part of the change control process		✓
Review and approve documented production back out, back up, and restoration procedures prior to implementation	✓	
Implement change into targeted environment(s) – test, development, quality assurance, production, etc.)		✓
Update ServiceNow Change Request ticket status		✓
Provide post-change validation	✓	
Additional Reporting and Documentation		
Develop, document, and maintain systems change management acceptance specifications		✓

Approve change management acceptance specifications	✓	
Maintain/update Provider' change management process procedures		✓

Incident Management

Responsibility Description	Client	Provider
Utilize Incident Management processes as defined by Provider Process Manual		✓
Provider Operations Center records, logs, prioritizes, assigns severity, and monitors progress.		✓
Maintain incident log, track, and manage timely resolution of open incidents for those issues assigned to Provider		✓
Notify Client analyst or Client Help Desk of the on-going status and final resolution		✓
Pursue successful resolution of Provider assigned incidents		✓
Validate successful resolution of resolved Provider assigned incidents	✓	
Escalate unresolved incidents that exceed established timeframes to appropriate Client and Provider representative(s) as necessary		✓
Close Incident Ticket upon acceptable incident resolution or workaround as verified by Client, providing sufficient detail of incident for later analysis of trends		✓
Document, publish, and keep current procedure for proper Incident escalation within Provider		✓
Document, publish, and keep current procedure for proper incident escalation within Client organization	✓	
Report on metrics of incidents assigned to Provider at account management meetings or as required		✓
Complete Root Cause Analysis (RCA), document, and review high-impact (SEV1, P1) incidents to identify preventative measures, assess risk, and bring to closure		✓
Document RCA input and feedback on reviews of high-impact incidents identifying preventative measures and assessing risk bringing items to closure as appropriate	✓	
Conduct RCA for high-impact incidents or upon Client request		✓
Document input and feedback as a result of receiving and reviewing PIR documentation	✓	
Approve or escalate Provider' recommendations/findings contained within PIR documentation within Client organization	✓	
Implement RCA recommendations/measures as requested/assigned for respective areas of service responsibility within the scope of services		✓
Implement RCA recommendations/measures as agreed upon that require Client engagement resulting from RCA review process	✓	

EXHIBIT E

SELLER GLOSSARY OF DEFINED TERMS

Managed Services – The in-scope managed services Provider is providing per this SOW.

Incident - An unplanned interruption to an IT service or reduction in the quality of an IT service. Application or a function is not performing per standard operating specifications.

Service Request - A request for information, action or advice.

Incident Management – The mission of the Incident Management process is to resolve incident support requests in a timely prioritized fashion.

Service Request Management – The mission of the Service Request management process is to address non-incident type of requests in a prioritized fashion.

Change Management – The mission of the Change Management process is to successfully manage the changes being applied to systems, leading to no further incidents or issues as a result of the changes being applied.

Problem Management – The mission of the Problem Management is to reactively address repeating incidents with goal to prevent them from reoccurring; or to identify improvement opportunities to prevent incidents from occurring in the first place.

Monitoring - The mission of Monitoring is to observe a situation to detect changes or failures that happen over time.

Event Management – The mission of Event Management is to action on events and alerts that occur in the IT environment. Monitoring creates alerts based on predefined criteria. It allows for normal operation and escalates exception conditions.

Defect – Solution is not functioning per design specifications.

New feature or enhancement – Additional functionality, or changes to existing functionality are desired.

Monitoring Tools – A set of tools that monitor key performance indicators on the applications platform and environment, producing events and alerts.

SLA – Service Level Agreement. Service Level Agreements have a financial penalty if missed.

SLG – Service Level Goal. Service Level Goals do not have a financial penalty if missed.

OLG – Operating Level Goal. Operating Level Goals do not have a financial penalty if missed.

OLA – Operating Level Agreement. Operating Level Agreements do not have a financial penalty if missed.

KPI - Key Performance Indicator that may or may not have a financial penalty if missed. The SLAs define items that qualify for a financial penalty if missed. SLG, OLG and OLA do not have financial penalties if missed.

N/A - Not Applicable. Not in use. Not available. Not in services scope.

EXHIBIT E

Extended End Of Life Support

Extended End of Life Support with Commercially Reasonable Effort Support

After a component is partially or fully designated as “end of life,” sometimes referred to as “end of support” by a manufacturer, it is no longer sold, manufactured, improved, repaired, maintained, or supported by the manufacturer. As a result, Service Provider cannot provide support on devices designated by the manufacturer as end of life or end of support (“End of Life” or “EOL”).

In the interest of offering Client a stable and reliable managed environment, Service Provider recommends that Client maintains a valid hardware and/or software support contract with a vendor. Additionally, Client’s firmware, operating system instances, and associated OEM products benefit by being maintained at a vendor supported version/release level. Supported firmware versions are important for the stability of the hardware and to mitigate security vulnerabilities. Service Provider requires validation that vendor maintenance contracts exist for all supported hardware and software. Warranty contracts handle hardware replacement, access to software for upgrades, and a high-level escalation point for problem resolution and bug identification. Maintaining an active warranty contract better protects hardware assets, provides the appropriate resources for critical situations, and helps provide the best possible Client experience.

Extended EOL – Support Included: This covers monitoring services, which may be limited to up/down (i.e., heartbeat monitoring), and limited support for incident management only as outlined below. Client accepts the following risk and terms for devices moved to Extended EOL level support.

Commercially Reasonable Effort Support: Service Provider will attempt to troubleshoot and resolve the issues during regular business hours by using Service Provider’s knowledge and expertise of the product and environment, previously generated vendor knowledge base, and other online and generally available public resources.

Service Provider understands certain business situations may require an exception to these requirements. In the event a Client cannot or chooses not to maintain valid hardware/software support/maintenance/warranty contracts with a vendor and/or has EOL devices, the following risks, limitations and assumptions are necessary:

- **Vulnerabilities Due to Patching Limitations**
No new security patches, bug fixes, signature updates, or software updates are available from the manufacturer for Service Provider to apply, leaving Client’s components vulnerable. This could result in security exploits and breaches, data loss associated with security events, possible instability due to bugs from non-compatibility of hardware/software or sub-optimal hardware/software performance.
- **Removal of Service Level Agreement (SLA) – Availability Management**
 - Service Provider cannot provide SLAs on devices designated as End of Life since patches and troubleshooting assistance is no longer available from the manufacturer.
 - Service Provider will not be bound to the Unavailability Credit. If Service Provider is unable to meet the Availability Service Level Agreement due to delays caused by out-of-date firmware, operating system instances, and associated OEM products, Service Provider will not be bound to provide credit for impacted components.
- **Limited Troubleshooting**
The Service Provider will no longer be able to engage the manufacturer for support on troubleshooting complex issues. Automation and/or monitoring software may cease to function entirely, have limited function, or may function improperly. There are no guarantees that software packages and tools from the OEM or Service Provider will continue to perform their intended function on non-supported versions.
 - **Possibility of long-term or permanent outages of software and hardware:**
There is a possibility of long-term or permanent outages of software or hardware. If hourly support is required from the vendor to resolve an issue, the costs would be passed on to and paid by the Client.
 - **Inability to Recover**
If Client’s device/software experiences a failure, Service Provider will attempt, but may not be able recover the device configuration, logs, and/or data, restore function or replace the device/software. Client accepts these risks for End of Life devices.
- **Limited Reporting**

Device release/versions that are not currently supported by performance and monitoring tools are excluded from any contractual reporting.

By signing this agreement, Client understands and acknowledges the following conditions:

- Client acknowledges they are operating in an environment where certain hardware and/or software are out of support and accepts the risks and terms for devices moved to Extended EOL Level Support or Commercial Reasonable Effort Support.
- Client agrees to not hold Service Provider liable should issues arise due to not following Service Provider recommendations.
- Service pricing will be evaluated and potentially updated on a case-by-case basis.
- Service Provider will provide up to 10 hours of engineering support to help resolve individual incidents with Extended EOL level support. Additional support will be provided, if approved by the Client, at the Service Provider's then current Time and Materials (T&M) rates.
 - T&M will be charged to upgrade the firmware and to recover from security breaches should they arise.
- Variability of costs if hourly support is required from vendor to resolve issue.
 - Many vendors only support unmaintained equipment on an hourly basis and during regular business hours (typically M-F 8:00 AM – 5:00 PM) only.
- Service Provider will determine when Commercial Reasonable Effort Support stops and hourly fee-based support from the vendor is necessary. Service Provider will communicate to Client when hourly fee-based support will go into effect. Client is responsible for these vendor costs if they provide Service Provider the request and/or direction to move forward with billable support.
- Service Provider will not use entitlements from a supported system installed at the same location for the acquisition of support or updates on the non-supported environment.
- Client agrees to upgrade as follows:
 - Firmware version upgraded to a vendor supported version within 12 months of signature
 - Replace hardware/software not under maintenance/warranty contracts within 6 months of signature.
 - Make best efforts to upgrade managed devices that are designated as End of Life by the manufacturer within 6 months of the manufacturer's End of Life date. Service Provider reserves the right to discontinue Extended EOL level support following this 6-month period.
- Client agrees to carry, in place of a warranty contract, an inventory of spare equipment that can be used in the event of a hardware failure. Service Provider will comply with this alternative hardware replacement program and will work fully with Client in the event of a hardware failure.
- Client agrees to provide remote hands in the event of a hardware failure. These remote hands are expected to install, rack, and cable the replacement hardware.



Polk County
Board of County Commissioners

Agenda Item Q.12.

6/17/2025

SUBJECT

Approve Letter of Support for Allocation of FY2024 Byrne Justice Assistance Grant Funds

DESCRIPTION

As a condition of participation in the Edward Byrne Justice Assistance Grant (JAG) Program, each applicant must submit a subgrant application to the Florida Department of Law Enforcement. The application must include letters of support for the proposed funding allocation from at least 51 percent of the local units of government in Polk County, representing at least 51 percent of the county's population. A letter supporting the proposed allocation of these funds has been prepared and is submitted for Board approval.

RECOMMENDATION

Recommend Board approve the letter of support for the proposed allocation of FY2024 JAG funds.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

T. Michelle Thurner, Director

Court Services Division

(863) 534-4125

michellethurner@polk-county.net

330 West Church Street
PO Box 9005
Bartow, Florida 33831-9005



PHONE: 863-534-6000
www.polk-county.net

June 17, 2025

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302-1489

Dear Mr. Menacof

In compliance with State of Florida Rule 11D-9, F.A.C., Polk County, a political subdivision of the State of Florida approves the distribution of \$164,974.00 of Federal Fiscal Year 2024 Edward Byrne Memorial JAG Program funds for the following projects in Polk County:

Recipient	Project Purpose	Amount
City of Auburndale	Firearms	\$18,104.00
City of Bartow	Traffic Safety Enforcement Program	\$19,100.00
City of Davenport	Equipment Modernization	\$19,850.00
City of Haines City	Mobile Fingerprint Scanner Purchase	\$21,000.00
Town of Lake Hamilton	Traffic Enforcement and Equipment	\$26,070.00
City of Lakeland	Traffic Barriers and Ballistic Testing Machine	\$21,550.00
City of Lake Wales	Lake Wales Shield Program	\$17,920.00
City of Winter Haven	Radar Guns Acquisition	\$21,380.00
Total Requested:		\$164,974.00

Sincerely,

Rick Wilson, Chair
Polk County Board of County Commissioners

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: _____

From: _____, Drawer No. _____

Dept: _____ Ext. _____

Date: _____

Request (in detail): _____

Please indicate any time limits involved and attach all necessary documentation.


For County Attorney office use only:
Assign to: _____

Date: _____

County Attorney Project No.: _____
Logged out: _____

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Heather Bryan

From: T. Michelle Thurner , Drawer No. CJ

Dept: Court Services Ext. 534-2114

Date: 05/30/2025

Request (in detail): _____

June 17, 2025 agenda item requests approval of the 51% letter as required by FDLE for submission of the Edward Byrne Justice Assistance Grant subgrant applications. The Anti-Drug Abuse Advisory Council voted to approve the specific project amounts on May 29, 2025.

On BoCC Agenda for June 17, 2025.

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:

Assign to: Heather Bryan

Date: _____

County Attorney Project No.: 25-384

Logged out: 6-2-25

County Attorney

MAY 30 2025



330 West Church Street
PO Box 9005
Bartow, Florida 33831-9005



PHONE: 863-534-6000
www.polk-county.net

June 17, 2025

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302-1489

Dear Mr. Menacof

In compliance with State of Florida Rule 11D-9, F.A.C., Polk County, a political subdivision of the State of Florida approves the distribution of \$164,974.00 of Federal Fiscal Year 2024 Edward Byrne Memorial JAG Program funds for the following projects in Polk County:

Recipient	Project Purpose	Amount
City of Auburndale	Firearms	\$18,104.00
City of Bartow	Traffic Safety Enforcement Program	\$19,100.00
City of Davenport	Equipment Modernization	\$19,850.00
City of Haines City	Mobile Fingerprint Scanner Purchase	\$21,000.00
Town of Lake Hamilton	Traffic Enforcement and Equipment	\$26,070.00
City of Lakeland	Traffic Barriers and Ballistic Testing Machine	\$21,550.00
City of Lake Wales	Lake Wales Shield Program	\$17,920.00
City of Winter Haven	Radar Guns Acquisition	\$21,380.00
Total Requested:		\$164,974.00

Sincerely,

Rick Wilson, Chair
Polk County Board of County Commissioners



Polk County
Board of County Commissioners

Agenda Item Q.13.

6/17/2025

SUBJECT

Approve the Florida Defense Infrastructure Grant Agreement (S0281) made between the Florida Department of Commerce (Commerce) and Polk County (County) (one-time revenue of \$500,000)

DESCRIPTION

Polk County ("County") is home to Avon Park Air Force Range ("APAFR"). The County has been strategically working with the Department of Defense conserving lands near the APAFR to protect portions of the Florida Wildlife Corridor, preserve uplands and wetlands that support sustainable water resources for South Florida's agricultural operations and urban populations, support key wildlife conservation corridors to nearby protected lands, provide an economic benefit by supporting outdoor recreation and agricultural production. To continue this successful partnership the County applied for a Florida Defense Infrastructure Grant and was awarded \$500,000.00 from the State of Florida Department of Commerce to purchase conservation easements or full fee acquisitions near APAFR's boundary.

Section 288.980(5), Florida Statutes ("F.S."), established the Florida Defense Infrastructure Grant Program (the "Program"), which supports local infrastructure projects deemed to have a positive impact on the military value of installations within the state. Funds provided pursuant to this Agreement must be used to support the state or local community and the military installation. Projects that relate to encroachment, construction, transportation and access, utilities, communications, housing, environment, and security are eligible to receive funding under this program. The Grantee must represent a local government with a military installation or installations that could be adversely affected by federal actions. The State Fiscal Year 2024-2025 funding for the grant is provided by the 2024-2025 General Appropriations Act in line-item number 2368, Grants and Aids to Local Governments and Non-state Entities-Fixed Capital Outlay Space, Defense, and Rural Infrastructure.

The proposed project addresses compatibility issues including the APAFR's three-mile buffer zone around the perimeter as well as portions of low-level flying training areas and areas where night vision training is conducted.

The term of this agreement is from July 1, 2024, the date on which the Award Letter was issued, and extends until June 30, 2027. Florida Commerce will reimburse the County up to \$500,000 for acquisition of lands that satisfy the scope of work. The match requirement for the County is \$150,000. The County will work with willing sellers that are within the priority areas around the APAFR to acquire a conservation easement or full fee.

RECOMMENDATION

Approve the Florida Defense Infrastructure Grant Agreement (S0281) made between Florida Department of Commerce and Polk County

FISCAL IMPACT

Funds are budgeted and available in the Special Revenue Grant Fund.

CONTACT INFORMATION

Tabitha Biehl, Land and Water Natural Areas Manager
Parks and Natural Resources Division
(863) 534-7377
tabithabiehl@polk-county.net <<mailto:tabithabiehl@polk-county.net>>

Gaye Sharpe, Director
Parks and Natural Resources Division
(863) 534-7377
gayesharpe@polk-county.net <<mailto:gayesharpe@polk-county.net>>

Agenda

04/11/2025

Subject

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Description

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Recommendation

Approve the Florida Defense Infrastructure Grant Agreement (S0281) made between Florida Department of Commerce (Commerce) and Polk County (County)

Fiscal Impact

Funds are budgeted and available in the Special Revenue Grant Fund.

Contact Information

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

Gaye Sharpe, Director
Parks and Natural Resources Division
(863) 534-7377
gayesharpe@polk-county.net

REQUEST FOR LEGAL SERVICES

TO: County Attorney's Office

Attention: Breezi Hicks

FROM: Tabitha Biehl / Brooke Moherek (Drawer 206) Ext. 863-899-8157

PWOB

DIV: Parks and Natural Resources

DATE: March 7, 2025

Request (In detail):

Approve the Florida Defense Infrastructure Grant through the Florida Commerce Grant Agreement #S0281 for \$500,000.00 to pursue less than fee or full fee acquisition with willing sellers in the Sentinel Landscape. The funds will be used in coordination with funding from the Environmental Lands Program to pursue acquisition of parcels approved by the Board and through CLASAC.

3/19/25 - good to go

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:

Assign to: *B. H. ZI*

County Attorney Project No.: *2025-210*

Logged out: *3-20-25*

Date:

County Attorney

MAR 11 2025

**DEFENSE INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS GRANT AGREEMENT NUMBER S0281 (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the Polk County, a political subdivision of the State of Florida (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1: Scope of Work**
 - Exhibit 1 to Attachment 1: Quarterly Report**
 - Exhibit 2 to Attachment 1: Financial Report**
 - Exhibit 3 to Attachment 1: Grantee Invoice**
- **Attachment 2: Audit Requirements**
 - Exhibit 1 to Attachment 2: Additional Audit Requirements**
- **Attachment 3: Audit Compliance Certification**
- **Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Form**

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement,” and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2024 (the “Effective Date”) and shall continue until the earlier to occur of: (a) June 30, 2027 (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

B. FUNDING

This Agreement is a cost reimbursement Agreement. Commerce shall pay Grantee up to **Five Hundred Thousand Dollars and Zero Cents (\$500,000.00)** in consideration for Grantee’s performance under this Agreement. Commerce may provide Grantee an advance of Award Funds (up to 25% of the grant’s total value) under this Agreement. Any advance payment under this Agreement is subject to section 216.181(16),

F.S. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either: (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or

debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.
4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic

storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions.**

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

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.
2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce

otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business

operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is 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 engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
2. **Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the

contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in: (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at

Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure.

Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will

result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term “Agreement” means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.
2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

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

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. **IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.**
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

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

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.
2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of

- Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
 4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS**Grantee's Payee:**

Polk County
 4177 Ben Durrance Road
 Bartow, FL 33830
 (863) 534-7377
 TabithaBiehl@polk-county.net

Grantee's Agreement Manager:

Tabitha Biehl
 4177 Ben Durrance Road
 Bartow, FL 33830
 (863) 534-7377
 TabithaBiehl@polk-county.net

Commerce's Agreement Manager:

Christopher Weller
 107 E. Madison St.
 Tallahassee, FL 32399
 850-717-8528
Christopher.Weller@commerce.fl.gov

Commerce's Secondary Agreement Manager:

Tim MacGregor
 107 E. Madison St.
 Tallahassee, FL 32399
 850-717-8976
Timothy.MacGregor@commerce.fl.gov

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given: (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

**FLORIDA DEPARTMENT
OF COMMERCE**

POLK COUNTY

By _____
Signature

J. Alex Kelly
Title Secretary

Date _____

By _____
Signature

Rick Wilson
Title Chairman

Date _____

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

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

ATTACHMENT 1 SCOPE OF WORK

A. PROJECT DESCRIPTION:

This project with Polk County, a political subdivision of the State of Florida (Grantee), will enhance and protect military readiness by limiting incompatible development near Avon Park Air Force Range (APAFR). These benefits will be realized through the acquisition of conservation easements or full fee acquisitions from landowners willing to sell within Polk County's established Military Compatibility Zone (MCZ) as well as the Military Influence Planning Area (MIPA) as defined in the 2010 APAFR Joint Land Use Study (JLUS). The DIG funds may be used as match funds awarded by the Department of Defense's Readiness and Environmental Protection Integration (REPI) Program.

Funding for this appropriation is located on line 2368 of the 2024-2025 General Appropriations Act.

B. GRANTEE RESPONSIBILITIES: Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, perform the following activities:

1. **Closing on Conservation Easement(s) or Full Fee Acquisition(s):** The grantee shall:
 - i. Procure an appraisal, environmental site assessment, survey, conservation easement or full fee acquisition baseline and determine closing costs for identified property(ies) near Avon Park Air Force Range.
 - ii. Close on the real-estate identified for conservation easement(s) or full fee acquisition(s) and retain a copy of the recorded deed.

Provide a minimum of \$150,000.00 as match for the Project as either in-kind or cash match contribution, by the end of the Agreement period. Grantee shall provide a letter and supporting documentation to Commerce's Agreement Manager which demonstrates that the Grantee met its match requirements, including, but not necessarily limited to: the source of the contribution; the amount of each contribution and provide a summary of all match contributions. Commerce reserves the right to request any additional documentation Commerce deems necessary to support the Grantee's claim that it has met the match requirement. Commerce shall retain five percent (5%) of the total grant award as a financial consequence if Grantee fails to provide proof of match funds.

C. COMMERCE'S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits as determined necessary by Commerce, and process payments to Grantee.

D. DELIVERABLES: Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Closing on Conservation Easement(s) or full fee acquisition(s)		
Tasks	Minimum Level of Service	Financial Consequences
Grantee will close on a conservation easement(s) or full fee acquisition(s) as detailed in Section B.1. of this Scope of Work on or before June 30, 2027.	<p>Grantee may request reimbursement upon the completion of the purchase of a restrictive use easement as evidenced by the submission of the following:</p> <ul style="list-style-type: none"> A. An appraisal(s), environmental site assessment(s), survey(ies), conservation easement baseline(ies) or full fee acquisition(s) and determine closing costs for identified property(ies); B. Copies of closing documentation and copy(ies) of the recorded deed(s); C. Original invoice(s) and receipts in sufficient detail to evidence the costs are allowable, reasonable, and necessary; and D. Invoice package as defined in Section F of this Scope of Work. 	Failure to meet the Minimum Level of Service shall result in non-payment of this task.
		Deliverable 1 - \$500,000.00
TOTAL AWARD NOT TO EXCEED: \$500,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables section D table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **20%** of each deliverable total funding amount. Changes that exceed **20%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

E. REPORTING:

- Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
- Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice

summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant.

3. **Close-out Report:** No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide one invoice per quarter for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
 - a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid and (4) were incurred during the Agreement period;
 - b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
 - c. For costs related to employee salaries, the following documentation shall be required:
 1. Identification of each employee who performed tasks under this Agreement.
 2. Percentage of each employee's time devoted to tasks under this Agreement, or number of total hours each employee devoted to tasks under this Agreement. If employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable; and
 3. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions and net pay.
 - d. A copy of all supporting documentation for vendor payments.
 - e. A copy of the cancelled check(s) specific to the project, and a copy of the bank statement that includes the cancelled check, or similar evidence of expenditure (e.g., wire transfer, credit card receipt, etc.).
3. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.
6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 - a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

G. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

H. ADVANCE PAYMENT: Grantee is allowed to request an advance amount of Agreement funding to ensure timely payment of costs. This advance shall not exceed the expected cash needs of the Grantee within the initial three months of the Agreement Period. Approval of an advance may be subject to prior approval by the Department of Financial Services, to the extent required by law. Any advance payment under this Agreement is subject to section 216.181(16), F.S. To ensure compliance with this directive:

1. Reconciliation of the advance will be conducted prior to your final reimbursement request.
2. The Grantee's performance and compliance to the advance expenditure requirement during this Agreement will be taken into consideration for any advances requested in future Agreements.
3. Grantee must maintain a separate interest-bearing account in a United States banking institution for funds provided under this Agreement, and remit interest earned on the account to Commerce within 30 days of expiration or termination of the Agreement, or apply interest earned against Commerce's obligation to pay under this Agreement.

All payments subsequent to the advance payment shall be made upon presentation of an invoice expenditures and completeness as defined in Section F of this Scope of Work.

End of Attachment 1 (Scope of Work)

**EXHIBIT 1 to Attachment 1
QUARTERLY REPORT**

Instructions for Content and Format of Progress Reports:

Pursuant to Attachment 1, Scope of Work, a Quarterly Progress Report shall be completed by the Grantee and submitted through SERA each quarter. Responses should be complete and concise. The information requests included in this report are necessary to keep informed of the project's progress. This quarterly report shall not be modified other than to add the necessary information to the requests. If a section of this report is not applicable, simply respond "N/A".

Quarterly progress reports should be submitted no later than 30 business days after the close of each quarter of the Agreement Period.

Grantee Name: _____
Agreement Number: _____
Progress Report # _____ of _____
Reporting Period _____ to _____
Submittal Date _____
End Date of the Agreement _____

1. Was a Minority or Service-Disabled Veteran Business used in this Project? If yes, please provide the Minority and Service-Disabled Veteran Business Report as noted in Attachment 1, Scope of Work, Section E, Reporting.
___ yes ___ no

2. **Summary of Deliverables**
(Provide the complete list of Deliverables as contained in the Scope of Work using the table format below. Please use **BOLD text** to indicate when actual dates differ from the associated planned date.

Deliverable Name	Start Date		Completion Date		Status (% completed)
	Planned	Actual	Planned	Actual	
Total					

Progress Report Narrative

1. **Overall Project Status:**
(Provide a summary of the status of the project and list any challenges facing the project and how you plan to address them. Identify any potential agreement changes (e.g., no-cost time extension, budget updates, or schedule changes, cost shifts, etc.) that may be required to address the challenges. Identify any assistance Commerce may be able to provide to assist in resolving the challenge(s).

2. Summary of Activities:

(Summarize, in a bulleted list, significant project activities and/or accomplishments. Relate these activities and accomplishments to a Deliverable or task listed in the Scope of Work and describe why it is valuable to that deliverable or task.)

3. Meeting and Event Summary:

(A response is required for each item below for each itemized travel expense, included in the quarterly invoice, related to an attended meeting or event.)

a. Meeting/Event Type: (Please select one of the following)

Conference ____ Convention ____ Summit ____ Forum ____
 Air Show ____ Business Meeting ____ Board Meeting ____
 Other ____

b. Who, from your organization, attended the event and what is their title?

c. What was the purpose of this meeting or event?

d. Did your organization provide any meeting materials at this event? If so, please describe.

e. What knowledge did you obtain?

f. How does your attendance at this event benefit your local community, installation, and taxpayers?

4. What is Expected to be Accomplished During the Next Reporting Period?

(Include a list of significant project activities and/or accomplishments you expect to start and/or complete in the next quarter. Relate these activities to and accomplishments to a Deliverable or task listed in the Scope of Work.)

End of Exhibit 1 to Attachment 1

EXHIBIT 2 to Attachment 1
FINANCIAL REPORT
2023-2024 DEFENSE REINVESTMENT GRANT PROGRAM

(Provide the required information in the table below. The purpose of this table is to help the Grantee and Commerce ensure that project funds and match share are being spent at the expected rate and to assist with payment record keeping.)

Is this the final invoice and report for this Agreement? ___ Yes ___ No

Grantee:		Agreement No.:		Report Date:		Report Number:	
----------	--	----------------	--	--------------	--	----------------	--

Grant Period Ending:		September 30 (Q 1)		December 31 (Q 2)		March 31 (Q 3)		June 30 (Q 4)	Year:	
----------------------	--	--------------------	--	-------------------	--	----------------	--	---------------	-------	--

Budget Category	Budget			State Funded Program Expenditures		Remaining Balance	
	Award Allocation	Spent to Date	Match Share	Approved Invoices to Date	Outstanding Invoices	State Funding	Match Share
Deliverable 1							
Task 1:	\$	\$	\$	\$	\$	\$	\$
Task 2:	\$	\$	\$	\$	\$	\$	\$
Deliverable 2							
Task 1:	\$	\$	\$	\$	\$	\$	\$
Task 2:	\$	\$	\$	\$	\$	\$	\$
Deliverable 3							
Task 1:	\$	\$	\$	\$	\$	\$	\$
Task 2:	\$	\$	\$	\$	\$	\$	\$
Grand Totals:	\$	\$	\$	\$	\$	\$	\$

Agreement Execution Date		
Agreement End Date		
% of Agreement Term Completed to Date		

- End of Exhibit 2 to Attachment 1 –

Exhibit 3 to Attachment 1
GRANTEE INVOICE

This invoice is a summary of all the costs that you are claiming currently. If the costs encompass multiple deliverables, delineate the costs for each of the deliverables separately.

Grantee Name: _____
 Street Address: _____
 City, State & Zip Code: _____
 Contact Name: _____
 Contact Phone: _____

Agreement Number: _____
 Invoice Number: _____
 Dates of Service: _____
 FEIN: _____
 Contact Email: _____

To: Florida Department of Commerce
 107 East Madison Street
 Tallahassee, FL 32399
 ATTN: Steven Wood

Deliverable and/or Task Number:			
Payee Name:	Payee Invoice Number:	Payment Confirmation or Check Number:	Amount
Deliverable and/or Task Number:			
Deliverable and/or Task Number:			
Total			

I certify, by evidence of my signature below, the above information is true and correct, and accurately reflects the terms and conditions of the executed contract. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

Name (printed) _____ Date _____ Signature _____

Title _____

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit

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

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

PART III: OTHER AUDIT REQUIREMENTS.

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR§200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

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

or

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

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

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

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

or

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

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

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

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EXHIBIT 1 to Attachment 2

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project FLORIDA DEPARTMENT OF COMMERCE, CSFA 40.042, REGIONAL
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE - **\$500,000.00**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

- 1. THE GRANTEE SHALL PERFORM THE OBLIGATIONS AS SET FORTH IN THIS
AGREEMENT, INCLUDING ANY ATTACHEMENTS AND EXHIBITS THERTO.**
- 2. ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.**

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs
and State Projects included in Exhibit 1 be provided to the recipient.

Remainder of Page Intentionally Left Blank

Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____
Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

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

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

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

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

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

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

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

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

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

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

ATTACHMENT 4 - DEPARTMENT OF COMMERCE
Office of Procurement
CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount

\$0.00

MBE Participation Amount:

\$0.00

MBE Percentage

DV Participation Amount:

\$0.00

DV Percentage

Contract Vendor Invoice #

0

Date (mm dd, yyyy)

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women

** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

* Certified V: W - Veteran Business * Non-Certified V: Y - Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE



Polk County
Board of County Commissioners

Agenda Item Q.14.

6/17/2025

SUBJECT

Approve Amendment No. 1 to Agreement 2024-036, with Dream Traxx, LLC for renovations and maintenance of All-Terrain Vehicle (ATV) tracks at Bone Valley ATV Park. (\$80,000.00 estimated recurring annual expense)

DESCRIPTION

On April 2, 2024, the County entered into Agreement 2024-036, with Dream Traxx, LLC as the result of Sole Source 24-242. in the amount of \$240,075.00 for Phase 1 services to conceptualize and build a 25-acre motocross track on the northern portion of the park property to allow for dirt bike practice and race events.

While renovation and maintenance, training and consultation services are included in the agreement, this amendment provides a method to issue work authorizations to perform those services. Work authorizations \$100,000.00 or less will require the Parks & Natural Resources Director approval and work authorization greater than \$100,000.00 will require the County Manager (or designee) approval.

Parks and Natural Resources will provide details for each work authorization including the background and scope of work.

RECOMMENDATION

Request Board approve Amendment No. 1 to Agreement 2024-036, with Dream Traxx, LLC for renovations and maintenance of ATV tracks at Bone Valley ATV Park. (\$80,000.00 estimated recurring annual expense)

FISCAL IMPACT

Funds are budgeted and available in the Leisure Services Fund.

CONTACT INFORMATION

Brad Howard

Sr. Procurement Analyst

863.534.6706

bradhoward@polk-county.net

AGREEMENT FOR WORLD CLASS MOTOCROSS FACILITY

#2024-036

AMENDMENT #1

This AMENDMENT is made and entered into, effective as of the date last executed, 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 Dream Traxx, LLC (the “Firm”), a Florida limited liability company, located at 2921 Crystal Beach Road, Winter Haven, Florida 33880, whose Federal Employer Identification number is 20-8410509.

WITNESSETH:

WHEREAS, the County and Firm entered into Agreement #2024-036 dated April 2, 2024 (the “Agreement”), for the purpose of providing professional services in connection with the conceptualization and construction of a world class motorcross facility located at Bone Valley ATV Park at 10427 CR 630 W. Mulberry, Florida 33960; and

WHEREAS, the Firm has completed services related to Phase 1, Track Conceptualization and Build Services; and

WHEREAS, pursuant to the advertised intent to sole source (“ISS 23-524”), which is incorporated in Agreement 2024-036, services include, but are not limited to maintenance, renovation, consultation, training, operations, special event assistance and further development of the property; and

WHEREAS, Section 2.4, Work Authorizations is hereby included in the Agreement, the County and the Firm mutually agree to the addition establishing a mechanism to provide for maintenance, renovation, consultation, training, operations, and special event assistance; and

WHEREAS, Exhibit “B”, Fee Schedule is hereby amended to include water truck services; and

WHEREAS, pursuant to Section 16.0 of the Agreement, the County and the Firm mutually agree to amend the Agreement as set forth below; and

WHEREAS, the Use of Coercion for Labor or Services provision was enacted by Legislative action through Florida Statue 787.06(13) and became effective July 1, 2024.

NOW, THEREFORE, the County and the Firm, hereby agree as follows:

1. The recitals stated above are true and correct and are fully incorporated herein.
2. The Agreement is hereby amended to modify Section 2.4 of the Agreement to include additional services and establish a mechanism to provide for those services associated with intent to sole source (“ISS 23-524”), which are more fully set forth and described in Attachment “A” of this Amendment, attached hereto and fully incorporated herein.
3. When the County requires the Firm to perform maintenance, renovation, consultation, training, operations, and special event assistance, the County, by the Division Director or their Designee, will issue a Work Authorization to the Firm stating (1) the specific scope of services, (2) maximum amount of compensation based on the unit prices listed in Exhibit “B”, attached hereto, and (3) schedule, for the Services and all provisions of the Agreement shall apply to the Work Authorization with full force and effect as if

appearing in full within each Work Authorization. Each Work Authorization shall become effective upon the execution and issuance of a purchase order.

2.4.1 Work Authorizations greater than \$100,000 shall be approved by the County Manager or designee prior to a purchase order being issued for the services.

2.4.2 The Firm is not authorized to undertake any Services without a duly executed Work Authorization and corresponding purchase order, which shall specify the services to be performed and the time to be completed.

2.4.3 Work Authorizations Valid After Agreement Expiration. When the Firm and the County enter into a Work Authorization for any Services where the term of the Work Authorization expires on a date that is later than the date that the Agreement expires, the Firm and the County agree that the terms of the 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. Cancellation by the County of any remaining services prior to the Firm's full completion of the requirements of the Work Authorization shall cause the terms of the Agreement to terminate at the same time. This Section 2.4.3 applies only when the expiration of the Work Authorization extends beyond the expiration of the Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of the Agreement.

4. The Agreement, as amended by this Amendment #1, continues in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

Reviewed as to form and legal sufficiency:

Maah Maah 5/6/25
County Attorney's Office Date

Dream Traxx, LLC
a Florida limited liability company

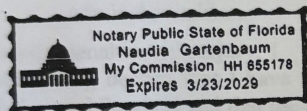
By: Jason Baker
JASON BAKER
PRINT NAME

OWNER
TITLE

Date: 5/28/2025

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Florida County OF Lake
 The foregoing instruments was acknowledged before me by means of ☒ physical presence or
☐ online notarization this 28 May 2025 (Date) by Jason Baker (Name
 of officer or agent) as owner (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 FL DL 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 28 May 2025 (Date).
Naudia Gartenbaum (Official Notary Signature and Notary Seal)
Naudia Gartenbaum (Name of Notary typed, printed or stamped)
 Commission Number HH 655178 Commission Expiration Date 03/23/2029



NON-CONSENTMENT ENTRY

[Signature]
 SIGNATURE

Jason Baker
 PRINT NAME


Owner
 TITLE

5/28/2025
 DATE

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Further Affiant sayeth naught.


SIGNATURE

OWNER	TITLE

1417

Attachment "A"



POLK COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: January 31, 2024 Mod #1 5/4/2025

This form MUST be completed and approved by the Procurement Director PRIOR to the purchase being made. A Sole Source Purchase will only be authorized when it is determined by the Procurement Director or their designee that (1) it is the ONLY item that will produce the desired results and is available from only one source of supply; or (2) where standardization is determined to be desirable by the County; (3) because of compatibility with existing equipment or systems.

Requesting Division: Parks and Natural Resources

Proposed Vendor (Include name, telephone #, and email):

Dreamtraxx (Jason & Stacey Baker) 863-670-3747, stacey@dreamtraxx.com

Describe Purchase. What will this purchase do for the Division?

Conceptualize and produce a world class moto-cross track.
Mod #1: Increase dollar amount to allow for work authorizations to perform ongoing
maintenance, renovation, consultation, training, operations and special events.
Explain how this product/service best meets the needs of the County. How does this purchase
meet the criteria of a sole source purchase?

Development of this track will provide a unique and attractive amenity to Bone Valley ATV Park. Dreamtraxx is
local and uniquely qualified to produce this track. They are also a local company with ties to Polk County.
This service was confirmed as a sole source through ISS 23-524 which received no responses.

Total cost for the Sole Source Purchase: \$240,075 + 320,000 (Mod #1)=560,075.00 *See Shape 5/7/25*
(Total cost includes shipping & installation (if applicable)) The term of this SS is the as the same as
Agreement No 2024-036, April 1, 2029.

Derek Harpe 1/31/24
Requestor Name (PRINT) Date
Derek Harpe 1/31/24
Requestor Signature (SIGN) Date
Michelle Sims 5/7/25
Signature of Procurement Director/Designee Date

PROCUREMENT USE ONLY

Date Received: 1/31/2024 PO#: _____ P-Card Purchase: N/A
Procurement Specialist: B. Howard Sole Source #: 24-242
Insurance Received Date: _____

Purchase in excess of \$50,000 will be reported to the BoCC at the end of each budget year.

EXHIBIT “A”
SCOPE OF SERVICES
Amendment #1

Renovations

To ensure all tracks at Bone Valley ATV Park are in optimum condition for the public, the Firm will perform renovations on each track upon the issuance of a work authorization and corresponding purchase order. Renovations include, but are not limited to, fixing any damage to the track and drainage system as well as recapping the clay riding surface. Materials (i.e., rock, clay, pipes) may be purchased a) by the County or b) by the Firm at its actual cost plus 10%. If the Firm purchases materials, a copy of the invoice or paid receipt shall be provided to the County when requesting reimbursement. These renovations are to be billed in one Lump Sum Payment per task.

Track Maintenance

Additional maintenance of the Bone Valley ATV Park tracks may be required to maintain the tracks' integrity. If such maintenance is deemed necessary by County personnel, then work may be authorized through work authorization and corresponding purchase order. This work will be performed in accordance with the terms and conditions of the Agreement and billed according to Exhibit B – Fee Schedule. Each repair/maintenance session is to be billed in one Lump Sum Payment.

EXHIBIT “B”
Revised Fee Schedule
Amendment #1

Track Maintenance	Rate per Hour	Daily Rate – based on 8 hours
Dozer	\$206.41	\$1,651.33
Skidsteer	\$167.84	\$1,342.76
Loader	\$192.92	\$1,543.39
Operator – 1 per machine used for maintenance	\$115.87	\$927.00
Water Truck	\$75.78	\$606.24
Consult Fee	\$125.00	-
Training Fee	\$200 – 4 hour minimum	-

For track maintenance to be performed, a minimum of 1 working day is required per piece of equipment. A working day is defined as 8 hours. Any work performed greater than an 8-hour workday will be charged at the per hour rate.

The purchase of materials will be reimbursed at its actual cost plus a 10% markup. A copy of the invoice or paid receipt shall be provided to the County when requesting reimbursement



Polk County
Board of County Commissioners

Agenda Item Q.15.

6/17/2025

SUBJECT

Approve Agreement between Marc D. Robinson and Kristy Robinson and Polk County for property purchase and CIP amendment for Willow Oak Fire Rescue Station. (\$366,000 one-time expense)

DESCRIPTION

Fire Rescue has planned to construct a fire rescue station in the Willow Oak area to replace the existing station located along Willis Road to continue to sufficiently service the surrounding area. The existing station sits on a small tract of land containing less than a third of an acre that is currently leased by the County, which precludes upgrading the station in its current location. County staff reviewed multiple properties in the area; however, many are already developed, too small, or have access concerns making them cost-prohibitive. It was recently discovered that a residential parcel containing approximately 2.15 acres, located less than 600 feet from the existing station at the northeast corner of Willis Road and Willow Oak Road, was listed for sale. The property was reviewed, and it was determined to be sufficient to accommodate the construction of a prior model fire rescue station which would accommodate the service needs of the area. The County contacted the listing agent about purchasing the property which was listed at \$380,000. Negotiations resulted in a purchase price of \$360,000 and the owners, Marc and Kristy Robinson, have executed an agreement with the County. Additionally, American Government Services Corporation will process the closing at an estimated cost of \$6,000.

The County Attorney's Office and the Real Estate Services Director have reviewed the agreement and recommend approval. Approving the agreement, authorizing the issuance of funds for the purchase, and hiring American Government Services Corporation to close the transaction will allow the County to take ownership of the parcel and move forward with the development and construction of the needed fire station.

RECOMMENDATION

Request Board approve the agreement for the property purchase and CIP amendment to authorize the issuance of funds in the amount of \$360,000 for the purchase and an estimated \$6,000 for closing costs for a total amount of \$366,000.

FISCAL IMPACT

Upon approval of the CIP amendment, funds will be available in the General Capital Improvement Fund within the Willow Oak Fire Station project.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577



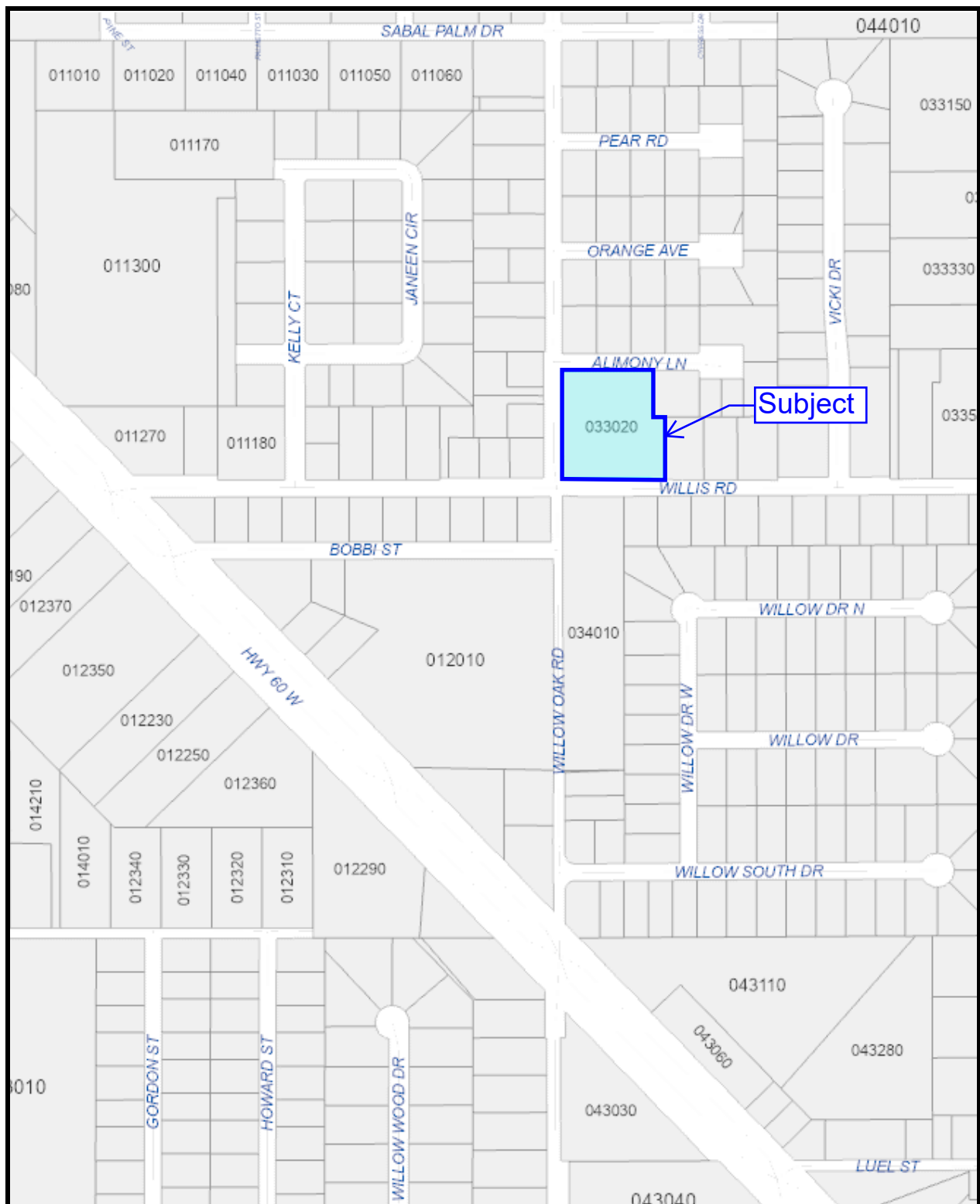
North

Subject Area

Section 33,
Township 29 South,
Range 23 East



SECTION 33, TOWNSHIP 29 SOUTH, RANGE 23 EAST





Board of County Commissioners

Parcel I.D. No.: 232933-000000-033020

AGREEMENT

STATE OF FLORIDA COUNTY OF POLK

THIS AGREEMENT made and entered into this 7 day of June, 2025, between **MARC D. ROBINSON and KRISTY ROBINSON**, husband and wife, whose address is 4145 Willis Road, Mulberry, Florida 33860, hereinafter referred to as "Owners", and the **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, Owners agree to sell to County and County agrees to purchase from Owners the lands identified as Parcel ID Number 232933-000000-033020, as more particularly described in Exhibit "A", together with all improvements, easements, and appurtenances (collectively, the "Property"), in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of one dollar each to the other paid, it is agreed as follows:

- (a) Owners agree to sell and convey the Property by Warranty Deed, free of liens and encumbrances, unto the County, for the sum of \$360,000 (Three Hundred Sixty Thousand and 00/100 Dollars).
- (b) The County payment of \$360,000 for the purchase of the Property together with applicable closing costs shall be made to the Title Agency described in Section (d) herein for disbursement at closing.
- (c) Owners shall be responsible for the payment of any and all, current and/or past due real property taxes, or pro-rations thereof, pro-rated to the date of closing, and assessments due on the date of closing, and any payment due will be deducted at closing from the Owners' proceeds. Owners shall also be responsible for the payment of any monetary Mortgages, Judgments and/or Liens, if any, which attach to the Property and any payment(s) due will be deducted at closing from the Owners' proceeds.
- (d) Transaction will be closed by American Government Services Corporation (the "Title Agency") and the County agrees to pay the closing fee, title search fee, owner's title insurance premium, documentary stamps, if any, and the recording of the deed.

- (e) Once Owners have delivered an executed agreement to the County then every effort will be made to present it to the Board of County Commissioners for consideration at its next regularly scheduled meeting.
- (f) The County agrees to grant extended occupancy of the Property to the Owners and the Owners agree to execute an Extended Occupancy and Hold Harmless Agreement for said extended occupancy. Any improvements or personal property not removed upon vacation of the premises or expiration of extended occupancy of the Property shall be considered abandoned by the Owners.
- (g) The Property as described in the attached Exhibit "A" was prepared from information available at the time of this Agreement without the benefit of a review by a licensed surveyor. County and Owner agree that the description will be reviewed and/or prepared by a licensed surveyor, at the sole cost and expense of the County, and the description as approved and/or prepared by said surveyor shall be the prevailing description for the Closing, provided that such legal description generally describes the same property described in Exhibit "A" and identified by the Parcel ID Number stated herein.
- (h) Owner shall be responsible for the payment of any and all real estate fees and/or commissions to Compass Florida LLC on behalf of the Owner, and any payments due will be deducted and disbursed at closing from the Owner's proceeds. County represents that it has not incurred the services of a broker.
- (i) The Owner agrees and expressly acknowledges that the monies paid, and other consideration given in accordance with this Agreement is just and full compensation for all property interest and or claims arising from this acquisition and no other monies including fees and/or cost are owed by the County to Owner.


* **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

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

OWNERS:

By:  6/9/25
Robert W. Allen, Director Date
Polk County Real Estate Services

 6/7/25
Marc D. Robinson Date

Date approved by the BoCC:

 6/7/25
Kristy Robinson Date

EXHIBIT "A"

That part of the West 1/2 of the NW 1/4 of the NW 1/4 of Section 33, Township 29 South, Range 23 East, Polk County, Florida described as follows: The South 139.00 feet of the North 1121.67 feet of the West 329.92 feet of said W 1/2.

AND

The West 1/2 of said NW 1/4 of the NW 1/4 LESS the North 1121.67 feet of said West 1/2 and also LESS the South 210 feet of the East 335.00 feet of said West 1/2

AND

The West 1/2 of the following described: The East 103.08 feet of the West 433 feet of the West 1/2 of the NW 1/4 of the NW 1/4 of Section 33, Township 29 South, Range 23 East, Polk County, Florida LESS the North 982.67 feet and the South 210 feet of said W 1/2 of the NW 1/4 of the NW 1/4. LESS that portion as described in Official Records Book 9651, at Page 190, of the Public Records of Polk County, Florida.

AND

LESS: Maintained Right-of-Way for Willow Oak Road and Willis Road as recorded in Map Book 3, at Pages 30, 31, 32 and 33 of the Public Records of Polk County, Florida. Same being the West 25 feet and the South 25 feet of the West 1/2 of the NW 1/4 of the NW 1/4 of Section 33, Township 29 South, Range 23 East, Polk County Florida.

Being the same property described in that certain Warranty Deed recorded in O.R. Book 12284, at Pages 995 and 996, Public Records of Polk County, Florida.



Polk County
Board of County Commissioners

Agenda Item Q.16.

6/17/2025

SUBJECT

Approve Right-of-Way Agreement between Robert Ureste and Polk County in conjunction with the Thompson Nursery Road Phase 1 - Segment 2 Project. (\$374,000 one-time expense)

DESCRIPTION

The County has a project to improve and realign Thompson Nursery Road from West Lake Ruby Drive to U.S. Highway 17. The project consists of primarily new alignment from US Highway 17 to a point on Eloise Loop Road to the west of West Lake Ruby. The project has been separated into four segments of the corridor due to the nature, and associated challenges, of certain portions of the alignment. The County hired an engineering firm to evaluate, and if necessary, redesign, the designated segments of the planned roadway based on previous engineering plans completed for the corridor. Due to new residential development along the previous alignment a portion of the corridor from Rifle Range Road near its intersection with Eloise Loop Road to the planned railroad crossing, which is identified as Segment 2, will need to be realigned and an alignment study is in the final stages of completion with alternatives and a recommended alignment already developed. The County was contacted by the owner of a tract of land containing approximately 1.9-acres, located along the north side of 1st Street East, approximately one-third of a mile east of Rifle Range Road. The owner, Robert Ureste, expressed an interest in selling the property to the County for use in the project. The County reviewed the property and has confirmed that it will be needed for mainline right-of-way and can be utilized as part of one of the alternatives identified for a storm water retention pond for the project.

The County hired an independent appraiser to establish a value for the property and the owner rejected the County's offer. Subsequent negotiations with the owner have resulted in a proposed purchase amount of \$370,000 for the property and the owner has executed a Right-of-Way Agreement. The owner has not incurred any attorney fees or expert costs in conjunction with this acquisition. The County Attorney's Office and the Real Estate Services Director have reviewed the agreement and recommend approval. The alternative of acquiring this or other parcels in the future through condemnation litigation would result in substantial cost to the County. Approving the Right-of-Way Agreement, authorizing the issuance of funds for the purchase and closing costs and hiring American Government Services Corporation to close the acquisition will allow the County to close the transaction and take ownership of the parcel for the project.

RECOMMENDATION

Request Board approve the aforementioned Right-of-Way Agreement and authorize the issuance of funds in the amount of \$370,000 for the purchase. Also request the Board approve hiring American Government Services Corporation to close the transaction and approve paying estimated closing costs in the amount of \$4,000 for a total amount of \$374,000.

FISCAL IMPACT

Funds are available in Roads and Drainage 5-year CIP in the Impact Fee Zone A Fund.

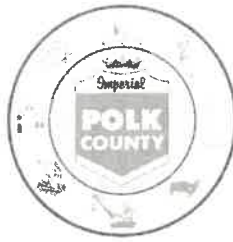
CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577



Section 16, Township 29 South, Range 26 East





Board of County Commissioners

Project Name: Thompson Nursery Road Phase 1 – Segment 2
Parcel ID No.: 262916-689000-016507

RIGHT-OF-WAY AGREEMENT

**STATE OF FLORIDA
COUNTY OF POLK**

THIS AGREEMENT made and entered into this 3rd day of JUNE, 2025, by and between **ROBERT URESTE**, whose address is 211 1st Wahneta Street E, Winter Haven, Florida 33880-5805, (the “Owner”), and **POLK COUNTY**, a political subdivision of the state of Florida, whose mailing address is P.O. Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, (the “County”).

WITNESSETH

WHEREAS, the County has a road project known as the Thompson Nursery Road Phase 1 – Segment 2 Improvement Project (“Project”) and said Owner has agreed to sell the property currently identified as Parcel ID No. 262916-689000-016507, and more particularly described in attached Exhibit “A” (the “Property”), for use in conjunction with the Project.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar each to the other paid, it is agreed as follows:

- (a) Owner agrees to sell and convey the Property by Warranty Deed, free of liens and encumbrances, unto the County, for the sum of \$370,000.
- (b) The County payment of \$370,000, together with applicable closing costs, shall be within forty-five (45) days from date hereof upon simultaneous delivery of such deed of conveyance and shall be made to the title agency described in Section (e) herein for disbursement at closing.
- (c) Once Owner has delivered executed agreement to County then every effort will be made to present it to the Board of County Commissioner for consideration at its next regularly scheduled meeting. Upon approval by the BoCC, County will diligently work to close the transaction upon the receipt of an acceptable title commitment.
- (d) Owner shall be responsible for the payment of any and all, current and/or past due real property taxes, or prorations thereof, prorated to the date of closing, and assessments due on the date of closing, and any payment due will be deducted at closing from the Owner’s proceeds. Owner shall also be responsible for the payment of any monetary Mortgages, Judgments and/or Liens, if any, which attach to the Property and any payment(s) due will be deducted at closing from the Owner’s proceeds.

Page 2

- (e) Transaction will be closed by American Government Services Corporation (the "Title Agency"). The County agrees to pay all closing costs associated with the transaction with the exception of the real property taxes / assessments, mortgages and Judgments/Liens as described in Section (d), and real estate commissions or fees, if any, incurred as a result of the Owner. The County represents that it has not incurred the services of a broker. Such closing costs paid by the County include the title insurance premium, closing fee, title search fee, the documentary stamps on the deed, if any, and ancillary recordable documents, if any.
- (f) The County agrees to grant extended occupancy of the Property through June 1, 2026 to the Owner and Adrian Ureste, and the Owner agrees to execute, and have Adrian Ureste execute Extended Occupancy and Hold Harmless Agreements for said extended occupancies. In addition the Owner agrees to obtain an executed Quit Claim Deed to the County for Adrian Ureste, at or prior to Closing. Any improvements or personal property not removed upon vacation of the premises or expiration of extended occupancy of the Property shall be considered abandoned by the Owner.
- (g) County acknowledges that this conveyance of the Property for right-of-way is in lieu, and under threat, of condemnation.
- (h) The Owner agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property interest and or claims arising from this acquisition and no other monies including fees and/or cost are owed by the County to Owner.

*** THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

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

By:  6/3/25
R. Wade Allen, Director
Real Estate Services
Its Agent

OWNER:


Robert Ureste Date

Approved by the Board:

Date: _____

Exhibit “A”

A part of Lot 165, WAHNETA FARMS as recorded in Plat Book 1, Pages 82A and 82B described as:

Begin 736.0 feet East of Southwest corner of Lot 165, thence continue East 140.0 feet, then North $40^{\circ}55'$ East 332.0 feet, thence North $56^{\circ}24'04''$ West for 298.44 feet, thence South $40^{\circ}55'$ West for 90.0 feet, thence South $08^{\circ}10'24''$ West for 351.55 feet to point of beginning, Less the South 25.0 feet for road right-of-way, Polk County, Florida.



Polk County
Board of County Commissioners

Agenda Item Q.17.

6/17/2025

SUBJECT

Approve Land Purchase Agreement between CM Holdings CFL, Inc. and Polk County for a parcel associated with the realignment of Bargain Barn Road. (\$43,000 one-time expense)

DESCRIPTION

Bargain Barn Road is a public roadway running between CR 547 and US Highway 17/92. The eastern portion of the roadway is proposed to be realigned to align with the proposed signalized intersection of Power Line Road at US Highway 17/92 and in conjunction with proposed commercial development. The developer of the proposed development will convey right-of-way adjacent to the development for a portion of the roadway; however, additional right-of-way parcels are needed for the realignment and associated drainage facilities. Discussions with the owner of one of the parcels needed for mainline right-of-way which contains approximately 4,500 square feet, CM Holdings CFL, Inc., has resulted in a proposed purchase price of \$40,000 for the parcel.

The County Attorney's Office and the Real Estate Services Director have reviewed the Agreement and recommend approval. Approving the Land Purchase Agreement, authorizing issuance of funds for the purchase, and hiring American Government Services Corporation to close the transaction will allow the County to take ownership of the parcel for the planned realignment.

RECOMMENDATION

Request Board approve the above-mentioned Land Purchase Agreement and authorize the issuance of funds in the amount of \$40,000 for the purchase. Also request the Board approve hiring American Government Services Corporation to close the transaction and approve paying estimated closing costs in the amount of \$3,000 for a total amount of \$43,000.

FISCAL IMPACT

Funds are available in Roads and Drainage 5-year CIP in the Transportation 1-Mill Fund.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577



Section 03, Township 27 South, Range 27 East





Board of County Commissioners

Parcel I.D. No.: 272703-717000-000033

LAND PURCHASE AGREEMENT

**STATE OF FLORIDA
COUNTY OF POLK**

THIS AGREEMENT made and entered into this 21st day of May, 2025, between **CM HOLDINGS CFL, INC.**, a Florida Profit Corporation whose address is 7133 Oak Glen Trail, Harmony, Florida 34773, hereinafter referred to as "Owner", and the **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, Owner agrees to sell to County and County agrees to purchase from Owner a portion of the lands identified as Parcel ID Number 272703-717000-000033, as more particularly described in Exhibit "A", together with all improvements, easements, and appurtenances (collectively, the "Property"), in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of one dollar each to the other paid, it is agreed as follows:

- (a) Owner agrees to sell and convey the Property by Warranty Deed, free of liens and encumbrances, unto the County, for the sum of \$40,000 (Forty Thousand and 00/100 Dollars).
- (b) Purchaser shall pay unto the Owner the total sum of \$40,000 by County Warrant, within ninety (90) days from date hereof upon simultaneous delivery of such instruments of conveyance. Any improvements or personal property not removed from subject land by closing shall be considered abandoned by the Owner.
- (c) Owner shall be responsible for the payment of any and all, current and/or past due real property taxes, or pro-rations thereof, pro-rated to the date of closing, and assessments due on the date of closing, and any payment due will be deducted at closing from the Owner's proceeds. Owner shall also be responsible for the payment of any Mortgages, Judgments and/or Liens, if any, which attach to the Property and any payment(s) due will be deducted at closing from the Owner's proceeds.
- (d) Once Owner has delivered executed agreement to County then every effort will be made to present it to the Board of County Commissioners for consideration at its next regularly scheduled meeting.


- (e) Transaction will be closed by American Government Services Corporation (the "Title Agency"). The County agrees to pay all closing costs associated with the transaction with the exception of the real property taxes / assessments as described in Section (c) and real estate commissions or fees, if any, incurred as a result of the Owner. Such closing costs paid by the County include the closing fee, title search fee, the documentary stamps on the deed, if any, and ancillary recordable documents, if any.
- (f) Owner shall be responsible for the payment of all real estate fees and/or commissions or attorney's fees on behalf of the Owner, if any, and any payments due will be deducted at closing from the Owner's proceeds. County represents that it has not incurred the services of a broker.
- (g) Owner acknowledges that the conveyance of the Property is a voluntary acquisition by the County and is not under threat of condemnation.
- (h) The Owner agrees and expressly acknowledges that the monies paid, and other consideration given in accordance with this Agreement is just and full compensation for all property interest and or claims arising from this acquisition and no other monies including fees and/or cost are owed by the County to Owner.

* **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

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

OWNER:
CM HOLDINGS CFL, INC., a Florida Profit
Corporation

By: 
Heather Fuentes, Sr. Real Estate Professional
Polk County Real Estate Services

By: 
Mario Ortiz, President

Approved by:


R. Wade Allen, Director
5/22/25
Date

DESCRIPTION:

THAT PART OF ACREAGE LOT C AND ACREAGE LOT D, AS SHOWN ON THE REPLAT OF DAVENPORT TERMINALS ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 4, TOGETHER WITH THAT PART OF BROAD STREET, CLOSED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 7964, PAGE 1472, AND THAT PART OF BARGAIN BARN ROAD AS DESCRIBED IN DEED BOOK 812, PAGE 503, ALL, LYING WEST OF U.S. HIGHWAY 17-92 (STATE ROAD 600, SECTION 1605-PROJ94), ALL OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID BARGAIN BARN ROAD WITH THE WEST RIGHT OF WAY OF SAID U.S. HIGHWAY 92 AND RUN THENCE ALONG SAID WEST RIGHT OF WAY LINE, S13°44'19"W A DISTANCE OF 317.89 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN, N77°21'37"W A DISTANCE OF 136.06 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, A DELTA ANGLE OF 58°51'01", WHOSE CHORD BEARS N47°56'06"W, A CHORD DISTANCE OF 167.04 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 174.61 FEET; THENCE N13°41'20"E A DISTANCE OF 180.99 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID BARGAIN BARN ROAD; RUN THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N76°18'40"W A DISTANCE OF 119.10 FEET TO THE EAST LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 13225, PAGE 2136 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE POINT OF BEGINNING. RUN THENCE ALONG SAID EAST BOUNDARY S06°23'27"W A DISTANCE OF 121.13 FEET; THENCE N15°53'00"W A DISTANCE OF 50.22 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET, A DELTA ANGLE OF 45°31'30", WHOSE CHORD BEARS N38°38'45"W, A CHORD DISTANCE OF 131.55 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 135.08 FEET TO EAST RIGHT OF WAY LINE OF 42nd STREET AS DESCRIBED IN SAID OFFICIAL RECORD BOOK 13225, PAGE 2136; RUN THENCE ALONG SAID EAST RIGHT OF WAY LINE, N16°14'44"E A DISTANCE OF 3.24 FEET TO SAID SOUTH RIGHT OF WAY LINE OF BARGAIN BARN ROAD; RUN THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: (1) S72°36'40"E A DISTANCE OF 110.78 FEET; (2) S76°18'40"E A DISTANCE OF 2.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS SQUARE 4516 FEET

NOT VALID WITHOUT A DIGITAL
SIGNATURE OR A SIGNATURE AND
RAISED SEAL

Robert E Lazenby IV
Digitally signed by
Robert E Lazenby IV
Date: 2025.03.20
08:29:17 -04'00'

ROBERT E. LAZENBY, IV, P.S.M. # 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

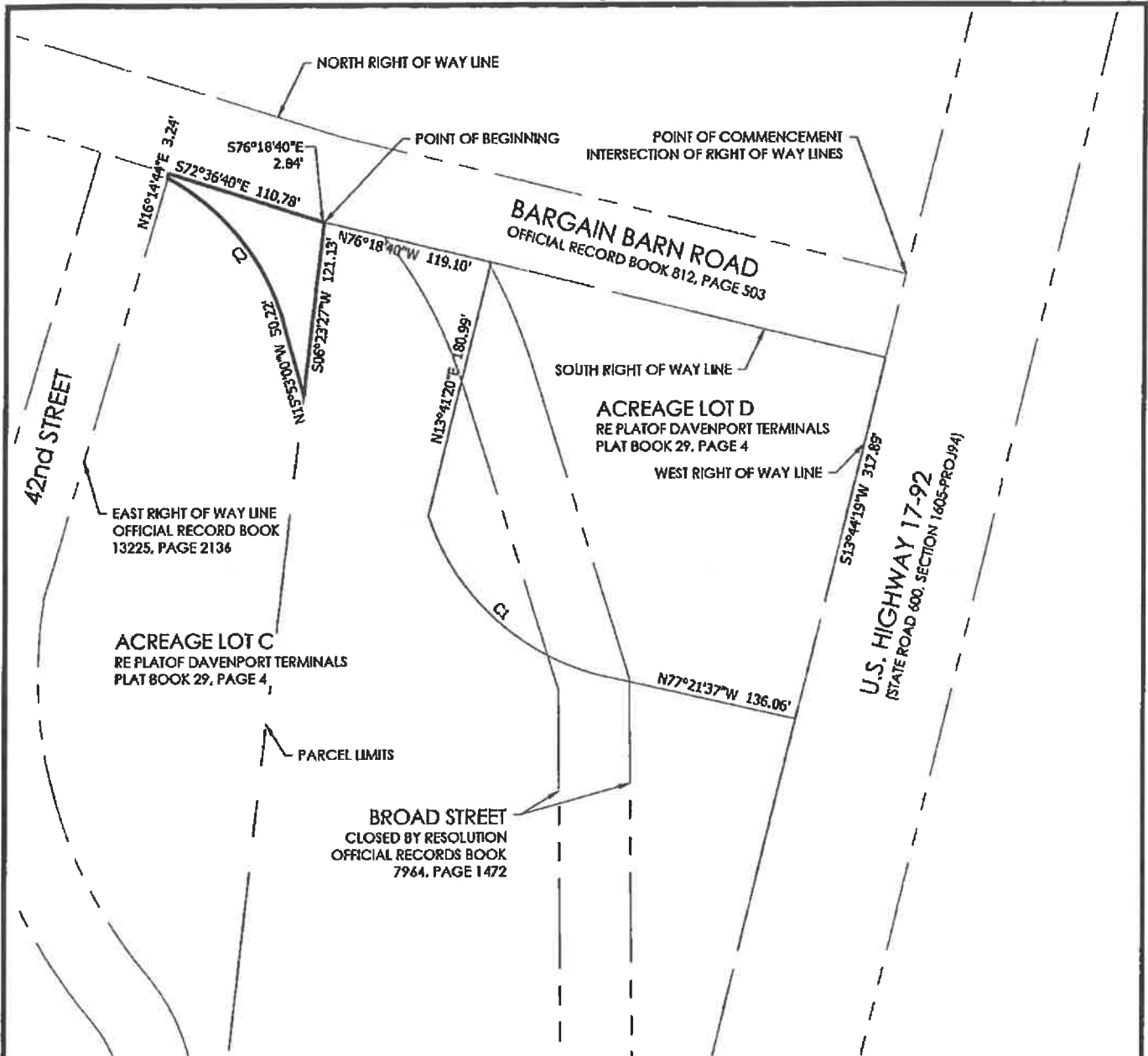
BARGAIN BARN ROAD

Section 03, Township 27S, Range 27E

SKETCH OF DESCRIPTION
NOT A SURVEY
SHEET 1 OF 2

DRAWING: #####

JOB #11309



NORTH
SCALE: 1" = 100'

CURVE TABLE

#	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	174.61'	170.00'	058°51'01"	167.04'	N47° 56' 06"W
C2	135.08'	170.00'	045°31'30"	131.55'	N38° 38' 45"W

NOT VALID WITHOUT A DIGITAL
SIGNATURE OR A SIGNATURE AND
RAISED SEAL

Robert E Lazenby IV
Digitally signed by
Robert E Lazenby IV
Date: 2025.03.20
08:28:54 -04'00'



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

ROBERT E. LAZENBY, IV, P.S.M. # 6369

BARGAIN BARN ROAD

Section 03, Township 27S, Range 27E

SKETCH OF DESCRIPTION
NOT A SURVEY
SHEET 2 OF 2

DRAWING: #####

JOB #11309



Polk County
Board of County Commissioners

Agenda Item Q.18.

6/17/2025

SUBJECT

Declare surplus and authorize the private sale through sealed bid offering to adjacent landowners of the County's interest in a platted park. (Potential for \$5,000 or greater, one-time revenue)

DESCRIPTION

The plat of Camp Lester, recorded in 1948 in Plat Book 33 at Page 38, dedicated to the public a certain area identified as "Park" lying within Block 5 said plat. The parcel is a vacant, triangular-shaped parcel containing approximately 6,900 square feet located at the northeasterly corner of the intersection of Camp Lester Road and Reese Drive. Due to its size, shape and location, the park is not conducive for use as a public park under County standards. The County has received multiple requests for the purchase of the property by adjacent owners. The park is a non-developable parcel; therefore, the property is only of use and benefit to the adjacent property owners. The County contacted the adjacent property owners, and all have expressed an interest in purchasing the County's interest in the property. Staff is requesting the park be declared surplus and offered to the adjacent property owners through a private sale and sealed bid with a minimum bid value of \$5,000 based on an in-house valuation utilizing available data. Another platted park within this plat was previously sold and conveyed by the County in conjunction with the sale of the former Camp Lester fire station.

Florida Statutes allow for the conveyance by the County of lands dedicated for park purposes and allow for the disposal of property by declaring the property surplus and authorizing its sale to interested adjacent property owners. Declaring the Subject Park parcel surplus and authorizing its sale by sealed bid will allow adjacent property owners to bid on the purchase of the property. The sale of the property will place it on the tax roll and eliminate the need for maintenance activities by the County associated with the parcel. In accordance with the Florida Statutes any funds to the County from the sale of the dedicated lands shall be used for park purposes.

RECOMMENDATION

Request Board declare the above-mentioned park parcel surplus and authorize the private sale of the property, to be administered by the Real Estate Services Director or his designee, to the highest bidder submitting a sealed bid with a minimum bid of \$5,000 with the condition that the recording fees and documentary stamps shall be borne by the prospective buyer. The County's interest in the property, including any interests that may otherwise be reserved by Florida Statute, will be transferred in "as is" condition and conveyance will be by County Deed.

FISCAL IMPACT

Proceeds from the sale of the parcel to be deposited into the appropriate fund, to be determined by Finance and Accounting, to be utilized for park purposes.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577



Subject Area

Allen David Breussard
Catfish Creek
Preserve State Park

Section 12, Township 29 South, Range 29 East

COUNTY COMMISSIONERS APPROVAL

Examined and approved by the County Commissioners of Polk County Florida on this 20th day of August 1948.

Board of County Commissioners
By Jas. Sloan
Chairman

ATTEST: D.H. Sloan Jr. Clerk

CERTIFICATE OF CLERK OF CIRCUIT COURT

STATE OF FLORIDA

COUNTY OF POLK

I, D.H. SLOAN JR., Clerk of the Circuit Court of Polk County Florida do hereby certify that I have examined this plat and that it complies, in form, with all the requirements of the laws of the State of Florida, regulating the making of surveys and filing for record of maps and plats, and I have this day filed same for record.

WITNESS my hand and official seal at Bartow, Florida, this 23rd day of August 1948.

D.H. Sloan Jr.
Clerk of Circuit Court

CERTIFICATE OF DEDICATION

STATE OF FLORIDA
COUNTY OF POLK

We, L.G. BRUCE and JOSIE I. BRUCE the owners of the land shown upon this plat designated as CAMP LESTER in Polk County, Florida, do hereby dedicate to the use of the public forever all of the parks, parkways, streets, alleys, avenues, boulevards and highways shown upon this plat of said land.

Signed, sealed and delivered in the presence of:

WITNESSES

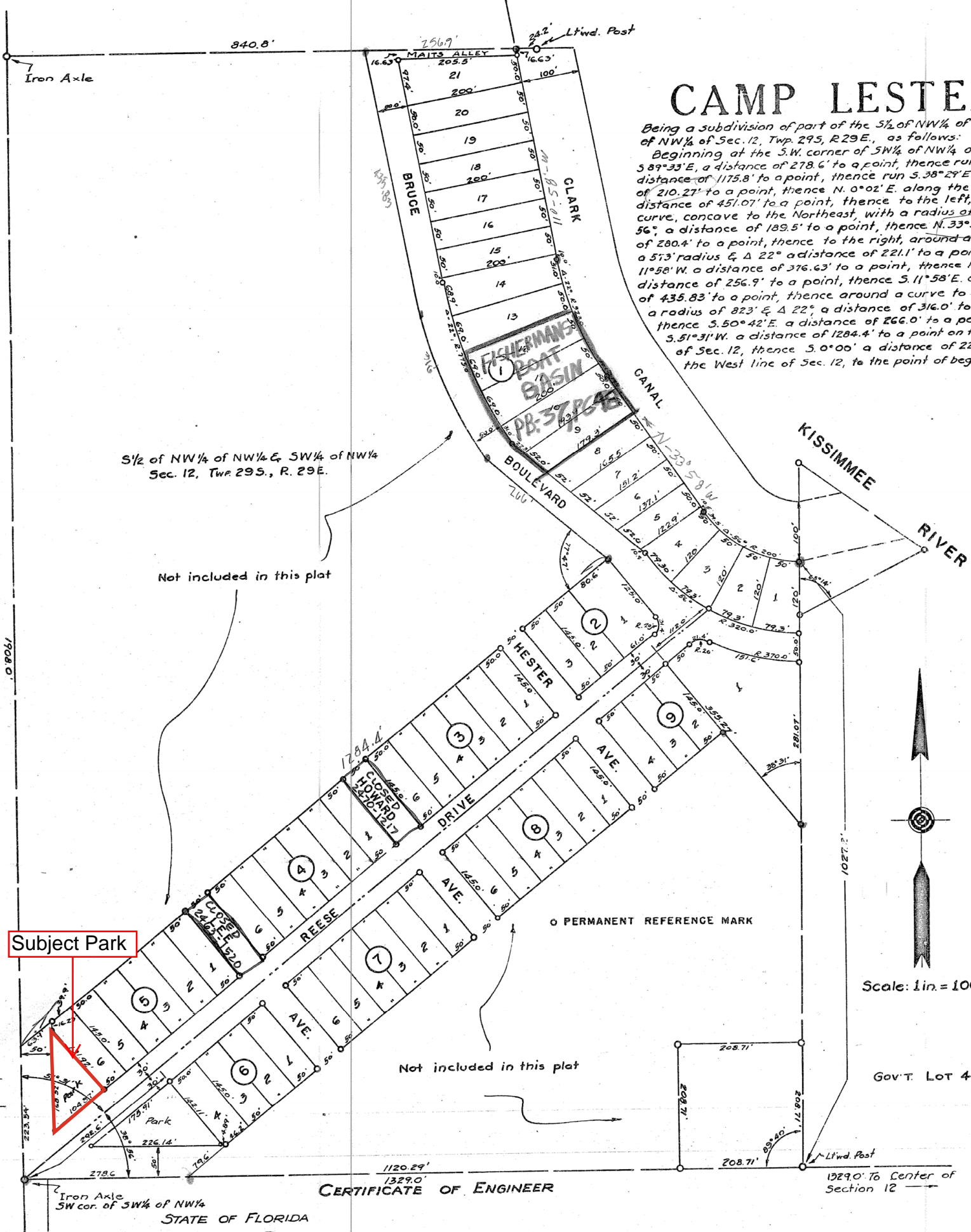
L.G. Bruce (Seal)

Josie I. Bruce (Seal)

I HEREBY CERTIFY, That L.G. & JOSIE I. BRUCE whose name are signed to the foregoing Plat, and who is personally known to me came before me this day and acknowledged that they executed the same for the purpose therein expressed and as their free act and deed.

WITNESS my hand and seal this 9th day of August, 1948.

Emma L. Stephens
Notary Public



CAMP LESTER

Being a subdivision of part of the 5/2 of NW 1/4 of NW 1/4 & SW 1/4 of NW 1/4 of Sec. 12, Twp. 29 S., R. 29 E., as follows:
Beginning at the S.W. corner of SW 1/4 of NW 1/4 of Sec. 12, run S 89° 33' E, a distance of 278.6' to a point, thence run N 51° 31' E, a distance of 1175.8' to a point, thence run S 38° 29' E, a distance of 210.27' to a point, thence N 0° 02' E, along the E. line, a distance of 451.07' to a point, thence to the left, around a curve, concave to the Northeast, with a radius of 200' & Δ 56°, a distance of 189.5' to a point, thence N 33° 58' W, a distance of 280.4' to a point, thence to the right, around a curve with a 513' radius & Δ 22°, a distance of 221.1' to a point, thence N 11° 58' W, a distance of 376.63' to a point, thence N 88° 38' W, a distance of 256.9' to a point, thence S 11° 58' E, a distance of 435.83' to a point, thence around a curve to the left, with a radius of 823' & Δ 22°, a distance of 316.0' to a point, thence S 50° 42' E, a distance of 266.0' to a point, thence S 51° 31' W, a distance of 1284.4' to a point on the West line of Sec. 12, thence S 0° 00' a distance of 223.54' to the West line of Sec. 12, to the point of beginning.

33
38

CERTIFICATE OF ENGINEER

STATE OF FLORIDA
COUNTY OF POLK

I, the Engineer who made this map, do hereby certify that the same is a correct representation of the land platted and that permanent reference monuments have been placed as called for by the laws of the State of Florida regulating the making of maps and plats.

WITNESS my hand at Bartow, Florida this 6th day of August, 1948.



Polk County
Board of County Commissioners

Agenda Item Q.19.

6/17/2025

SUBJECT

Declare surplus and authorize the private sale through sealed bid offering to adjacent landowners of County-owned Parcel ID Number 262905-670500-004002. (Potential for \$4,494, one-time revenue)

DESCRIPTION

The County acquired a fee interest in Parcel ID Number 262905-670500-004002 through the escheatment process by a Tax Deed dated May 31, 1990, which was subsequently recorded in Official Records Book 5268 at Page 0390. The parcel is triangular shaped parcel, containing approximately 3,320 square feet, located to the north of 2nd Street in the Eloise area. The County has no future need or use for the property and due to the size of the property along with the fact that it is not contiguous with, and has no verified independent access to, a public roadway, it is only of use and benefit to the adjacent property owners. The County contacted the only two adjacent property owners and they have both expressed an interest in purchasing the parcel. Therefore, in an effort to reduce the County's Land Inventory, staff is requesting the property be declared surplus and offered to the adjacent property owners through a private sale by sealed bid with a minimum bid value of \$4,494 based on the Property Appraisers assessed value.

Florida Statutes allow for the disposal of County-owned real property by declaring the property surplus and authorizing its private conveyance. Doing so will allow adjacent property owners to purchase the property, place it back on the tax roll, remove the property from the County Land Inventory and allow the County to cease maintenance any activities associated with the parcel. The subject parcel is being transferred in "as is" condition and the conveyance of the property will be by County Deed.

RECOMMENDATION

Request Board declare the above-mentioned County-owned parcel surplus and authorize the private sale of the property, including any interest that may otherwise be reserved by Florida Statutes, to be administered by the Real Estate Services Director or his designee, to the highest bidder submitting a sealed bid with a minimum bid amount of \$4,494 with the condition that the recording fees and documentary stamps shall be borne by the prospective buyer. Ownership of the property will be transferred in "as is" condition and conveyance will be by County Deed.

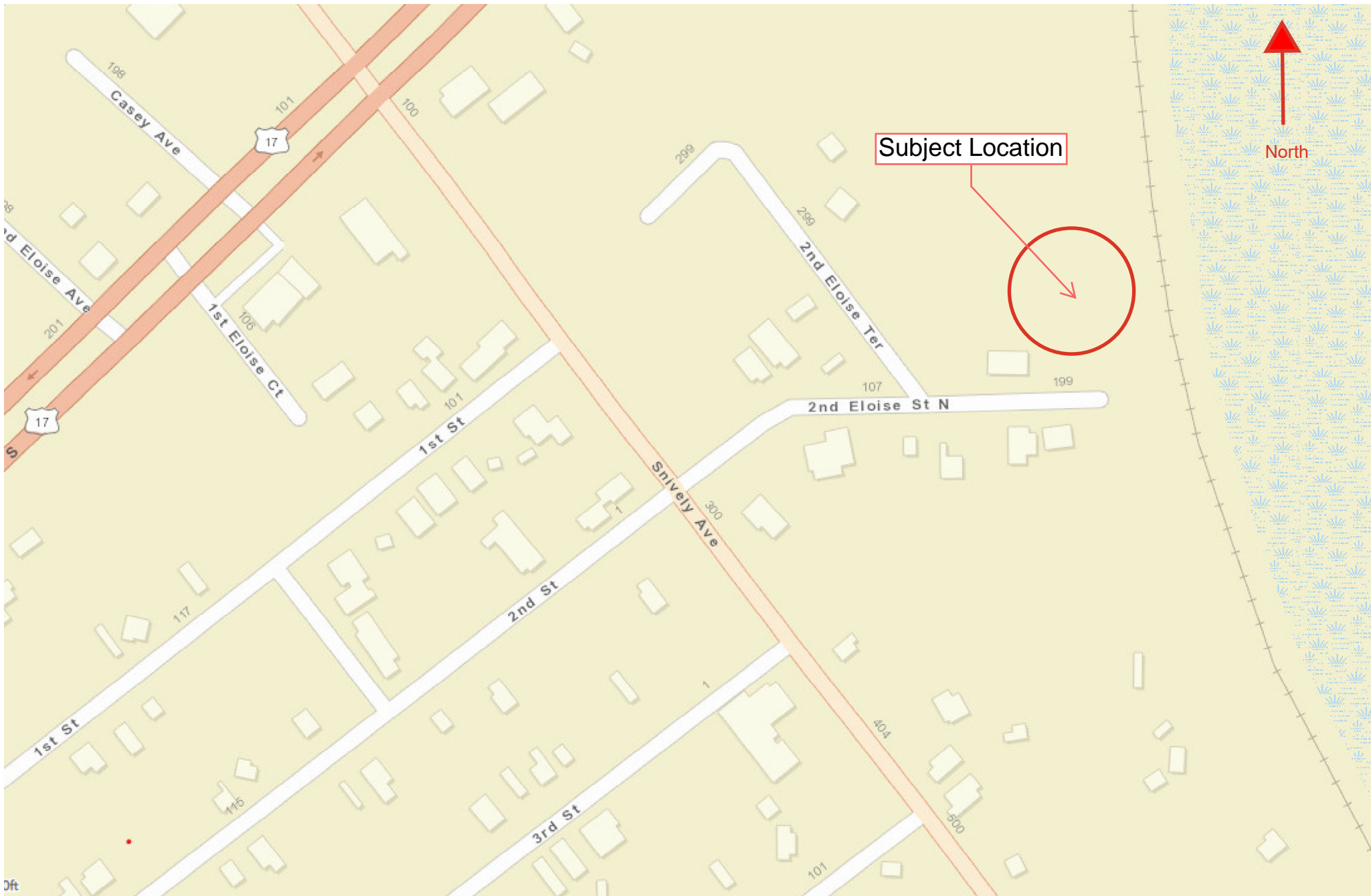
FISCAL IMPACT

Proceeds from the sale of the parcel to be deposited into the appropriate fund, to be determined by Finance and Accounting.

CONTACT INFORMATION

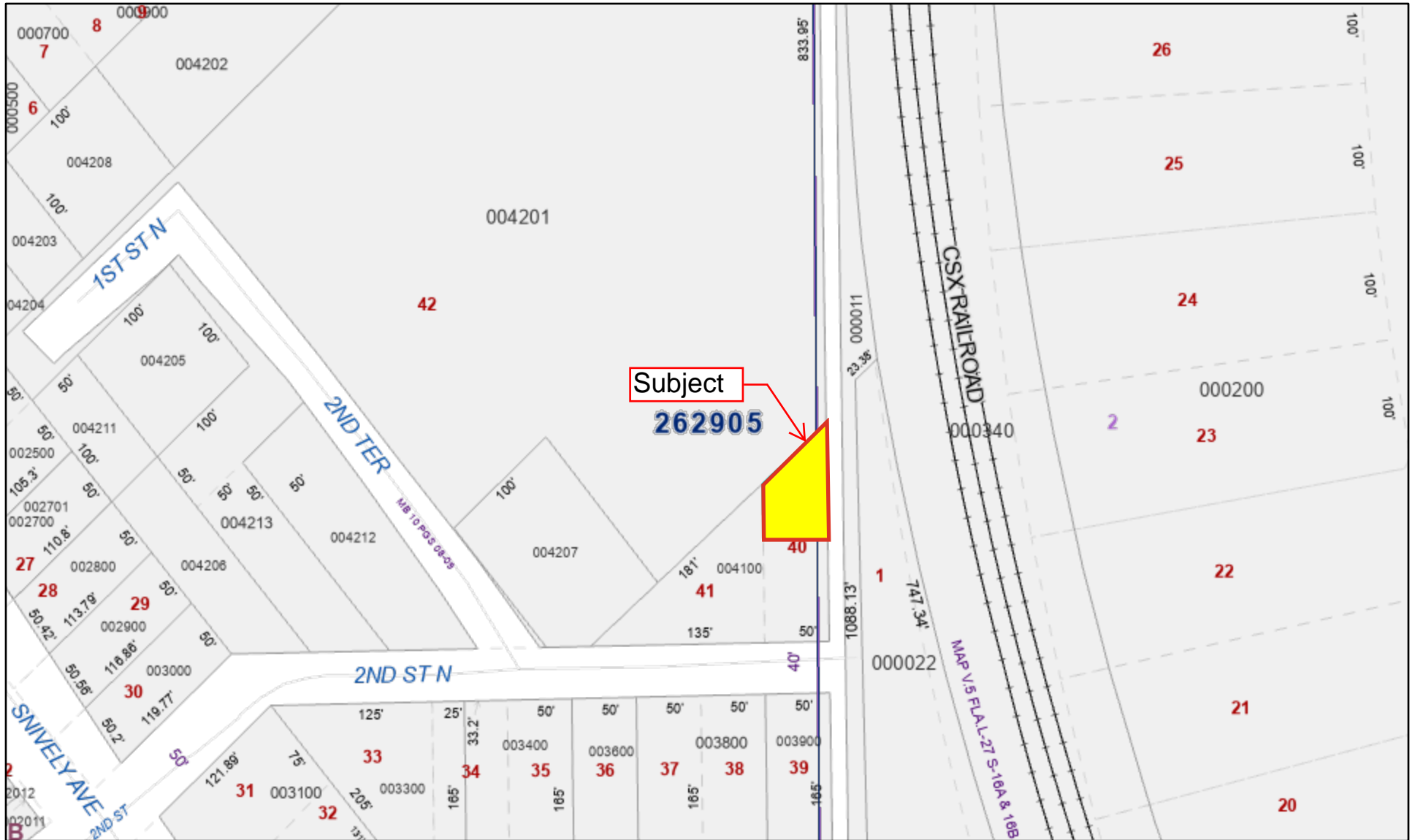
R. Wade Allen, Director
Real Estate Services

863-534-2577



Section 26, Township 29 South, Range 29 East

Section 26, Township 29 South, Range 29 East



- PLSS Townships
- PLSS Sections
- PLSS Boundaries
- Gov't Lots
- Roads
- Lots
- Blocks
- Railroads
- Arrows
- Parcels
- DOR_CD
- 8050; 9350; 9360
- <all other values>

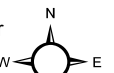
0 55 110 220 Feet

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".



Polk County Property Appraiser
Polk County, Florida

April 22, 2025



1449

TAX DEED

STATE OF FLORIDA

COUNTY OF POLK

The following Tax Sale Certificate Numbered 8752 issued on 31st day of May, 1990 was filed in the office of the Tax Collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land: such land was on the 08th day of February, 1996 offered for sale as required by law for cash to the highest bidder. No bids having been offered, the lands, pursuant to Florida Statutes 197.502 (7) were entered on the "Lands Available for Taxes" list and were offered for purchase to the County Commissioners in and for Polk County in the State of Florida exclusively for a period of ninety days. The property not having been purchased by the County Commissioners during that ninety day period has been available for purchase by any person or governmental unit for the past seven (7) years. Title to the property described below is being transferred to Polk County, the Grantee, by virtue of the escheatment provisions of Florida Statutes 197.502 (8).

NOW, on this 08th day of February, 2003, in the County of Polk, State of Florida, in consideration of the sum of (0) no _____ Dollars, being the amount pursuant to the Law of Florida, Polk County a political subdivision of the State of Florida, does hereby transfer to :

Polk County, a political subdivision

P. O. Box 988, Bartow, Florida 33831

the following lands situated in the County and State and described as follows:

SOUTHAVEN UNIT 1 PB 31 PG 8 LOT 40 LESS S 80 FT

1. *Journal of the American Medical Association*, 1997; 277: 1039-1043.

INSTR # 2003033901

BK 05268 PG 0390

RECORDED 02/20/2003 08:07:54 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 6.00
RECORDED BY R Peacock

Section 05, Township 29 South, Range 26 East

Subject to Liens pursuant to 197.552 Florida Statutes

Richard M. Weiss
Clerk of the Circuit Court, Polk County, Florida

By: Ruth M. Peacock
Ruth M. Peacock, Deputy Clerk
Drawer CC-8, Post Office Box 9000
Bartow, FL 33831-9000

Witness

Rebecca L. Stoff

Monica Pendleton

Richard M. Weiss
RICHARD M. WEISS, CLERK of COURTS
Facsimile Signature as Authorized
by Florida Statute Section 116.34

STATE OF FLORIDA, COUNTY OF POLK

On this 08th day of February, 2003 before me personally appeared Ruth M. Peacock Deputy Clerk to RICHARD M. WEISS, Clerk of the Circuit Court, Polk County, Florida, known to me to be the person described in, and acknowledged the execution of this instrument to be of his/her own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal date aforesaid.

This instrument prepared by:

Mary Ann Petrovich, Deputy Clerk
RICHARD M. WEISS, CLERK CIRCUIT COURT
P. O. Box 9000, Drawer CC-8
Bartow, Florida 33831

Rebecca L. Stoff

NOTARY PUBLIC

RETURN TO : TAX DEED DEPT.



Polk County
Board of County Commissioners

Agenda Item Q.20.

6/17/2025

SUBJECT

Accept Quit Claim Deed from KB Home Orlando LLC in conjunction with Ft. Fraser memorial. (No Fiscal Impact)

DESCRIPTION

Polk County has plans to construct a memorial sign and related facilities adjacent to the Fort Fraser Trail just to the south of Boy Scout Ranch Road in the Bartow area. Through coordination between the County and the developer of a residential subdivision known as Hancock Crossings the developer established a tract on the plat identified as Tract E (Memorial Tract) to be utilized by the County for the planned improvements. The dedication language on the plat, which was recorded in Plat Book 204, at Pages 1 through 5, appears to be an attempt to dedicate Tract E to the County; however, it is unclear and even if clear would not convey fee simple title of the tract. In order to obtain fee title and resolve any ambiguities in the plat dedication, the County contacted the developer, KB Home Orlando LLC ("KB Home"), and requested a conveyance of the tract. KB Home has agreed to the request and has executed and delivered a Quit Claim Deed to the County for Tract E (Memorial Tract). Accepting the Quit Claim Deed from KB Home will allow the County to take fee simple ownership of the parcel for the planned memorial.

RECOMMENDATION

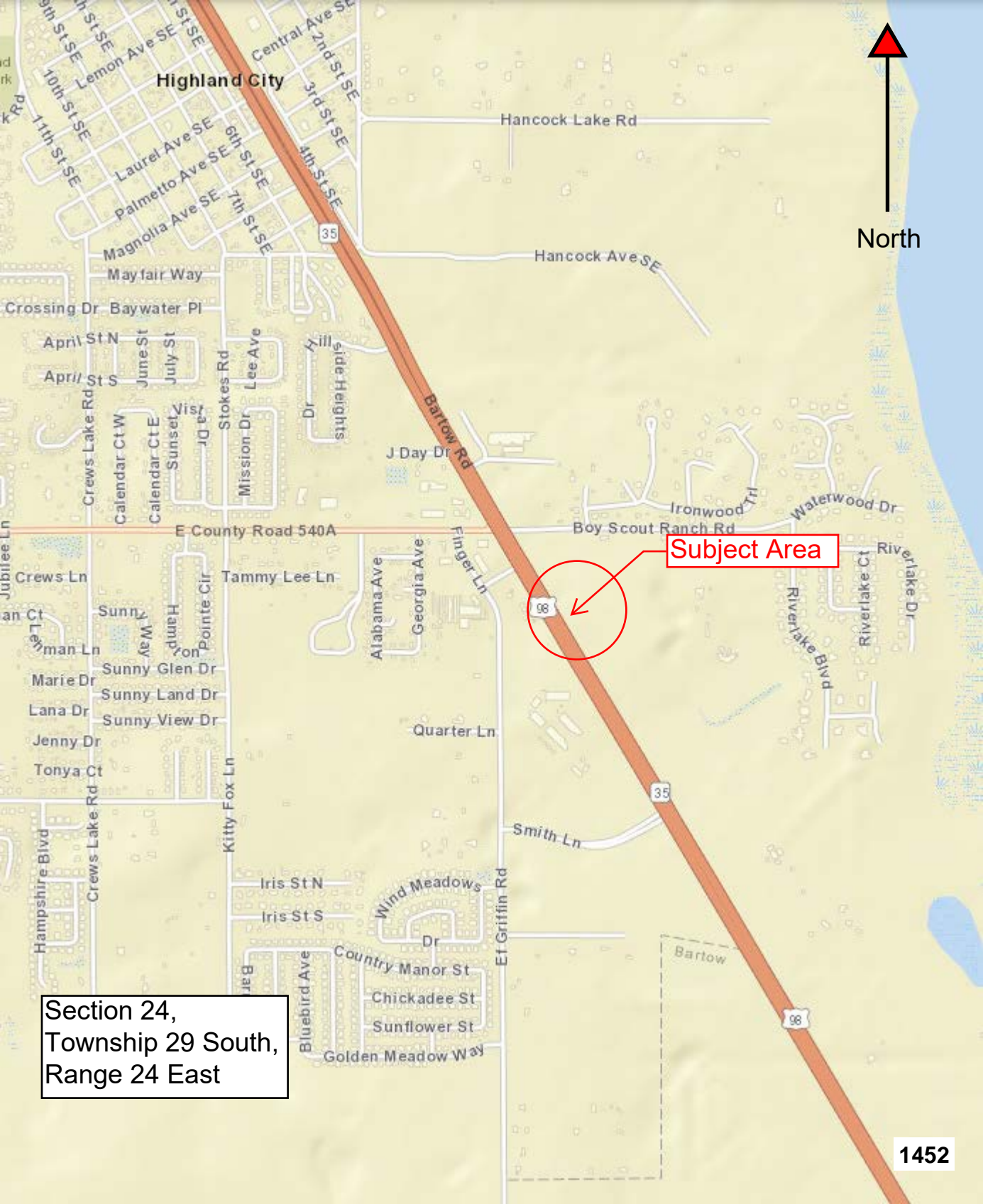
Request Board accept the above-mentioned Quit Claim Deed.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577



Highland City

North

Subject Area

Section 24,
Township 29 South,
Range 24 East

This Instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery

Hancock Crossings – Memorial Tract (Tract E)

Parent Parcel ID No.: 242924-288500-000043

QUIT CLAIM DEED

THIS INDENTURE, made this 30th day of May, 2025, between **KB HOME ORLANDO LLC**, a Delaware limited liability company, whose address is 10990 Wilshire Blvd., Suite 900, Los Angeles, California 90024, 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:

Tract E (Memorial Tract), HANCOCK CROSSINGS, according to the map or plat thereof as recorded in Plat Book 204, at Pages 1 through 5, 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.

[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)

Eileen Sesto
Witness #1
Eileen Sesto
Print Name
9102 Southpark Center Loop, STE 100
Address Orlando, FL 32819
Stephen Fecca
Witness #2
STEPHEN FECCA
Print Name
9102 Southpark Center Loop, Suite 100
Address ORLANDO, FL 32819

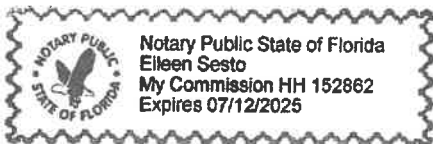
KB HOME ORLANDO LLC, a
Delaware limited liability company

By: [Signature]
Fred Wyborski, President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of May, 2025, by Fred Wyborski, as President of KB HOME ORLANDO LLC, a Delaware limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)



Eileen Sesto
Notary Public
Eileen Sesto
Printed Name of Notary
HH152862 07/12/2025
Commission Number and Expiration Date



Polk County
Board of County Commissioners

Agenda Item Q.21.

6/17/2025

SUBJECT

Accept instrument for additional right-of-way along Parker Road. as requested through the Development Review Process. (No fiscal impact)

DESCRIPTION

As a result of a proposed development adjacent to County roadways, the County, through its Development Review Process has requested additional right-of-way in order to bring the right-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 right-of-way.

Accepting the following instrument will give the County the right-of-way needed to upgrade the existing right-of-way to meet current road classification standards.

1. Quit Claim Deed from CMTG Real Estate Enterprises., Inc, a Florida Corporation, for additional right-of-way along Parker Road, in conjunction with a proposed residential development. The subject right-of-way lies in Section 14, Township 29 South, Range 23 East.

RECOMMENDATION

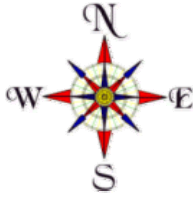
Request Board accept the afore-mentioned Quit Claim Deed.

FISCAL IMPACT

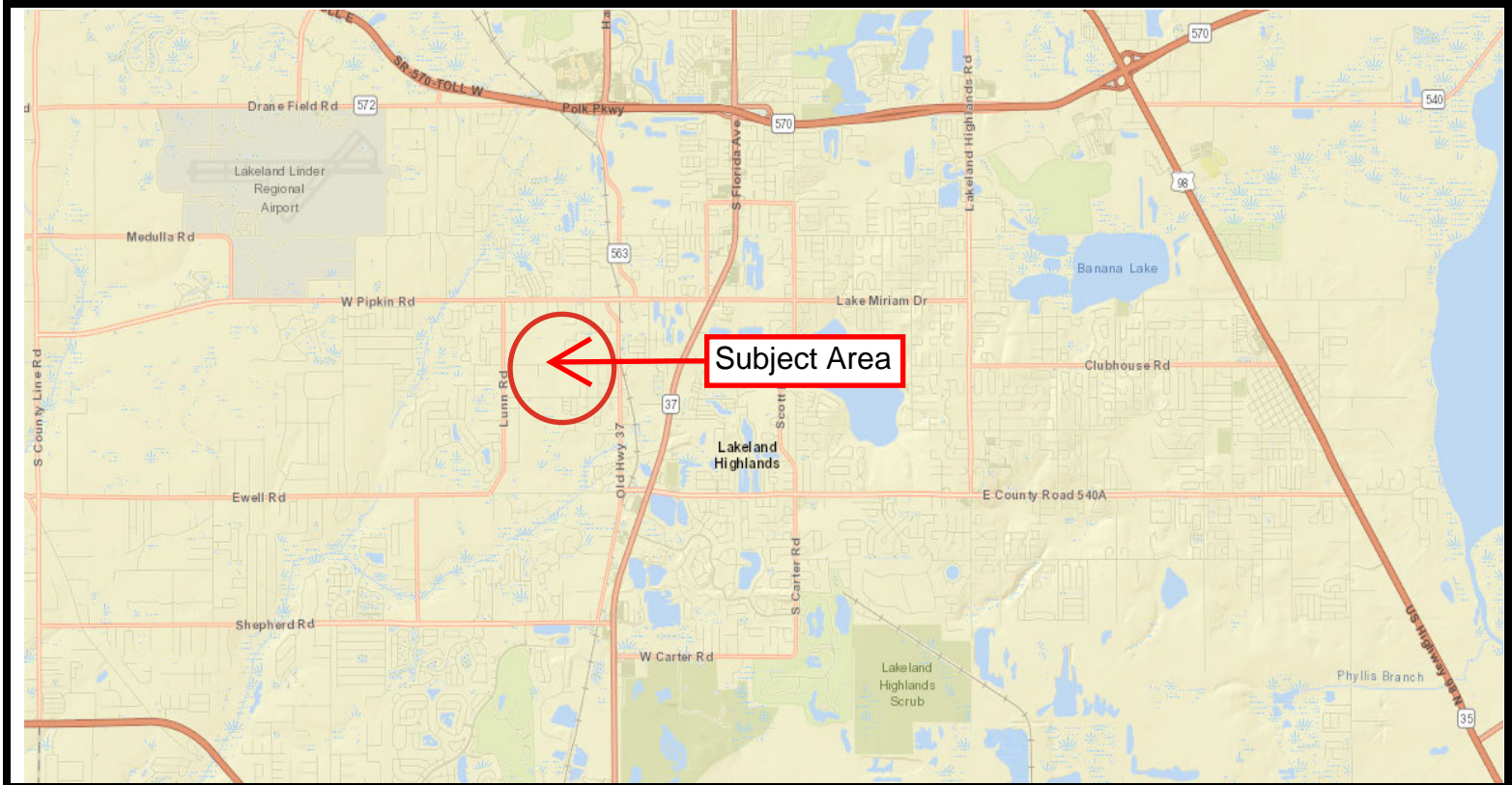
No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577

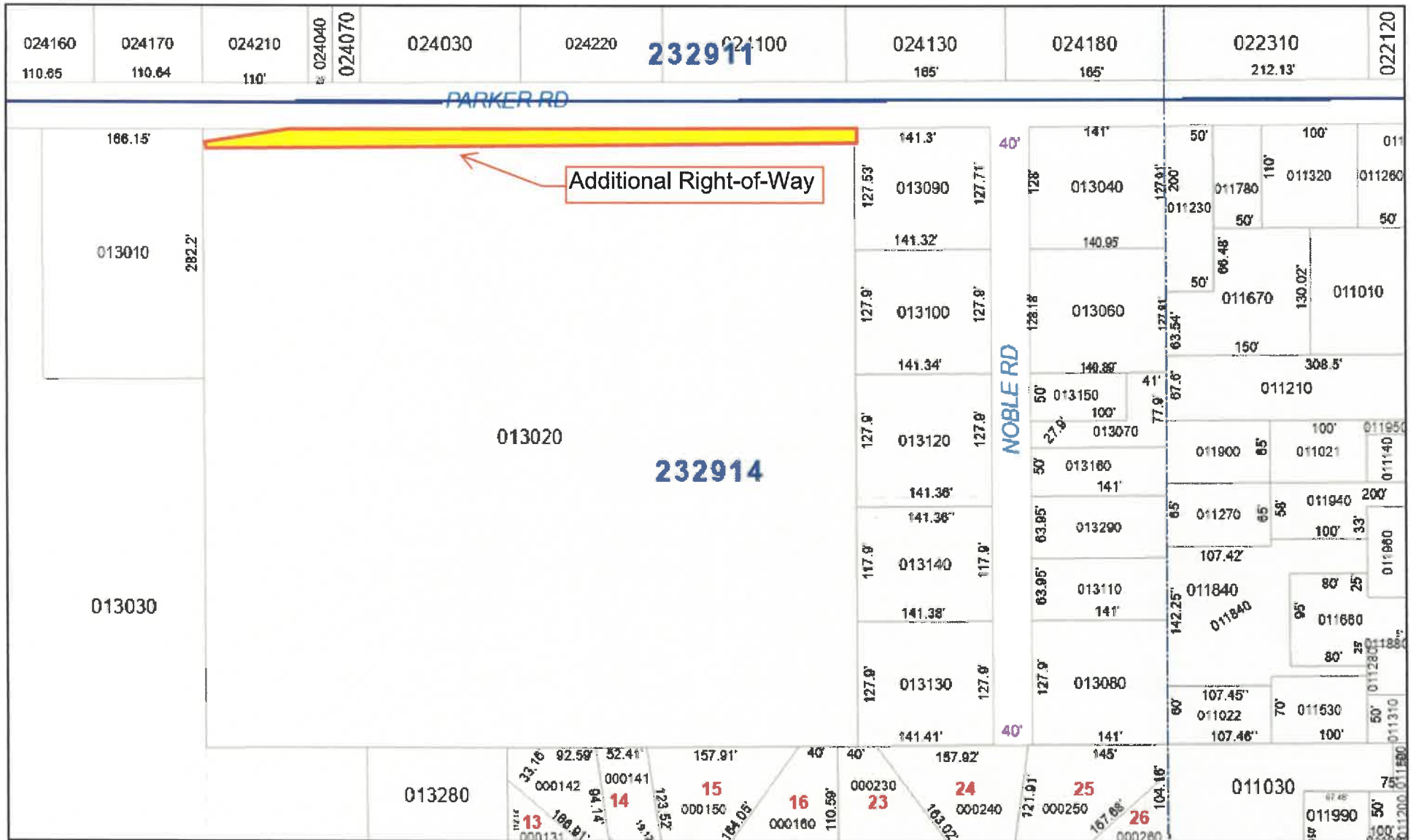


SECTION 13, TOWNSHIP 30 SOUTH, RANGE 28 EAST



Section 14, Township 29 South, Range 23 East

1458

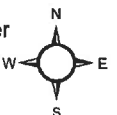


0 75 150 300 Feet

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Polk County Property Appraiser
Polk County, Florida
June 3, 2025



This Instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: Parker Rd R/W
Parker Road Estates

Parent Parcel ID No.: 232914-000000-013020

QUIT CLAIM DEED

THIS INDENTURE, made this 2nd day of June, 2025, between **CMTG REAL ESTATE ENTERPRISES, INC.**, a Florida corporation, whose address is 3699 Airfield Drive West, Lakeland, Florida 33811, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, quit claim, and convey unto the Grantee, its successors and assigns all right, title, interest, claim, and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Renee Overstreet
Witness #1
Renee Overstreet
Print Name
3699 Airfield Dr.
Address
[Signature]
Witness #2
Jennifer Greiff
Print Name
3699 Airfield Dr.
Address

CMTG REAL ESTATE
ENTERPRISES, INC., a
Florida corporation

By: [Signature]
Chris S. Bajsa, President

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of June, 2025, by Chris S. Bajsa, as President of CMTG Real Estate Enterprises, Inc., a Florida corporation, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFTER NOTARY SEAL)



CHERYL JARVIS
Commission # HH 437257
Expires September 23, 2027

[Signature]
Notary Public

Cheryl Jarvis
Printed Name of Notary

HH 437257 September 23, 2027
Commission Number and Expiration Date

LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 23 EAST AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH 89°46'37" EAST ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 332.38 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE SOUTH 00°06'01" EAST ALONG SAID WEST LINE, A DISTANCE OF 21.89 FEET TO THE INTERSECTION WITH THE SOUTH MAINTAINED RIGHT-OF-WAY FOR PARKER ROAD AS RECORDED IN MAP BOOK 7, PAGE 287 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID MAINTAINED RIGHT-OF-WAY THE FOLLOWING SEVEN (7) COURSES: THENCE 1.) NORTH 85°32'41" EAST, A DISTANCE OF 93.35 FEET; THENCE 2.) NORTH 89°15'41" EAST, A DISTANCE OF 100.00 FEET; THENCE 3.) NORTH 89°39'44" EAST, A DISTANCE OF 100.00 FEET; THENCE 4.) SOUTH 89°52'46" EAST, A DISTANCE OF 100.00 FEET; THENCE 5.) NORTH 89°08'48" EAST, A DISTANCE OF 100.01 FEET; THENCE 6.) NORTH 89°43'11" EAST, A DISTANCE OF 100.00 FEET; THENCE 7.) SOUTH 89°08'05" EAST, A DISTANCE OF 71.18 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE SOUTH 00°12'59" EAST ALONG SAID EAST LINE, A DISTANCE OF 12.69 FEET TO A LINE WHICH LIES 30.00 FEET SOUTH, AS MEASURED PERPENDICULAR FROM THE CENTERLINE OF PAVEMENT OF PARKER ROAD; THENCE SOUTH 89°43'50" WEST, 30.00 FEET SOUTH OF AND PARALLEL TO SAID CENTERLINE, A DISTANCE OF 664.27 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH 00°06'01" WEST, ALONG SAID WEST LINE, A DISTANCE OF 5.89 FEET AND RETURNING TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 1 OF 2
EXHIBIT "A"**

THE SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED BY KENNETH W. THOMPSON, P.S.M.
AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE
OR A DIGITAL SIGNATURE AFFIXED HERETO.



PLATINUM
SURVEYING & MAPPING

6700 South Florida Avenue, Suite 4, Lakeland, Florida 33813
(863) 904-4699 - kthompson@platinumsurveying.com
**STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS 189125**

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"



1462



Polk County
Board of County Commissioners

Agenda Item Q.22.

6/17/2025

SUBJECT

Authorize the conveyance of the County's interest in Parcel ID Number 272935-879000-003110 to the City of Lake Wales. (No fiscal impact)

DESCRIPTION

The County acquired a fee interest in Parcel ID Number 272935-879000-003110 through Escheatment Tax Deed dated July 15, 2024, which was subsequently recorded in Official Records Book 13193 at Page 629. The parcel is a vacant rectangular-shaped parcel located along the east side of C Street to the north of Lincoln Avenue and within the municipal limits of the City of Lake Wales ("City").

Florida Statutes allow for the conveyance of lands acquired by the County for delinquent taxes to the municipality in which the land is located. The City has been contacted and has agreed to the conveyance of the property. Authorizing the conveyance of the subject parcel to the City will allow the parcel to be removed from the County Land Inventory and eliminate any future maintenance responsibilities associated with the parcel. The subject parcel is being conveyed in "as is" condition and the conveyance of the property will be by County Deed.

RECOMMENDATION

Request Board authorize the conveyance by County Deed of the County's interest, including any interest that may otherwise be reserved by Florida Statutes, in the above-mentioned parcel to the City of Lake Wales.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577

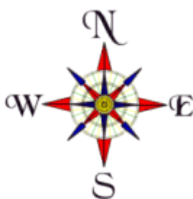


Subject Area

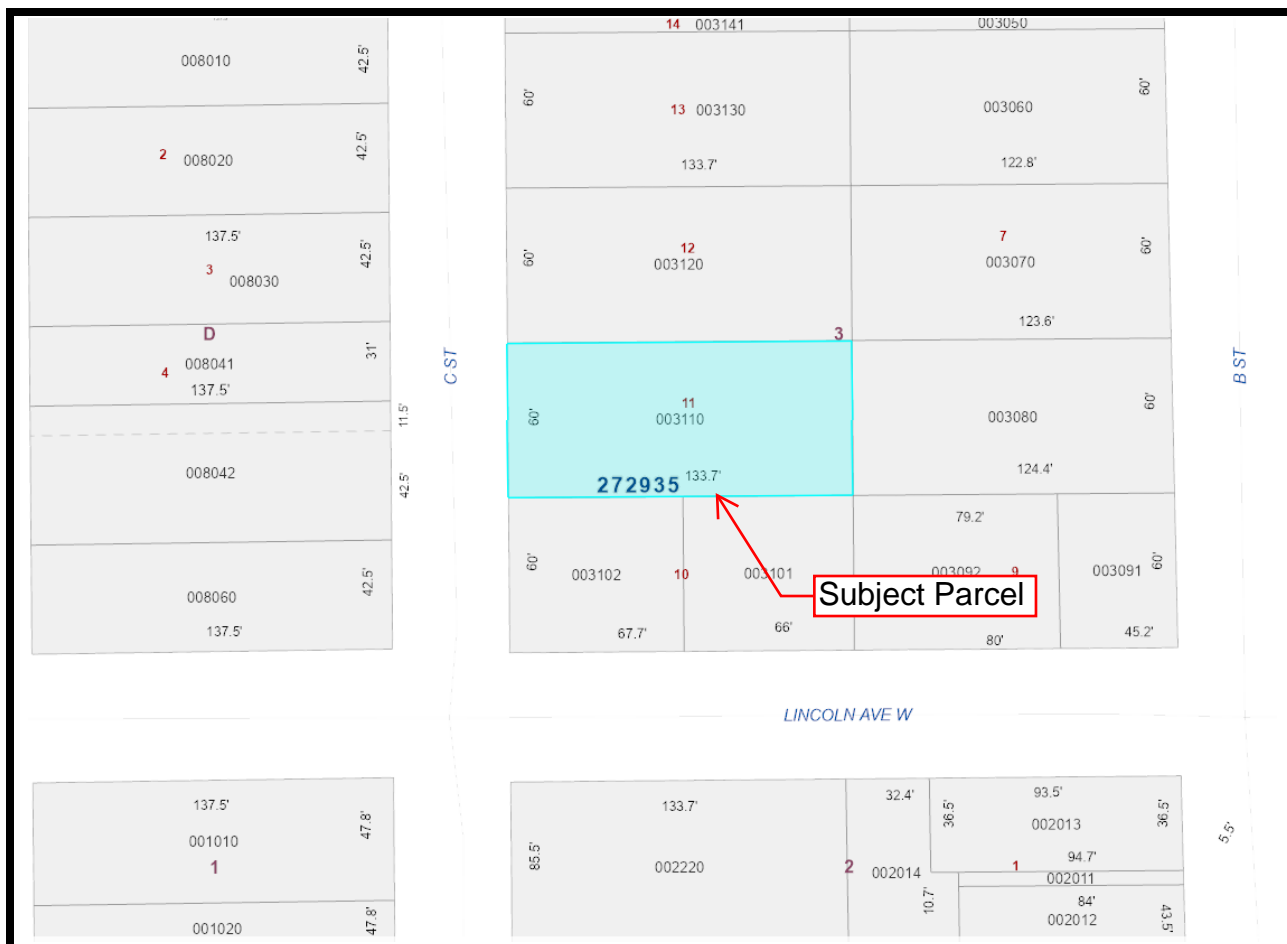
North

Section 35, Township 29 South, Range 27 East

1464



SECTION 35, TOWNSHIP 29 SOUTH, RANGE 27 EAST



This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Heather Fuentes *af mh*
Parcel I.D. No.: 272935-879000-003110

COUNTY DEED

THIS DEED, made this 17th day of June, 2025 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF LAKE WALES**, a Florida Municipal Corporation, whose address is, 201 W. Central Avenue, Lake Wales, Florida 33853, 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:

Lot 11, Block 3 of Lake Wales Land Company Subdivision recorded in Plat Book 5, Page 11 of the Public Records of Polk County, Florida; all lying and being in Section 35, Township 29 South, Range 27 East.

Being the same property described in that certain Escheatment Tax Deed recorded in Official Records Book 13193 at Page 629, Public Records of Polk County, Florida.

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

GRANTOR:
Polk County, a political subdivision
of the state of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

(Seal)



Polk County
Board of County Commissioners

Agenda Item Q.23.

6/17/2025

SUBJECT

Approve Change Order No. 1 with Crisdel Group, Inc., (Contractor) for the Fort Fraser Trail Extension Project. (\$558,221.80 one-time expense)

DESCRIPTION

The Board approved Contract No. 2024-045 with the Contractor on May 10, 2024, in the amount of \$6,943,298.20. Construction began on July 8, 2024, and the current contract end date is August 8, 2025. The scope of work includes constructing a new shared use path starting at US 98 @ Winter Lake Road and extending to the west to Lakeland Highlands Road. At this point the new path extends to the north and ends at Glendale Street.

On the west side of Lakeland Highlands Road, the new path crosses over the driveway for the Lowe's Hardware Store. Currently the existing driveway slope is not ADA compliant for pedestrians. In addition, some vehicles scrape bottom when using the Lowe's driveway. This Change Order will allow for the Contractor to reconstruct the driveway to bring it into compliance with ADA and eliminate the bottom scraping issue for vehicles.

The negotiated cost for the Lowe's driveway reconstruction is \$558,221.80. This amount includes \$153,899.40 for adjustments to a sanitary sewer force main that is owned by the City of Lakeland. A Joint Project Agreement for the force main adjustment has previously been approved by the Board and by the City, and the City has already paid the amount due. The County's share of the Lowe's driveway reconstruction is \$404,322.40.

RECOMMENDATION

Request Board approve Change Order No. 1 with Crisdel Group, Inc. in the amount of \$558,221.80 to pay for the reconstruction of the Lowe's driveway on Lakeland Highlands Road.

FISCAL IMPACT

Funds are budgeted in the Transportation Millage Fund.

CONTACT INFORMATION

Douglas Gable, P.E.
Engineering Manager - Interim
Roads & Drainage Division
(863) 535-2285

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

**EXHIBIT XVII
CHANGE ORDER 01**

PROJECT: Fort Fraser Trail Extension - Winter Lake Road to Glendale Street **CHANGE ORDER NUMBER:**
BID NO.: 23-44 4 **CONTRACT NO.:** 2024-045

CONTRACTOR: Crisdel Group, Inc.

**POLK COUNTY,
A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ARCHITECT/ENGINEER: Kris Morgan

DESCRIPTION OF CHANGE ORDER:

Contract is changed as follows: The entrance to Lowes from Lakeland Highlands Blvd is being modified to improve the profile of the entrance. This work includes, an 8" FM relocation under the driveway, roadway construction and striping

ARCHITECT/ENGINEER: Kris Morgan, Jacobs

Date: 1/21/25 Signature 

Not valid until signed by the County and Contractor.

Original Contract Sum	\$ 6,943,298.20
Net change by previously authorized Change Orders	\$ 0.00
Contract Sum prior to this Change Order	\$ 6,943,298.20
Contract Sum will be increased/ decreased by this Change Order in the amount of	\$ 558,221.80
New Contract Sum including this Change Order will be	\$ 7,501,520.00
Contract Time will be increased by <u>0</u> days.	
Date of substantial Completion as of the date of this Change Order therefore is	<u>8/8/2025</u>

The above changes are accepted by: Frank A. Criscola, Pres., Crisdel Group, Inc.

CONTRACTOR: _____ Date: 04/02/25

YOU ARE HEREBY AUTHORIZED TO MAKE THE CHANGES NOTED ABOVE:

COUNTY: POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Division Director _____ Date _____

(Change order increases require Board approval)

Reviewed as to form and legal sufficiency:

 5/10/25
County Attorney's Office Date

County Manager or designee Date

CHAIRMAN Date

04/04/2016

EX XVII-1

REVISION 2 LOWE'S DRIVEWAY ENGINEER'S ESTIMATE							
Pay Item	Unit	Bid Qty	REVISION 2 QTY	DIFFERENCE	Description	Unit Price OR SWA (red)	REVISION AMOUNT
0102-60	ED	4200.00	4320.00	120.00	Work Zone Sign	\$ 0.40	\$ 48.00
0102-71-13	LF	0.00	350.00	350.00	Low Profile Barrier	\$ 86.60	\$ 30,310.00
0102-71-23	LF	0.00	350.00	350.00	Low Profile Barrier - Relocate	\$ 39.00	\$ 13,650.00
0102-75-1	LF	0.00	195.00	195.00	Temporary Separator - Install & Relocation	\$ 42.00	\$ 8,190.00
0102-99	ED	84.00	112.00	28.00	Portable Changeable Message Sign, Temporary	\$ 15.00	\$ 420.00
0102-115	ED	120.00	240.00	120.00	Type III Barricade	\$ 0.40	\$ 48.00
0104-10-3	LF	15325.00	15732.00	407.00	Sediment Barrier	\$ 3.25	\$ 1,322.75
0104-18	EA	16.00	18.00	2.00	Inlet Protection System	\$ 242.00	\$ 484.00
0110-1-1	AC	7.00	7.31	0.31	Clearing & Grubbing	\$ 40,000.00	\$ 12,400.00
0110-4-10	SY	1700.00	1794.00	94.00	Removal of Existing Concrete	\$ 18.15	\$ 1,706.10
0120-1	CY	9503.00	9753.00	250.00	Regular Excavation	\$ 58.75	\$ 14,687.50
0160-4	SY	16200.00	17700.00	1500.00	Type B Stabilization	\$ 20.75	\$ 31,125.00
0285-706	SY	0.00	1500.00	1500.00	Optional Base, Base Group 06	\$ 39.43	\$ 59,145.00
327-70-4	SY	0.00	1500.00	1500.00	Milling 3"	\$ 7.78	\$ 11,670.00
0334-1-12	TN	974.00	1220.00	246.00	Superpave Asphaltic Concrete, Traffic B	\$ 264.65	\$ 65,103.90
0520-1-010	LF	883.00	1290.00	407.00	Concrete Curb & Gutter, Type F	\$ 66.00	\$ 26,862.00
0522-1	SY	770.00	1143.00	373.00	Concrete Sidewalks and Driveways, 4" Thick	\$ 97.50	\$ 36,367.50
0570-1-2	SY	14900.00	14990.00	90.00	Performance Turf, Sod	\$ 6.65	\$ 598.50
711-11102	GM	0.00	0.066	0.066	Thermoplastic Standard White solid for interchange &	\$ 10560.00	\$ 696.96
711-11124	LF	0.00	138.00	138.00	18" White Thermo Chevrons	\$ 22.30	\$ 3,077.40
711-11125	LF	785.00	809.00	24.00	Thermo, Std, White, Solid, 24" For Stop & Crosswalk	\$ 32.52	\$ 780.48
711-14160	EA	0.00	2.00	2.00	Thermo Preformed White Message	\$ 467.51	\$ 935.00
711-14170	EA	0.00	8.00	8.00	Thermo Preformed White Arrow	\$ 325.60	\$ 2,604.80
711-15102	GM	0.00	0.065	0.065	Thermo White Solid Open Graded	\$ 7975.00	\$ 518.38
711-15131	GM	0.00	0.028	0.028	Thermo White Skip Open Graded	\$ 4623.30	\$ 129.45
711-15201	GM	0.00	0.063	0.063	Thermo Yellow Solid Open Graded	\$ 7975.00	\$ 502.42
1050 31108	LF	0.00	120.000	120.000	8" PVC Forcemain	\$ 726.10	\$ 87,132.00
1050 18004	LF	0.00	100.000	100.000	Grout Existing Forcemain	\$ 103.00	\$ 10,300.00
1080 23108	EA	0.00	2.000	2.000	Tapping Saddle/Sleeve	\$ 8600.40	\$ 17,200.80
1080 27108	EA	0.00	1.000	2.000	Line Stop Assembly 8"	\$ 12638.30	\$ 25,276.60

Contract Rate Exhibit A
sub/Crew+10% Exhibit B
sub/Crew+10% Exhibit B
sub+10% Exhibit B
Contract Rate Exhibit A
Contract Rate Exhibit A
Contract Rate Exhibit A
Contract Rate Exhibit A
Contract Rate Exhibit A
Contract Rate Exhibit A
Contract Rate Exhibit A
Mat/Crew+10%
sub+10% Exhibit C
sub+10% Exhibit D
Contract Rate Exhibit A
Contract Rate Exhibit A
Contract Rate Exhibit A
sub+10% Exhibit E
sub+10% Exhibit E
sub+10% Exhibit E
sub+10% Exhibit E
sub+10% Exhibit E
sub+10% Exhibit E
sub+10% Exhibit E
sub+10% Exhibit E
sub+10% Exhibit E
Mat/Crew+10% Exhibit F
Mat/Crew+10%
Mat/Crew+10% Exhibit F
Sub/Mat/Crew+10% Exhibit F

	\$	463,292.54
MOBILIZATION	\$	46,329.26
ASPHALT/ MILLING MOBILIZATION	\$	11,220.00 Exhibit G
STRIPING MOBILIZATION	\$	3,025.00 Exhibit G
QC	\$	5,599.00 Exhibit G
SURVEY	\$	16,500.00 Exhibit G
MAINTENANCE OF TRAFFIC	\$	12,256.00
ESTIMATE TOTAL	\$	558,221.80
CONTRACTOR'S PRICE PROPOSAL	\$	558,221.80
DIFFERENCE	\$	-

EXHIBIT A

SCHEDULE OF VALUES

JOB #2458

#23-444, Ft Fraser Trail Extension - Winter Lake Rd. to Glendale St.

A	B	C		C1	C2
ITEM NO. (Include MBE Extension)	DESCRIPTION	SCHEDULED VALUE	UNIT	QUANTITY	UNIT PRICE
101-1	MOBILIZATION	\$ 650,000.00	LS	1	\$ 650,000.00
102-1	MAINTENANCE OF TRAFFIC	\$ 521,500.00	LS	1	\$ 521,500.00
102 3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	\$ 15,200.00	CY	100	\$ 152.00
102 60	WORK ZONE SIGNS	\$ 1,680.00	ED	4200	\$ 0.40
102 74 1	CHANNELIZING DEVICE - TYPES I, II, DI, VP, DRUM OR LCD	\$ 1,272.00	ED	6360	\$ 0.20
102 74 8	CHANNELIZING DEVICE - PEDESTRIAN LCD	\$ 34,320.00	FD	343200	\$ 0.10
102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	\$ 1,260.00	ED	84	\$ 15.00
102 115	TYPE III BARRICADE	\$ 48.00	ED	120	\$ 0.40
104 10 3	SEDIMENT BARRIER	\$ 49,806.25	LF	15325	\$ 3.25
104 12	STAKED TURBIDITY BARRIER	\$ 3,560.00	LF	400	\$ 8.90
104 15	SOIL TRACKING PREVENTION DEVICE	\$ 88,500.00	EA	5	\$ 17,700.00
104 18	INLET PROTECTION SYSTEM	\$ 3,872.00	EA	16	\$ 242.00
110 1 1	CLEARING & GRUBBING	\$ 280,000.00	AC	7	\$ 40,000.00
110 4 10	REMOVAL OF EXISTING CONCRETE	\$ 30,855.00	SY	1700	\$ 18.15
110 7 1	MAILBOX, F&I SINGLE	\$ 800.00	EA	2	\$ 400.00
120 1	REGULAR EXCAVATION	\$ 558,301.25	CY	9503	\$ 58.75
120 6	EMBANKMENT	\$ 176,620.50	CY	3738	\$ 47.25
160 4	TYPE B STABILIZATION	\$ 336,150.00	SY	16200	\$ 20.75
285 701	OPTIONAL BASE, BASE GROUP 01	\$ 254,820.00	SY	12400	\$ 20.55
334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	\$ 213,062.50	TN	974	\$ 218.75
400 0 11	CONCRETE CLASS NS, GRAVITY WALL INDEX 400.011	\$ 18,624.00	CY	9.6	\$ 1,940.00
425 1 351	INLET, CURB, TYPE P-5, <10'	\$ 11,300.00	EA	1	\$ 11,300.00
425 1 521	INLET, DITCH BOTTOM, TYPE C, <10'	\$ 13,720.00	EA	2	\$ 6,860.00
425 1 910	INLETS, CLOSED FLUME	\$ 10,360.00	EA	1	\$ 10,360.00
425 2 41	MANHOLE (P-7) (<10')	\$ 11,570.00	EA	2	\$ 5,785.00
425 4	INLETS, ADJUST	\$ 18,640.00	EA	2	\$ 9,320.00
425 5	MANHOLE, ADJUST	\$ 3,225.00	EA	3	\$ 1,075.00
430 175 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	\$ 17,066.25	LF	75	\$ 227.55
430 175 124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	\$ 76,752.90	LF	262	\$ 292.95
430 175 218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER ELIP/ARCH 18"	\$ 17,605.00	LF	70	\$ 251.50
430 518 100	STRAIGHT CONCRETE ENDWALLS, 18", SINGLE, 0 DEGREES,	\$ 7,250.00	EA	2	\$ 3,625.00
430 518 122	STRAIGHT CONCRETE ENDWALLS, 18", SINGLE, 0 DEGREES,	\$ 6,940.00	EA	2	\$ 3,470.00
430 524 100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES,	\$ 5,820.00	EA	1	\$ 5,820.00
430 982 129	MITERED END SECTION (OPTIONAL ROUND) (24" CD)	\$ 4,000.00	EA	1	\$ 4,000.00
430 982 625	MITERED END SECTION (OPTIONAL ROUND) (OTHER) (18" CD)	\$ 6,640.00	EA	2	\$ 3,320.00
520 1 10	CONCRETE CURB AND GUTTER, TYPE F	\$ 58,278.00	LF	883	\$ 66.00
520 2 4	CONCRETE CURB, TYPE D	\$ 12,410.00	LF	170	\$ 73.00
522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	\$ 75,075.00	SY	770	\$ 97.50
522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	\$ 177,156.00	SY	1330	\$ 133.20

SCHEDULE OF VALUES

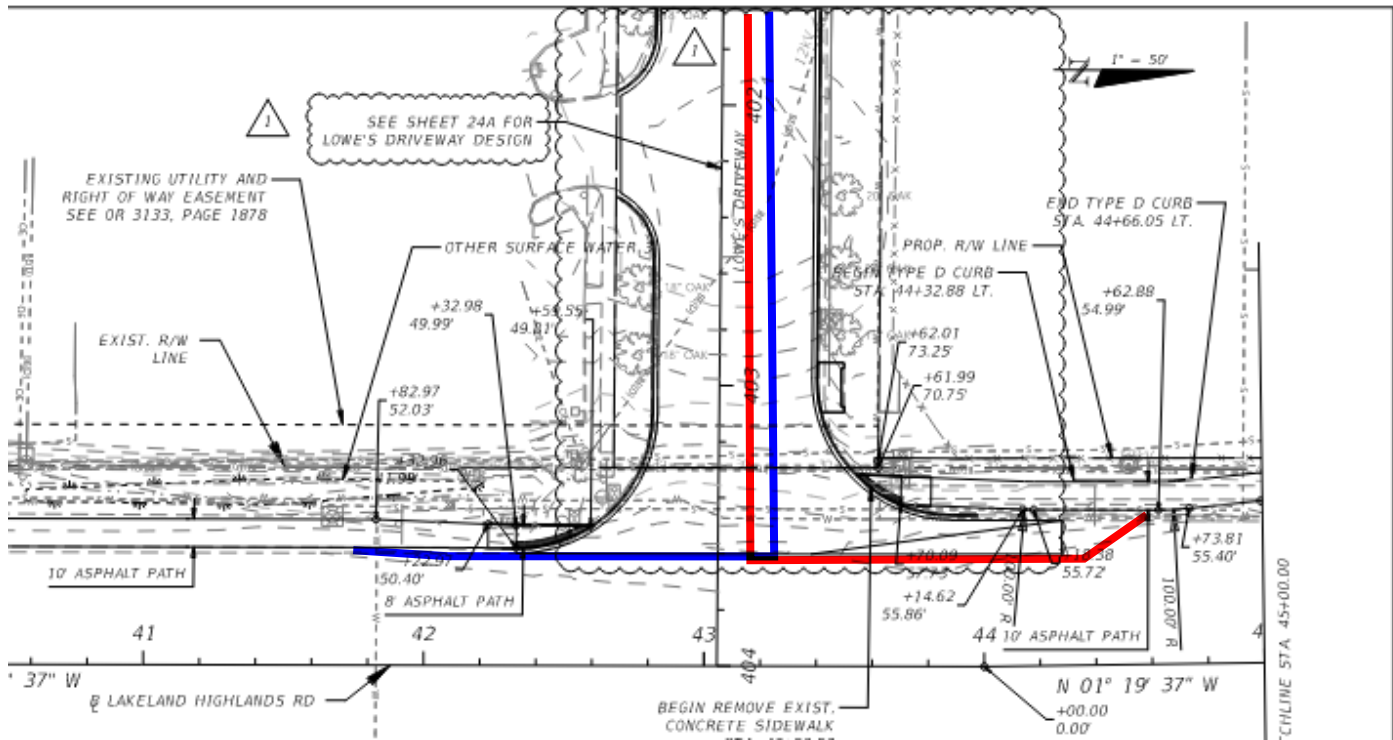
JOB #2458

#23-444, Ft Fraser Trail Extension - Winter Lake Rd. to Glendale St.

A	B	C		C1	C2
ITEM NO. (Include MBE Extension)	DESCRIPTION	SCHEDULED VALUE	UNIT	QUANTITY	UNIT PRICE
524 1 1	CONCRETE DITCH PAVEMENT, NON REINFORCED 3"	\$ 5,568.30	SY	18	\$ 309.35
527 2	DETECTABLE WARNINGS	\$ 37,505.00	SF	650	\$ 57.70
530 3 4	RIPRAP, RUBBLE, F&I. DITCH LINING	\$ 12,093.10	TN	47	\$ 257.30
550 10 120	FENCING, TYPE A, 5.1-6.0' HEIGHT, STANDARD	\$ 95,904.00	LF	6660	\$ 14.40
550 10 241	FENCING, TYPE B, 7.1-8.0' HEIGHT, W/ BARB WIRE ATTMT	\$ 24,738.00	LF	570	\$ 43.40
550 10 248	FENCING, TYPE B, 7.1-8.0' HEIGHT, RESET EXISTING	\$ 6,868.00	LF	170	\$ 40.40
550 60 222	FENCE GATE, TYPE B, DOUBLE, 6.1-12.0' OPENING	\$ 8,652.00	EA	2	\$ 4,326.00
570 1 2	PERFORMANCE TURF, SOD	\$ 99,085.00	SY	14900	\$ 6.65
580 1 1	LANDSCAPE COMPLETE - SMALL PLANTS	\$ 2,346.90	EA	6	\$ 391.15
	<u>SIGNING & PAVEMENT MARKING ITEMS</u>				
654 2 27	RECT RAPID FLASHING BEACON, F&I SOL, COMPLETE SIGN	\$ 48,000.00	AS	4	\$ 12,000.00
700 1 11	SINGLE SIGN POST, F&I GM, < 12 SF	\$ 3,430.00	AS	7	\$ 490.00
700 1 12	SINGLE SIGN POST, F&I GM, 12-20 SF	\$ 4,300.00	AS	2	\$ 2,150.00
700 1 50	SINGLE SIGN POST, RELOCATE	\$ 6,600.00	AS	15	\$ 440.00
700 1 60	SINGLE SIGN POST, REMOVE	\$ 175.00	AS	5	\$ 35.00
705 10 3	OBJECT MARKER, TYPE 3	\$ 4,153.50	EA	18	\$ 230.75
705 10 4	OBJECT MARKER, TYPE 4	\$ 461.50	EA	2	\$ 230.75
711 11 123	THERMOPLASTIC, STD, WHITE, SOLID, 12' FOR CROSSWALK	\$ 4,554.00	LF	990	\$ 4.60
711 11 125	THERMOPLASTIC, STD, WHITE, SOLID, 24' FOR STOP LINE AN	\$ 7,261.25	LF	785	\$ 9.25
711 17 1	THERMOPLASTIC, REMOVE	\$ 4,278.00	SF	930	\$ 4.60
	<u>STRUCTURAL ITEMS</u>				
285 7	OPTIONAL BASE, GRADED AGGREGATE, 6"	\$ 3,339.00	SY	42	\$ 79.50
400 2 4	CONCRETE CLASS II, SUPERSTRUCTURE	\$ 68,302.00	CY	74	\$ 923.00
400 2 10	CONCRETE CLASS II, APPROACH SLAB	\$ 24,930.00	CY	18	\$ 1,385.00
400 4 5	CONCRETE CLASS IV, SUBSTRUCTURE	\$ 83,220.00	CY	76	\$ 1,095.00
415 1 4	REINFORCING STEEL, SUPERSTRUCTURE	\$ 32,096.75	LB	18341	\$ 1.75
415 1 5	REINFORCING STEEL, SUBSTRUCTURE	\$ 9,607.50	LB	5490	\$ 1.75
415 1 9	REINFORCING STEEL, APPROACH SLAB	\$ 3,416.00	LB	1952	\$ 1.75
455 35 21	STEEL PILING, 20" DIA. PIPE	\$ 330,480.00	LF	816	\$ 405.00
460 7 21	PREFABRICATED STEEL TRUSS PEDESTRIAN BRIDGE	\$ 1,380,011.00	SF	1823	\$ 757.00
515 2 211	PEDESTRIAN / BICYCLE RAILING, STEEL, 42" TYPE I	\$ 12,947.00	LF	110	\$ 117.70
700 2 14	MULTI-POST SIGN, F&I, 31-50 SF (BRIDGE ROOF)	\$ 8,825.00	AS	1	\$ 8,825.00
	<u>SIGNALIZATION ITEMS</u>				
630 2 11	CONDUIT, F&I, OPEN TRENCH	\$ 1,355.00	LF	50	\$ 27.10
630 2 12	CONDUIT, F&I, DIRECTIONAL BORE	\$ 15,691.00	LF	340	\$ 46.15
632 7 1	SIGNAL CABLE, NEW OR RECONSTRUCTED INTERSECTION,	\$ 15,460.00	PI	2	\$ 7,730.00
635 2 11	PULL & SPLICE BOX, F&I, 13"x24" COVER SIZE	\$ 5,880.00	EA	3	\$ 1,960.00
635 3 40	JUNCTION BOX, RELOCATE	\$ 10,500.00	EA	7	\$ 1,500.00
646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	\$ 18,970.00	EA	7	\$ 2,710.00

EXHIBIT B

This proposal includes 350 LF of Low Barrier Wall to ensure crew safety. This is due to existing traffic along Lakeland Highlands and traffic entering the Lowes Parking. The Low Barrier wall allows for our crews to work at the bid production, with no downtime related to MOT and safe access to the full work zone.



PHASE 1 & PHASE 2



Arrive Alive Traffic Control

507 Marvin C. Zanders Avenue

Apopka, FL 32703

407-578-5431

QUOTATION

Quote Date	Quote ID
	FTFRASERMOT

CRISDEL

KATYA KOLESNIKOVA

Job Location:

2458 Ft Fraser Trail, Lakeland

Lakeland

Quote Created By: Andrew Melton

Estimated Days: 60

Email: ekolesnikova@crisdel.com

Item Description	Price	UOM	Qty/Day	Days	Total Qty.	Total
102-71-13 TEMPORARY BARRIER, F & I, LOW PROFILE, CONCRETE	\$55.00	LF	350	1	350	\$19,250.00
102-71-23 TEMPORARY BARRIER, RELOCATE, LOW PROFILE CONCRETE	\$25.00	LF	350	1	195	\$8,750.00
102-75-1 TEMPORARY SEPARATOR, F&I REMOVE	\$22.00	LF	195	1	195	\$4,290.00
102-75-1 TEMPORARY SEPARATOR, RELOCATE	\$16.00	LF	195	1	240	\$3,120.00

Note: The * indicates taxable items.

102-71-13 Install Temporary Barrier: $\$55 * 350 \text{ LF} = \$19,250$

102-71-23 Relocate Temporary Barrier: $\$25 * 350 \text{ LF} = \$8,750$

102-75-1 Install Temporary Separator: $\$22 * 195 \text{ LF} = \$4,290$

102-75-1 Relocate Temporary Separator: $\$16 * 195 \text{ LF} = \$3,120$

$\$4,290 + \$3,120 = \$7,410$

SUBTOTAL

\$35,410.00

SALES TAX (6%)

\$0.00

QUOTE TOTAL

\$35,410.00

Included:

Lane Closure Crew LS Quotes include all MOT Devices and Equipment to setup a Standard Plans 102-613/102-603/102-602 with 1 EA Arrow Board. It does NOT include Additional Arrow Board's, MOT Trailers, Or Detours. These additional items must be Quoted separatly.

AATC has a job minimum of \$850.00 unless otherwise noted.

Lane Closure Crew / Flagging Crew LS is for an 8hr Shift. Anything beyond 8hr's will incur additional costs per hour to offset overtime expenses. Each hour will be billed at 1/(Max Hours) the total cost of the closure, in increments of 15 minutes. Example $\$1400/8 = \$175.00/4 = \$43.75$ each 15 min period over.

Any cancelation of a labor service within 3 hours of the scheduled start time will have a 4-hour minimum charge.

Post-mounted sign rentals under 180 days shall have a \$85.00 per sign installation fee.

Reasonable notice is required for delivery of MOT devices and Equipment. Emergency delivery orders (under 24hr notice) will incur a delivery fee of \$150.00 Each time to jobsite.

Line item prices are subject to change if bid items are broken apart, or if quote is broken apart.

Equipment exceeding the stated quantities will be the responsibility of the General Contractor.

This Quote becomes part of any ensuing contract.

Any cancelation of a labor service within 3 hours of the scheduled start time will have a 4-hour minimum charge.

Purchases with a credit card will have an additional 3.5% mark-up for service fees.

Proposal valid 30 days from bid date.

Mobilizations are included in unit rates, unless quoted as a separate line item. Excessive mobilizations could result in additional charges.

Any deviation from plans may result in additional charges.

Initials_____Page 1 of 2

EXHIBIT C



7825 Depot Lane
Tampa, FL 33637
Phone: 813-985-9970
Fax: 813-985-9974

LICENSED

BONDED

INSURED

PROPOSAL

CLIENT:
CRISDEL GROUP, LLC
8985 PALM RIVER RD
TAMPA, FL 33619

SITE LOCATION:
FT FRASER TRAIL EXTENSION
LAKELAND, FL
CHANGE ORDER 2

ATTN:
EMAIL:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	MOBILIZATION	2 EA	\$2,550.00	\$5,100.00
2	3.00" ASPHALT MILLING	1,500 SY	\$7.07	\$10,605.00
			SUBTOTAL	\$15,705.00

THIS PROPOSAL INCLUDES ONLY THOSE ITEMS AND SERVICES SPECIFICALLY DESCRIBED ABOVE.

- ❖ THIS PROPOSAL DOES NOT INCLUDE MOT OR TRAFFIC CONTROL.
- ❖ THIS PROPOSAL IS BASED ON ONE MOBILIZATION. ADDITIONAL MOBILIZATIONS WILL REQUIRE NEGOTIATION OF PRICE.
- ❖ PRICES ARE SUBJECT TO F-DOT ASPHALT INDEX.
- ❖ THE PRICES ON THIS QUOTATION ARE FIRM FOR 30 DAYS FROM THE DATE OF THIS QUOTE.
- ❖ ANY AREAS THAT HAVE NO FALL AND NOW HOLD WATER MAY NOT DRAIN COMPLETELY AFTER RESURFACE. WE DO NOT GUARANTEE COMPLETE DRAINAGE ON OVERLAY PROJECTS. HOWEVER, WE WILL MAKE EVERY EFFORT TO CORRECT ANY OF THOSE PROBLEMS THAT MAY EXIST.

THERE IS A ONE-YEAR GUARANTEE ON ALL LABOR AND MATERIALS. THIS INCLUDES DAMAGE TO THE SURFACE DUE TO DEFICIENT SURFACE PREPARATION, DEFECTS IN LAYING OF THE PAVEMENT, CHEMICAL INADEQUACIES OF THE PAVEMENT ITSELF OR PROVEN GROSS NEGLIGENCE OF THE COMPANY OR ITS AGENTS. THIS DOES NOT INCLUDE DAMAGE DUE TO HURRICANES, FLOODS, NATURAL DISASTERS, OTHER ACTS OF GOD, NOR DELIBERATE DAMAGE OR GROSS NEGLIGENCE CAUSED BY OWNER OR OWNER'S FAMILY, TENANTS, AGENTS, OR INVITEES.

ACCEPTED: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. BUYER: _____ SIGNATURE: _____ DATE: _____	CONFIRMED: Precision Paving of Tampa, Inc. D/B/A Azzarelli Paving and Site Development
---	---

WWW.AZZPSD.COM

EXHIBIT D



7825 Depot Lane
Tampa, FL 33637
Phone: 813-985-9970
Fax: 813-985-9974

LICENSED

BONDED

INSURED

PROPOSAL

CLIENT:
CRISDEL GROUP, LLC
8985 PALM RIVER RD
TAMPA, FL 33619

SITE LOCATION:
FT FRASER TRAIL EXTENSION
LAKELAND, FL
LOWES DRIVEWAY
CHANGE ORDER #1

$\$29,434.61 + \$29,749.82 = \$240.59$

ATTN:
EMAIL:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	2 EA	\$2,550.00	\$5,100.00
2	1.50" SP-12.5 ASPHALT (1 ST LIFT)	1,501 SY	\$19.61	\$29,434.61
3	1.50" SP-12.5 ASPHALT (TOP LIFT)	1,501 SY	\$19.82	\$29,749.82
SUBTOTAL				\$64,284.43

THIS PROPOSAL INCLUDES ONLY THOSE ITEMS AND SERVICES SPECIFICALLY DESCRIBED ABOVE.

- ❖ THIS PROPOSAL DOES NOT INCLUDE MOT OR TRAFFIC CONTROL.
- ❖ THIS PROPOSAL IS BASED ON ONE MOBILIZATION. ADDITIONAL MOBILIZATIONS WILL REQUIRE NEGOTIATION OF PRICE.
- ❖ PRICES ARE SUBJECT TO F-DOT ASPHALT INDEX.
- ❖ THE PRICES ON THIS QUOTATION ARE FIRM FOR 30 DAYS FROM THE DATE OF THIS QUOTE.
- ❖ ANY AREAS THAT HAVE NO FALL AND NOW HOLD WATER MAY NOT DRAIN COMPLETELY AFTER RESURFACE. WE DO NOT GUARANTEE COMPLETE DRAINAGE ON OVERLAY PROJECTS. HOWEVER, WE WILL MAKE EVERY EFFORT TO CORRECT ANY OF THOSE PROBLEMS THAT MAY EXIST.

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ACCEPTED:

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED.

BUYER: _____

SIGNATURE: _____

DATE: _____

CONFIRMED:

Precision Paving of Tampa, Inc.
D/B/A Azzarelli Paving and Site Development

WWW.AZZPSD.COM

EXHIBIT E

Traffic Control Products of Florida, Inc.

Tampa
5514 Carmack Road
Tampa, Fl.
33610
813-621-8484

Sanford
2683 Richmond Ave.
Sanford, FL.
32773
407-521-6777

Jacksonville
5639 Witten Road
Jacksonville, FL.
32254
904-432-1589

Wildwood
717 Industrial Way
Wildwood, FL.
34785
352-787-0008

Striping / Pavement Markings - MOT - Signalization - Handrail - Signs - Temporary Concrete Barrier Wall

Contractor : Crisdel Group, Inc.	Date: 9/4/2024
Project : Ft. Fraser Trail Extension - Lowe's Driveway	County : Polk

CHANGE ORDER QUOTE

Pay Item	Description of Work	Quantity	Unit Price	Total Unit Price
0711-11-101	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	0.065 GM	\$ 7,250.00	\$ 471.25
0711-11-102	THERMOPLASTIC, STANDARD, WHITE, SOLID FOR INTERCHANGE & URBAN ISLAND, 8"	0.066 GM	\$ 9,600.00	\$ 633.60
0711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18"	138 LF	\$ 20.27	\$ 2,797.26
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0711-11-131	THERMOPLASTIC, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	0.028 GM	\$ 4,203.00	\$ 117.68
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Total				\$8,404.00

Permanent Striping Please Note:

- This Quotation Includes **One (01)** Mobilization For Thermoplastic, RPM & Preform Installation. Additional Mobilizations Will Be Charged At **\$ 2,750.00/ED.** 1
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- Prices are good for Thirty (30) days.
- A Cancellation Charge of **\$900.00** Will Be Applied (Per Truck) If the Job Is Cancelled With Less Than **6 Hours** Notice Prior to Scheduled Job "Start Time." Contractor Will Provide a Disposal Site and a Water Source Within a Reasonable Distance of the Project.

Timothy Grubb / TCP Striping Estimator Ext.# 140

stripe@trafficcontrolproducts.org

EXHIBIT F



Bid Proposal for FT. FRASER TRAIL EXTENSION

CRISDEL GROUP INC**Job Location:** POLK CO, FL**Bid Date:** 08/23/2024 08:00 am**Core & Main Bid #:** 3713412**Core & Main**

3216 Winter Lake Rd

Bays 5-10

Lakeland, FL 33803

Phone: 8638688279**Fax:** 8636060002

Seq#	Qty	Description	Units	Price	Ext Price
10		8" FORCEMAIN			
20	120	8 PVC C900 DR18 PIPE 20' GRN GREEN GSKT PC235	FT	20.12	2,414.40
30	500	10GA COP WIRE SOLID GREEN 500'	FT	0.39	195.00
40	1	3X1000' DETECTO TAPE GREEN FM	EA	50.41	50.41
SUBTOTAL (Avg. Based On 120FT)					2,659.81
Average price per				FT	22.17
60		BELL RESTRAINT			
70	4	8 EBAA BELL REST 1608 F/C900	EA	103.75	415.00
90		80' 8X16 SLEEVE MATERIAL			
100	80	16 .281 WALL STL CASING COATED OUT	FT	77.50	6,200.00
110	10	8X16 CASING SPACER SS	EA	91.00	910.00
120	2	8X16 END SEAL	EA	78.98	157.96
SUBTOTAL (Avg. Based On 80FT)					7,267.96
Average price per				FT	90.85
140		(2) 8" SLEEVES			
150	2	8 MJ L/P SLV C153 P401 USA	EA	668.01	1,336.02
160	4	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC USA	EA	92.10	368.40
SUBTOTAL (Avg. Based On 2EA)					1,704.42
Average price per				EA	852.21
180		(4) 8" 45 BENDS			
190	4	8 MJ 45 C153 P401 USA	EA	672.94	2,691.76
200	8	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC USA	EA	92.10	736.80
SUBTOTAL (Avg. Based On 4EA)					3,428.56
Average price per				EA	857.14
220		(2) TEMP BLOWOFF ASSEMBLY			
230	2	8X2 MJ TAPT CAP C153 USA	EA	185.93	371.86
240	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC USA	EA	92.10	184.20
250	2	2X6 GALV STL NIPPLE USA	EA	21.93	43.86
260	2	2X36 GALV STL NIPPLE USA	EA	132.96	265.92
270	4	2 GALV MI 90 USA	EA	29.94	119.76
280	2	2X48 GALV STL NIPPLE USA	EA	172.79	345.58
290	2	2X3/4 BRASS TEE NO LEAD USA	EA	204.39	408.78
300	2	3/4 HOSE BIBB MATCO 646R04LF NO LEAD	EA	11.06	22.12
310	2	2X24 GALV STL NIPPLE USA	EA	92.35	184.70
320	2	2" BRZ GATE VALVE G300 NO LEAD	EA	42.17	84.34
SUBTOTAL (Avg. Based On 2EA)					2,031.12



Bid Proposal for FT. FRASER TRAIL EXTENSION

Bid #: 3713412

Seq#	Qty	Description	Units	Price	Ext Price
			Average price per	EA	1,015.56
350		(2) 8X8 TAP SLEEVE/VALVES			
360	2	432-0905-8 8X8 SS TAP SLV JCM 8.98-9.37 OD	EA	2,660.29	5,320.58
370	2	8 T2361-19 MJ RW TAP VLV OL ON	EA	2,040.10	4,080.20
380	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	184.20
		USA			
SUBTOTAL (Avg. Based On 2EA)					9,584.98
			Average price per	EA	4,792.49
400		CONNECT TO LINE STOPS			
410	2	8" SDR11 DIPS MJ ADAPTER W/KIT	EA	225.34	450.68
SUBTOTAL					10,035.66
Sub Total					27,542.53
Tax					0.00
Total					27,542.53

Branch Terms:
MATERIALS MUST BE PLACED ON ORDER/RELEASED BY 9/21/24 & SHIPPED BY 10/21/24. PIPE SUBJECT TO MANUFACTURERS AVAILABILITY. CORE & MAIN IS NOT RESPONSIBLE FOR DELAYS OR PRICE INCREASES DUE TO PRICE AND SUPPLY VOLATILITY. SPECIAL ORDER ITEMS MAY BE NON-RETURNABLE OR SUBJECT TO RESTOCKING CHARGES. ITEMS RETURNED MUST BE IN RESALABLE CONDITION TO RECEIVE CREDIT. THIS TAKEOFF REPRESENTS OUR INTERPRETATION OF PLANS/SPECS AND IS OFFERED AS AN AID TO BIDDING ONLY. CORE & MAIN STANDARD TERMS & CONDITION APPLY TO ALL ORDERS.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



Quote Number RTS24-1271

Rangeline will perform the following Wet Taps:

Quantity	Description	Unit Price	Total
2	8" X 8" Test & Tap on PVC Force Main	\$804.00	\$1,608.00

Rangeline Group will perform the following Double Line Stop:

Quantity	Size	Pipetype	Product	Double Line Stop	Total	Line Stop Equipment Overnight charges after 7PM on 2nd Day "When Equipment is on the Pipe"
1	8"	PVC	Water Main	\$14,868.00	\$14,868.00	\$500.00 Per Day, Per Line Stop

Note: Rangeline cannot guarantee a 100% shutdown due to debris, mineral deposits, solids and/or sediments in the pipe.

Prices are based on the following below:

- Rangeline will provide linestop fittings with 304SS body and flange, ductile iron completion plug, and epoxy coated steel blind flange and blowdown fittings with plastic coated ductile iron saddles and dual 304SS straps.
- If the project is cancelled after NON-AIS(standard) materials are ordered, there will be a restocking fee.
- When equipment is placed on the pipeline system, whether the linestop is in the main or not, per day charges will apply.
- Please allow (7 - 14 days) notice for scheduling after receipt of materials to ensure availability. Projects that require shorter lead times may incur additional charges.
- Contractor must encase each line stop fitting in concrete.
- If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and it's O.D.
- Rangeline may require a pre-construction meeting or site visit prior to scheduling any services.
- Normal daytime hours (7:00AM- 7:00 PM EST) Monday through Friday. Technician(s) will have a \$300.00 per hour after hours charge, portal-to-portal. Additional Expenses will be charged at our cost plus 20%.
- Rangeline will allow (3) Mobilizations/De-Mobilizations to the jobsite per double line stop and (1) Mobilization/De-Mobilization to the jobsite per wet tap. Additional trips will be \$350.00 per trip. Mobilization charges are applied when the technician leaves the shop or jobsite to start or after completion of the project.
- If Rangeline arrives at the jobsite to perform scheduled work that does not get performed, through no fault of Rangeline, an additional trip charge will be charged regardless of the number of Mobilizations allowed for the scheduled work.
- Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee, please refer to Terms and Conditions. This includes weather related cancellations.
- Rangeline will allow each Line Stop to be left in place for (1) day(s) or less. Each additional day will be charged as noted above including weekends. Limited to no more than 7 days from original quoted scope. Any days needed past the 7th additional day will require an approved changed notice before proceeding or equipment will have to be removed on the 7th day. The Change Order must be received by Rangeline prior to the 7th day.
- Stand-by charges will be billed at \$200.00 per hour / per technician during normal daytime hours and \$300.00 per hour / per technician during afterhours.
- Stand-by charges for equipment on the truck from portal-to-portal at \$750.00/per day.

Rangeline Tapping Services
1997 42nd Street North West Winter Haven, FL 33881

EXHIBIT G



COMPENSATION

The attached cost estimate is based on the information provided and our experience with similar projects. PVE will provide the scope of services described on a time and materials (hourly and unit rate) basis. Based on the information provided and noted assumptions, we estimate **\$5,090.00** for the budget of the project using the rates included in this document.

The actual cost for our services will be based on the actual services requested and project scheduling.

If any other materials testing is needed, PVE will provide these services based on the attached unit rates.

TERMS AND LIMITATIONS

Fees will be based on the agreed unit rates, the number of hours spent traveling to the project site, on-site field services, report preparation, and the number of laboratory tests completed.

Since PVE has no control over the construction schedule or methods of construction, quoted fee estimates shall in no way be considered as a guaranteed maximum or lump sum fee. At no time shall PVE be obligated to furnish services when the fees exceed the total amount authorized by the Client.

Stand-by time will be charged as per Senior Engineering Technician unit rate and is not included in this proposal.

PVE will submit the invoice monthly or upon completion of services. The invoicing will be based on the services provided. Payment is due 30 days after submitting the invoices.

AUTHORIZATION

You may confirm your authorization to proceed by signing this proposal and returning a copy to us. Upon your acceptance of this proposal, please forward current property contact information so we can coordinate access to the site for our field activities.

Katya Kolesnikova

Subject: FW: [External] 2458 - Ft Fraser Trail Extension - Lowes Driveway

From: Joe Clark <joec@hamiltonengineering.us>
Sent: Wednesday, August 21, 2024 9:19 AM
To: Katya Kolesnikova <ekolesnikova@crisdel.com>
Subject: RE: [External] 2458 - Ft Fraser Trail Extension - Lowes Driveway

Good Morning-To stake and asbuilt will be **\$15000**

From: Katya Kolesnikova <ekolesnikova@crisdel.com>
Sent: Tuesday, August 20, 2024 4:37 PM
To: Joe Clark <joec@hamiltonengineering.us>
Subject: 2458 - Ft Fraser Trail Extension - Lowes Driveway



Joe,

Would you be able to price out the survey scope for the attached revised Lowes Driveway?
This work will be a change order.

Katya Kolesnikova

Project Manager

☎ 813 - 940 - 3434 | 📠 813 - 734 - 4151

📍 8985 Palm River Road, Tampa, FL 33619

CRISDEL.COM [f](#) [in](#) [t](#) [v](#)

As a recipient of this message, please refer to the following [PRIVACY POLICY](#) setting forth your responsibilities with respect to the information contained in this message.



7825 Depot Lane
Tampa, FL 33637
Phone: 813-985-9970
Fax: 813-985-9974

LICENSED

BONDED

INSURED

PROPOSAL

CLIENT:
CRISDEL GROUP, LLC
8985 PALM RIVER RD
TAMPA, FL 33619

SITE LOCATION:
FT FRASER TRAIL EXTENSION
LAKELAND, FL
CHANGE ORDER 2

ATTN:
EMAIL:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	2 EA	\$2,550.00	\$5,100.00
2	3.00" ASPHALT MILLING	1,500 SY	\$7.07	\$10,605.00
			SUBTOTAL	\$15,705.00

THIS PROPOSAL INCLUDES ONLY THOSE ITEMS AND SERVICES SPECIFICALLY DESCRIBED ABOVE.

- ❖ THIS PROPOSAL DOES NOT INCLUDE MOT OR TRAFFIC CONTROL.
- ❖ THIS PROPOSAL IS BASED ON ONE MOBILIZATION. ADDITIONAL MOBILIZATIONS WILL REQUIRE NEGOTIATION OF PRICE.
- ❖ PRICES ARE SUBJECT TO F-DOT ASPHALT INDEX.
- ❖ THE PRICES ON THIS QUOTATION ARE FIRM FOR 30 DAYS FROM THE DATE OF THIS QUOTE.
- ❖ ANY AREAS THAT HAVE NO FALL AND NOW HOLD WATER MAY NOT DRAIN COMPETELY AFTER RESURFACE. WE DO NOT GUARANTEE COMPLETE DRAINAGE ON OVERLAY PROJECTS. HOWEVER, WE WILL MAKE EVERY EFFORT TO CORRECT ANY OF THOSE PROBLEMS THAT MAY EXIST.

THERE IS A ONE-YEAR GUARANTEE ON ALL LABOR AND MATERIALS. THIS INCLUDES DAMAGE TO THE SURFACE DUE TO DEFICIENT SURFACE PREPARATION, DEFECTS IN LAYING OF THE PAVEMENT, CHEMICAL INADEQUACIES OF THE PAVEMENT ITSELF OR PROVEN GROSS NEGLIGENCE OF THE COMPANY OR ITS AGENTS. THIS DOES NOT INCLUDE DAMAGE DUE TO HURRICANES, FLOODS, NATURAL DISASTERS, OTHER ACTS OF GOD, NOR DELIBERATE DAMAGE OR GROSS NEGLIGENCE CAUSED BY OWNER OR OWNER'S FAMILY, TENANTS, AGENTS, OR INVITEES.

ACCEPTED: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. BUYER: _____ SIGNATURE: _____ DATE: _____	CONFIRMED: Precision Paving of Tampa, Inc. D/B/A Azzarelli Paving and Site Development
---	---

WWW.AZZPSD.COM



7825 Depot Lane
Tampa, FL 33637
Phone: 813-985-9970
Fax: 813-985-9974

LICENSED

BONDED

INSURED

PROPOSAL

CLIENT:
CRISDEL GROUP, LLC
8985 PALM RIVER RD
TAMPA, FL 33619

SITE LOCATION:
FT FRASER TRAIL EXTENSION
LAKELAND, FL
LOWES DRIVEWAY
CHANGE ORDER #1

$\$29,434.61 + \$29,749.82 = \$240.59$

ATTN:
EMAIL:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	2 EA	\$2,550.00	\$5,100.00
2	1.50" SP-12.5 ASPHALT (1 ST LIFT)	1,501 SY	\$19.61	\$29,434.61
3	1.50" SP-12.5 ASPHALT (TOP LIFT)	1,501 SY	\$19.82	\$29,749.82
			SUBTOTAL	\$64,284.43

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SIGNATURE: _____

DATE: _____

CONFIRMED:

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Timothy Grubb / TCP Striping Estimator Ext.# 140

stripe@trafficcontrolproducts.org

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: Heather Bryan
(CHECK ONE) Noah Milov



FROM: Doug Gable 535-2285
(Name and Phone Number)

DATE: May 8 2025

RETURN TO: Doug Gable TR02

DIVISION: Roads & Drainage

BOARD AGENDA DATE: June 3 2025

COUNTY MANAGER ITEM: ☐

PROJECT: Fort Fraser Trail extension

CSA/CONTRACT NUMBER: 2024-045

MODIFICATION NUMBER:

CHANGE ORDER NUMBER: 1

TYPE OF AGREEMENT: construction contract

NAME OF CONSULTANT/CONTRACTOR: Crisdel Group, Inc.

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: review and sign CO form.

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest convenience. THANK YOU.

For CAO Use Only:

Assigned Staff:

Noah

Log-In Date: 5/9/25

CAO Project Number:

25-346

Log-Out Date: 5/10/2025



Polk County
Board of County Commissioners

Agenda Item Q.24.

6/17/2025

SUBJECT

Approve Change Order No. 1 to Contract No. 2024-081 with Kaminga & Roodvoets, Inc (Contractor) for the Indian Woods Trails Drainage Improvement Project (\$154,792.62 one-time expense).

DESCRIPTION

On November 5, 2024, the Board approved Contract No. 2024-081 with the Contractor in the amount of \$1,304,405.30 to construct Indian Woods Trail Drainage Improvement Project (Project). The goal of the Project is to resolve localized flooding and standing water conditions that persist within the open ditch drainage system along Indian Woods Trail, Tomaka Run, and Toco Path. Construction of the Project is ongoing and is being funded by the American Rescue Plan Act.

The Project primarily consists of re-grading the open ditch system, piping the north outfall to Cambell Road from Indian Woods Trail, desilting all the existing culverts, and replacing seven driveway pipes that were deemed to be adversely impacting the drainage system.

After the Contractor completed the desilting and inspection of all the existing culverts, it was determined an additional eleven driveway culverts are in failing condition. This Change Order will add the replacement of these pipes and driveway aprons to Contract 2024-081 for a lump sum price of \$154,792.62. Change Order No. 1 will also add 20 additional days of contract time.

RECOMMENDATION

Request the Board approve Change Order No. 1 to Contact No. 2024 with the Contractor in the amount of \$154,792.62 resulting in a new total contract amount of \$1,459,197.92.

FISCAL IMPACT

Funds in the amount of \$154,792.62 are available in the Transportation Millage Fund within the Roads and Drainage 5 Year CIP.

CONTACT INFORMATION

Conner Updike, P.E.
Drainage Engineer
Roads & Drainage Division
(863) 535-2276

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

EXHIBIT XVII: CHANGE ORDER

Project: Indian Woods **Contract No.:** 24-081 **Change Order No:** 1

Polk County, a political subdivision of the State of Florida

Contractor: Kamminga & Roodvoets, Inc.

Architect/Engineer: RK&K

Description of Change Order:

During the de-silting and videoing of the driveway pipes located within the Project Limits it was determined that 11 additional driveway pipes are compromised and/or in poor condition (rusted out).

Contract is changed as follows: Kamminga & Roodvoets will replace the 11 driveway pipes and concrete aprons for a lump sum price of \$154,792.62.

Architect/Engineer: Lucy Y. H. (Signature) **Date:** 4/30/25

Original Contract Sum: \$ 1,304,405.30

Net change by previously authorized Change Order \$ 0

Contract Sum prior to this Change Order \$ 1,304,405.30

Contract Sum will be increased/decreased by this Change Order in the amount of \$ 154,792.62

New Contract Sum including this Change Order will be \$ 1,459,197.92

Contract Time will be increased by 20 days.

Date of Substantial Completion as of the date of this Change Order therefore is 8/28/2025.

The above changes are accepted by:

Contractor: Jason W Schmidt **Date:** 05/01/25

You are hereby authorized to make the changes noted above:

Division Director: [Signature] **Date:** 5/9/25

Reviewed as to form and legal sufficiency:

Nirah Miller 5/21/2025

County Attorney's Office **Date** **County Manager/Designee** **Date**

(Change order increases require Board approval)

Attest: STACY M. BUTTERFIELD, CLERK

Polk County, a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____, Chairman
Board of County Commissioners

Date Signed by Chairman: _____

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: Noah Milov

(CHECK ONE)

Heather Bryan



FROM:

Conner Updike, P.E. 863-535-3232

(Name and Phone Number)

DATE: 5/9/25

RETURN TO: Conner Updike

DIVISION: Roads & Drainage (TR02)

BOARD AGENDA DATE: 6/17/25

COUNTY MANAGER ITEM: ☐

PROJECT: Indian Woods Trails Drainage Improvement Project

CSA/CONTRACT NUMBER: 2024-081

MODIFICATION NUMBER: _____

CHANGE ORDER NUMBER: 1

TYPE OF AGREEMENT: Construction Contract

NAME OF CONSULTANT/CONTRACTOR: Kaminga & Roodvoets, Inc.

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: Please review and execute CO1 if no issues

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest convenience. THANK YOU.

For CAO Use Only:

County Attorney

Assigned Staff:

Noah

Log-In Date:

MAY 13 2025

CAO Project Number:

25-355

Log-Out Date:

5/21/2025

PROJECT: Indian Woods

CONTRACTOR: Kamminga & Roodvoets, Inc.

Replace (11) Driveway Culverts and Conc. Driveways

2911 Indian Woods- 46 Sy
 2929 Indian Woods- 60 Sy
 2953 Indian Woods- 56 Sy
 2954 Indian Woods- 56 Sy
 2942 Indian Woods- 36 Sy
 8418 Toco Path- 30 Sy

8509 Tomoka Run- 30 sy
 8410 Tomoka Run- 35 sy
 8434 Tomoka Run- 37 Sy
 8505 Toco Path- 40 Sy
 8442 Toco Path - 45 Sy Added

ITEM NO.	DESCRIPTION	QUANTITY	U/M	HOURLY RATE	HOURS	TOTAL	UNIT PRICE	10% MARK-UP	TOTAL PRICE	TOTAL LINE ITEM
ADDED DRIVEWAY CULVERTS										
	Re/De Mobilize to Project	1.00	LS				\$5,892.60	\$589.26	\$6,481.86	\$6,481.86
	Original contract work was completed									
	Carry All Driver	1.00	ea	64.42	30.00	1,932.60				
3.00										
Moves	Carry All -Truck	1.00	ea	132.00	30.00	3,960.00				
5										
Hr/move										
	Clear and Grubb-Concrete and Pipe Removal	1.00	LS				\$20,985.07	\$2,098.51	\$23,083.58	\$23,083.58
	Job Forman	1.00	ea	79.64	27.00	2,150.28				
471.00										
syds	Laborers	2.00	ea	49.54	27.00	2,675.16				
	Skilled Laborers	1.00	ea	55.42	27.00	1,496.34				
2										
Hr/DW	Operators	2.00	ea	64.42	27.00	3,478.68				
	PC138 Komatsu	1.00	ea	88.54	27.00	2,390.58				
	380 Komatsu Loader	1.00	ea	80.29	27.00	2,167.83				
	Small Tools/Equipment	1.00	ea	20.00	27.00	540.00				
	Pick-Up	1.00	ea	24.02	27.00	648.54				
	Small Equipment	1.00	ea	20.00	27.00	540.00				
	Pipe Saws Etc.									
	Dump Truck	1.00	ea	102.16	27.00	2,758.32				
	Dump Truck Driver	1.00	ea	64.42	27.00	1,739.34				
	Disposal fee	1.00	ea	400.00		400.00				
				Angelos						
	Install 14x23 ERCP	288.00	Ft				\$198.00		\$198.00	\$57,024.00
	Pay Item 430-175-218	288.00	Ft	198.00		57,024.00				
	Grade Driveways	471.00	Sy				\$28.25	\$2.82	\$31.07	\$14,634.64
	Job Forman	1.00	ea	79.64	22.00	1,752.08				
	Laborers	2.00	ea	49.54	22.00	2,179.76				
	Skilled Laborers	1.00	ea	55.42	22.00	1,219.24				

	Operators	2.00	ea	64.42	22.00	2,834.48			
	Skidsteer	1.00	ea	74.72	22.00	1,643.84			
	380 Komatsu Loader	1.00	ea	80.29	22.00	1,766.38			
	Small Tools/Equipment	1.00	ea	20.00	22.00	440.00			
	Pick-Up	1.00	ea	24.02	22.00	528.44			
	Small Equipment	1.00	ea	20.00	22.00	440.00			
	Forms	1.00	LS	500.00		500.00			
	6in Concrete Driveways	471.00	Sy				\$88.00	\$4.40	\$92.40
	FAC -See attached Quote	471.00	ea	88.00		41,448.00		5% M/U	\$43,520.40
12	Place Embankent	140.00	cy				\$77.00		\$10,780.00
Cy/DW	Pay Item 120-6	140.00	cy	77.00		10,780.00			
22.22	Performance Turf	500.00	Sy				\$11.50		\$5,750.00
Sy/MES	Pay Item 570-1-2	500.00	Sy	11.50		5,750.00			
COST PROPOSAL TOTAL									\$154,792.62

Highlighted (Yellow) represents contract unit prices
Quantities are estimats only. Final quantity will be field measured.
K&R request an additional **20** contract days for this work.

All prices shown in US dollars (\$)

Rental Rate Blue Book®, Usage Report (Monthly)

April 30, 2025

Name: **52414 Indian Woods**

Adjustments

Note: Values not specified at the fleet level will be taken from individual equipment adjustments.

Rate Effective Date: -

Region: -

Ownership Adjustment: -

Rate Effective Date: -

Organization: -

Operating Adjustment: -

Rental Rate Blue Book® Rates

All prices shown in US dollars (\$)

Equipment Details								Rental Rate Blue Book®					Adjustments						
ID	Equipment Type	Size Class	Manufacturer	Model	Year	Serial Number	Configuration/Notes	Ownership	Operating	Standby	Idling	Revision	Region	Age	Ownership	Operating	FHWA Hourly Rate	Hours	Total Cost
C-114	Crawler Mounted Hydraulic Excavators	14.5 - 16.4 mt	Komatsu	PC138USLC-11	2022		Horsepower:97.2	USD \$59.82	USD \$28.72	USD \$34.61	USD \$66.65	2025-04-01	100%	99.94%	100%	100%	USD \$88.54	1	USD \$88.54
L-104/105	4-Wd Articulated Wheel Loaders	175 - 199 hp	Komatsu	WA380-8	2024		Bucket Capacity:4.3 , Horsepower:191.0 , Operator Protection:EROPS , Power Mode:Diesel	USD \$46.63	USD \$33.66	USD \$30.77	USD \$59.77	2025-04-01	100%	99.97%	100%	100%	USD \$80.29	1	USD \$80.29
SL-45	Compact Track Loaders	2201 - 2500 lbs	Kubota	SVL75-2	2023		Horsepower:68.8 , Operator Protection:ROPS/FOPS , Power Mode:Diesel	USD \$45.51	USD \$29.21	USD \$19.63	USD \$54.92	2025-04-01	100%	99.94%	100%	100%	USD \$74.72	1	USD \$74.72
T001	On-Highway Truck Tractors	60,001 lbs & Over	Miscellaneous	6X4 75KGVW DSL	2003	1XKDDBOX03J384802	Axle Configuration:6X4 , Horsepower:400.0 , Maximum Gross Vehicle Weight:75000.0 , Power Mode:Diesel / Kenworth t-800 Tractor Purchased on 7/30/02	USD \$21.65	USD \$54.36	USD \$13.57	USD \$57.88	2025-04-01	Florida: 97.3%	91.73%	100%	100%	USD \$76.01	1	USD \$76.01
TD-17*			Kenworth	T880	2024	1NKZX4EX9RJ360051		USD \$38.39	USD \$63.77	USD \$38.39	USD \$102.16	-	-	100%	100%	100%	USD \$102.16	1	USD \$102.16
TP-184	On-Highway Light Duty Trucks	300 hp & Over	GM/CHEVY	K2500 HD	2024		Axle Configuration:4.0 x 4.0 , Cab Type:Crew , Horsepower:300.0 , Power Mode:Gasoline , Ton Rating:3.0 / 4.0	USD \$13.01	USD \$11.01	USD \$8.48	USD \$16.95	2025-04-01	100%	99.99%	100%	100%	USD \$24.02	1	USD \$24.02
																		Total:	USD \$445.75

*This is a user-supplied rate not covered in the EquipmentWatch Cost Recovery product
Custom model rates may be corroborated by EquipmentWatch supplied custom rate sheet

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (jschmidt@kandrincl.com)



To:	Kamminga & Roodvoets, INC	Contact:	Delaney Marsonek
Address:	5219 CONE RD, TAMPA TAMPA, FL 33610	Phone:	813-623-3031
		Fax:	
Project Name:	Indian Woods Trail	Bid Number:	25-0060
Project Location:	Indian Woods Trail, Lakeland, FL	Bid Date:	1/16/2025

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0425-15-41	CONCRETE DITCH PAVEMENT, NON REINFORCED, 3". Pricing Includes Pumping. Dewatering, Excavation, OSHA Safe Hole, Filter Fabric, #57 Stone, Galvanized Wire Mesh, Final Grading & Sodding By Others	32.30	SY	\$208.50	\$6,734.55
N/A	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (W/ Fiber Reinforcement)	537.00	SY	\$88.00	\$47,256.00
Total Price for above Items:					\$53,990.55

Total Bid Price: \$53,990.55

Notes:

- **\$7,000 of Hand Work Per Mobilization. Additional Cost up to \$3500 Plus Scope Of Work Items Above If Minimum Is Not Met.**
- **Driveway Quantity Provided By Kamminga.**
- **Pricing valid through completion of work prior to 6/30/25.**
- **FAC Must Be Notified of Award of Contract Within 60 Days of Proposal Bid Date.**
- **Pricing Is Based On The Date Of This Proposal. Due to The Volatility Of Fuel, Concrete, Rebar, Welded Wire Mesh, and Other Reinforcements, We Are Unable To Predict Tomorrow's Market. This Proposal Does Not Include Any Adjustments / Surcharges For Material Price Increases Over 5% of Today's Market. Average Projected Concrete Price at \$183/CY for Duration of Project.**
- Items excluded (Unless Noted): Joint Sealer, Geotech, Engineering & Survey, Maintenance of Traffic, Concrete Pumping, Detectable Warnings, and Stamping of Concrete.
- 3000 PSI after 28 days unless otherwise noted.
- Quoted Fiber is Commercial Fiber at 1.5 LBS/CY unless otherwise noted.
- Based on work week Monday thru Friday between 7 am and 5 pm.
- Excavation and compaction by others to + / - 0.1'.
- Cleanup of Asphalt And Base Material Left From Trench Curb Operation By Others.
- Invoicing will be based on field measurements.
- Night plant opening fee billed by each night required.
- Add \$1.50 per LF for Trench Curb if Soil Cement is used and it is cured longer than 14 days.
- Payment and performance bonds are not included (Please add 1.25%, if required).
- Any Project Under \$50,000 Will Not Be Subject To Retainage.
- This Proposal Does Not Cover Any Damages Due To Hurricanes, Floods, Natural Disasters, and Other Acts Of God.

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>FLORIDA ASPHALT & CONCRETE</p> <p>Authorized Signature: _____</p> <p>Estimator: Nick Szabo (813) 455-3382 nszabo@floridaasphalt.com</p>
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Polk County
Board of County Commissioners

Agenda Item Q.25.

6/17/2025

SUBJECT

Adopt Resolution Setting Truck Restrictions on Graves Street and Tangerine Drive (near Haines City). (\$221.11 one-time expense)

DESCRIPTION

Polk County Roads & Drainage recently received a citizen request to restrict commercial trucks on Graves Street. In researching the request, staff discovered that some commercial truck drivers are utilizing Graves Street and Tangerine Drive to avoid turning onto Detour Road from County Road 546 (Kokomo Road) because the City of Haines City has posted Detour Road No Thru Trucks at that intersection. Commercial trucks cannot easily navigate these roadways, which are residential in nature. The Roads & Drainage Division proposes to restrict thru commercial vehicles along Graves Street and Tangerine Drive to encourage truck traffic to use State Road 17, rather than travel through a residential area.

FS 316.008 allows local governments to prohibit or regulate the use of certain roadways by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic. Based on staff research, it was determined that postings of "No Thru Trucks" for Graves Street and Tangerine Drive will benefit the residents in the area, as well as the traveling public, by restricting commercial traffic.

RECOMMENDATION

Request Board adopt the associated Resolution to establish truck restrictions for Graves Street and Tangerine Drive. Estimated cost for installation of the signs is \$221.11.

FISCAL IMPACT

Funds are budgeted in the FY 24/25 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 FS 316.008 allows local governments to prohibit or regulate the use of certain roadways by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic, and

WHEREAS the following roads are County-maintained Local Residential roads:

Graves Street (Road Number 871001) from County Road 546 (Kokomo Road) to Dead End North. Located in S-10, T-28S, R-27E, and

Tangerine Drive (Road Number 871004) from Detour Road to Massey Road. Located in S-10, T-28S, R-27E, and

WHEREAS the conveyance of commercial truck traffic along these roads has been found to be incompatible with the normal and safe movement of traffic,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Graves Street to be posted “No Thru Trucks” from County Road 546 (Kokomo Road) to Tangerine Drive, and Tangerine Drive to be posted “No Thru Trucks” from Detour Road to Graves Street.

DATED this 17th day of June 2025.

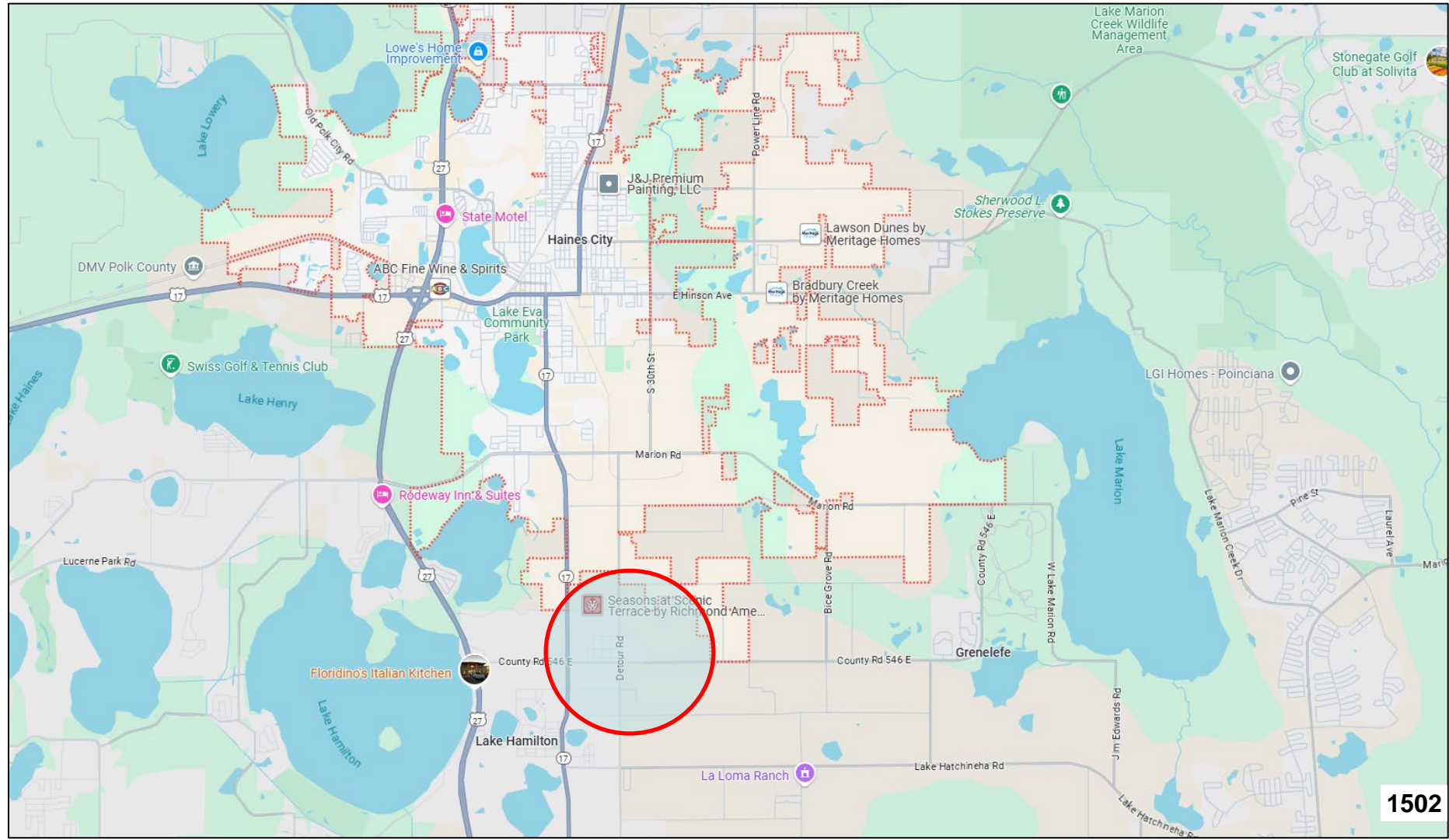


N.T.S.

Graves St & Tangerine Dr (Haines City Area)

Request for Truck Restriction

Vicinity Map



N



N.T.S.

Graves St & Tangerine Dr (Haines City Area)

Request for Truck Restriction





Polk County
Board of County Commissioners

Agenda Item Q.26.

6/17/2025

SUBJECT

RESET PUBLIC HEARING to consider adoption of an ordinance to create the Master Inwood Street Lighting Municipal Service Benefit Unit (MSBU). (Suggested hearing date: July 1, 2025)

DESCRIPTION

A public hearing is required to consider adoption of an ordinance, the title of which is:

AN ORDINANCE CREATING MASTER INWOOD STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT (MSBU), INCORPORATING THE SOUTHWEST INWOOD STREET LIGHTING MSBU AND THE CENTRAL INWOOD STREET LIGHTING MSBU INTO THE MASTER INWOOD STREET LIGHTING MSBU, AND INCLUDING ADDITIONAL PROPERTIES; PROVIDING FOR DEFINITIONS; PROVIDING FOR FINDINGS; DESCRIBING THE LEGAL BOUNDARIES OF THE MSBU; SPECIFYING LIGHTING SERVICES TO BE PROVIDED; PROVIDING A MEANS FOR ASSESSMENT AND COLLECTION OF SPECIAL ASSESSMENTS FOR THE MSBU; PROVIDING FOR ADJUSTMENT OF THE LIGHTING SERVICES AND ASSESSMENTS; PROVIDING FOR LIENS UPON LANDS IN THE MSBU; AND PROVIDING AN EFFECTIVE DATE.

The County has installed streetlights in certain portions of the Inwood area over the past four years. Initially, the area was partitioned to roll out the installations in phases. The first area to install streetlights was Southwest Inwood in 2021 under Ordinance No. 21-54. The next area to have streetlights installed was Central Inwood in 2023 under Ordinance No. 23-79. Now, the northern portion of Inwood is seeking to have streetlights installed. Concurrently, the County has found that the consolidation of the area under a single assessment rate will make assessment collection more affordable while bringing the rate down for the property owners. Therefore, the County seeks to consolidate the already existing Inwood areas that have streetlights installed, Southwest and Central, while including the northern area that is having streetlights installed into a single Master Inwood Area. Nevertheless, because the areas paid different Capital Improvement Costs when the streetlights were installed, property owners will initially pay different annual assessment rates until the installation and other capital costs have been paid off in the next 5 years.

A public hearing date was previously set by the board for June 3, 2025; however, the matter was inadvertently not added to the agenda for that date.

RECOMMENDATION

Reset public hearing to July 1, 2025, at 9:00 a.m. or soon thereafter for purposes of considering the adoption of this ordinance.

FISCAL IMPACT

No fiscal impact will be realized by setting the hearing.

CONTACT INFORMATION

Noah Milov, Assistant County Attorney

863-534-7664



Polk County
Board of County Commissioners

Agenda Item Q.27.

6/17/2025

SUBJECT

Approve the termination of a temporary construction easement that the County was previously granted pursuant to a Stipulated Final Judgment in the case of Polk County v. TLG Championsgate, LLC, et al (2021CA-002701-0103-00).

DESCRIPTION

At its June 7, 2022, Regular Meeting, the Board authorized outside counsel to stipulate to a final judgment for Parcels 103, 711, and 803 in the case of Polk County v. TLG Championsgate, LLC, et al (2021CA-002701-0103-00), an eminent domain lawsuit filed to acquire needed rights-of-way for the Lake Wilson Road project. The Court entered the Final Judgment on June 13, 2022. Among other matters addressed in the Final Judgment the County obtained a five year temporary construction easement over Parcel 711 for driveway reconstruction, connection and harmonization.

Counsel for TLG Championsgate, LLC recently contacted the County Attorney's Office and requested that the County terminate the Parcel 711 temporary construction easement since the Lake Wilson Road project is now complete and TLG Championsgate, LLC is in the process of refinancing property which includes Parcel 711. The County Attorney's Office discussed termination of the temporary construction easement with staff, who confirmed that the temporary construction easement was no longer needed since the Lake Wilson Road project is complete.

RECOMMENDATION

Approve termination of the temporary construction easement over Parcel 711 and authorize the County Manager to execute the proposed Termination of Temporary Construction Easement attached to this agenda item.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Heather Bryan, Esquire
Assistant County Attorney

863-534-6746

Prepared by:

Dorothy Bolinsky, Esq.
Faegre Drinker Biddle & Reath LLP
105 College Road East, Suite 300
Princeton, New Jersey 08542, USA

TERMINATION OF TEMPORARY CONSTRUCTION EASEMENT

THIS TERMINATION OF TEMPORARY CONSTRUCTION EASEMENT (this “Termination”) is executed as of the ____ day of _____, 2025, by Polk County, a political subdivision of the State of Florida. (the “County”).

RECITALS

A. Pursuant to that certain Stipulated Order of Taking as to Parcels 103, 711 and 803 recorded in the public records of Polk County, Florida (“Public Records”) on December 20, 2021, in O.R. Book 12034, at Pages 938 through 959 as Instrument No. 2021330372 along with that certain Stipulated Final Judgment as to Parcels 103, 711 and 803 recorded June 15, 2022 in O.R. Book 12298, at Pages 1488 through 1496 as Instrument No. 2022164108 and in O.R. Book 12298, at Pages 1714 through 1722 as Instrument No. 2022164167 and in O.R. Book 12298, at Pages 1723 through 1731 as Instrument No. 2022164168, Public Records (collectively, the “Condemnation Order”), the County was granted, *inter alia*, a temporary construction easement over certain property located in Polk County, Florida, legally described on Schedule A attached hereto (the “TCE”).

B. The construction work subject to the Condemnation Order has been completed and, therefore, the County, as beneficiary of the TCE, desires to terminate the TCE.

NOW, THEREFORE, owner hereby states and declares as follows:

1. The TCE within the Condemnation Order is hereby terminated and of no further force or effect.

2. The County Clerk of Polk County is hereby authorized to record this Termination to evidence the termination of the TCE.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination to be executed as of the date and year first above written.

POLK COUNTY, a political subdivision of
the State of Florida

By: _____
Printed: _____
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 _____,
2025, by _____, as _____ of Polk County a political
subdivision of the State of Florida, who [] is personally known to me or [] has
produced _____ as identification.

[NOTARY SEAL]

Name: _____
Notary Public, State of

Commission No.: _____
My commission expires:

SCHEDULE A

Legal Description of the TCE

Project Name: Lake Wilson Rd.
Tax Folio Number: 022627-000000-043080
Parcel Number: TCE 711

Road Number: 670301
Job Number: 6703E19-1

DESCRIPTION

A parcel of land being a portion of a parcel described in Official Records Book 11513, Page 657, Public Records of Polk County, Florida, lying in the Northwest 1/4 of the Southwest 1/4 of Section 02, Township 26 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Southwest 1/4 of Section 2; thence South 00°31'14" East, along the west line of said Section 2, a distance of 977.32 feet; thence North 89°28'46" East, 50.00 feet to the northerly line of a parcel described in Official Record Book 10833, Page. 406 of said Public Records and the **Point of Beginning**; thence South 89°58'48" East, along said northerly line 16.79 feet; thence North 02°25'30" West, 8.99 feet, to the north line of said parcel described in Official Records Book 11513, Page 657; thence South 88°59'43" West, along said north line 16.49 feet, to said northerly line; thence South 0°31'14" East, along said northerly line 8.69 feet, to the **Point of Beginning**.

Containing 147.1 square feet, more or less.

Filing # 140320896 E-Filed 12/14/2021 10:48:05 AM

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR POLK COUNTY

POLK COUNTY, etc.,

Petitioner,

vs

TLG CHAMPIONSGATE, etc.,

Et al,

Defendants.

Case No. 53-2021CA- 2701
Section 08
Parcels 103, 711 and 803

STIPULATED ORDER OF TAKING AS TO PARCELS 103, 711 and 803

THIS CAUSE came on for consideration by the Court upon the stipulation and motion of Petitioner, POLK COUNTY, and Defendant, TLG CHAMPIONSGATE, LLC, fee owner of Parcels 103, 711 and 802, by and through their undersigned attorneys, for entry of this Stipulated Order of Taking, and the Court having reviewed the record and it appearing that proper notice was first given to all Defendants and to all persons having or claiming any equity, lien, title or other interest in or to Parcels 103, 711 and 802, and the Court being fully advised in the premises, it is:

ADJUDGED as follows:

1. The Court has jurisdiction of the subject matter and the parties to this cause.
2. The pleadings in this cause are sufficient.
3. The Petitioner is properly exercising its delegated authority pursuant to Chapters 73, 74 and 127, Florida Statutes, to acquire the necessary property for any Court purposes.
4. The property is being acquired for a public purpose.
5. The taking of the property is reasonably necessary to serve the public purpose for which the property is being acquired.
6. The Estimate of Value in this cause by Petitioner was made in good faith and based upon a valid appraisal.

7. That upon the payment of deposit hereinafter specified into the Registry of the Court, the right, title or interest specified in the petition and described on the attached Composite Exhibit "A" shall vest in the Petitioner and Petitioner shall be entitled to immediate possession of the property.

8. This order is without prejudice to either party as to the ultimate amount of compensation and that the deposit of money will secure the persons lawfully entitled to such compensation, which will ultimately be determined by final judgment of this Court.

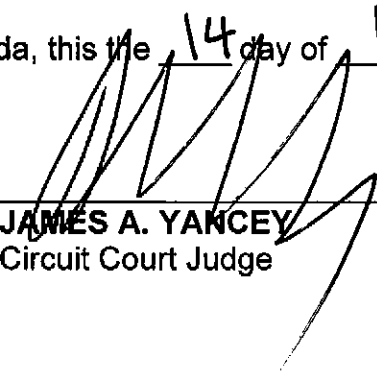
9. The sum of money to be deposited in the Registry of the Court within 20 days of the entry of this Order shall be in the amount of \$86,800.00 for Parcel 103, \$500.00 for Parcel 711, and \$1,900.00 for Parcel 803 for a total of **Eighty-Nine Thousand Two Hundred Dollars and No/100 (\$89,200.00)** for the three parcels described above.

10. Pursuant to Section 73.061, Florida Statutes, ad valorem taxes shall be prorated against the owner as the date of deposit, and the Clerk is hereby ordered and directed without further Order of this Court to deduct such taxes from the deposit and disburse the prorated taxes directly to the Tax Collector for Polk County, Florida.

11. That upon proper notice and hearing pursuant to Section 74.071, Florida Statutes, the deposit may be distributed to the Defendant, TLG CHAMPIONSGATE, LLC, less the prorated taxes due and owing to the Polk County Tax Collector pursuant to this Court's order.

12. This Stipulated Order of Taking is based on Petitioner's commitments that it intends to construct the project as shown in the right of way maps and construction plans which are attached hereto as Composite Exhibit "B". In the event Petitioner fails to construct the project substantially in conformance with these right of way maps and construction plans, TLG CHAMPIONSGATE LLC retains all rights and remedies pursuant to *Central and Southern Florida Control District v. Wye River Farms, Inc.*, 297 So. 2d 323 (Fla.4th DCA 1974) cert. denied 310 So. 2d 745 (Fla. 1975).

ORDERED in Barlow, Polk County, Florida, this the 14 day of December 2021.

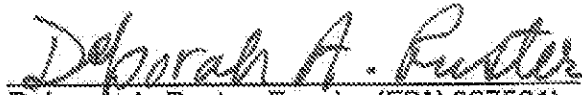


JAMES A. YANCEY
Circuit Court Judge

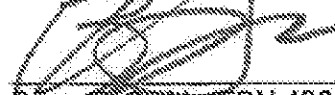
Copies to Counsel of Record

STIPULATION AND MOTION FOR ENTRY OF ORDER OF TAKING

Petitioner, Polk COUNTY, and Defendant, TLG CHAMPIONSGATE, LLC, fee owner of Parcels 103, 711 and 802, by and through their undersigned attorneys, stipulate to the above Stipulated Order of Taking as to Parcels 103, 711 and 803, and move the Court for entry of the foregoing Stipulated Order of Taking.



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EXHIBIT **A**

ROAD: LAKE WILSON ROAD	POLK COUNTY	DESCRIPTION
PARCEL: 103	ESTATE: FEE SIMPLE	PURPOSE: ROAD RIGHT-OF-WAY

Project Name: Lake Wilson Rd.
 Tax Folio Number: 022627-000000-043040
 Parcel Number: 103

Road Number: 670301
 Job Number: 6703E19-1

DESCRIPTION

A parcel of land being a portion of a parcel as described in Official Records Book 10833, Page 406, Public Records of Polk County, Florida, lying in the Northwest 1/4 of the Southwest 1/4 of Section 02, Township 26 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

Commence at the northwest corner of the Southwest 1/4 of said Section 2; thence South 00°31'14" East, along the west line of said Section 2, a distance of 1322.67 feet, to the south line of said Northwest 1/4 of the Southwest 1/4; thence North 89°26'46" East, along said south line, 40.00 feet to the east right-of-way line for Lake Wilson Road as described in Official Records Book 11723, page 887, of said Public Records and the Point of Beginning; thence continue North 89°26'46" East, along said south line, 31.71 feet, to a point on a non-tangent curve concaved westerly having a radius of 7,810.00 feet, a central angle of 0°27'25", a chord bearing of North 03°19'28" West, and a chord distance of 62.27 feet; thence northerly along said curve 62.27 feet, to the point of tangency; thence North 03°33'10" West, 141.26 feet; thence North 02°18'09" West, 142.05 feet, to the northerly line of said parcel; thence North 89°58'48" West, along said northerly line, 6.78 feet; thence North 00°31'14" West, along said northerly line, 272.32 feet, to the south line of a parcel described in Official Record Book 6554, Page 38 of said Public Records; thence South 89°28'46" West, along said south line, 10.00 feet, to said east right-of-way line; thence South 00°31'14" East, along said east right-of-way line, 617.67 feet, to said Point of Beginning

Containing 10,816.6 square feet, 0.25 Acres more or less.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY
(1) ADDED EASEMENTS	6/02/20	RWV
(2) ADDED NEW RIGHT-OF-WAY LINES	5/25/21	RWV

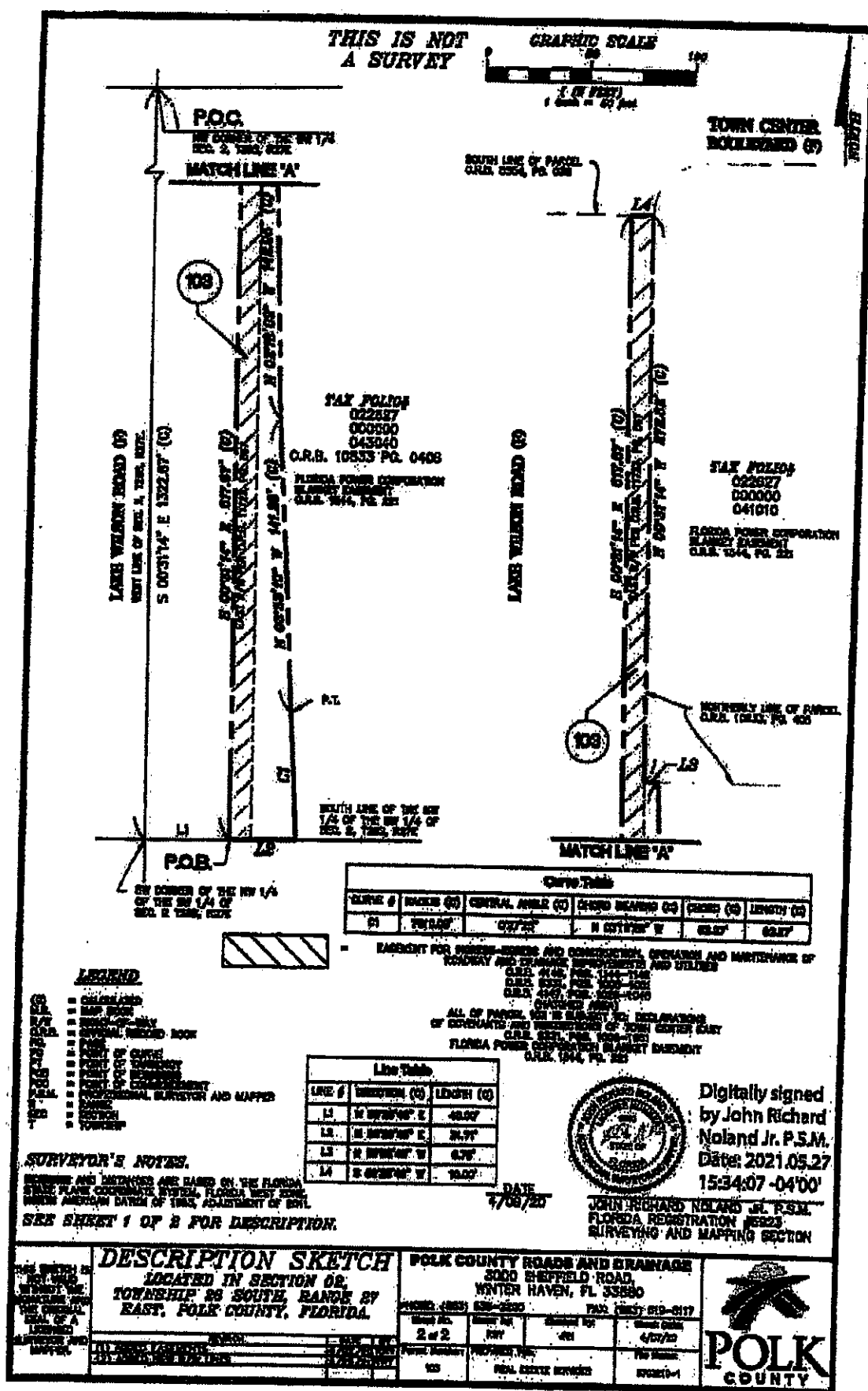


EXHIBIT A

ROAD: LAKE WILSON ROAD POLK COUNTY DESCRIPTION
PARCEL: 711 ESTATE: TEMPORARY CONSTRUCTION EASEMENT DURATION: 60 MONTHS
PURPOSE: DRIVEWAY RECONSTRUCTION AND CONNECTION, AND GRADE HARMONIZATION

Project Name: Lake Wilson Rd.
Tax Folio Number: 022627-000000-043080
Parcel Number: TCE 711

Road Number: 670301
Job Number: 6703B19-1

DESCRIPTION

A parcel of land being a portion of a parcel described in Official Records Book 11513, Page 657, Public Records of Polk County, Florida, lying in the Northwest 1/4 of the Southwest 1/4 of Section 02, Township 26 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Southwest 1/4 of Section 2; thence South 00°31'14" East, along the west line of said Section 2, a distance of 977.32 feet; thence North 89°28'46" East, 50.00 feet to the northerly line of a parcel described in Official Record Book 10833, Page. 406 of said Public Records and the Point of Beginning; thence South 89°58'48" East, along said northerly line 16.79 feet; thence North 02°25'30" West, 8.99 feet, to the north line of said parcel described in Official Records Book 11513, Page 657; thence South 88°59'43" West, along said north line 16.49 feet, to said northerly line; thence South 0°31'14" East, along said northerly line 8.69 feet, to the Point of Beginning.

Containing 147.1 square feet, more or less.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

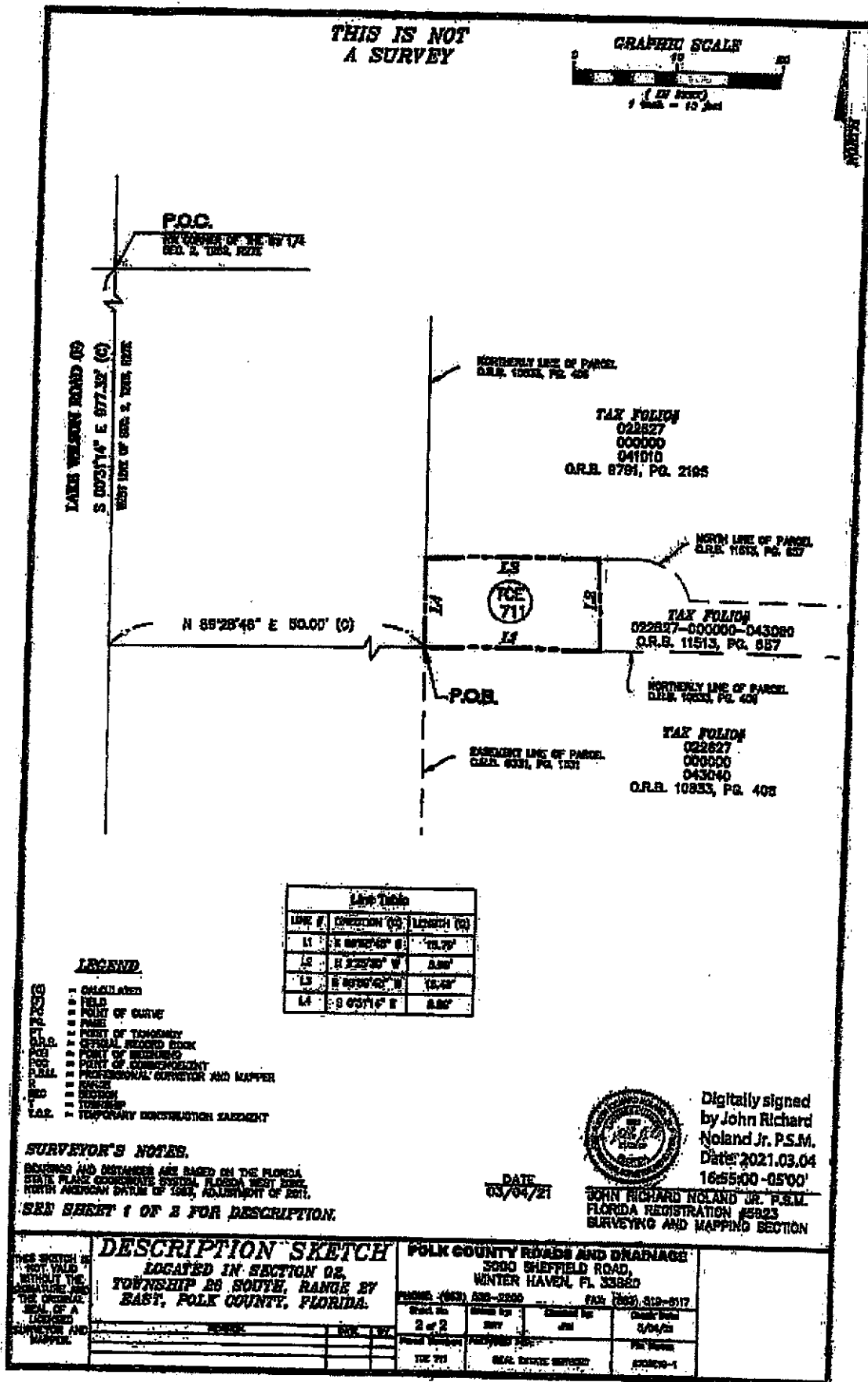


EXHIBIT A

ROAD: LAKE WILSON ROAD POLK COUNTY DESCRIPTION
PARCEL: 803 ESTATE: PERPETUAL EASEMENT
PURPOSE: INSTALLATION AND FUTURE MAINTENANCE OF DRAINAGE FACILITIES

Project Name: Lake Wilson Rd.
 Tax Folio Number: 022627-000000-043040
 Parcel Number: Easement 803

Road Number: 670301
 Job Number: 6703E19-1

DESCRIPTION

A parcel of land being a portion of a parcel described in Official Records Book 10833, Page 0406, Public Records of Polk County, Florida, lying in the Northwest 1/4 of the Southwest 1/4 of Section 02, Township 26 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the said Southwest 1/4 of Section 2; thence South 00°31'14" East, along the west line of said Section 2, a distance of 1197.84 feet; thence North 89°28'46" East, 65.35 feet to the Point of Beginning; thence North 86°26'50" East, 10.00 feet; thence North 03°33'10" West, 30.00 feet; thence South 86°26'50" West, 10.00 feet; thence South 03°33'10" East, 30.00 feet to said Point of Beginning.

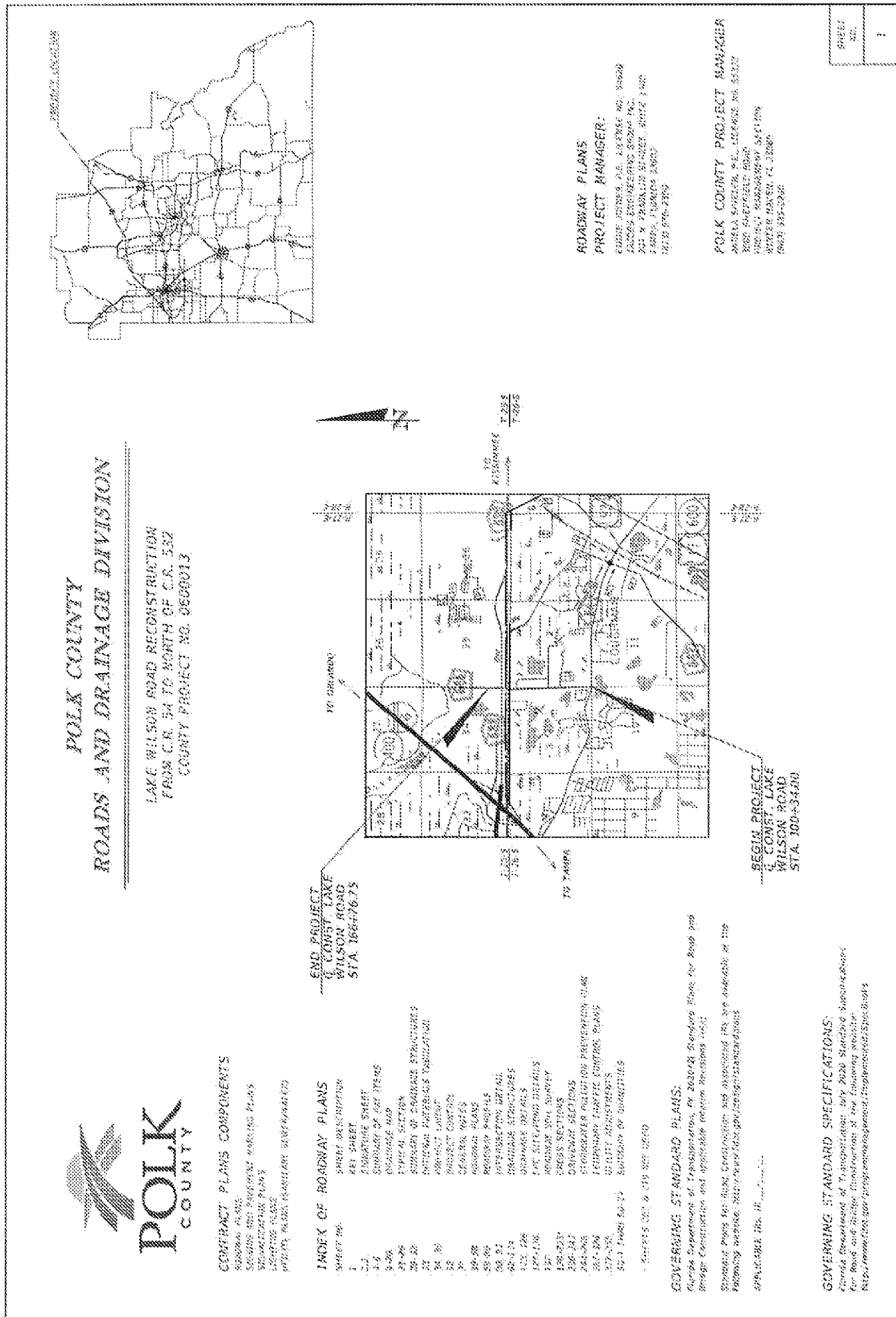
Containing 300.0 square feet, more or less.

SHEET 1 OF 2

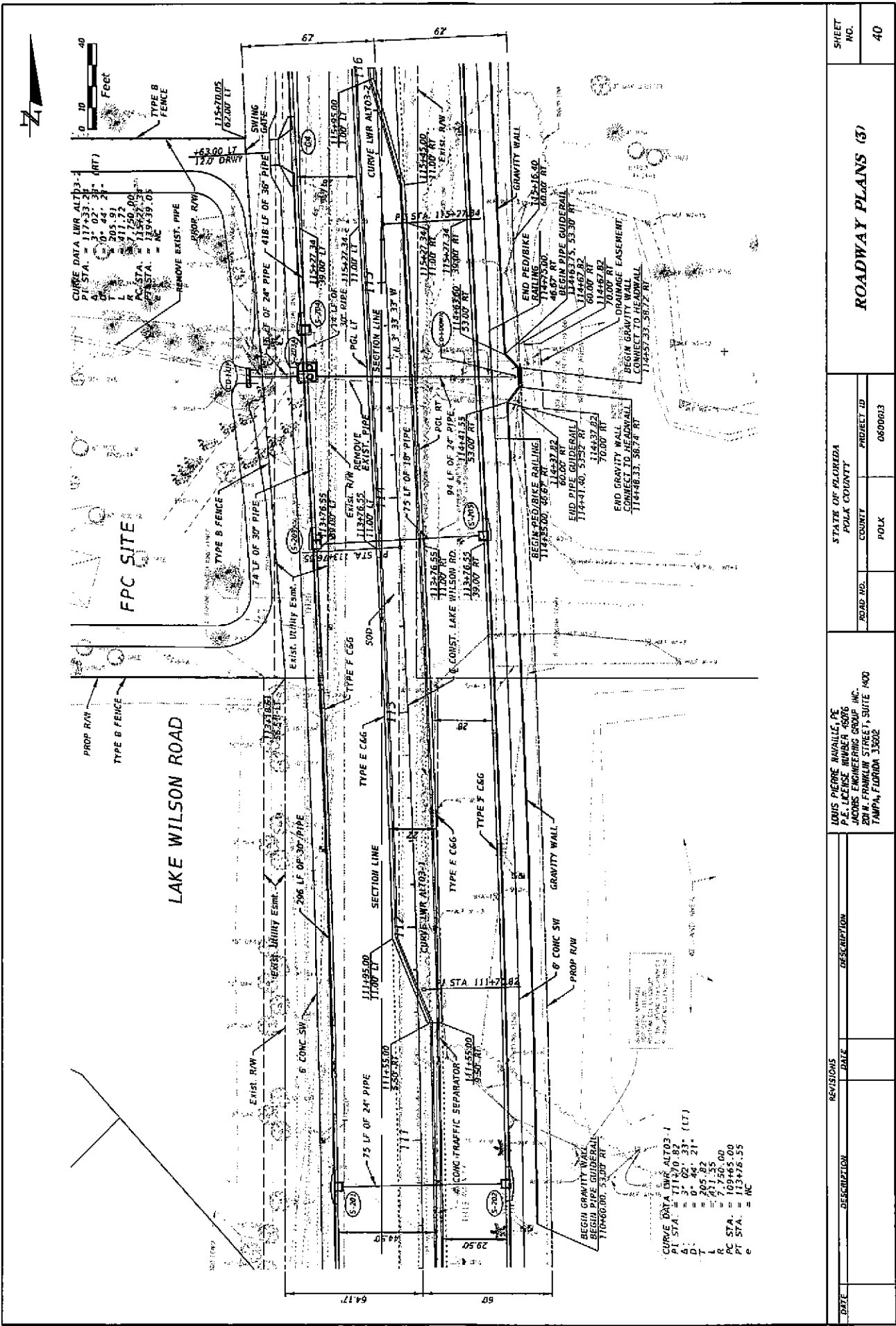
FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

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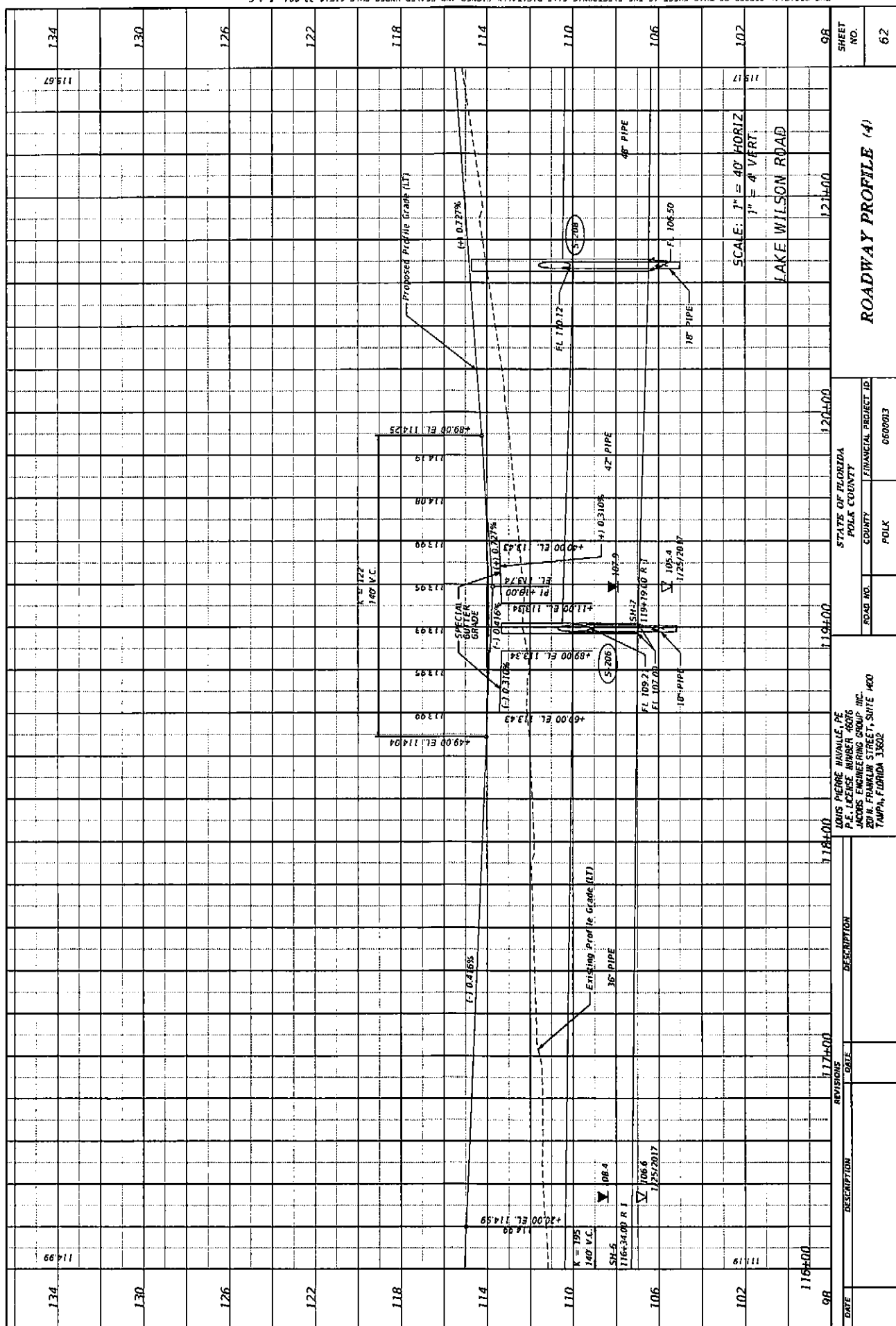
COMPOSITE EXHIBIT "B"

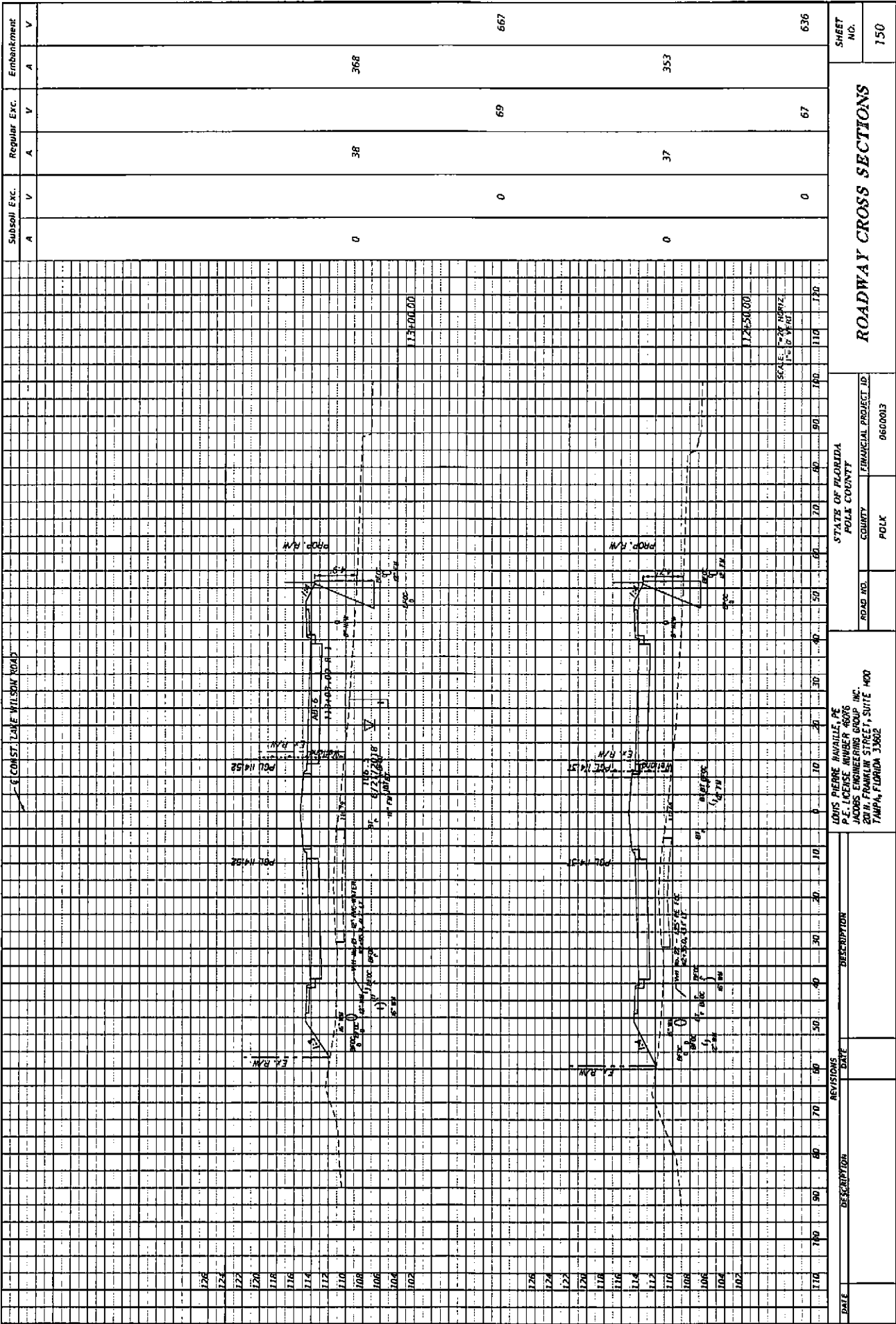


DATE		DESCRIPTION		REVISIONS		STATE OF FLORIDA		ROADWAY PLANS (3)		SHEET	
DATE		DESCRIPTION		DATE		POLK COUNTY		PROJECT ID		NO.	
						POLK		06000013		40	
						UNIS PIERRE MAVALLE, PE		10/14/2021		4.08.20 PM	
						JACOBS ENGINEERING GROUP, INC.		10/14/2021		C:\Users\jma\OneDrive\Documents\2021\10142021\10142021.dwg	
						200 N. FRANKLIN STREET, SUITE 400					
						TAMPA, FLORIDA 33602					

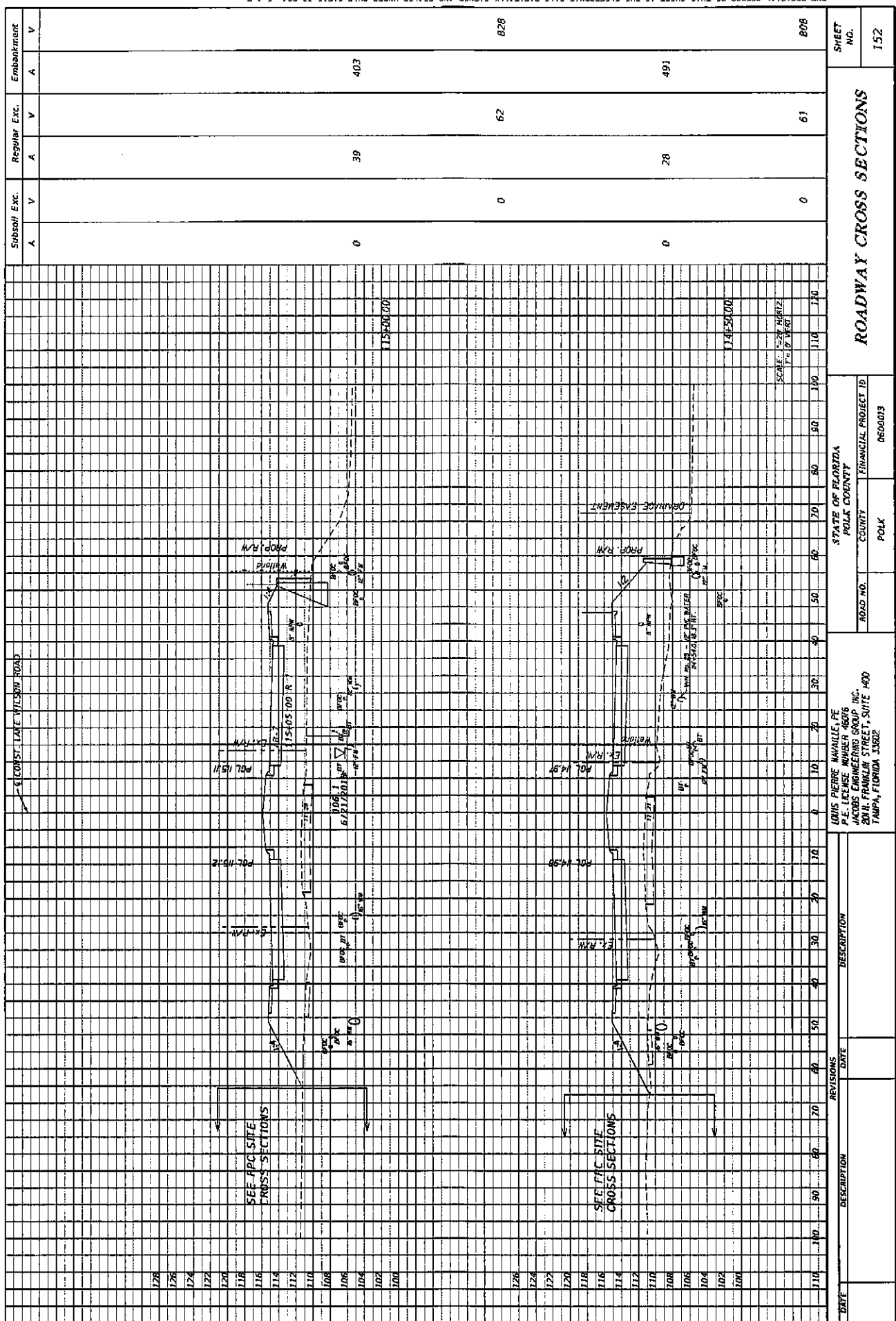


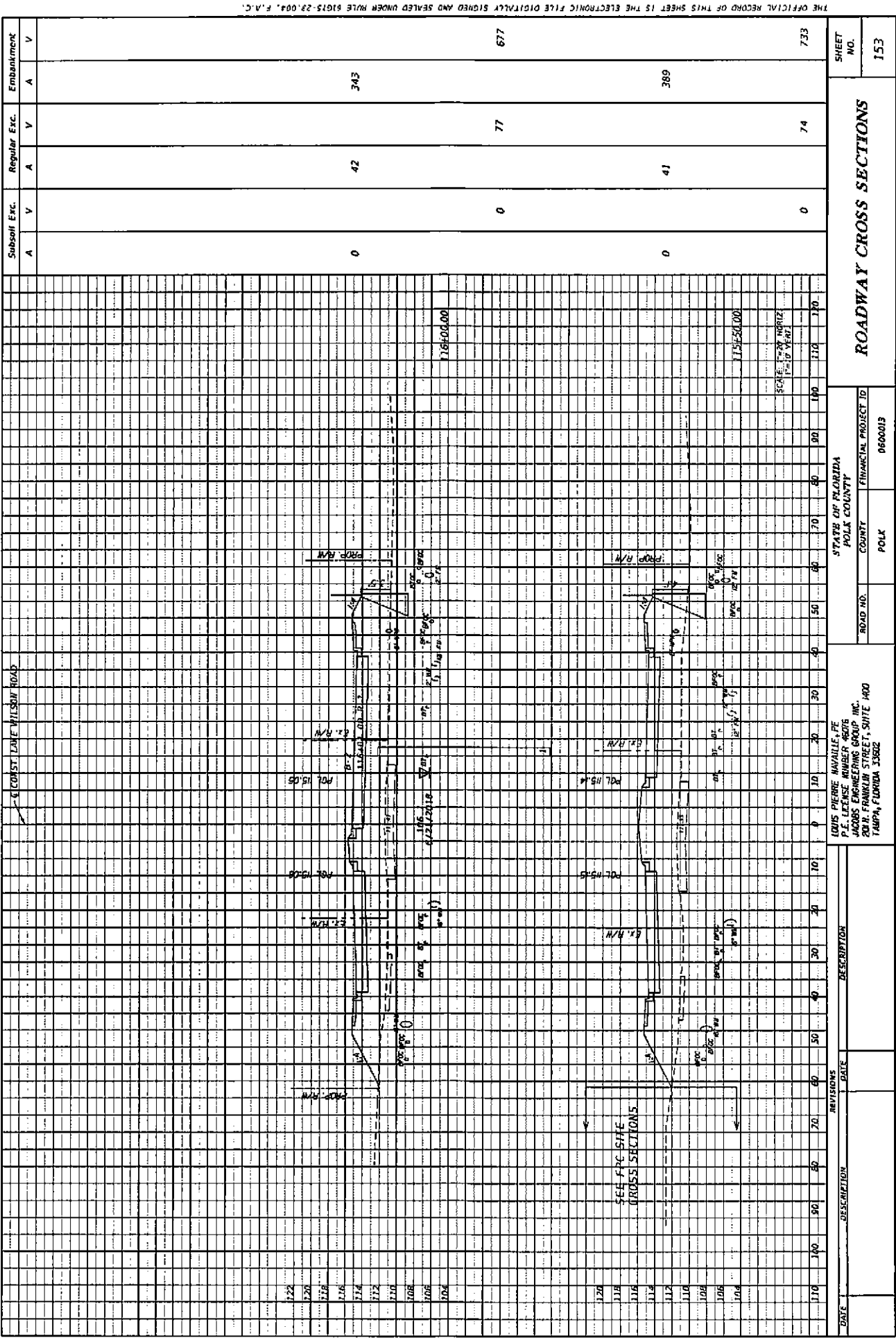


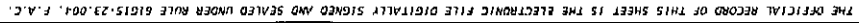




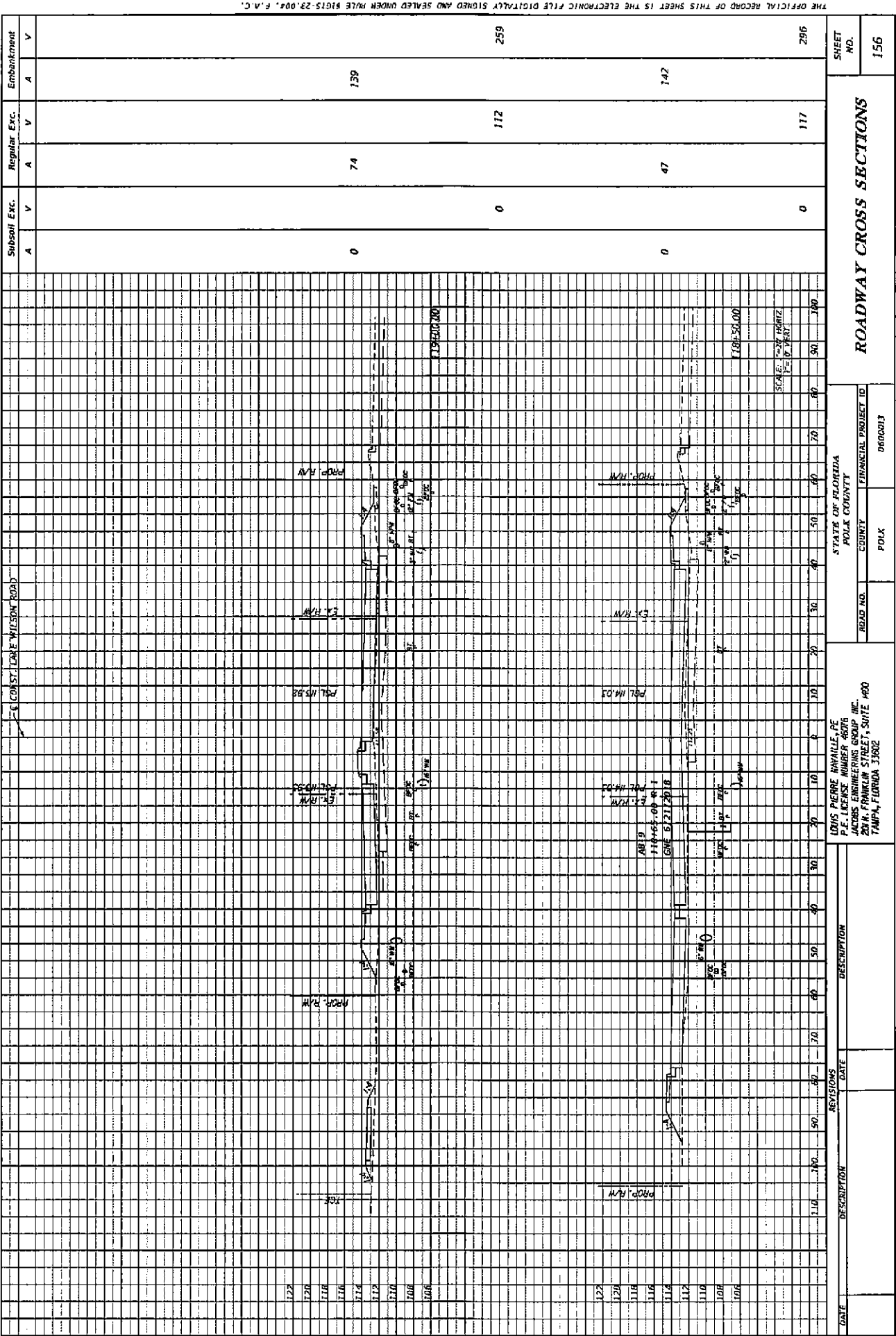
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DATE		REVISIONS		DESCRIPTION		STATE OF FLORIDA POLK COUNTY		ROAD NO.		COUNTY		POLK		FINANCIAL PROJECT ID		ROADWAY CROSS SECTIONS		SHEET NO.	
12/28						LOUIS PIERRE MANVILLE, P.E.		400		POLK		0600013				157			
12/26						P.E. LICENSE NUMBER 48076		400		POLK		0600013				157			
12/24						JACOBS ENGINEERING GROUP, INC.		400		POLK		0600013				157			
12/22						200 N. FRANKLIN STREET, SUITE 400		400		POLK		0600013				157			
12/20						TAMPA, FLORIDA 33602		400		POLK		0600013				157			
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Polk County
Board of County Commissioners

Agenda Item Q.28.

6/17/2025

SUBJECT

Adopt resolution Repealing and Restating Resolution No. 2016-009, Adopting Policy Guidelines to be Applied to Docks and Improvements Placed on or About Platted Parks or Placed Over or In the Water Body Adjacent to Platted Parks.

DESCRIPTION

The Board adopted Resolution No. 2016-009 which allowed owners of docks placed on or about platted parks or over or in water adjacent thereto prior to April 13, 2007, to enter into a license agreement with the County to allow such docks to remain. The license agreement provided, inter alia, that the license will expire upon conveyance of the property associated with the dock. The proposed resolution removes the provision from Resolution No. 2016-009 that provides the license expires upon conveyance of the property associated with the dock. The proposed resolution also allows a dock to be replaced or repaired within one year if damaged because of an accident or disaster.

RECOMMENDATION

Adopt the proposed resolution Repealing and Restating Resolution No. 2016-009, Adopting Policy Guidelines to be Applied to Docks and Improvements Placed on or About Platted Parks or Placed Over or In the Water Body Adjacent to Platted Parks

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Randy Mink, County Attorney
863-534-7679

RESOLUTION NO. 2025-_____

**A RESOLUTION OF THE POLK COUNTY BOARD
OF COUNTY COMMISSIONERS (THE “BOARD”),
REPEALING AND RESTATING RESOLUTION NO.
2016-009, ADOPTING POLICY GUIDELINES TO BE
APPLIED TO DOCKS AND OTHER
IMPROVEMENTS PLACED ON OR ABOUT
PLATTED PARKS OR PLACED OVER OR IN THE
WATER BODY ADJACENT TO PLATTED PARKS.**

WHEREAS, there are platted and properly recorded subdivisions within Polk County, Florida, wherein the developer dedicated parks areas adjacent to water bodies for the use and enjoyment of the public; and

WHEREAS, when the dedicator fails to reserve the riparian rights, the riparian rights attach to, or remain with, the dedicated public parks; and

WHEREAS, the placement of a private dock or other improvement over or in the water body adjacent to a dedicated public park by nearby property owners violates the public’s riparian rights which attach to the park; and

WHEREAS, Polk County did not begin issuing permits for residential docks until April 13, 2007; and

WHEREAS, a residential dock constructed prior to March 27, 1982 is considered an “unregistered grandfathered structure” under Rule 18-21.003 of the Florida Administrative Code; and

WHEREAS, after considering the impact to Polk County’s resources to have the docks or other improvements removed and the harm to the public to allow the docks or other improvements to remain for a limited period if the owner agrees to enter into a license agreement, the Board finds that it is generally in the best interest of Polk County to allow the docks or other structures which have been placed on a platted park or placed over or in the body water adjacent thereto prior to April 13, 2007, to remain under a license agreement; and

WHEREAS, the Board finds that it is in the best interest of Polk County to have the docks or other improvements removed which have been placed on a platted park or placed over or in the water body adjacent thereto on or after April 13, 2007, or if the owner fails to enter into a license agreement; and

WHEREAS, the Board adopted Resolution No. 2016-009 which allowed owners of docks placed prior to April 13, 2007, to enter into a license agreement with the County which provided, inter alia, that the license will expire upon conveyance of the property associated with the dock; and

WHEREAS, the Board wishes to remove the provision from Resolution No. 2016-009 providing that the license expires upon conveyance of the property associated with the dock.

NOW THEREFORE, BE IT RESOLVED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

Section I. It shall be the general policy of the Board to address docks and other improvements placed on a platted park or placed over or in the water body adjacent thereto in the following manner:

1. Docks or improvements shall be addressed when such is brought to the County's attention either through a citizen's complaint or during staff's normal course of business.
2. Docks or improvements that were placed on or after April 13, 2007, without obtaining a permit, shall be addressed through a code enforcement action by Polk County.
3. Owners of docks or improvements that were placed prior to April 13, 2007, shall be given an opportunity to enter into a license agreement with the County which license will expire no later than December 31, 2041, the dock becomes disrepair by more than 50% of its square footage in its original condition, or revocation of the license by the County, whichever occurs first. The use of the dock or structure shall be exclusive to the owner and their invitees. If the dock or structure is damaged because of an accident or disaster, the dock may be replaced or repaired by the owner within one (1) year of such accident or disaster. Failure of the dock not being replaced or repaired within one (1) year of an accident or disaster shall result in the license expiring one (1) year of the accident or disaster.
4. If the owner fails to enter into a license agreement and the dock or structure was placed over or in a body water adjacent to a public park between April 12, 2007 and March 27, 1982, the County Manager or the County Manager's designee shall contact the Florida Department of Environmental Protection and request enforcement action to have the dock removed.
5. The County Attorney will request the Board to authorize legal action to have the dock removed if the owner fails to enter into a license agreement and (a) the dock or structure was placed over or in a body water adjacent to a public park prior to March 27, 1982; (b) the Florida Department of Environmental Protection cannot or does not take enforcement action in accordance with subsection 4 of this section; (c) a code enforcement action cannot be prosecuted in accordance subsection 2 of this section; or (d) the structure was placed on a public park prior to April 13, 2007, and does not extend over or into a water body.

Section II. It is the intent of the Board that this resolution is to provide a general policy to the County Manager and County Attorney and nothing herein shall create a right for any person or entity to place a dock or structure on a public park or over or in the water body adjacent thereto. No precedent shall be implied or inferred by the granting or denial of a license agreement or authorization of legal action in accordance with this resolution. Each license agreement and authorization of legal action shall be considered by the Board in its legislative capacity on a case by case basis, after considering what is in the best interest of the public.

Section III. This resolution shall not apply to habitable improvements, improvements that are in violation of the Polk County Land Development Code, improvements that have become dilapidated, improvements in which the County Manager or County Manager's designee determines, in their sole discretion, are a threat to the life, safety, or general welfare of the public, or improvements placed on a public park maintained by Polk County or placed over or in a water body adjacent thereto.

Section IV. Resolution No. 2016-009 is hereby repealed.

Section V. This resolution shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS IN REGULAR SESSION THIS 17th DAY OF JUNE, 2025.

ATTEST: Stacy M. Butterfield, Clerk

POLK COUNTY, FLORIDA
Board of County Commissioners

By: _____
Deputy Clerk

BY: _____
T.R. Wilson, Chairman



Polk County
Board of County Commissioners

Agenda Item Q.29.

6/17/2025

SUBJECT

Release of Lien related to an Affordable Housing Impact Fee Waiver for Tracy Warner (No fiscal impact).

DESCRIPTION

A Claim of Lien for an Affordable Housing Impact Fee Waiver was recorded in 2012 imposing a lien in the amount of \$4,160 against property owned by Tracy Warner in Polk County. The lien has expired according to its terms effective October 25, 2019, which was seven (7) years following the lien commencement date. The owner has requested a Release of Lien be recorded acknowledging such expiration.

RECOMMENDATION

Authorize the Chairman to execute the Release of Lien and authorize staff to record the Release of Lien in the Public Records of Polk County, Florida.

FISCAL IMPACT

The cost of recording the Release of Lien will be paid by the property owner.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6746

This Instrument Prepared By:
Sandra B. Howard, Esq.
Polk County Attorney's Office
P.O. Box 9005, Drawer AT01
Bartow, Florida 33831-9005

RELEASE OF LIEN

WHEREAS, POLK COUNTY, a political subdivision of Florida, executed and recorded, in Official Records Book 8799, Pages 596 - 598, of the Public Records of Polk County, Florida, its Claim of Lien-Affordable Housing Impact Fee Waiver imposing and perfecting a lien against property identified as:

Lots 2 and 3, Block C, E.N. Davis Subdivision, as per PB 30, Page(s) 6, of the Public Records of Polk County, Florida

together with all improvements thereon (the "Property"); and

WHEREAS, the lien, in the total amount of \$4,160.00 for mitigated impact fees became a lien against the property owned by Tracy Warner, and

WHEREAS, the lien requires payment in full in the amount of \$4,160.00 in the event the property is sold or transferred within seven (7) years of the Lien Commencement Date of October 25, 2012, to any person(s) who do not satisfy the criteria for the Affordable Housing Impact Fee Waiver in accordance with Polk County Ordinance No. 2007-018, as amended; and

WHEREAS, the lien has, pursuant to the terms of the Claim of Lien, expired and is terminated.

NOW, THEREFORE, POLK COUNTY hereby releases the above-described property from the lien recorded at Official Records Book 8799, Pages 596 - 598, of the Public Records of Polk County.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

**POLK COUNTY, a political subdivision
of Florida**

By: _____
Deputy Clerk

By: _____
Chairman
Board of County Commissioners

(Seal)

Date: _____



Polk County
Board of County Commissioners

Agenda Item Q.30

6/17/2025

SUBJECT

Adopt resolution Repealing and Restating Resolution No. 2013-122, Establishing Rules and Policies Concerning the Providing of Opportunities for Members of the Public to be Heard on Propositions Before the Board Within the Meaning of, and in compliance with, Section 286.0114, Florida Statutes.

DESCRIPTION

The Board adopted Resolution No. 2013-122, establishing rules and policies concerning the providing of opportunities for members of the public to be heard on propositions before the Board. The proposed resolution requires a speaker upon being recognized to speak to provide the proposition being addressed on the agenda by referencing the agenda item's number. The proposed resolution also limits comments in the "Public Comments Concerning Agenda Items" section to those items that appear on the published agenda and limits comments regarding items not on the agenda to the General Public/Audience and Opportunity to be Heard which is to be placed after the Public Hearings section of the agenda. The resolution also requires speakers providing public comment to fill out and submit a speaker's card prior to the applicable section coming before the board.

RECOMMENDATION

Adopt the proposed resolution Repealing and Restating Resolution No. 2013-122, Establishing Rules and Policies Concerning the Providing of Opportunities for Members of the Public to be Heard on Propositions Before the Board Within the Meaning of, and in compliance with, Section 286.0114, Florida Statutes.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Randy Mink, County Attorney
863-534-7679

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, REPEALING AND RESTATING RESOLUTION 2013-122, ESTABLISHING RULES AND POLICIES CONCERNING THE PROVIDING OF OPPORTUNITIES FOR MEMBERS OF THE PUBLIC TO BE HEARD ON PROPOSITIONS BEFORE THE BOARD WITHIN THE MEANING OF, AND IN COMPLIANCE WITH, SECTION 286.0114, FLORIDA STATUTES; PROVIDING A DEFINITION; PROVIDING DIRECTIONS TO THE COUNTY MANAGER REGARDING SPEAKER'S CARDS; PROVIDING FOR EFFECT ON PRIOR RULES, POLICIES AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by the enactment of Senate Bill 50 during its 2013 Regular Session, the Florida Legislature created Section 286.0114, Florida Statutes (the Statute), and provided that the Statute shall take effect on October 1, 2013; and;

WHEREAS, the Statute states that “a member of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission before it takes official action on a on a proposition;” and,

WHEREAS, the Statute provides that the opportunity to be heard on such a proposition may be subject to certain rules and policies adopted by the board or commission considering the proposition; and,

WHEREAS, the Statute addresses the scope of such rules and policies and the limitations thereon, and provides that if a board or commission adopts rules or policies in conformity with such scope and limitations and follows the same “when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with” the Statute; and,

WHEREAS, the Board of County Commissioners of Polk County, Florida (the “Board”), is a board or commission within the meaning of the Statute; and,

WHEREAS, the Board adopted Resolution 2013-122 to provide rules and policies in conformity with the scope and limitations provided in the Statute; and

WHEREAS, the Board wishes to revise the rules and policies to require a speaker to indicate the proposition they wish to address to allow the Board members to identify the proposition subject to speaker's comments and to allow the Board the ability to allow another public comment section at the end of the agenda for general public comments that do not pertain to propositions on the Board's agenda.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Polk County, Florida, that:

Section 1. For purposes of the rules and policies provided in Section 2, the term “proposition” shall have the same meaning as a proposition under Section 286.0114, Florida Statutes, but shall not include any of the enumerated items set forth in subsection (3) of said statute.

Section 2. As provided in subsection (5) of Section 286.0114, Florida Statutes, the Board does hereby adopt the following rules and policies governing the opportunities for member of the public to be heard on a proposition before the Board.

(a) Each published agenda for a Board meeting shall include a period for public comment that must commence and conclude prior to the undertaking by the Board of any action on the agenda that falls outside the scope of subsection (3) of Section 286.0114, Florida Statutes. The public comment section shall be titled “Public Comments Concerning Agenda Items” and will appear on the agenda before the Board takes official action on a proposition.

(b) As a guideline, each individual or representative addressing the Board shall have three (3) minutes to speak subject to the discretion of the chair to extend the time, and to the power of the Board as a whole to overrule the chair.

(c) An individual desiring to address the Board during the Public Comments Concerning Agenda Items section on a proposition or to designate a representative to speak for the individual or the individual’s group or faction on a proposition may so indicate in accordance with the following procedure.

- (1) Prior to speaking, the individual must fill out a speaker’s card and submit the same to the Board’s communication’s representative present at the meeting. The speaker’s card shall be submitted to the communication’s representative prior to the Public Comments Concerning Agenda Items section coming before the Board.
- (2) The individual must include the following information on the Speaker’s card:
 - (i) The individual’s name;
 - (ii) The proposition being addressed by providing the agenda item number;
 - (iii) An indication of the individual’s support, opposition, or neutrality on the proposition;

- (iv) An indication whether the individual will be addressing the Board directly on the proposition or through a designated representative for the individual or the individual's group or faction;
- (v) If the individual will be addressing the Board through a designated representative for the individual, the name of the representative; and
- (vi) If the individual will be addressing the Board through a designated representative for the individual's group or faction, the name of the representative and the identification of the group or faction being represented by name and/or a reasonably clear description.

(d) A representative of an individual or of a group or faction on the proposition shall address the Board, rather than the individual or all members of such group or faction, at a meeting in which a large number of individuals wish to be heard, in accordance with the following procedure.

- (1) Prior to speaking, the representative must fill out a speaker's card and submit the same to the Board's communication's representative present at the meeting.
- (2) The representative must include the following information on the speaker's card:
 - (i) The representative's name;
 - (ii) The proposition being addressed;
 - (iii) The identification of the individual or of the group or faction being represented by name and/or a reasonably clear description; and
 - (iv) An indication of the individual's, group's or faction's support, opposition, or neutrality on the proposition.

(e) Upon being recognized, an individual or representative must provide the following information for the record before addressing the proposition:

- (1) The individual's or representative's name;
- (2) The individual's or representative's address, unless the individual or representative is a person whose address is confidential under Section 119.071, Florida Statutes, and the individual or representative declines to provide an address for that reason;

- (3) The proposition being addressed on the agenda by referencing the agenda item's number; and
- (4) In the case of a representative, the identification of the group or faction being represented by name and/or a reasonably clear description thereof.

(f) With respect to propositions that appear on a meeting's published agenda that is available for public inspection prior to the commencement of the meeting, the opportunity for public comment thereon shall be limited to the Public Comments Concerning Agenda Items section, except for public comments on items listed under the Public Hearings section of the agenda.

(g) With respect to any proposition that does not appear on a meeting's published agenda that is available for public inspection prior to the commencement of the meeting, the chair shall solicit public comment thereon any time during the meeting prior to Board action thereon. An individual desiring to be heard may so indicate by appropriate sign, and shall be recognized by the chair. Upon being recognized, the individual shall provide the information required under subsection (e) before addressing the proposition. The individual may also designate a representative to speak on the behalf of the individual or of the individual's group or faction identified by name and/or a reasonably clear description, whereupon the individual shall promptly yield to the representative. The chair will then recognize the representative, who shall provide the information required under subsection (e) before addressing the proposition. Each individual or representative addressing a proposition under this subsection must submit a speaker's card in accordance with subsection (c) or (d), as applicable, at the time of or immediately following speaking.

(h) Any other provisions of this section to the contrary notwithstanding, no individual or representative shall be accorded more than three minutes to address a proposition regardless of the number of individuals being represented, nor may one individual or representative assign or delegate his or her speaking time to another individual, group, or faction.

(i) Speaker comments provided during the Public Comments Concerning Agenda Item section shall be limited to items that appear on a meeting's published agenda that is available for public inspection prior to the commencement of the meeting except those items that have been placed on the agenda under the "Request from the General Public/Audience and Opportunity to be Heard" which shall be heard during the Request from the General Public/Audience and Opportunity to be Heard section of the agenda.

(j) Those individuals or representatives wishing to speak on items placed on the Request from the General Public/Audience and Opportunity to be Heard section or wish to speak on an item that is not on the agenda may be heard during the General Public/Audience and Opportunity to be Heard section of the agenda. The Request from the General Public/Audience and Opportunity to be Heard section shall be placed on the agenda after the Public Hearings section of the agenda.

(k) Individuals or representatives wishing to speak during the Request from the General Public/Audience and Opportunity to be Heard section must fill out a speaker's card and submit the same to the Board's communication's representative present at the meeting prior to the Request from the General Public/Audience and Opportunity to be Heard section coming before the Board.

Section 3. The County Manager shall provide forms for the speaker's card conforming to the requirements of Section 2 between the public entrances to the Board's meeting rooms.

Section 4. The rules and policies provided in Section 2 supplant and supersede any previous rules, policies and adopted by the Board that are inconsistent therewith to the limited extent of the inconsistency.

Section 5. Resolution 2013-122 is hereby repealed.

Section 6. This resolution and the rules and policies provided herein shall take effect on June 18, 2025.

DULY ADOPTED by the Board of County Commissioners of Polk County, Florida this 17th day of June, 2025.

ATTEST: Stacy M. Butterfield, Clerk

POLK COUNTY, FLORIDA
Board of County Commissioners

By: _____
Deputy Clerk

BY: _____
T.R. Wilson, Chairman