Polk County Board of County Commissioners

Meeting Agenda - Final-revised

December 16, 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. (MARTHA SANTIAGO, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (MARTHA SANTIAGO, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. 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 December 2, 2025.

E. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY

F. COUNTY ATTORNEY (RANDY MINK)

F.1. Discuss potential removal of Michael B. Schmidt as a member of the Polk County Planning Commission.

F.2. Approve Amendment #1 to Agreement 2025-015 with Geosyntec Consultants, Inc. for professional engineering services for the Southeast Landfill. ($39,072.00 One-time expense)

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Approve agreement with Eisman & Russo, Inc. for construction engineering and inspection (CEI) services for Thompson Nursery Road Phase I - Segment 1. (not-to-exceed one-time expense $5,010,675.00)

G.2. Approve construction contract with Kamminga & Roodvoets, Inc. for the Spirit Lake Road Roundabout project ($4,991,838.82 one-time expense)

G.3. Approve Land Purchase Agreement between Preservation of Natural Florida, Inc. and Polk County in conjunction with the Environmental Lands Program, CLASAC Project EL-113-24. ($226,250 total expense)

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Commissioner Wilson Comments.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Appoint Adam W. Greenway, Ph.D., to replace Blair Updike on the Comprehensive Plan Advisory Committee (CPAC).

J.2. Appoint Jamie Richardson as a Member of the Lakes Access Advisory Committee, for the three-year term, November 17, 2025 through November 16, 2028. (District 3 Appointment)

J.3. Commissioner Braswell Comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

L.1. Chair Santiago Comments.

M. LAY BOARD APPOINTMENTS

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

* County Attorney opening comments

N.1. Public Hearing (LDCPAL-2025-1 GPK Holly Hill Groves 2 CPA Amendment) (Adoption Hearing) to consider the adoption of a Large-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 14.6 acres from Employment Center - X (ECX) to Residential-High X (RHX). (No Fiscal Impact)

N.2. Public Hearing (LDCPAS-2025-25 Lake Marion Creek Dr and Pine CCX CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment (CPA) to change the Future Land Use designation on 1.58 +/- acres from Development of Regional Impact (DRI) to Convenience Center-X (CCX) in the Utility Enclave Area (UEA). (No Fiscal Impact)

N.3. Public Hearing (LDCPAS-2025-27 Highway 542 East Property CPA Amendment) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 12.64 acres from Residential-Suburban (RS) to Business-Park Center (BPC). (No Fiscal Impact).

N.4. Public Hearing (LDCD-2025-7 Highway 542 East Property District Change) (Adoption Hearing) to consider the adoption of a sub-district change from Business Park Center (BPC-1) to Business Park Center-2 (BPC-2) on 12.64 acres within in the Suburban Development Area (SDA). (No Fiscal Impact)

N.5. Public Hearing (LDCT-2025-22 Recovery Residences) (Adoption Hearing) to consider the adoption of an ordinance amending the use tables in Chapter 2, Chapter 4, and Chapter 5, to add large group homes into residential future land use districts; amending chapter 10, definitions, to add recovery residences to conform with state statute. (No Fiscal Impact)

O. PUBLIC HEARINGS

O.1. Public Hearing (LDCD-2025-6 Hamilton Road Sub-district) (Adoption Hearing) to consider the adoption of a sub-district change from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2) to allow for outdoor storage. (No Fiscal Impact)

O.2. Public Hearing (LDCPAS-2025-26 Natural Encounters CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation on 33 acres +/- parcel from Agricultural/Residential Rural (A/RR) to Leisure/Recreation (L/R)) in the Rural Development Area (RDA) with a Comprehensive Plan Text Amendment to Section 2.135 Parcel Specific Future Land Use Map Amendment with Conditions to reference the subject site has development conditions as part of a LDC Text Amendment (LDCT-2025-18). (No Fiscal Impact)

O.3. Public Hearing (LDCT-2025-18 Natural Encounters LDC Text Amendment) (Adoption Hearing) to add development conditions in Appendix E, Section E105 to limit the allowable uses on property subject to the Small Scale Comprehensive Plan Map and Text amendment (LDCPAS-2025-25) from Agricultural Residential Rural (A/RR) to Leisure Recreation (L/R) on 33 +/- acres with a Comprehensive Plan Text Amendment to Section 2.135 Parcel Specific Future Land Use Map Amendment with Conditions to reference the subject site has development conditions. (No Fiscal Impact)

O.4. Public Hearing (LDCPAS-2025-17 Braddock & Berkley Rd NAC CPA Amendment) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on ±7.95 acres from Residential Low (RL) to Neighborhood Activity Center (NAC) with a Comprehensive Plan Text Amendment to Section 2.135 Parcel Specific Future Land Use Map Amendment with Conditions to reference the subject site has development conditions as part of a LDC Text Amendment (LDCT-2025-19) to Appendix E. (No Fiscal Impact).

O.5. Public Hearing (LDCT-2025-19 Berkley & Braddock Text Amendment) (Adoption Hearing) to amend Appendix E, Section E105, Parcel Specific Comprehensive Plan Amendments with Conditions on property subject to the Small Scale Comprehensive Plan Map and Text Amendment (LDCPAS-2025-17) from Residential Low (RL) to Neighborhood Activity Center (NAC) on 7.95 +/- acres with a Comprehensive Plan Text Amendment to Section 2.135 Parcel Specific Future Land Use Map Amendment with Conditions to reference the subject site has development conditions. (No Fiscal Impact)

O.6. Public Hearing to consider Adoption of a Resolution Allowing for the Installation of Four Traffic Calming Devices (Speed Humps) on Arizona Avenue, Near Lakeland. (estimated $20,000.00 one-time expense)

O.7. Public Hearing to consider Adoption of a Resolution Allowing for the Installation of Two Traffic Calming Devices (Speed Humps) on Jamestown Avenue, Near Lakeland. (estimated $20,000.00 one-time expense)

O.8. Public Hearing to consider Adoption of a Resolution Allowing for the Installation of Two Traffic Calming Devices (Speed Humps) on Fox Creek Drive South, Near Mulberry. (estimated $10,000.00 one-time expense)

O.9. Public Hearing to consider the sale of the Waverly Utility System (water and wastewater) to the City of Lake Wales ($5,300,000.00 one-time revenue)

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

P.1. Becky Bywater to discuss Polk County Budget.

P.2. Comments.

Q. WORK SESSION ITEMS

R. CONSENT AGENDA ITEMS

R. COMMISSIONER DISTRICT 1

R. COMMISSIONER DISTRICT 2

R. COMMISSIONER DISTRICT 3

R. COMMISSIONER DISTRICT 4

R.1. Ratification of the BoCC Member and Liaison Assignments, effective December 16, 2025

R. COMMISSIONER DISTRICT 5

R. COUNTY COMPTROLLER

R.2. Report 2025-16 Roads and Drainage Contractor Invoices audit

R.3. Removal of equipment from inventory as listed on Blanket Removal Form 2231.

R. COUNTY MANAGER

R.4. Approve Amendment No. 1 to Professional Services Agreement #2025-061 with Arrow Group Consulting, LLC for lobbying services for fiscal year 2025-2026. (No fiscal impact)

R.5. Approve an Agreement with Capital City Consulting, LLC for lobbying services for fiscal year 2025-2026. ($67,500 one-time expense)

R.6. Approve an Agreement with Ballard Partners, Inc. for lobbying services for fiscal year 2025-2026. ($45,000 one-time expense)

R. ECONOMIC DEVELOPMENT

R. TOURISM/SPORTS MARKETING

R. OFFICE OF PLANNING & DEVELOPMENT

R.7. SET HEARING: (LDCD-2025-10 Poinciana Bayberry St Sub-District) to consider the adoption of a Sub-District to change 72.27 +/- acres from (INST-1) to Institutional (INST-2) in the Utility Enclave Area (UEA). The suggested adoption hearing date is January 6, 2026, at 9:15 a.m

R.8. SET HEARING: (LDCPAS-2025-30 Lake Gibson Estates CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Residential Low (RL-3) to Residential Medium (RM) on 2.51 +/- acres in the Urban Growth Area (UGA). This case is related to LDCT-2025-21. The suggested adoption hearing date is January 20, 2026, at 9:15 a.m.

R.9. SET HEARING: (LDCT-2025-21 Lake Gibson Estates LDC Text) to add development conditions in Appendix E, Section E105 and add policies in Section 2.135 in the Comprehensive The suggested hearing dates are for the first reading on January 6, 2026, at 9:15 a.m. and the adoption hearing date on January 20, 2026, at 9:15 a.m.

R.10. SET HEARING: (LDCT-2025-23 Alcohol Separation Requirements & Hours LDC Text) to amend Chapter 2, Section 224, Alcohol Sales and Chapter 10 to add definitions. The suggested hearing dates are for the first reading on January 6, 2026, at 9:15 a.m. and the adoption hearing date on January 20, 2026, at 9:15 a.m.

R.11. SET HEARING: (LDCT-2025-24 Powerline Landscaping Buffer) to amend Chapter 3, Section 303, Solar Electric-Power Generation Facility and Chapter 7, Section 720, Landscaping and Buffering. The suggested hearing dates are for the first reading on January 6, 2026, at 9:15 a.m. and the adoption hearing date on January 20, 2026, at 9:15 a.m.

R.12. SET HEARING: (LDPD-2025-9/DeNovo; The Highlands Club PD) This is a request appealing the decision of the Planning Commission to approve a Planned Development for 747 single-family homes. The suggested hearing dates are for the first reading on January 6, 2026, at 9:15 a.m.

R.13. Approve the release of a warranty and surety in the amount of $134,591.02 in the form of Maintenance Bond No. LICX1983025 for Brentwood Townhomes Phase 2 & 3. (No Fiscal Impact)

R.14. Accept Performance Surety in the amount of $49,995.50 in the form of Performance Bond No. 7901110846 for Dookhan Site Design. (No Fiscal Impact)

R.15. Accept Performance Surety in the amount of $57,791.42 in the form of Performance Bond No. 108327991 for PS Sandhill Offsite Water Main Improvements. (No Fiscal Impact)

R.16. Thompson Nursery Road Proportionate Share Agreement - Kingdom Valley Development (In the amount of $923.07).

R.17. Approve selection committee's recommendation to authorize staff negotiations with Kimley-Horn & Associates, Inc., Rummel, Klepper & Kahl, LLP, Chastain-Skillman, LLC, Dewberry Engineers, Inc., CivilSurv Design Group, Inc. and Pennoni Associates, Inc. for engineering staff augmentation services for Land Development. (No Fiscal Impact)

R. BUILDING

R. DEPUTY COUNTY MANAGER

R. BUDGET & MANAGEMENT SERVICES

R. PROCUREMENT

R. COMMUNICATIONS

R. COOPERATIVE EXTENSION SERVICES

R. HEALTH & HUMAN SERVICES

R. HUMAN RESOURCES

R. INFORMATION TECHNOLOGY

R.18. Approve license agreement with TeamDynamix Solutions LLC. for cloud Information Technology Service Management (ITSM) and implementation services. (5YR cost: $ 320,275.31)

R. CODE ENFORCEMENT

R. COURT SERVICES

R. RISK MANAGEMENT

R.19. Approve annual Stop Loss reinsurance with Aetna for the self-insured Employee Health Plan for a one-year premium of $809,000.

R. COMMUNITY HEALTH CARE

R.20. Approve the second amendment to the Polk HealthCare Plan Behavioral Health Services Agreement with BayCare Health System, Inc. for behavioral health care services. (estimated annual amount less than $100,000)

R.21. Approve the second amendment to the Polk HealthCare Plan Behavioral Health Services Agreement with Tri-County Human Services, Inc. for behavioral health care services. (Transfer of existing appropriations to medical provider)

R. FACILITIES MANAGEMENT

R.22. Accept and execute Amendment three (3) to the Florida Department of Commerce (Formally Florida Department of Equal Opportunity) Federally funded Community Development Block Grant Mitigation Program (CDBG-MIT) subrecipient agreement with the Florida Department of Equal Opportunity for the Polk County Specialty Care/Children's Home Society Roof Replacement project. (No fiscal impact)

R. FLEET MANAGEMENT

R. PARKS & NATURAL RESOURCES

R. FIRE RESCUE

R. EMERGENCY MANAGEMENT

R.23. Resolution to increase established user fees for the use of Public Safety Radio System and Radio Communication services provided by the County and to adopt policy guidelines for such services (estimated $35,811,600 revenue over five years).

R. REAL ESTATE SERVICES

R.24. SET HEARING to consider requests to vacate a portion of a platted right-of-way shown on the map of Jester Subdivision along with a request to vacate any public interest in a portion of a 30-foot wide strip of land lying adjacent to the west of Parcel ID Number 273005-000000-011120. (Suggested hearing date is January 6, 2026 at 9:00 a.m or immediately following the regular agenda)

R.25. Approve Land Purchase Agreement in conjunction with the purchase of conservation preservation property located in the Lake Wales Ridge Ecosystem Project - Crooked Lake West Area, McKinnie/Wilson parcel ($4,000 one-time expense)

R.26. Accept a Drainage Easement from Connie Cristancho and Fabio Castro, as successor trustees and authorize a Partial Release of Easement for a drainage easement associated with Galloway Road. (No fiscal impact)

R.27. Approve Subordinations of County Utility Interests between the State of Florida Department of Transportation and Polk County, FDOT parcels 104.7 and 105.7. (No fiscal impact)

R.28. Authorize a County Deed to Woodland Ranch Estates 3, LLC as a title clearing measure. (No fiscal impact)

R.29. Accept Quit Claim Deed for additional right-of-way along Old Combee Road as requested through the Development Review Process. (No fiscal impact)

R. ROADS & DRAINAGE

R.30. Approve Amendment No. 2 to Consultant Services Authorization (CSA) No. 22-087-02 with HDR Engineering Inc., (Consultant) to provide engineering services for the Country Club Road at Buckeye Loop Road Intersection Improvements Project ($23,180.00 one-time expense).

R.31. Approve Road Closure Request (Minute Maid Ramp Road 2) in Accordance with the Ordinance No. 2025-020

R. UTILITIES

R.32. Approval of Standard Grant Agreement QG033 in the amount of $6,750,000 with the State of Florida Department of Environmental Protection (FDEP) for the Northeast Regional Wastewater Treatment Facility (NERWWTF) Expansion from 6.0 to 9.0 million gallons per day (MGD) Project ($6,750,000 one-time grant revenue)

R.33. Approve Consultant Services Authorization (CSA) 2024-014-03, with Jones Edmunds & Associates, Inc. for the Sun Ray Wastewater Treatment Facility Advanced Wastewater Treatment Upgrades and Improvements Evaluation project. ($127,234.00 not-to-exceed, one-time expense).

R. SOLID WASTE

R. ELECTED OFFICIAL AND OTHER GOVERNMENTAL AGENCY

R. COURT RELATED

R. POLK COUNTY PROPERTY APPRAISER

R. POLK COUNTY SHERIFF

R. POLK COUNTY SUPERVISOR OF ELECTIONS

R. POLK COUNTY TAX COLLECTOR

R.34. Approve a budget transfer from the Tax Collector Reserve for Contingency for ongoing software and implementation purchases. ($185,111 one-time transfer)

R. WORKFORCE DEVELOPMENT BOARD

R. COUNTY ATTORNEY

R.35. Approve Agreements for Land Use Hearing Officer Services with (1) Boswell & Dunlap LLP; and (2) Janet McDonald.($150 per hour of service)

R.36. Approve the 2025-2028 Collective Bargaining Agreement between the Polk County Board of County Commissioners and Imperial Polk County EMTs and Paramedics I.A.E.P. LOCAL 917 R-5 SEIU/NAGE

R.37. Consider approval of the proposed settlement in the matter of Charles Wilson v Polk County Board of County Commissioners; $145,000.00 one-time expense.

R.38. Authorize the County Attorney's Office and outside counsel to stipulate to a Final Judgment for Parcel 143 in the case of Polk County v. Meritage Homes of Florida, Inc., et al, an eminent domain lawsuit filed to acquire needed rights-of-way for the County Road 557 Project. ($225,900.00 one-time expense)

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, December 15, 2025 – 9:00 a.m. – Value Adjustment Board hearings will be held in the Administration Building, Third Floor, Conference Room 341.

- Monday, December 15, 2025 – 1:30 p.m. – Polk County Transportation Disadvantaged Local Coordinating Board (TD-LCB) will be held in the County Commission Boardroom.

- Tuesday, December 16, 2025 – 6:00 p.m. - 7:00 p.m. – Florida Department of Environmental Protection (DEP) is hosting a meeting of a land management plan advisory group to discuss the land management plan for approximately 6,376 acres it manages located mostly along the Peace and Alafia Rivers (Lease 3995), part of the Integrated Habitat Network (IHN) Core Lands. The meeting will be held at 3760 Tenoroc Mine Road, Lakeland, FL 33805

- Wednesday, December 17, 2025 – 9:00 a.m. – Value Adjustment Board hearings will be held in the Administration Building, Third Floor, Conference Room 341.

- Thursday, December 18, 2025 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, Polk County Administration Building.

- Thursday, December 18, 2025 – 9:00 a.m. – Value Adjustment Board hearings will be held in the Administration Building, Third Floor, Conference Room 341.

- Thursday, December 18, 2025 – 9:00 a.m. – Special Magistrate of the Code Enforcement Unit will meet in the County Commission Boardroom.

- Friday, December 19, 2025 – 8:30 a.m. – Citizens Healthcare Oversight Committee (COC) will be held in the County Commission Boardroom.

- Friday, December 19, 2025 – 9:00 a.m. – Value Adjustment Board hearings will be held in the Administration Building, Third Floor, Conference Room 341.

- Thursday, December 25, 2025 - Friday, December 26, 2025 – The offices of the Board of County Commissioners will be closed in observance of the Christmas Holiday.

- Thursday, January 1, 2026 – The offices of the Board of County Commissioners will be closed in observance of New Year's Day.

- Friday, January 2, 2026 – 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, Fourth Floor, County Administration Building.

- Monday, January 5, 2026 – 10:00 a.m. – Polk County Sheriff's Office Ridge District Station Grand Opening & Ribbon Cutting, 9500 Marigold Avenue, Poinciana.

Agenda Item C.1. 12/16/2025

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

Agenda Item D.1. 12/16/2025

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	**04347**	**thru**	**04355**
In the Amount of	**$12,911.47**		
# of Direct Deposits	**2996**		
In the Amount of	**$4,920,582.66**		
Dated	**December 12, 2025**		
Wire and Electronic Fund Transfers	**$25,270,140.14**		
Dated	**December 2, 2025**	**thru**	**December 15, 2025**
Invoice Checks Numbered	**495480**	**thru**	**496453**
Totaling	**$14,146,930.11**		
Dated	**December 2, 2025**	**thru**	**December 15, 2025**

Request approval of minutes of Regular Board Meeting Held on December 2, 2025

Agenda Item D.2. 12/16/2025

SUBJECT

Minutes of Regular Board meeting held on December 2, 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

December 02, 2025 Regular BoCC meeting

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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. (MARTHA SANTIAGO, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (MARTHA SANTIAGO, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

A.1. Employee Recognition

Minutes: The Board recognized David Carden with Roads and Drainage, Matthew Reardon with Information Technology, Paul Womble with Emergency Management, and Cheryl Bailey with Fire Rescue for their years of service with the county.

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

Minutes: There was no one from the public wishing to speak on Agenda Items.

C. APPROVE CONSENT AGENDA

C.1. Approve Consent Agenda.

RESULT:	**APPROVED**
MOVER:	Rick Wilson

SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

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

D.1. Disbursements.

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

D.2. Minutes of Regular Board meeting held on November 18, 2025.

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

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Approve Consultant Services Authorization (CSA) No. 2025-053-01 with Eisman & Russo, Inc. (Consultant) for the Chestnut Road Sidewalk Phase 2 and 3 Project. ($395,050.00 one-time expense)

Minutes: County Manager Bill Beasley discussed Consultant Services Authorization No. 2025-053-01 with Eisman & Russo, Inc., for the Chestnut Road Sidewalk Phase 2 and 3 project. He recommended approval.

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

G.2. Approve Land Purchase Agreement between Ida Patricia Holley and Polk County for the purchase of property in conjunction with a project to consolidate Lift Stations 9 and 10. ($328,500 one-time expense)

Minutes: County Manager Bill Beasley discussed the land purchase agreement between Ida Patricia Holley and Polk County for the purchase of property in conjunction with a project to consolidate Lift Stations 9 and 10. He recommended approval.

Commissioner Troutman said for us to proactively reach out to the individual that is about to purchase this property and make them aware of what will be happening next door to them.

Mr. Beasley confirmed that two lift stations will be eliminated and it will look like there

was not a lift station there.

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

H.1. Appoint Jason C. Hirsbrunner as a Member of the Citizens HealthCare Oversight Committee, representing Health Care Clinics, for the four-year term, December 22, 2025 through December 19, 2029. (District 1 Appointment)

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

H.2. Commissioner Troutman Comments.

Minutes: Commissioner Troutman had no comments.

I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Appoint William DeHart as a Member of the Lakes Access Advisory Committee, for the three-year term, November 17, 2025 through November 16, 2028. (District 2 Appointment)

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

I.2. Commissioner Wilson Comments.

Minutes: Commissioner Wilson had no comments.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Reappoint Carole F. Philipson, FACHE, CPPT, as a Member (Seat 6) of the Polk County Industrial Development Authority, for the three-year term, January 23, 2026 through January 22, 2029. (District 3 appointment)

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

J.2. Commissioner Braswell Comments.

Minutes: Commissioner Braswell said there are elections in Winter Haven. He urged

people to get out and vote. He stated that everybody talks about how they want things to change, how they want things different, and it will not change until they get out and vote.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

Minutes: Commissioner Scott had no comments.

L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

L.1. Reappoint Liz Antaya as a Member of the Citizens HealthCare Oversight Committee, representing the Health Insurance Industry, for the four-year term, December 16, 2025, through December 15, 2029.

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

L.2. Chair Santiago Comments.

Minutes: Chair Santiago had no comments.

M. LAY BOARD APPOINTMENTS

M.1. Appoint Angelic Sims to Housing and Neighborhood Development's (HND) Affordable Housing Advisory Committee (AHAC) for a three-year term January 1, 2026, through December 31, 2029. (No Fiscal Impact).

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

M.2. Appoint Gordon Moore to Housing and Neighborhood Development's (HND) Affordable Housing Advisory Committee (AHAC) for a three-year term January 1, 2026, through December 31, 2029. (No Fiscal Impact).

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

M.3. Reappoint Bridget Engleman to Housing and Neighborhood Development's (HND) Affordable Housing Advisory Committee (AHAC) for a three-year term January 1, 2026, through December 31, 2029. (No Fiscal Impact).

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

M.4. Reappoint Hattie Wilson to Housing and Neighborhood Development's (HND) Affordable Housing Advisory Committee (AHAC) for a three-year term January 1, 2026, through December 31, 2029. (No Fiscal Impact).

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

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

Minutes: County Attorney Randy Mink reminded the audience of the procedures for Expedited Public Hearings and Regular Public Hearings. He swore in those who plan to speak.

N.1. Public Hearing (LDCPAS-2025-16 Osprey Creek CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation on a 17.48 acre +/- parcel from Development of Regional Impact (DRI) in the Rural Development Area (RDA) to Residential Low (RL) in the Utility Enclave Area (UEA). (No Fiscal Impact)

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

The Chair opened a public hearing; no one spoke.

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

N.2. Public Hearing (LDCT-2025-7 Cargo Containers on Residential Property) (Adoption Hearing) to consider the adoption of a County-initiated ordinance amending the Land Development Code to allow cargo containers on residentially developed properties meeting or exceeding one acre. No Fiscal Impact.

Minutes: Land Development Director Ben Ziskal reviewed the proposed amendment for cargo containers. He said that it is one container per acre with a minimum of one acre. He said that the Planning Commission and staff recommend approval.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Rick Wilson

SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

N.3. Public Hearing (LDCT-2025-8 Pool Safety LDC Text) (First Reading) to consider the adoption of a Land Development Code text amendment to amend Chapter 2, Section 211, Pools and Screen Enclosures, to refer to Florida Building Code and Florida Statutes for consistency with above ground pool safety measures.

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

The Chair opened a public hearing; no one spoke.

Mr. Ziskal said this is the adoption hearing and the first hearing was held on November 4, 2025.

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

N.4. Public Hearing (LDCT-2025-9 SE Polk Mobile Homes) (Adoption Hearing) to consider the adoption of a County-initiated ordinance amending the Land Development Code to remove conditional use standards for Individual Mobile Homes within the Southeast Polk Selected Area Plan to conform with the rest of the County. No Fiscal Impact.

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

Upon question, Mr. Ziskal said this is the last area and they believe this is the last provision they have to change.

The Chair opened a public hearing; no one spoke.

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

N.5. Public Hearing (LDCPAL-2025-9 ECX CPA) (Transmittal Hearing) to consider the adoption of an Applicant-initiated request for a Large-Scale Comprehensive Plan text amendment to Policy 2.131-RA4. F. 3. (h) to amend the personal services and commercial limitation to exceed 30 percent of the Employment Center-X (ECX) when approved as a Conditional Use in the US 98 SAP. (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal presented this with LDCT-2025-20. He reviewed the proposed text amendments. He said that staff and the Planning Commission recommend approval.

Commissioner Scott said he would like to see this as a Level 4 approval and not a Level 3 for consistency. He said he would like to see this amended as a Level 4.

Commissioner Troutman said her concern with a Level 4 is that we are allowing government to get bigger.

The Chair opened a public hearing.

Shelton Rice, applicant, said he has not had an opportunity to communicate this to the client. He recommended a Level 3 Review and said it is consistent with a lot of other conditions. He said it still has the same analysis with staff and a public hearing for a vote. He stated he cannot say this is something they are agreeable to and that this is news to them.

The Chair closed the public hearing

Commissioner Troutman made a motion to approve as written; motion dies for lack of a second.

Motion with the amendment to be a Level 4 Review for approval.

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

N.6. Public Hearing (LDCT-2025-20 ECX LDC Text Amendment) (First Reading) to amend Land Development Code Section 401.04.D.6(g) to amend the personal services and commercial limitation to exceed 30 percent of the Employment Center-X (ECX) when approved as a Conditional Use in the US 98 SAP. (No Fiscal Impact)

Minutes: This was presented with the previous hearing.

Motion to Amend N. 6 to reflect the wishes of N. 5.

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

N.7. Public Hearing (LDCT-2025-22 Recovery Residences) (First Reading) to consider the adoption of an ordinance amending the use tables in Chapter 2, Chapter 4, and Chapter 5, to add large group homes into residential future land use districts; amending chapter 10, definitions, to add recovery residences to conform with state statute. (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal reviewed the proposed amendment. He said this is the first reading. He said that the Planning Commission recommends

approval.

The Chair opened a public hearing; no one spoke.

O. PUBLIC HEARINGS

O.1. Public Hearing (LDPD-2025-10 Southern Storage TAD) (Adoption Hearing) to consider a request to approve a Transitional Area District for the expansion of an existing self-storage facility into a residential future land use designation. (No Fiscal Impact)

Minutes: Ian Nance, Land Development, reviewed the proposed Planned Development for the expansion of an existing self-storage facility. He said that staff and the Planning Commission recommend approval. He showed slides of the area and said it is compatible with surrounding development.

The Chair opened a public hearing; no one spoke.

Commissioner Scott said from a stormwater perspective they are providing the 100-year 24-hour rainfall. He said they are doing what is right from a site design perspective and acknowledging that there is challenges in the area for stormwater management. He said he is glad he is doing that.

Upon question, Mr. Nance said that this was planned before the self-storage facility. He said he is not sure where this discharges to.

Commissioner Braswell said technically there is no reason to coordinate because each one maintains their own.

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

O.2. Public Hearing (LDCT-2025-18 Natural Encounters LDC Text Amendment) (First Reading) to add development conditions in Appendix E, Section E105. This will amend Table E1 and create Subsection V. This will add policies in Section 2.135 in the Comprehensive Plan to reference that this property has development restrictions in the LDC. (No Fiscal Impact)

Minutes: Chanda Bennett, Land Development, reviewed the proposed text amendment. She said this is the first reading. She said that staff and the Planning Commission recommend approval. She showed slides of the site.

Upon question, Ms. Bennett said recreational camping is lower intensity. She said she

does not think the specific number is there but it has to be low intensity and RV parks are significantly more intense. She confirmed that there will be a paved road going into this. She said she would have to research if overnight stay is allowed for events. She will follow up with the Board at the adoption hearing on December 16th regarding overnight stays.

The Chair opened a public hearing; no one spoke.

O.3. Public Hearing: (LDCT-2025-19 Berkley & Braddock Text Amendment) (First Reading) to amend Appendix E, Section E105, Parcel Specific Comprehensive Plan Amendments with Conditions. (No Fiscal Impact)

Minutes: Chanda Bennett, Land Development, reviewed the proposed text amendment. She reviewed the proposed land uses permitted and the future land use map. She said that the City of Auburndale submitted a letter of opposition. She reviewed the allowable uses, the development standards, and the landscape buffering and signage requirements. She stated that the drive-thru is prohibited on Block C and is allowed on Block A. She showed photos of the site and surrounding areas. She said this is compatible and consistent with the Comprehensive Plan and the Land Development Code. She said it is compatible with the surrounding uses. She said that staff and the Planning Commission recommend approval.

Upon question, Ms. Bennett said the Land Development Code will address the site access depending on where they place the buildings and the distance requirements. Blocks B and C cannot be gas stations. She confirmed that the access is not in this and the LDC will cover as far a distance and the building location.

Commissioner Scott said he wants to make sure there is thought to ingress/egress. He said if there is a gas station in Block A and you do not have access into or out if in on Block B that is the nightmare on traffic of whatever is going to be located in Block B going through it. He said it is not for today on the decision and hopefully the applicant takes this into consideration as they move forward.

Ms. Bennett showed the block arrows and said the intent is that there is cross access. She discussed potential site access. She said they do not have to build the driveway necessarily there but they would have to have some kind of cross access easement so that if there was an expansion further to the west they would be thinking ahead of time. She showed the median cut on Braddock Road.

Commissioner Troutman said that it was brought up in discussion yesterday that they would all have access within each other. She said the placement of this and when you look at the nature of the Sports Complex and this could support an Activity Center. She thinks we need to be looking at more than just the residential year-round housing and the numbers that are there because they have fluctuations based upon the sporting events. She said this clearly could support an activity center.

Ms. Bennett responded and said that was staff's approach to this. She said the Joint Planning Agreement (JPA) was approved in 2009. She discussed the growth in the area since that time frame.

The Chair opened the public hearing.

Travis Avery said this was brought before Auburndale and annexation was discussed with the city. He said there was a Conditional Use (CU) that the city wanted with this because it is not consistent with the city's plans for the growth. He said for them to pursue this development they needed to come to the county for this. He discussed other areas that are designated commercial and said that this is not consistent. He said he can speak for the residents in opposition. He said the JPA is loose and old. He said the city and the county need to work together on this.

The Chair closed the public hearing.

Upon question, Ms. Bennett confirmed that the drive-thru is a prohibited use in Block C. She stated a Level 3 Review would go through the Planning Commission and that is the standard with all other Neighborhood Activity Centers.

O.4. Public Hearing to consider adoption of a resolution providing notice of intent to use the uniform method for the levy, collection and enforcement of non-ad valorem assessments.

Minutes: County Attorney Randy Mink reviewed the resolution providing notice of intent to use the uniform method for the levy, collection and enforcement of non-ad valorem assessments. He recommended approval.

The Chair opened a public hearing; no one spoke.

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

O.5. Public Hearing to consider adoption of a resolution to vacate and close a portion of maintained right-of-way for Second Terrace a/k/a 1st Street North in the Eloise area near Winter Haven. (No fiscal impact)

Minutes: Scott Lowery, Real Estate Services, reviewed the proposed vacation of right-of-way. He said there are no objections to the proposed request. He said that staff recommends approval.

Upon question, Mr. Lowery said the parcels to the west are owned by the petitioner. He said the parcel ending in 4202 is not contiguous with this property and he believes that is owned by the petitioner. He said they own all the properties surrounding this. He said if there is access from here now this would all be through easement access and that would continue onto Second Terrace.

The Chair opened a public hearing; no one spoke.

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

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

P.1. Kevin Noble to discuss speed limit issues on Alturas Road & Alturas Loop Road

Minutes: Kevin Noble discussed speeding on Alturas Road and Alturas Loop Road. He said he is speaking on behalf of his neighbor Charles Palmer. He discussed the speeding on the roads and said they are going ten miles over the speed limit. He showed a video on his phone of speeding vehicles. He discussed safety concerns with bicyclists.

Mr. Beasley said he talked to Mr. Noble before the meeting. He said he has talked to the Sheriff's office about a targeted enforcement along the two roadway corridors. He said he has spoken to Jay Jarvis' office about things we can do to cause attention to speeders whether it is rumble strips or radar feedback signs. He said we are looking into solutions and it is a driver use habit.

Chair Santiago said the flash speed signs for some people does not make a difference. She said we will continue to work on this.

P.2. Comments.

Minutes: Debbie Hicks said 30 years ago they moved to Polk County, her husband asked for a divorce and her family bought her a mutt from the flea market. She said she had that dog for 17 years. She stated this is what got her into rescuing and she discussed how she loved her dog. She said the Sheriff's office is not talking to them and they just want to do the right thing. She asked the Board to listen to them and one day it will change.

James Abercrombie said this is the only format we have to understand how they make decisions. He said the Friday Agenda Meetings should be open discussions. He said the three-minutes is not meant to be the standard. He said they are doing a real good job at controlling. He said Commissioner Scott gave a speech and he thinks it was addressed to him; he said at least he is talking. He said we are not listened to. He discussed his roof and said Code Enforcement could do nothing about it and it is up to him to get it fixed. He said you give respect before you get respect. He discussed Sue and said her whole life is put out in front of everybody. He said another big problem is communication and the only way he can prove anything is through public records.

Commissioner Scott said he did give a piece of advice from last meeting but it was not addressed to Mr. Abercrombie it worked out timing wise and he was addressing the overall audience. He said is still a member of the community. He discussed the commissioners having appointments available. He said there are ways to communicate beyond this public forum. He discussed becoming the voice for constituents. He discussed the Development Review Committee meetings and said there is an e-mail list.

Meeting adjourned 10:25 a.m.

Agenda Item F.1. 12/16/2025

SUBJECT

Discuss potential removal of Michael B. Schmidt as a member of the Polk County Planning Commission.

DESCRIPTION

On July 25, 2023, the Board approved the appointment of Michael B. Schmidt as a Planning Commission member for a three-year term, commencing September 1, 2023, and ending August 31, 2026.

The members of the Planning Commission serve at the pleasure of the Board, pursuant to Section 973.B of the Polk County Land Development Code. Recently, Mr. Schmidt has made comments on the record that call into question his ability to evaluate cases brought before the Planning Commission in an impartial manner. Accordingly, this item has been placed on the agenda, as directed by the Board, to discuss and consider the removal of Michael B. Schmidt as a member of the Planning Commission, effective immediately.

In the event Mr. Schmidt is removed from the Planning Commission, the Board shall promptly fill the vacancy in accordance with the membership criteria set forth in Section 973.B of the Land Development Code.

RECOMMENDATION

Recommend the Board discuss and make a decision whether or not to remove Michael B. Schmidt as a member of the Polk County Planning Commission, effective immediately.

FISCAL IMPACT

None.

CONTACT INFORMATION

Randy Mink
County Attorney
863-534-7679

Agenda Item F.2. 12/16/2025

SUBJECT

Approve Amendment #1 to Agreement 2025-015 with Geosyntec Consultants, Inc. for professional engineering services for the Southeast Landfill. ($39,072.00 One-time expense)

DESCRIPTION

On April 1, 2025, the Board approved an agreement with Geosyntec Consultants, Inc. for professional services related to the Southeast Landfill for engineering controls and remedial measures to mitigate the impacts to groundwater. The controls include installation of an impermeable final cover on the eastern portion of the unlined landfill as well as other remedial measures to include a groundwater treatment system.

During the assessment phase of the project, it has been determined that direct push technology groundwater screenings, modifications to the proposed monitoring well installations, surface water samples and analysis, and additional surveying are needed to ensure an accurate assessment of the groundwater impact. This amendment will allow for these services to be completed.

These additional services were approved by the Board on October 21, 2025, Board meeting as a change order under Agenda Item 25-1794 in the amount of $39,072.00. These services should have been brought to the Board as an amendment rather than a change order. This amendment will ratify the item and amend the agreement to reflect the additional services as an amendment to the agreement.

The new not to exceed amount of the agreement is $463,369.00.

RECOMMENDATION

Request Board approve Amendment#1 to Agreement 2025-015 with Geosyntec Consultants, Inc. for professional engineering services for the Southeast Landfill in the amount of $39,072.00.

FISCAL IMPACT

Funding is budgeted and available in the Solid Waste Operating Fund - CIP Project 5500048.

CONTACT INFORMATION

Ken Brush

Procurement Contracts Manager

Procurement

(863) 534-6727

kenbrush@polk-county.net

PROFESSIONAL SERVICE AGREEMENT
#2025-015
AMENDMENT #1

This AMENDMENT is made and entered into, effective as of October 21, 2025, 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 Geosyntec Consultants, Inc. (the "Consultant"), a Florida corporation, located at 777 Yamato Road, Suite 600, Boca Raton, FL 33431, whose Federal Employer Identification number is 592355134.

WITNESSETH:

WHEREAS, the County and Consultant entered into Professional Service Agreement 2025-015 dated April 1, 2025 (the "Agreement"), for the purpose of providing professional services in connection with the engineering controls and remedial measures to mitigate the impacts to groundwater treatment system at the Southeast Landfill; and

WHEREAS, the Consultant has determined additional services are necessary to complete Phase 1 Services-Assessment and the County now wishes to engage the Consultant to provide additional direct push technology groundwater screenings, modifications to the proposed monitoring well installations, surface water samples and analysis, and additional surveying to ensure a comprehensive and accurate assessment of groundwater impacts and development of an effective remediation system for a not to exceed cost of as further defined in Attachment "A"; and

WHEREAS, pursuant to Section 16.0 of the Agreement, the County and the Consultant mutually agree to amend the Agreement as set forth below.

NOW, THEREFORE, the County and the Consultant, hereby agree as follows:

1. The recitals stated above are true and correct and are fully incorporated herein.

2. The Agreement is hereby amended to modify Exhibit "A-iii" Scope of Services and Compensation of the Agreement to include the additional services needed, which are more fully set forth and described in Attachment "A" of this Amendment, attached hereto and fully incorporated herein.

3. The cost of the additional services, which is more fully set forth and described in Attachment "A" to this Amendment #1, shall be a not-to-exceed amount of $39,072.00. Accordingly, the total agreement amount shall be increased from the original not-to-exceed amount of $424,297.00 to the new not-to-exceed amount of $463,369.00.

5. The Agreement, as amended by this Amendment #1, continues in full force and effect.

THE REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By: _____
_____, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Nicholas Nolan 11/18/25
County Attorney's Office Date

Geosyntec Consultants, Inc.
a Florida corporation

By: Todd K Katke

Todd K Katke
PRINT NAME

Vice President
TITLE

Date: 12-1-25

Attachment A

Geosyntec consultants

1200 Riverplace Boulevard, Suite 710
Jacksonville, Florida 32207
PH 904-858-1818
FAX 904-396-1143
www.geosyntec.com

Transmitted electronically via email

18 August 2025

Ms. Susan Pelz, P.E.
Mr. Beau McCall
Polk County Solid Waste Division
10 Environmental Loop S
Winter Haven, Florida 33880

Subject: Amendment No. 1 - Proposal for Assessment and Engineering Services
Polk County Southeast Landfill (Site 203)
2250 Golfview Cutoff Road, Lake Wales, Polk County, Florida

Dear Ms. Pelz and Mr. McCall:

As requested, Geosyntec Consultants (Geosyntec) has prepared Amendment No. 1 to the Original Proposal for Assessment and Engineering Services associated with the Polk County Southeast Landfill (Site 203) located in Lake Wales, Florida. The work proposed encompasses activities to comply with the Florida Department of Environmental Protection (FDEP) Consent Order 24-2524 effective 15 January 2025 and pursuant to Polk County's Request for Proposal No. 24-654.

SUMMARY OF ACTIVITIES ASSOCIATED WITH AMENDMENT NO. 1

A summary of the services associated with Amendment No. 1 is provided below and organized based upon the phases and tasks of work presented in the Original Proposal for Assessment and Engineering Services (Phase 1 – Assessment; Phase 2 – Remediation; Phase 3 – Closure Design and Permitting; and Phase 4 – Bid Support and Construction Quality Assurance). The services within this Amendment have been previously approved by Polk County Solid Waste Division (PCSWD) prior to the completion of work.

PHASE 1 TASK DETAILS

Task 1 – Health and Safety Planning – No changes requested.

Task 2 – Field Planning and Site Reconnaissance – No changes requested.

Task 3 – Assessment Work Plan Preparation

The remaining budget is proposed for future meetings with PSCWD during review/completion of the Site Assessment Report.

Task 4 – FDEP Meeting

The remaining budget is proposed for future meetings with PCSWD, as required.

Task 5 – Assessment Activities

Direct Push Technology Groundwater Screening Initial Assessment

Based on the results of the direct push technology (DPT) groundwater screening, two additional days of DPT groundwater sampling (original assumption of 13, 12-hr days to complete) were approved by PCSWD to complete the groundwater assessment. The two (2) additional 12-hr days (15 in total) allowed for the completion of soil and/or groundwater sampling at three (3) additional DPT locations with sampling depths ranging from land surface up to 99 feet below land surface (ft bls) (original assumption of 10 borings to a maximum depth of 70 ft bls). The two additional days included rental of field equipment, consisting of a YSI Pro Plus meter and turbidity meter are included.

Monitoring Well Installation

Following review of the DPT groundwater screening results, a final monitoring well network was recommended to delineate the observed groundwater impacts. The final monitoring well network was approved by PCSWD and FDEP and consisted of four (4) shallow monitoring wells screened from 50 to 60 ft bls and two (2) deep monitoring wells screened from 100-110 ft bls. The original monitoring well network consisted of six shallow monitoring wells screened from 40 to 50 ft bls. Due to the change in scope, Geosyntec procured new quotes for monitoring installation activities, summarized in the table below and coordinated and contracted two separate drilling mobilizations.

Scope of Work	Original Cost[1]	New Cost[1]
Installation of 6, 50-ft shallow monitoring wells by Action Environmental (assumed 5, 12-hr days to complete work; 60 hrs)	$26,743	-$26,743
Installation of 4, 60-ft shallow monitoring wells by Action Environmental (required 4, 12-hr days to complete work; 48 hrs)	Not applicable	$19,132[2]
Installation of 2, 110-ft deep monitoring wells by Preferred Drilling Solutions (required 3, 12-hr days to complete work; 36 hrs)	Not applicable	$22,650[2]

The shallow monitoring wells were screened from approximately 50-60 ft bls using hollow stem auger drilling methods and the surface completion of the wells was changed to include a flush-mounted manhole with a single bollard at each location. The deep monitoring wells were screened

[1] See Subcontractor section within Attachment 2 on page 10 of this amendment.
[2] Procured updated proposal due to change in scope that included additional drilling support to ensure scope of work completed within schedule.

from approximately 100-110 ft bls using sonic drilling methods. The monitoring wells were constructed with 2-inch diameter Schedule 40 poly-vinyl chloride (PVC) riser approximately 3 feet above land surface, ten feet of Schedule 40 PVC 0.006-inch slotted screen with a 30/45 sand pack one foot above the screen interval, one foot of 30/65 sand to seal the sand pack, and Portland type I/II cement from the sand seal to land surface. Monitoring wells were completed with an aboveground protective cover within a 2-foot by 2-foot by 4-inch-thick concrete pad surrounded by two bollards. Geosyntec has included 24 additional labor hours for a staff professional to complete the monitoring well installations at the Site. Geosyntec has also included 12 additional hours for project management, coordination, contracting, and field communications (original assumption included 12 hours).

Groundwater Sampling

During groundwater sampling activities, PCSWD requested the collection of two surface water samples from the nearby ponds. This amendment includes four (4) additional labor hours for Geosyntec to coordinate and collect two surface water samples with analysis of the samples completed by the analytical laboratory Eurofins for benzene and vinyl chloride by EPA Method 8260 (no effort was included in the original proposal).

Surveying

To support the closure design, PCSWD authorized additional survey efforts associated with the fence line around the landfill. This additional task was completed during the monitoring well survey for an additional subcontractor charge of $2,995. Geosyntec has also included eight (8) additional labor hours to support communications with PCSWD to obtain needed survey data, coordinate and contract with the survey for the additional work required, and oversee surveying to ensure accurate completion of scope (no effort was included in original proposal).

Task 6 – Assessment Report Preparation – No changes requested.

PHASE 3 DETAILED TASKS

Task 1 – Closure Alternative Evaluation, Costing, and Selection – No changes requested.

Task 2 – Closure Design – No changes requested.

Task 3 – Solid Waste Permitting – No changes requested.

COST ESTIMATE

The estimated cost for the scope of services in Amendment No.1 is provided below. Further breakdown of the below referenced costs is provided within Attachment 2 of this amendment proposal.

Phase / Task		Labor Hours	Labor	Direct Expenses	Laboratory Cost	Subcontractor Cost	Budget
Phase 1 – Assessment							
Task 1	Health and Safety Planning	No changes requested					
Task 2	Field Planning and Site Reconnaissance	No changes requested					
Task 3	Assessment Work Plan Preparation	No budget changes requested					
Task 4	FDEP Meeting	No budget changes requested					
Task 5	Assessment Activities	72	$15,505	$181	$252	$23,134	$39,072
Task 6	Assessment Report Preparation	No changes requested					
Phase 1 – Assessment Subtotals		72	$15,505	$181	$252	$23,134	$39,072
Phase 2 – Remediation (No specific tasks or costs proposed at this time)							
Phase 3 – Closure Design and Engineering							
Task 1	Closure Alternative Evaluation, Costing, and Selection	No changes requested					
Task 2	Closure Design	No changes requested					
Task 3	Solid Waste Permitting	No changes requested					
Phase 3 – Closure Design and Engineering Subtotals		No changes requested					
Phase 4 – Construction Quality Assurance (No specific tasks or costs proposed at this time)							
Phase 1 and Phase 3 Totals		72	$15,505	$181	$252	$23,134	$39,072

Geosyntec will provide the services described in this proposal on a time and materials not-to-exceed basis in accordance with the terms and conditions of the agreement between PCSWD and Geosyntec. Our proposed rates used to generate the above cost are included in **Attachment 1**. The estimated budget for performing these services includes the labor and materials for Geosyntec and our team members (subcontractors) believed necessary to complete the scope of work described in this proposal. Should the Site conditions differ, and/or the required scope of work change, affecting the cost to complete this effort, revised cost estimates will be provided. Detailed cost information and subcontractor bids are presented in **Attachment 2**.

CLOSURE

Geosyntec appreciates the opportunity to provide continued engineering support on this project. Should you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

Matthew Wissler, P.G.
Senior Principal Hydrogeologist

Rachel A. Klinger, P.E., BCEE
Senior Principal Engineer

Attachments:
Attachment 1: Rate Sheet
Attachment 2: Cost Estimate and Subcontractor Bids

Cc:
Maria Romero-Moreno, Dale Henderson, Brian Cogswell: PCSWD
Craig Browne, Dan Schauer: Geosyntec

ATTACHMENT 1
RATE SHEET

Geosyntec Consultants
2025 Rate Schedule
Polk County Solid Waste Division: Southeast Landfill Site

Role	[A]Category 1 Rate/Hour	[A]Category 2 Rate/Hour
Staff Professional	$169.40	$175.00
Senior Staff Professional	$193.60	$200.00
Professional	$219.74	$227.00
Project Professional	$245.87	$254.00
Senior Professional	$275.88	$285.00
Principal	$300.08	$310.00
Senior Principal	$319.44	$330.00

	[B]Category I Rate/Hour	[B]Category II Rate/Hour
Technician	$96.00	$105.00
Senior Technician	$115.00	$125.00
Site Manager	$135.00	$155.00
Construction Manager	$165.00	$180.00
Designer	$180.00	$215.00
Drafter/CADD Operator	$150.00	$165.00
Project Administrator/Clerical	$80.00	$98.00

Rates provided are client and project specific.

[A]Category 1 and 2 are associated with technical consulting staff. Category 1 is assoicated with non-engineering or hydrogeology degreed consulting staff. Category 2 is associated with engineering or hydrogeology degreed consulting staff.

[B]Category I and II are associated with non-technical consulanting staff. Category I and II vary based on years of experience.

Rates will be adjusted during all subsequent contract negotiations.

ATTACHMENT 2
COST ESTIMATE AND SUBCONTRACTOR BIDS

AMENDMENT #1
COST CHANGE

Attachment 2 - Amendment 1
Polk County Southeast Landfill (Site 203)

Geosyntec Consultants
Cost Estimate

Phase / Task Description	Labor Costs: *Wissler Klinger* Senior Principal	*Browne* Principal	*Dawson* Senior Professional	*Montiel Copeland* Project Professional	Professional	*Adam Ray* Sr Staff Professional	*Mohammad* Staff Professional	*Vickers* Senior Designer	*Sanchez* Project Admin	Total Hours	Total Labor Costs	Direct Costs and Subcontractors: Office/Lab Expenses	Shipping	Travel	Field Expense Rental	Field Expense Purchase	Sub-Contractors	Total Direct and Sub-Contractor Costs	Combined Labor and Direct Costs
Phase 1, Task 1 - Health and Safety Planning	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
HASP Preparation											$0								
Task Hazard Analysis Preparation											$0								
Phase 1, Task 2 - Field Planning and Site Reconnaissance	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Initial Project Kickoff Meeting											$0								
Site Reconnaissance											$0								
Phase 1, Task 3 - Assessment Workplan Preparation	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Site Assessment Workplan Preparation											$0								
Phase 1, Task 4 - FDEP Meeting	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Presentation Preparation											$0								
FDEP Meeting											$0								
Phase 1, Task 5 - Assessment Implementation	17	2	0	0	0	0	53	0	0	72	$15,505	$0	$0	$0	$181	$0	$23,386	$23,567	$39,072
Direct Push Technology Groundwater Screening							24				$4,200								
Monitoring Well Installation	12						24				$8,160								
Groundwater Sampling											$0								
Surface Water Sampling	1						3				$855								
Survey Coordination	4	2					2				$2,290								
Aquifer Testing											$0								
Test Pitting											$0								
Soil Cover Thickness Assessment											$0								
Phase 1, Task 6 - Assessment Report Preparation	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Tables											$0								
Figures											$0								
Cross Section											$0								
Aquifer Testing Analysis											$0								
Text											$0								
Phase 3, Task 1 - Closure alternative evaluation	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Hydraulic equivalency calcs and cost estimates											$0								
Summary memorandum											$0								
County Meeting											$0								
											$0								
Phase 3, Task 2 - Closure Design	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Preliminary Stormwater Evaluation (pre vs post), memo, and telecon											$0								
Draft Closure Plan Drawings											$0								
Closure Design Calcs - settlement											$0								
Closure Design Calcs - slope stability											$0								
Closure Design Calcs - final cover performance											$0								
County Meeting - Draft Design Drawing Review											$0								
Phase 3, Task 3 - Closure Permit Application	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
FDEP pre-application meeting											$0								
Cover letter and Engineering Report											$0								
FDEP Form											$0								
Permit Drawings											$0								
Tech Specs & CQA Plan											$0								
Finalization & Submittal of Permit Application											$0								
Total Hours	17	2	0	0	0	0	53	0	0	72	**$15,505**	**$0**	**$0**	**$0**	**$181**	**$0**	**$23,386**	**$23,567**	--
Total Dollars	$5,610	$620	$0	$0	$0	$0	$9,275	$0	$0	--									
Hourly Bill Rate Category	2	2	1	2	2	2	2	II	II	--									
Hourly Billing Rate	$330	$310	$276	$254	$227	$200	$175	$215	$98	--		**Total Project Cost Estimate**							**$39,072**

Attachment 2 - Amendment 1
Polk County Southeast Landfill (Site 203)

Geosyntec Consultants
Cost Estimate

			Phase 1						Phase 3					
DIRECT EXPENSES	**Unit**	**Unit Cost**	**Task 1**	**Task 2**	**Task 3**	**Task 4**	**Task 5**	**Task 6**	**Task 1**	**Task 2**	**Task 3**	**Task 4**	**Total Units**	**Total Cost**
Office/Lab Expenses														
Copies (8-1/2 x 11 color)	each	$0.30											0	$ -
Drawing Sheets (24" x 36")	each	$3.00											0	$ -
Permit Application Fee	each	$0.00											0	$ -
Subtotal			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
Shipping														
Overnight Delivery	each												0	$ -
Subtotal			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
Travel	***0%***													
Field Vehicle - Daily Use within Polk County	day	$100.00											0	$ -
Subtotal			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
Field Expense Rentals	***0%***													
Water level meter	day	$31.00											0	$ -
Hach DR890 Colorimeter	day	$37.00											0	$ -
Peristaltic Pump	day	$48.00											0	$ -
Transducer Rental (2) with 7% tax	day	$171.74											0	$ -
Turbidity meter	day	$37.00					1						1	$ 37.00
YSI Pro Plus meter	day	$144.00					1						1	$ 144.00
GPS	day	$165.00											0	$ -
Subtotal			$ -	$ -	$ -	$ -	$ 181.00	$ -	$ -	$ -	$ -	$ -		$ 181.00
Subcontractors	***0%***													
GW- TDS	sample	$15.00											0	$ -
GW - Chloride	sample	$18.00											0	$ -
GW - Ammonia as N	sample	$25.00											0	$ -
GW- Nitrate as N	sample	$18.00											0	$ -
GW- Total cyanide	sample	$25.00											0	$ -
GW- Sulfide	sample	$25.00											0	$ -
GW - Iron, Sodium	sample	$12.00											0	$ -
GW- Appendix II Metals + Sn	sample	$54.00											0	$ -
GW- Mercury	sample	$25.00											0	$ -
GW- EDB, DBCP, 123-TCP	sample	$45.00											0	$ -
GW- Appendix I and II Pesticides	sample	$95.00											0	$ -
GW- Polychlorinated Biphenyls (PCBs)	sample	$55.00											0	$ -
GW- Appendix I and II Herbicides	sample	$130.00											0	$ -
GW- Appendix I and II- Volatiles	sample	$60.00											0	$ -
GW- Appendix I and II- Semivolatiles	sample	$125.00											0	$ -
GW- Polycyclic aromatic hydrocarbons	sample	$90.00											0	$ -
GW- Benzene (24 hour turnaround time)	sample	$120.00											0	$ -
CO#1: SW- B and VC (Add 2 Surface Water Samples)	sample	$126.00					2						2	$ 252.00
Safe and Environmentally Responsible Waste Management	each	$6.00											0	$ -
TCLP RCRA 8 Metals	sample	$45.00											0	$ -
TCLP VOCs	sample	$60.00											0	$ -
TCLP Mercury	sample	$25.00											0	$ -
ZHE- Extraction	sample	$40.00											0	$ -
Non-ZHE extraction	sample	$40.00											0	$ -
SurvTech Solutions TOC Elevation and Topographic Survey	lump sum	$16,460.00											0	$ -
CO#1: SurvTech Solutions (Add Fence Survey)	lump sum	$2,995.00					1						1	$ 2,995.00
Action Environmental DPT GW Sampling & MW Install	lump sum	$61,818.00											0	$ -
CO#1: Action Environmental DPT GW Sampling & MW Install (Add 2 days of DPT)	lump sum	$5,100.00					1						1	$ 5,100.00
CO#1: Action Environmental DPT GW Sampling & MW Install (Remove 6 Shallow MWs)	lump sum	-$26,743.00					1						1	$ (26,743.00)
CO#1: Action Environmental MW Installation (Add 4 Shallow MWs)	lump sum	$19,132.00					1						1	$ 19,132.00
CO#1: Preferred Drilling Soutions MW Installation (Add 2 Deep MWs)	lump sum	$22,650.00					1						1	$ 22,650.00
Irrigation Suitability Testing (Servitech)	sample	$80.00											0	$ -
Action Environmental Test Pitting	lump sum	$7,500.00											0	$ -
Utility Locate	day	$1,500.00											0	$ -
IDW T&D per drum	each	$100.00											0	$ -
Laboratory Subtotal			$ -	$ -	$ -	$ -	$ 252.00	$ -	$ -	$ -	$ -	$ -		$ 252.00
Remaining Subcontractor Subtotal			$ -	$ -	$ -	$ -	$ 23,134.00	$ -	$ -	$ -	$ -	$ -		$ 23,134.00
Subtotal			$ -	$ -	$ -	$ -	$ 23,386.00	$ -	$ -	$ -	$ -	$ -		$ 23,386.00
	TASK		**1**	**2**	**3**	**4**	**5**	**6**	**1**	**2**	**3**	**4**		
			Phase 1						**Phase 3**					

U.S. Environmental

Rentals • Sales • Service
DEVICE & DATA EXPERTISE
usenvironmental.com (888) 550-8100

U S Environmental Rental Corp
1202 Tech Blvd
Tampa, FL 33619
(813)628-4200

Loc FL1
Bid# 296216

BID

Rented To:	**Delivery Location:**
Geosyntec Consultants 900 Broken Sound Parkway,N.W Suite 200 Boca Raton FL 33487	Geosyntec-Clearwater 19321 U. S. Highway 19 North Building C, Suite 200 Clearwater FL 33764 rtuttle@geosyntec.com

Ordered By: Ryan Tuttle
PO#:
Account #: GEOCON220

Ship Date: 02/06/25 Thu
Ship Method: Delivery By 5PM
Bill To:

Start Date: 02/10/25 Mon VAL
Through: 02/11/25 Tue VAL
Project#:

Qty	Item	Description	Day	Week	4W	Discount	Total
1	3510-1402	Ysi Pro Series Handset Serial #: 13H100588 Out Date: 02/10/25	144.00	363.00	1035.00	30%	100.80
1	3550-1273	Geotech Turbidity Meter Serial #: 19062123 Out Date: 02/10/25	37.00	107.00	320.00	30%	25.90
1	3570-1042	Hach Dr-890 Serial #: 04099053016 Out Date: 02/10/25	37.00	107.00	320.00	30%	25.90
1	4000-1174	Geotech Geopump Model Ii Serial #: G6384U Out Date: 02/10/25	37.00	107.00	318.00	30%	25.90
1	5550-1333	Battery 12V 12AH Agm (Small) Serial #: 55501333 Out Date: 02/10/25	11.00	35.00	103.00	30%	7.70
1	5540-	Charger Serial #: 55401141 Out Date: 02/10/25					0.00
1	3010-1016	Heron Dipper-T Serial #: 09588 Out Date: 02/10/25	31.00	71.00	214.00	30%	21.70
500	10008	Tubing Hdpe .170 X 1/4	0.23			-17.25	97.75
50	10151	Tubing Silicone S15 Geotech	2.28			-17.10	96.90
1	40004	Nitrile Pf Gloves Large	9.95				9.95
1	50001	Nitrogen, Ammonia Test Kit part number 2428700	200.00				200.00
1	***	Delivery Fee	10.00				10.00

----- Payments ------

Quote for additional sampling equipment required

*** Total Reflects a $123.45 Discount ***

Rentals	207.90
Sales	404.60
Delivery/Other	10.00
Damage Waiver	16.63
Sales Tax	44.75
Total	683.88
Total Paid	0.00
Est Amount Due	683.88

01/31/25 11:32:43 Page 1

Invoice Date
July 28, 2025

Invoice

6700054181

To

Bill To
Geosyntec Consultants, Inc
777 Yamato Road
Suite 600
Boca Raton, FL 33431
United States
United States (59-2355134)

Ship To
12802 Tampa Oaks Blvd.
Suite 151
Tampa, FL 33637
United States

Buyer Tax ID
None

Attn/Ref
Matt Wissler

From

Invoice From
Eurofins Environment Testing Southeast, LLC
343 West Main Street
Leola, PA 17540
United States

Remit To
PO BOX 3213
Carol Stream, IL 60132
United States

Ship From
481 Newburyport Avenue
Altamonte Springs, FL 32701
United States

Supplier Tax ID
87-2895395

Invoice Details

Invoice Number
6700054181

Invoice Date
July 28, 2025

Payment Term
Net 90

Payment Due Date
October 26, 2025

Currency
USD

Contract Number
8364

Date of Supply
July 28, 2025

Supplier COI Expiration
01/01/26

Item	PO	Description	Supplier Part Number	Qty	Units	Unit Price	Total
1	None	8260D - Benzene, Vinyl Chloride		2	Each	120.00 USD	240.00 USD
2	None	Safe and Environmentally Responsible Waste Management (per sample)		2	Each	6.00 USD	12.00 USD

Final invoice for two surface water samples

Taxes

Taxable Amount Charged Per Rate	Total Tax Per Rate
252.00 USD at TAX (%)	0.00 USD

Totals

Taxable Amount	252.00 USD
Shipping	0.00 USD
Handling	0.00 USD
Misc	0.00 USD
Amount Excluding Tax	252.00 USD
Total Tax	0.00 USD
Total Payable	252.00 USD

SURVTECH SOLUTIONS *Surveying Today with Tomorrow's Technology*

Invoice Number:	35475		
Invoice Date:	08/13/2025	**Billing Through:**	08/13/2025
Payment Terms:	Net 30	**Due Date:**	09/12/2025

Bill To:
Attn: Ryan Tuttle
GeoSyntec Consultants
50 South Belcher Road, Suite 116
Clearwater
FL
33765

Project Code: 250235
Project Title: Polk County Southeast Landfill
Order Number: WORK ORDER NO.: 8365
WORK ORDER NAME: WO-FR11540-8365
PROJECT NO.: Polk County Southeast Landfill
DATE ISSUED: May 5, 2025
Work ORDER VALUE: 16,460
Pursuant to Master Subcontractor Services Agreement

CO1: Change Order NO. 8365 to WORK ORDER NO.: WO-FR11540-8365-1, signed by Rachel Klinger
WORK ORDER NAME: WO-CO-FR11540-8365
C/E PROJECT NO.: FR11540
Effective Date: May 5, 2025
Work Order Value: 19455
Pursuant to Master Subcontractor Services Agreement

INVOICE

Description	Amount
FIXED PRICE ITEMS	
CO1 - Additional Topographic Survey	$2,995.00
Total Amount Fixed Price Items:	**$2,995.00**
Total Amount Due This Invoice:	**$2,995.00**

Please remit payment to:
SurvTech Solutions, Inc.
10220 US Hwy 92 E.
Tampa FL 33610
United States

Final invoice for the fence line survey

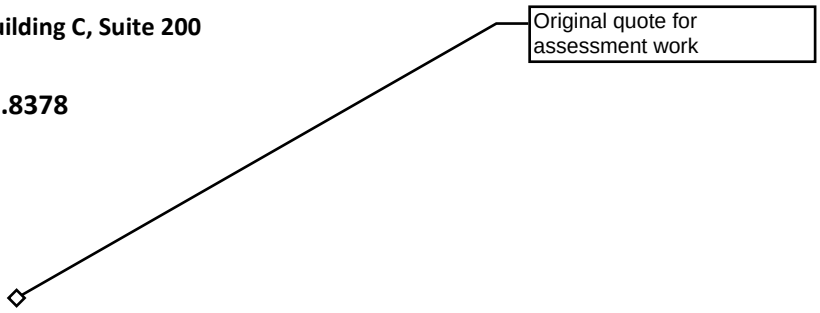
February 1, 2025

Ryan Tuttle, P.G.

Senior Geologist

Geosyntec consultants

Geosyntec Consultants, Inc.
19321 U.S. Highway 19 North, Building C, Suite 200
Clearwater, Florida 33764
D. 727.330.9959 | M. 813.470.8378
rtuttle@Geosyntec.com



Re: Polk County SELF Soil and Groundwater Sampling

Dear M. Tuttle:

In accordance with your request, Action Environmental is pleased to provide you with a cost estimate for the soil borings, groundwater sampling and well installation at Golfview Cutoff Road in Babson Park. We understand the scope of work includes the following:

SCOPE OF SERVICES

- Public utility location three business days before work begins.
- Daily pre-job safety meeting to discuss applicable work hazards.
- Permitting of all monitoring wells through the SWFWMD.
- Clear each borehole by hand to 5 feet using hand augers or posthole diggers
- 10 continuous DPT soil borings to 80 feet or refusal. The borings will be done using macrocore samplers. All soils will be drummed.
- Groundwater sampling in the 10 soil boreholes. Groundwater samples will be taken using DPT and a groundwater sampling points. Samples will be pumped directly through the drilling rods using a

peristaltic pump. Each borehole will have up to 18 intervals or samples per borehole. All development water will be drummed.

- Installation of six monitoring wells using hollow stem augers. Each well will be up to 70 feet deep with 10 feet of .006 slotted 2 inch diameter screen. A 30/45 silica sand pack will be used to 2 feet above the screen, with at least 2 feet of 30/65 sealing sand pack layer, and grouted to 3 inches below land surface. All drill cuttings will be drummed. Wells will be developed using a submersible pump. All development water will be drummed. Wells will be finished with a 2x2 concrete pad 6 inches thick, with a 4 inch aluminum stickup well cover. Each well pad will have four 3 inch diameter steel bollards installed for protection.
- Staging of drums.

MW total:
Mob - $2750/2 = $1,375
Permitting = $150
Hotel/Per Diem = 6*$600 = $3,600
Drilling Crew = 6*$1950 = $11,700
Materials = $3588 + $5130 = $8,718
Drums - 15*$80 = $1,200
$26,743

Removed cost associated with original scope of monitoring wells.

ESTIMATED COSTS

Polk County SELF – Soil Borings, Groundwater Sampling and Monitoring Well				
Task	Quantity	Units	Rate	Extended
Mob/Demob, Vehicles, and Fuel	1	LS	$2,750.00	$2,750.00
Permitting	1	LS	$150.00	$150.00
Hotel/Per Diem	16	Nights	$600.00	$9,600.00
Drilling Crew	18	Days	$1,950.00	$35,100.00
Sampling Materials (Groundwater and Soil Sampling)	1	LS	$2,700.00	$2,700.00
Monitoring Well Materials (screen, casing, caps, plug, sand and grout)	6	EA	$598.00	$3,588.00
Well Completion Materials (aluminum stickup well cover, concrete, and bollards)	6	EA	$855.00	$5,130.00
Drums	35	EA	$80.00	$2,800.00
			TOTAL	**$61,818.00**
LS= Lump Sum, EA= Each				
Project Estimated at 18 Work Days				

CONDITIONS and EXCLUSIONS

- Project budget as a per day charge, client will be charged for the number of days onsite. Because of the nature of groundwater sampling, this may exceed 18 days depending on the speed of the groundwater sampling. Client will be charged for actual amount of days needed to complete the scope. 18 is an estimate.
- Drums must be staged on asphalt or concrete surface.
- Drums are an estimate. The client will be invoiced for actual amount of total drums used.
- No guarantee that groundwater samples can be obtained using a peristaltic pump at greater depths than 30 to 40 feet. Action is not responsible if samples can't be obtained using a peristaltic pump.
- Boreholes will be abandoned using Portland cement and tremie pipe. Boreholes will not be pressure grouted.
- Drums are just an estimate, the total number of drums used will be invoiced.

- DPT soil sampling has limitations. If the ground is too hard at certain depths, samples will not be able to be obtained from those depths. Sampling is up to 80 feet or refusal.
- Assumes equipment and/or trucks may be able to be left onsite overnight at Action's responsibility.
- Does not include private utility location.

X

Jonathan Abbott
Drilling Division Manager

Jonathan Abbott, Drilling Division Manager

INVOICE

PLEASE REMIT TO:

By Check
Action Environmental, LLC
PO Box 935964
Atlanta, GA 31193-5964
ACH
Wells Fargo Bank
NA Routing 121000248, Account:
4124827312

INVOICE NUMBER	JC133706
INVOICE DATE	6/16/2025
PO NUMBER	WO-FR11540-8355

Invoice for 4 shallow monitoring wells (new scope)

BILL TO

Geosyntec Consultants, Inc.
900 Broken Sound Parkway NW
Boca Raton, FL 33487

SHIP TO

Geosyntec Consultants, Inc.
19321 US Highway 19 North
Clearwater, FL 33764

CUSTOMER ID	JOB NUMBER	PAYMENT TERMS	DUE DATE
GEOCON002	TA6604-0625-13643	PWP	9/14/2025

SUMMARY OF WORK PERFORMED

Matt Wissler, Senior Principal Hydrogeologist
WO-FR11540-8355
Job Completed: 06/10/2025

DESCRIPTION	U/M	QUANTITY	UNIT AMOUNT	TOTAL
Materials				
Monitoring Well Materials		4.00	558.00	$2,232.00
Well Completions		4.00	450.00	$1,800.00
Drums		20.00	80.00	$1,600.00
			Materials Total	***$5,632.00***
Subcontractor				
Development		1.00	600.00	$600.00
Drilling Crew		4.00	2,250.00	$9,000.00
Hotel/Per Diem		4.00	700.00	$2,800.00
Mob/Demob, Vehicles and Fuel		1.00	950.00	$950.00
Permitting		1.00	150.00	$150.00
			Subcontractor Total	***$13,500.00***

BILLING AMOUNT	$19,132.00
RETENTION WITHELD	$0.00
RETENTION DUE	$0.00
TOTAL DUE	**$19,132.00**

Late Payment Warning: If we do not receive payment in accordance with terms listed above, past due balances will bear interest charges at an annual interest rate of 18%.

INVOICE

PLEASE REMIT TO:

By Check
Action Environmental, LLC
PO Box 935964
Atlanta, GA 31193-5964
ACH
Wells Fargo Bank
NA Routing 121000248, Account:
4124827312

INVOICE NUMBER	JC133569
INVOICE DATE	6/2/2025
PO NUMBER	WO-FR11540-8355

Invoice for DPT groundwater sampling scope of work.

2 additional days included in invoice
$1950*2 = $3900
$600*2 = $1200
Total = $5100

BILL TO

Geosyntec Consultants, Inc.
900 Broken Sound Parkway NW
Boca Raton, FL 33487

nsultants, Inc.
1255 Roberts Blvd. NW, Suite 200
Kennesaw, GA 30144

CUSTOMER ID	JOB NUMBER	PAYMENT TERMS	DUE DATE
GEOCON003	TA6604-0525-13595	PWP	8/31/2025

SUMMARY OF WORK PERFORMED

Matt Wissler, Senior Principal Hydrogeologist
Project Completed: 05/30/2025

DESCRIPTION	U/M	QUANTITY	UNIT AMOUNT	TOTAL
Materials				
Sampling Materials	LS	1.00	2,700.00	$2,700.00
Drums	LS	1.00	80.00	$80.00
			Materials Total	***$2,780.00***
Subcontractor				
Drilling Crew	LS	14.00	1,950.00	$27,300.00
Hotel/Per Diem	LS	11.00	600.00	$6,600.00
			Subcontractor Total	***$33,900.00***
Transportation				
Mobe/Demobe, Vehicles, Fuel	LS	1.00	2,139.00	$2,139.00
			Transportation Total	***$2,139.00***

BILLING AMOUNT	$38,819.00
RETENTION WITHELD	$0.00
RETENTION DUE	$0.00
TOTAL DUE	**$38,819.00**

Late Payment Warning: If we do not receive payment in accordance with terms listed above, past due balances will bear interest charges at an annual interest rate of 18%.

Preferred Drilling Solutions, Inc

Invoice

Invoice Date	Invoice #
7/1/2025	36977

Invoice for 2 deep monitoring wells (new scope)

Bill To

Geosyntec Consultants, Inc.
Attn: Accounts Payable
900 Broken Sound Parkway NW
Suite 200
Boca Raton, FL 33487

Please Remit To:
Preferred Drilling Solutions, Inc.
8820 66th Street North
Pinellas Park, FL 33782

Please note change to "Remit To" address

Job Location/Information

Golfview Cutoff Road
PM - Matt Wissler
Project #WO-FR11540-10122
Babson Park, FL

PDS Job #	33-2025-10167

Fed ID Number	Terms
59-3757298	Net 30

Quantity	Description	Rate	Amount
	(2) 2" x 110' MWs with 8" x 95' override casing and sonic cores 5-110'		
3	Sonic Daily Rate & Crew	5,000.00	15,000.00
220	2" Well Installation	25.00	5,500.00
2	Well Completion	300.00	600.00
1	Mobilization	1,200.00	1,200.00
4	Drums	75.00	300.00
1	Permits	50.00	50.00
	Total		**$22,650.00**

TOTAL COSTS

Attachment 2 - Final
Polk County Southeast Landfill (Site 203)

Geosyntec Consultants
Cost Estimate

Phase / Task Description	Labor Costs										Total Labor Costs	Direct Costs and Subcontractors						Total Direct and Sub-Contractor Costs	Combined Labor and Direct Costs
	Wissler Klinger Senior Principal	***Browne*** Principal	***Tuttle*** Senior Professional	***Montiel Copeland*** Project Professional	Professional	***Adam Ray*** Sr Staff Professional	***Mohammad*** Staff Professional	***Vickers*** Senior Designer	***Sanchez*** Project Admin	Total Hours		Office/Lab Expenses	Shipping	Travel	Field Expense Rental	Field Expense Purchase	Sub-Contractors		
Phase 1, Task 1 - Health and Safety Planning	0	0	2	0	16	0	0	0	0	18	$4,184	$0	$0	$0	$0	$0	$0	$0	$4,184
HASP Preparation			1		8						$2,092								
Task Hazard Analysis Preparation			1		8						$2,092								
Phase 1, Task 2 - Field Planning and Site Reconnaissance	3	4	7	0	0	0	0	0	0	14	$4,161	$0	$0	$0	$0	$0	$0	$0	$4,161
Initial Project Kickoff Meeting	3		3								$1,818								
Site Reconnaissance		4	4								$2,344								
Phase 1, Task 3 - Assessment Workplan Preparation	4	0	32	0	0	0	0	8	0	44	$11,868	$0	$0	$0	$0	$0	$0	$0	$11,868
Site Assessment Workplan Preparation	4		32					8			$11,868								
Phase 1, Task 4 - FDEP Meeting	10	10	16	0	0	0	0	0	0	36	$10,814	$0	$0	$0	$0	$0	$0	$0	$10,814
Presentation Preparation	2	2	8								$3,487								
FDEP Meeting	8	8	8								$7,327								
Phase 1, Task 5 - Assessment Implementation	29	2	18	0	0	0	373	0	0	422	$80,431	$0	$0	$0	$5,379	$0	$142,152	$147,531	$227,962
Direct Push Technology Groundwater Screening	2		3				180				$32,988								
Monitoring Well Installation	14		3				84				$20,148								
Groundwater Sampling	2		3				20				$4,988								
Surface Water Sampling	1						3				$855								
Survey Coordination	4	2					2				$2,290								
Aquifer Testing	2		3				48				$9,888								
Test Pitting	2		3				24				$5,688								
Soil Cover Thickness Assessment	2		3				12				$3,588								
Phase 1, Task 6 - Assessment Report Preparation	17	0	31	0	50	24	0	24	0	146	$35,472	$0	$0	$0	$0	$0	$0	$0	$35,472
Tables	3		3			8		8			$5,138								
Figures	3		3			8		8			$5,138								
Cross Section	3		3			8		8			$5,138								
Aquifer Testing Analysis	5		5		50						$14,379								
Text	3		17								$5,680								
Phase 3, Task 1 - Closure alternative evaluation	6	20	0	32	0	40	0	0	0	98	$24,308	$0	$0	$0	$0	$0	$0	$0	$24,308
Hydraulic equivalency calcs and cost estimates		8		16		24					$11,344								
Summary memorandum	2	4		8		16					$7,132								
County Meeting	4	8		8							$5,832								
											$0								
Phase 3, Task 2 - Closure Design	12	44	40	66	0	112	32	92	0	398	$93,179	$0	$0	$0	$0	$0	$0	$0	$93,179
Preliminary Stormwater Evaluation (pre vs post), memo, and telecon	4	8	24	24			24	16			$24,157								
Draft Closure Plan Drawings	4	8	16	12		20	8	76			$33,002								
Closure Design Calcs - settlement		8		8		32					$10,912								
Closure Design Calcs - slope stability		4		6		28					$8,364								
Closure Design Calcs - final cover performance		8		8		32					$10,912								
County Meeting - Draft Design Drawing Review	4	8		8							$5,832								
Phase 3, Task 3 - Closure Permit Application	8	34	16	36	0	72	0	46	4	216	$51,420	$0	$0	$0	$0	$0	$0	$0	$51,420
FDEP pre-application meeting		4		4							$2,256								
Cover letter and Engineering Report	4	4		4		24					$8,376								
FDEP Form		2		4		12					$4,036								
Permit Drawings		8	8	8		8		40			$16,919								
Tech Specs & CQA Plan		8		8		24					$9,312								
Finalization & Submittal of Permit Application	4	8	8	8		4		6	4		$10,521								
Total Hours	89	114	162	134	66	248	405	170	4	1392	**$315,838**	**$0**	**$0**	**$0**	**$5,379**	**$0**	**$142,152**	**$147,531**	--
Total Dollars	$29,370	$35,340	$44,693	$34,036	$14,982	$49,600	$70,875	$36,550	$392	--									
Hourly Bill Rate Category	2	2	1	2	2	2	2	II	II	--							**Total Project Cost Estimate**		**$463,369**
Hourly Billing Rate	$330	$310	$276	$254	$227	$200	$175	$215	$98	--									

Attachment 2 - Final
Polk County Southeast Landfill (Site 203)

Geosyntec Consultants
Cost Estimate

			Phase 1						Phase 3					
DIRECT EXPENSES	**Unit**	**Unit Cost**	**Task 1**	**Task 2**	**Task 3**	**Task 4**	**Task 5**	**Task 6**	**Task 1**	**Task 2**	**Task 3**	**Task 4**	**Total Units**	**Total Cost**
Office/Lab Expenses														
Copies (8-1/2 x 11 color)	each	$0.30											0	$ -
Drawing Sheets (24" x 36")	each	$3.00											0	$ -
Permit Application Fee	each	$0.00											0	$ -
Subtotal			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
Shipping														
Overnight Delivery	each												0	$ -
Subtotal			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
Travel	***0%***													
Field Vehicle - Daily Use within Polk County	day	$100.00											0	$ -
Subtotal			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
Field Expense Rentals	***0%***													
Water level meter	day	$31.00					6						6	$ 186.00
Hach DR890 Colorimeter	day	$37.00					12						12	$ 444.00
Peristaltic Pump	day	$48.00					2						2	$ 96.00
Transducer Rental (2) with 7% tax	day	$171.74					4						4	$ 686.96
Turbidity meter	day	$37.00					21						21	$ 777.00
YSI Pro Plus meter	day	$144.00					21						21	$ 3,024.00
GPS	day	$165.00					1						1	$ 165.00
Subtotal			$ -	$ -	$ -	$ -	$ 5,378.96	$ -	$ -	$ -	$ -	$ -		$ 5,378.00
Subcontractors	***0%***													
GW- TDS	sample	$15.00					6						6	$ 90.00
GW - Chloride	sample	$18.00					6						6	$ 108.00
GW - Ammonia as N	sample	$25.00					6						6	$ 150.00
GW- Nitrate as N	sample	$18.00					6						6	$ 108.00
GW- Total cyanide	sample	$25.00					6						6	$ 150.00
GW- Sulfide	sample	$25.00					6						6	$ 150.00
GW - Iron, Sodium	sample	$12.00					6						6	$ 72.00
GW- Appendix II Metals + Sn	sample	$54.00					6						6	$ 324.00
GW- Mercury	sample	$25.00					6						6	$ 150.00
GW- EDB, DBCP, 123-TCP	sample	$45.00					6						6	$ 270.00
GW- Appendix I and II Pesticides	sample	$95.00					6						6	$ 570.00
GW- Polychlorinated Biphenyls (PCBs)	sample	$55.00					6						6	$ 330.00
GW- Appendix I and II Herbicides	sample	$130.00					6						6	$ 780.00
GW- Appendix I and II- Volatiles	sample	$60.00					6						6	$ 360.00
GW- Appendix I and II- Semivolatiles	sample	$125.00					6						6	$ 750.00
GW- Polycyclic aromatic hydrocarbons	sample	$90.00					6						6	$ 540.00
GW- Benzene (24 hour turnaround time)	sample	$120.00					180						180	$ 21,600.00
AM#1: SW- B and VC (Add 2 Surface Water Samples)	sample	$126.00					2						2	$ 252.00
Safe and Environmentally Responsible Waste Management	each	$6.00					186						186	$ 1,116.00
TCLP RCRA 8 Metals	sample	$45.00					1						1	$ 45.00
TCLP VOCs	sample	$60.00					1						1	$ 60.00
TCLP Mercury	sample	$25.00					1						1	$ 25.00
ZHE- Extraction	sample	$40.00					1						1	$ 40.00
Non-ZHE extraction	sample	$40.00					1						1	$ 40.00
SurvTech Solutions TOC Elevation and Topographic Survey	lump sum	$19,455.00					1						1	$ 19,455.00
Action Environmental DPT GW Sampling & MW Install	lump sum	$59,307.00					1						1	$ 59,307.00
AM#1: Preferred Drilling Solutinos MW Install	lump sum	$22,650.00					1						1	$ 22,650.00
Irrigation Suitability Testing (Servitech)	sample	$80.00					2						2	$ 160.00
Action Environmental Test Pitting	lump sum	$7,500.00					1						1	$ 7,500.00
Utility Locate	day	$1,500.00					1						1	$ 1,500.00
IDW T&D per drum	each	$100.00					35						35	$ 3,500.00
Subtotal			$ -	$ -	$ -	$ -	$ 142,152.00	$ -	$ -	$ -	$ -	$ -		$ 142,152.00
	TASK		**1**	**2**	**3**	**4**	**5**	**6**	**1**	**2**	**3**	**4**		
			Phase 1						**Phase 3**					

Agenda Item G.1. 12/16/2025

SUBJECT

Approve agreement with Eisman & Russo, Inc. for construction engineering and inspection (CEI) services for Thompson Nursery Road Phase I - Segment 1. (not-to-exceed one-time expense $5,010,675.00)

DESCRIPTION

Thompson Nursery Road (TNR) is a proposed four-lane urban collector roadway located to the south of Winter Haven. The corridor limits of the Project are from the intersection of US 17 @ SR 540 to the intersection of TNR @ US 27 (approximately 10 miles).

Polk County has identified the construction of TNR as a priority given the population and employment growth projected for the region surrounding TNR. This expected growth is evident in the increased traffic demands on nearby roadways, and future development projects planned along the corridor.

On June 7, 2022, the County entered into an agreement with Kimley-Horn and Associates, Inc. for professional engineering services for the TNR project. This project will require a separate engineering firm to provide construction administration, inspection, and quality control services once the construction of the project commences. It is anticipated that construction will begin in March 2026.

Roads and Drainage requested Procurement to solicit proposals for the purpose of providing CEI services for the Thompson Nursery Road project.

Request for Proposal (RFP) 25-245, Construction Engineering & Inspection Services for TNR was issued, and five vendors submitted proposals. On April 15, 2025, the Board approved the committee's recommendation to enter into contract negotiations with Eisman & Russo, Inc. The attached agreement is the result of those negotiations.

The Scope of Work includes the following Tasks:

A. General Contract Administration
B. On-Site Inspection and Oversight
C. Sampling and Testing
D. Construction Contract Management
E. Utility Coordination
F. Stormwater and Environmental Compliance
G. Public Involvement & Documentation
H. Quality Assurance and Plan
I. Contractor Final Payment Request

Eisman & Russo will provide the following positions to perform this Scope of Work with an estimated 38,354 Hours:

Senior Project Engineer
Project Administrator/Utility
Office Manager/Admin
EEO Compliance
Lead Senior Inspector
Senior Inspector
Senior Inspector - Utilities
Inspector
Inspector
Inspector (3G) (DBE)
Inspector (RCS) (DBE)
Inspector - Aide
Sr. Environmental Specialist

It is anticipated that the project will conclude in February 2028, yet the term of the agreement will be until all services are complete for TNR Phase I - Segment 1. Finally, the County retains the right to retain the Consultant and negotiate additional CEI Services for the Construction of TNR PH I - Segment 2 & 4 and TNR PH II.

RECOMMENDATION

Request Board approve the agreement with Eisman & Russo, Inc. (Consultant) for construction engineering & inspection services for Thompson Nursery Road Phase I - Segment 1 in the amount of $5,010,675.00.

FISCAL IMPACT

Funds are budgeted in the Transportation Impact Fee Fund Zone A.

CONTACT INFORMATION

Ken Brush

Procurement Contracts Manager

Procurement

(863) 534-6727

kenbrush@polk-county.net

PROFESSIONAL SERVICE AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, and Eisman & Russo, Inc. (the "Consultant") a Florida corporation, headquartered at 6455 Powers Ave, Jacksonville, FL 32217, whose Federal Employer Identification Number is 59-2606484.

WHEREAS, the County requires certain construction engineering and in section services in connection with the Thompson Nursery Road project; and,

WHEREAS, the County has solicited for these services via RFP 25-245, 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 (the "Effective Date") of its execution by the County, and shall continue until the Consultant completes all Services as identified in Section 2, below, unless the Agreement is otherwise sooner terminated as provided herein.

2.0 **Consultant Services**

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the County's Request for Proposal RFP # 25-245, to include all attachments and addenda, (ii) the Consultant's responsive proposal thereto, and (iii) the Scope of Services (collectively, (i) (ii), and (iii) are "RFP 25-245"), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit "A" and made a part of this Agreement.

3.0 **Compensation**

3.1 General

3.1.1 In consideration for its providing the Services, the County shall pay the Consultant the not to exceed amount of $5,010,675.00 stated in Exhibit “A-III” Scope of Services, which is attached hereto and made a part of this Agreement.

3.1.2 The Consultant shall invoice the County based upon the Consultant’s fees that are stated on the attached Exhibit “B”, "Fee Schedule", which is made a part of this Agreement. The Fee Schedule identifies all Consultant job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification, along with all equipment, materials, and supplies necessary in the performance of the Services. The County shall not be obligated to pay the Consultant (i) for any Services performed by individuals whose job classifications are not listed on the Fee Schedule, and (ii) for the cost of any equipment, material, or supplies not listed on the Fee Schedule that the Consultant may use in performing the Services.

3.1.3 All the Consultant’s invoices for payment must reference this Agreement and must be submitted using a form approved by the County Auditor.

3.1.4 Each invoice shall be due and payable forty-five (45) days after the date the County receives 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 Roads and Drainage
3000 Sheffield Rd
Winter Haven, FL 33880

3.1.5 The Consultant will clearly state "Final Invoice" on the Consultant’s final/last billing for the Services rendered to the County. The Consultant’s submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County’s receipt of a Final Invoice. The Consultant hereby waives any charges not properly included on its Final Invoice.

3.1.6 The County’s payment of a Final Invoice shall not constitute evidence of the County’s acceptance of the Consultant’s performance of the Services or its acceptance of any of the Consultant’s Project work.

3.1.7 All Consultant invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. After examining an invoice, the County may request that the Consultant submit additional documents to support certain fees or charges.

Upon receipt of any such request the Consultant shall provide the requested documents or other required information to the County Auditor's satisfaction.

3.1.8 On each invoice submitted, the Consultant's Project Manager or designated payroll officer is attesting to the correctness and accuracy of all fees, time charges and requested reimbursements for which the Consultant seeks payment.

3.1.9 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

3.2 Reimbursable Expenses

3.2.1 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.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses the Consultant incurred directly in connection with the performance of the Services performed in accordance with this Agreement:

Overnight Deliveries
Reproduction
Sub-Consultant

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 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).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of any Project work for which the asset was

utilized. All such assets must be surrendered by delivery to the applicable County Division responsible for the Project immediately upon (i) demand, (ii) termination of the Agreement, or (iii) the conclusion of the applicable Project, whichever occurs first.

3.2.5 Consultant shall maintain a current inventory of all such assets.

4.0 **Consultant's Responsibilities**

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 **Ownership of Documents**

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the Services pursuant to this Agreement, subject to the cure period provided in Section 26.0, shall become the property of the County after payment is made to the Consultant for such instruments or documents.

6.0 **Termination**

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy,

the Consultant shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 **No Contingent Fees**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 **Assignment**

The Consultant shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 **Professional Associates and Subcontractors**

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services then the Consultant shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 **Indemnification of County**

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably

acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 **Insurance Requirements**

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The Commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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

Professional Liability. $2,000,000 for errors and omissions, exclusive of defense costs.

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

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

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

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

12.0 **Public Entity Crimes**

The 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.

13.0 **Non-Discrimination**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 **Designation of Party Representatives**

14.1 Upon receipt of a request from the Consultant, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Consultant shall designate or appoint one or more Consultant representatives who are authorized to act on behalf of and to bind the Consultant regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 **All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 **Modifications, Amendments or Alterations**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 **Independent Consultant**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent Consultant with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Consultant shall have no right to speak for or bind the County in any manner.

18.0 **Public Records Law**

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

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

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

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

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

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the 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) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET

19.0 **Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules

regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 **Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 **Notices**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County:

Polk County Roads and Drainage
3000 Sheffield Rd
Winter Haven, FL 33880
Attention: Division Director

For Consultant: Eisman and Russo, Inc.
6455 Powers Ave
Jacksonville, FL 32217
Attention: Antonio Mahfoud

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or

provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Consultant acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat.,

such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

25.0 Consultant Representations

25.1 The Consultant hereby represents and warrants the following to the County:

25.1.1 Consultant is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Consultant is authorized to do so

26.0 Default and Remedy

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

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

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Consultant shall notify the County if any of the Consultant's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Consultant shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Consultant shall remove without consequence to the County any of the Consultant's contractors, sub-contractors, sub-consultants, agents or employees and replace

the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Consultant's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Dan Foss

Name: Ben Harris

Name: Jessica Woss

Name: Tracy Hurd

Name: Michael Conn

Name: John Mobley

Name: Taylor Harris

Name: Jorge Rapozo

Name: Tavion Williams

32.0 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).

33. **No Construction Against Drafter**

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34. Unauthorized Alien(s)

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

(THE REMAINDER OF 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 M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By: _____
_____, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Noah Miller 11/14/25
County Attorney's Office Date

ATTEST:

By: Angila Maxwell
Angila Maxwell
PRINT NAME

Secretary
TITLE

Date: 11/18/25

Eisman & Russo, Inc.
a Florida Corporation

By: _____
JEFF SULLIVAN
PRINT NAME

VP / DIRECTOR OF CEI
TITLE

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 Florida County OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11/18/25 (Date) by Jeffrey Sullivan _____ (Name of officer or agent) as VP/Director of CEI (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 11/18/25 _____(Date) Angila M. Maxwell (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)

ANGILA M. MAXWELL
MY COMMISSION # HH 371086
EXPIRES: May 5, 2027

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-245, CEI Services for Thompson Nursery Road

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: EISMAN RUSSO INC

Signature: _____

Title: VP/DIRECTOR OF CEI

Date: 11/18/25

State of: FLORIDA

County of: DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of November, 2025 by Jeffrey Sullivan (*name*) as VP/Director of CEI (*title of officer*) of Eisman & Russo, Inc. (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Angila M. Maxwell

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

ANGILA M. MAXWELL
MY COMMISSION # HH 371086
EXPIRES: May 5, 2027

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 JEFF SULLIVAN VP/DIRECTOR OF CEI (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.

EISMAN RUSSO INC
NONGOVERNMENTAL ENTITY

SIGNATURE

JEFF SULLIVAN
PRINT NAME

VP / DIRECTOR OF CEI
TITLE

11/18/25
DATE

STATEMENT OF AUTHORITY TO CONTRACT ON BEHALF OF THE CORPORATION
Please complete only if your company is a Corporation.

I, Antonio J. Mahfoud
Print name of corporate president

hereby certify the following statements are true and correct and apply to the corporation listed below:

1. That Eisman & Russo, Inc., is
   Name of corporation
   incorporated to do business in Florida.

2. That Jeff Sullivan, has been
   Name of Corporate Director/Officer
   appointed to serve as the VP/Director of CEI
   Position person has been appointed to hold with the corporation
   of the corporation.

3. That the Board of Directors has approved and provide
   Jeff Sullivan – VP/Director of CEI
   Print name of person and title
   with the authority to enter into and/or execute contracts and/or agreements that bind the corporation.

4. That this authority to enter into and/or execute contracts and/or agreements that bind the corporation is valid until five business days after written notice of revocation of said authority has been provided to Polk County, a political division of the State of Florida.

/Antonio Mahfoud
Signature and Printed Name of person making statement

STATE OF FLORIDA
COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me this 4th day of Aug, 2025 by Antonio J. Mahfoud who is personally known to me.

Angila M. Maxwell
Signature of Notary Public - State of Florida

Print Name of Notary

My Notary commission expires

Personally Known ✓ OR Produced Identification

Type of Identification Produced

ANGILA M. MAXWELL
MY COMMISSION # HH 371086
EXPIRES: May 5, 2027

Detail by Entity Name

Florida Profit Corporation
EISMAN & RUSSO, INC.

Filing Information

Document Number	H85663
FEI/EIN Number	59-2606484
Date Filed	11/18/1985
State	FL
Status	ACTIVE
Last Event	AMEND TO STOCK AND NAME CHANGE
Event Date Filed	12/08/1988
Event Effective Date	NONE

Principal Address

6455 POWERS AVE
JACKSONVILLE, FL 32217

Changed: 01/22/1997

Mailing Address

6455 POWERS AVE
JACKSONVILLE, FL 32217

Changed: 01/22/1997

Registered Agent Name & Address

GREENE, MICHAEL F
6455 POWERS AVE
JACKSONVILLE, FL 32217

Name Changed: 01/22/1997

Address Changed: 01/22/1997

Officer/Director Detail

Name & Address

Title PD

MAHFOUD, ANTONIO J
6455 Powers Avenue
JACKSONVILLE, FL 32217

Title EVPD

GREENE, MICHAEL F
6455 Powers Avenue
JACKSONVILLE, FL 32217

Title SVPD

PIELSTICK, BRETT H
6455 Powers Avenue
Jacksonville, FL 32217

Title SVP

GOMBAR, JAMES S
6455 Powers Avenue
Jacksonville, FL 32217

Title SVP

Kemp, John J
6455 POWERS AVE
JACKSONVILLE, FL 32217

Title SVP

Foss, Daniel W.
6455 POWERS AVE
JACKSONVILLE, FL 32217

Annual Reports

Report Year	Filed Date
2023	01/26/2023
2024	01/31/2024
2025	01/21/2025

Document Images

01/21/2025 -- ANNUAL REPORT	View image in PDF format
01/31/2024 -- ANNUAL REPORT	View image in PDF format
01/26/2023 -- ANNUAL REPORT	View image in PDF format
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01/13/2012 -- ANNUAL REPORT	View image in PDF format
01/07/2011 -- ANNUAL REPORT	View image in PDF format
01/28/2010 -- ANNUAL REPORT	View image in PDF format
01/05/2009 -- ANNUAL REPORT	View image in PDF format
01/07/2008 -- ANNUAL REPORT	View image in PDF format
03/07/2007 -- ANNUAL REPORT	View image in PDF format
02/23/2006 -- ANNUAL REPORT	View image in PDF format
03/14/2005 -- ANNUAL REPORT	View image in PDF format
01/05/2004 -- ANNUAL REPORT	View image in PDF format
01/17/2003 -- ANNUAL REPORT	View image in PDF format
01/29/2002 -- ANNUAL REPORT	View image in PDF format
05/03/2001 -- ANNUAL REPORT	View image in PDF format
01/24/2000 -- ANNUAL REPORT	View image in PDF format
03/01/1999 -- ANNUAL REPORT	View image in PDF format
01/29/1998 -- ANNUAL REPORT	View image in PDF format
01/22/1997 -- ANNUAL REPORT	View image in PDF format
02/02/1996 -- ANNUAL REPORT	View image in PDF format

Exhibit Ai

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing *Construction Engineering & Inspection services* 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: 25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

Description: Provide CEI for the Thompson Nursery Road project.

Receiving Period: Prior to 2:00 p.m., Wednesday, February 26, 2025

Bid Opening: Wednesday, February 26, 2025, at 2:00 p.m. or as soon as possible thereafter.

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

Questions regarding this RFP must be in writing and must be sent to Michael Guerrero Sr Procurement Analyst, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Monday, February 17, 2025, 5:00 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:25-245

RFP Title: Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

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 #25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road” 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	25-245
RFP Title	Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road
Due Date/Time:	February 26, 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 michaelguerrero@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 25-245 Tab 1"

"RFP 25-245 Tab 2"

"RFP 25-245 Tab 3"

"RFP 25-245 Tab 4"

"RFP 25-245 Tab 5"

"RFP 25-245 Tab 6"

"RFP 25-245 Tab 7"

"RFP 25-245 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 Michael Guerrero at michaelguerrero@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 25-245
Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

Sealed proposals will be received in the Procurement Division, Wednesday, **February 26, 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 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 Michael Guerrero, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by February 17, 2025, 5:00 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 construction engineering & inspection services for “Thompson Nursery Rd,” 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:

Thompson Nursery Road is a proposed four-lane urban collector roadway located to the south of Winter Haven. The corridor limits of the Project are from the intersection of US 17 @ SR 540 to the intersection of US 27 @ Thompson Nursery Road (approximately 10 miles).

Polk County has identified the construction of Thompson Nursery Road as a priority given the population and employment growth projected for the region surrounding Thompson Nursery Road. This expected growth is evident in the increased traffic demands on nearby roadways, and future development projects planned along the corridor.

SCOPE OF SERVICES

The scope of work is expected to include, but may not be limited to, construction contract administration, inspection services, monitoring the contractor's quality control process, coordinating and facilitating the County's quality assurance process, coordinating and facilitating the County's quality verification process (when required). The scope of work also includes coordinating the utility relocation efforts prior to and during construction.

Task 1 – CEI Services of Segment One (US 17 to Rifle Range Road)

The construction of Segment One will be managed by the County with assistance from a CEI firm. Segment One is intended to operate as a stand-alone project until the design of the other Segments can be finalized and constructed (approximately 2 miles).

Task 2 – Optional Services (CEI Services of Segment Two - Rifle Range Road to East of CSX Crossing)

The County reserves the option to negotiate at a later date an amendment to the agreement with the Consultant to perform CEI Services for extending Thompson Nursery Road from Rifle Range Road to east of the CSX Crossing (approximately 3 miles).

Task 3 – Optional Services (CEI Services of Segment Four - Eloise Loop Road to West Lake Ruby Drive)

The County reserves the option to negotiate at a later date an amendment to the agreement with the Consultant to perform CEI Services for widening Thompson Nursery Road from Eloise Loop Road to West Lake Ruby Drive (approximately 1 miles).

Task 4 – Optional Services (CEI Services of Segment Five - West Lake Ruby Drive to US 27)

The County reserves the option to negotiate at a later date an Amendment to the Agreement with the Consultant to perform CEI Services for widening Thompson Nursery Road from West Lake Ruby Drive to US 27 (approximately 3 miles).

AGREEMENT

The initial term of this agreement is estimated at two (2) years after notice to proceed is issued, for Task 1. 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 experience in coordinating and facilitating utility relocations on similar projects.

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 CEI services for road construction projects 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. Start date, 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 Contractor for Claims Minimization (5 Points)

- Provide description of how CEI staff will work with contractor to minimize claims for time and money. Identify specific strategies that the CEI firm has used on previous projects, such as weekly progress meetings, frequent phone and email conversations with contractor, etc. (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 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 with Contractor for Claims Minimization (Tab 6) 5 points
- 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 authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board 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 Commissions 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
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 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included then Procurement will only use those identified under Tab 2.

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 (CEI Services), Etc.
COST OF SERVICES	Cost of services ($1,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2022)

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 2. 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 25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

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)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: _____

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 _____ day of _____, 20__.

ATTEST:	**CONTRACTOR:**
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its: _____	Its: _____

January 28, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
RFP 25-245, CEI Services for Thompson Nursery Road

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: Clarifications, questions, and answers.

1. Construction plans have been added to the County's FTP Site, which can be accessed by:

To receive a copy of **Construction Plans,** 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 25-245, CEI Services for Thompson Nursery Road.zip"**, select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications.

Michael Guerrero
Sr. 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:_____

February 20, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
RFP 25-245, CEI Services for Thompson Nursery Road

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:

1. Questions, and answers.

Michael Guerrero
Sr. 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 25-245, CEI Services for Thompson Nursery Road

Addendum #2(Continued)

Questions and Answers:

Question 1: Can you confirm the number of copies to submit?

Answer: Please submit one (1) original marked ORIGINAL and five (5) copies marked COPY.

Question 2: Are spiral bound proposals allowed, or does the County want separate binders?

Answer: Spiral bound proposals are acceptable. Please submit one (1) original marked ORIGINAL and five (5) copies marked COPY.

Question 3: Regarding RFP #25-245, under what tab should we include the required forms?

Answer: Please provide the required forms under Tab 1.

Question 4: Are utility work schedules available? If schedules are not available, can you identify the number of days prior-to and during construction for utilities?

Answer: The utility work schedules haven't been finalized due to major changes proposed at the intersection of US 17 and Thompson Nursery Road. We will provide the utility schedules at a later date.

Eisman & Russo CONSULTING ENGINEERS

February 26, 2025

Polk County Board of County Commissioners
c/o Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

Re: RFP #25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

Eisman & Russo, Inc. (E&R) is pleased to present our qualifications to provide CEI Services for the Thompson Nursery Road project in Polk County. The E&R team includes subconsultants **3G Engineering & Consulting Services** (DBE); **Elipsis Engineering and Consulting** (DBE), **MTN Resources** (DBE); **MSC Environmental Services**; **Roberts Consulting Group** (DBE); **The Valerin Group** (DBE); **McKim & Creed**, and **Aerial Innovations** (DBE).

E&R is a Florida headquartered company with multiple offices throughout the state including Local Offices in Polk County consistently for nearly seven years, growing our Central Florida presence alongside the communities we serve. E&R is prequalified by FDOT for CEI services, and our project team possesses all the qualifications and experience required by Polk County for CEI services on this project. In the past fifteen years, E&R has performed CEI for over $2.6 billion in construction projects for FDOT and municipalities in Florida.

Our team's experience ranges from providing CEI services on projects from $2 million in construction costs to over $500 million We serve as a catalyst to the construction process and utilize the "Engineering" in CEI. Our proposed staff have extensive experience in road widening dealing with items such as utility relocation, drainage, earthwork, asphalt, and maintenance of traffic. Our team will provide the following benefits on this project for Polk County:

- Local team with a local office and the ability for immediate responsiveness to your needs.
- Familiar with the County's processes and procedures having worked in and for the County for many years.
- Proposed Senior Project Engineer and team have successfully completed many similar projects in Polk County:
  - ✓ SR 60 from CR 555 to Broadway Ave and E Van Fleet Rd to Peace River in Bartow, 2.3 miles of construction (Scheduled completion is July 2025), $10M
  - ✓ SR 542 from Buckeye Loop Rd to US 27, 3.7 miles widening 2 to 4 lanes, new alignment, and $4.1M UWHCA for the City of Winter Haven and Town of Dundee, $46.1M
  - ✓ US 27 at SR 60 Interchange reconstruction and widening, new alignment, new configuration, 10 utilities with significant relocations, $44.7M
  - ✓ SR 542 from 1st Street to Buckeye Loop Road, 3 miles of widening to a 3-lane urban facility including UWHCA work for the City of Winter Haven
- Key proposed management and inspection staff completing current projects so fully available for the start of Thompson Nursery Road improvements.
- All team members are CEI FDOT qualified and cross-trained.
- We will perform Constructability & Biddability reviews to identify potential issues and provide comments and recommendations to Polk County prior to construction bid to help minimizes/eliminates construction claims.

In closing, below and in the final pages of Tab 1 – Executive Summary is Polk County additionally specifically requested information.

a) Eisman & Russo, Inc.
   301 S. Woodlawn Ave
   Bartow, FL 33830

POC: Dan Foss, PE; Senior Project Engineer
dfoss@eismanrusso.com; 813-205-6135

b) Eisman & Russo, Inc. was established in 1985 (40 years in business)
c) 169 full time employees; 21 licensed Professional Engineers
d) State of Florida Incorporation document in the following pages.
e) A screenshot of our firm's FBPR/Florida Professional Engineering license is in the following pages. We have also included a copy of our Florida Department of Transportation Prequalifications letter for the 2024-25 year.

We appreciate the opportunity to present our qualifications to Polk County and look forward to a favorable response that enables Eisman & Russo, Inc. to continue to serve the Polk County community.

Sincerely,
EISMAN & RUSSO, INC.

Dan Foss, PE
Senior Project Engineer/ Principal

State of Florida
Department of State

I certify from the records of this office that EISMAN & RUSSO, INC. is a corporation organized under the laws of the State of Florida, filed on November 18, 1985.

The document number of this corporation is H85663.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 21, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of January, 2025

Secretary of State

Tracking Number: 1640831004CC

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 19, 2024

Antonio Mahfoud, President/CEO
EISMAN & RUSSO, INC.
6455 Powers Avenue
Jacksonville, Florida 32217

Dear Mr. Mahfoud:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

3.1	Minor Highway Design
3.2	Major Highway Design
6.1	Traffic Engineering Studies
7.1	Signing, Pavement Marking and Channelization
7.3	Signalization
10.1	Roadway Construction Engineering Inspection
10.4	Minor Bridge & Miscellaneous Structures CEI
10.5.1	Major Bridge CEI - Concrete
10.5.2	Major Bridge CEI - Steel
10.5.3	Major Bridge CEI - Segmental

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Home Direct Expense	Field Direct Expense
147.45%	118.34%	1.097%	Reimbursed	2.00%	16.14%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

January 28, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
RFP 25-245, CEI Services for Thompson Nursery Road

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: Clarifications, questions, and answers.

1. Construction plans have been added to the County's FTP Site, which can be accessed by:

To receive a copy of **Construction Plans,** 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 25-245, CEI Services for Thompson Nursery Road.zip"**, select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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

Signature: Erika Bjork

Printed Name: Erika Bjork

Title: Marketing Manager

Company: Eisman & Russo, Inc.

February 20, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
RFP 25-245, CEI Services for Thompson Nursery Road

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:

1. Questions, and answers.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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

Signature: Erika Bjork

Printed Name: Erika Bjork

Title: Marketing Manager

Company: Eisman & Russo, Inc.

APPROACH TO PROJECT

UNDERSTANDING OF PROJECT

Eisman & Russo's (E&R) philosophy is to work as an extension of Polk County staff and be a catalyst for the construction process to achieve a quality project completed on time and within budget. Thompson Nursery Road segment #1 is a proposed four-lane urban collector road that will require a multi-phased approach as it includes widening of US 17 by permit; new alignment construction for a portion of Thompson Nursery Road and then following and widening the existing alignment of Snively Ave/ Rifle Range Road to just south of Eloise Loop Road.

The Thompson Nursery Road project has been our focus for several years including meeting with Jose Fernandez, Doug Gable, and Joe Montoya multiple times to better understand the project needs and performing an extensive constructability review of the Phase IV plans and then presenting our findings and recommendations to Jose Fernandez and Doug Gable to assist in the plan development process. Our constructability comments and recommendations were incorporated into the 100% design plans **adding value** resulting in a more cost-effective project.

This E&R team has a long history of being the catalyst for success by fostering partnerships, overcoming obstacles (utility, design, contractor, etc.), providing innovative solutions, and tenaciously keeping projects moving forward so the traveling public is impacted as little as possible and they have the benefit of a completed project as soon as possible - all while ensuring the project meets budget. How we will achieve this commitment on the Thompson Nursery Road project is detailed below.

Prior to Construction: E&R will immediately begin to assess and address project risks, discrepancies in the plans, and status of any utility work required "prior to construction." We will also schedule, hold, and attend several meetings to facilitate project success. E&R will attend the pre-bid conference as noted in the specifications to aid Polk County in resolution of issues to help ensure proper bidding by contractors. We will hold a *"pass the torch"* meeting for information sharing with Kimley-Horn's design team (Roadway Design and City Utilities Design) and Polk County staff to discuss key design features, issues that arose during design, commitments made, and right-of-way constraints especially the temporary construction easements (TCEs) shown in the plans. We will schedule a meeting with Kristen Ethridge, FDOT Bartow Operations Center Permit Manager and her team along with Polk County staff to discuss the permit for US 17 construction including any specific requirements and final submittals. We will hold the Pre-construction Meeting with all required attendees to discuss contract requirements, contractor schedules and unique project features. E&R will hold two separate utility meetings. The first will discuss "prior to construction" utility relocation with utility companies, Polk County staff, and the contractor including status, progress, completion schedule, any issues and encourage early partnering between all parties. The second utility meeting will be scheduled once the contractor has completed initial layout so parties can discuss the contractor's schedule then move to the field to discuss location specific issues and review the contractors starting and secondary work areas.

Coordination: E&R highly values working with all agencies and parties to exceed their expectations and deliver a successful project so we proactively communicate with all stakeholders to address issues and expedite resolution to any potential challenges. We monitor and track the project schedule and will keep **PM Jose Fernandez** and Polk County informed of the project status. We foster the rapport between CEI, County, and Contractor as one of the most critical aspects in the timely completion of any project. Coordinating with the public and various businesses along project corridors and specific attention given to key stakeholders like Lake Ashton and Wahneta we have found invaluable for project success. With the many road use changes and the new alignment near residences, E&R will take a multi-faceted approach to informing the public of upcoming changes in construction and traffic phasing. Prior to construction E&R will meet each resident and business located near the project and provide them with a project flier and E&R contact information. This will allow us to be the initial call for questions, issue resolution, or concerns with construction on the project and alleviate the unnecessary burden from Mr. Fernandez. Next, we will utilize traditional MOT methods including variable message boards to notify traveling motorists of upcoming lane shifts and detours as shown in the plans. Lastly, since Rifle Range Road has heavy truck usage and close proximity to the Intermodal Logistics Center we will utilize our relationship with Amanda Tyner FDOT Freight Coordinator to help spread the word to trucking companies of the detours and lane closures/shifts and the new alignment for Snively Road and Thompson Nursery Road configuration. ***Value Added:*** E&R will have a Public Information Officer provided by **The Valein Group** part-time to assist, when requested by Polk County, in any public forums or meetings and with updating and maintaining the Thompson Nursery Road construction portion of the website.

EEO/OJT Compliance: The project specifications require meeting Equal Employment Opportunity and On-the-Job Training requirements. Our team is very experienced in ensuring compliance having managed many recent projects with compliance responsibilities. Our team is structured to skillfully perform the duties and efficiently ensure compliance.

Project Schedule: The E&R team has extensive experience with complex project schedules. We partner with the contractor to ensure a thorough baseline schedule incorporating contract requirements, sequencing, and all activities including submittals, utility relocations, and required work effort. Identifying the critical path, schedule logic, resource loading, utility relocation, and key milestones are essential to effective schedule management and ensuring completion within contract time. To maintain focus on the project's critical path, status of utility relocation, and progress towards milestones, we discuss progress at each Weekly Progress Meeting to proactively identify and address potential conflicts to minimize costly delays and project risks. This process allows us to raise an early alarm if the contractor begins missing milestones, engage executive management in partnering for solutions, ensure Polk County is protected from liability, and assist in identifying and helping the contractor implement plans to keep the project within goals for time.

We also help the contractor accelerate through evaluating opportunities for concurrent work or mitigating unforeseen issues by identifying alternate work areas or alternate approaches to minimize impact. This Team's recently completed US 27 at SR 60 interchange reconstruction project is an example of how our partnering approach was used very successfully, accelerating the project through multiple opportunities (setting beams over a 3-day weekend closure saving 10 weeks of nightly detours of US 27; rephasing concrete pavement at major intersections, eliminating a bridge construction phase, etc.) leading to the contractor **finishing the project seven months early** to the benefit of the traveling public and the client.

Every one of this team's projects in the last seven years has finished on time and two finished significantly ahead of allowable time providing significant value. Early finish combined with our efficient staff utilization has allowed us to **return over $2.3M to our client in unused CEI dollars** providing another significant added value from our services.

Microsoft Collaboration Site: E&R utilizes a Microsoft collaboration site for project documentation, materials testing, RFI's, Shop Drawings, meeting minutes, project photos, and a host of other documents. The site allows for specific access to be granted to different users for different areas like sitewide for Polk County staff or folder specific access to the contractor and Engineer of Record for submittal/response to items such as RFI, RFM, and shop drawing submittals. This allows efficient flow of documents without going through a "pass through" person. We have found this **saves approximately two days per submittal** for responses returned to the contractor. One of the key features is materials testing. We utilize an Excel spreadsheet for sample documentation; once a sample is uploaded and sent to the laboratory, then they input the results in the excel file where inspection staff can retrieve the results in the field.

Materials: E&R has teamed with an exceptional geotechnical firm in Roberts Consulting Services (RCS). Their FDOT certified geotechnical laboratory, located in Auburndale, is within 30 minutes of the project. E&R and RCS have completed several projects together and understand the commitment to expedited material sampling and testing. RCS is also very familiar with using E&R's Microsoft collaboration site for efficient documentation of samples and test results. E&R utilizes an excel spreadsheet to document quality control testing, verification testing, and if required resolution testing per contract specifications. If resolution testing is needed, a third party, FDOT certified, engineering and testing laboratory will be utilized.

Technology: E&R embraces technology and utilizes multiple resources to provide our clients with better project documentation at reduced costs. E&R owns and utilizes GPS Rovers to review contractor earthwork construction including checking control, lift thicknesses, subsoil excavation, drainage inlet elevations, and pond construction to ensure there are no constructability issues. The use of GPS Rovers is also ***Value Added*** as E&R has found this has saved our clients additional money in surveying by limiting the need for a survey team to only checking initial established control and final as-built plans and stormwater checks for permit close-out. Our team is the only team in the area to submit subsoil final documentation in Trimble reports including a 3D model of the area excavated. E&R also owns and utilizes drones for project documentation, aerial photographs of projects, project issue photographs, construction resource manipulation, and documentation such as equipment, stockpiles, and materials. E&R also utilizes Bluebeam to overlay plans with multiple MOT phases to ensure there are no issues between phases such as grade, alignment, or differing maintenance of traffic sequences at the same location.

Roadway: As previously mentioned, the contractor will be constructing a 4-lane urban typical section along 1.4 miles of new alignment and the remaining 1,400 ft portion of the project will follow the existing CR 655 alignment which will be reconstructed to the same 4 lane typical section; including curb and gutter, sidewalk and a closed drainage system. The last 1,090 ft will transition the 4 lanes back to the existing 2 lane existing CR 655 roadway.

The cross sections indicate there will be over 213,529 CY of subsoil removal ranging in depth from 1 to 5 feet below existing grade. **Issue:** One of the most challenging areas of subsoil removal is in the vicinity of the **triple barrel box culvert area** at station 87+00 (Wahnetta Farms

Drainage Canal). At this location, the contractor must remove approximately 5 ft of subsoil, install the 36" trunkline and construct the triple barrel box culvert **all while maintaining the canal flows and water quality** as there are 28 monitoring sites upstream and downstream. Solution: E&R will work with the contractor to ensure this work is scheduled during the dry season. E&R will also have a Pre-activity Meeting to discuss the contractor's means and methods of diverting flow and box culvert construction methods. ***Value Added:*** During construction activities along the canal, E&R will take daily turbidity measurements to ensure water clarity standards are maintained. FDEP requires projects to meet a maximum limit of 29 NTUs above background for turbidity.

Another challenging project feature is that the milling and resurfacing limit at the beginning of the project on SR 540 – Winter Lake Road is within the CSX Railroad right-of-way. The E&R team has extensive experience on multiple projects dealing with CSX requirements and will help the contractor with the significant advanced planning necessary to ensure construction is not impacted by CSX requirements; however there is an Issue: The project plans and specs do not discuss working within the railroad right of way and no mention is made of the need for railroad insurance or the requirement to provide 30-day minimum notification before the work at the track starts. Solution: E&R recommends adding a plan note identifying the requirements for the contractor to coordinate and comply with CSX requirements. E&R will discuss CSX requirements with the contractor, ensure critical activities are accurately reflected in the project schedule, and assist the contractor in successfully meeting CSX requirements to maintain project progress.

Maintenance of Traffic: Maintaining traffic flow for residents and businesses along Snively Ave, Eloise Loop Rd and Rifle Range Rd will be a significant concern. E&R is aware of the BOCC's recent directive wherein all road closures over five days require the approval of the Commissioners. Issue: Several TTCP phases include closure of these roads for extended periods but there is no time limit indicated as to how long those detours may be in effect. Solution: E&R suggests that the EOR evaluate the TTCP plans for alternative solutions to closing the roads and detouring traffic or add notes limiting the number of days the detour can be in place. Issue: The work on US 17 and SR 540 will require a permit from FDOT which will limit the hours that lanes can be closed on those roadways as FDOT has strict policies about lane closures within 600 ft of a signalized intersection. Solution: E&R recommends all lane closure restrictions from final permit plans be added to the TTCP plan notes once Polk County and the EOR are finished working through the permit process with FDOT.

Utilities: E&R is known as an industry leader in utility relocation and has a working relationship with each utility represented in this contract. E&R understands the critical role utility relocation has on a project schedule which is why we start utility coordination prior to the construction contract. E&R reviews utility work schedules (UWS) and charts the amount of "prior to construction" each utility has which provides us a "must start" date for each utility. We coordinate with the utility, ensure they start prior to that date, or if not we delve into why and how they can recover so as to not impact the contractor's start of construction. ***Value Added:*** E&R's office is within 20 minutes of the project so we are able to provide utility coordination and inspection of "prior to construction" work at no additional cost to Polk County.

E&R will maintain this coordinated partnering effort once construction starts and utilities are performing "during construction" relocation efforts. E&R has been very successful partnering with utility companies to complete their relocation efforts within contract schedule and in several cases we were able to accelerate completion. However, there are certain instances where utilities were unable to meet their UWS obligations and E&R has been able to mediate over $500,000 of claims between utility companies and contractors outside of the construction contract, so the settlement becomes a private transaction rather than a contract claim thereby saving our clients money and resources to recover those funds.

There are two water lines (6 and 8-inch) to be installed as part of the construction contract for the City of Eagle Lake. E&R has completed many miles of utility work by highway contractor (UWHCA); most recently for the City of Winter Haven and Town of Dundee. **E&R personnel have also administered many contracts utilizing Polk County Utilities (PCU) standards for water installations.** E&R team members have utilized Specification 450 of the Polk County Utilities and Specifications Manual previously including the checklist for appropriate installations. As an extension of Polk County on this project, you can rest assured E&R understands the specific requirements of 450A. E&R will be present during all stages of the acceptance process. We will document each step in 450A including the hydraulically cleaning of pressure mains by the swabbing method, hydraulic pressure testing utilizing form 450E for PVC or DI piping, disinfection of at

least 25 mg/liter with at least 10mg/liter after 16 hours, and ensure the contractor flushes the lines and bacteriological samples are taken at approved sampling points and submitted to a private laboratory certified by the State of Florida. Once all testing and reports are received, E&R will package them together for final Polk County approval and submittal to FDEP for clearance to place the system in service.

Environmental: E&R has reviewed contract documents and specifications for environmental considerations to include approved SWFWMD ERP permit 829041 / 43035591.002. The special provision specifications package details several endangered species that are present on the project and protection requirements that must be met. The Scrub-Jay is one that has significant requirements per the specifications including installation of an exclusionary silt fence around Scrub-Jay habitat detailed in the plans. **Issue:** The 100% plans only show basic silt fence placement along the corridor and do not depict any exclusionary silt fence placement. **Solution:** We recommend having the design team provide the exclusionary fence in the plans and note them the locations in the summary of quantities. Gopher Tortoise burrows are noted in the specifications with requirements of silt fence installation for burrow avoidance as instructed in Specifications 104. There is Eastern Indigo snake habitat noted in the specifications with requirements to implement standard protection measures published by the U.S. Fish and Wildlife. ***Value Added:*** Michael Conn is an industry leader in environmental rules and regulations as it pertains to endangered species in conflict with construction projects. Michael has worked with E&R on several major projects and has assisted our clients with reporting, relocation, and processing of required documentation of endangered species. As needed and at least quarterly, Michael will visit the project to ensure there are no environmental issues and perform QA inspections of the site and documentation to ensure compliance. Michael will also be available as need to help facilitate any discussions with Regulatory Agencies that are required to maintain project schedule.

Safety & Mobility: E&R promotes safety by making all staff responsible for safety reviews; meeting with the contractor prior to a new phase or traffic shift to assess plans for safe transition, construction zone access, appropriate MOT devices, etc.; and participating in contractor safety meetings. Safety & Mobility are discussed at every Progress Meeting. We are also keenly aware of monitoring the installation and maintenance of temporary barrier walls and crash cushions. We stress resolving safety issues timely to ensure safety is a priority. We work with the contractor to address safety and mobility issues through plan review/assessment, pre-implementation planning, inspection, performance monitoring, and providing feedback for making TTCP adjustments. We also ensure that there is a team focus on providing and maintaining safe and delineated pathways for bicyclists and pedestrians.

Quality Assurance: E&R is committed to quality and professional excellence. We have a tiered QA/QC process which starts on the project with staff meetings and review of upcoming work in the two-week look ahead, testing requirements and critical components for inspection. The second tier is our internal QA team of highly experienced industry professionals led by Ashley Vickers, PE, performing reviews to ensure compliance with all aspects of the project including field work, documentation, and final requirements with QA review reports provided to E&R management and PM Jose Fernandez. Lastly, E&R President Tony Mahfoud, PE will have an annual meeting with the Polk County Construction Management Team to discuss our performance and ensure the County is receiving the quality services E&R is committed to provide.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

SIMILAR PROJECT EXPERIENCE

Eisman & Russo, Inc. (E&R) is extremely proud of our record of past professional accomplishments and experience in Construction Engineering & Inspection services. We have successfully completed hundreds of CEI projects for the FDOT and Florida municipalities ranging upwards of $500 million in construction value.

Our CEI culture is to take ownership of a project, be a catalyst for solutions, and exercise good professional judgment making decisions and keeping the project moving; **we are comfortable using the "Engineering" in CEI**. We embrace Partnering as critical to success and have a clear history of partnering and being a catalyst to the construction process which can be evidenced on past projects by our contractors achieving incentives, completing projects on time and on budget and having virtually no claims. **We achieve this by identifying issues quickly and offering solutions much like was done to overcome utilities issues on SR 542 from 1st Street to Buckeye Loop Road project, one of the five projects featured in the following pages.**

SR 25 (US 27) FROM N OF SR 540 TO N OF KOKOMO RD, FDOT DISTRICT 1, POLK COUNTY

Client: FDOT District 1 **(Performance Survey Completed in Tab 8)**
Reference: Tracy Padula
Contact Information: 863.519.4110; Tracy.Padula@dot.state.fl.us
Date: 10/2022 to 11/2024

Project Description: E&R provided CEI services for this Design-Build project that included milling and resurfacing approximately 5.4 miles of SR 25 (US 27), intersection widening and adding a new traffic signal at CR 546 (Kokomo Rd), stormwater facilities, retro-fitting existing lighting, and reconstruction of shoulders throughout the project. This project included necessary utility relocations and coordination with local utilities and maintaining agencies.

Key Elements:

- Design-Build, design coordination
- 5.4 miles of milling and resurfacing
- New signalized intersection
- Shoulder reconstruction
- Utility relocations/coordination

Original Budget: $23.1 Million
Final Budget: $24 Million
Reason for Discrepancy, if any: FDOT changed project scope adding shoulders increasing cost by $766,000, and asphalt pavement quality incentives (CPFs) increased costs by $250,000
List of Time Extensions, if any: None. Finished on-time.

Proposed Key E&R Staff (Role):

- Ashley Vickers, PE, Sr. Project Engineer
- Gonzalo Silva, Asst Project Administrator
- Mike Huggins, Asst CSS
- John Mobley, Lead Sr Inspector

Subconsultant: 3G Engineering & Consulting

- Bobby Bandy, Inspector

US 27 AT SR 60, FDOT DISTRICT 1, POLK COUNTY

Client: FDOT District 1 **(Performance Survey Completed in Tab 8)**
Reference: Stacy Hill
Contact Information: 863.471.4852; Stacy.Hill@dot.state.fl.us
Date: 7/2020 to 4/2024

Project Description: E&R provided CEI services for the replacement of the US 27/SR 60 interchange with a Single Point Urban Interchange, widening over a mile of both US 27 and SR 60 to 6-lanes with bike lanes, sidewalks and closed drainage systems. US 27 pavement is 9" plain concrete on 4" Asphalt Base; two new ramps are 8.5" plain concrete pavement. SR 60 was asphalt widening and mill & resurface with overbuild and shifted about 50' north across US 27. Project additionally included replacement of the SR 60 bridge over US 27 with a 264', single span, weathering steel bridge as well as multiple types of retaining walls, a noise wall, full roadway lighting, new signals, two new ponds with impermeable liners, and frontage roads/realignment of local roads.

Key Elements:

- Extensive Coordination and Public Interaction with local residents and businesses to ensure access, minimize noise/dust, and provide detour notifications
- Facilitated an MOT change for two weekend closures of US 27 to set bridge beams saving 9 months, enhancing safety, and minimizing public impacts
- Facilitated changing the Central Ave intersection from 16 phases to 3 phases reducing time, improving quality, and enhancing safety
- Signals, roadway lighting, many overhead sign trusses
- 10 Utilities with significant relocations on the critical path (power lines, sanitary sewer, gas mains, fiber/cable)
- Signals, roadway lighting, overhead sign trusses
- 264' single-span, steel-beam bridge

Proposed Key E&R Staff (Role):

- Dan Foss, PE, Sr. Project Engineer
- Ben Harris, Project Administrator
- Taylor Harris, Sr. Inspector
- Jorge Rapozo, Sr. Inspector

Subconsultant: 3G Engineering & Consulting

Original Budget: $44.7 Million
Final Budget: $47.2 Million
Reason for Discrepancy, if any: Material Price Adjustments for inflation $1.5M; Fuel and Bit adjustments for inflation $800K, Hurricane Ian $100K
List of Time Extensions, if any: None. Assisted contractor in rephasing work and working out of phase to gain time on the schedule allowing the project to **finish 7 months early**

SR 542 FROM BUCKEYE LOOP RD TO US 27, FDOT DISTRICT 1, POLK COUNTY

Client: FDOT District 1 **(Performance Surveys Completed in Tab 8 for the *overall project* and the *utility work*)**
Reference: Jay Wolfe
Contact Information: 863.519.4126; Jay.Wolfe@dot.state.fl.us
Date: 8/2020 to 4/2023

Project Description: : E&R provided CEI services for widening SR 542 from 2 to 4 lanes with closed drainage, bike lanes and sidewalks. The project included replacement of two bridge box culverts, provided 4000' of new alignment, full roadway lighting, new/replaced signals, ITS and multiple types of walls both temporary and permanent including anchored, cantilever, MSE, gravity and a noise wall. Ten ponds were constructed, and 6 Utility Owners had major relocation work during construction.

The project included **$4.1M of utility work for the City of Winter Haven and Town of Dundee** for installation/replacement of water mains, force mains, and reclaimed water lines.

Key Elements:

- 3.7 miles widening from 2 to 4 lanes
- Amost 1 mile of new alignment
- 10 Ponds
- Signals and full roadway lighting
- Two bridge culvert replacements
- Jack & Bore of waterline crossings
- Multiple Utility Relocations
- Walls - permanent and temporary
- $4.1M UWHCA

Proposed Key E&R Staff (Role):

- Dan Foss, PE, Sr. Project Engineer
- John Mobley, Lead Sr. Inspector
- Taylor Harris, Sr. Inspector

Subconsultant: 3G Engineering & Consulting

- Bobby Bandy, Inspector

Original Budget: $43.6 Million; **Final Budget:** $46.1 Million
Reason for Discrepancy, if any: Material Price Adjustments for inflation $1.5M; Fuel and Bit adjustments for inflation $1.4M, Hurricane Ian $100K. **Decreases:** savings from Partnering with the Contractor on a $600k Contractor Savings Initiative (CSI).
List of Time Extensions, if any: None. Finished **5% ahead of time.**

"...share our appreciation on behalf of *Jr. Davis Construction Company, Inc.* We are extremely proud and appreciative of the opportunity to be the Contractor for this project and to have been part of such a great project team to successfully complete this project. From our perspective, all parties involved in the project truly participated as a team. The Department, Eisman & Russo, the EOR for the Department, the EOR for the local municipality utility relocations, the City of Winter Haven, the Town of Dundee, and each of the affected UAO's who had major relocation efforts in conjunction with our construction were always very cooperative and attentive to solving any issue or conflict that arose. All parties need to be commended on their efforts **and especially your team [E&R] that was the glue that kept everyone engaged and the team together** [emphasis added]. While we encountered many challenges, not a single one became contentious and everyone maintained a 'can do' attitude to find the best possible solution."

Heath Bunn
Operations Manager

Email 5/5/2023 from Heath Bunn to Dan Foss, E&R

SR 542 FROM 1ST STREET TO BUCKEYE LOOP ROAD
FDOT DISTRICT 1, POLK COUNTY

Client: FDOT District 1 **(Performance Surveys Completed in Tab 8 for the *overall project* and the *utility work*)**
Reference: Jay Wolfe
Contact Information: 863.519.4126; Jay.Wolfe@dot.state.fl.us
Date: 10/2018 to 8/2020

Project Description: E&R provided CEI for this 2.4 mile project to reconstruct to a 3-lane urban section with new curb & gutter, closed drainage, sidewalks and bike lanes. The eastern and western ends were widened with black base and the existing roadway milled & resurfaced with cross slope correction. The midsection (1.3 mile) was reconstructed, widened, realigned and grade raised. Successful in a heavily traveled corridor with vehicle, pedestrian and bicyclist in a constrained right-of-way with many businesses, medical facilities, schools, and residences. Also, protected one mile of pristine Lake Elbert shoreline and adjacent wetlands.

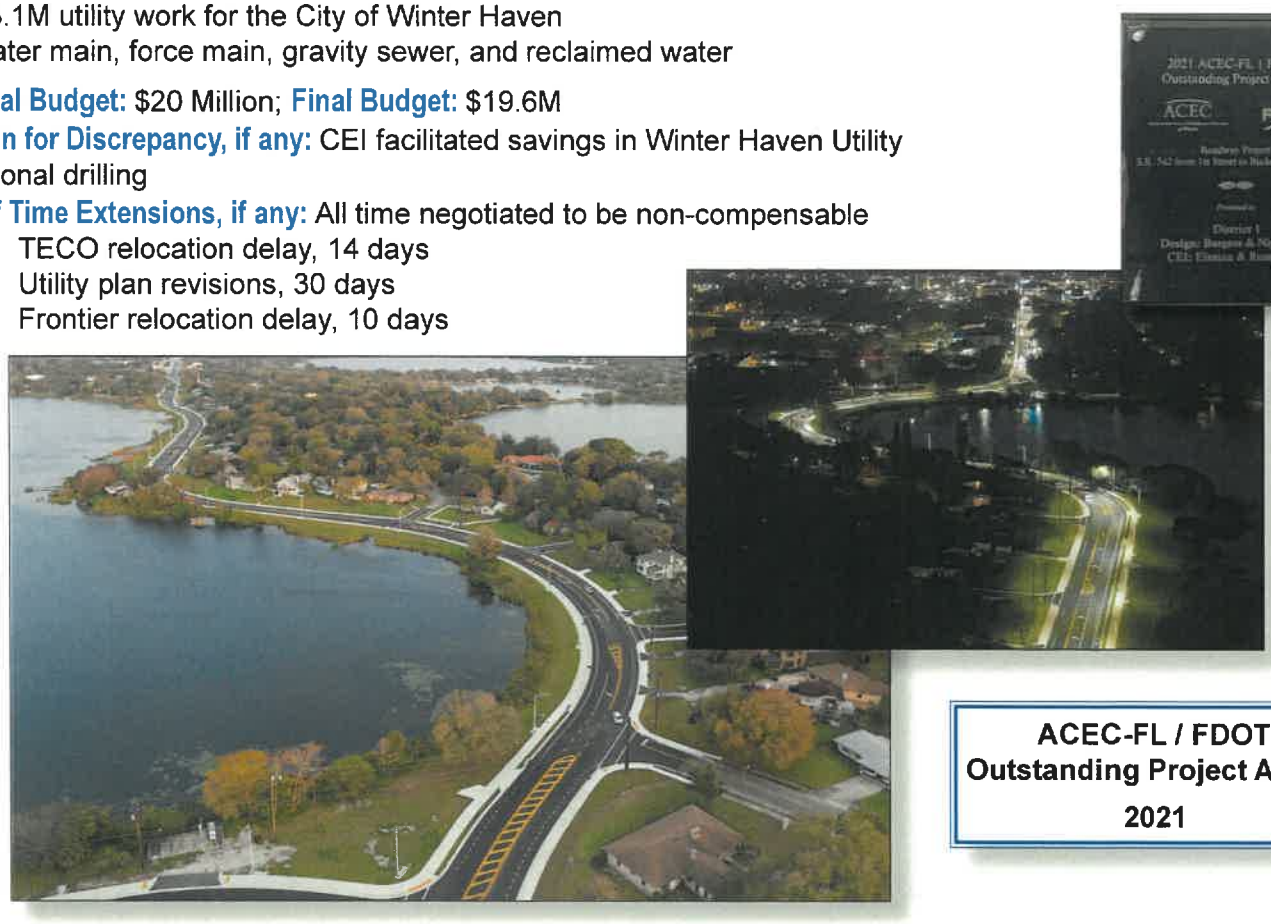
The project included **$3.1M in City of Winter Haven Utility** work installing new and removing existing water and sewer lines utilizing significant directional drilling.

Key Elements:
- Restricted ROW
- Environmental Concerns
- 9 typical sections to address high water table
- Historic District: Non-vibratory Compaction
- 5 Major Utilities
- Complex MOT, 12 phases, 87 typical sections, 20 detours, miles of pedestrian LCDs
- $3.1M utility work for the City of Winter Haven
- water main, force main, gravity sewer, and reclaimed water

Proposed Key E&R Staff (Role):
- Dan Foss, PE, Sr. Project Engineer
- Ben Harris, Utility Coordinator / Field Lead

Subconsultants: 3G Engineering & Consulting Services, Inc.

Original Budget: $20 Million; **Final Budget:** $19.6M
Reason for Discrepancy, if any: CEI facilitated savings in Winter Haven Utility directional drilling
List of Time Extensions, if any: All time negotiated to be non-compensable
- TECO relocation delay, 14 days
- Utility plan revisions, 30 days
- Frontier relocation delay, 10 days



ACEC-FL / FDOT Outstanding Project Award 2021

THE VILLAGES, GOLF CART PATH BRIDGES, BAXLEY TRAIL BRIDGES, AND ADDITIONAL PROJECTS

Client: The Villages
Reference: Tommy McDonough, Owner Representative
Contact Information: 352.267.4303

Eisman & Russo has provided on-going CEI services to The Villages in Sumter, Lake and Marion counties since 2005.

Golf Cart Path Bridges Project Description: The Villages golf cart path bridge project included three bridges which cross Florida state highways; one is over Florida's Turnpike Enterprise, south of US 301, and two are over SR 44 at Meggison Rd and at Morse Blvd at locations 3 miles apart. The bridges are single-span trusses made from uncoated weathering steel supported by tall abutments founded on steel H-piles. Span lengths range from 232' to 292'. The riding surface is reinforced concrete, 15' wide with curbs, and sides are enclosed by stainless steel mesh panels. Aesthetic features include decorative lighting, lighted logo ("The Villages"), precast concrete towers 60' tall at each abutment with stone veneers. Approach ramps at the bridge ends are supported by stacked-block retaining walls and feature pedestrian ramps separated from the cart path.

Project Cost: $20 Million

Date: 2/2019 to 6/2021

Baxley Trail Bridges Project Description: Contract consists of new four lane divided vehicular bridge construction with a fence-enclosed connectivity path that crosses SR 91 (Florida's Turnpike). The project includes but is not limited to removal of the existing Bailey Road bridge, construction of new bridge superstructure, bridge substructure, 24" closed end steel pipe pile, test piles, retaining walls, bridge approach slabs, bridge traffic railings, drainage, embankment, stabilization, base, structural & friction course asphalt, guardrail and pavement markings.

Project Cost: $10.6 Million

Date: 4/2021 to 6/2023

Additional Projects:

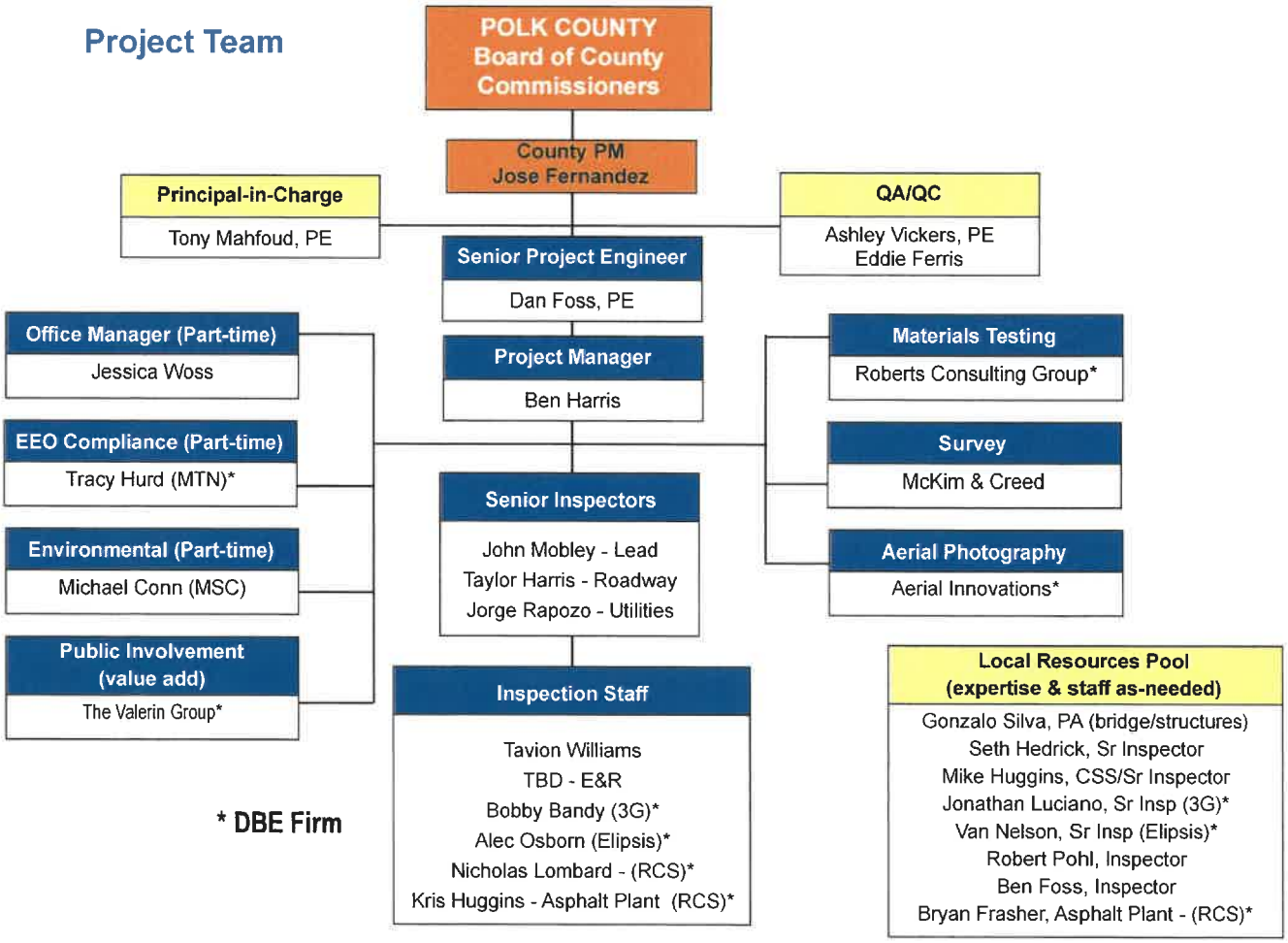
- Inwood Multi-Use Path, Polk County, $1.1M, 6/2021 to 2/2022
- CR 468 from SR 44 to US 301 Widening, 4/2014 to 3/2016
- US 301 Widening, City of Wildwood, 4/2010 to 6/2012

QUALIFICATIONS & EXPERIENCE

PROJECT TEAM

The Eisman & Russo, Inc. (E&R) project team, together with our subconsultants 3G Engineering & Consulting (DBE); Elipsis Engineering and Consulting (DBE); MTN Resources (DBE); MSC Environmental Services; The Valerin Group (DBE); Roberts Consulting Group (DBE); McKim & Creed; and Aerial Innovations (DBE), has the expertise and technical education required to address all the needs associated with the successful construction completion of the Thompson Nursery Road Project. The organizational structure established for this project has been specifically geared to maximize efficiency. Our project team consists of talented and flexible personnel almost exclusively located in Polk County. We understand the importance of delivering a high-quality product, meeting budget and adhering to schedule deadlines. This staff is cross-trained and will to work as required and/or adjust to meet the County's needs. Our team is led by Senior Project Engineer Dan Foss, PE who has completed multiple similar projects in and around Polk County, and Ben Harris, who has extensive project management experience. **Dan and Ben will be available beginning August 2025 to ensure smooth project start-up and effective and efficient project manaement throughout the duration.**

Project Team



Being proactive from the start and researching plans for constructability issues and working with the designer, contractor and Polk County is the only way to streamline the construction process, achieve success, and keep any potential premium work to a minimum. This proactive approach will include looking for cost savings through innovative solutions. In addition, our CEI team will be flexible to allow working together to resolve issues with the contractor and the design plans while obtaining necessary project documentation.

Our quality services to Polk County begin by providing quality staff, equipped with the proper training, experience, tools, and availability for the assigned task. In addition, we keep a focus on communication and mentoring is needed to keep the project management and inspectors performing at a top level and continue their training.

Accurate documentation of events from pre-construction to final project acceptance is crucial for contract closeout. Documentation will consist of field books, invoices, quantity tickets, cross sections and profiles, inspector dailies, photographic record of construction events, and similar other materials. Our team understands the need to maintain compliance with contract agreements and to provide documentation of construction inspection materials sampling and testing and administrative activities during reviews and audits.

STAFF EXPERTISE

The E&R team members have all of the required technical education and training to perform Construction Engineering & Inspection (CEI) services for Polk County. Our staff is qualified in asphalt paving, concrete paving, earthwork, stormwater, maintenance of traffic, pile driving and drilled shafts as demonstrated in the CTQP/Training Matrix to the right.

Resumes including project experience and credentials of key team members are in the final pages of this section.

KEY STAFF AVAILABILITY

The majority of our CEI project **team members are due to complete SR 60 in Bartow in August 2025** and will be fully available to start this project on Day One.

A complete description of our current and future projected workload is discussed in *Tab 7 - Timely Completion of Projects*.

Project Team CTQP Certifications

	Dan Foss, PE - SPE	Ben Harris - PA	John Mobley - Sr Insp	Taylor Harris - Sr Insp	Jorge Rapozo - Sr Insp	Tavion Williams - Insp	Bobby Bandy - Insp	Alec Osborn - Insp	Nicholas Lombard - Insp	Kris Huggins- Asphalt Plant	Gonzalo Silva - PA	Seth Hedrick - Sr Insp	Mike Huggins - CSS/ SI
Years Experience	37	26	28	5	5	<1	2	5	8	5	17	7	7
QC Manager	■	■											■
Asphalt Paving I		■	■	■	■	R	■	■	■	■	■	■	■
Asphalt Paving II		■	■	■	■		■	■	■	■	■	■	■
Earthwork Level I		■	■	■	■	R	■	■	■	■	■	■	■
Earthwork Level II		■	■	■	■		■		■	■	■	■	■
Concrete Field Tech I			■	■	■		■	R	■	P	■	■	■
Concrete Field Tech II			■								■		
Final Estimates Level I		■	■	■	■		■	■	■	■	■	■	■
Final Estimates Level II		■	■								■	■	■
Drilled Shaft Inspection			P		P				■		■		■
Pile Driving Inspection					P						■		■
ACI Field Testing Tech I			■	■	■		■		■	P	■	■	■
Nuclear Safety		■	■	■	■		■	■	■	■	■	■	■
Critical Structures		■			■			■	■	■	■		
Stormwater Control		■	■	■	■	R	■		■		■	■	■
Adv / Int MOT	A	A	A	A	A	A	A	R	A	A	A	A	A

P = Pending; R = Registered

OFFICE LOCATION

E&R has had a steady presesence in Polk County for nearly seven years. Our current office location is at 301 S. Woodlawn Ave in the City of Bartow with 15 full-time CEI staff.

SUBCONSULTANTS

Our project team includes supporting service from the below listed firms and doing business in their respective disciplines for the FDOT and other municipalities and appropriately certified and licensed for their specialties. (*Copies of DBE certifications are in Tab 5).

SUBCONSULTANT TEAM MEMBERS (DBE*)

Firm	Address/ Phone	Service
3G Engineering & Consulting Services*	10244 E Colonial Dr, #112, Orlando, FL 32817 (407.437.2623)	CEI
Elipsis Engineering and Consulting, LLC*	6790 New Tampa Hwy, Lakeland, FL 33815 (407.982.7275)	CEI
MTN Resources, LLC*	719 Laurel Way, Casselberry, FL 32707 (407.756.6165)	EEO Compliance
MSC Environmental Services, LLC	1069 Eisenhower Drive, Nokomis, FL (941.587.7817)	Environmental
The Valerin Group, Inc.*	13014 N Dale Mabry Hwy, Tampa, FL (813.751.0478)	Public Involvement
Roberts Consulting Group*	117 Quailwood Dr, Winter Haven, FL 33880 (863.412.2533)	Materials/CEI/Asphalt
McKim & Creed	1365 Hamlet Avenue, FL (727.442.7196)	Survey
Aerial Innovations, Inc.*	3703 W. Azeele Street, Tampa, FL 33609 (813.254.7339)	Aerial Photography

Eisman & Russo CONSULTING ENGINEERS

Daniel Foss, PE
Senior Project Engineer

AREA OF EXPERTISE
Construction Engineering and Inspection

YEARS OF EXPERIENCE
38 Years

EDUCATION
Master of Business Administration (MBA), University of Delaware, 1994
BS, Civil & Environmental Engineering, University of Wisconsin, 1986

PROFESSIONAL REGISTRATION
Professional Engineer, Florida No. 51602, 4/11/1997

TIN: F20017963

CTQP CERTIFICATIONS
QC Manager

OTHER CERTIFICATIONS / TRAINING
Advanced MOT
Critical Structures Construction Issues
FDOT Leadership & Graduate Leadership Academy (120 hours)
National Highway Institute, Value Engineering Workshop (32 hours)
US DOA, Graduate School, Creativity, Problem Solving, and Change (20 hours)
FDOT, Value Engineer's Workshop for Functional based Analysis (12 hours)
Leadership Dynamics, Faultless Facilitation (16 hours)

Mr. Foss has 38 years of experience having served in positions within the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), and as a consultant with responsibilities for planning and environment, design, quality initiatives, and construction engineering and inspection (CEI) as well as construction management resulting in a broad range of experience including design of major roadway expansions, design of new alignment toll road, planning and construction of ITS, construction contract development, CEI, General Engineering Consultant (GEC) management, and significant experience with alternative delivery methods.

Project Experience

SR 60 from CR 555 to Broadway Ave and from E Van Fleet Rd to Peace River Overflow Bridges, District 1, Polk County. Senior Project Engineer. E&R is providing CEI services for 2.3 miles of milling and resurfacing, high friction surface treatment, sidewalk, guardrail, drainage, bridge repairs, lighting and signalization. The project is high profile and requires significant coordination because it is adjacent to the District 1 Headquarters in Bartow and includes reconfiguration of one of the entrances to the District Office. 12/2024 to Est. Completion: 7/2025. Est. Construction Cost: $8.3M. (Reference: Jay Wolfe, 863-519-4126)

SR 25 (US 27) from S of Tower St to N of Tower St and from Shoreline Dr to Davis & Gaines Rd, District 1, Polk County. Senior Project Engineer. E&R is providing CEI services for 6.5 miles of milling and resurfacing with shoulder widening, keyhole widening, turn lane and directional median improvements, drainage, signal improvements, sidewalk, and landscaping. The project also includes a new concrete pavement intersection at US 27 and Tower St./ Dal Hall Blvd. 11/2024 to Est. Completion 12/2025. Est. Construction Cost: $27.8M (Reference: Stacy Hill 863-471-4852)

SR 25 (US 27) at SR 60, District 1, Polk County. Senior Project Engineer. E&R provided CEI services for the replacement of the US 27/SR 60 interchange with a Single Point Urban Interchange, widening over a mile of both US 27 and SR 60 to 6-lanes with 7' buffered bike lanes, sidewalks and closed drainage systems. US 27 pavement is a 9" plain concrete on 4" of Asphalt Base; two new ramps are 8.5" plain concrete pavement. SR 60 asphalt widening and mill & resurface with overbuild and shifted about 50' north across US 27. Project additionally included replacement of the SR 60 bridge over US 27 with a 264', single span, weathering steel bridge as well as 16 walls of varying types including temporary and permanent Sheet Pile, Wire Reinforcement Walls, Retaining Walls, Noise Wall and MSE Walls, full roadway lighting, new signals, two new ponds with impermeable liners, and frontage roads/realignment of local roads. FM No. 41924345201. Construction Cost: $47.2M. 7/2020 to 4/2024. (Reference: Stacy Hill, 863.471.4852)

SR 542 from Buckeye Loop Rd to US 27, District 1, Polk County. Senior Project Engineer. E&R provided CEI services for the widening of SR 542 from 2 to 4 lanes with closed drainage, bike lanes and sidewalks. The project included the replacement of two bridge box culverts, provides 4000' of new alignment, full roadway lighting with 157 poles, new/replaced signals, ITS, 10 new ponds and multiple types of walls both temporary and permanent including anchored, cantilever, MSE, gravity and a noise wall. Ten ponds were constructed, and 6 utilities were relocated during construction including UWHCA work for two local agencies for installation/replacement of waterlines, sewer lines and reuse lines. FM No. 41066635201. Construction Cost: $46.1M. 8/2020 to 4/2023. (Reference: Jay Wolfe, 863.519.4126)

Inwood Multi-Use Path Project, Avenue South to West Lake Cannon Drive, Polk County. Quality Assurance/Quality Control. This FDOT LAP funded multi-use path project included 0.94 miles of 10' wide asphalt and 0.40 miles of 5' wide concrete sidewalk, ADA upgrades, drainage improvements, signing & pavement markings, and installation of two solar-powered flashing beacons. Construction Cost: $1.13M. *Polk County #20-110.* 6/2021 to 2/2022. (Reference: William Lorenzo, PE, 863.535.2286)

SR 542 from 1st Street to Buckeye Loop Road, District 1, Polk County. Senior Project Engineer. Eisman & Russo provided CEI for this 2.4 mile project to reconstruct to a 3-lane urban section with new curb & gutter, closed drainage, sidewalks and bike lanes. The eastern and western ends were widened with black base and the existing roadway milled & resurfaced with cross slope correction. The midsection (1.3 mile) was reconstructed, widened, realigned and grade raised. The project included a $3.1M UWHCA with the City of Winter Haven to install new, remove existing water and sewer lines. ***The project received a 2021 ACEC-FL / FDOT Outstanding Project Award (Roadway).*** Construction Cost: $19.6M. 10/2018 to 12/2020. (Reference: Jay Wolfe, 863.519.4126)

Eisman & Russo CONSULTING ENGINEERS

Benjamin Harris
Project Manager

AREA OF EXPERTISE
Construction Engineering and Inspection

YEARS OF EXPERIENCE
27 Years

EDUCATION
AA, Polk State College, Lakeland, FL, 2015
BS, Civil Engineering, University of South Florida, Tampa, FL, 2016

TIN: H62007677

CTQP CERTIFICATIONS
Asphalt Paving 1 & 2
Earthwork Level 1 & 2
Final Estimates Level 1 & 2
QC Manager

OTHER CERTIFICATIONS / TRAINING
Advanced MOT
Nuclear Safety
Hazmat
FDEP Stormwater Inspector
Critical Structures Construction Issues

Mr. Harris has 27 years of experience in federal, state, and municipal construction project management including oversight of major road, bridge, interstate and interchange construction projects. He worked as an Operations Manager and as a Construction Manager for the FDOT. His proactive approach to dealing with challenging contracts allows him to bring projects to a successful completion within allowable time and with minimal cost overruns. Ben has worked on diverse types of contracts including design/build contracts for widening 6 miles of US 27 in Polk County and the I-4 @ SR 559 Design/Build Interchange project. He has managed several roadway widening projects. He also has substantial emergency repair experience including Pine Island Causeway, Sanibel Causeway, and 70 roadway repair tasks resulting from Hurricane Ian damage and SR 60 emergency restoration of major roadway damage from Hurricane Charley, as well as several emergency contracts for restoring damage to bridges and drainage systems from Hurricane Wilma and Tropical Storm Fay.

Project Experience

SR 60 from CR 555 to Broadway Ave and from E Van Fleet Rd to Peace River Overflow Bridges, District 1, Polk County. Project Administrator. E&R is providing CEI services for 2.3 miles of milling and resurfacing, high friction surface treatment, sidewalk, guardrail, drainage, bridge repairs, lighting and signalization. The project is high profile and requires significant coordination because it is adjacent to the District 1 Headquarters in Bartow and includes reconfiguration of one of the entrances to the District Office. 12/2024 to Est. Completion: 7/2025. Est. Construction Cost: $8.3M. (Reference: Jay Wolfe, 863-519-4126)

US 27 at SR 60, FDOT District 1, Polk County. Project Administrator. E&R provided CEI services for the replacement of the US 27/SR 60 interchange with a Single Point Urban Interchange, widening over a mile of both US 27 and SR 60 to 6-lanes with 7' buffered bike lanes, sidewalks and closed drainage systems. US 27 pavement is a 9" plain concrete on 4" of Asphalt Base; two new ramps are 8.5" plain concrete pavement. SR 60 asphalt widening and mill & resurface with overbuild and shifted about 50' north across US 27. Project additionally included replacement of the SR 60 bridge over US 27 with a 264', single span, weathering steel bridge as well as 16 walls of varying types including temporary and permanent Sheet Pile, Wire Reinforcement Walls, Retaining Walls, Noise Wall and MSE Walls, full roadway lighting, new signals, two new ponds with impermeable liners, and frontage roads/realignment of local roads. Construction Cost: $47.2M. 7/2020 to 4/2024. (Reference: Stacy Hill, 863.471.4852)

C-478 Safety Improvement LAP Project, Sumter County. QA/QC. E&R provided CEI Services for this Federally-funded LAP project that included approximately 1.1 miles of roadway safety improvements to mill & resurface, correct cross-slope, addition of 5-ft. paved shoulders (8-ft total shoulder), driveway reconstruction, regrade soil adjacent to roadway, thermoplastic striping, installing centerline and edge line profiled thermoplastic markings, and signing including new intersection warning, grade crossing advance warning, double-sided chevron alignment, and curve/speed advisory signs. Drainage improvements were limited to regrading roadside swales. 5/2020 to 10/2020. Construction Cost: $785,165.23 (Reference: Steven Cohoon, PE, 352.689.4400)

SR 542 from 1st Street to Buckeye Loop Road, District 1, Polk County. Project Administrator. Eisman & Russo provided CEI for this 2.4 mile project to reconstruct to a 3-lane urban section with new curb & gutter, closed drainage, sidewalks and bike lanes. The eastern and western ends were widened with black base and the existing roadway milled & resurfaced with cross slope correction. The midsection (1.3 mile) was reconstructed, widened, realigned and grade raised. The project included a $3.1M UWHCA with the City of Winter Haven to install new, remove existing water and sewer lines. ***The project received a 2021 ACEC-FL / FDOT Outstanding Project Award (Roadway).*** Construction Cost: $19.6M. 10/2018 to 12/2020. (Reference: Jay Wolfe, 863.519.4126)

Sumter County Bridge Rehabilitation Projects, Small County Outreach Project (SCOP), Sumter County. Project Administrator/CSS. The contract consisted of repair and rehabilitation of four bridges on rural, two lane county roads over Withlacoochee and Jumper rivers as well as the Lake Panasoffkee Outlet. All work required continuous accessibility with closures limited to one-lane of traffic. Repair and rehabilitation activities included bridge sub- and superstructure spall repairs, joint seals, structural weld repairs, anchor bolt nut replacements, expansion joint seals, riprap, bridge coatings, and slope protection. FIN Nos. 41905815401, 43746515401, 43746615401, 43746715401. 3/2019 to 7/2019. (Reference: Shailesh Patel, PE, Asst. County Engineer, 352.689.4400)

Tracy Hurd

Compliance Specialist (CS)

EDUCATION
- H.S. Diploma, Lake Howell High School, Winter Park, FL, 1995

YEARS IN PRACTICE 9.5

TRAINING
- FDOT D5 Compliance Training, 2018-2014
- MTN Resources CCCA Review Training, 2016

PROGRAMS
- Microsoft Office (PowerPoint, Word, Excel, Access, Outlook, Teams)
- Electronic Certified Payroll Systems (LCP Tracker and Elations)
- FDOT Systems (EOC, LAPIT, GAP, EDMS, CARS, Project Solve)
- Adobe Acrobat

TIN# H630801777260

PROJECT EXPERIENCE:

FDOT District 7 Districtwide Construction Compliance Services – Task Work Orders *Mary Blasewitz, FDOT, 813-242-2459*

Prime MTN Resources (Contract BED000) *(03/2022-Current)*

Prime MTN Resources (Contract BE726) *(04/2019-03/2022)*

Local Agency Program (LAP) Federal Compliance Oversight. Monitors Districtwide LAP program and conducting Construction Contract Compliance Administrative (CCCA) Reviews in representation of FDOT D7 to ensure federal compliance provisions (including EEO, Wages, DBE, OJT) are being properly monitored by the Local Agency and/or designated RCS consultant using an electronic file platform. Duties include: Maintains CCCA Review project tracking sheet; Organizes electronic project file submittals from Local Agencies for electronic CCCA Reviews; Conducts CCCA review on document submittals; Drafts communications and review comments for transmittal to Local Agencies by DCCM; Reviews Local Agency responses and drafts responses; Monitors Local Agency uploads to LAPIT and Contractor entries to EOC; Prepares for Districtwide Local Agency Compliance Trainings including; invite list, informational flyer, sign in sheet, update Power Point presentation, purchase supplies, set up training room, assist with attendee check-in; Participates in monthly District Compliance LAP meeting and prepares meeting minutes. Monitored **27 LAP projects** to date: **TWO 39 437807-1-62-65; TWO 40 437648-1-62-65; TWO 42 436711-1-62- 65; TWO 43 436710-1-58-01; TWO 45 438022-1-62-65; TWO 46 439697-1-58-01; TWO 47 438772-1-62-65; TWO 48 424564-7-58-01; TWO 51 436709-1-62-65; TWO 52 436712-1- 62-65; TWO 53 FPID 439412-1-62-65; TWO 54 FPID 436713-1-62-65; TWO 55 FPID 439691- 1-62-65; TWO 56 FPID 439692-1-62-65; TWO 57 FPID 439696-1-62-65; TWO 58 FPID 439476-2-62-65; TWO 61 FPID 434496-1-62-65; TWO 63 FPID 437246-1-58-01; TWO 64 FPID 436639-1-58-01; TWO 67 FPID 443600-1-58-01; TWO 84 FPID 439481-1-62-65; TWO 85 FPID 433699-1-62-65.**(11/2020–Current)

Construction Compliance Specialist. Monitors all construction contract compliance requirements, including EEO, Wages, DBE, and OJT. Attends pre-con meeting, coordinates with Contractor on submittals, reviews and analyzes data, tracks all compliance criteria for accuracy and timeliness of submittals, conducts board inspections, conducts labor interviews, tracks and reports DBE participations, monitors trainees, coordinates with CEI team, reviews daily field reports to ensure accuracy and completeness of compliance documentation. 4 project assignments to date.

- **TWO 10/TWO 49 - FPID 422904-2-52-01–I-275-E&R10-Howard Franklin Bridge Replacement**; Construction Cost $864,929,000.00. (10/2020-03/2023)
- **TWO 03/TWO 07,08,09 - FPID 428953-1-62-01–T7408 - I-75 (SR 93A) from WB SR 60 Entrance Ramp to south of CSX RR/ CR 574; TWO 08 - FPID 428955-1-62-01–T7408 - I-75 (SR 93A) and SR 60 from south of SR 60 at Slip Ramp to south of CSX Bridge 100471; TWO 09–FPID 428956-1-62-01–T7408–I-75 (SR 93A from south of Selmon Expressway Overpass to north of SR 60.** (06/2021-02/2022)

Michael Conn
MSC Environmental, LLC.
Project Manager/Senior Scientist

EXPERIENCE:
21Years

EDUCATION:
BA, Environmental Science, Hobart College, 1997

TRAINING & QUALIFICATIONS:
FDEP Certified Stormwater, Erosion and Sediment Inspector

MSHA Certified

NAUI Certified Nitrox Diver

As a Senior Environmental Scientist, Michael has extensive experience providing environmental support to Construction Engineering and Inspection (CEI) firms during the construction of linear transportation projects for the FDOT and local municipalities. This work necessitates familiarity with State, local, and federal environmental resource permit regulations, NPDES requirements, protected species regulations, and erosion and sediment control best management practices. Michael has four years of direct regulatory experience with the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (ACOE) where he worked on a variety of tasks involving permit applications for impacts to wetlands, surface waters, and state-owned submerged lands, as well as permit applications to safeguard compliance with Section 10 of the Rivers and Harbors Act, Section 404 of the Clean Water Act, and the Endangered Species Act.

FDOT District 1, SR-82 from Shawnee Road to Alabama Road, Lee County, FL

Michael served as Senior Scientist in support of the CEI team, overseeing all environmental components of the widening of SR-82 in this location. He conducted routine inspections and provided recommendations to maintain compliance ERP, NPDES permit compliance. Michael also performed preliminary Northern caracara nest monitoring and coordinated with the U.S. Fish and Wildlife Service and South Florida Water Management District (SFWMD). Scott Woss, Eisman Russo, 239-699-7588, FPID 425841-2-52-01. Start 6/2019 End: 10/2020

FDOT District 1, SR 82 for 3.2 miles from Gator Slough Lane to SR 29, Collier County, FL

Michael provides support to the CEI team, overseeing environmental components of the project. He conducts routine inspections and delivers subsequent recommendations to the Project Administrator. Multiple wetlands, surface waters, and protected wildlife species are present within project corridor that require continued attention and additional protection measures. Felipe Baez-De La Cruz, AIM Engineering & Surveying, Inc., FPID: 430849-1-62-01, Start: 11/2019 End: 7/24/2021

FDOT District 1, SR-82 from Shawnee to Alabama, Lee County, FL

Michael served as Senior Scientist in support of the CEI team, overseeing all environmental components of the widening of SR-82 in this location. He conducted routine inspections and provided recommendations to maintain compliance ERP, NPDES permit compliance. Michael also performed preliminary Northern caracara nest monitoring and coordinated with the U.S. Fish and Wildlife Service and South Florida Water Management District (SFWMD) to modify the ERP to reflect current caracara protective measures. James DeLisle, KCI Technologies, Inc., 239-223-1664, FPID 425841-3-62-01, 425841-4-62-01 and 425841-6-62-01 Start 7/9/2018 End 5/14/2021

FDOT District 1, Interchange Reconstruction at I-75 and U.S. 301, Manatee County, FL

Michael is currently serving as the Senior Scientist in support of the CEI team to oversee all environmental components of the project during construction. He participates in weekly FDOT and CEI team progress meetings with the roadway contractor to discuss project status, site conditions and potential impacts of upcoming work. He performs periodic project site inspections to ensure compliance with the Southwest Florida Water Management District (SWFWMD) and USACE environmental resource permits and the erosion and sediment control plan. Edwin Santana, Metric Engineering, 941-960-2179, FPID 201032-5-52-01, 201032-5-56-01, 201032-5-56-02, Start: 3/2021 End: Ongoing

Eisman & Russo CONSULTING ENGINEERS

John Mobley
Lead Senior Inspector

AREA OF EXPERTISE
Construction Engineering and Inspection

YEARS OF EXPERIENCE
29 Years

EDUCATION
High School Diploma, Evans High School, Orlando, FL 1988

TIN: M14043669

CTQP CERTIFICATIONS
Asphalt Paving Level 1 & 2
Concrete Field Tech Level 1 & 2
Earthwork Level 1 & 2
Drilled Shaft (*Pending experience*)
Final Estimates Level 1 & 2

OTHER CERTIFICATIONS / TRAINING
ACI Field Testing Tech Level 1
ACI Concrete Transportation Construction Inspector (CTCI)
Advanced MOT
Nuclear Safety
Hazmat
FDEP Stormwater Inspector
IMSA Traffic Signal Insp Level 1

Mr. Mobley has held positions involving all aspects of roadway and bridge inspection, including asphalt and concrete paving, earthwork and drainage construction, surcharge of sinkholes, MSE walls, drilled shaft foundations and audible striping. He has managed field inspection staff to ensure appropriate coverage of operations, quality inspection services and accurate documentation. Mr. Mobley had prior experience as a Quality Control inspector, commercial materials testing and soils lab technician.

Project Experience

SR 35 (US 17) from 9th Street NW to N of Oak Hammock Loop, District 1, Polk County. Assistant Project Administrator/Lead Senior Inspector. This 7.5 mile milling and resurfacing project includes widening for inside shoulders, keyhole bike lanes and turn lanes, and overbuild to correct cross slope. The project also provides signalization upgrades, sidewalk replacement, bus boarding and alignment pads, and median reconstruction. 1/2025 to Est. Completion 1/2026. Est Construction Cost: $16.1 Million (Reference: Jay Wolfe, 863-519-4126)

SR 25 (US 27) from N of SR 540 to N of Kokomo Rd, Design-Build, District 1, Polk County. Lead Senior Inspector. E&R provided CEI services for this Design-Build project that included milling and resurfacing approximately 5.4 miles of SR 25 (US 27), intersection widening and adding a new traffic signal at CR 546 (Kokomo Rd), stormwater facilities, signing and pavement marking, lighting, and reconstruction of shoulders and sidewalk. 10/2022 to 11/2024. Construction Cost: $24M. (Reference: Tracy Padula, 863.519.4110)

US 27 at SR 60, District 1, Polk County. Assistant Project Administrator. E&R provided CEI services for the replacement of the US 27/SR 60 interchange with a Single Point Urban Interchange, widening over a mile of both US 27 and SR 60 to 6-lanes with 7' buffered bike lanes, sidewalks and closed drainage systems. US 27 pavement is a 9" plain concrete on 4" of Asphalt Base; two new ramps are 8.5" plain concrete pavement. SR 60 asphalt widening and mill & resurface with overbuild and shifted about 50' north across US 27. Project additionally included replacement of the SR 60 bridge over US 27 with a 264', single span, weathering steel bridge as well as 16 walls of varying types including temporary and permanent Sheet Pile, Wire Reinforcement Walls, Retaining Walls, Noise Wall and MSE Walls, full roadway lighting, new signals, two new ponds with impermeable liners, and frontage roads/realignment of local roads. FM No. 41924345201. Construction Cost: $47.2M. 7/2020 to 10/2022. (Reference: Stacy Hill, 863.471.4852)

SR 542 from Buckeye Loop Rd. to US 27, District 1, Polk County. Lead Senior Inspector. E&R provided CEI services for the widening of SR 542 from 2 to 4 lanes with closed drainage, bike lanes and sidewalks. The project included the replacement of two bridge box culverts, provides 4000' of new alignment, full roadway lighting with 157 poles, new/replaced signals, ITS and multiple types of walls both temporary and permanent including anchored, cantilever, MSE, gravity and a noise wall. Ten ponds were constructed, and 6 utilities had relocation work during construction including UWHCA work for two local agency utilities for installation/replacement of water lines, sewer lines and reuse lines. FM No. 41066635201. Construction Cost: $46.1. 8/2020 to 4/2023. (Reference: Jay Wolfe, 863.519.4126)

SR 542 from 1st Street to Buckeye Loop Road, District 1, Polk County. Lead Senior Inspector. Eisman & Russo provided CEI for this 2.4 mile project to reconstruct to a 3-lane urban section with new curb & gutter, closed drainage, sidewalks and bike lanes. The eastern and western ends were widened with black base and the existing roadway milled & resurfaced with cross slope correction. The midsection (1.3 mile) was reconstructed, widened, realigned and grade raised. The project included a UWHCA with the City of Winter Haven to install new, remove existing water and sewer lines utilizing significant directional drilling. The corridor is heavily traveled by vehicle, pedestrian and bicyclist in a constrained right-of-way with many businesses, medical facilities, schools, and residences. ***The project received a 2021 ACEC-FL / FDOT Outstanding Project Award (Roadway).*** FM No. 41066625201. Construction Cost: $19.6M. 5/2019 to 12/2020. (Reference: Jay Wolfe, 863.519.4126)

Eisman & Russo CONSULTING ENGINEERS

Taylor Harris
Senior Inspector – Roadway

AREA OF EXPERTISE
Construction Engineering and Inspection

YEARS OF EXPERIENCE
6 Years

EDUCATION
High School Diploma, Penn Foster High School, 2018

TIN: H62081699

CTQP CERTIFICATIONS
Asphalt Paving Level 1 & 2
Concrete Field Level 1
Earthwork Level 1 & 2
Final Estimates Level 1

OTHER CERTIFICATIONS / TRAINING
ACI Field Testing Tech Level 1
Advanced MOT
Nuclear Safety
Hazmat
FDEP Stormwater Inspector
MSE Wall

Mr. Harris has 6 years of experience in surveying and construction, specializing in roadway projects. He started at E&R in 2021 as an Inspector Aide, advanced to Inspector and now Senior Inspector due to his skills and dedication. He has earned the necessary certifications and training to conduct field inspections for FDOT and municipal projects. Before joining E&R, he gained hands-on experience in GPS data collection and worked as a grade checker and equipment operator for a major civil construction company.

Project Experience

SR 60 from CR 555 to Broadway Ave and from E Van Fleet Rd to Peace River Overflow Bridges, District 1, Polk County. Senior Inspector. E&R is providing CEI services for 2.3 miles of milling and resurfacing, high friction surface treatment, sidewalk, guardrail, drainage, bridge repairs, lighting and signalization. The project is high profile and requires significant coordination because it is adjacent to the District 1 Headquarters in Bartow and includes reconfiguration of one of the entrances to the District Office. 12/2024 to Est. Completion: 7/2025. Est. Construction Cost: $8.3M. (Reference: Jay Wolfe, 863-519-4126)

Group 243, FDOT District 5, Lake and Sumter County, FL. Inspector. E&R is providing CEI services on this six project grouping that includes SR25/US 27 from Lake Louisa Road to Cluster Oak Dr (447094-1) This project consists of milling and resurfacing of a six lane road, turn lanes, signal improvements, sidewalk and ADA ramp improvements, and signing and pavement markings.. Construction Cost: $30M. 5/2024 to Est. Completion 3/2025. (Reference: Karen Madrid, 352.326.7736)

SR 25/US 27 at SR 60, FDOT District 1, Polk County. Inspector. E&R provided CEI services for the replacement of the US 27/SR 60 interchange with a Single Point Urban Interchange, widening over a mile of both US 27 and SR 60 to 6-lanes with 7' buffered bike lanes, sidewalks and closed drainage systems. US 27 pavement is a 9" plain concrete on 4" of Asphalt Base; two new ramps are 8.5" plain concrete pavement. SR 60 asphalt widening and mill & resurface with overbuild and shifted about 50' north across US 27. Project additionally included replacement of the SR 60 bridge over US 27 with a 264', single span, weathering steel bridge as well as 16 walls of varying types including temporary and permanent Sheet Pile, Wire Reinforcement Walls, Retaining Walls, Noise Wall and MSE Walls, full roadway lighting, new signals, two new ponds with impermeable liners, and frontage roads/realignment of local roads. FM No. 41924345201. Construction Cost: $47.2M. 7/2020 to 4/2024. (Reference: Stacy Hill, 863.471.4852)

Hurricane Ian Damage Repairs, District 1, Lee County. Inspector. Provided construction oversight and inspection for 2 Hurricane Recovery Contracts: 1) **Pine Island Causeway Temporary Repairs** (H1I11 TWO #01), repairs of roadway and bridge approaches restoring access to traffic in 3 days. FM No. 4519371G201. Cost: $5M, 9/2022 to 10/2022; and 2) **Districtwide Roadway Repairs** (H1I08) with 68 TWOs throughout District 1 ranging from small tasks completed in a week to $1M tasks taking several months to complete. Cost: $6.5M, 10/2022 to 11/2023. (Reference Kayla Sapp, PE, 863-519-2300).

SR 542 from Buckeye Loop Rd. to US 27, District 1, Polk County. Inspector Aide. E&R provided CEI services for the widening of SR 542 from 2 to 4 lanes with closed drainage, bike lanes and sidewalks. The project included the replacement of two bridge box culverts, provided 4000' of new alignment, full roadway lighting with 157 poles, new/replaced signals, ITS and multiple types of walls both temporary and permanent including anchored, cantilever, MSE, gravity and a noise wall. Ten ponds were constructed, and 6 utilities have relocation work during construction including UWHCA work for two local agency utilities for installation/replacement of waterlines, sewer lines and reuse lines. FM No. 41066635201. Construction Cost: $46.1M, 6/2021 to 4/2023. (Reference: Jay Wolfe, 863.519.4126)

Survey Field Technician, Pennoni, Inc. Responsibilities included utilizing plans, software mapping programs, transits, and GPS data collection to perform various duties. Cut line for survey layout, set corners for platted developments, and performed layout for residential, commercial, and roadway construction projects. Data collected from GPS software was utilized to produce as-built plans. 9/2020 to 6/2021. (Reference: Robert Dubois, 863.321.1112)

Eisman & Russo CONSULTING ENGINEERS

Jorge Rapozo
Senior Inspector – Utilities

AREA OF EXPERTISE
Construction Engineering and Inspection

YEARS OF EXPERIENCE
5 Years

EDUCATION
BS, Civil Engineering, University of Central Florida, May 2023

TIN: R12342097

CTQP CERTIFICATIONS
Asphalt Paving Level 1 & 2
Concrete Field Tech Level 1
Earthwork Level 1 & 2
Drilled Shaft (*Pending experience*)
Pile Driving (*Pending experience*)
Final Estimates Level 1

OTHER CERTIFICATIONS / TRAINING
ACI Field Testing Tech Level 1
Advanced MOT
Nuclear Safety
Hazmat
FDEP Stormwater Inspector
IMSA Traffic Signal Tech Level 1 (*Registered*)
IMSA Traffic Signal Insp Level 1
Critical Structures Construction Issues
MSE Wall

SKILLS
Microsoft Word, PowerPoint, Excel, and Outlook
MATLAB
Civil 3D
AutoCAD
Fluent in Spanish and English

Mr. Rapozo is a recent graduate of **Civil Engineering at UCF**. His college course work and his "hands-on" experience working Hurricane Ian Emergency Repairs and full-time work on the US 27 at SR 60 Interchange project have prepared him as a Senior Inspector as he has been trained in all relevant certifications. His education experience is in Highway Engineering, Transportation Systems, Transportation Analytics, Civil Engineering Materials, and Mechanics of Materials.

Project Experience

SR 60 from CR 555 to Broadway Ave and from E Van Fleet Rd to Peace River Overflow Bridges, District 1, Polk County. Senior Inspector. E&R is providing CEI services for 2.3 miles of milling and resurfacing, high friction surface treatment, sidewalk, guardrail, drainage, bridge repairs, lighting and signalization. The project is high profile and requires significant coordination because it is adjacent to the District 1 Headquarters in Bartow and includes reconfiguration of one of the entrances to the District Office. 12/2024 to Est. Completion: 7/2025. Est. Construction Cost: $8.3M. (Reference: Jay Wolfe, 863-519-4126)

44th Avenue Over I-75, FDOT Interstate Office Oversight Support, District 1, Manatee County. Senior Inspector. E&R is providing technical and on-site support for FDOT PM in the oversight of the Manatee County permit project constructing a new, 2-span, steel bridge over I-75. Task Work Order #24 under GEC Contract CAE38. Construction Cost: $15M. 2/2024 to 1/2025. (Reference: Alex Ruiz, 941.465.0840)

Group 180 – SR 500 (US 441); SR 19 (Bay St); Lake-Wekiva Trail; SR 19 (S Central Ave), FDOT District 5, Lake County. Inspector. E&R provided CEI services on four projects: Major reconstruction on US 441 (SR 500), Lake-Wekiva Trail, and two projects on SR 19. US 441 is a main artery widened from 4 to 6 lanes with multiple typical sections from mill & resurface to overbuild to widening to full reconstruction, new curb & gutter, sidewalk, bike lane and, in areas, major drainage improvements for a closed drainage system, ponds, signalization, lighting, and demolition of an existing overpass. Both SR 19 projects, Bay St and Central Ave, are mill & resurface projects. FM Nos. 430975-5; 439138-1; 238395-5; 437938-1. Construction Cost: $52M. 3/2024 to 12/2024. (Reference: Eric Jaggers, 352.326.7715)

SR 25 (US 27) at SR 60, FDOT District 1, Polk County. Inspector. E&R provided CEI services for the replacement of the US 27/SR 60 interchange with a Single Point Urban Interchange, widening over a mile of both US 27 and SR 60 to 6-lanes with 7' buffered bike lanes, sidewalks and closed drainage systems. US 27 pavement is a 9" plain concrete on 4" of Asphalt Base; two new ramps are 8.5" plain concrete pavement. SR 60 asphalt widening and mill & resurface with overbuild and shifted about 50' north across US 27. Project additionally included replacement of the SR 60 bridge over US 27 with a 264', single span, weathering steel bridge as well as 16 walls of varying types including temporary and permanent Sheet Pile, Wire Reinforcement Walls, Retaining Walls, Noise Wall and MSE Walls, full roadway lighting, new signals, two new ponds with impermeable liners, and frontage roads/realignment of local roads. FM No. 41924345201. Construction Cost: $47.2M. 8/2021 to 4/2024. (Reference: Stacy Hill, 863.471.4852)

Eisman & Russo CONSULTING ENGINEERS

Tavion Williams
Inspector

AREA OF EXPERTISE
Construction Engineering and Inspection

YEARS OF EXPERIENCE: <1

EDUCATION
BS, General Business Studies, Webber International University, May 2022

TIN: W23621184

CTQP CERTIFICATIONS
Asphalt Paving Level 1 *(Registered 3/3/2025)*
Earthwork Level 1 *(Registered 3/17/2025)*

OTHER CERTIFICATIONS / TRAINING
Advanced MOT *(Registered 2/20/2025)*
FDEP Stormwater Inspector *(Registered 3/31/2025)*

Mr. Williams joined Eisman & Russo early 2025 as an Inspector Aide. He graduated from Webber International University in May 2022 with a BS in General Business Studies that includes coursework in functional areas of business: accounting, finance, computer information systems, management and marketing – a degree designed to prepare students for a broad range of entry-level positions in business. After five years' experience in the restaurant industry, Mr. Williams elected to enter the construction industry as a CEI Inspector Aide and undertaking CTQP coursework in asphalt and earthwork as well as MOT and stormwater inspection. An avid baseball fan, Mr. Williams served as coach to children aged 13 to 16 and has excellent communication and teamwork skills.

Project Experience

SR 35 (US 17) from 9th Street NW to N of Oak Hammock Loop, District 1, Polk County. Inspector Aide. This 7.5 mile milling and resurfacing project includes widening for inside shoulders, keyhole bike lanes and turn lanes, and overbuild to correct cross slope. The project also provides signalization upgrades, sidewalk replacement, bus boarding and alignment pads, and median reconstruction. 1/2025 to Est. completion 1/2026. Est Construction Cost: $16.1 Million (Reference: Jay Wolfe, 863-519-4126)

SR 60 from CR 555 to Broadway Ave and from E Van Fleet Rd to Peace River Overflow Bridges, District 1, Polk County. Inspector Aide. E&R is providing CEI services for 2.3 miles of milling and resurfacing, high friction surface treatment, sidewalk, guardrail, drainage, bridge repairs, lighting and signalization. The project is high profile and requires significant coordination because it is adjacent to the District 1 Headquarters in Bartow and includes reconfiguration of one of the entrances to the District Office. 12/2024 to Est. Completion: 7/2025. Est. Construction Cost: $8.3M. (Reference: Jay Wolfe, 863-519-4126)

Bobby Bandy

Work Experience

CEI Inspector

Dates: Oct. 2023 – Nov. 2024 | Reference: Ashley Vickers, 407-463-9350

447437-1-62-01, SR 25 (US 27) from N of SR 540 to N of Kokomo Rd, Design-Build, District 1, Polk County. CEI Inspector. This Design-Build project includes milling and resurfacing approximately 5.4 miles of SR 25 (US 27), intersection widening and adding a new traffic signal at CR 546 (Kokomo Rd), stormwater facilities, signing and pavement marketing, lighting, and reconstruction of shoulders and sidewalk. Est. construction cost: $24M.

Bobby served as a CEI Inspector and inspected and monitored milling and resurfacing operations. Spread rates, tack rates, inspected contractor work to verify conformance to plan, design standards, specifications and other contract documents.

Dates: June 2023 – August. 2023 | Reference: Gabriel Serrano, PA,

440253-1-52-01, Milling and Resurfacing of Dale Mabry Highway. Bobby served as the CEI inspector and inspected and monitored assigned field work activities to verify conformance to plan, design standards, specifications and other contract documents, reviewed lighting and ITS related conduits, inspected attenuators, checked erosion control around inlets, monitored miscellaneous asphalt placement operations, provided spread rates, check tack rates, inspected rolling straight edge, check thermostat, check plant, mixed design and covered stripping, documented all compaction tests in the logbook systems, recorded all construction quantities and final estimates, wrote daily reports and assisted the senior inspectors and recommended changes in the construction process whenever required.

FDOT Advance MOT & Stormwater Certification

CTQP Training History Report

Report for: Bobby Bandy
TIN: B53007986
Report Date: 02/05/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3015378	09/14/2022	09/14/2027
Asphalt Paving Level 2	3020316	04/21/2023	04/21/2028
Concrete Field Technician Level 1	3024029	09/07/2023	07/14/2028
Earthwork Construction Inspection Level 1	3013102	06/14/2022	06/14/2027
Earthwork Construction Inspection Level 2	3021615	06/08/2023	06/08/2028
Final Estimates Level 1	3013739	07/14/2022	07/14/2027

ELIPSIS

Alec Osborn

CEI Inspector

Years of Experience: 5 years in construction industry

Expertise:

Construction Engineering Inspection and Quality Control

Education:
High School Diploma

TIN: 021601696

Certifications:

- CTQP Asphalt Paving Level I & II
- CTQP Final Estimates Level I
- CTQP Earthwork Construction Inspection Level I
- CTQP Concrete Field Inspector Level I (Registered)
- FDOT Advanced MOT (Registered)
- FDOT Critical Structures Construction Issues

Mr. Osborn is a self-motivated professional that has over 5 years of experience in the construction industry, most of which he spent on widening and resurfacing projects in direct contact with asphalt operations. He is knowledgeable in plans reading, following specifications, design standards, and procedures. He performs testing and inspection with multiple crews and provides great communication with co-workers, supervisors and engineering staff. He has experience collaborating with multidisciplinary teams and private/governmental entities. He is able to prioritize several complex assignments and perform them timely without sacrificing quality.

As a CEI Inspector, Mr. Osborn is responsible for performing highly complex technical assignments in field engineering and inspection of road construction, surveying and construction layout, making and checking engineering computations, inspecting construction work including thermoplastic striping, conducting field material tests for earthwork, concrete, and other civil engineering field tests. He monitors all contractor operations to include full oversight of pavement operations including asphalt milling and paving, placement of the structural and friction courses, utility box installation, base repair, drainage installation and repair, striping installation, and landscaping. He reads construction plans and specifications and interprets for construction control purposes. Mr. Osborn monitors and inspects traffic control and erosion control devices and ensures the Contractor has provided access to all residences and businesses whenever construction interferes with the existing means of access, and material has been placed, as needed, for driveways and sidewalks to residences and businesses to continuously provide safe, stable and reasonable access for vehicles and pedestrians and identifies any discrepancies or potential issues. He maintains detailed accurate records and reports of daily operations and significant events electronically; and tracks the quantities of various items. Mr. Osborn has assisted with maintaining a continually updated system of ledgers for tracking pay items and ensures the projects is constructed to the standards and specifications. **Some of the contracts/projects Mr. Osborn has worked on include:**

Owner: Florida Department of Transportation – District One
Project & Description: 444906-1/438013-1 SR 572 Roundabout and Resurfacing from Airport Drive to Pipkin Creek Rd
Contract Amount: $12.6 Million
Narrative: The improvements under this Contract consist of milling and resurfacing, widening, overbuild, drainage improvements, median modifications, intersection lighting, signalization, signing and pavement markings, and utility relocations on SR 572 (Drane Field Road) at Waring Road in Polk County and along SR 572 from Drane Field Road to Pipkin Creek Road. As part of these improvements, a new roundabout is being constructed at the intersection of SR 572 (Drane Field Road) and Waring Rd. (01/25-Current)

Owner: Florida Department of Transportation – District Seven
Project & Description: 441660-1 SR 582/E Fowler Ave from W of Tampa Bypass Canal to US 301/SR 41
Contract Amount: $6.1 Million
Narrative: Improvements under this Contract consist of repaving Fowler Avenue (SR 582) from west of the Tampa Bay Canal (east of I-75) to US 301 in Hillsborough County. Other improvements include replacing the existing drainage ditch with a closed reinforced concrete pipe system and installing sidewalks along both sides of Fowler Avenue. (11/23-11/24)

*Project Experience is employee's project experience and may be from employment with previous employer

ROBERTS CONSULTING SERVICES, INC

Nicholas Lombard

Inspector

Mr. Lombard has worked as a CEI Inspector and a QC Inspector for over 4 years on several projects within District One, Five, and Seven. His hands-on inspection experience includes, earthwork, drilled shaft, concrete testing, as well as Asphalt Paving. Mr. Lombard has good understanding of the requirements established in the field standards for final estimates and the Construction Project Administration Manual (CPAM).

PRIOR EXPERIENCE

July 2024 – Current

196-022-6-52-01; Inspector; SR 64 & Lorraine Rd and 145th Street East Roundabout

The improvements on State Road 64 at the intersection of Lorraine Road south and 145th Street to the north in Manatee County is being converted from an existing signalized intersection into a modern roundabout. The Improvements under this contract consist of multi-lane roundabout construction and will include the following: milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutter, lighting, signing, and pavement marking, landscaping, sidewalks, intelligent transportation system relocation, and utility updates. Mr. Lombard is responsible for the testing and inspection of Earthwork, Concrete and Asphalt on this $6.1 Million FDOT project.

November 2021 – July 2024

CFX Project CFX 417-149; Inspector, 417 Widening

The Central Florida Expressway Authority is widening State Road 417 (Central Florida GreeneWay) from Landstar Boulevard to Boggy Creek Road. This 3.7-mile project will add a lane in each direction, expanding the expressway from four to six travel lanes. Eleven sound walls are proposed in this segment. Wider median shoulders that can temporarily accommodate additional traffic during emergency response events, such as traffic accidents or hurricane evacuations are being added. Mr. Lombard is responsible for the testing and inspection of Earthwork, Concrete, Auger Cast Piles, and Asphalt. This is one of five widening projects on SR 417 between International Drive and SR 528 (Martin B. Andersen Beachline) ***Project Administrator: David Smith, (407) 948-3946***

June 2021 – November 2021

20-004-0-2020; Inspector: Hardee County CR-663 Milling and Resurfacing Project:

Mr. Lombard currently serves as an Inspector on Hardee County, CR 663 Milling and Resurfacing project. Mr. Lombard is responsible for all aspects of the roadway operation. The project consists of pavement milling and resurfacing for 7.84 miles of CR-663 and includes approximately 127,500 square yards of milling, 28,450 Tons of asphalt and placing 24,525 square yards of sod along the edge of pavement, along with associated pavement marking and signing. ***Project Manager: Todd Boehmer, P.E., (863) 381-3012***

June 2020 – June 2021

444187-1-52-01; Inspector: Florida Department of Transportation (FDOT) District 1, District 5, District 7 and Various Polk County roadway projects: Mr. Lombard currently serves as an Inspectors on several projects within the above-mentioned Districts. He is providing asphalt paving inspections for The Middlesex Corporation which includes lap projects, design build projects as well as bid-built projects whereas the project involves replacing the existing roadway and inspecting the drainage improvements on several small LAP Projects. ***Project Manager: Bill Berry, (863) 838-7926***

Experience

8 Years Total
1 Year Sr. Inspector
5 Years Inspector
2 Years QC Inspector

Education

High School

TIN Number

L516634820

Certifications

CTQP Asphalt Paving L1 & L2
CTQP Asphalt Plant L1 & L2
CTQP Drilled Shaft
CTQP Earthwork Const. Insp. L1 & L2
CTQP Final Estimates L1
CTQP Concrete Field Insp. L1
ACI Concrete Field Testing Tech
ACI Concrete Transportation Construction Inspector
Advanced MOT
Nuclear Safety Certification
FDOT - MSE Wall Inspection
FDOT - Auger Cast Pile Inspection
FDOT - Critical Structures
Stormwater and Erosion Contro
IMSA - Signal Inspector L1
IMSA - Signal Technician L1

ROBERTS CONSULTING SERVICES, INC

John "Kris" Huggins

Asphalt Plant Inspector

Mr. Huggins has worked as an Earthwork, Asphalt Paving, and Asphalt Plant Inspector for over 5 years on several projects within FDOT District's 1, 5, & 7. His hands-on inspection experience includes Earthwork, Concrete Testing, Asphalt Plant and Asphalt Roadway Inspection. He also provides Vibration Monitoring, and various other tasks. Mr. Huggins has a good understanding of the requirements established in the field standards for final estimates and the Construction Project Administration Manual (CPAM). He is very familiar with FDOT Standard Specifications, as well as the MAC system.

Availability 3/25

Education

High School

TIN Number

H25247178

Certifications

CTQP Final Estimates L1 CTQP

Asphalt Plant L1 & L2 CTQP

Asphalt Paving L1 & L2

CTQP Earthwork Const. Insp. L1 & L2

CTQP Concrete Field Insp. (Renewing)

ACI Concrete Field-Testing Tech (Renewing)

Nuclear Safety Certification

FDOT Critical Structures Construction Issues

FDOT - MSE Wall Inspection

FDOT - Auger Cast Pile Inspection

Advanced Maintenance of Traffic

FEMA EMI IS-632.A Debris Operations

PRIOR EXPERIENCE

March 2024 – Current
447433-1-52-01 SR 600 (US 17); Resurfacing, Base Work, & Drainage Improvements
Mr. Huggins is currently serving as an inspector on a milling and resurfacing project in Polk County. This project encompasses earthwork, concrete, and asphalt work. His daily responsibilities include coordinating with the contractor and the Florida Department of Transportation (FDOT), overseeing all testing procedures and inspection staff, analyzing construction plans and making necessary modifications to adapt to field conditions, preparing as-built construction plans, and managing signing and pavement marking
Project Administrator: Joseph Thompson (863) 519-4159

January 2024 – March 2024
445470-1-52-01, 445471-1-52-01; Resurfacing SR 700 (US 98), South of Ft. Meade
Mr. Huggins trained as an inspector on this Resurfacing Project in Polk County. This project includes Earthwork, Concrete, and Asphalt. Mr. Huggins has spent time on this project training with Senior Inspectors. His daily operations including coordination with the contractor and the FDOT, monitoring of all testing procedures and inspection staff, analysis of construction plans and modification to meet field conditions, preparation of as-built construction plans, and field preparation of monthly estimates for contract payment.
Training Manager: Cory Meyer (863) 409-1651

January 2020 – February 2024
Inspector - Florida Department of Transportation District 5, Various Asphalt Projects. Mr. Huggins serves as the Asphalt Roadway and Asphalt Plant Technician for the Middlesex Corp on numerous projects throughout FDOT District 5. The projects included paving multilane interstate highways as well as city street resurfacing. He also serves as an Asphalt Plant Technician, he is responsible for performing rice, gradation, density, extractions testing and more and entering results into MAC.
Project Manager: Jeff James (407) 508-0137

September 2022 – May 2023
Asphalt Plant Inspector – Lakeland Linder International Airport Taxiway P Rehabilitation. Mr. Huggins serves as an asphalt plant inspector for the Taxiway P Rehabilitation Project. He is responsible for tracking tonnages and performing verification testing at the asphalt plant per FAA P-401. He is responsible for performing rice, gradation, density, extractions testing and more.
Project Manager: Todd Zimmerman – (321) 228-1067

Eisman & Russo CONSULTING ENGINEERS

Gonzalo Silva
Project Administrator (Bridge & Structures)

AREA OF EXPERTISE
Construction Engineering and Inspection

YEARS OF EXPERIENCE
18 Years

EDUCATION
BS, Building Construction Tech

TIN: S41028067

CTQP CERTIFICATIONS
Asphalt Paving Level 1 & 2
Concrete Field Tech Level 1 & 2
Earthwork Level 1 & 2
Drilled Shaft
Pile Driving
Final Estimates Level 1 & 2

OTHER CERTIFICATIONS / TRAINING
ACI Field Testing Tech Level 1
ACI Concrete Transportation Construction Inspector (CTCI)
Advanced MOT
Nuclear Safety
Hazmat
Critical Structure Construction Issues
FDEP Stormwater Inspector
MSE Wall
Contract Plan Reading
Construction Math
Pipe Placement Inspection

Mr. Silva has extensive experience in the road and bridge construction industry. His knowledge includes bridge construction, reconstruction, and rehabilitation; asphalt milling and resurfacing; earthwork construction; storm water installation; and inspection of roadway projects. His skills include planning and scheduling, materials testing and oversight, density testing on roadway construction and drainage installation, concrete and asphalt material inspection and testing, maintenance of traffic reporting, MAC, documentation of pay quantities, and site inspections. He has experience with various types of construction contracts and the Florida Department of Transportation (FDOT) construction operating procedures and methods of construction including performing internal Quality Assurance on various projects. Mr. Silva is a conscientious, detail-oriented, team performer with a willingness to work with others to solve problems while ensuring the production of a high-quality product.

Project Experience

SR 35 (US 17) from 9th Street NW to N of Oak Hammock Loop, District 1, Polk County. Project Administrator. This 7.5 mile milling and resurfacing project includes widening for inside shoulders, keyhole bike lanes and turn lanes, and overbuild to correct cross slope. The project also provides signalization upgrades, sidewalk replacement, bus boarding and alignment pads, and median reconstruction. 1/2025 to Est. Completion 1/2026. Est. Construction Cost: $16.1 Million (Reference: Jay Wolfe, 863-519-4126)

SR 25 (US 27) from N of SR 540 to N of Kokomo Rd, Design-Build, District 1, Polk County. Assistant Project Administrator. E&R provided CEI services for this Design-Build project that included milling and resurfacing approximately 5.4 miles of SR 25 (US 27), intersection widening and adding a new traffic signal at CR 546 (Kokomo Rd), stormwater facilities, signing and pavement marking, lighting, and reconstruction of shoulders and sidewalk. 1/2024 to 11/2024. Construction Cost: $24M. (Reference: Tracy Padula, 863.519.4110)

SR 528/ SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Rd, Central Florida Expressway Authority. Sr. Inspector. This project consisted of the SR 528 / SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod. This project was considered a Project of Critical Concern as it is the "Gateway to Orlando" from the Orlando International Airport. Construction activities included the construction of seven new bridge structures, demolition, utility relocation/coordination, drainage, grading, paving, signage, striping, lighting, Intelligent Transportation System (ITS), and other incidentals necessary for the proposed improvements under a compressed schedule. Construction Cost: $118M. 5/2021 to 1/2024. (Reference: Ben Dreiling, PE, 407.690.5000)

SR 542 from 1st Street to Buckeye Loop Road, FDOT District 1. Sr. Inspector. Eisman & Russo provided CEI for this 2.4 mile project to reconstruct to a 3-lane urban section with new curb & gutter, closed drainage, sidewalks and bike lanes. The eastern and western ends were widened with black base and the existing roadway milled & resurfaced with cross slope correction. The midsection (1.3 mile) was reconstructed, widened, realigned and grade raised. The project included a $3.7M UWHCA with the City of Winter Haven to install new, remove existing water and sewer lines. ***The project received a 2021 ACEC-FL / FDOT Outstanding Project Award (Roadway).*** Construction Cost: $19.6M. 10/2018 to 5/2019. (Reference: Jay Wolfe, 863.519.4126)

RCID World Dr N Extension Material Testing & CEI Services, Reedy Creek Improvement District. Sr. Bridge Inspector. The World Dr Extension project included the widening of NB and SB World Dr, Floridian Way, and Vista Blvd, and construction of three bridges on World Dr NB and SB over Vista Blvd and the Magic Kingdom Main Entrance Road, as well as Flyover across Floridian Way. The new road and bridge improvements allow traffic that is not entering the Magic Kingdom to bypass the main ticket gate and exit at Vista Blvd or continue heading north as well as all traffic that exits the Magic Kingdom Resort Area and traffic from points north of the Magic Kingdom to exit at Vista Blvd or continue heading south. Responsibilities included verifying the driving of the 24-Inch PCP test and production piles, checking the structural steel construction for all the elements: footing, columns, caps, back walls, bridge deck and approach slabs. Performed the calculations for the deflections in all the points for the bridge deck to verify the SIP installation and the steel over the bridge deck for thickness and clearance according CPAM 10.3. Tested and sampled mass and structural concrete used for the different elements of the bridges. 3/2017 to 9/2018. (Reference: Randall Stacks, 407.448.1206)

Eisman & Russo CONSULTING ENGINEERS

Seth Hedrick
Senior Inspector

AREA OF EXPERTISE
Construction Engineering and Inspection

YEARS OF EXPERIENCE
8 Years

EDUCATION
High School Diploma, Okeechobee High School, Okeechobee, FL, 2012

TIN: H36279994

CTQP CERTIFICATIONS
Asphalt Paving Level 1 & 2
Concrete Field Level 1
Earthwork Level 1 & 2
Final Estimates Level 1 & 2

OTHER CERTIFICATIONS / TRAINING
ACI Field Testing Tech Level 1
ACI Concrete Transportation Construction Inspection (CTCI) (*Registered 10/21-10/22/24; exam on 11/20/24*)
Advanced MOT
Nuclear Safety
Hazmat
FDEP Stormwater Inspector
IMSA Traffic Signal Insp Level 1 (*Pending*)

Mr. Hedrick has 8 years of experience in CEI Inspection and Public Works. He joined E&R in 2021, beginning as an Inspector Aide, advancing to Inspector by securing essential certifications and has now advanced to Senior Inspector. His tenure has been marked by proficient field inspection across projects within FDOT District 1. In his capacity, Mr. Hedrick undertakes an array of responsibilities, including roadway inspection, oversight of contractor daily operations, performing materials sampling and verification testing, adept plans interpretation, and proficient field surveying and computations.

Project Experience

SR 25 (US 27) from S of Tower St to N of Tower St and from Shoreline Dr to Davis & Gaines Rd, District 1, Polk County. Senior Inspector. E&R is providing CEI services for 6.5 miles of milling and resurfacing with shoulder widening, keyhole widening, turn lane and directional median improvements, drainage, signal improvements, sidewalk, and landscaping. The project also includes a new concrete pavement intersection at US 27 and Tower St./ Dal Hall Blvd. 11/2024 to Est. completion 12/2025. Est Construction Cost: $27.8M (Reference: Stacy Hill 863-471-4852)

SR 25 (US 27) at SR 60, FDOT District 1, Polk County. Inspector. E&R provided CEI services for the replacement of the US 27/SR 60 interchange with a Single Point Urban Interchange, widening over a mile of both US 27 and SR 60 to 6-lanes with 7' buffered bike lanes, sidewalks and closed drainage systems. US 27 pavement is a 9" plain concrete on 4" of Asphalt Base; two new ramps are 8.5" plain concrete pavement. SR 60 asphalt widening and mill & resurface with overbuild and shifted about 50' north across US 27. Project additionally included replacement of the SR 60 bridge over US 27 with a 264', single span, weathering steel bridge as well as 16 walls of varying types including temporary and permanent Sheet Pile, Wire Reinforcement Walls, Retaining Walls, Noise Wall and MSE Walls, full roadway lighting, new signals, two new ponds with impermeable liners, and frontage roads/realignment of local roads. FM No. 41924345201. Construction Cost: $44.7M. 7/2020 to 4/2024. (Reference: Stacy Hill, 863.471.4852)

Emergency/Permanent Repairs of Hurricane Ian Damage, District 1, Lee County. Inspector. Provided construction oversight and inspection for 2 Hurricane Recovery Contracts: 1) **Pine Island Causeway Temporary Repairs (H1I11 TWO #01),** repairs of roadway and bridge approaches ***restoring access to traffic in 3 days.*** FM No. 4519371G201. Cost: $5M, 9/2022 to 10/2022; and 2) **Districtwide Roadway Repairs (H1I08)** with 68 TWOs throughout District 1 ranging from small tasks completed in a week to $1M tasks taking several months to complete. Construction Cost: $6.5M, 10/2022 to 11/2023. (Reference Kayla Sapp, PE, 863-519-2300).

SR 542 from Buckeye Loop Rd. to US 27, District 1, Polk County. Inspector. E&R provided CEI services for the widening of SR 542 from 2 to 4 lanes with closed drainage, bike lanes and sidewalks. The project included the replacement of two bridge box culverts, provides 4000' of new alignment, full roadway lighting with 157 poles, new/replaced signals, ITS and multiple types of walls both temporary and permanent including anchored, cantilever, MSE, gravity and a noise wall. Ten ponds were constructed, and 6 utilities have relocation work during construction including UWHCA work for two local agency utilities for installation/replacement of water lines, sewer lines and reuse lines. FM No. 41066635201. Construction Cost: $44.2M. 8/2020 to 4/2023. (Reference: Jay Wolfe, 863.519.4126)

SR 542 from 1st Street to Buckeye Loop Road, FDOT District 1. Inspector Aide. Eisman & Russo provided CEI for this 2.4 mile project to reconstruct to a 3-lane urban section with new curb & gutter, closed drainage, sidewalks and bike lanes. The eastern and western ends were widened with black base and the existing roadway milled & resurfaced with cross slope correction. The midsection (1.3 mile) was reconstructed, widened, realigned and grade raised. The project included a UWHCA with the City of Winter Haven to install new, remove existing water and sewer lines utilizing significant directional drilling. The corridor is heavily traveled by vehicle, pedestrian and bicyclist in a constrained right-of-way with many businesses, medical facilities, schools, and residences. ***The project received a 2021 ACEC-FL / FDOT Outstanding Project Award (Roadway).*** FM No. 41066625201. Construction Cost: $19.6M. 10/2019 to 12/2020. (Reference: Jay Wolfe, 863.519.4126)

Eisman & Russo CONSULTING ENGINEERS

Mike Huggins
Contract Support Specialist/ Sr Inspector

AREA OF EXPERTISE
Construction Engineering and Inspection

YEARS OF EXPERIENCE
7 Years

EDUCATION
High School Diploma, Lake Wales High School, Lake Wales, FL, 1997

TIN: H25293378

CTQP CERTIFICATIONS
Asphalt Paving Level 1 & 2
Concrete Field Level 1
Earthwork Level 1 & 2
Drilled Shaft
Pile Driving
Final Estimates Level 1 & 2
QC Manager

OTHER CERTIFICATIONS / TRAINING
ACI Field Testing Tech Level 1
Advanced MOT
Nuclear Safety
Hazmat
FDEP Stormwater Inspector

Mr. Huggins has over seven years of experience on FDOT projects. He began his construction career working with a materials testing firm performing the required QC testing for earthwork, concrete, asphalt operations and drilled shaft inspections. He then moved to CEI, where he has played a significant role in the verification testing of materials (with a heavy emphasis on earthwork and asphalt).

Project Experience

SR 35 (US 17) from 9th Street NW to N of Oak Hammock Loop, District 1, Polk County. Contract Support Specialist. This 7.5 mile milling and resurfacing project includes widening for inside shoulders, keyhole bike lanes and turn lanes, and overbuild to correct cross slope. The project also provides signalization upgrades, sidewalk replacement, bus boarding and alignment pads, and median reconstruction. 1/2025 to Est. Completion 1/2026. Est Construction Cost: $16.1 Million (Reference: Jay Wolfe, 863-519-4126)

SR 60 from CR 555 to Broadway Ave and from E Van Fleet Rd to Peace River Overflow Bridges, District 1, Polk County. Contract Support Specialist. E&R is providing CEI services for 2.3 miles of milling and resurfacing, high friction surface treatment, sidewalk, guardrail, drainage, bridge repairs, lighting and signalization. The project is high profile and requires significant coordination because it is adjacent to the District 1 Headquarters in Bartow and includes reconfiguration of one of the entrances to the District Office. 12/2024 to Est. Completion: 7/2025. Est. Construction Cost: $8.3M. (Reference: Jay Wolfe, 863-519-4126)

SR 25 (US 27) from N of SR 540 to N of Kokomo Rd, Design-Build, District 1, Polk County. Assistant Contract Support Specialist / Inspector. E&R provided CEI services for this Design-Build project that included milling and resurfacing approximately 5.4 miles of SR 25 (US 27), intersection widening and adding a new traffic signal at CR 546 (Kokomo Rd), stormwater facilities, signing and pavement marking, lighting, and reconstruction of shoulders and sidewalk. 5/2023 to 11/2024. Construction Cost: $24M. (Reference: Tracy Padula, 863.519.4110)

SR 542 from Buckeye Loop Rd. to US 27, District 1, Polk County. Inspector. E&R provided CEI services for the widening of SR 542 from 2 to 4 lanes with closed drainage, bike lanes and sidewalks. The project included the replacement of two bridge box culverts, providing 4000' of new alignment, full roadway lighting with 157 poles, new/replaced signals, ITS and multiple types of walls both temporary and permanent including anchored, cantilever, MSE, gravity and a noise wall. Ten ponds were constructed, and 6 utilities had relocation work during construction including ***a $3.7M UWHCA work for the City of Winter Haven and Town of Dundee*** for installation/replacement of water lines, sewer lines and reuse lines. FM No. 41066635201. Construction Cost: $44.2M. 10/2021 to 4/2023. (Reference: Jay Wolfe, 863.519.4126)

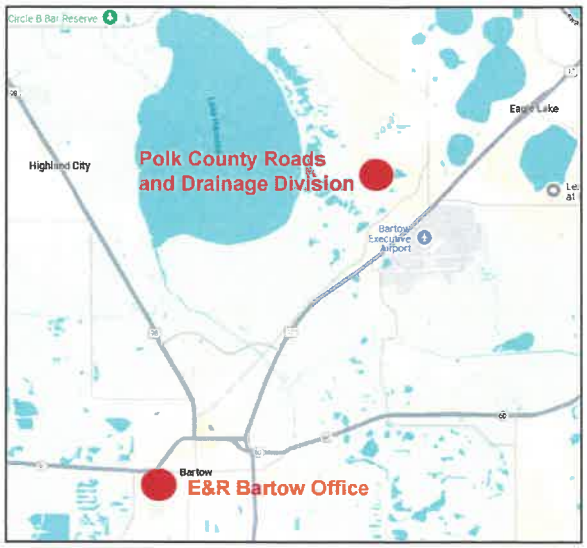
SunTrax Vehicle Test Facility, Turnpike, Polk County. Inspector. This project consisted of providing all labor, materials, equipment and incidentals necessary for the construction of the SunTrax Connected / Automated Vehicle Test Facility within the 190-acre site in Auburndale, Florida. Improvements included building two miles of test track with four toll facilities designed to test self-driving cars and new toll technology. The project also included two buildings, one designed as the new Turnpike Operations building and one for storage and maintenance, and stormwater management facilities to accommodate the infield improvements. FM No. 43730045201. Construction Cost: $118M. 12/2018 to 4/2019

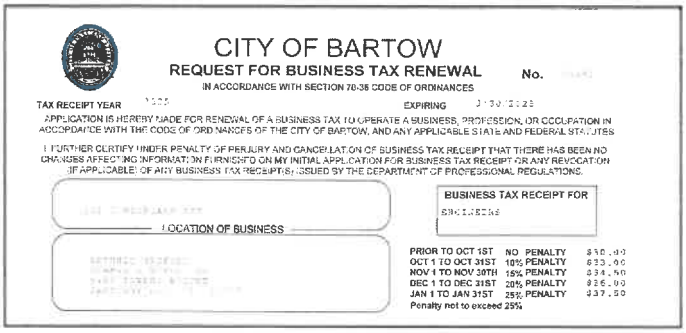
I-4 Ultimate Project, Area 2, Orlando, Florida. QC Technician. Responsibilities included monitoring and inspecting the earthwork and concrete placement, reading and interpreting plans and specifications, and maintaining all log books and associated data entry. FM No. 43219315201. Construction Cost: $2.3 Billion. 7/2017 to 12/2018.

POLK COUNTY ENTITY

Eisman & Russo, Inc. (E&R) has been a dedicated part of Polk County for nearly seven years, growing alongside the community we serve. Our journey began in September 2018 with our first local office in Winter Haven. As our projects expanded, so did our presence — supporting transportation infrastructure needs and County initiatives with offices in Winter Haven (September 2018 — May 2024), Lake Wales (August 2020 – September 2024) and Lake Hamilton (May 2023 – December 2024). Today, our permanent location at 301 S. Woodlawn Ave in the City of Bartow reinforces our long-standing commitment to Polk County's infrastructure and development.

Our current location includes 15 full-time CEI staff and puts us just minutes away from the Polk County Roads & Drainage Division on Sheffield Road.





CITY OF BARTOW
REQUEST FOR BUSINESS TAX RENEWAL No.
IN ACCORDANCE WITH SECTION 70-36 CODE OF ORDINANCES

TAX RECEIPT YEAR EXPIRING

APPLICATION IS HEREBY MADE FOR RENEWAL OF A BUSINESS TAX TO OPERATE A BUSINESS, PROFESSION, OR OCCUPATION IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE CITY OF BARTOW, AND ANY APPLICABLE STATE AND FEDERAL STATUTES.

I FURTHER CERTIFY UNDER PENALTY OF PERJURY AND CANCELLATION OF BUSINESS TAX RECEIPT THAT THERE HAS BEEN NO CHANGES AFFECTING INFORMATION FURNISHED ON MY INITIAL APPLICATION FOR BUSINESS TAX RECEIPT OR ANY REVOCATION (IF APPLICABLE) OF ANY BUSINESS TAX RECEIPT(S) ISSUED BY THE DEPARTMENT OF PROFESSIONAL REGULATIONS.

LOCATION OF BUSINESS

BUSINESS TAX RECEIPT FOR

PRIOR TO OCT 1ST	NO PENALTY	$ 90.00
OCT 1 TO OCT 31ST	10% PENALTY	$ 99.00
NOV 1 TO NOV 30TH	15% PENALTY	$ 94.50
DEC 1 TO DEC 31ST	20% PENALTY	$ 96.00
JAN 1 TO JAN 31ST	25% PENALTY	$ 97.50

Penalty not to exceed 25%

Eisman & Russo, Inc. is a Florida Corporation since 1985, headquartered in Jacksonville, FL (Duval County) and currently has 12 additional offices throughout the state with a ***total staff of more than 170 professionals***.

2024 - 2025 LOCAL BUSINESS TAX RECEIPT
JIM OVERTON, DUVAL COUNTY TAX COLLECTOR
231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3376
Phone: (904) 255-5700, option 3 Fax: (904) 255-5602
https://taxcollector.coj.net/

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2024 through September 30, 2025 .

EISMAN & RUSSO, INC
6455 POWERS AVE
JACKSONVILLE, FL 32217-2821

ACCOUNT NUMBER: 26093
BUSINESS NAME: EISMAN & RUSSO, INC
PHYSICAL ADDRESS: 6455 POWERS AVE JACKSONVILLE, FL 32217-2821
CLASSIFICATION CODE: 326006 PUBLIC SERVICE OR REPAIR, NOT SPECIFIED
STATE LICENSE NO:

COUNTY TAX: 93.75
MUNICIPAL TAX: 176.25
COUNTY LATE PENALTY: 0.00
MUNICIPAL LATE PENALTY: 0.00
TOTAL TAX: 270.00

RENEWAL

VALID UNTIL September 30, 2025

2024 - 2025

ATTENTION
THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

State of Florida
Department of State

I certify from the records of this office that EISMAN & RUSSO, INC. is a corporation organized under the laws of the State of Florida, filed on November 18, 1985.

The document number of this corporation is H85663.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 21, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of January, 2025

Secretary of State

Tracking Number: 164083186CC

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

COMMITMENT TO SMALL, MINORITY AND LOCAL BUSINESSES

The Eisman & Russo, Inc. (E&R) team is comprised of multiple, diversified subconsultants. E&R is dedicated to creating and expanding opportunities and cultivating growth of small, local and minority business enterprises which adds value to Polk County and the community we serve.

COMMITMENT TO DIVERSITY AMONG DIRECTORS, OFFICERS, MEMBERS AND/OR EMPLOYEES THAT MAKE UP EISMAN & RUSSO

E&R considers all applicants for employment. It is our policy not to discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, sex or age. We ensure and maintain a working environment free of harassment, intimidation and coercion. E&R maintains a highly active Affirmative Action Plan. We have worked diligently to develop maximum diversity in both our workforce and our subconsultant relationships.

E&R historically provides opportunities for minorities and women to receive employment, training, and promotion to higher positions within the organization. We actively recruit talented individuals who have a strong desire to work in engineering-related fields and provide them the opportunity to achieve their goals. **As of February 2025, Eisman & Russo's workforce diversity participation is greater than 40% (women and minorities with many of our staff being veterans and military).**

COMMITMENT TO DIVERSITY

E&R Employees	Total Number	Percent Minority
African-American	6	3.6%
Hispanic	28	16.7%
Asian	6	3.6%
Native American	1	0.6%
2 or more races	3	1.8%
Woman	24	14.4%
Total Employees	167	40.7%

COMMITMENT TO DIVERSITY WITHIN THE COMMUNITY AND BEYOND

Polk County understands that diversity is key to the County's economic engine and that the economic growth potential of any community is based on its commitment to creating opportunity for all those who qualify. E&R is likewise committed to being a partner with Polk County to foster an environment that creates opportunity for all. Through our involvement in Construction Career Days (CCD), we continually seek opportunities to recruit graduating minority students for training and career opportunities in the field of engineering. We have upheld our joint commitment to creating diversity in the workforce and have improved the quality of life for the successful trainee and company participants. An example of E&R's commitment in the utilization of DBE/SBE/MBE firms is verified in our FDOT DBE UTILIZATION GRADES over the past five years with an average A+ grade equaling over 20% minority subconsultant utilization.

COMMITMENT TO UTILIZE MINORITY, WOMEN-OWNED, SMALL BUSINESSES

E&R understands the need to support minority and women-owned business goals established by the Polk County Board of County Commissioners and we have included the below listed subconsultants on our project team for the Thompson Nursery Road project. *Copies of their minority certifications are in the following pages*.

SUBCONSULTANT DBE TEAM MEMBERS

Firm	Address/ Phone	Service
3G Engineering & Consulting Services, Inc.	10244 E Colonial Dr, #112, Orlando, FL 32817 (407.437.2623)	CEI
Elipsis Engineering and Consulting, LLC	6790 New Tampa Hwy, Lakeland, FL 33815 (407.982.7275)	CEI
MTN Resources, LLC	719 Laurel Way, Casselberry, FL 32707 (407.756.6165)	EEO Compliance
The Valerin Group, Inc.	13014 N Dale Mabry Hwy, Tampa, FL (813.751.0478)	Public Involvement
Roberts Consulting Group	117 Quailwood Dr, Winter Haven, FL 33880 (863.412.2533)	Materials/CEI/Asphalt
Aerial Innovations, Inc.	3703 W. Azeele Street, Tampa, FL 33609 (813.254.7339)	Aerial Photography

Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
Vendor : 3G ENGINEERING & CONSULTING SERVICES INC

Vendor Name: 3G ENGINEERING & CONSULTING SERVICES INC
DBE: CERTIFIED **MBE:** **ACDBE Status:** N **SBE:** N **Avail Statewide:** Y

Business Description: ENGINEERING CONSULTING FIRM, PROVIDING PROFESSIONAL SERVICES SUCH AS CONSTRUCTION MANAGEMENT & CONSTRUCTION ENGINEERING INSPECTION (CEI)

Mailing Address: 10244 EAST COLONIAL DRIVE
SUITE 112
ORLANDO FL 32817

Contact Name: ONTAVIS GILBERT **Phone:** (407)437-2623 **Fax:**
Email: OGILBERT@3G-ENGINEERING.COM **Web Site:**

Certified NAICS

541330	Engineering Services
541611	Administrative Management and General Management Consulting Services
541618	Other Management Consulting Services
541990	All Other Professional, Scientific, and Technical Services

Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
Vendor : ELIPSIS ENGINEERING AND CONSULTING LLC

Vendor Name: ELIPSIS ENGINEERING AND CONSULTING LLC
DBE: CERTIFIED **MBE:** **ACDBE Status:** N **SBE:** N **Avail Statewide:** Y

Business Description: CONTRACT ADMINISTRATION SUPPORT, LABORATORY TESTING SERVICES, PERSONNEL SERVICES

Mailing Address: 530 S MAIN ST
WINTER GARDEN FL 34787

Contact Name: SARAH BLAKE **Phone:** (407)982-7275 **Fax:** (407)429-3791
Email: SBLAKE@ELIPSISEC.COM **Web Site:**

Certified NAICS

541380	Testing Laboratories and Services
541611	Administrative Management and General Management Consulting Services
541612	Human Resources Consulting Services

Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
Vendor : MTN RESOURCES LLC

Vendor Name: MTN RESOURCES LLC
DBE: CERTIFIED **MBE:** **ACDBE Status:** N **SBE:** Y **Avail Statewide:** Y

Business Description: OFFICE SUPPORT STAFF ON CONSTRUCTION PROJECTS AND CONTRACT MANAGEMENT

Mailing Address: 204 N SWEETWATER COVE BLVD
LONGWOOD FL 32779

Contact Name: MARLA T NANCE **Phone:** (407)616-6890 **Fax:** (866)268-9253
Email: MNANCE@MTNRESOURCES.COM **Web Site:**

Certified NAICS

541211	Offices of Certified Public Accountants
541219	Other Accounting Services
541618	Other Management Consulting Services
561990	All Other Support Services

Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
Vendor : THE VALERIN GROUP INC

Vendor Name: THE VALERIN GROUP INC
DBE: CERTIFIED **MBE:** CERTIFIED **ACDBE Status:** N **SBE:** Y **Avail Statewide:** Y

Business Description: PUBLIC PARTICIPATION PUBLIC INVOLVEMENT/PUBLIC INFORMATION PUBLIC RELATIONS

Mailing Address: 13014 N DALE MABRY HIGHWAY STE 8
20
TAMPA FL 33618

Contact Name: VALERIE CIUDAD-REAL **Phone:** (813)751-0478 **Fax:** (813)925-4205
Email: VALERIEC@VALERIN-GROUP.COM **Web Site:**

Certified NAICS

541618	Other Management Consulting Services
541820	Public Relations Agencies

Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
Vendor : ROBERTS CONSULTING SERVICES INC

Vendor Name: ROBERTS CONSULTING SERVICES INC
DBE: CERTIFIED **MBE:** **ACDBE Status:** N **SBE:** Y **Avail Statewide:** Y

Business Description: CONSULTING, ENGINEERING, AND INSPECTION SERVICES

Mailing Address: 117 QUAILWOOD DR
WINTER HAVEN FL 33880

Contact Name: MELANIE ROBERTS **Phone:** (863)412-2533 **Fax:**
Email: MELANIE.ROBERTS@RCSENG.NET **Web Site:**

Certified NAICS
541611 Administrative Management and General Management Consulting Services

Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
Vendor : AERIAL INNOVATIONS INC

Vendor Name: AERIAL INNOVATIONS INC
DBE: CERTIFIED **MBE:** **ACDBE Status:** N **SBE:** Y **Avail Statewide:** N

Business Description: AERIAL PHOTOGRAPHY/GROUND PHOTOGRAPHY/ AND GROUND VIDEO

Mailing Address: 3703 W AZEELE STREET
TAMPA FL 33609

Contact Name: COLETTE A EDDY **Phone:** (813)254-7339 **Fax:** (813)254-7239
Email: COLETTE@AERIALINNOVATIONS.COM **Web Site:**

Certified NAICS

541611	Administrative Management and General Management Consulting Services
541922	Commercial Photography

CONTRACTOR CLAIMS MINIMIZATION

We are catalysts to effective construction and proactively manage projects, working with contractors and utilities to facilitate timely completion and mitigate problems to minimize claims and impacts to residents and businesses. Our team has very successfully worked with a variety of contractors with various reputations for cooperation, claims, and completion; however, our partnering approach and dedicated focus on helping achieve a fair conclusion to all issues has resulted in good projects from all contractors. Many of the contractors with which we have a proven, successful history are also well known to Polk County staff including Jr. Davis Construction Co, Ajax Paving Industries, Prince Contracting, Cobb Site Development, and Watson Civil Construction.

This same approach extends to working with local utility owners when installing facilities for them as part of projects and has resulted in local utility owners being very pleased with our dedication to providing an excellent product, on-schedule, avoiding claims, and initiating cost savings. As an example, we did multiple utility installations (over $6M) for The City of Winter Haven and their assessment of our performance is 95% satisfaction, as shown in the provided Survey Questionnaires.

Our first initiative toward claims avoidance is to help ensure the contract plans and specifications are clear, consistent, feasible, and as "air-tight" as possible so we use a two-prong approach prior to construction. First, as we did on this contract, we perform a constructability review of the Phase IV plans then meet with our clients and the design EOR to discuss our findings and collaborate on the best way to utilize our comments to improve the project and minimize claim potential. Second, at 100% plans we perform a final constructability review to help ensure a cohesive plan set.

Once a contract is awarded, we start meeting informally with the contractor to begin building working relationships, discuss project constraints, and collaboratively develop the approach to a successful project. As the initial base line schedule is developed our review looks to ensure all activities are accurately accounted for but beyond that we look for avenues to help the contractor advance his schedule and shorten the critical path. We suggest concurrent work opportunities, including rephasing of work or additional work areas to mitigate issues or to provide more efficient construction to gain float in the schedule. This forward thinking helps build a reserve of float time which can be used to minimize claims if there are delays. This schedule advancement has the added benefit of increasing the potential for finishing early, saving money for our clients, and providing a new roadway facility to the traveling public. This team's most recent project, US 27 at SR 60, started with the contractor submitting an initial claim for 575 days and 1.2 million dollars. Through intense schedule analysis, innovation, and daily contractor interactions, the E&R team found opportunities for concurrent work in concrete pavement activities by combining multiple MOT phases into a single phase. Additionally, E&R found an opportunity to gain significant time by working with the City of Lake Wales and the freight community to allow the closure of the US 27 over a 3-day weekend instead of the 3 months of nightly closures for setting the steel girders. E&R championed this endeavor through the FDOT Executive team to the Governor's office. As a result of this and other time-saving measures, the contractor dropped their initial claim and the project was **completed on budget, seven months early.**

Claim minimization is a daily effort. Our Project Administrator (PA) walks the project every morning with the contractor's PM to review areas of concern prior to the contractor's work starting. This proactive identification of problems allows the PA to immediately resolve those issues he can and gives time to consult with other parties to address more complex issues. Early identification not only eliminates claims for rework, it also allows the PA and PM to find other work areas while the issue is resolved which avoids/minimizes extra cost claims. For example, on our US 27/SR 60 project our PA and contractor PM discussing upcoming storm drainage operations on the new Frontage Rd determined utility relocations were not as they should be so to avoid delay the PA identified work in a separate phase on SR 60 placing storm drain and the PM moved his crews there. This eliminated a cost claim for idle labor and equipment and provided time to have the utility fully relocate and not delay the contractor when they returned to Frontage Rd.

Our experience is that items discussed weekly at progress meetings ensure all parties are engaged in fixing issues prior to them becoming a delay or claim. We discuss schedule, each utility in detail, as well as RFI's, RFM's and other submittals. We ask at each meeting if the contractor sees any potential issues or concerns. Once a concern is brought up, then it is tracked with "ball-in-court" accountability and discussed at every meeting until resolution.

Utilities are critical to a successful project and key in claims minimization. The utility work schedule may not always align with the temporary traffic control plans. New utility lines need to be placed before existing lines can be taken out of service and removed. Our focus on these critical interactions during schedule reviews and discussion of upcoming work activities allows us to get ahead of potential utility conflicts which can result in costly delay claims. Case in point, on our SR 542 project, the E&R team determined there was a conflict with storm sewer installation and existing Duke Distribution poles that were to be replaced with new facilities at the right-of way line. E&R coordinated a field meeting with Duke Energy and all sub-leased utilities on the poles to develop a plan of action that, when implemented, successfully relocated all poles well before the contractor's drainage crew reached the location eliminating a major claim.

TIMELY COMPLETION OF PROJECTS

Having the right technical and experienced personnel is extremely important to the success of a project. Equally important is making sure that the personnel are available to properly handle the task or project assigned. The E&R team manages our resources like we do our CEI projects, with in-depth scheduling and project reviews to make sure the right team has the right availability to successfully manage the Thompson Nursery Road Project in Polk County.

The E&R team has the experience, ability and the knowledge to manage multiple concurrent activities. From our Project Administrator to the Field Inspector, we are cross-trained in technical aspects to effectively cover operations as needed and trained in Time Management and Project Management to efficiently provide proper oversight regardless of the size, complexity or length of the construction project.

We understand that this contract may have a construction schedule duration of +/- 24 months. Our CEI project team members are phasing out of current projects beginning August 2025 and will be fully available to start this project on Day One. The E&R team has the strength in personnel, experience and commitment to provide Polk County with the qualified engineers, project administrators and inspectors needed at any time. With a combined resource staff of over 170 CEI personnel in the state of Florida, our team can easily ramp up or adjust the number of staff needed to meet the County's CEI project needs.

Once assigned, we will commit our resources to Thompson Nursery Road until the project is completed in its entirety - from Task 1 (CEI for Segment One - US 17 to Rifle Range Road) through Optional Serivces in Tasks 2, 3 and 4. **With an estimated construction duration of 24 months for Task 1, we estimate a requirement of approximately 20,000 inspection staff hours to complete our assignment.** We have the resources the County requires to perform CEI services in coordination with the contractor and in compliance with Polk County. We commit the personnel outlined in our proposed project team for the CEI Services for Thompson Nursery Road. We have evaluated the existing and projected workload of each team member and have realistically projected their time available to devote to this project.

Based on the subject Scope of Services, E&R's team estimates +/- 20,000 inspection staff hours to execute full services for the project. Based on the projected workload of the E&R team over next 24 months, we are able to provide Polk County additional staff as needed to complete the project tasks. In addition to the proposed team members, we have additional personnel who are available to assist any time it is necessary. We believe the integration of our organization with team members from our qualified subconsultants provides us sufficient size and talent to be able to act swiftly to any request by Polk County. Our current availability is demonstrated in the following tables.

CURRENT PERSONNEL AVAILABILITY	Availability for Thompson Nursery Road Project
Key Personnel	
Dan Foss, PE, Senior Project Engineer	60%
Ben Harris, Project Manager	100%
John Mobley, Lead Sr. Inspector	100%
Taylor Harris, Sr. Inspector - Roadway	100%
Jorge Rapozo, Sr. Inspector - Utilities	100%
Tavion Williams, Inspector	100%
Bobby Bandy, Inspector (3G) (DBE)	100%
Alec Osborn, Inspector (Elipsis) (DBE)	100%
Nicholas Lombard, Inspector (RCS) (DBE)	100%
Kris Huggins, Asphalt Plant Inspector (RCS) (DBE)	100%
Michael Conn, Environmental Specialist (MSC Environmental)	30%
AVERAGE % AVAILABLE = 95%	

CURRENT PERSONNEL PROJECT WORKLOAD	Percent Complete	Scheduled Completion
Client/Project		
SR 60 from CR 555 to Broadway & E Van Fleet Rd to Peace River, Polk County (FDOT District 1)	40%	July 2025
SR 25 (US 27) at Tower Street & Shoreline Dr to Davis/Gaines, Polk County (FDOT District 1)	15%	December 2025

E&R follows a strict process on all CEI projects. Adherence to these processes has enabled our CEI teams in the past to complete all projects with outstanding results.

PRE-CONSTRUCTION

- CEI kickoff meeting with Polk County, EOR, UWHCA EOR
- Contractor kickoff meeting, establish contact with Utilities and begin coordination
- Obtain ROW agreements
- Formal Pre-Construction meeting
- Obtain pre-project photo/video documentation
- Review project requirements with project staff
- Develop file system and document control guidelines to include communication requirements
- Review contractor's baseline schedule and Quality Control (QC) Plan

DURING CONSTRUCTION

Once construction activities begin, the following activities will be provided:

- Weekly progress meeting to include MOT, utilities, schedule review, status of issue, environmental compliance, safety, etc.
- Daily work reports, documentation of construction activities
- Stakeholders coordination and communication
- Utility coordination, UWHCA oversight and documentation
- Project Administration and coordination with Polk County
- Construction Inspection and Verification Testing - Include all daily documentation
- MOT reviews and Safety monitoring
- Compliance with permits
- EEO/OJT Compliance Monitoring
- Schedule review, claims avoidance, dispute resolution
- Negotiate contract changes and address Certified Disputes and Claims
- Quality assurance
- Monthly Application for Payment submitted to Polk County (addressing quantities, stockpiled materials, retainage, and schedule of values with accurate W/MBE amounts)
- As-built Plans
- Inspection records (MOT, field books, quantities, erosion control, deficiencies, daily diary)
- Substantial Completion walk-through for corrective items and develop Certificate of Substantial Completion

POST CONSTRUCTION

Post construction will include the following activities:

- Develop Certificate of Final Completion for signature by Polk County
- Submittal of certified final estimate
- Final payment resolution
- Warranty Items **[Added Value: E&R will provide 6-month and 1-year review of project and submit Warranty Findings to Polk County.]**
- Project close-out meeting

PAST PERFORMANCE SURVEYS

Eisman & Russo, Inc. is pleased to present six **Performance Surveys** for projects in Tab 3.

Survey Questionnaire – Polk County

RFP 25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

To: Tracy Padula (Name of Person completing survey)

FDOT/ Construction Project Manager (Name of Client Company/Consultant

Phone Number: 863-519-4110 Email: tracy.padula@dot.state.fl.us

Total Annual Budget of Entity undisclosed

Subject: Past Performance Survey of Similar work:

Project name: SR 25 (US 27) from N of SR 540 to N of Kokomo Rd, Design-Build

Name of Vendor being surveyed: Eisman & Russo, Inc.

Cost of Services: Original Construction Cost: $23,141,400.12 Ending Cost: $24,073,063.96

Contract Start Date: 10/2022 Contract End Date: 11/2024

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)	
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 Tracy Padula

Signature of Evaluator: Tracy Padula Digitally signed by Tracy Padula DN: CN = Tracy Padula C = US O = FLORIDA DEPARTMENT OF TRANSPORTATION Date: 2025.07.29 10:17:41 -05'00'

Please fax or email the completed survey to: ebjork@eismanrusso.com; dfoss@eismanrusso.com

Survey Questionnaire – Polk County

RFP 25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

To: Jay Wolfe (Name of Person completing survey)

FDOT/ Construction Project Manager (Name of Client Company/Consultant

Phone Number: 863-519-4126 Email: jay.wolfe@dot.state.fl.us

Total Annual Budget of Entity undisclosed

Subject: Past Performance Survey of Similar work:

Project name: SR 542 from Buckeye Loop Road to East of US 27

Name of Vendor being surveyed: Eisman & Russo, Inc.

Cost of Services: Original Construction Cost: $43,653,142.93 Ending Cost: $46,097,690.14

Contract Start Date: 8/2020 Contract End Date: 4/2023

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 Jay Wolfe

Signature of Evaluator: Jay Wolfe

Please fax or email the completed survey to: ebjork@eismanrusso.com; dfoss@eismanrusso.com

Survey Questionnaire – Polk County

RFP 25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

To: Todd Gooding (Name of Person completing survey)

City of Winter Haven, Assistant Director of Public Works (Name of Client Company/Consultant

Phone Number: 863-514-3562 Email: tgooding@mywinterhaven.com

Total Annual Budget of Entity undisclosed

Subject: Past Performance Survey of Similar work:

Project name: SR 542 from Buckeye Loop Road to E of US 27 (Utility Work by UWHCA)

Name of Vendor being surveyed: Eisman & Russo, Inc.

Cost of Services: Utility Construction Original Cost: $3,723,907.50 Ending Cost: $4,089,322.69

Contract Start Date: 8/2020 Contract End Date: 4/2023

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)	9
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
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)	9
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Todd Gooding

Signature of Evaluator:

Please fax or email the completed survey to: ebjork@eismanrusso.com; dfoss@eismanrusso.com

Survey Questionnaire – Polk County

RFP 25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

To: Stacy Hill (Name of Person completing survey)

FDOT/ Construction Project Manager (Name of Client Company/Consultant

Phone Number: 863-471-4852 Email: stacy.hill@dot.state.fl.us

Total Annual Budget of Entity undisclosed

Subject: Past Performance Survey of Similar work:

Project name: US 27 at SR 60 Interchange Project

Name of Vendor being surveyed: Eisman & Russo, Inc.

Cost of Services: Construction Original Cost: $44,711,727.00 Construction Ending Cost: $47,224,754.45

Contract Start Date: 7/2020 Contract End Date: 4/2024

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)	9
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 Stacy Hill

Signature of Evaluator: Stacy S Hill Digitally signed by Stacy S Hill Date: 2025.02.05 12:58:44 -05'00'

Please fax or email the completed survey to: ebjork@eismanrusso.com; dfoss@eismanrusso.com

Survey Questionnaire – Polk County

RFP 25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

To: Jay Wolfe (Name of Person completing survey)

FDOT/ Construction Project Manager (Name of Client Company/Consultant

Phone Number: 863-519-4126 Email: jay.wolfe@dot.state.fl.us

Total Annual Budget of Entity undisclosed

Subject: Past Performance Survey of Similar work:

Project name: SR 542 from 1st Street to Buckeye Loop Road

Name of Vendor being surveyed: Eisman & Russo, Inc.

Cost of Services: Construction Original Cost: $20,022,781.18 Ending Cost: $ 19,675,000.68

Contract Start Date: 11/2018 Contract End Date: 12/2020

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 Jay Wolfe

Signature of Evaluator:

Please fax or email the completed survey to: ebjork@eismanrusso.com; dfoss@eismanrusso.com

Survey Questionnaire – Polk County

RFP 25-245, Construction Engineering & Inspection (CEI) Services for Thompson Nursery Road

To: Todd Gooding (Name of Person completing survey)

City of Winter Haven, Assistant Director of Public Works (Name of Client Company/Consultant

Phone Number: 863-514-3562 Email: tgooding@mywinterhaven.com

Total Annual Budget of Entity undisclosed

Subject: Past Performance Survey of Similar work:

Project name: SR 542 from 1st Street to Buckeye Loop Road (Utility Work by UWHCA)

Name of Vendor being surveyed: Eisman & Russo, Inc.

Cost of Services: Original Cost: Utility Construction $3,303,402.45 Ending Cost: $3,060,208.93

Contract Start Date: 11/2018 Contract End Date: 12/2020

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)	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)	9
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
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)	9
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Todd Gooding

Signature of Evaluator:

Please fax or email the completed survey to: ebjork@eismanrusso.com; dfoss@eismanrusso.com

Exhibit Aiii

SCOPE OF SERVICES

Construction Engineering and Inspection (CEI) Services

Thompson Nursery Road Extension – Segment 1

Polk County

Prepared by: Eisman & Russo, Inc.

1. DESCRIPTION

Polk County (the "County") has selected Eisman & Russo, Inc. (the "Consultant") to provide Construction Engineering and Inspection (CEI) services for the Thompson Nursery Road Extension - Segment 1 project. The Consultant will act as the County's representative to oversee and administer the construction contract, ensuring the project is completed in reasonable conformance with the plans, specifications, and applicable regulations.

The Consultant will manage construction activities from pre-construction through final acceptance and post-construction close-out.

2. SCOPE OF SERVICES

A. General Contract Administration

- Administer, monitor, and inspect the Construction Contract in accordance with County guidelines.
- Serve as the County's primary representative for field operations.
- Coordinate and document pre-construction conferences.
- Maintain contract files, correspondence logs, and decision records throughout the construction duration.
- Conduct progress meetings.
- Coordinate with the Design Engineer of Record (EOR) prior to construction and during construction to address plan discrepancies, clarifications, or respond to Contractor requests for information.

B. On-Site Inspection and Oversight

- Provide qualified field personnel to monitor the Contractor's daily operations.
- Inspect the work to ensure reasonable compliance with contract documents and acceptable quality standards.
- Maintain detailed daily reports and photographic documentation of construction activities.
- Monitor compliance with the approved Work Zone Traffic Control Plan, including reviewing modifications.

C. Sampling and Testing

- Coordinate and arrange for materials testing through an independent, certified laboratory.
- Review testing results and verify materials meet contract specifications.
- For any materials not meeting contract requirements, coordinate investigation and evaluation of materials, assessment of acceptability, and final disposition.
- Maintain documentation of material certifications, sample logs, and testing results.
- Prepare a comprehensive materials summary upon project completion.

D. Construction Contract Management

- Review and respond to Requests for Information (RFIs) and shop drawings.
- Track, review, and recommend approval or rejection of contract change orders and contractor claims.
- Monitor compliance with project schedules, including baseline schedule reviews and monthly updates.
- Review contractors' requests for monthly progress payments and, if appropriate, certify pay application is proper and transmit to County with recommendation that the invoice be paid.
- Verify quantity calculation and field measure for payment purposes as needed to prevent delays in Contractor operations and facilitate prompt processing of such information for the County to make timely payment to the Contractor.
- Direct the contractor, after consultation with the County, on removal and replacement of defective work which does not meet specifications or is otherwise incorrectly constructed.
- Coordinate with the County and Design EOR in the event of the need to revise the contract drawings during the construction period.

E. Utility Coordination

- Facilitate coordination with utility companies and contractors in assisting conflict avoidance and resolution.
- Monitor utility relocation and installation activities for conformance with contract documents.
- Track and maintain documentation of utility adjustments and approvals.
- Assist the EOR, Contractor, and Utility Owner with resolving utility conflicts to ensure there are limited impacts.

F. Stormwater and Environmental Compliance

- Verify contractor compliance with erosion and sedimentation control measures.
- Ensure stormwater pollution prevention plans (SWPPP) are properly implemented and documented.
- When a NPDES General Permit is required, provide at least one inspector who has successfully completed the “Florida Storm Water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors”.

G. Public Involvement & Documentation

- Document issues of public concern and maintain a photo log of the project.
- Record and archive digital video of pre-construction conditions and significant construction events.
- Conduct coordination meetings and prepare minutes to distribute to relevant parties.

H. Quality Assurance and Plan

- Prepare and maintain a QA Plan for the County's approval within 30 days of Notice to Proceed.
- Perform quality reviews and internal audits to ensure compliance with CEI responsibilities.
- Maintain all project records in accordance with the County's file management requirements and Public Records Law.
- Provide verification of the Contractor's activities on the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project.
- Provide verification samples determining the acceptability of materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.
- Provide sampling, testing, and laboratory methods as required by the construction contract documents or as modified by the County.
- Documentation reports on the sampling and testing performed will be maintained in the project files and submitted to the County upon request.

I. Contractor Final Payment Request

- Prepare documentation and records in compliance with the Consultant's approved QA Plan and County procedures.
- Submit the Final Estimate within thirty (30) calendar days of final acceptance or where all items of work are complete and conditional / partial acceptance is utilized by the County.
- A scope of any items the County requests to be partially accepted will be provided to the County's Project Manager detailing each item.
- If final as-builts are recommended for disapproval, monitor contractor's preparation of revised final as-built drawings.
- Generate a punch list for the Contractor and ensuring all items are resolved timely.
- Submit a final project report and final pay estimate within 30 calendar days of project acceptance.
- Provide close-out documentation for individual Environmental Resource Permit (ERP) or USACOE Permit.

3. COMPENSATION

Compensation for services rendered under this CEI Contract will be reimbursed based on agreed upon hourly rates and hours worked on the project. The hourly rates will cover all labor, materials, equipment, and other direct costs associated with the services. Any modifications to the scope of work or adjustments to the compensation must be formally approved by Polk County through an official amendment process.

CEI CONSULTANT ESTIMATED STAFFING

RFP 25-245, CEI Services for Thompson Nursery Road

Description: Thompson Nursery Road Extension, Segment 1

| | | | CEI: Prelim. Contract and Utility Work | | | Construction: CEI | | |

Exhibit B

CEI CONSULTANT ESTIMATED STAFFING

RFP 25-245, CEI Services for Thompson Nursery Road

Description: Thompson Nursery Road Extension, Segment 1

| | | | CEI: Prelim. Contract and Utility Work | | | Construction CEI | | |

	Asphalt Plant	Plant Inspector - Kris Huggins (500 hrs @ $75/hr)	$37,500
			$87,500
Aerial Photography	Aerial Innovations (DBE)		$5,000
		TOTAL - Other Services	$148,563

	Start Date	Time	End Date	Months
Construction	1/13/2026	693	9/24/2028	33.10
CEI	10/1/2025	1120	10/25/2028	37.33

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1.	Subcontractor Services	Actual Costs
2.	Travel & Mileage Expenses	In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).
3.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

Agenda Item G.2. 12/16/2025

SUBJECT

Approve construction contract with Kamminga & Roodvoets, Inc. for the Spirit Lake Road Roundabout project ($4,991,838.82 one-time expense)

DESCRIPTION

The Roads and Drainage Division requested Procurement to solicit bids from qualified contractors who were interested in constructing a roundabout on Spirit Lake Road in Winter Haven. The primarily consists of constructing a new roundabout at the intersection of Spirit Lake Rd at Sheffield Rd and Old Bartow/Eagle Lake Rd (east). Old Bartow/Eagle Lake Rd (west) will be re-aligned to intersect with Sheffield Rd and will be disconnected from Spirit Lake Rd.

Bid 25-631, Spirit Lake Road Roundabout was issued, and seven contractors submitted a bid.

Company	Location	Total
Kamminga & Roodvoets, Inc.	Tampa, FL	$4,754,132.82
Tucker Paving, Inc.	Winter Haven, FL	$6,145,434.13
Crisdel Group, Inc.	Tampa, FL	$6,381,899.07
Ajax Paving Industries of Florida	North Venice, FL	$6,418,436.53
Cone & Graham, Inc.	Tampa, FL	$6,768,590.00
American Design Engineering Construction Inc.	Weston, FL	$6,788,646.60
Cathcart Construction Company - Florida LLC	Winter Springs, FL	$7,969,714.80

A recommendation of award was issued to Kamminga & Roodvoets, Inc., and no protests were received. In accordance with Resolution No. 13-066, $237,706.00 was added to the contract for allowance work for a total contract amount of $4,991,838.82. The contract time for this project is 492 days to final completion. Allowance time for the project is 60 days.

RECOMMENDATION

Request Board approve a construction contract with Kamminga & Roodvoets, Inc. in the amount of $4,991,838.82 for Bid 25-631, Spirit Lake Road Roundabout.

FISCAL IMPACT

Funding is available in the Transportation Trust Fund within the Roads and Drainage 5 year CIP.

CONTACT INFORMATION

Ken Brush

Procurement Contracts Manager

863.534.6727

kenbrush@polk-county.net

PART E

CONTRACT

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

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid 25-631, Spirit Lake Rd Roundabout.

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

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

Article 2. Contract Price: The Contract price includes the total bid price of $4,754,132.82 plus the Allowance Work amount of $237,706.00 the total sum being $4,991,838.82. This total contract price shall be reduced by the unused amount of the allowance, if such Work is not completed.

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

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Final Completion within 492 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 492 days. The allowance time for this project is 60 days.

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

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

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

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

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

ATTEST: STACY M. BUTTERFIELD, CLERK

BY:_____
DEPUTY CLERK

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

BY:_____
CHAIRMAN

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

_____ 12/2/2025
County Attorney's Office Date

ATTEST:

_____
Corporate Secretary

SEAL

CONTRACTOR: Kamminga & Roodvoets, Inc.

BY:_____
Authorized Corporate Officer or Individual

James Barnes
(Printed or Typed Name of Signer)

Vice President
(Printed or Typed Title of Signer)

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

813-623-3031
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Hillsborough
The foregoing instrument was acknowledged before me by means of ■ physical presence or ☐ online notarization this Nov. 19th, 2025 (Date) by James Barnes (Name of officer or agent) as Vice 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 _____ 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 Nov. 19th, 2025 (Date) Delaney Marsnek
_____ (Official Notary Signature and Notary Seal) _____
(Name of Notary typed, printed or stamped)
Commission Number HH708312 Commission Expiration Date 9/17/29

DELANEY MARSNEK NOTARY PUBLIC MY COMMISSION EXPIRES 9/17/2029 STATE OF FLORIDA COMMISSION NUMBER HH708312

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 _____

Detail by Entity Name

Foreign Profit Corporation
KAMMINGA & ROODVOETS, INC.

Filing Information

Document Number	849021
FEI/EIN Number	38-1808100
Date Filed	05/04/1981
State	MI
Status	ACTIVE

Principal Address

3435 BROADMOOR , S.E.
GRAND RAPIDS, MI 49512

Changed: 05/23/1991

Mailing Address

5219 CONE ROAD
TAMPA, FL 33610

Changed: 10/23/2014

Registered Agent Name & Address

Barnes, James
5219 CONE RD
TAMPA, FL 33610

Name Changed: 02/05/2025

Address Changed: 04/28/2020

Officer/Director Detail

Name & Address

Title VP

KREIDER, BRADLEY
3435 BROADMOOR SE
GRAND RAPIDS, MI 49512

Title President

POLL, KURT
3435 BROADMOOR SE
GRAND RAPIDS, MI 49512

Title Secretary

RINGNALDA, DANIEL
3435 BROADMOOR , S.E.
GRAND RAPIDS, MI 49512

Title Officer

TIDEY, BRADRICK
5219 CONE ROAD
TAMPA, FL 33610

Title VP

BARNES, JAMES
5219 CONE ROAD
TAMPA, FL 33610

Annual Reports

Report Year	Filed Date
2023	03/15/2023
2024	02/22/2024
2025	02/05/2025

Document Images

02/05/2025 -- ANNUAL REPORT	View image in PDF format
02/22/2024 -- ANNUAL REPORT	View image in PDF format
03/15/2023 -- ANNUAL REPORT	View image in PDF format
03/11/2022 -- ANNUAL REPORT	View image in PDF format
04/20/2021 -- ANNUAL REPORT	View image in PDF format
04/28/2020 -- ANNUAL REPORT	View image in PDF format
03/27/2019 -- ANNUAL REPORT	View image in PDF format
03/28/2018 -- ANNUAL REPORT	View image in PDF format
03/03/2017 -- ANNUAL REPORT	View image in PDF format
02/09/2016 -- ANNUAL REPORT	View image in PDF format
03/26/2015 -- ANNUAL REPORT	View image in PDF format
02/26/2014 -- ANNUAL REPORT	View image in PDF format
03/04/2013 -- ANNUAL REPORT	View image in PDF format
03/19/2012 -- ANNUAL REPORT	View image in PDF format
03/17/2011 -- ANNUAL REPORT	View image in PDF format
02/15/2010 -- ANNUAL REPORT	View image in PDF format
02/12/2009 -- ANNUAL REPORT	View image in PDF format

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 22,2025

KAMMINGA & ROODVOETS, INC.
3435 BROADMOOR SE
GRAND RAPIDS, MICHIGAN 49512

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, SIDEWALK, WATER MAINS, SEWER, JACKING AND LIFT STATIONS

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BARNES, JAMES LOUIS

KAMMINGA & ROODVOETS INC
5219 CONE RD
TAMPA FL 33610

LICENSE NUMBER: CUC1226000

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/07/2024

Do not alter this document in any form.

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

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 112741 CLASS: B+ EXPIRES: 09/30/2026

OWNER NAME	LOCATION
JAMES LOUIS BARNES	POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS

KAMMINGA & ROODVOETS INC
KAMMINGA & ROODVOETS INC
5219 CONE RD
TAMPA FL 336105301

CODE ACTIVITY TYPE
230290 CONTRACTOR UNDERGROUND UTILEXC

PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR-CUC1226000

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

PAID - 3495449 08/29/2025 HSP TP 57.75 KAMMINGA & ROODVOETS INC

EXHIBIT II
PUBLIC CONSTRUCTION BOND
FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.:	190058197
CONTRACTOR NAME:	Kamminga & Roodvoets, Inc.
CONTRACTOR ADDRESS:	5219 Cone Rd, Tampa, FL 33610
CONTRACTOR PHONE NO:	813-623-3031
SURETY COMPANY:	Liberty Mutual Insurance Company
	175 Berkeley St, Boston, MA 02116
	617-357-9500
OWNER NAME:	Polk County, a political subdivision of the State of Florida
OWNER ADDRESS:	330 West Church Street
	Bartow, FL 33880
OWNER PHONE NO:	863-534-6757
OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity)	
OBLIGEE ADDRESS:	
OBLIGEE PHONE NO:	
BOND AMOUNT:	$4,991,838.82
CONTRACT NUMBER:	25-631
GENERAL DESCRIPTION OF PROJECT:	Construct a roundabout on Spirit Lake Road which is located in Winter Haven in Polk County, Florida.
PROJECT LOCATION:	From the intersection of US 17 @ Spirit Lake Road, go north on Spirit Lake Road for approximately 0.8 mile. This project is located at the intersection of Spirit Lake Road @ Sheffield Road in unincorporated Polk County.

PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That Kamminga & Roodvoets, Inc., as Principal, and Liberty Mutual Insurance Company, as Surety, located at 175 Berkeley St, Boston, MA 02116 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida as Obligee in the sum of Four Million Nine Hundred Ninety One Thousand Eight Hundred Thirty Eight Dollars and Eighty Two Cents Dollars, ($4,991,838.82) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated_____, 20___ (date of bid award) between Principal and County for construction of Bid 22-115, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and

3. Pays County all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

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

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

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

IN WITNESS WHEREOF, this instrument is executed this_____ day of_____, 20__.

ATTEST:

Witness

Witness

PRINCIPAL: Kamminga & Roodvoets, Inc.

BY: (SEAL)
Authorized Signature (Principal)

James Barnes
Printed Name

Vice President
Title of Person Signing Above

ATTEST:

Witness

Witness

SURETY: Liberty Mutual Insurance Company
Printed Name

BY: (SEAL)
Attorney in Fact

Printed Name

Carolyn Schultz
Business Address

300 Ottawa Ave N.W. Suite 301, Grand Ra

POWER OF ATTORNEY

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

Certificate No: **8213862 - 975250**

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of April, 2025.

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

By: _____
Renee C. Llewellyn, Assistant Secretary

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

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

PART D – EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Kamminga & Roodvoets, Inc. (hereinafter called the Principal) and Liberty Mutual Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Massachusetts, and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of Two Hundred Thirty Seven Thousand Seven Hundred Six Dollars and Sixty Four Cents dollars ($ 237,706.64) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of BID #25-631, Spirit Lake Rd Roundabout

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 17th day of September 2025.

ATTEST:

PRINCIPAL: Kamminga & Roodvoets, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

Witness

Witness

James Barnes
Printed Name

VP Estimating
Title of Person Signing Above

ATTEST:

SURETY: Liberty Mutual Insurance Company
Printed Name

Witness Renee L Klein

BY: _____ (SEAL)
Attorney in Fact

Witness

Carolyn Schultz
Printed Name

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

NOTES:

1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

POWER OF ATTORNEY

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

Certificate No: 8213862 - 975250

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of April, 2025.

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of September, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2025

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
Bouchard Region
101 N Starcrest DR
Clearwater FL 33765

CONTACT NAME:
PHONE (A/C, No, Ext): 727-447-6481 **FAX (A/C, No):** 727-449-1267
E-MAIL ADDRESS: mmabouchard.certificates@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg	19445
INSURER B : Travelers Property Casualty Co. of Amer	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KAMMING
Kamminga & Roodvoets, Inc.
3435 Broadmoor Avenue SE
Grand Rapids MI 49512-2870

COVERAGES **CERTIFICATE NUMBER:** 143475966 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	9894837	6/1/2025	6/1/2026	EACH OCCURRENCE	$ 5,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X XCU Cov Included						PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 10,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	5717854	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Hired [X] Non-Owned							$
B	X UMBRELLA LIAB [X] OCCUR	Y	Y	CUP3Y62258125NF	6/1/2025	6/1/2026	EACH OCCURRENCE	$ 12,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 12,000,000
	[ ] DED [X] RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	13188195	6/1/2025	6/1/2026	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BID #25-631, Spirit Lake Rd Roundabout
Certificate holder is additional insured as respects General, Automobile and Excess Liability only if required by written contract, and subject to the terms, conditions and limits as specified in the policy. Coverage is primary with respect to General, Automobile and Excess Liability and non-contributory as subject to the terms, conditions and exclusions of the policy. Waiver of subrogation applies in favor of certificate holder as respects to General, Automobile, Excess Liability and Workers Compensation only if required by written contract, and subject to the terms, conditions and limits as specified in the policy. 30 day Notice of Cancellation with respect to General, Automobile, Workers Compensation and Excess Liability.

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
P.O. Box 9005, Drawer AS05
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
Todd George

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EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS
County of Hillsborough)

James Barnes, being first duly sworn, deposes and says that:

1. They are Vice President of Kamminga & Roodvoets, Inc., the Bidder that has submitted the attached Bid;

2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

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

Signed _____

Title Vice President

Subscribed and sworn to before me this 24th day of September, 20 25

_____

_____
(Title)

My Commission expires 9/17/29

DELANEY MARSONEK NOTARY PUBLIC MY COMMISSION EXPIRES 9-17-2029 STATE OF FLORIDA COMMISSION NUMBER HH 706312

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 25-631

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid # 25-631.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this 24th day of September, 20 25

Name of Firm Kamminga & Roodvoets, Inc.

By James Barnes

Vice President
Title of Person Signing

Subscribed and sworn to before me this 24th day of September, 20 25

(Title)

My Commission expires 9/17/29

DELANEY MARSONEK NOTARY PUBLIC MY COMMISSION EXPIRES 9-17-2029 STATE OF FLORIDA COMMISSION NUMBER HH 708312

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Texas)
SS
County of Burnet)

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

1. The I are VP of Aero Photo, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid: Bid 25-631 Spirit Lake Road Roundabout

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

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

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

Signed _____

Title VP

Subscribed and sworn to before me this 19th day of November, 20 25

_____

_____
(Title)

My Commission expires July 29, 2029

Patricia D Gerino
My Commission Expires
7/29/2029
Notary ID133239725

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
SS
County of Hillsborough)

Sylvia Quetel, being first duly sworn, deposes and says that:

1. They are Admin Manager of Atlantic Pipe Services, LLC, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid: Bid 25-631 Spirit Lake Road Roundabout

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

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

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

Signed [signature]

Title Admin Manager

Subscribed and sworn to before me this 19 day of Nov, 20 25

Maria E Suarez

Project Coordinator
(Title)

My Commission expires April 21, 2026

MARIA E. SUAREZ
MY COMMISSION # HH 237700
EXPIRES: April 21, 2026

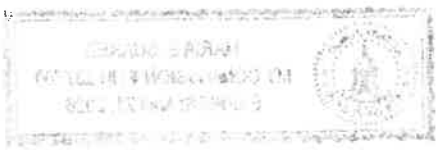

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
SS
County of Hernando)

Paul Hughes, being first duly sworn, deposes and says that:

1. They are President of Delaware Industries Inc, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid: Bid 25-631 Spirit Lake Road Roundabout

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

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

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

Signed _____

Title President

Subscribed and sworn to before me this 19 day of November, 20 25

Paul Hughes

President
(Title)

My Commission expires _____

ARIEL OLIVER
MY COMMISSION # HH 185624
EXPIRES: February 7, 2026
Bonded Thru Notary Public Underwriters

Ariel Oliver

EX V-1

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of FLORIDA)
County of HILLSBOROUGH SS)

Joe Pitre, being first duly sworn, deposes and says that:

1. They are Director of Risk of Florida Asphalt & Concrete, LLC, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid: Bid 25-631 Spirit Lake Road Roundabout

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

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

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

Signed Joe Pitre

Title Joe Pitre, Director of Risk

Subscribed and sworn to before me this 19th day of November, 20 25

Notary Public

(Title)

My Commission expires

LORI P. KATZMAN
MY COMMISSION # HH 496037
EXPIRES: June 22, 2028

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
SS
County of Polk)

Jamis Simmons, being first duly sworn, deposes and says that:

1. They are Vice President of General Asphalt of Lakeland LLC, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid: Bid 25-631 Spirit Lake Road Roundabout

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

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

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

Signed _____

Title Vice President

Subscribed and sworn to before me this 19th day of November, 20 25

_____

Notary Public, State of Florida

(Title)

My Commission expires April 26, 2027

NOTARY PUBLIC STATE OF FLORIDA
MELISSA R. DUKE
Commission # HH 378789
Expires April 26, 2027

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
SS
County of Pinellas)

The Kleingers Group, being first duly sworn, deposes and says that:

1. They are Bill Davis of The Kleingers Group, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid: Bid 25-631 Spirit Lake Road Roundabout

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

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

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

Signed [signature]

Title Survey Group Leader

Subscribed and sworn to before me this 20 day of November, 2025

[signature]

Project Coordinator
(Title)

My Commission expires 12/12/25

MAJA I. LUCEY
MY COMMISSION # HH 177358
EXPIRES: December 12, 2025
Bonded Thru Notary Public Underwriters

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
SS
County of Hillsborough)

Joel Switch, being first duly sworn, deposes and says that:

1. They are Division Manager of McShea Contracting, LLC, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid: Bid 25-631 Spirit Lake Road Roundabout

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

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

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

Signed _____

Title Division Manager

Subscribed and sworn to before me this 20th day of November, 20 25

_____

Kiana Jimenez, Contract Admin
(Title)

My Commission expires Feb 10, 2029

KIANA JIMENEZ
Notary Public - State of Florida
Commission # HH 638500
My Comm. Expires Feb 10, 2029
Bonded through National Notary Assn.

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
SS
County of Hillsborough)

Ana Raulersdon, being first duly sworn, deposes and says that:

1. They are President of Raulerson & Son, Inc., hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid: Bid 25-631 Spirit Lake Road Roundabout

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

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

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

Signed Ana Raulerson

Title Ana Raulerson, President

Subscribed and sworn to before me this 19th day of November, 2025

(Title)

My Commission expires

NOTARY PUBLIC STATE OF FLORIDA
TAGHI M. SADEGHI
MY COMMISSION # HH 356132
EXPIRES: May 28, 2027

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
SS
County of Hillsborough)

Henri V. Jean, being first duly sworn, deposes and says that:

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

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid: Bid 25-631 Spirit Lake Road Roundabout

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

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

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

Signed _____

Title President

Subscribed and sworn to before me this 19th day of November, 2025

Cynthia Johnson

(Title)

My Commission expires August 14, 2028

RECEIVED
NOV 20 2025

CYNTHIA JOHNSON
Notary Public - State of Florida
Commission # HH 639922
My Comm. Expires Aug 14, 2028
Bonded through National Notary Assn.

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
SS
County of Seminole)

Alexandrine Galbreath, being first duly sworn, deposes and says that:

1. They are Asst. Treasurer of Traffic Control Devices, LLC, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid: Bid 25-631 Spirit Lake Road Roundabout

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

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

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

Signed _____

Title Assistant Treasurer

Subscribed and sworn to before me this 20th day of November, 20 25

Laura R Cook

(Title)

LAURA R. COOK
MY COMMISSION # HH 466816
EXPIRES: March 16, 2028

My Commission expires 3/16/28

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
SS
County of Hills)

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

1. They are President of Traffic Control Products, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid: Bid 25-631 Spirit Lake Road Roundabout

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

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

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

Signed Karen Wasielewski

Title President

Subscribed and sworn to before me this 24 day of November, 20 25

Bobbie Jo Musso

AR Supervisor
(Title)

My Commission expires:

BOBBIE JO MUSSO
MY COMMISSION # HH 718444
EXPIRES: September 18, 2029

EX V

Exhibit VI-A
Subcontractor List

		Classification															
Work Activity	**Firm performing work**	**Caucasian, Male**	**%**	**Caucasian, Female**	**%**	**African American**	**%**	**Hispanic American**	**%**	**Asian Pacific American**	**%**	**Native American**	**%**	**Asian Indian American**	**%**	**Total**	**% of Total**
Sodding	Raulerson & Son			$ 91,648.00												$ 91,648.00	4.12%
QC Testing	Tierra	$ 26,800.00														$ 26,800.00	1.21%
Asphalt	General Asphalt of Lakeland	$ 641,204.25														$ 641,204.25	28.83%
Concrete	Florida Asphalt & Concrete	$ 506,899.95														$ 506,899.95	22.79%
CCTV	Atlantic Pipe Services	$ 11,979.65														$ 11,979.65	0.54%
Signalization	Traffic Control Devices	$ 475,782.00														$ 475,782.00	21.39%
Fence	Delamere Industries	$ 49,081.00														$ 49,081.00	2.21%
Survey	Kleingers Group	$ 49,580.00														$ 49,580.00	2.23%
MOT, Signs, Barrier Wall	Traffic Control Products			$ 274,632.00												$ 274,632.00	12.35%
Striping	McShea Contracting	$ 93,563.20														$ 93,563.20	4.21%
Project Video	Aero			$ 2,753.38												$ 2,753.38	0.12%
	SubTotals	$ 1,854,890.05		$ 369,033.38		$ -		$ -		$ -		$ -		$ -		$ 2,223,923.43	100.00%
	Allowance															$ -	
	TOTAL															$ 2,223,923.43	

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 19.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to https://vcl.polk.one/vendordirectory, Procurement & Bids, WMBE Online Directory for additional names. Please list the company's names and the result of your contact for each subcontractor solicited for the following areas of work. Suppliers can be listed in the blank spaces at the bottom of the page. Contacting (5) five firms, if available, shall satisfy the Good Faith Effort requirement. This will be required of the apparent low bidder at the pre-award meeting with Exhibit VI-A, Subcontractor Listing.

	Division of Work	Results of Good Faith Effort
1.	Pre/Post Video	
	Aero Photo (WBE)	Utilizing
	LP Video (WBE)	Using a different company
	Florida Contractors Video Service (WBE)	Closing business
2.	Survey	
	Kleingers Group (SBE)	Utilizing
	On-Point Surveying (MBE)	Using a different company
	Hyatt Surveying (WBE)	No response
	Geo-Point Surveying	Using a different company
	Ferguson Land Surveyors (SBE)	Using a different company
3.	QC Testing	
	Tierra, Inc.	Utilizing
	TTCS, Inc. (MBE)	No response
	Southern Earth Sciences	No response
	Roberts Consulting Services (MBE)	Using a different company
4.	Asphalt Paving	
	General Asphalt	Utilizing
	Baker Paving	Using a different company
	Pavemaster	Using a different company
	King Paving	Using a different company
5.	Sodding	
	Raulerson & Son (WBE)	Utilizing
	Creekside Nursery (MBE)	Using a different company
	Sunbelt Sod (WBE)	No responge

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

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	Division of Work	Results of Good Faith Effort
1.	Concrete	
	Florida Asphalt & Concrete	Utilizing
	Curb Man	Using a different company
	LS Curb	Using a different company
2.	Signalization	
	Traffic Control Devices	Utilizing
	MPG & Company	Using a different company
	Montoya	Using a different company
3.	Fence	
	Delamere Industries	Utilizing
	USA Fence	No response
	KMG Fence	Using a different company
	Bravo Fence	No response
	Smith Fence	No response
4.	MOT	
	Traffic Control Products (WBE)	Utilizing
	ACME Barricades	Using a different company
	Arrive Alive Traffic Control	Using a different company
	Bob's Barricades	No response
5.	Striping	
	McShea Contracting	Utilizing
	Bussey Construction (WBE)	Using a different company
	Traffic Control Products (WBE)	Using a different company
	Baker Paving	No response

EXHIBIT XVIII
CERTIFICATE OF COMPLIANCE

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

Bid # 25-631

Kamminga & Roodvoets, Inc.
Contractor

Signature

James Barnes
Printed Name of Signer

11/19/25
Date

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

BIDDING REQUIREMENTS AND
CONTRACT DOCUMENTS FOR:

Spirit Lake Rd Roundabout

BID FILE NO: #25-631

County Project: 5400193

ISSUE DATE: August 1, 2025

PROCUREMENT DIVISION
330 W CHURCH STREET, ROOM 150
DRAWER AS05, P.O. BOX 9005
BARTOW, FLORIDA 33830/33831-9005
Website: www.polk-county.net

Procurement Contracts Manager: Ken Brush
E-Mail: kenbrush@polk-county.net
Main Number: (863) 534-6757
Fax: (863) 534-6789

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BID REGISTRATION

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

Bid Number and Title: Bid 25-631, Spirit Lake Rd Roundabout

Description: Furnish all labor, materials, supervision, and equipment necessary to construct a new roundabout on Spirit Lake Road which is located in Winter Haven in Polk County, Florida as outlined in the bid documents.

Receiving Period: Wednesday, September 10, 2025, Prior to 2:00p.m.

Bid Opening: Wednesday, September 10, 2025, at 2:00p.m.

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

BIDDER REGISTRATION

FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-6789

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

Company Name: _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code:_____

Phone:_____ E-mail:_____

BID SUBMITTAL INSTRUCTIONS

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

Sealed Parcel Submittal:

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

Sealed Bid. DO NOT OPEN	
Sealed Bid Number	25-631
Bid Title	Spirit Lake Rd Roundabout
Due Date/Time:	September 10, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

Electronic Bid Submittal:

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

For PDF documents "Bid 25-631 – Title of Document"

For Excel Bid Sheets "Bid 25-631 – Bid Sheet"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: https://youtu.be/vkn_7AHgioE.

If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

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

PART A – BIDDING REQUIREMENTS

INVITATION FOR BID

Name of Bid: Spirit Lake Rd Roundabout

BID NUMBER: 25-631

BID BOND IS REQUIRED
PUBLIC CONSTRUCTION BOND IS REQUIRED
PRE-BID CONFERENCE: **N/A**

BID DUE/DATE/TIME: Wednesday, September 10, 2025, PRIOR TO 2:00 P.M.
DATE/TIME OF BID OPENING: Wednesday, September 10, 2025, AT 2:00 P.M. Or As Soon As Possible Thereafter
PLACE OF BID OPENING: PROCUREMENT DIVISION, 330 WEST CHURCH STREET, ROOM 150, BARTOW, FLORIDA 33830
DEADLINE FOR QUESTIONS FROM BIDDERS: Monday, September 1, 2025, Prior to 4:00 P.M.

INSTRUCTION TO BIDDERS

1.0 Bids

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

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

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

- Part C – Bid Sheets and Acknowledgement Form,
  - With the manual signature of an authorized representative of the company or their designee,
  - Bid prices must be entered on the Part C – Bid Sheets and Acknowledgement Form (no other bid submittals will be accepted),
  - All information requested on BSU-2 and BSU-3 (or BSL-2 and BSL-3).
- Exhibit I, Bid Bond.
- Exhibit IV, Non-Collusion Affidavit of Prime Bidder.

- Exhibit VI, Affidavit of Percentage of Work (this requirement does not include Exhibit VIA and Exhibit VIB).
- All additional information requested as a "must" item in any Addendum.
- All corrections made by the Bidder to the Bid Sheets and Acknowledgement Form should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. Should a price correction not be acknowledged, lowest price will prevail.
- One original and one copy of the complete Bid Submittal must be tendered.

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

- These items include:
  - Exhibit II, Public Construction Bond
  - Exhibit III, Payment of Stored Materials
  - Exhibit V, Non-Collusion Affidavit of Subcontractor
    - Exhibit VI-A, Subcontractor List
    - Exhibit VI-B, Good Faith Effort Documentation
    - Exhibit VII, Trench Safety Act Compliance
    - Exhibit VIII, Equal Employment Opportunity
    - Exhibit IX, Drug-Free Work Place Form
    - Exhibit X, Safety Requirements/Regulations
    - Exhibit XVIII, Certificate of Compliance
    - Exhibit XIX, Affidavit Certification Immigration Laws
    - Exhibit XXI, Scrutinized Companies Certification
    - Exhibit XXV, Employment Eligibility Verification (E-Verify) Certification
    - Exhibit XXVI, Affidavit Regarding the use of Coercion for Labor or Services
    - Any items called for in the Supplementary Conditions

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

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

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

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

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

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

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

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

by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida.

1.13 Unless exempt under Florida Statute, Bidder should furnish a copy of either their State of Florida Contractor Certification or their Florida Registration showing they are licensed in Polk County with its Bid Submittal. The Certification or Registration must be current and effective as of the Bid Submittal date and must be maintained throughout the life of the contract.

2.0 Pre-Qualifications

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

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

3.0 Joint Venture

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

4.0 Bid Errors

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

5.0 No Bid

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

6.0 Discounts

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

7.0 Material and Construction

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

8.0 Conflict of Interest

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

9.0 Assignment of Contract

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

10.0 Recommendation of Bid Award/Rejection of Bids

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

10.2 As part of the recommendation of award by the Procurement Director, any actual bidder or proposed bidder who is allegedly aggrieved in connection with the solicitation or pending recommendation of award of a contract may protest to the Procurement Director, in accordance with the Procurement Policies and Procedures Manual. The procedures are available at the Polk County Procurement Division at (863) 534-6757. Any person who wishes to file a protest regarding the recommendation of award may do so by submitting a non-refundable cashier's check in the amount of $1,000.00 with their initial protest. Failure to follow the bid protest procedure requirements with the time frames prescribed herein as established by Polk County, Florida, shall constitute a waiver of your protest and any resulting claims. If no protests are received, the Procurement Director will work with the Procurement Analyst assigned to this bid to coordinate that the contract documents are executed by the recommended Bidder and placed on a Board agenda for approval by the Board and execution by the Chairman of the Board.

11.0 Approval of Contract

The recommended Bidder will be required to execute the contract documents as outlined in the bid package including, the Public Construction Bond, all signed exhibits and other required information

stated in the supplemental conditions or any addendums. The executed documents should be returned to procurement within 10 working days of the documents being sent by procurement to the Bidder for execution. After the executed documents are received back by procurement they will be given to the County Attorney's Office for approval to be added to a Board agenda for Board approval and execution by the Chairman of the Board.

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

12.0 Security Forfeiture

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

13.0 Laws, Codes and Regulations

The Bidder shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or affecting materials or methods used, and govern itself in accordance with them. If the Bidder observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify the County in writing prior to the Bid Receiving Date. Failure of the Bidder to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Bidder shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.

14.0 Safety Requirements/Regulations

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

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

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

15.0 Liquidated Damages

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

16.0 Standard Basis for Bidding

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

17.0 Preconstruction Conference

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

18.0 Florida Public Entity Crime Statute

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.

19.0 Preference for Drug-Free Workplace

Whenever two or more bids which are equal with respect to price, quality and service are received; preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Florida Statutes, Section 287.087. If there are two or more bids that are equal and also certifies as a drug free workplace, then the tie bid shall be broken as per the Polk County Procurement Procedures.

20.0 Requirement to list Subcontractors

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

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

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

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

22.0 Equal Opportunity for Contractors and Subcontractors

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

23.0 Additions/Revision/Deletions

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

24.0 Unit Prices

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

25.0 Code of Ethics

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

26.0 Questions

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

27.0 Bid Protest

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

28.0 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.

29.0 Local Preference

It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

When bids are received that do not exceed $3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than $5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision 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.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

30.0 Vendor Preference

It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned entities in the award of bids. Preference shall be administered in accordance with the following:

When sealed bids are received that do not exceed $3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term "Women or Minority Owned Entity" means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any deferral, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

PART B – CONDITIONS OF CONTRACT

GENERAL CONDITIONS

ARTICLE 1 – CONTRACT DOCUMENTS

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

ARTICLE 2 – DEFINITIONS

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

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

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

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

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

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

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

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

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

2.9. The term **"Construction Project Manager"** means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the construction management services for the Work. The Construction Project Manager can also be the County Project Manager.

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

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

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

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

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

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

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

2.17. The term **"Day"** shall be a calendar day unless otherwise defined in the Contract Documents. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a County Holiday as set forth below, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

When the Contract Time is specified as calendar days, workdays will be established in the Special Conditions. Workdays are defined as those days of the week and hours of the day that the Contractor may perform the scope of work defined in the Bid Document. The following County Holidays are non-work days and are included in the original contract time. The County will not grant additional days for workdays that fall on County Holidays. County Holidays are: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving day, the Friday following Thanksgiving Day, Christmas Eve and Christmas Day, all as adopted by the Board of County Commissioners. The Contractor may request permission to work on a County Holiday. The Contractor shall submit their request to work on a County Holiday a minimum of seven

(7) calendar days in advance of the Holiday. However, the County is under no obligation to approve such request, and approval to work on a County Holiday is at the sole discretion of the County.

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

2.19. The term **"Effective Date of the Contract"** means the date on which the contract has been approved by the Board of County Commissioners.

2.20. The term **"Engineer of Record (EOR)"** means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the design engineering services for the Work. The Engineer of Record can also be the County Project Manager.

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

2.22. The term "**Final Completion**" means completion of all Work associated with the construction of the project, including all incomplete items, those items to be re-worked, and all contract close out documentation (i.e., Owner's Manuals, final as-builts and record drawings, and final application for payment).

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

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

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

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

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

2.28. The term **"Notice to Proceed"** means a written notice issued by the Procurement Division to the Contractor fixing the date on which the Contract Time will commence and the final completion date which is based on the number of contract days.

2.29. The term **"Project Area"** means the Roadway Project as defined in Section 1 of the Special Conditions.

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

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

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

2.33. The term "**Substantial Completion**" means the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents, so the County can occupy or utilize the work for its intended purpose.

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

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

2.36. The term **"Unit Price"** means the amount stated in the contract documents as a price per unit of measurement for materials or services required in the work.

2.37. The term "**Utility Work by Roadway Contractor"** means utility plans prepared by a utility owner and made part of this Contract by agreement with the County.

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

2.39. The term **"Requests for Information (RFI)"** means a written document initiated by the Contractor that is submitted to the Construction Project Manager for coordination with the County and others on a response to any of the following issues:

a. Interpretation of a contract document provision, the meaning of which, is not clear to the Contractor;
b. Errors, omissions or conflicts in the contract documents that are identified by the Contractor; or
c. Pay adjustment or entitlement.

The Construction Project Manager will respond to RFI's within fourteen (14) calendar days from the date received.

ARTICLE 3 – PRELIMINARY MATTERS

3.1 Delivery of Bonds

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

3.2. Copies of Documents

3.2.1. After the award of the Contract, the **County** shall furnish the **Contractor**, at no cost, five (5) sets of plans and one (1) Contract Document for execution of the work. Additional sets will be supplied at the discretion of the user divisions.

3.3. Commencement of Contract Time; Notice to Proceed

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

3.4. Starting the Work

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

3.5. Before Starting Construction

3.5.1. Before undertaking each part of the Work, the **Contractor** shall carefully study and compare the Contract Documents; check and verify pertinent figures shown thereon and all applicable field measurements. The **Contractor** shall promptly report, in writing, to the **Construction Project Manager** and the **County** any conflict, error, ambiguity or discrepancy which the **Contractor** may discover and shall obtain a written interpretation or clarification from the **Construction Project Manager** before proceeding with any Work affected thereby. The **Contractor** shall be liable to the **County** for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, if the **Contractor** knew or reasonably should have known thereof.

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

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

3.5.2.2. A preliminary Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price. The schedule of values should subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction with sufficient breakdown of lump sum prices to identify items of work. Such amounts will include an appropriate amount of overhead and profit applicable to each item of work. A copy of the schedule of

values, with the appropriate bid number and the appropriate W/MBE classification in accordance with Section 17.1 shall be sent to the Procurement Division at 330 West Church Street, Bartow, Florida 33831.

3.5.2.3. A Construction Schedule according to FDOT Specification 8-3.2, Submission of Working Schedule as detailed in the Specification Package included in this Contract. This construction schedule shall be updated and accompany every application for payment submitted. Should the updated construction schedule show any portion of the Work to be behind, the Contractor shall submit with the updated construction schedule a detailed plan for recovery. This updated construction schedule shall be reviewed and approved by the Construction Project Manager or the County at the time of a construction progress meeting that coincides with the submission of the progress application for payment. Failure to submit this recovery plan with the updated construction schedule will cause the application for payment to be rejected until such time the recovery plan is submitted.

3.5.2.4. If a Traffic Control Plan (TCP) is provided in the construction plans and the Contractor intends to use that plan to maintain traffic, the Contractor shall provide a letter to the County stating that the provided TCP will be implemented for this contract. The Contractor may propose an alternative TCP according to the requirements FDOT Standard Specification 102-4 Alternative Traffic Control Plan for consideration by the County. Any alternative TCP must be approved by the County before it can be implemented and shall be prepared at no additional cost to the County. The cost for preparing the TCP shall be included in the lump sum unit price for pay item 102-1 Maintenance of Traffic LS.

3.5.2.5. All lane and/or road closures require approval of the County. The Contractor shall submit a completed Request for Lane or Road Closure form (Contract Exhibits XXII and XXIII) to the Construction Project Manager at least ten (10) working days prior to a road closure and at least seven (7) working days prior to a lane closure. The request must include a complete Traffic Control Plan showing the proposed closure and locations of all signs and traffic control devices. No closures shall be implemented without County approval.

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

3.5.4. Before any Work at the site is started, a pre-construction meeting attended by the **Contractor, County Project Manager, Procurement Representative, Construction Project Manager** and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in 3.5.2, procedures for handling shop drawings and other submittals, processing applications for payment, maintaining required records, and establishing the Notice to Proceed date. After the pre-construction meeting, the **Contractor** shall have ten (10) calendar days to make corrections and adjustments to their schedules and resubmit to the County for review and acceptance. No progress payment shall be made to the **Contractor** until the schedules are submitted to and deemed acceptable by the **Construction Project Manager**; but such acceptance will neither impose on the

Construction Project Manager responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve the **Contractor** from the **Contractor's** full responsibility.. The **Contractor's** schedule of shop drawings and submittals will be acceptable to the **Construction Project Manager** as providing a workable arrangement for reviewing and processing the required Submittals. The **Contractor's** schedule of values shall be approved by the **Construction Project Manager** and the **County** as to form and substance.

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

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

4.1 Precedence

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

4.1.2. Unless otherwise specified in the Contract Documents, these General Conditions and the Contract Special Conditions replace the current Division I of the FDOT Standard Specification for Road and Bridge Construction. Division II Construction Details and Division III Materials in the FDOT Standard Specifications for Road and Bridge Construction, including all revisions current at the time of the bid, shall apply to this project. The applicable publication date of this document is prescribed in the plans.

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

4.1.4. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in 4.3.1 or 4.3.2, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such Laws or Regulations applicable to the

performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

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

4.1.6. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

4.1.7. The Contractor shall keep adequate records and supporting documentation applicable to the Work and Contract. Said records and documentation shall be retained by the Contractor for a minimum of five (5) years from the date of final completion or termination of this Contract. The County shall have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of the Contract and for a period of five (5) years thereafter provided, however, such activity shall be conducted only during normal business hours. The County, during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and supporting documentation.

4.2. Conflicts

4.2.1. If, during the performance of the Work, the **Contractor** discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in 7.4, the **Contractor** shall report it to the **Construction Project Manager** and **County Project Manager** in writing at once via the Request for Information (RFI) process; and the **Contractor** shall not proceed with the Work affected thereby (except in an emergency as authorized by 7.13) until receiving written direction from the **Construction Project Manager** or an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in 4.3.1 or 4.3.2.

4.2.2. No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of the **County, Contractor** or **Construction Project Manager**, or any of their subcontractors, consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the **County, Construction Project Manager** or any of the **Construction Project Manager's** consultants, agents or employees any duty or authority to supervise

or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

4.3. Amending

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

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

4.4. Reuse of Documents

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

ARTICLE 5 – PROJECT CONDITIONS

5.1 Availability of Lands

5.1.1. The **County** shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the **Contractor.**

5.1.2. Any additional lands, rights-of-way and easements not furnished by the **County** that the **Contractor** deems necessary, including but not limited to requirements for temporary construction facilities, access and egress, or for storage, shall be obtained in writing from the affected landowner by the **Contractor** at no increase in contract price or extension in contract time, and **Contractor** shall confine his operations to those areas furnished by the **County** or obtained at its expense. The **Contractor** shall hold the **County** harmless for all liabilities associated with said work outside the project area. Before mobilizing or storing any materials or equipment, the **Contractor** shall identify the areas to be used for storage in writing to the **County**. If property other than **County** right-of-way is proposed for storage, the **Contractor** shall provide the **County** a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

5.2. Subsurface and Physical Conditions

Copies of any reports of exploration and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents are included in the Contract Documents.

5.3. Limited Reliance by Contractor Authorized Technical Data

The **Contractor** may rely upon the general accuracy of the "technical data" contained in reports and drawings provided by the **County**. Such "technical data" is identified in the Contract Documents. Except for said reliance on such "technical data," the **Contractor** may not rely upon or make any claim against the **County, the Construction Project Manager** or any of the **Construction Project Manager's** consultants with respect to:

5.3.1.1. the completeness of these reports and drawings for the **Contractor's** purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by the **Contractor** and safety precautions and programs incident thereto; or

5.3.1.2. other data, interpretations, opinions and information contained in said reports or shown or indicated in said drawings; or

5.3.1.3. any **Contractor** interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

5.4. Unknown or Concealed Conditions (Excluding Existing Utilities)

5.4.1. If conditions are encountered, excluding existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the **Contractor** shall give the **County** notice, through the **Construction Project Manager**, immediately before conditions are disturbed and in no event no later than 24 hours after first observance of the conditions.

5.4.2. The **Project Manager** and the **Construction Project Manager** shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the **Contractor's** cost of, or time required for, performance of any part of the Work, the **Project Manager** and the **Construction Project Manager** shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the **Project Manager** and the **Construction Project Manager** determine that the conditions at the site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Contract is justified, the **Construction Project Manager** shall notify the **Contractor** of the determination in writing. The Work shall be performed after the **Construction Project Manager** provides direction.

5.5. Physical Conditions – Underground Facilities

5.5.1. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and

data furnished to the **County** or the **Construction Project Manager** by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

5.5.1.1. The **County** and the **Construction Project Manager** shall not be responsible for the accuracy or completeness of any such information or data; and

5.5.1.2. The cost of the following will be included in the Contract Price and the **Contractor** shall have full responsibility for (i) reviewing and checking all such information and data; (ii) locating all Underground Facilities shown or indicated in the Contract Documents; (iii) coordination of the Work with the owners of such Underground Facilities during construction; and (iv) the safety and protection of all such Underground Facilities as provided in 7.11 and repairing any damage resulting from the Work.

5.5.2. If an Underground Facility is uncovered or revealed within the project which was not shown or indicated in the Contract Documents, the **Contractor** shall, promptly after becoming aware of and before further disturbing conditions affected by or performing any Work in connection therewith (except in an emergency as required by 7.14), identify the owner of such Underground Facility and give written notice to that owner and to the **County** through the **Construction Project Manager**. The **County Project Manager** and the **Construction Project Manager** will promptly review the Underground Facility and determine the appropriate course of action, if any. If the **County Project Manager** concludes that a change in Contract time is required, a Change Order will be issued as provided in Article 13 to reflect and document such consequences. During such time, the **Contractor** shall be responsible for the safety and protection of such Underground Facility as provided in 7.11. If the **County** and the **Contractor** are unable to agree on the length of time of any such adjustment in Contract Time, the **Contractor** may make a claim as provided in Article 13. However, the **County** and the **Construction Project Manager** shall not be liable to the **Contractor** for any claims, costs, losses or damages incurred or sustained by the **Contractor** on or in connection with any other project or anticipated project.

5.6. Engineering and Layout

5.6.1.5.6.1 Control Points Furnished by the **County**: The **County** will provide centerline control points (Begin Project, End Project, PIs, PTs, etc.) and bench marks at appropriate intervals along the line of the project to facilitate the proper layout of the work. Normally, the **County** will furnish only one bench mark for water crossings. Preserve all reference points and bench marks that the **County** furnishes. As an exception to the above, for projects where the plans do not show a centerline or other survey control line for construction of the work (e.g., resurfacing, safety modifications, etc.) the **County** will provide only points marking the beginning and ending of the project, and all exceptions.

5.6.2. Furnishing of Stake Materials: Furnish all stakes, templates, and other materials necessary for establishing and maintaining the lines and grades necessary for control and construction of the work.

5.6.3. Layout of Work: Utilizing the control points furnished by the **County** in accordance with 5.6.1, establish all horizontal and vertical controls necessary to construct the work in conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge, and miscellaneous items. When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such work.

5.6.4. Specific Staking Requirements: When performing new base construction as part of the project, set stakes to establish lines and grades for subgrade, base, curb, and related items at intervals along the line of the work no greater than 50 feet on tangents and 25 feet on curves. Set grade stakes at locations that the **County** directs to facilitate checking of subgrade, base, and pavement elevations in crossovers, intersections, and irregular shaped areas.

5.6.4.1. For bridge construction stakes and other control, set references at sufficiently frequent intervals to ensure construction of all components of a structure in accordance with the lines and grades shown in the plans.

5.6.4.2. For projects where the plans do not show a centerline or other survey control line for construction of the work (resurfacing, safety modifications, etc.), provide only such stakes as necessary for horizontal and vertical control of work items.

5.6.4.3. For resurfacing and resurfacing-widening type projects, establish horizontal controls adequate to ensure that the asphalt mix added matches with the existing pavement. In tangent sections, set horizontal control points at 100 foot intervals by an instrument survey. In curve sections, set horizontal control points at 25 foot intervals by locating and referencing the centerline of the existing pavement.

5.6.4.4. Establish by an instrument survey, and mark on the surface of the finished pavement at 25 foot intervals, the points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing/widening projects, establish these points in the same manner as used for horizontal control of paving operations. Mark the pavement with white paint. If performing striping, the **County** may approve an alternate method for layout of striping provided that the **Contractor** achieves an alignment equal to or better than the alignment that would be achieved using an instrument survey.

5.6.4.5. For projects that include temporary or permanent striping of "no passing zones", provide the location and length of these zones as shown in the plans, except projects where the vertical or horizontal alignment is new or altered from preconstruction alignment. For projects that consist of new or altered vertical or horizontal alignment, the **County** will provide the location and length of the "no passing zones" during construction. For these projects, notify the **Construction Project Manager** not less than twenty-one (21) calendar days prior to beginning striping.

5.6.4.6. For all projects, set a station identification stake at each right-of-way line at 100 foot intervals and at all locations where a change in right-of-way width occurs. Mark each of these stakes with painted numerals, of a size readable from the roadway, corresponding to the project station at which it is located. As an exception to the above, for projects where plans do not show right-of-way lines, set station identification stakes at locations and intervals appropriate to the type of work being

done. For resurfacing and resurfacing/widening projects, set station identification stakes at 200 foot intervals.

5.6.5. Personnel, Equipment, and Record Requirements: Employ only competent personnel and use only suitable equipment in performing layout work. Do not engage the services of any person or persons in the employ of the **County** for performance of layout work. Keep adequate field notes and records while performing as layout work. Make these field notes and records available for the **Construction Project Manager** review as the work progresses, and furnish copies to the **County** at the time of completion of the project. The Engineer's inspection, checking, or acceptance of the **Contractor's** field notes or layout work does not relieve the **Contractor** of his responsibility to achieve the lines, grades, and dimensions shown in the Contract Documents. Prior to final acceptance of the project, mark, in a permanent manner on the surface of the completed work, all horizontal control points originally furnished by the **County.**

5.6.6. Payment: Include the cost of performing layout work as described above in the Contract unit prices for the various items of work that require layout.

5.7. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

5.7.1. The **County** shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive material or any hazardous material uncovered or revealed at the site which was not shown or indicated in drawings or specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. The **County** shall not be responsible for any such material brought to the site by the **Contractor**, Subcontractor, Suppliers or anyone else for whom the **Contractor** is responsible.

5.7.2. The **Contractor** shall immediately: (i) stop all work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by 7.13); and (ii) notify the **County** and the **Construction Project Manager** (and thereafter confirm such notice in writing). The **County** shall promptly consult with the **Construction Project Manager** concerning the necessity for the **County** to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. The **Contractor** shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after the **County** has obtained any required permits related thereto and delivered to the **Contractor** special written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work; or (ii) specifying any special conditions under which such Work may be resumed safely.

5.7.2.1. If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of such work stoppage or such special conditions under which Work is agreed by the **Contractor** to be resumed, either party may make a claim therefore as provided in Articles 12 and 13.

5.7.3. If, after receipt of such special written notice, the **Contractor** does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then the **Contractor** may order such portion of the work that is in connection with such hazardous conditions or in such affected area to be deleted from the Work. If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 12 and 13. The **County** may have such deleted portion of the Work performed by the **County's** own forces or others in accordance with Article

5.7.4. The provisions of 5.2 and 5.5 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

Article 6 - BONDS, INSURANCE, INDEMNIFICATION

6.1 Public Construction Bond and Other Bonds

6.1.1. The **Contractor** shall furnish a Public Construction Bond, unless otherwise stated in the Invitation for Bid, in an amount equal to the amount recommended for award, as security for the faithful performance and payment of all the **Contractor's** obligations under the Contract Documents. This Bond shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents. The **Contractor** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as otherwise provided by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated AVIII or better.

6.1.2. The **Contractor** shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bond in the same amount of one or more change orders.

6.1.3. The bonds required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certify copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Contract Documents.

6.1.4. If the surety on any bond furnished by the **Contractor** is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the **Contractor** shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the **County**.

6.2. Warranty / Maintenance Bond

6.2.1. The **Contractor** shall provide the required Warranty / Maintenance Bonds according to the requirements of the FDOT Standard Specifications for Road and Bridge

Construction. Typically, a Warranty/Maintenance Bond is required for Landscaping or Traffic Signal work.

6.3. Certificates of Insurance

6.3.1. All insurance required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from an insurance company that is duly licensed or authorized in the State of Florida to issue insurance policies for the limits and coverages so required. Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Contract Documents.

6.3.2. The **Contractor** shall deliver to the **County**, with copies to each additional insured identified in 6.4.1, certificates of insurance (and other evidence of insurance requested by the **County** or any other additional insured such as policy endorsements and copies on actual insurance policies if requested) which the **Contractor** is required to purchase and maintain in accordance with 6.4.1.

6.4. Contractor's Liability Insurance

6.4.1. The **Contractor** shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from the **Contractor's** performance and furnishing of the Work and the **Contractor's** other obligations under the Contract Documents, whether it is to be performed or furnished by the **Contractor**, subcontractor, supplier or anyone for whose acts any of them may be liable. The **Contractor** shall purchase and maintain insurance in force during the contract period with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category, and acceptable to the **County** the following insurances. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

a. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida:	Yes
Employer's Liability:	$100,000
All States Endorsement:	Statutory
USL & H Endorsement:	Statutory
Voluntary Compensation:	Statutory

b. Commercial General Liability Insurance, naming the County as an additional insured and/or Owner Protective Liability, when required by the County's Risk Manager, Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed $25,000.

Aggregate Combined:	$5,000,000
Each Occurrence:	$5,000,000
M&C/CGL:	$5,000,000

Broad Form CGL:	$5,000,000
Contractual Liability:	$5,000,000
Products:	$5,000,000
Completed Operation:	$5,000,000
Personal Injury:	$5,000,000
Independent Contractors:	$5,000,000
XCU Property Damage Excel:	$5,000,000
Umbrella Liability:	
Contractors Pollution Legal Liability:	$5,000,000

Regarding Completed Operations Liability:	Continue coverage in force for two (2) years after **County's** acceptance of the project.

c. Automobile Liability Insurance. Coverage shall be maintained by the Contractor as to the ownership, maintenance and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily injury & Property Damage Liability	$5,000,000
Combined Single Limit Each Accident	

6.4.2. These policies will provide that:

1) The insurer(s) waive their rights of subrogation against the **County**, their officials, employees, agents and consultants for Workers' Compensation and General Liability.
2) The **County**, a political subdivision of the State of Florida, shall be named as an additional insured with respect to liability arising from the work performed for the **County** by the **Contractor** (as defined by the scope of this bid and subsequent contract) for Automotive and General Liability policies of insurance. This should be stated on Certificate(s) of Insurance and subsequently endorsed into the policies. A thirty (30) day written notice of cancellation and ten (10) day notice of non-payment is required. Renewal notices to be sent to the Procurement Division.
3) The **Contractor** shall not be given Notice to Proceed under this contract until it has obtained all the insurance required by the Contract Documents and such insurance has been approved by the **County**. The original insurance certificates shall be given to:

Polk County, a political subdivision of the State of Florida
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005

6.4.3. The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

6.4.4. Notwithstanding any other provision of these documents to the contrary, the **Contractor** shall not provide Builder's Risk or Architects' and Engineers' Construction Project Manager Liability Insurance unless specially requested by the **County**. The **County** has Builder's Risk coverage and will provide the **Contractor** with appropriate Certificate of Insurance upon request. The County's Builder's Risk policy does not insure the **Contractor's** tools, machinery or equipment that is stored at the job site. If the **Contractor** is required to store tools, machinery or equipment at the job site, the **Contractor** should provide insurance in the form of an equipment floater for the **Contractor's** tools and equipment. The **County** should be named as an additional

insured on the **Contractor's** policy, with an appropriate waiver of subrogation as to any claims the **Contractor** or the Contractor's insurer may have against the **County** arising from the storage of the **Contractor's** tools and equipment.

6.4.5. The **Contractor** shall not allow a subcontractor to work on a project without either subcontractor carrying their own Workers' Compensation and Liability insurance or the **Contractor** covering the subcontractor under their policies. The policy is the same for each succeeding sub-tier contractor. The **County** may request proof of such coverage for any subcontractor at any time during the project.

6.4.6. Any additional insurance, if required, will be set forth in the Special Conditions.

6.5. Receipt and Application of Insurance Proceeds

6.5.1. Any loss for Builders Risk under the policies of insurance required by this Contract shall be payable to the **County,** as loss payee, for the insured as their interest may appear. The **County** shall account for all money received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced; the money so received applied on account thereof; and the work and cost thereof covered by an appropriate Change Order or written amendment as determined by the **County**.

6.5.2. The **County**, as loss payee has the power to adjust and settle any loss with the insurers. If such objection is made, the **County**, as loss payee, shall make settlement with the insurers in accordance with such agreement as the parties and interests may reach. If no such agreement among the parties and interests is reached, the **County**, as loss payee, shall adjust and settle the loss with the insurers.

6.6. Indemnification

6.6.1. The **Contractor** shall indemnify, defend (by counsel reasonably acceptable to **County**) and hold harmless the **County** and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses and expenses, including attorney fees, including, but not limited to or resulting from the performance of its Work, provided that any such liability, claim, suit, demand, damage, loss or expenses (a) is attributable to bodily injury, personal injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of the **Contractor**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

6.6.2. In any and all claims against the **County** or any of its agents or employees by any employee of the **Contractor**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensations or benefits payable by or for the **Contractor** or any

subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.6.3. The **Contractor** shall indemnify and hold harmless the **County** and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses or expenses (including attorney fees) arising out of any infringement of patent or copyrights held by others; and shall defend all such claims in connection with any alleged infringement of such rights.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.1 Supervision and Superintendence

7.1.1. The **Contractor** shall provide at all times when the Work is being executed a competent superintendent to supervise and direct the Work in accordance with the Contract Documents. The superintendent shall speak and understand English and have at least one other responsible person who speaks and understands English. The superintendent shall not be replaced without written notice to the **County**, through the **Construction Project Manager**, except under extraordinary circumstances. Prior to the commencement of the Work the **Contractor** shall provide a resume of the superintendent that will be assigned the responsibility to supervise the Work. If in the judgment of the **County** the proposed superintendent lacks the experience, skills and expertise to competently and efficiently supervise and direct the Work, then the **County** may require the **Contractor** to assign a different superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before. The superintendent will be the **Contractor's** representative at the site and shall have authority to act on behalf of the **Contractor.** All communications to the superintendent shall be as binding as if given to the **Contractor**. If during the commencement of the work, the **County** is not satisfied with the superintendent's work, the **County** shall have the right to request a replacement superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before.

7.1.2. The **Contractor** shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The **Contractor** shall be responsible to see that the completed Work complies accurately with the Contract Documents.

7.2. Labor, Material and Equipment

7.2.1. The **Contractor** shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The **Contractor** shall at all times maintain good discipline and order on the site.

7.2.2. The **Contractor** shall furnish and pay for all material, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power, light, heat, telephone, water facilities, sanitary facilities, all other facilities and all other incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and

completion of the Work as required by the Contract Documents. Equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the **Contractor** and the **Contractor** shall immediately notify the **County** and the **Construction Project Manager** of the incident and cleanup / repair efforts. The **Contractor** shall clean up and dispose of any hazardous material according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the **County**.

7.2.3. All material and equipment shall be new and of good quality, except as otherwise provided in the Contract Documents. The **Contractor** shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the **County** immediately upon delivery or as soon thereafter as is practical. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed, as approved by the **Construction Project Manager**.

7.2.4. All material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the Contract Documents.

7.3. Substitute Material or Equipment

7.3.1. If the **Contractor** wishes to furnish or use a proposed substitute after the award of the Contract, it shall within thirty (30) calendar days after Notice to Proceed make written application to the **Construction Project Manager** and the **Project Manager** for consideration of such substitute, certifying in writing that the proposed substitute: will perform adequately the duties imposed by the general design; be similar and of equal substance or quality to that specified; and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the prior written approval of the **Construction Project Manager.** The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance and claims of other contractors affected by the resulting change, all of which shall be considered by the **Project Manager** and the **Construction Project Manager** in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the **Construction Project Manager** shall be by Change Order.

7.3.2. This paragraph applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the **Contractor** for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the end result. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The **Contractor** must state that they are submitting a VECP proposal. The VECP shall be submitted to the **County** through the **Construction Project Manager**. The **County** reserves the right to reject, at their

discretion, any VECP submittal. As a minimum, the following information shall be submitted by the **Contractor** with each VECP:

1) A description of the difference between the existing contract requirement and the proposed change;

2) The comparative advantages and disadvantages; and

3) Separate detailed cost estimates for both the existing contract requirement and the proposed change.

If a VECP is approved by the **County**, the **Contractor** may be entitled to share in the savings up to fifty percent (50%).

7.4. Concerning Subcontractors

7.4.1. The **Contractor** shall be fully responsible for all acts and omissions of their Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the **Contractor**. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the **County** or any obligation on the part of the **County** to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The **County** may furnish to any Subcontractor, to the extent practical, evidence of amounts paid to the **Contractor** for specific Work done.

7.4.2. The **Contractor** shall identify and provide information on Subcontractors, Suppliers and other persons or organizations which shall be used by the **Contractor**, in accordance with requirements of the Contract Documents.

7.4.3. The divisions and sections of the Specifications and the identifications of any Drawings shall not control the **Contractor** in dividing work among Subcontractor or delineating the Work to be performed by any specific trade.

7.4.4. The **Contractor** agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents, including but not limited to the General Conditions and Supplementary Conditions, for the benefit of the **County.**

7.4.5. All Work performed for the **Contractor** by a Subcontractor shall be pursuant to an appropriate written agreement between the **Contractor** and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the **County** as trustee. The **Contractor** shall pay each Subcontractor an appropriate amount, determined by the value of the Work, of any insurance monies received by the **Contractor** under this insurance.

7.5. Patent Fees and Royalties

7.5.1. The **Contractor** shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The **Contractor** shall indemnify and hold harmless the **County** and its employees and agents from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

7.6. Permits

7.6.1. The **Contractor** shall obtain and pay for all construction permits, licenses, governmental charges, inspection fees and all public utility charges which are applicable and necessary for the execution of the Work. These costs are considered incidental to the Work. Permits, if any, that are provided and paid for by the **County**, are listed in the Contract Documents. Any delays associated with the permitting process will be considered for time extensions only; however, no damages or additional compensation for delay will be allowed.

7.6.2. As required by the appropriate Water Management District (WMD), before beginning any dewatering activities, (whether it is discharged offsite or not), the WMD must be notified. The **Contractor** shall provide the **County** with a forty eight (48) hour advance notification of any de-watering activities so the **County** can properly notify the WMD. If the **Contractor**'s dewatering activity results in offsite discharge to wetlands or surface waters, a permit modification of the original construction permit would be required. Furthermore, if the **Contractor**'s dewatering activity results in offsite discharge to wetlands or surface waters, the **Contractor** is to prepare a written dewatering plan and submit said plan to the **County** and the appropriate WMD for approval. The cost for preparing the dewatering plan, the installation thereof and the dewatering shall be included in the unit price for the work requiring dewatering.

7.7. Laws and Regulations

7.7.1. The **Contractor** shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the **Contractor** observes that any of the Contract Documents are contradictory to such laws, rules and regulations, it will notify the **Construction Project Manager** promptly in writing. Any necessary changes shall then be adjusted by an appropriate Change Order. If the **Contractor** performs any Work that they know or should have known to be contrary to such laws, ordinances, rules and regulations and without such notice to the **Construction Project Manager**, the **Contractor** shall bear all related costs.

7.8. Taxes

7.8.1. The **Contractor** shall pay all sales, consumer, use and other similar taxes required to be paid by the **Contractor** in accordance with the Laws and Regulations of the place of the project which are applicable during the performance of the Work.

7.9. Use of Premises

7.9.1. The **Contractor** shall confine their equipment, storage of material, storage of equipment and the operations of their workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents. The **Contractor** shall not unreasonably encumber the site with material and equipment. Any loss or damage to the **Contractor's** or any Subcontractor's equipment is solely at the risk of the **Contractor**.

7.9.2. During the progress of the Work, the **Contractor** shall keep the premises free from accumulations of waste material, rubbish and other debris or contaminates resulting from the Work. At the completion of the Work, the **Contractor** shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The **Contractor** shall leave the site clean and ready for occupancy by the **County** at substantial completion of the Work. All disposals shall be in accordance with applicable laws and regulations. In addition to any other rights available to the **County** under the Contract Documents, the **Contractor**'s failure to maintain the site may result in withholding any amounts due the **Contractor**. The **Contractor** shall restore to original condition all property so designated for alteration by the Contract Documents.

7.9.3. The **Contractor** shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The **Contractor** shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

7.10. Record Documents

7.10.1. The **Contractor** shall maintain in a safe place at the site, one (1) record copy of all Drawings, Specifications, Addenda, Permits, Change Orders, Change Requests, Field Orders correspondence, field test records, **Contractor**'s daily reports and construction photographs, and written interpretations and clarifications in good order, and annotated to show all changes made during construction. These record documents, together with all approved samples and shop drawings, will be available at all times during regular working hours to the **Construction Project Manager** and the **County**. In addition, the **Contractor** shall submit on a daily basis, two (2) copies of the preceding day's daily report to the **County** through the **Construction Project Manager**. The record drawings shall be marked up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well organized manner and are to include the elevation and plan location of all utilities, structures, etc., encountered or installed. A "record" survey book shall be kept and shall include the following items:

1. The location and elevation of all existing Underground Facilities, utilities and structures, etc. encountered.
2. The finished location and elevation of all Underground Facilities, utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, curbs, driveways, pavement and any and all underground structures.

7.10.2. All record notes shall be kept in book(s) designed "record" and no other survey notes will be kept in such books. The **Contractor** will be required to review with the **County** the status of the "as built" plans and the record survey notes in connection with the **County** evaluation of each Application for Payment. Failure to maintain record documents current shall be just cause to withhold payments for Work performed. Upon completion of the Work, the **County** shall deliver to the **Contractor** a reproducible set of current Plans. The **Contractor** will transfer all his "as-built" information to these reproducibles and deliver the resultant as-built set of plans, together with the record survey book to the **Construction Project Manager** for the **County**. Each completed set of "As-Built" drawings must include on its face, a certified statement by the **Contractor** that the set of "As-Builts" drawings accurately depicts the actual Work as constructed. "As-Built" drawings must meet WMD requirements and at a minimum shall include roadway template data on 100' cross sections including curb elevations, structure invert elevations and outfall elevations.

7.11. Safety and Protection

7.11.1. The **Contractor** shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the Work and other persons who may be affected by it.
2. All the Work and all material or equipment to be incorporated, whether in storage on or off the site. The **Contractor** shall assume all risk of loss for stored equipment or material, irrespective of whether the **Contractor** has transferred the title of the stored equipment or material to the **County.**
3. Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
4. When the performance of the Work requires the use of shoring, sheet piling and other special construction related to excavation, and when required by Laws or Regulations, the **Contractor** shall cause the design of said shoring, sheet piling and other special construction to be performed by a registered Construction Project Manager engineer licensed in the State of Florida. The **Contractor** shall submit, as a Shop Drawing, a certification by the registered engineer, stating that it has complied with this requirement. The **Contractor** shall meet all requirements of such designs prepared by a registered engineer. In addition to any requirements imposed by law, the **Contractor** shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work.

7.11.2. The **Contractor** is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The **Contractor** shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock Out/Tag Out of Hazardous Energy. The **Contractor** is required to comply with OSHA Standards regardless of the number of employees they may have.

7.11.3. A **County** representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the **County's** representative may have the authority, but not the duty, to require the **Contractor** to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

1. Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists; or from one or more practices, means, methods, operations or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.
2. Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.
3. Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

7.11.4. Violation of Serious, Willful or Criminal violation may have the following consequences:

1. First violation: The correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the **County.**
2. Second violation: May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the **Contractor** to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.
3. Third violation: This may constitute a breach of contract for safety violations and may result in termination of the contract, at the sole discretion of the **County.**

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

7.11.5. Should the work site be in a hazardous area, the **County** may furnish the **Contractor** with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets or any other information that would assist the **Contractor** in the planning of a safe work site.

7.11.6. The **Contractor** shall be aware that while working for the **County**, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the **County**.

7.11.7. The **Contractor** shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the **Contractor's** superintendent, unless otherwise designated in writing by the **Contractor** to the **Construction Project Manager**. All communications to the superintendent shall be as binding as if given to the **Contractor.**

7.11.8. Should there be catastrophic injuries, as defined by OSHA, or a fatality on the worksite, the County Safety Manager, Risk Management Division, (863) 534-5267, shall be notified immediately. The **Contractor** shall promptly report by telephone and in writing to a County Representative and **Construction Project Manager** all accidents arising out of or in connection with the Work which cause death, personal injury (defined by OSHA as a "lost time" accident), or property damage in excess of $500.00; giving full details and statements of any witnesses. County Representatives are defined as follows: The Division Director or the authorized representative, the division Project Manager and County Risk Management. Non-adherence to this policy could be cause for disqualification of the Contractor on future County Projects.

7.11.9. Should the County Safety Manager, require the OSHA 300 Log, a written safety and health plan and/or training documents, these documents shall be at this office within 24 hours of the request. Failure to provide the documentation within that time frame may cause the job to be shut down, at no expense to the **County**, until such documents are received.

7.11.10. In any event the **County** may stop the work when, in the **County's** opinion, the work is being performed in violation of any health and safety rules, regulations or laws. This includes environmental issues.

7.11.11. When it becomes necessary to stop the work for any of the reasons contained herein, the **County** shall issue a Stop Work Order to instruct the **Contractor** to cease work on the project. The **County** shall not be penalized in any manner as a result of this Stop Work Order.

7.12. Drug Free Work Place Policy

7.12.1 The **County** has a very comprehensive policy to ensure a drug free work place. The substance of this policy shall become a part of this contract as described below.

1. The **Contractor** and its employees and Subcontractors are strictly prohibited from the following:
   a) Using illegal drugs on **County** property;
   b) Manufacturing, distributing, dispensing, selling, possessing, or using a non-prescribed substance, illegal drug or alcohol, while at work or on or in **County** property. Reporting for work or performing work under the influence of a non-prescribed substance, illegal drug or alcohol.
2. If there is reason to believe that this policy is being violated, the **Contractor** shall be required to take immediate action to correct the violation and ensure the **County** that further violations will not occur. The remedy shall, at a minimum, require the person or persons who are the subject of the violation to be banned from the work place.

7.13. Emergencies

7.13.1. In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the **Contractor**, without special instructions or authorization from the **Construction Project Manager** if time or circumstances do not permit, is obligated

to prevent or mitigate threatened damage, injury or loss. The **Contractor** shall give the **Construction Project Manager** written notice that the emergency provision has been invoked and shall state the reasons within twenty-four (24) hours of the incident. If the **Contractor** believes the emergency results in additional Work, a claim for a Change Order may be submitted in accordance with the procedures set forth herein.

7.13.1.1. The **Contractor** shall immediately notify the **Construction Project Manager** of all events involving personal injuries to any person on the site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) calendar days of the occurrence.

7.13.1.2. If the **Construction Project Manager** determines that a change in the Contract Documents is required because of the action taken by the **Contractor** in response to such an emergency, a Change Order will be issued to document the consequences of such action.

7.14. Submittals, Shop Drawings, and Samples

7.14.1. In general, the **County** requires shop drawings for items of work not fully detailed in the plans which require additional drawings and coordination prior to constructing the item, including but not limited to:

a. Bridge components not fully detailed in the plans, i.e. segments, steel girder details, post-tensioning details, handrails, etc.
b. Retaining Wall Systems
c. Precast Box Culverts
d. Non-standard lighting, signalization and signing structures and components
e. Building Structures
f. Drainage structures, attenuators, and other nonstmctural items
g. Design and structural details furnished by the Contractor in compliance with the Contract
h. Temporary Works affecting public safety
i. Bridge Structural Steel and Miscellaneous Metals
j. Bridge Concrete components that are not cast-in-place
k. Major and Unusual Structures
l. Minor modifications to the permanent works for the purposes of expediting the **Contractor**'s chosen construction methods
m. Requirements in Provision 7.11.1.5

7.14.2. Other provisions of the Contract Documents may waive the requirement for submittals for certain items; e.g., items constructed from standard drawings or those complying with alternate details for pre-stressed members under FDOT Standard Specification Section 450. The Special Conditions may also list the submittals required.

7.14.3. After checking and verifying all field measurements and after complying with applicable procedures specified in the Specifications, the **Contractor** shall submit to the **Construction Project Manager** for review and approval in accordance with the accepted schedule of Submissions, seven (7) copies for use by the **County**, **Construction Project Manager** and any additional copies as required by the

Contractor (unless otherwise specified in the Contract Documents) of all Submittals and Shop Drawings, which shall have been checked by and stamped with the approval of **Contractor** and identified as the **Construction Project Manager** may require. The **Contractor** shall submit a copy of the transmittal letter providing drawing numbers and titles for each item included in Submittals and Shop Drawings to the **Construction Project Manager**.

7.14.4. The **Contractor** shall also submit to the **Construction Project Manager** for review and approval, with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of the **Contractor**, identified clearly as to material, manufacturer, any pertinent data such as catalog numbers and the use for which it is intended.

7.14.5. The **Contractor**'s stamp of approval on any Submittal, Shop Drawing or sample shall constitute its representation to the **County** and the **Construction Project Manager** that the **Contractor** has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, specified performance criteria, and similar data or assumes full responsibility for doing so, and that the **Contractor** has reviewed or coordinated each Submittal, Shop Drawing or sample with the requirements of the Work and the Contract Documents.

7.14.6. At the time of each submission, the **Contractor** shall in writing call the **Construction Project Manager's** attention to any deviations that the Submittals, Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each submission of such variation.

7.14.7. The **Construction Project Manager** will review Submittals, Shop Drawings and review samples and return the **Contractor**'s submittals stamped with the following notation:

[ ] APPROVED
[ ] APPROVED AS NOTED
[ ] REVISE AND RESUBMIT
[ ] NOT APPROVED
Reviewed By: ___ _
Date: -------

7.14.8. Approval is only for general conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The **Contractor** is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the Work of all trades.

7.14.9. The **Construction Project Manager's** review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to the accuracy of other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of Equipment and systems designed by the **Contractor**, engineering design furnished by the **Contractor**, the Contractor's means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto, the correctness of which shall remain the sole responsibility of the **Contractor**. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The **Contractor** shall make any corrections required by the **Construction Project Manager** and shall return the required number of corrected copies of Submittals and Shop Drawings and resubmit new samples for review. The **Contractor** shall direct specific attention in writing to revisions other than the corrections called for by the **Construction Project Manager** on previous submittals.

7.14.10. The **Construction Project Manager's** review and approval of Submittals, Shop Drawings or samples shall not relieve the **Contractor** from responsibility for any variation from the requirements of the Contract Documents unless the **Contractor** has in writing called the **Construction Project Manager's** attention to each such variation at the time of submission and the **Construction Project Manager** has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Submittal, Shop Drawing or sample approval; nor will any approval by the **Construction Project Manager** relieve the **Contractor** from responsibility for errors or omissions in the Submittals, Shop Drawings or samples or from responsibility for having complied with the provisions of 7.14.4.

7.14.11. Where a Submittal, Shop Drawing or sample is required, no related Work shall commence until the submittal has been returned by the **Construction Project Manager** and noted "Approved" or "Approved As Noted".

7.14.12. All costs incurred in connection with the **Construction Project Manager's** review and return of a particular Submittal, Shop Drawing or sample submission after the **Construction Project Manager's** second review shall be borne by the **Contractor**, including the **Construction Project Manager's** charges to the **County** under the terms of their agreements with the **County**. The **County** shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

7.14.13. In reviewing Submittals, Shop Drawings or samples, the **Construction Project Manager** shall be allowed thirty (30) days from the date the **Construction Project Manager** receives the submittal or re-submittal from the **Contractor** to return the submittal in accordance with this Section, unless otherwise provided in the Contract Documents. The **Construction Project Manager's** review and return of a Submittal, Shop Drawing or sample within the time allowed shall not justify an increase in the Contract Price or an extension in Contract Time. Any delay in connection with the **Contractor's** submittal and any re-submittal of a particular Submittal, Shop Drawing or

sample shall represent delays under the control of the **Contractor** and shall not justify an increase in Contract Price or an extension in Contract Time.

ARTICLE 8 – OTHER WORK

8.1 The **County** may perform additional work related to the Project with its own forces or may use other contracts for the execution of additional work. The **Contractor** shall provide the other contractors who are parties to such contracts, including but not limited to, the other contractor's employees, agents, Subcontractors and Suppliers (or the **County's** forces performing the additional work), reasonable opportunity for the introduction and storage of material and equipment and the execution of work, and shall properly connect and coordinate its work with theirs. The **Contractor** shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The **Contractor** shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the **Construction Project Manager** and the others whose work will be affected. The **Contractor** is not entitled to exclusive use of the site.

8.1. If any part of the **Contractor's** work depends (for proper execution or results) upon the work of any other contractor (or the **County**), the **Contractor** will inspect and promptly report to the **Construction Project Manager** in writing any defects or deficiencies in the work that renders it unsuitable for the proper execution and results. The **Contractor's** failure to report shall constitute an acceptance of the other work, except as to defects and deficiencies which may appear in the other work after the execution of its work.

ARTICLE 9 – COUNTY'S RESPONSIBILITIES

9.1 Except as otherwise provided in these General Conditions, the **County** shall issue all communications to the **Contractor** through the **Construction Project Manager.**

9.1. The **County** shall furnish the data required under the Contract Documents and shall make payments to the **Contractor** when due as provided in Article 17.

9.2. The **County's** responsibilities for providing lands, easements and engineering surveys to establish reference points are set forth in Article 5.

ARTICLE 10 – CONSTRUCTION PROJECT MANAGER'S STATUS DURING CONSTRUCTION

10.1 County's Representative

10.1. The **Construction Project Manager** shall be a representative of the **County** during the construction period. The duties, responsibilities and limitations of authority of the **Construction Project Manager** as the **County's** representative during construction are set forth in these General Conditions.

10.2. Visits to the Site

10.2.1. The **Construction Project Manager** shall make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

10.3. Clarifications and Interpretations

10.3.1. The **Construction Project Manager** shall issue such written clarifications or interpretations of the Contract Documents (in the form of Revised Plan Sheets from the EOR, Drawings, RFI's, or otherwise) as may be determined necessary, or as reasonably requested by the **Contractor**, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the **Contractor** believes that a written clarification and interpretation entitles them to an increase in the Contract Price, Contract time, or both, the **Contractor** may make a claim as provided for in Article 11, 12 and 13.

10.4. Rejecting Defective Work

10.4.1. The **Construction Project Manager** has the authority to disapprove or reject Work, which is defective. The **Construction Project Manager** also has authority to require special inspection or testing of the Work at the **Contractor's** expense, as provided in Article 16, whether or not the Work is fabricated, installed or completed when the work has been declared defective.

10.5. Decisions on Disagreements

10.5.1. The **Construction Project Manager** shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If the **Contractor** disagrees with the **Construction Project Manager's** opinion, the **Contractor** shall refer claims, disputes and other matters relating to the acceptability of the Work or their interpretation of the requirements of the Contract Documents initially to the **Construction Project Manager** in writing with a request for a formal decision. The **Construction Project Manager** will render in writing their opinion concerning the **Contractor's** request for a formal decision and shall submit same to the County **Project Manager.** After receipt of the **Construction Project Manager's** written opinion and all information requested from the **Contractor**, the **County Project Manager** shall render a formal decision in writing, which shall then be conveyed to the **Contractor** by the **Construction Project Manager**. Written notice of each claim, dispute and other matter shall be delivered by the **Contractor** to the **Construction Project Manager** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Construction Project Manager** within fifteen (15) calendar days after the occurrence unless the **Construction Project Manager** allows additional time. If the **Contractor** fails to strictly comply with these notices and submittal time periods, the **Contractor** shall be deemed to have waived their right to assert a claim the **Contractor** might otherwise have had concerning the matter.

10.6. Limitation on Construction Project Manager's Responsibilities

10.6.1. Neither the **Construction Project Manager's** authority to act under this Article or elsewhere in the Contract Documents, nor any decision made in good faith to exercise their authority, shall give rise to any duty or responsibility of the **Construction Project Manager** to the **Contractor**, any Subcontractor, any of their agents or employees.

10.6.1.1. The **Construction Project Manager** shall not be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions and programs used. The **Construction Project Manager** shall not be responsible for the **Contractor's** failure to perform the Work in accordance with the Contract Documents.

10.6.1.2. The **Construction Project Manager** shall not be responsible for the acts or omissions of the **Contractor**, any Subcontractors, any agents, employees or any other persons performing any of the Work.

ARTICLE 11 – CHANGES IN THE WORK

11.1 Changes

11.1. Without invalidating the Contract, the **County** may at any time order additions, deletions or revisions in the Work. The **Construction Project Manager** shall provide the **Contractor** with a proposal request, identifying the work to be added, deleted or revised. Upon receipt, the **Contractor** shall promptly submit a written proposal for the changed work prepared in accordance with Articles 12 and 13. If the proposal request calls only for the deletion of work, the **Construction Project Manager** may order the partial suspension of any work related to the proposed deletion, in which case the **Contractor** must cease performance as directed; the **Contractor** shall not be entitled to claim lost profits on deleted work. All change work shall be executed under the applicable conditions of the Contract Documents.

11.2. Additional work performed by the **Contractor** without authorization of a Change Order or Allowance Authorization will not entitle the **Contractor** to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article 7.13. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

11.3. Upon agreement as to changes in the Work to be performed, work performed in an emergency as provided in Article 7.13, and any other claim of the **Contractor** for a change in the Contract Time or the Contract Price, the **Construction Project Manager** will prepare a written Change Order to be signed by the **Construction Project Manager** and the **Contractor** and submitted to the **County** for approval.

11.4. It is the **Contractor's** responsibility to notify its Surety of any changes affecting the general scope of the Work, Contract Price or Contract Time.

11.5. In the absence of an agreement as provided in 11.1.3, the **County** may, at its sole discretion, issue a Construction Change Directive to the **Contractor**. Pricing of the Construction Change Directive will be in accordance with Article 12. The Construction Change Directive will

specify a price and, if applicable, a time extension determined to be reasonable by the **County.** If the **Contractor** fails to sign such Construction Change Directive, the **Contractor** may submit a claim in accordance with Articles 11, 12,13, and 19 but the **Contractor** shall nevertheless be obligated to fully perform the Work as directed by the Construction Change Directive.

11.6. The **Contractor** shall proceed diligently with performance of the Work as directed by the **County**, regardless of pending claim actions, unless otherwise agreed to in writing.

ARTICLE 12 – CHANGE OF CONTRACT PRICE

12.1 The Contract Price

12.1.1. The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to the **Contractor** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the **Contractor** shall be at the **Contractor's** expense without change in the Contract Price.

12.1.2. The Contract Price may only be increased or decreased by a written Change Order or Construction Change Directive. Any claim for an increase shall be in writing and delivered to the **Construction Project Manager** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Construction Project Manager** within fifteen (15) calendar days after the occurrence unless the County allows additional time.

12.1.3. The value of any work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined by the following procedures:

12.1.3.1. Designated Unit Price (Field Measure)

The **Contractor** and the **County** recognize and acknowledge that the quantities shown for those items designated in the Bid Submittal (Part C) as unit price items are approximations prepared by the **County** for bid purposes and that the actual compensation payable to the **Contractor** for the utilization of these items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Work as originally defined in the Contract Documents.

When it is determined by the **County** that an addition, deletion or revision to the Work as defined in these Contract Documents is required and affects the quantities required for items designed in the Bid Submittal (Part C) as unit price items, the **Contractor** and the **County** agree that the compensation payable to the **Contractor** for the unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Submittal (Part C) and the actual quantities required to complete the Work. The County does not re-negotiate unit prices for Significant Changes as defined in FDOT Division I Specifications.

12.1.3.2. Other Unit Prices

For items not designated in the Bid Submittal (Part C) as unit prices, the **County** and the **Contractor** may establish unit prices as agreed on by Change Order.

12.1.3.3. Lump Sum Items

When it is determined by the **County** that an addition, deletion or revision to the Work is required which results in a change in the Work designated in the Bid Submittal as a lump sum item, the amount of increase or decrease in the lump sum price shall be established by mutual agreement of the parties.

12.1.4. If the pricing methods specified in 12.1.3 are inapplicable, or if the parties are unable to agree on a price for the changed work, a reasonable price for the same shall be established by the **County** in accordance with 12.2. The **County** shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with 11.1.5. The **Contractor** shall perform the work as directed in the Change Order.

12.1.5. Failure on the part of the **Contractor** to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to acceptable tolerances at no additional costs to the **County**; acceptance at no pay; or acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the **County.** Determinations of aggregate monetary change for items identified as lump sum quantities shall be made by the **County** based upon an analysis of the scope of the **Contractor's** failure to construct to plan or authorized dimensions.

12.2. Cost of Work

12.2.1. The term "Cost of Work," for the purpose of Change Orders or Allowance Work, means the cost necessarily incurred and paid by the **Contractor** in the proper performance of the Change Order Work. Except as may be agreed to in writing by the **Construction Project Manager**, such costs shall be in amounts no higher than those prevailing in the area of the Work and may include the categories listed below.

12.2.2. Labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave)
12.2.3. Owned Equipment (at lowest applicable equipment manual rate) (Blue Book Value)
12.2.4. Rented Equipment (at actual rental rate)
12.2.5. Material
12.2.6. Supplies
12.2.7. Subcontractors' Costs
12.2.8. Bonds and Insurance
12.2.9. Contractor's Fee (per 12.3)
12.2.10. Permit Fees

12.2.11. The **Contractor** shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of, all claims in accordance with this Article.

12.2.12. The term "Cost of the Work" shall not include any of the following:

12.2.12.1. Payroll costs and other compensation of the **Contractor's** officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, layers, auditors, accountants, Procurement and contracting agents, expediters, timekeepers, clerks and other personnel employed by the **Contractor**, whether at the site or in its principal or a branch office, for general administration of the Change Order work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the **Contractor's** mark-up.

12.2.12.2. Extraordinary fringe benefits not specifically identified in Article 12.2.1.1.
12.2.12.3. Expenses of **Contractor's** principal and branch offices other than the **Contractor's** office at the site.
12.2.12.4. Any part of the **Contractor's** capital expenses, including interest on the **Contractor's** capital used for the Change Order work and charges against the **Contractor** for delinquent payments.
12.2.12.5. Cost of premiums for all bonds and insurance, whether or not the **Contractor** is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the work).
12.2.12.6. Costs due to the negligence of the **Contractor**, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to: the correction of defective Work; disposal of material or equipment wrongly supplied; and making good any damage to property.
12.2.12.7. Overhead or general expense costs of any kind (other than as provided in 12.3).

12.3. Contractor's Mark-Up

12.3.1. The maximum percentage allowed for the **Contractor's** combined overhead and profit shall be as follows:

12.3.1.1. For all such Change Order work or Allowance Work done, a fixed percentage of the total adjustment to the Contract Price shall be negotiated and shall not exceed ten percent (10%).

12.3.2. For all changes, the **Contractor** shall submit an itemized cost breakdown, together with supporting data in the detail and form as prescribed by the **Construction Project Manager**. When a credit is due, the amount of credit to be allowed by the **Contractor** to the **County** for any change which results in a net decrease in cost will be the amount of the actual net decrease in direct cost as determined by the **Construction Project Manager**, plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit markup.

ARTICLE 13 – CHANGE OF CONTRACT TIME

13.1 It is the Contractor's duty, responsibility and obligation to perform the Work in accordance with the Contract Documents within the authorized Contract Time. The Contractor shall not submit a CPM Baseline Schedule showing less time than the original contract time established in the Contract Documents. The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the **Construction Project Manager** within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the **Project Manager** within fifteen (15) calendar days after the occurrence, unless the **Construction Project Manager** allows additional time. All claims submitted by the **Contractor** for adjustments to the Contract Time must set forth in detail the

reasons for and causes of the delay and clearly indicate why the subject delay was beyond the **Contractor's** control or fault.

13.1.1. If the **Contractor** is delayed at any time in the performance, progress, commencement or completion of the Work by any act or neglect of the **County** or the **Construction Project Manager**, by an employee of either, by any separate contractor employed by the **County**, by changes ordered in the Work, by labor disputes, fire, unavoidable casualties, unforeseeable weather conditions, utility conflicts which could not have been identified or foreseen by the **Contractor** using reasonable diligence or by any causes beyond the **Contractor's** control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as the **County** may determine. The **Contractor** shall be entitled to an extension of time for causes only for the number of days of delay which the **County** may determine to be due solely to these causes and only to the extent these occurrences actually delay the completion of the Work; and then only if the **Contractor** shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which the **County** or the **Construction Project Manager** may be responsible in whole or in part, shall relieve **Contractor** of its duty to perform or give rise to any right to damages or additional compensation from the **County**. The **Contractor's** sole and exclusive remedy against the **County** for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be right to seek an extension to the Contract Time in accordance with the procedures set forth herein. The **Contractor** shall have no entitlement to any monetary compensation for any delays. Any time granted by the **County** shall be non-compensable Contract Time.

ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE)

14.1 Neither the **County** nor the **Contractor** shall be considered to be in default of the Contract if delays in, or failure of performance, shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.1.1. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

14.1.2. The nonperforming party shall, within five (5) days after being prevented or delayed from performance by an Uncontrollable Force, deliver written notice to the other party particularly describing the circumstance and Uncontrollable Forces preventing its continued performance of the obligations of this Contract and a good faith estimate as to the anticipated duration of the delay.

ARTICLE 15 – WARRANTY AND GUARANTEE

15.1 Warranty and Guarantee

15.1.1. The **Contractor** warrants and guarantees to the **County** that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the **Contractor** by the **Construction Project Manager.** All defective work, whether or not in place, may be rejected, corrected or accepted as provided in Article 16.

15.1.2. If, after approval of final payment and prior to the expiration of one year after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or material are found to be defective, incomplete or otherwise not in accordance with the Contract Documents, the **Contractor** shall promptly, without cost to the **County** and in accordance with the **County's** written instructions, either correct such defective Work or, if it has been rejected by the **County,** remove it from the site and replace it with non-defective work. If the **Contractor** does not promptly comply with the terms of such instructions, the **County** may have the defective Work corrected, removed or replaced. All direct and indirect costs of such action will be paid by the **Contractor.**

Article 16 – ACCEPTANCE OF DEFECTIVE WORK

16.1 Tests and Inspections

16.1.1. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the **Contractor**, the **Contractor** shall give the **Construction Project Manager** timely notice. The testing firm(s) (if assigned by the **Contractor** to this Work) and all such inspections, tests or approvals provided for by the **County** shall be identified in writing by the **Construction Project Manager** to the **Contractor**. All other inspections, tests or approvals shall be at the **Contractor's** expense, including additional expenses for inspection and tests required as a result of delays by the **Contractor** or hours worked in excess of 40 hours per week. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the **Contractor** will furnish the **Construction Project Manager** with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall

be retested at the direction of the **Construction Project Manager** and at the **Contractor's** expense.

16.1.2. Neither observations by the **Construction Project Manager** or the **County Project Manager** nor inspections, tests or approvals by persons other than the **Contractor** shall relieve the **Contractor** of its obligations to perform the Work in accordance with the requirements of the Contract Documents.

16.2. Access to the Work

16.2.1 For the duration of the Work, the **Construction Project Manager** and their representatives, other designated representatives of the **County** and authorized representatives of any regulatory agency shall at all times be given access to the Work. The **Contractor** shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

16.3. Uncovering the Work

16.3.1. If any work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the **Construction Project Manager**, or if any work is covered contrary to the request of the **County Project Manager**, the work shall, if requested by the **Construction Project Manager** or the **County Project Manager**, be uncovered for observation, inspection, testing or approval and replaced at the **Contractor's** expense. If it is found that such Work is defective, the Contractor shall bear the expense of removal and replacement of the Work.

16.4. Stop Work

16.4.1. When work is defective or when the **Contractor** fails to supply sufficient skilled workmen, suitable material, suitable equipment, make prompt payments to Subcontractors for labor, material or equipment, or if the **Contractor** violates any provisions of these Contract Documents; the **County** may order the **Contractor** to stop the work until the cause for such order has been eliminated. However, this right of the **County** to stop the work shall not give rise to any duty on the part of the **County** to exercise this right for the benefit of the **Contractor** or any other party. The **Contractor** shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

16.5. Correction or Removal of Defective Work

16.5.1. When directed by the **Construction Project Manager**, the **Contractor** shall promptly, without cost to the **County** and as specified by the **Construction Project Manager** either correct the defective work whether fabricated, installed or completed, or remove it from the site and replace it with non-defective work. If the **Contractor** does not correct such defective work or remove and replace such defective work within a reasonable time, all as specified in a written notice from the **Construction Project Manager**, the **County** may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the **Contractor** or deducted from payment to the

Contractor. The **Contractor** will also bear the expense of correcting or removing and replacing all work of others destroyed or damaged by the correction, removal or replacement of the defective work.

16.6. 16.6 Acceptance of Defective Work

16.6.1. If, instead of requiring correction or removal and replacement of defective work, the **County** prefers to accept it, the **County** may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the **Contractor** shall pay to the **County** an appropriate sum to compensate for the defect in the work.

16.7. 16.7 Neglected Work by Contractor

16.7.1. If the **Contractor** neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the **Construction Project Manager** may direct the **Contractor** to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment, working extended hours and additional days, all at no cost to the **County**, in order to put the Work back on schedule. If the **Contractor** fails to correct the deficiency or take appropriate corrective action, the **County** may terminate the contract or **Contractor's** right to proceed with that portion of work and have the work done by others. The cost of completion under such procedure shall be charged against the **Contractor**. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the **Contractor** are not sufficient to cover such amount, the **Contractor** shall pay the difference to the **County.**

16.7.2. Should the **Contractor** work overtime, weekends or holidays to regain the schedule, all costs to the **County** of associated inspection, construction management and resident engineering shall be identified to the **Contractor** and the Contract Price reduced by a like amount via Change Order.

ARTICLE 17 – PAYMENT AND COMPLETION

17.1 Schedule of Values

17.1.1. The Schedule of Values established as provided in General Conditions 3.5.2.2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the **Construction Project Manager** and the **County Project Manager**. Progress payments using unit prices bid will be based on the number of units completed. Lump sum bids do not have a provision for a unit price adjustment.

17.1.2. The Schedule of Values will include a breakdown of divisions of the work in a manner that will identify Subcontractors by the classification of their work according to

any accepted numerical sequence, such as AIA numerical classification. Any Subcontractor identified by the **Contractor,** as a Woman/Minority Business Entity shall be noted in the schedule of values on a separate line of the schedule of values with an extension to the numerical classification used to identify the particular division of work. The extension will be according to the following: 002- Woman Business Enterprise; 003 – African American Enterprise; 004 – Hispanic American; 005 – Asian Pacific American Business; 006 – Native American Business; and 007 – Asian-Indian American Business.

17.2. Application for Progress Payment

Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers

17.2.1. At least seven (7) calendar days before the date established for each progress payment (but not more often than once a month), **Contractor** shall submit the following to the **Construction Project Manager** for review: (i) an Application for Payment filled out and signed by the **Contractor** covering the work completed as of the date of the Application; (ii) a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers (as further described in Subsection 16.2.2 below) in a form the **County** will designate and provide to the **Contractor,** and (iii) all other supporting documentation as is required by the Contract Documents. If payment is requested on the basis of material and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the **County** has received the material and equipment free and clear of all liens and evidence that the material and equipment are covered by appropriate property insurance and other arrangements to protect the **County's** interest therein, all of which will be satisfactory to the **County**. Payment is subject to retainage in accordance with F.S. 218.735. The amount of retainage is 5% in accordance with the contract document or as provided in F.S. 218.735.

17.2.2. As additional conditions precedent to the **County**'s obligation to pay the **Contractor** each progress payment, to include the final payment due under the Contract, the **Contractor** must (i) pay all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include any payments of retainage) that the **County** has made to **Contractor** for Work that has been satisfactorily completed; and (ii) execute and deliver to the **Construction Project Manager** a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers with its Application for Payment submitted in accordance with Subsection 16.2.1 above. If the **Contractor** has not made the required payments to all Subcontractors and Suppliers, but the **Contractor** has (a) demonstrated good cause (as reasonably determined by the **County**) for not making any required payment; (b) delivered written notice to the **County** and to the applicable Subcontractor or Supplier specifically stating why the **Contractor** has not paid the Subcontractor or Supplier its proportionate share of the progress payments that the **County** has made to the **Contractor** pursuant to the Contract, and (c) completed all other requirements and conditions precedent to the receipt of the requested progress payment, then the **County** will pay **Contractor** the progress payment in accordance with the Contract requirements.

17.3. Contractor's Warranty of Title

17.3.1. **Contractor** warrants and guarantees that title to the work, material and equipment covered by any Application for Payment, whether incorporated in the Work or not, will pass to the **County** no later than the time of payment, free and clear of all liens.

17.4. Approval of Payments

17.4.1. By signing and submitting an Application for Payment, the **Contractor** certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents. When the Contract contains Utility Work by the Roadway Contractor the **Contractor** shall prepare a separate Application for Payment for each utility participating in the Utility Work by the Roadway Contractor. The **Contractor** shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.

17.4.2. The **Construction Project Manager**, after receipt of each Application for Payment, will either indicate in writing a recommendation of payment and present the application to the **County**, or return the application to the **Contractor** indicating in writing the **Construction Project Manager's** reasons for refusing to recommend payment. In the latter case, the **Contractor** may make the necessary corrections and resubmit the application. The **County** shall make payment in accordance with F.S. 218.735.

17.4.3. The **Construction Project Manager's** recommendation of any payment requested in an Application for Payment will constitute a representation by the **Construction Project Manager** to the **County** based on the **Construction Project Manager's** review of the Application for Payment and the accompanying data and schedules, that to the best of the **Construction Project Manager's** knowledge, information and belief:

a) The Work has progressed to the point indicated;

b) The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work and to any other qualifications stated in the recommendation); and

c) The conditions precedent to the **Contractor's** being entitled to such payment appear to have been fulfilled in so far as it is the **Construction Project Manager's** responsibility to observe the Work.

17.4.4. By recommending any such payment, the **Construction Project Manager** will not be deemed to have represented that: (i) exhaustive or continuous on-site inspections

have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the **Construction Project Manager** in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle the **Contractor** to be paid additionally by the **County** or entitle the **County** to withhold payment to the **Contractor.**

17.4.5. The **Construction Project Manager's** recommendation of any payment, including final payment, shall not mean that the **Construction Project Manager** is responsible for the **Contractor's** means, methods, techniques, sequences or procedures of construction; or the safety precautions and programs incident thereto; or for any failure of the **Contractor** to comply with Laws and Regulations applicable to the furnishing or performance of Work; or for any failure of the **Contractor** to perform or furnish Work in accordance with the Contract Documents.

17.4.6. The **Construction Project Manager** may refuse to recommend the whole or any part of any payment if, in the **Construction Project Manager's** opinion, they are unable to make the representation that the Application is acceptable to the **County**. The **Construction Project Manager** may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the **Construction Project Manager's** opinion to protect the **County** from loss because:

a) The Work is defective;

b) The Contract Price has been reduced by Change Order;

c) The **County** has been required to correct defective work or complete work in accordance with Article 15;

d) Claims have been filed against the **County** for which the **Contractor** may be liable; and/or

e) The work was executed unsatisfactorily; the **Contractor** failed to clean up as required in Article 7 or the work is otherwise not in compliance with these Contract Documents.

17.4.7. The **County** will give the **Contractor** immediate notice stating the reasons for such action and promptly pay the **Contractor** the amount so withheld, or any adjustment thereto agreed to by the **County** and the **Contractor**, when the **Contractor** corrects, to the **County's** satisfaction, the reasons for such action.

17.5. Substantial Completion

17.5.1. Definition. Substantial Completion is the stage in the progress of the Work when the Work or specified portion thereof is sufficiently complete in accordance with the

Contract Documents so the **County** can occupy or utilize the Work for its intended purpose.

17.5.2. Certificate of Substantial Completion. When the **Contractor** considers that the Work, or a specified portion thereof, which the **County** agrees to accept separately, is substantially complete, the **Contractor** shall notify the **Professional** and the **Project Manager**. Along with such notification, the **Contractor** shall submit to the **Professional** a thorough and inclusive list of all remaining Work items to be completed or corrected. Upon receipt of the **Contractor's** notification and list, the **Professional** and the **Project Manager** will visit the site to determine whether the Work or designated portion thereof is substantially complete. Once the **Professional**, in consultation with the **County**, determines that the Work or specified portion thereof is substantially complete, the **Professional** will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the **Contractor** for its written acceptance and then to the **County** for acceptance and issuance.

17.5.3. Deficiency List. The Certificate of Substantial Completion shall include a list prepared by the **Professional** (the "Deficiency List") of final work items remaining, which must be completed to render the Work, or specified portion thereof, complete, satisfactory, and acceptable in accordance with the Contract Documents. The Deficiency List shall include those items from the **Contractor's** list described in Section 16.5.2 above which remain incomplete or uncorrected as of the date of Substantial Completion, along with any other incomplete or unsatisfactory items as determined by the **Professional** or the **Project Manager**. Failure to include on the Deficiency List any corrective work or pending items not yet completed shall not alter the responsibility of the **Contractor** to complete all the construction services purchased pursuant to the Contract Documents. The **Professional,** in consultation with the **County**, shall establish a date for completion of the items identified in the Deficiency List, and this date for completion shall be noted on the Certificate of Substantial Completion. The **Professional** shall also include an estimated cost to complete each item on the Deficiency List. Should the **Contractor** fail to complete the items by the date noted on the Certificate of Substantial Completion, the **County** may complete the item and deduct the costs from the final Application for Payment.

17.5.4. Project Closeout and Payment of Retainage. In accordance with Section 255.077(4), Fla. Stat., within 20 business days after developing the Deficiency List, and after receipt of a proper invoice or payment request, the **County** shall pay the **Contractor** the remaining balance of the contract, including any remaining retainage withheld by the **County** pursuant to Section 255.078, Florida Statutes, less an amount equal to 150 percent of the estimated cost to complete the items on the Deficiency List.

17.5.5. Warranties. Warranties required by the Contract Document shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

17.6. Final Completion

17.6.1. To receive the Certificate of Final Completion, the **Contractor** must have completed and submitted the following within the authorized Contract Time: contract close-out documents such as **County** approved Certified As-built Survey Drawings and electronic files, final Application for Payment request including evidence of insurance and consent of surety to final payment, completed punch list, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by 6.3, certificates of inspection, and any other outstanding items listed on the Certificate of Substantial Completion.

17.6.2. No final payment will be processed by the **County** until all required documentation by the **Contractor** has been accepted and approved by the **Construction Project Manager** and the **County**.

17.6.3. Notwithstanding any other provision of these Contract Documents to the contrary, the **County** and the **Construction Project Manager** are under no duty or obligation whatsoever to any vendor, material provider, subcontractor, laborer or other party to ensure that payments due and owing by the **Contractor** to any of them are or will be made. Such parties shall rely only on the **Contractor**'s surety bonds for remedy of nonpayment by the **Contractor**. The **Contractor** agrees to defend and resolve all claims made by subcontractors, indemnifying the **County** and the **Construction Project Manager** for all claims arising from or resulting from subcontractor, supplier, material men or laborer services in connection with this project.

17.6.4. The **Contractor** will indemnify the County and **Construction Project Manager** for any damages sustained including lost revenues resulting from the **Contractor**'s failure or refusal to perform the work required by these contract documents.

17.6.5. If, on the basis of the **Construction Project Manager's** observation of the Work during construction and final inspection, and the **Construction Project Manager's** review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the **Construction Project Manager** is satisfied that the Work has been completed and the **Contractor's** other obligations under the Contract Documents have been fulfilled, the **Construction Project Manager** will, after receipt of the final Application for Payment, indicate in writing the **Construction Project Manager's** recommendation of payment and present the Application to the **County** for payment. At the same time, the **Construction Project Manager** will also give written notice to the **County** and the **Contractor** that the Work is acceptable subject to the provision of 17.7. Otherwise, the **Construction Project Manager** will return the application to the **Contractor**, indicating in writing the reasons for refusing to recommend final payment, in which case the **Contractor** shall make the necessary corrections and resubmit the Application. Warranties required by the Contract Document shall commence on the date specified on the Certificate of Final Completion unless otherwise specified.

17.7. Waiver of Claims

17.7.1. The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **County**, other than those previously made in writing and still unsettled.

17.7.2. The making and acceptance of final payment will constitute a waiver of all claims by the **County** against the **Contractor**, except claims arising from unsettled liens from defective Work appearing after final inspection pursuant to 17.5; from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; or from the **Contractor**'s continuing obligations under the Contract Documents.

ARTICLE 18 - SUSPENSION OF WORK AND TERMINATION

18.1 Suspension of Work

18.1.1. At any time and without cause, the County may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor and the Construction Project Manager, which will fix the date on which Work will be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if the Contractor makes any approved claim therefore as provided in Articles 12 and 13.

18.2. Termination for Cause

18.2.1. Upon the occurrence of any one or more of the following events by the **Contractor**:

(a) fails to begin the work under the Contract within the time specified in the Notice to Proceed;

(b) fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;

(c) performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the **County Project Manager** rejects as unacceptable and unsuitable;

(d) discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the **Construction Project Manager** notifies the **Contractor** to do so;

(e) becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;

(f) allows any final judgment to stand against him unsatisfied for a period of ten calendar days;

(g) makes an assignment for the benefit of creditors;

(h) fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;

(i) fails to comply with the **Construction Project Manager's** written suspension of work order within the
time allowed for compliance and which time is stated in that suspension of work order; or

(j) for any other cause whatsoever, fails to carry on the Work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the **County**;

(k) fails to comply with the provisions of Chapter 119 of the Florida Statutes;

(1) If the **Contractor** disregards laws or regulations of any public agency having jurisdiction;

(m) If the **Contractor** disregards the authority of the **Construction Project Manager** or the **County Project Manager**; or

(n) If the **Contractor** otherwise violates in any substantial way any provisions of the Contract; if the **Contractor**, within a period of ten (10) calendar days after receiving written notice from the **County** delivered to the **Contractor** and the Surety specifying the default(s) as described in subparagraphs (a) through (n) above, fails to correct the conditions of which complaint is made, the **County** will have full power and authority, without violating the Contract, to take possession of the Work out of the hands of the **Contractor** and to declare the **Contractor** in default.

18.2.2. In the event the **County** terminates the Contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the Contract obligations.

18.3. Termination for Convenience

18.3.1. The **County** may terminate the entire Contract or any portion thereof, if the **County** determines that termination is in its best interest. The **County** will deliver to the **Contractor** written notice of termination specifying the extent of termination and the effective date. When the **County** terminates the entire Contract, or any portion thereof, before the **Contractor** completes all items of Work in the Contract, the **County** will make payment for the actual number of units or items of Work that the **Contractor** has completed, at the Contract unit price, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. The **County** will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts). The **County** will consider reimbursing the **Contractor** for actual cost of mobilization (when not otherwise included in the Contract) including moving equipment to the job where the volume of the work that the **Contractor** has completed is too small to compensate the **Contractor** for these expenses under the Contract unit prices. The **County** may purchase at actual cost acceptable materials and supplies procured for the work, that the **County** has inspected, tested, and approved and that the **Contractor** has not incorporated in the work. Submit the proof of actual

cost, as shown by receipted bills and actual cost records, at such points of delivery as the **County** may designate. Termination of a contract or a portion thereof, under the provisions of this article, does not relieve the **Contractor** or the surety of its responsibilities for the completed portion of the Contract or its obligations for and concerning any just claims arising out of the work performed. All **Contractor** claims for additional payment, due to the **County**'s termination of the entire Contract or any portion thereof, must meet the requirements of Article 12.

18.4. Completion of Work by County

18.4.1. Upon declaration of default, the **County** will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the Work in an acceptable manner. The **County** will charge all costs that the **County** incurs because of the **Contractor**'s default, including the costs of completing the Work under the Contract, against the **Contractor**. If the **County** incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the **Contractor** and the surety shall be liable and shall pay the **County** the amount of the excess. Such costs incurred by the **County** shall be verified by the **Construction Project Manager** and incorporated in a Change Order but in finishing the work the **County** shall not be required to obtain the lowest figure for the work performed. The **Contractor**'s obligation to pay the difference between such costs and such unpaid balance shall survive termination of the Contract. If, after the ten (10) day notice period and prior to any action by the **County** to otherwise complete the work under the Contract, the **Contractor** establishes his intent to complete the Work in accordance with the **County**'s requirements, then the **County** may allow, in its sole discretion, the **Contractor** to resume the Work, in which case the **County** will deduct from any monies due or that may become due under the Contract, any costs to the **County** incurred by the delay, or from any reason attributable to the delay.

ARTICLE 19 – DISPUTES / CLAIMS

19.1 The **Contractor** shall notify the **County** in writing of all disputes / claims arising under this Contract or its interpretation whether involving law, fact or both, or extra work, and all claims for alleged breach of contract within fourteen (14) calendar days of the commencement of the dispute. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope.

19.1. When submitting a claim, the **Contractor** shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the **Contractor**'s best knowledge and belief, and that the amount of the claim accurately reflects what the **Contractor** in good faith believes to be the **County**'s liability. Such certification must be made by an officer or director of the **Contractor** with the authority to bind the **Contractor**. In the meantime, the **Contractor** shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within fourteen (14) calendar days of its commencement, the claim will be considered only for a period commencing fourteen (14) calendar days prior to the receipt by the **County** of notice

thereof. Each decision by the **County** will be in writing and will be mailed to the **Contractor** by registered or certified mail, return receipt requested, directed to the **Contractor's** last known address.

19.2. If the **Contractor** does not agree with any decision of the **County**, the **Contractor** shall be required to seek, prior to instituting any action in a court of law, mediation by a certified circuit court civil mediator who will be agreed to by the parties or, if the parties cannot agree to a mediator within thirty (30) calendar days of the request for mediation, said mediator will be chosen by the **Contractor**. Any mediation will be held in Polk County, unless otherwise agreed to by the **County** in its discretion. The parties will cooperate in good faith with the mediator with the cost of the mediator split equally between the parties, if the mediator is agreed upon, and by the **Contractor** if agreement on the mediator cannot be reached. If the **Contractor** does not agree with any decision of the **County**, or the mediation is unsuccessful, the **Contractor** shall in no case allow the dispute to delay the Work but shall notify the **County** promptly that the work is proceeding under protest and that the matter in question may be expected from the final releases.

ARTICLE 20 – MISCELLANEOUS

20.1 Limitation of Liability

20.1.1. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

20.2. Severability

20.2.1. The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract; any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

20.3. Waiver

20.3.1. A waiver by either the **County** or the **Contractor** of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Contract. Except as otherwise stated in Section

17.7, the making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Contract shall not waive such default or breach, or any subsequent default or breach of this Contract, and shall not be construed as doing so.

20.4. Governing Law and Venue

20.4.1. This Contract shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida, or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

20.5. Attorneys' Fees and Costs

20.5.1. Each party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Contract, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

20.6. Non-Discrimination

20.6.1. The **Contractor** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

20.7. Public Entity Crimes

20.7.1. 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.

20.8. Public Records Law

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

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

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

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

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

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

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

20.9. Survival of Representations and Warranties

20.9.1. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Contract. Also, the obligation of the **Contractor** to maintain the work until initiation of operation shall survive final payment, termination or completion of the Contract.

ARTICLE 21-Unauthorized Alien(s):

21.1.1 The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

ARTICLE 22 – PERFORMANCE EVALUATION

22.1 Contractor Evaluation

22.1.1. The **Contractor's** performance should be evaluated during and after completion of the project.

ARTICLE 23 – ALLOWANCES

23.1 Allowance Work

23.1.1. When the **County** determines, at its sole discretion, that it wishes to include an Allowance in the Contract, said amount shall be included in the Contract Price, Article 2 of the Contract (Part E).

23.1.2. Allowance Work, in the amount of five percent (5%) of the construction contract bid amount or $250,000, whichever amount is less, will be included in the contract price. No individual Allowance Work authorization greater than $100,000 shall be effective without the prior approval of the Board of County Commissioners. The Contract Work and all Allowance Work shall be performed in full compliance with all requirements of the Contract Documents. The sum of all approved Allowance Work performed pursuant hereto shall not exceed the amount of the Allowance. When all Work has been completed under this contract any balance of the original Allowance remaining at the completion of all work shall be deducted from the contract price by an approved change order.

23.1.3. The number of calendar days specified in the construction contract for performance of the contract work shall include a total time allowance of no more than 60 days or fifteen percent (15%) of the time specified at the time contract award for final completion of the project, whichever is less, for performance of Allowance Work. When all work has been completed under this contract any time set aside for Allowance Work remaining at the completion of all work shall be deducted from the contract time by an approved change order.

23.1.4. Upon a determination by the County Manager or his designee that certain construction work for which detailed specifications were not prepared or the scope of such work was not fully established at the time the **County** entered into a contract and upon determining that, for the purposes of expediency and efficiency, it would be in the **County's** best interest to have said work completed by the Project's **Contractor**, the

County Manager or his designee will take appropriate action pursuant to the "Allowance" provision established under the Contract for the Project.

23.1.5. All changes and time for Allowance Work must be pre-approved in writing by the County Manager or his designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the price for the Allowance Work and the time, if any, allocated for performance of the Allowance Work, as well as containing the authorizing signature of the County Manager or his designee. The **Contractor** shall not be authorized to perform any Allowance Work without the required AAR.

ARTICLE 24 – ANNUAL APPROPRIATIONS

24.1 Appropriations

24.1.1. **Contractor** acknowledges that the **County**, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the **County**'s performance and obligation to pay under this Contract is contingent upon annual appropriation.

ARTICLE 25 – 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.

ARTICLE 26 – EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of

this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

ARTICLE 27 - 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).

SPECIAL CONDITIONS

The County reserves the right to direct purchase any tangible personal property item of the bid in order to save the sales tax on the selected item, which may include equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major items. When the County exercises this option the following procedures shall be used for ordering, receiving, and paying for the Owner Direct Purchase (ODP) item.

BID PRICES

The bid must include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

ORDERING

The items selected would be purchased directly from the suppliers the contractor used to submit their bid to the County and therefore made a part of the construction contract executed with the County.

The Contractor shall fully cooperate with the County, providing information for the preparation of County issued purchase orders for these ODP's, monitoring deliveries, and approving invoices.

Following receipt of a sales tax savings form, the Contractors requisition from the supplier and the suppliers quote to the Contractor, the County will issue a purchase order to the supplier for the item selected for ODP to be delivered to the project site. The approved purchase order will be sent to the supplier and the Contractor. The Contractor shall verify that the purchase order was issued correctly. A separate sales tax savings form and a separate purchase order shall be used for each item selected for ODP.

After the County has affirmed that the items contained in the purchase order meets the exemption requirements contained in Section 212.08(6), Florida Statute, and Rule 12A-1.094, Florida Administration Code, the County will issue a Certificate of Entitlement. A Certificate of Entitlement will be issued with each purchase order for each ODP. The original Certificate of Entitlement accompanied by the County approved purchase order, the Contractors requisition to the supplier and the suppliers quote for the selected ODP item will be placed on file with the Florida Department of Revenue. The Contractor and supplier will be issued copies from the County.

EXPEDITING

The Contractor shall be responsible for expediting delivery to ensure that ODP item(s) is received on time to maintain the construction schedule.

RECEIPT

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the project. The Contractor shall be responsible for receiving, warranting, insuring the proper installation and operation of all materials and equipment required for the project, including all ODP items.

BILLINGS/PAYMENTS

All ODP's shall be billed to the County in care of the Contractor.

The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.

Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms and all discounts shall accrue to the County.

The Contractor shall prepare a direct purchase report for the County upon submittal of each pay request.

OTHER CONSIDERATIONS

The County shall have title to all items of which any payment has been made under these provisions.

The selection of ODP for any item contained within the bid does not relieve the Contractor from liability for that item as it may be related to the quantity ordered, condition, the maintenance and care of the item when delivered, installation, incorporation of the item for its intended use in the work to be performed, and warranty of the item in accordance with the contract documents. The Contractor shall maintain products liability insurance, which shall include ODP items, as required for the normal practice of general contracting.

The County shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with these provisions.

REDUCTION

The Contract will be reduced via deductive change order by the amount of all items selected by the County for the ODP's. The deductive change order will require Division Director approval.

SALES TAX SAVINGS FORM

CONTRACT # _____

DESCRIPTION OF PROJECT _____

Materials	(1) Amt in Contract	(2) Sales Tax	(3) Net Amt for Purchase

(1) This is the amount to be deducted from contract by change order.

(2) The amount of the sales tax included in the material purchase line item supplied by contractor.

(3) The amount to be used by Procurement to make the material purchase per the contractor's stated quantities.

PART B – CONDITIONS OF CONTRACT

SUPPLEMENTARY CONDITIONS

1. PROJECT DESCRIPTION, PROJECT LOCATION & SCOPE OF WORK

1.1. Description: Construct a roundabout on Spirit Lake Road which is located in Winter Haven in Polk County, Florida.

1.2. Location: From the intersection of US 17 @ Spirit Lake Road, go north on Spirit Lake Road for approximately 0.8 mile. This project is located at the intersection of Spirit Lake Road @ Sheffield Road in unincorporated Polk County. All distances are approximate.

1.3. Scope of Work: Work primarily consists of constructing a new roundabout at the intersection of Spirit Lake Rd @ Sheffield Rd @ Old Bartow/Eagle Lake Rd (east). Old Bartow/Eagle Lake Rd (west) will be re-aligned to intersect with Sheffield Rd and will be disconnected from Spirit Lake Rd.

1.4. The CADD files provided are for informational purposes only. The data within the CADD files is subject to change and it is the contractor's responsibility to request updates when necessary. Should the contractor choose to generate information from the CADD files, other than that which is shown on the signed and sealed plans, the contractor does so at its own risk.

1.5. Estimated Cost of Construction: $5,562,000

1.6. Days to Final Completion: 492

2. QUALIFICATION REQUIREMENTS

2.1. The prime contractor shall be either (a) a certified general contractor in the State of Florida; copy of license shall be submitted with the bid proposal, or (b) be FDOT prequalified in Flexible Paving.

2.2. Contractor must have been in business under the same name or EIN number for a minimum of 5 years.

2.3. The Successful bidder must possess or purchase a Polk County Local Business Tax Receipt (f/k/a Business License) to do business with the County. A copy of such license or proof of purchase must be provided to the Procurement Division prior to award being made.

2.4. Contractor must provide three (3) references from clients in which the bidder has successfully completed projects similar in scope, for a public agencies such as cities, counties, or FDOT, as the prime bidder, within the past ten (10) years. Each reference should include:

- Name of the client
- Address of the client
- Contact person to include:
- Phone number and email address
- Brief description of the project.

- Project address
- Date project completed.
- List of all subcontractors used for project.

References should be submitted with the Bid or must be submitted by the apparent lowest responsive bidder within three (3) business days of request and prior to award.

2.5. Percentage of Work: The prime contractor shall perform a minimum of 40% of all work contained within the scope of work as outlined in the bid documents and special conditions, with the exception of signalization. This percentage of work requirement does not include the furnishing of materials or equipment in the construction, if not installed by the primary contractor.

3. BASIS OF AWARD

3.1. Lowest responsive and responsible bidder meeting qualifications and specifications for the work.

3.2. A pre-award meeting may be required during the bid analysis phase. Prior to a recommendation of award being issued by the Procurement Director, a pre-award meeting may be conducted with the County, EOR, Construction Project Manager and the apparent low bidder. This pre-award meeting may be conducted to verify the bid schedule submitted by the apparent low bidder and to confirm the apparent low bidder can perform the required services according to the bid document. If at the conclusion of a pre-award meeting, it has been determined and agreed upon the apparent low bidder cannot perform the services accordingly, the County reserves the right to deem the apparent 1st low bidder as non-responsible and continue the bid analysis phase with the apparent 2nd low bidder.

A memorandum of understanding would be required to be executed 5 days after the pre-award meeting.

4. PERMITS

4.1. The Following permit have been acquired by the County for the project:

- Southwest Florida Water Management District ERP No. 43047741

5. GENERAL

5.1. The Contractor is solely responsible for all work called for in the Contract Documents according to the terms of the Contract Documents and this responsibility cannot be transferred to subcontractors.

5.2. The hierarchy of authority for this contract shall be:

- First (Highest): Polk County Director of Roads and Drainage
- Second: Polk County Project Manager
- Third: Construction Project Manager

5.3. No work shall be performed under the provisions of this contract on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. Any such permission shall be obtained by the Contractor and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the Construction Project Manager prior to the associated work being performed. The Contractor shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area.

5.4. Upon execution of the Contract, the County reserves the right to conduct an audit of the Contractor's records pertaining to the project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter.

6. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

6.1. When the Standard Specifications, Special Provisions, Supplemental Specifications or Technical Special Provisions refer to:

6.1.1. "The Engineer" in the role of construction inspection and construction management, this term is the same as "Construction Project Manager" as defined in the Contract Documents.

6.1.2. "The Department" or "FDOT" in the role of owner of the project, the interpretation of the document shall be that the reference is to the County as the owner of the project.

6.1.3. "State Road," it shall mean any public roadway.

6.1.4. "The Department's acceptance tests," it shall mean the tests adopted by the County.

6.1.5. "The District and/or Central Labs," it shall mean the Contractor's testing subcontractor authorized by the County.

6.2. If any conflicts exist between the specifications prescribed in the Contract Documents, the more stringent requirement shall apply. In case of discrepancy, the governing order of the contract documents is as follows:

1. Special Conditions
2. Technical Special Provisions
3. Plans
4. Road Design, Structures and Traffic Operations Standards
5. General Conditions
6. FDOT Supplemental Specifications
7. Standard Specifications
8. Supplementary Conditions (JPA / Utility)

Computed dimensions govern over scaled dimensions.

6.3. Before starting construction, provide a Quality Control Program for County approval according to FDOT Standard Specification Section 105 Quality Control Program and Laboratory Qualification Program.

6.4. FDOT Standard Specification Section 9-2.1.2 Bituminous Material shall apply to this contract.

6.5. FDOT Standard Specification Section 5-1.4 Shop Drawings shall apply to this contract.

6.6. FDOT Standard Specification Section 5-7 Engineering and Layout shall apply to this contract.

7. CONSTRUCTION PROGRESS SCHEDULE

7.1. The Contractor shall prepare and maintain a project progress schedule according to FDOT Specification 8-3.2 Submission of Working Schedule as detailed in the Specification Package included in this contract.

8. TESTING AND INSPECTIONS

8.1. The Contractor is responsible for all required testing on the project except when the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the Contractor. For these inspections and testing, the Contractor shall give the County 48-hours notice to prepare for the required inspections or testing. All such inspections, tests or approvals performed by the County shall be identified in writing by the Construction Project Manager to the Contractor as well as the name of the testing facility that will be performing the inspections and testing.

8.2. Except as described above, all inspections, tests or approvals shall be at the Contractor's expense and shall be included in the unit cost for the appropriate pay item. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the Contractor will furnish the Construction Project Manager with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the Construction Project Manager and at the Contractor's expense.

8.3. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. With the exception of Asphalt Plant, The Construction Project Manager's staff is responsible for required verification testing on the project and will coordinate this work with the Contractor's Quality Control Manager. If there is a discrepancy between the contractor's quality control test and the Construction Project Manager's verification test, and if either one of the tests fail to meet minimum Specification requirements, both parties will jointly take a split resolution sample and deliver

the sample to a pre-determined, independent testing lab contracted by the County. The independent testing lab will not be the same lab providing verification testing services for the County. The results from the independent resolution lab shall be used and accepted by both parties as the final testing results representing the portion of material in question.

9. MATERIALS

9.1. The Contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the County immediately upon delivery or as soon thereafter as is practical.

9.2. Arrangements for storage areas for materials and equipment shall be the responsibility of the Contractor. Before mobilizing or storing any materials or equipment, the Contractor shall identify the areas to be used for storage in writing to the County. If property other than County right-of-way is proposed for storage, the Contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

10. WORKSITE VISIBILITY

10.1. No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Contract time extensions for substandard visibility shall be assessed according to FDOT Standard Specification Section 8-7.3.2.

11. FIELD OFFICE

N/A.

12. EROSION CONTROL

12.1. Refer to Plan Sheets of the approved Construction Plans for this Project.

13. GRASSING

13.1. N/A.

14. Underground Facilities

14.1. The utility relocation schedule and permits are included with the bid package.

14.2. The location(s) of the utilities shown in the plans (including those designated Vv, Vh and Vvh) are based on limited investigation techniques and should be considered approximate only. The verified locations/elevations apply only at the points shown. Interpolations between these points have not been verified.

15. HISTORICAL AND ARCHAEOLOGICAL

15.1. If historical or archaeological artifacts are discovered at any time on the project site, the Contractor must notify the County, the Water Management District, the Florida Department of State and the Division of Historical Resources. The

Contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty according to the General Conditions.

16. EMERGENCIES

16.1. In the event of an emergency, the Contractor shall immediately notify the County and the Construction Project Manager.

17. SAFETY

17.1. The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.

17.2. The Contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc.(Sunshine 811), at 811 or 1-800-432-4770 or www.sunshine811.com, no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the Contractor provide notification according to the procedures of the F.S. Chapter 556.

18. WORK STOPPAGE

18.1. From time to time, it may be necessary for the Contractor to stop a portion of the work or all work to accommodate a civic function. If the Contractor will be required to stop work, the Construction Project Manager shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the Contractor and the Construction Project Manager shall agree to and document the number of additional Days to be added to the Contract Time to accommodate the requested work stoppage.

19. VIDEO RECORDS

19.1. Pre-Construction Video Record: Before beginning mobilization activity, the Contractor shall video record the existing conditions in the project area before the start of any construction activity. The video recording shall document the condition of all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction. The video recording shall be delivered to the County / Construction Project Manager 14 days prior to the start of any construction activity for review and approval.

19.2. Post-Construction Video Record: In addition to the video recording requirements of FDOT Standard Specification 430-4.8, within ten (10) calendar days after the date of final completion the Contractor shall video record the finished project. The video recording shall document the condition of the finished construction project, all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction.

19.3. All video records shall be delivered to the County / Construction Project Manager in a digital video format compatible with Microsoft Media Player and labeled with the project number, project name, date and subject, and the name,

address and telephone number of the Contractor and the company responsible for recording the video record. The cost for the Pre-Construction Video Record, Post-Construction Video Record and the required digital copies shall be included in the lump sum bid unit price for 101-1 Mobilization.

20. Application for Progress Payment

20.1. By signing and submitting an Application for Payment the Contractor certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents.

20.2. When the Contract contains Utility Work by Highway Contractor the Contractor shall prepare a separate Application for Payment for each utility participating in the Utility Work by Highway Contractor. The Contractor shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.

20.3. In addition to the requirements of General Conditions 17.6 and 17.7, the final completion and waiver of claims will not be accepted by the County until the Certified As-Built Survey Drawings have been reviewed and accepted by the County.

20.4. Each Application for Payment submitted by the Contractor shall include a copy of all invoices for stored materials and the materials certifications for all materials stored or used in the work that is included in said Application for Payment.

21. LIQUIDATED DAMAGES

21.1. The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Contractor's failure to timely deliver the Project Work in accordance with the Contract Documents. Accordingly, in lieu of assessing actual damages if the Contractor fails to timely deliver Project Work, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages stated below are reasonable; and (iii) the liquidated damages will be assessed as the County's remedy under such circumstances and not as a penalty.

21.2. Should the Contractor request and be granted additional time to reach substantial completion via change order(s), the last revised date shall be the date used to calculate the time from which liquidated damages will be assessed.

21.3. Liquidated Damages in the amount of $200.00 per day as authorized by Florida Statutes Section 337.18(2) shall be assessed.

22. PERFORMANCE EVALUATIONS

22.1. The Contractor will be evaluated on the performance of work and administration of the contract. Deficiency letters may be issued to the Contractor by the County for any work or activity of the Contractor or their subcontractors that does not satisfy the terms or intent of the contract. Deficiency letters will be a part of the interim and final Contractor performance evaluations of the contract.

23. PROJECT CONTINGENCIES

23.1. The Bid Form includes $250,000.00 in contingency funds. The County shall approve charges against contingencies prior to invoicing. Any established unit prices shall prevail. If there are no unit prices established for the work, then the Contractor shall be reimbursed as defined in the General Conditions. The contingency funds will be used for actual work (time and materials). The contingency funds will not be used for any delay cost but may only be used for unforeseen conditions as determined by and agreed to by the County. The project contingencies have been defined as follows:

23.1.1. Contingency $250,000.00.

24. MISCELLANEOUS

24.1. Workdays are defined as Monday through Friday from 7 AM to 5:30 PM unless otherwise agreed upon by the County.

NOTE: Any information provided in the Technical Specifications or Drawings that relates to the Procurement process, or the General Conditions of this solicitation are superseded by the County's Purchasing Policies and Procedures Manual and the General Conditions contained herein.

ATTENTION BIDDERS

The Successful Bidder must register in our new Vendor Database if you have not already done so prior to award of this bid. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

https://www.polk-county.net/business/procurement/vendor-information/

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.

Part C – BID SUBMITTAL
(Unit Price)

NAME OF PROJECT: BID #25-631, Spirit Lake Rd Roundabout

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The Bidder further declares that he/she has examined the site of the Work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE PAGES THAT ARE PART OF THIS SECTION MUST BE PROVIDED FOR THIS BID SUBMITTAL TO BE CONSIDERED BY THE COUNTY

***NOTE: ALL UNIT PRICE PAGES MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT WILL CAUSE THE BID TO BE REJECTED.**

1. **BID PRICE** $_____
(Note: This total represents the sum of the unit prices on the Excel Bid Sheet.)

WRITTEN AMOUNT (SPELL OUT)

_____ DOLLARS

_____ CENTS

2. **CONTRACT TIME TO COMPLETE THIS PROJECT** ____492___ CALENDAR DAYS

3. **NAME OF BIDDER:** _____
(typed or printed: firm, corporation, business or individual)

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

_____ _____
State Certification Number Individual's Name (Print or Type)

_____ _____
Polk County Registration Number Individual's Name (Print or Type)

_____
Polk County Local Business Tax Receipt

ADDENDUM CONFIRMATION

Bidder shall acknowledge below that they obtained any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No._____ Date__

Addendum No._____ Date__

Addendum No._____ Date__

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

Submittal Date _____
(Bid Receiving Date)

BIDDER: _____

BY: _____
(Authorized Signature – in ink)

_____
(Printed Name of Signer)

_____
(Printed Title of Signer)

_____
Address City State Zip Code

_____
Telephone Number

_____
Email Address

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ 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 _____

PART D – EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____(hereinafter called the Principal) and_____(hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of_____,and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of_____dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of

_____

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____day of_____20__.

ATTEST:

PRINCIPAL:_____

_____
Witness

BY:_____(SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY:_____
Printed Name

_____
Witness

BY:_____(SEAL)
Attorney in Fact

_____
Witness

_____
Printed Name

_____
Business Address

_____

NOTES:
1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

EXHIBIT II
PUBLIC CONSTRUCTION BOND
FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

_____

_____

OWNER NAME: Polk County, a political subdivision of the State of Florida

OWNER ADDRESS: 330 West Church Street

Bartow, FL 33880

OWNER PHONE NO: 863-534-6757

OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: _____

CONTRACT NUMBER: _____

GENERAL DESCRIPTION OF PROJECT: _____

_____

PROJECT LOCATION: _____

PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That_____, as Principal, and_____, as Surety, located at _____ _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida as Obligee in the sum of_____Dollars, ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated_____, 20___ (date of bid award) between Principal and County for construction of Bid 22-115, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and

3. Pays County all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

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

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

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

IN WITNESS WHEREOF, this instrument is executed this_____ day of_____, 20__.

ATTEST:

_____
Witness

_____
Witness

PRINCIPAL:_____

BY:_____(SEAL)
Authorized Signature (Principal)

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

_____
Witness

_____
Witness

SURETY: _____
Printed Name

BY:_(SEAL)
Attorney in Fact

_____
Printed Name

_____
Business Address

_____

EXHIBIT III
PAYMENT OF STORED MATERIALS

As regards payment for stored materials on Bid #25-631, and the inclusion by _____ (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal's obligation to timely complete the project according to the contract specifications.

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this_____day of_____, 20___, by _____

_____ (Name of Surety)

_____
Authorized signature of Surety

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of_____)
SS
County of_____)

_____, being first duly sworn, deposes and says that:

1. They are_____of_____, the Bidder that has submitted the attached Bid;

2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

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

Signed _____

Title _____

Subscribed and sworn to before me this_____day of_____, 20 _____

_____

_____
(Title)

My Commission expires _____

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of_____)
SS
County of_____)

_____, being first duly sworn, deposes and says that:

1. They are_____of_____, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to_____the Contractor for certain work in connection with Bid: _____.

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

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

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

Signed_____

Title_____

Subscribed and sworn to before me this_____day of_____, 20_____

_____

_____
(Title)

My Commission expires_____

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 25-631

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid #25-631.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this_____day of_____, 20 ____

Name of Firm _____

By _____

_____
Title of Person Signing

Subscribed and sworn to before me this_____day of_____, 20 _____

_____

_____
(Title)

My Commission expires _____

Exhibit VI-A, Subcontract List
(Sample)

		Classification															
Work Activity	Firm performing work	Caucasian, Male	%	Caucasian, Female	%	African American	%	Hispanic American	%	Asian Pacific American	%	Native American	%	Asian Indian American	%	Total	% of Total
Maintenance of traffic																	
Signing																	
Pavement markings																	
Asphalt																	
Clearing & Grubbing																	
Misc 1																	
Misc 2																	
Totals		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0.00%

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 19.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to https://vcl.polk.one/vendordirectory, Procurement & Bids, WMBE Online Directory for additional names. Please list the company's names and the result of your contact for each subcontractor solicited for the following areas of work. Suppliers can be listed in the blank spaces at the bottom of the page. Contacting (5) five firms, if available, shall satisfy the Good Faith Effort requirement. This will be required of the apparent low bidder at the pre-award meeting with Exhibit VI-A, Subcontractor Listing.

	Division of Work	Results of Good Faith Effort
1.		
2.		
3.		
4.		
5.		

EXHIBIT VII
TRENCH SAFETY ACT COMPLIANCE
TRENCH EXCAVATION SAFETY SYSTEM AND
SHORING, SPECIAL (TRENCH EXCAVATION)

Trench Excavation Safety System and Shoring, Special (Trench Excavation)

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A._____	_____	_____	$_____	$
B._____	_____	_____	$_____	$
C._____	_____	_____	$_____	$
D._____	_____	_____	$_____	$
			Total	$

Failure to complete the above may result in the bid being declared non-responsive.

EXHIBIT VIII

EQUAL EMPLOYMENT OPPORTUNITY

Polk County is an Equal Opportunity/Affirmative Action Employer.

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

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: _____
Address: _____
_____

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

YES_____NO _____

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

YES_____NO _____

3. Bidder has filed all compliance reports due under applicable instructions:

YES_____NO _____

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

_____

Printed Name

_____

Title

_____

Signature

_____

Date

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that_____does: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Bidders Signature

_____
Date

EXHIBIT X

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this_____day of_____, 20 _____

Name of Firm _____

By _____

_____

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This day of_, 20 _____

Notary Public:_____

My Commission Expires:_____

GENERAL CONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT

Exhibit XI

TO: POLK COUNTY BOARD OF COUNTY COMMISSIONERS

Application Date: _____

Page _____ of _____ page

CONTRACTOR: _____

REMIT TO: _____

_____

Application No.: _____

Contract No.: _____

PO No.: _____

PROJECT: _____

Period From: _____

To: _____

CHANGE ORDER SUMMARY			
Change Orders approved this month			
Number	Date Approved	ADDITION	DEDUCTION
TOTAL		$ -	$ -
Approved in previous months			
Number	Date Approved		
TOTALS		$ -	$ -
Net change by Change Orders			$ -

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. **ORIGINAL CONTRACT SUM**		
2. Net change by Change Orders		$ -
3. **CONTRACT SUM TO DATE** (Line 1 +/- 2)		$ -
4. **TOTAL COMPLETED & STORED TO DATE** (Col. G)		
5. **RETAINAGE**		
a. ___5___% of Completed work (Column D + E)		
b. ___5___% of Stored Material (Column F)		
Total Retainage (Line 5a + 5b)		$ -
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$ -
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from previous application)		
8. **CURRENT PAYMENT DUE**		$ -
9. **BALANCE TO FINISH, WITH RETAINAGE** (Line 3 less Line 6)		$ -

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the County, and that current payment shown herein is now due.

CONTRACTOR: _____

State of: _____ County of: _____

By _____ Date _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

_____

Professional

_____

By _____ Date _____

Subscribed and sworn to before me this _____ day of _____ ,20

Notary Public: _____

My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

COUNTY: By: _____

Authorized Signature Date

UNIT PRICE **SCHEDULE OF VALUES**

A	B	C	C1	C2	D	E	F	G	H	I	J	K
					WORK COMPLETED							
Item No. Include MBE Extension)	Description	Scheduled Value	Quantity	Unit Price	Previously Completed	Quantity Complete this period	Cost this period	Materials presently stored	Total Stored and Completed to date	% Complete	Balance to Finish	Total Retainage to date
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
Allowance							$ -		$ -	#DIV/0!	$ -	$ -
Page Total		$ -			$ -	$ -	$ -	$ -	$ -		$ -	$ -
Totals		$ -			$ -	$ -	$ -	$ -	$ -		$ -	$ -

LUMP SUM **SCHEDULE OF VALUES**

A	B	C	D	E	G	H	I	J	K
			WORK COMPLETED						
Item No. Include MBE Extension)	Description	Scheduled Value	Previously Completed	Quantity Complete this period	Materials presently stored	Total Stored and Completed to date	% Complete	Balance to Finish	Total Retainage to date
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
Allowance						$ -	#DIV/0!	$ -	$ -
Page Total		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Totals		$ -	$ -	$ -	$ -	$ -		$ -	$ -

EXHIBIT XII
CONTRACTOR CERTIFICATION OF
DISBURSEMENT OF PREVIOUS PROGRESS PAYMENT TO SUBCONTRACTORS

DATE _____

PROJECT: _____ CONTRACT NO. _____

_____ PROGRESS PAYMENT NUMBER: _____

_____

_____

_____, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by the County for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

EXCEPTION:
The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

_____ _____
Subcontractor or Supplier Name **Subcontractor or Supplier Name**

_____ _____
Street Address **Street Address**

_____ _____
City, State and Zip **City, State and Zip**

State of Florida
County of _____
Sworn to and subscribed before me this _____ day of _____ by

_____
(Print name of authorized person signing Certification)

_____
(Notary Public) **Commission Expires**

Personally known_____OR Produced Identification_____

Type of Identification Produced _____

A false statement or omission made in connection with this Certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.

_____
Contractor

_____
By

_____
Title

Instructions:

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.
2. Attach a list of all Subcontractors and Suppliers that have not yet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.
3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.
4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.
5. A separate Certification is required for each Contract the Contractor has with the County.

TN08/2010

EXHIBIT XIII
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: _____ County's Project No.:_____

Contract No:_____ Contract Date:_____

Notice to Proceed Date:_____ Completion Date:_____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on_____. This Certificate of Substantial Completion applies to all Work or a specified portion thereof under the Contract Documents.

Once all punch list items are complete, a list of closeout documents to be completed and corrected is attached hereto for final completion of Contract requirements. This list may not be all-inclusive; and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items on the list shall be completed or corrected by the Contractor within____calendar days of the above date of substantial completion.

This Certificate does not constitute an acceptance of the Work that has not been completed in accordance with the Contract Documents; nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents. Signatories agree the project is substantially complete as of the date established herein and that the project can and will function as intended and that the attached list represents deficient items requiring correction/completion prior to final completion and that this list may be amended by the Professional or County to add any other items to bring the Work in compliance with the Contract Documents. If the list is amended a reasonable time shall be given to complete the items added.

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XIV
CERTIFICATE OF FINAL COMPLETION

Project: _____ County's Project No.: _____

Contract No.: _____ Contract Date: _____

Notice to Proceed Date: _____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on_____. This Certificate of Final Completion applies to all Work under the Contract Documents. The warranty period shall begin on the date established herein.

All closeout documents have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Contractor retains responsibility and obligation to the County for warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: (Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XV
MATERIALS AND EQUIPMENT STORED ON SITE

Contractor's Estimate No._____Project _____
Period_____to_____Page____ of Preparer
(signature & typed name)_____

Item No.	Item Description	Invoice Value Last Period	Invoice Value For Material Installed (-)	Invoice Value For Material Delivered (+)	Invoice Value This Period
TOTAL:					

EXHIBIT XVI
ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT:

AAR NO.:
CONTRACT NO.:

POLK COUNTY,
A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA

CONTRACTOR:

ARCHITECT/ENGINEER:

DESCRIPTION OF
ALLOWANCE WORK:

Reason for change:

***Not valid until signed by the County, Architect/Engineer and Contractor.**

Amount of Allowance Authorization included in this Contract is ..... $
Amount of Allowance Authorization used to date..... $
Amount of Allowance Authorization used this AAR ..... $
Balance of remaining AAR..... $

Original Contract Time ..... _____ days
Amount of the Allowance Authorization time included in this Contract is..... _____ days
Amount of Allowance Authorization time used to date..... _____ days
Amount of Allowance Authorization time used this AAR ..... _____ days
Balance of remaining Allowance Authorization Time is..... _____ days
Date of substantial completion therefore is..... _____ days

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONTRACTOR:_____

Date: _____

COUNTY:_____
Division Director

Date: _____

ARCHITECT/ENGINEER: _____

Date: _____

COUNTY MANAGER:
Or designee
Date:

AAR's less than $50,000.00 require County Manager or designee approval
AAR's over $50,000.00 but less than $100,000.00 require County Manager approval
AAR's over $100,000.00 require Board approval

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA: _____
CHAIRMAN

Date: _____

EXHIBIT XVII
CHANGE ORDER

PROJECT:
BID NO.:

CHANGE ORDER NUMBER:
CONTRACT NO.:

CONTRACTOR:

POLK COUNTY,
A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA

ARCHITECT/ENGINEER:

DESCRIPTION OF CHANGE ORDER:

Contract is changed as follows:

ARCHITECT/ENGINEER:_____
Date:_____Signature

Not valid until signed by the County and Contractor.

Original Contract Sum	$
Net change by previously authorized Change Orders	$
Contract Sum prior to this Change Order	$
Contract Sum will be **increased/ decreased** by this Change Order in the amount of	$
New Contract Sum including this Change Order will be	$

Contract Time will be increased by_____days.
Date of substantial Completion as of the date of this Change Order therefore is _____

The above changes are accepted by:

CONTRACTOR:_____Date:_____

YOU ARE HEREBY AUTHORIZED TO MAKE THE CHANGES NOTED ABOVE:

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:

_____ _____
County Attorney's Office Date County Manager or designee Date

_____
CHAIRMAN **Date**

EXHIBIT XVIII
CERTIFICATE OF COMPLIANCE

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

Bid # 25-631

_____
Contractor

_____
Signature

_____
Printed Name of Signer

_____
Date

EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.:

PROJECT NAME:

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 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.**

BIDDER ATTESTS 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 signed and acknowledged before me this_____day of _____, 20___, by_____who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

EXHIBIT XX
STATEMENT OF NO BID

If submitting a "NO BID", Bidder shall return this form to the Polk County Board of County Commissioners Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: for the following reasons:

____ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).

____ Insufficient time to respond to invitation for bid.

____ We do not offer this product or service.

____ Our schedule would not permit us to perform.

____ Unable to meet specifications.

____ Unable to meet bond or insurance requirements.

____ Specifications unclear (please explain below).

____ Other (please specify below).

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further projects.

_____
Typed Name and Title

_____
Signature

_____
Company

_____
Address

_____
Telephone Number

_____
Date

Transportation Division

Jay M. Jarvis, P.E.
Director

EXHIBIT XXI – Lane Closure

3000 Sheffield Road
Winter Haven, Florida 33880

Phone: (863) 535-2200
Fax: (863) 534-7339

POLK COUNTY

Board of County Commissioners

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION: Newspapers, Information to PIO; Transportation will notify all emergency agencies, other County agencies, and BoCC.

Note: This lane closure request must be received by the Transportation Division at least **(7) working days** prior to the anticipated start date of the lane closure. Please submit **completed** form to; roadclosurecoordinator@polk-county.net

Attach Map and/or Detour

Reviewed by:

Joe Montoya, P.E. Date
Inspection & Testing, Engineering Manager

Approved by:

Amy J. Shafer, P.E. Date
Traffic Engineer

Jay M. Jarvis, P.E. Date
Transportation Division Director

This notice is provided as a public service by Polk County Transportation Division.

Equal Opportunity Employer

Roads & Drainage Division

Jay M. Jarvis, P.E.
Director

EXHIBIT XXII – Road Closure

POLK COUNTY
Board of County Commissioners

3000 Sheffield Road
Winter Haven, Florida 33880

Phone: (863) 535-2200
Fax: (863) 534-7339

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR CLOSURE:

ROAD CLOSURE JUSTIFICATION:
ANTICIPATED START DATE:
ESTIMATED DURATION OF CLOSURE:
ESTIMATED DURATION OF PROJECT:
CONTACT PERSON/AGENCY:
PROJECT MANAGER/AGENCY:
NOTIFICATION: Newspapers, Information to PIO; Transportation will notify all emergency agencies, other County agencies, and BoCC.

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION: Newspapers, Information to PIO; Roads & Drainage will notify all emergency agencies, other County agencies, and BoCC.

Note: This road closure request must be received by the Roads & Drainage Division at least **(10) working days** prior to the anticipated start date of the road closure. Please submit **completed** form to; *roadclosurecoordinator@polk-county.net*

Attach Map and/or Detour

Reviewed by:

Joe Montoya, P.E. Date
Inspection &Testing Section, Engineering Manager

Amy J. Shafer, P.E. Date
Traffic Engineer

Approved by:

Jay M. Jarvis, P.E. Date
Transportation Division Director

William D. Beasley, P.E. Date
Deputy County Manager

Road closures are granted only when no other feasible alternative exist and for the shortest period of time possible to accomplish the specific activity. Please provide specific information justifying the need and time required for the closure.

This notice is provided as a public service by Polk County Roads & Drainage Division.

EXHIBIT XXIII
WORK PLAN
CONTROLLING ITEM OF WORK

POLK COUNTY PROJECT NO. _____ CONTRACT NO. _____

In accordance with the accepted work schedule, the controlling items of work for the period (weekly / bi-weekly) from

_____ to _____ are as follows:

Description		Location/Limits
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____

Prime Contractor or Subcontractors will work:

5 day work week _____ 6 day work week
7 day work week _____ Other

Contractor's comments:

_____
_____
_____
_____
_____
_____
_____
_____

Submitted by: _____
Contractor's Representative (signature) Date

Project Engineer's comments:

_____
_____
_____
_____

Approved by: _____
Project Engineer (signature) Date

Distribution: Original - Project File
1 Copy - Contractor (as requested)

SCRUTINIZED COMPANIES CERTIFICATION

EXHIBIT XXIV

(Florida Statutes, Section 287.135)

SOLICITATION NO.:

PROJECT NAME:

The undersigned, as_____of_____ (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Florida Statutes, Section 287.135:

(i) the Contractor is not on the Scrutinized Companies with Activities in Sudan List; and

(ii) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

(as both such lists are created pursuant to Florida Statutes, Section 215.473); and

(iii) the Contractor does not have business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(iv) the Contractor was not on either of the foregoing lists or conducting business operations in Cuba or Syria when it submitted its bid to the County; and

(v) the Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters; and

(vi) the undersigned is duly authorized to execute this Certification by and on behalf of the Consultant.

Executed this_____day of_____, 202__.

ATTEST:

_____
a corporation

By:_____
PRINTED NAME:_____
Its:_____

By: _____
PRINTED NAME: _____
Its: _____

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
EXHIBIT XXV
(Florida Statutes, Section 448.095)

PROJECT NAME: _____

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 _____ day of _____, 2025.

ATTEST:

By: _____
PRINTED NAME: _____
Its: _____

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

Exhibit XXVI 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

PART E

CONTRACT

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

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

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

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

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

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

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Final Completion within _____ calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are _____ days. The allowance time for this project is _____ days.

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

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

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

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

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

ATTEST: STACY M. BUTTERFIELD, CLERK

BY:_____
DEPUTY CLERK

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

BY:_____
CHAIRMAN

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

_____
County Attorney's Office Date

ATTEST:

_____
Corporate Secretary

SEAL

CONTRACTOR:_____

BY:_____
Authorized Corporate Officer or Individual

_____
(Printed or Typed Name of Signer)

_____
(Printed or Typed Title of Signer)

_____
(Business Address of Contractor)

_____
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

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 _____

PART F

CONSTRUCTION PLANS, TECHNICAL REPORTS & SPECIFICATION PACKAGE

August 26, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
BID 25-631

SPIRIT LAKE RD ROUNDABOUT

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

Contained within this addendum: Revised bid sheet, CADD files added to FTP site, and questions and answers received.

To obtain a copy of Bid 25-631 Addendum 1 Revised Bid Sheet, and the CADD files please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "Bid 25-631, Spirit Lake Rd Roundabout.zip", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

BID 25-631
SPIRIT LAKE RD ROUNDABOUT
ADDENDUM #1

Question 1: Can the excavation and embankment quantities be provided for the provide cross sections?

Answer: The design program utilized for this project was Bentley Open Roads Designer Version 10.10. Earthwork volumes are now generated from the 3d models that are created for cross section development. Earthwork is no longer calculated as an End-Area method. The earthwork quantities are now provided per alignment.

Question 2: On the Excel bid form provided there are two tabs with different bid layouts. Which form should we use for our proposal?

Answer: The Bid Sheet has been revised and replaced with Bid 25-631 Addendum 1 Revised Bid Sheet. To obtain a copy of the revised bid sheet please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "Bid 25-631, Spirit Lake Rd Roundabout.zip", select "Open" or "Save As" to download the revised bid sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Question 3: Is there a DBE/MBE/SBE requirement for this project. I see some paperwork referencing it but I do not see a percentage.

Answer: There are no DBE/MBE/SBE percentage requirements on this Bid.

Question 4: Is there a detail for the temporary road construction?

Answer: There is no detail about the temporary road construction. Per Section 102-6.3 of the FDOT Standard Specifications, select and use construction methods that provide a stable and safe detour facility.

Question 5: Will the 12" water line be relocated prior to this project?

Answer: Yes.

Question 6: Is the land bounded by Old Bartow Eagle Lake Rd West, Sheffield Rd and Spirit Lake Rd available to use for a laydown yard?

Answer: This property is owned by the Polk County School Board. The contractor will need to reach a separate agreement with the School Board to be able to use this property.

Question 7: Typical Section 1 on sheet 4 shows optional base group 1 to be used under the type F curb. Where is this to be paid for?

Answer: The cost of the asphalt curb pad should be included in the cost of the curb per Section 520-12 of the FY25-26 FDOT Standard Specifications.

Question 8: Should removal of Temp Road be carried under the clearing and grubbing item or the temp road item?

Answer: Removal of the temporary detours is included in the cost of the Special Detour-Temp Pavement.

Question 9: Can grading plan sheets or CAD files be provided? Cross sectional areas only provide limited grading information?

Answer: To obtain a copy of the CADD files please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "Bid 25-631, Spirit Lake Rd Roundabout.zip", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Question 10: The typical sections in the plans show OBG 2 only under the asphalt driveways. I only see 1 asphalt driveway and the driveway is significantly less than the quantity included in the bid sheet. Please confirm quantity and identify areas that will receive OBG 2?

Answer: The Quantity for OBG 2 is 70 SY. See the revised bid sheet

August 29, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
BID 25-631

SPIRIT LAKE RD ROUNDABOUT

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

The Bid Receiving Date has been extended one (1) week. The **revised** Bid Receiving Date is Wednesday, September 17, 2025.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

September 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #3
BID 25-631
SPIRIT LAKE RD ROUNDABOUT

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

Contained within this addendum: Revised bid sheet, CADD files added to FTP site, and questions and answers received.

To obtain a copy of Bid 25-631 Addendum 1 Revised Bid Sheet, and the CADD files please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "Bid 25-631, Spirit Lake Rd Roundabout.zip", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

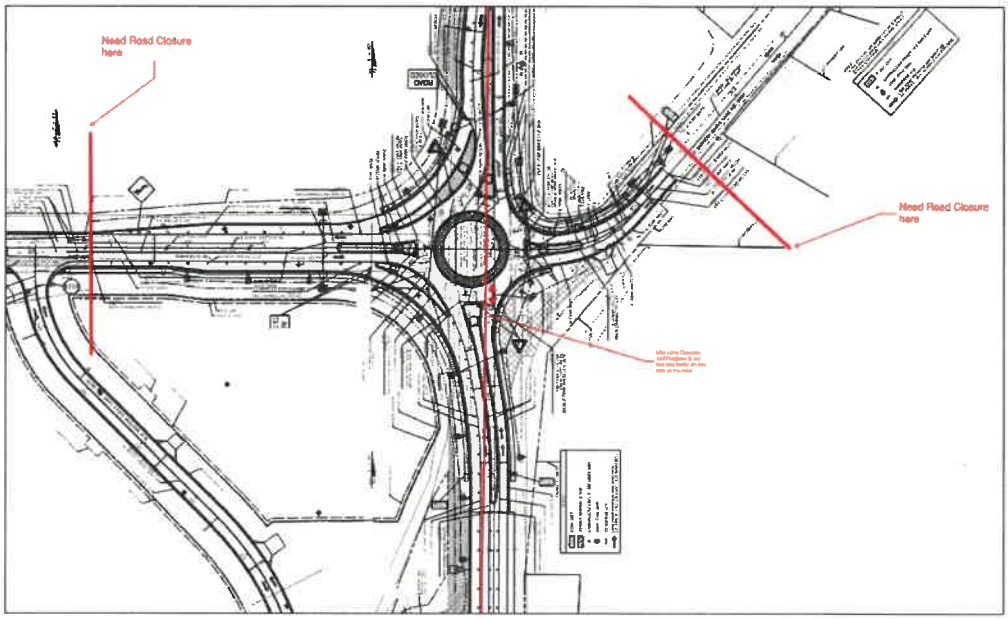
Printed Name: _____

Title: _____

Company: _____

BID 25-631
SPIRIT LAKE RD ROUNDABOUT
ADDENDUM #3

Question 1: MOT Phase IV shows completing the subgrade, curb, concrete paving and island grade for the islands not completed in previous phases. In order to complete these islands in this phase as shown, work would have to be performed while traffic is traveling on both sides of the closure areas. In order to complete this work safer and protect the finished work from traffic, a detour would be needed for east west traffic on Sheffield Dr. and Old Bartow Eagle Lake Rd. This would allow lane closures and flagging for North South traffic on Spirit Lake Rd. Please revise traffic control plans to include those detours. If new detours are provided, what is the allowable working hours.



Are the detours provided allowed in any phase during the allowable lane closure hours?

Answer: There are no concerns with utilizing the prior proposed detours during Phase IV within the allowable lane closure times if necessary.

Question 2: On the Excel bid form provided with the original bid is numbered different from the Bid 25-631 Addendum 1 Revised Bid Sheet. Can the numbering be change back to the original order?

Answer: The original bid sheet had additional tabs that were not related to this project and were in a different numerical order. The Bid 25-631 Addendum 1 Revised Bid Sheet is the correct bid sheet for this project. The numerical ordering will not

change for this bid sheet. The Bid 25-631 Addendum 1 Revised Bid Sheet is consistent with the order of the pay items per the Estimated Quantities Report and broken out per discipline.

The Bid Sheet has been revised and replaced with Bid 25-631 Addendum 1 Revised Bid Sheet. To obtain a copy of the revised bid sheet please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation.** After you have logged in to the FTP site, double click on the file folder "Bid 25-631, Spirit Lake Rd Roundabout.zip", select "Open" or "Save As" to download the revised bid sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Question 3: In reference to the special detour pavement, what is the required thickness of the proposed base and asphalt? Please provide this information so all bidders are bidding the same item.

Answer: Per Section 102-6.3 of the FDOT Standard Specifications, select and use construction methods that provide a stable and safe detour facility. The contractor shall select and provide a temporary pavement design that will provide a stable and safe detour route. This pay item is to be bid as a square yard quantity.

Question 4: Is the striping of the special detour pavement to be included in the detour pavement or is it paid for under the striping bid items?

Answer: All temporary striping quantities for the special detours are quantified under their individual pay items in the Summary of TTCP Plan Items in the Estimated Quantities Report.

Question 5: Is a project sign required?

Answer: A Project Information Sign is not required. Advanced Warning Signage should match TTCP Sheet (1).

Question 6: Is an office trailer required?

Answer: The contractor is not required to provide an office trailer for the use of the CEI firm.

Question 7: Will the overbuild asphalt be paid under Bid item 334-1-12 Traffic B?

Answer: Yes, the overbuild necessary for Sheffield Road shall be paid under Bid Item 334-1-12. It is quantified on sheet 12 of the EQR.

Question 8: Addendum no. 1 issued a revised bid form sheet which significantly changed the numerical order of the bid items. Can a 3rd addendum be issued to correct the order of the bid items to make sense?

Answer: Please see Answer for Bid 25-631 Addendum 3 Question 2 above.

September 17, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #4
BID 25-631

SPIRIT LAKE RD ROUNDABOUT

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

Contained within this addendum: Revised bid sheet and Receiving Date Extension.

The Bid Receiving Date has been extended one (1) week. The **revised** Bid Receiving Date is Wednesday, September 24, 2025.

To obtain a copy of **Bid 25-631 Addendum 4 Revised Bid Sheet** please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "Bid 25-631, Spirit Lake Rd Roundabout.zip", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

August 26, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
BID 25-631

SPIRIT LAKE RD ROUNDABOUT

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

Contained within this addendum: Revised bid sheet, CADD files added to FTP site, and questions and answers received.

To obtain a copy of Bid 25-631 Addendum 1 Revised Bid Sheet, and the CADD files please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "Bid 25-631, Spirit Lake Rd Roundabout.zip", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: James Barnes

Title: Vice President

Company: Kamminga & Roodvoets, Inc.

August 29, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
BID 25-631

SPIRIT LAKE RD ROUNDABOUT

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

The Bid Receiving Date has been extended one (1) week. The **revised** Bid Receiving Date is Wednesday, September 17, 2025.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: James Barnes

Title: Vice President

Company: Kamminga & Roodvoets, Inc.

September 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #3
BID 25-631
SPIRIT LAKE RD ROUNDABOUT

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

Contained within this addendum: Revised bid sheet, CADD files added to FTP site, and questions and answers received.

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Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: James Barnes

Title: Vice President

Company: Kamminga & Roodvoets, Inc.

September 17, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #4
BID 25-631

SPIRIT LAKE RD ROUNDABOUT

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

Contained within this addendum: Revised bid sheet and Receiving Date Extension.

The Bid Receiving Date has been extended one (1) week. The **revised** Bid Receiving Date is Wednesday, September 24, 2025.

To obtain a copy of **Bid 25-631 Addendum 4 Revised Bid Sheet** please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "Bid 25-631, Spirit Lake Rd Roundabout.zip", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: James Barnes

Title: Vice President

Company: Kamminga & Roodvoets, Inc.

COUNTY PROJECT NO.: 5400193
SPIRIT LAKE ROAD AT SHEFFIELD ROAD AND OLD BARTOW EAGLE LAKE ROAD INTERSECTION IMPROVEMENTS
BID SHEET

	A	B	C	D	E	F
1	Bid 25-631 Addendum 4 Revised Bid Sheet					
2	ROADWAY AND DRAINAGE					
3	Pay Item No.	Description	Quantity	Unit	Unit Price	Total
4	101 1	Mobilization	1	LS	$ 439,700.00	$ 439,700.00
5	102 1	Maintenance of Traffic	1	LS	$ 114,000.00	$ 114,000.00
6	0102 60	Work Zone Sign	54271	EA	$ 0.22	$ 11,939.62
7	0102 71 13	Temporary Barrier, F&I, Low Profile, Concrete	2935	LF	$ 40.00	$ 117,400.00
8	0102 71 23	Temporary Barrier, Relocate, Low Profile, Concrete	2681	LF	$ 12.00	$ 32,172.00
9	0102 74 1	Channelizing Device - Types I, II, DI, VP, DRUM, or LCD	118455	EA	$ 0.11	$ 13,030.05
10	0102 99	Portable Changeable Message Sign, Temporary	1855	ED	$ 10.50	$ 19,477.50
11	0102 115	Type III Barricades	7240	ED	$ 0.26	$ 1,882.40
12	0706 1 3	Raised Pavement, Type B	4783	EA	$ 4.00	$ 19,132.00
13	0710 11101	Painted Pavement Markings, Standard, White, Solid, 6"	5.228	GM	$ 2,000.00	$ 10,456.00
14	0710 11125	Painted Pavement Markings, Standard, White, Solid for Stop Line or	140	LF	$ 2.00	$ 280.00
15	0710 11141	Painted Pavement Markings, Standard, White, 2-4 Dotted Guideline/ 6-	0.242	GM	$ 1,000.00	$ 242.00
16	0710 11160	Painted Pavement Markings, Standard, White, Message or Symbol	4	EA	$ 45.00	$ 180.00
17	0710 11170	Painted Pavement Markings, Standard, White, Arrows	29	EA	$ 40.00	$ 1,160.00
18	0710 11201	Painted Pavement Markings, Standard, Yellow, Solid, 6"	5.205	GM	$ 2,000.00	$ 10,410.00
19	0710 11241	Painted Pavement Markings, Standard, Yellow, 2-4 Dotted Guideline / 6-	0.118	GM	$ 1,000.00	$ 118.00
20	0102 2200	Special Detour- Temporary Pavement	7092	SY	$ 10.00	$ 70,920.00
21	0102 2300	Special Detour- Temporary Earthwork/Base	900	CY	$ 120.00	$ 108,000.00
22	0102 74 8	Channelizing Device - Pedestrian LCD (Longitudinal Channelizing	4150	FD	$ 0.07	$ 290.50
23	104 10 3	Sediment Barrier	9405	LF	$ 4.40	$ 41,382.00
24	104 15	Soil Tracking Prevention Device	2	EA	$ 1,500.00	$ 3,000.00
25	104 18	Inlet Protection System	4	EA	$ 200.00	$ 800.00
26	107 1	Litter Removal	108.97	AC	$ 55.00	$ 5,993.35
27	107 2	Mowing	91.63	AC	$ 70.00	$ 6,414.10
28	110 1 1	Clearing and Grubbing	8.77	AC	$ 35,600.00	$ 312,212.00
29	110 4 10	Removal of Existing Concrete	226	SY	$ 10.00	$ 2,260.00
30	120-1	Regular Excavation	4769	CY	$ 11.00	$ 52,459.00
31	120 6	Embankment	5985	CY	$ 13.00	$ 77,805.00
32	160 4	Type B Stabilization	15632	SY	$ 15.00	$ 234,480.00
33	285702	Optional Base, Base Group 02	70	SY	$ 24.50	$ 1,715.00
34	285706	Optional Base, Base Group 06	3429	SY	$ 22.00	$ 75,438.00
35	286711	Optional Base, Base Group 11	7938	SY	$ 28.00	$ 222,264.00
36	0327 70 6	Milling Existing Asphalt Pavement, 1 1/2" AVG Depth	5642	SY	$ 6.15	$ 34,698.30
37	0327 70 8	Milling Existing Asphalt Pavement, 2 1/2" AVG Depth	461	SY	$ 12.75	$ 5,877.75
38	0327 70 15	Milling Existing Asphalt Pavement,, 2 3/4" AVG Depth	217	SY	$ 25.75	$ 5,587.75
39	0334 1 12	Superpave Asphaltic Conc, TRAFFIC B	284.4	TN	$ 170.50	$ 48,490.20
40	0334 1 13	Superpave Asphaltic Conc, TRAFFIC C	835.4	TN	$ 173.70	$ 145,108.98
41	0337 7 81	Asphalt Concrete Friction Course, Traffic B, FC-12.5, PG76-22	408.4	TN	$ 204.10	$ 83,354.44
42	0337 7 83	Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG76-23	1050.7	TN	$ 204.10	$ 214,447.87
43	0350 5	Cleaning & Sealing Joints, Concrete Pavement	226	LF	$ 6.00	$ 1,356.00
44	0350 30 13	Concrete Pavement For Roundabout Apron, 12 Depth	305	SY	$ 275.00	$ 83,875.00
45	0425 1201	Inlets, Curb, Type 9, <10'	10	EA	$ 6,800.00	$ 68,000.00
46	0425 1521	Inlets, Dt Bot, Type C, <10'	5	EA	$ 5,300.00	$ 26,500.00
47	0425 1541	Inlets, Dt Bot, Type D, <10'	4	EA	$ 5,700.00	$ 22,800.00
48	0425 1549	Inlets, Dt Bot, Type D, Modify	2	EA	$ 7,700.00	$ 15,400.00
49	0425 1910	Inlets, Closed Flume	15	EA	$ 7,800.00	$ 117,000.00
50	0425 2 41	Manholes, P-7, <10'	3	EA	$ 7,500.00	$ 22,500.00
51	0425 2 61	Manholes, P-8, <10'	4	EA	$ 7,500.00	$ 30,000.00
52	0425 2 91	Manholes, J-8, <10'	1	EA	$ 9,955.00	$ 9,955.00
53	430175115	Pipe Culvert, Optional Material, Round, 15" S/CD	4	LF	$ 200.00	$ 800.00
54	430 175 118	Pipe Culvert, Optional Material, Round, 18" S/CD	1137	LF	$ 99.00	$ 112,563.00
55	430175124	Pipe Culvert, Optional Material, Round, 24" S/CD	242	LF	$ 132.00	$ 31,944.00
56	430175130	Pipe Culvert, Optional Material, Round, 30" S/CD	90	LF	$ 179.00	$ 16,110.00
57	430175218	Pipe Culvert, Optional, Ellip/Arch, 18" CD	574	LF	$ 129.00	$ 74,046.00
58	430175224	Pipe Culvet, Optional, Ellip/Arch, 24" CD	325	LF	$ 188.00	$ 61,100.00
59	430982125	Mitered End Section, Optional, Round, 18" SD	1	EA	$ 2,300.00	$ 2,300.00
60	430982625	Mitered End Section, Optional, Ellip/Arch, 18" SD	1	EA	$ 2,400.00	$ 2,400.00
61	430982629	Mitered End Section, Optional, Ellip/Arch, 24" SD	2	EA	$ 2,300.00	$ 4,600.00
62	0520 1 7	Concrete Curb & Gutter, Type E	2093	LF	$ 31.00	$ 64,883.00

COUNTY PROJECT NO.: 5400193
SPIRIT LAKE ROAD AT SHEFFIELD ROAD AND OLD BARTOW EAGLE LAKE ROAD INTERSECTION IMPROVEMENTS
BID SHEET

	A	B	C	D	E	F
63	0520 1 10	Concrete Curb & Gutter, Type F	5967	LF	$ 34.50	$ 205,861.50
64	0520 2 4	Concrete Curb, Type D	236	LF	$ 25.00	$ 5,900.00
65	0520 2 8	Concrete Curb, Type Ra	305	LF	$ 34.50	$ 10,522.50
66	522-1	Concrete Sidewalks and Driveways, 4" Thick	1073	SY	$ 60.00	$ 64,380.00
67	522-2	Concrete Sidewalks and Driveways, 6" Thick	440	SY	$ 80.00	$ 35,200.00
68	0527 2	Detectable Warnings	479	SF	$ 35.50	$ 17,004.50
69	524-1-1	Concrete Ditch Pavt, Non-Reinforced, 3"	37.00	SY	$ 187.00	$ 6,919.00
70	0550 10110	Fencing, Type A, 0-5', Standard	2798	LF	$ 15.00	$ 41,970.00
71	0550 10220	Fencing, Type B, 5.1-6', Standard	284	LF	$ 25.50	$ 7,242.00
72	0550 60113	Fence Gate, Type A, Single, 12.-18', Opening	1	EA	$ 1,500.00	$ 1,500.00
73	570-1-2	Performance Turf, Sod	27450	SY	$ 7.00	$ 192,150.00
74					**ROADWAY AND DRAINAGE TOTAL**	**$ 3,901,359.31**
75		**UTILITIES**				
76	Pay Item No.	Description	Quantity	Unit	Unit Price	Total
77	1050 16004	Utility Pipe, Remove & Dispose, 8-19.9"	2524	LF	$ 16.00	$ 40,384.00
78					**UTILITIES TOTAL**	**$ 40,384.00**
79		**INTELLIGENT TRANSPORTATION SYSTEMS**				
80	Pay Item No.	Description	Quantity	Unit	Unit Price	Total
81	0611 1 1	ITSFM Subsurface Documentation - Project Length	0.166	MI	$ 4,237.00	$ 703.34
82	0630 2 11	Conduit, Furnish & Install, Open Trench	772	LF	$ 25.00	$ 19,300.00
83	0630 2 12	Conduit, Furnish & Install, Directional Bore	200	LF	$ 32.00	$ 6,400.00
84	0633 1420	Fiber optic Cable, Relocate, Underground	1115	LF	$ 2.90	$ 3,233.50
85	0633 2 31	Fiber Optic Connection, Install, Splice	96	EA	$ 67.50	$ 6,480.00
86	0633 3 11	Fiber Optic Connection, Hardware, F&I, Splice Enclosure	1	EA	$ 1,512.00	$ 1,512.00
87	0633 3 12	Fiber Optic Connection, F&I, Splice Tray	8	EA	$ 209.00	$ 1,672.00
88	0633 6	Fiber Optic Cable Locator	1	DA	$ 991.00	$ 991.00
89	0635 2 12	Pull & Splice Box, F&I, 24 X 36 Cover Size	5	EA	$ 3,437.00	$ 17,185.00
90	0635 2 13	Pull & Splice Box, F&I, 30 X 60 Rectangular Or 36 Round Cover Size	1	EA	$ 7,273.00	$ 7,273.00
91					**INTELLIGENT TRANSPORTATION SYSTEMS TOTAL**	**$ 64,749.84**
92		**SIGNING AND PAVEMENT MARKING**				
93	Pay Item No.	Description	Quantity	Unit	Unit Price	Total
94	0700 1 111	Single Column Ground Sign, Assembly, F&I Ground Mount, Less than	44	EA	$ 477.00	$ 20,988.00
95	0700 1 112	Single Column Ground Sign, Assembly, F&I Ground Mount, 12.0-20.0	1	EA	$ 1,991.00	$ 1,991.00
96	0700 1 500	Signle Column Ground Sign Assembly, Relocate	2	EA	$ 350.00	$ 700.00
97	0700 1 600	Single Column Ground Sign Assembly, Remove	23	EA	$ 50.00	$ 1,150.00
98	0700 2 115	Multi-Column Ground Sign Assembly, F&I Ground Mount, 50.1-100.0	4	EA	$ 7,859.00	$ 31,436.00
99	0705 10 1	Object Marker, Type 1	4	EA	$ 210.00	$ 840.00
100	0706 1 3	Raised Pavement Marker, Type B	445	EA	$ 4.00	$ 1,780.00
101	0710 90	Painted Pavement Markings, Final Surface	1	LS	$ 16,300.00	$ 16,300.00
102	0710 12290	Painted Pavement Markings, Durable Paint, Yellow, Island Nose	21	SF	$ 10.00	$ 210.00
103	0711 11123	Thermoplastic, Standard, White, Solid, 12 For Crosswalk And	366	LF	$ 3.15	$ 1,152.90
104	0711 11124	Thermoplastic, Standard, White, Solid, 18 For Diagonals And Chevrons	91	LF	$ 4.70	$ 427.70
105	0711 11125	Thermoplastic, Standard, White, Solid, 24 For Stop Line And Crosswalk	23	LF	$ 6.30	$ 144.90
106	0711 11141	Thermoplastic, Standard, White, 2-4 Dotted Guideline/ 6-10 Gap	0.064	GM	$ 2,500.00	$ 160.00
107	0711 11160	Thermoplastic, Standard, White, Message Or Symbol	6	EA	$ 110.00	$ 660.00
108	0711 11170	Thermoplastic, Standard, White, Arrow	16	EA	$ 67.00	$ 1,072.00
109	0711 11224	Thermoplastic, Standard, Yellow, Solid, 18 For Diagonal Or Chevrons	573	LF	$ 4.30	$ 2,463.90
110	0711 11241	Thermoplastic, Standard, Yellow, 2-4 Dotted Guide Line/ 6-10 Dotted	0.029	GM	$ 2,500.00	$ 72.50
111	0711 14125	Thermoplastic, Preformed, White, Solid, 24 For Crosswalk	361	LF	$ 16.70	$ 6,028.70
112	0711 16101	Thermoplastic, Standard, Other Surfaces, White, Solid, 6	2.004	GM	$ 5,062.00	$ 10,144.25
113	0711 16102	Thermoplastic, Standard, Other Surfaces, White, Solid, 8	0.056	GM	$ 6,749.00	$ 377.94
114	0711 16201	Thermoplastic, Standard, Other Surfaces, Yellow, Solid, 6	2.28	GM	$ 5,381.00	$ 12,268.68
115					**SIGNING AND PAVEMENT MARKING TOTAL**	**$ 110,368.47**
116		**LIGHTING**				
117	Pay Item No.	Description	Quantity	Unit	Unit Price	Total
118	0630 2 11	Conduit, Furnish & Install, Open Trench	1503	LF	$ 15.50	$ 23,296.50
119	0630 2 12	Conduit, Furnish & Install, Directional Bore	502	LF	$ 26.50	$ 13,303.00
120	0635 2 11	Pull & Splice Box, F&I, 13 X 24 Cover Size	24	EA	$ 1,798.00	$ 43,152.00
121	0639 1122	Electrical Power Service, F&I, Underground, Meter Furnished By Contractor	1	AS	$ 5,381.00	$ 5,381.00
122	0639 2 1	Electrical Service Wire, Furnish & Install	11	LF	$ 13.00	$ 143.00
123	0639 3 11	Electrical Service Disconnect, F&I, Pole Mount	1	EA	$ 2,537.00	$ 2,537.00
124	0641 2 11	Prestresse Concrete Pole, F&I, Type P-II Pedestal	1	EA	$ 2,665.00	$ 2,665.00

COUNTY PROJECT NO.: 5400193
SPIRIT LAKE ROAD AT SHEFFIELD ROAD AND OLD BARTOW EAGLE LAKE ROAD INTERSECTION IMPROVEMENTS
BID SHEET

	A	B	C	D	E	F
125	0715 1 12	Lighting Conductors, F&I, Insulated, No. 8-6	5229	LF	$ 2.85	$ 14,902.65
126	0715 1 13	Lighting Conductors, F&I, Insulated, No.4-2	3101	LF	$ 3.05	$ 9,458.05
127	0715 7 11	Load Center, F&I, Secondary Voltage	1	EA	$ 21,112.00	$ 21,112.00
128	0715 61221	Light Pole Complete, F&I, Standard Pole, Standard Foundation, 35' Mounting Height, 10' Arm Length	23	EA	$ 10,060.00	$ 231,380.00
129	0715500 1	Pole Cable Distribution System, Furnish And Install, Conventional	23	EA	$ 867.00	$ 19,941.00
130					**LIGHTING TOTAL**	**$ 387,271.20**
131		**PRJECT CONTINGENCY**				
132	Pay Item No.	Description	Quantity	Unit	Unit Price	Total
133	999-901	Miscellaneous	1		$ 250,000.00	$ 250,000.00
134					**CONTINGENCY TOTAL**	**$ 250,000.00**
135		**ALL COMBINED ROADWAY, DRAINAGE AND CONTINGENCY (BASE BID) TOTAL:**				**$ 4,754,132.82**
136						
137						
138						
139		Kamminga & Roodvoets, Inc.				
140		**Company Name**				

Part C – BID SUBMITTAL
(Unit Price)

NAME OF PROJECT: BID #25-631, Spirit Lake Rd Roundabout

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The Bidder further declares that he/she has examined the site of the Work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE PAGES THAT ARE PART OF THIS SECTION MUST BE PROVIDED FOR THIS BID SUBMITTAL TO BE CONSIDERED BY THE COUNTY

***NOTE: ALL UNIT PRICE PAGES MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT WILL CAUSE THE BID TO BE REJECTED.**

1. **BID PRICE** $ 4,754,132.82
(Note: This total represents the sum of the unit prices on the Excel Bid Sheet.)

WRITTEN AMOUNT (SPELL OUT)

Four Million Seven Hundred Fifty Four Thousand One Hundred Thirty Two DOLLARS

Eighty Two CENTS

2. **CONTRACT TIME TO COMPLETE THIS PROJECT** 492 CALENDAR DAYS

3. **NAME OF BIDDER:** Kamminga & Roodvoets, Inc.
(typed or printed: firm, corporation, business or individual)

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

CUC1226000
State Certification Number

James Barnes
Individual's Name (Print or Type)

112741
Polk County Registration Number

James Barnes
Individual's Name (Print or Type)

DBPR-CUC1226000
Polk County Local Business Tax Receipt

ADDENDUM CONFIRMATION

Bidder shall acknowledge below that they obtained any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No. 1 Date 8/26/25

Addendum No. 2 Date 8/29/25

Addendum No. 3 Date 9/10/25

Addendum No. 4 Date 9/17/25

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

Submittal Date 9/24/25
(Bid Receiving Date)

BIDDER: Kamminga & Roodvoets, Inc.

BY: (Authorized Signature – in ink)

James Barnes
(Printed Name of Signer)

Vice President
(Printed Title of Signer)

5219 Cone Rd Tampa FL 33610
Address City State Zip Code

813-623-3031
Telephone Number

quotes@kandrincfl.com
Email Address

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Hillsborough

The foregoing instrument was acknowledged before me by means of ■ physical presence or ☐ online notarization this Sept. 24th, 2025 (Date) by James Barnes (Name of officer or agent) as Vice 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 _____ 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 Sept. 24th, 2025 (Date) _____

Delaney Marsonek (Official Notary Signature and Notary Seal)

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

Commission Number HH708312 Commission Expiration Date 9/17/29

DELANEY MARSONEK NOTARY PUBLIC MY COMMISSION EXPIRES 9-17-2029 STATE OF FLORIDA COMMISSION NUMBER HH708312

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

PART D – EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Kamminga & Roodvoets, Inc. (hereinafter called the Principal) and Liberty Mutual Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Massachusetts ,and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of Two Hundred Thirty Seven Thousand Seven Hundred Six Dollars and Sixty Four Cents dollars ($ 237,706.64) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of BID #25-631, Spirit Lake Rd Roundabout

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 17th day of September 2025.

ATTEST:

PRINCIPAL: Kamminga & Roodvoets, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

Witness

Witness

James Barnes
Printed Name

VP Estimating
Title of Person Signing Above

ATTEST:

SURETY: Liberty Mutual Insurance Company
Printed Name

Witness Ernest Klein

BY: _____ (SEAL)
Attorney in Fact

Witness

Carolyn Schultz
Printed Name

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

NOTES:
1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

POWER OF ATTORNEY

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

Certificate No: **8213862 - 975250**

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of April, 2025.

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of September, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

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

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

EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.:

PROJECT NAME:

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 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.**

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

Company Name: Kamminga & Roodvoets, Inc.

Signature	Vice President Title	11/19/25 Date

STATE OF: Florida
COUNTY OF: Hillsborough

The foregoing instrument was signed and acknowledged before me this 19th day of Novemeber, 2025, by James Barnes who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Delaney Marsonek
Printed Name of Notary Public

HH708312 - 9/17/29
Notary Commission Number/Expiration

DELANEY MARSONEK NOTARY PUBLIC
MY COMMISSION EXPIRES 9-17-2029
STATE OF FLORIDA COMMISSION NUMBER HH708312

SCRUTINIZED COMPANIES CERTIFICATION

EXHIBIT XXIV

(Florida Statutes, Section 287.135)

SOLICITATION NO.: 25-631

PROJECT NAME: Spirit Lake Road Roundabout

The undersigned, as Vice President of Kamminga & Roodvoets, Inc. (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Florida Statutes, Section 287.135:

(i) the Contractor is not on the Scrutinized Companies with Activities in Sudan List; and

(ii) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

(as both such lists are created pursuant to Florida Statutes, Section 215.473); and

(iii) the Contractor does not have business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(iv) the Contractor was not on either of the foregoing lists or conducting business operations in Cuba or Syria when it submitted its bid to the County; and

(v) the Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters; and

(vi) the undersigned is duly authorized to execute this Certification by and on behalf of the Consultant.

Executed this 19th day of November, 2025.

ATTEST:

By: _____

PRINTED NAME: Brad Tidey

Its: Assist. Secretary of FL Operations

Kamminga & Roodvoets, Inc.

a corporation

By: _____

PRINTED NAME: James Barnes

Its: Vice President

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
EXHIBIT XXV
(Florida Statutes, Section 448.095)

PROJECT NAME: 25-631 Spirit Lake Road Roundabout

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 19th day of November, 2025.

ATTEST:

By: _____
PRINTED NAME: Brad Tidey
Its: Assist. Secretary of FL Operations

CONTRACTOR:

By: _____
PRINTED NAME: James Barnes
Its: Vice President

Exhibit XXVI 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 James Barnes, Vice 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.

Kamminga & Roodvoets, Inc.
NONGOVERNMENTAL ENTITY

SIGNATURE

James Barnes
PRINT NAME

Vice President
TITLE

11/19/25
DATE

Kamminga & Roodvoets, Inc.

Polk County
Spirit Lake Roundabout
Bid #25-631, County Project 5400193

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Kamminga & Roodvoets, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5219 Cone Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Tampa, FL 33610

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
3 8 - 1 8 0 8 1 0 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5/4/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Kamminga & Roodvoets, Inc.

MICHIGAN OFFICE • 3435 Broadmoor, S.E. • Grand Rapids, MI 49512 • Ph. (616) 949-0800 • Fax (616) 949-1894
FLORIDA OFFICE • 5219 Cone Road • Tampa, FL 33610 • Ph. (813) 623-3031 • Fax (813) 628-4490
– AN EQUAL OPPORTUNITY EMPLOYER –

To Whom It May Concern:

From: Kamminga & Roodvoets, Inc.

The following is a resolution adopted by the Kamminga & Roodvoets Inc., Board of Directors at their annual meeting on November 9, 2024.

CONTRACT AUTHORITY:

"**RESOLVED**, that the following individuals are herby authorized to execute, on behalf of Kamminga & Roodvoets, Inc. any and all contracts with any governmental entity and to negotiate and sign all other contracts on behalf of this Corporation."

Kurt D. Poll.....President
James Barnes..... .....Vice President
Bradley Kreider.....V.P. Construction
Timothy Bergstrom .....Chief Estimator
Clay Barnes.....Estimator
Daniel Ringnalda.....Secretary/Treasurer
Brad Tidey.....Assistant Secretary – FL Operations

Daniel Ringnalda – Secretary/Treasurer

An official website of the United States government
Here's how you know

E-Verify

Menu

My Company Account

My Company Profile

Company Information

Company Name

Kamminga & Roodvoets, Inc.

Doing Business As (DBA)

Company ID

269095

Enrollment Date

10/27/2009

Employer ID Number

381808100

DUNS Number

Total Number of Employees

100 to 499

NAICS Code

237

Sector

Construction

Subsector

Heavy and Civil Engineering Construction

Edit Company Information

Employer Category

Employer Category

Federal Contractor without FAR E-Verify Clause

Edit Employer Category

Company Locations

Physical Address

3435 Broadmoor Ave.
Grand Rapids, MI 49512

Mailing Address

Same as Physical Address

Edit Company Locations

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

2

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Accessibility

Plug-ins

Kamminga & Roodvoets, Inc.

Bonding Letter

5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

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Liberty Mutual Surety

Phil Lazarski
Bond Manager
2100 Stewart Ave
Suite 235
Wausau, WI 54401
715-688-9888

July 24th, 2025

Re: Kamminga & Roodvoets, Inc.
Bonding Letter

To Whom It May Concern,

Kamminga & Roodvoets, Inc. is a highly regarded and valued client of Liberty Mutual Surety, a division of Liberty Mutual Insurance Company. We have provided Kamminga & Roodvoets, Inc. with ordinary single bond capacity of $300,000,000 for single projects and aggregate surety capacity of $600,000,000. Our agreement to execute bonds, including bid, performance, and payment bonds, can be subject to final contract review, financing and underwriting conditions being mutually acceptable to both Kamminga & Roodvoets, Inc. and Liberty Mutual Insurance Company.

This letter is not an assumption of liability nor is it a bond. Any arrangement for bonds is a matter between Kamminga & Roodvoets, Inc. and Liberty Mutual Insurance Company. We assume no liability to you or to third parties if for any reason we do not supply said bond or bonds.

Liberty Mutual Insurance Company is licensed to do business in all states and has an A Excellent rating and a financial size category of XV in the A. M. Best's Insurance Guide.

Sincerely,

Phil Lazarski, AFSB
Liberty Mutual Surety

Kamminga & Roodvoets, Inc.

Certificate of Registration

5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

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State of Florida
Department of State

I certify from the records of this office that KAMMINGA & ROODVOETS, INC. is a Michigan corporation authorized to transact business in the State of Florida, qualified on May 4, 1981.

The document number of this corporation is 849021.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 27, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of March, 2019

Secretary of State

Tracking Number: 2812848148CC

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Kamminga & Roodvoets, Inc.

Evidence of Coverage

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/3/2025

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
Bouchard Region
101 N Starcrest DR
Clearwater FL 33765

CONTACT NAME:
PHONE (A/C, No, Ext): 727-447-6481 FAX (A/C, No): 727-449-1267
E-MAIL ADDRESS: mmabouchard.certificates@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg	19445
INSURER B : Travelers Property Casualty Co. of Amer	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kamminga & Roodvoets, Inc.
3435 Broadmoor Avenue SE
Grand Rapids MI 49512-2870
KAMMING

COVERAGES **CERTIFICATE NUMBER:** 1489521858 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU Cov Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	9894837	6/1/2025	6/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 5,000,000 $ 300,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X Hired [X] Non-Owned	Y	Y	5717854	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0	Y	Y	CUP3Y62258125NF	6/1/2025	6/1/2026	EACH OCCURRENCE AGGREGATE $	$ 12,000,000 $ 12,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	13188195	6/1/2025	6/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 5,000,000 $ 5,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured as respects General, Automobile and Excess Liability only if required by written contract, and subject to the terms, conditions and limits as specified in the policy. Coverage is primary with respect to General, Automobile and Excess Liability and non-contributory as subject to the terms, conditions and exclusions of the policy. Waiver of subrogation applies in favor of certificate holder as respects to General, Automobile, Excess Liability and Workers Compensation only if required by written contract, and subject to the terms, conditions and limits as specified in the policy. 30 day Notice of Cancellation with respect to General, Automobile, Workers Compensation and Excess Liability.

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Todd George

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Kamminga & Roodvoets, Inc.

Reference Letters

5219 Cone Rd, Tampa, FL 33610 I 813-623-3031

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Hillsborough County Florida

CAPITAL PROGRAMS
PO Box 1110, Tampa, FL 33601-1110
813-307-1827

BOARD OF COUNTY COMMISSIONERS
Donna Cameron Cepeda
Harry Cohen
Ken Hagan
Pat Kemp
Gwendolyn "Gwen" Myers
Michael Owen
Joshua Wostal
COUNTY ADMINISTRATOR
Bonnie M. Wise
COUNTY ATTORNEY
Christine M. Beck
COUNTY INTERNAL AUDITOR
Peggy Caskey

ASSISTANT COUNTY ADMINISTRATOR
Kimberly A. Byer

November 7, 2023

To: City of Clearwater c/o K&R

Subject: Letter of Reference for Kamminga & Roodvoets, Inc

Dear City of Clearwater,

This is a letter of recommendation for the services rendering by Kamminga & Roodvoets, Inc. (known as K&R) for Hillsborough County Capital Programs Department.

Within the past three years, the Contractor has successfully completed the following projects for the Hillsborough County Capital Programs Department: 1) 70th Street over Delaney Creek Bridge Replacement, 2) Culvert Replacement – Thonotosassa Road, and the 3) Temple Terrace Highway Drainage Improvement projects.

CIP#69200101 – Bridge #104105 (70th St S. over Delaney Creek)

The project included replacing the existing 70th Street South Bridge over Delaney Creek with a bridge culvert (concrete box culvert) on the current horizontal alignment. The 70th Street Bridge over Delaney Creek is in Section 35, Township 30S and Range 20E. The project includes approximately 500-feet of incidental roadway and drainage reconstruction along 70th Street, south of Causeway Blvd.

Started on June 21, 2022, and ended on April 6, 2023.

Project Cost $1,724,396.87,

CIP#46142.031/46136.123 Culvert Replacement - Thonotosassa Road:

The project area is located along Thonotosassa Rd between Fritzke Rd and Forbes Rd. The intent of the project is to improve the drainage at Thonotosassa Road and Campbell Branch Creek. The work consists of rebuilding two (2) concrete box culverts along Thonotosassa Rd at the Campbell Branch crossings. Improvements also include the construction guardrails and the milling/resurfacing of the project limits along Thonotosassa Rd as shown on the signed and sealed plans.

Started on October 9, 2019, and ended on May 15, 2020.

Project Cost $885,673.93

CIP#46134.029 Temple Terrace Highway Drainage Improvements

This project provided a needed pump station at the pond and storm culvert system to deliver the excess stormwater from the pond to an outfall on 78th Street north of Temple Terrace Highway.

Started on April 4, 2019, and ended on April 16, 2020.

Project Cost $1,558,165.54

The above projects were successfully completed on time and within budget by K&R. Also, K&R provided excellent workmanship resulting in above average final quality products for the County. Therefore, we would highly recommend K&R for this type of work and would use them again.

Should you require more details, please do not hesitate to contact me at 813-344-8333.

Sincerely,

Dana D. Mackey, P.E., CPM
Manager, Construction Services
Capital Programs Department

P: (813) 307-1783
M: (813) 344-8333
E: mackeyd@HCFLGov.net
W: HCFLGov.net

Hillsborough County
2310 Regional Water Lane, Tampa, FL 33619

Facebook | Twitter | YouTube | LinkedIn | HCFL Stay Safe

Please note: All correspondence to or from this office is subject to Florida's Public Records law.

Robert Kniss
Water Utilities Engineering Manager
robert.kniss@lakelandgov.net

CITY OF Lakeland WATER UTILITIES

ADMINISTRATION | ENGINEERING
501 E LEMON STREET W-ADMN/ENG
LAKELAND, FL 33801-5079
863.834.8316 | Fax 863.834.6274
www.lakelandgov.net/water

November 6, 2023

"Treating Your Water Seriously"

RE: Letter of Reference for Kamminga & Roodvoets, Inc.

To Whom It May Concern:

City of Lakeland Water Utilities contracted with Kamminga & Roodvoets, Inc. for installation of 20-in and 16-inch force mains with jack & bores and directional bores in easements and across right-of way as part of a multi-part project to provide sewer service to southwest Lakeland. This is the completion of a long-standing project that started in 2008 and was finally completed in 2022, specifically these projects were English Oaks Section 3 and Section 4. These projects were constructed during the 2022 calendar year.

This construction traversed heavily urbanized and residential areas that included much interaction with customers and residents. The project contract values were $1,021,930.72 and 1,052,364.59, respectively

Kamminga & Roodvoets easily met the construction schedule and were responsive to any noted issues. All work was satisfactory and met all requirements of the project.

Sincerely,

Robert Kniss, P.E.
Water Utilities Engineering Manager

Pinellas County

Public Works
Construction Division

November 3, 2023

To Whom It May Consern

I submit the following information as a Letter of Reference for Kamminga & Roodvoets, Inc.

I have worked with Kamminga & Roodvoets on multiple projects over the years with the latest projects being the 000957A 62nd avenue and 58th street Intersection Improvements and the 003306A Sidewalk and Drainage Improvements.

These projects consisted of mast arms, traffic signalization, road widening, storm drains and structures, swales, sidewalk, sanitary sewer, signage, and pavement markings.

Kamminga & Roodvoets has work for Pinellas County on numerous projects over the years and have performed very well. They always show a willingness to take on additional work and adjust their schedules to meet the needs of Pinellas County. I look forward to working with them in the future.

Sincerely,

Wesley Merritt

Wesley Merritt
Construction Administrator

22211 U.S. Highway 19 North, Building 16
Clearwater, FL 33765
Phone (727) 464-8880
V/TDD (727) 464-4062
www.pinellascounty.org

Kamminga & Roodvoets, Inc.

Copies of Current Licenses

5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

-An Equal Opportunity Employer-

kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BARNES, JAMES LOUIS

KAMMINGA & ROODVOETS INC
5219 CONE RD
TAMPA FL 33610

LICENSE NUMBER: CUC1226000

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/07/2024

Do not alter this document in any form.

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BARNES, CLAY THOMAS

KAMMINGA & ROODVOETS, INC.
3219 CONE RD
TAMPA FL 33610

LICENSE NUMBER: CUC1226258

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/01/2024

Do not alter this document in any form.

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Kamminga & Roodvoets, Inc.

Equipment List

5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

-An Equal Opportunity Employer-

kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 112741 **CLASS: B+** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
JAMES LOUIS BARNES	POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS

KAMMINGA & ROODVOETS INC
KAMMINGA & ROODVOETS INC
5219 CONE RD
TAMPA, FL 336105301

CODE **ACTIVITY TYPE**
230290 **CONTRACTOR UNDERGROUND UTILEXC**

PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR-CUC1226000

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

PAID - 3495449 08/29/2025 HSP **TP 57.75** **KAMMINGA & ROODVOETS INC**

Kamminga & Roodvoets, Inc.

Resumes

5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

-An Equal Opportunity Employer-

kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

Kamminga & Roodvoets, Inc.

James Barnes

813-623-3031

JBARNES@KANDRINCFL.COM

VICE PRESDIENT

Construction professional with extensive experience in heavy civil construction. Experience includes estimating, project management, supervision of management level positions, resource management, financial management, safety and health, and professional development of team members.

KEY SKILLS

Operations Management	Project Management
Estimating	Claims Resolution
Contract Negotiations	Site Safety / OSHA Compliance

EMPLOYER SUMMARY

KAMMINGA & ROODVOETS, INC. – Vice President, 2024-Present
Directly responsible for all aspects of the Florida office.

KAMMINGA & ROODVOETS, INC. – Vice President of Estimating / Florida Safety Officer, 2020-2024
Prepare cost estimates for all bid work submitted by Kamminga & Roodvoets, Inc. Oversee the Health and Safety Training for Florida employees.

KAMMINGA & ROODVOETS, INC. – Project Management / Estimator / Assistant Safety Officer 2009-2020
Directly responsible for all aspects of the project. Including subcontract agreements, material procurement, project scheduling and direct contact with project owners. Prepare cost estimates and submission of bid proposals for assigned projects. Oversee the Health and Safety Training for Florida employees.

KAMMINGA & ROODVOETS, INC. – Human Resources / Assistant Safety Officer, 2008-2009
Interviewed and hired new employees. Oversee health and safety.

KAMMINGA & ROODVOETS, INC. – Dispatch & Material Coordinator, 2004-2008
Gained Basic knowledge of construction industry. Coordinated purchasing and delivery of job site materials.

EDUCATION & CERTIFICATIONS

- State of Florida Underground Utility & Excavation Contractor #CUC1226000
  - OSHA 30-Hour Occupational Safety & Health Training
  - OSHA Trenching & Shoring (Competent Person)
  - OSHA Confined Space Entry Program

Kamminga & Roodvoets, Inc.

RUSSELL WOLFE

813-623-3031

RWOLFE@KANDRINCFL.COM

SUPERINTENDENT

19 years of experience overseeing all phases of state, county and city projects. Experience managing pipe, road and concrete crews and installation of large and small storm drainage systems, box culverts, pump stations, large and small diameter pressure pipe, and gravity sewers.

KEY SKILLS

Planning & Management
Stormwater Installation
Box Culvert Installation
Pressure Pipe Installation
Earthwork and Road Construction
Site Safety / OSHA Compliance
Job Supervision

EMPLOYER SUMMARY

KAMMINGA & ROODVOETS, INC. (Florida Branch) – Foreman, 2007-2017; Superintendent, 2017
Tasked with installing and leading crews for drainage, utility and roadway construction.

C&D Site Masters - Superintendent, 2005-2007
Responsible for running all projects, installation of pipe, curb, walls and road construction.

Ripa & Associates – Pipe Foreman, 2003-2005 Installation of pump stations, deep sewer, box culverts, storm drainage, and pressure pipe.

Larkin Contraction, Operator/Foreman, 1998 – 2003 Utility pipe and storm drainage installation.

EDUCATION & CERTIFICATIONS

- OSHA 10-Hour Course
- OSHA Competent Person & Confined Spaces Training
- Storm Water Management Inspector
- Florida Advance Traffic Control Supervisor

Kamminga & Roodvoets, Inc.

Jason W. Schmidt

813-623-3031

Jschmidt@kandrincfl.com

Project Management

Construction professional with extensive experience in heavy civil construction. Experience includes laboring, operating equipment, supervision of field level positions, project management and estimating additional contract work

KEY SKILLS

Project Management
Contract Negotiations
Estimating
Extensive knowledge in Road building and Pipe installation
Extensive use in Primavera P6, Rapid Plan and Plan Grid

EMPLOYER SUMMARY

KAMMINGA & ROODVOETS, INC. – Project management, 2018-Present
Directly responsible for all aspects of the project. Including subcontract agreements, material procurement, project scheduling and direct contact with project owners.

KAMMINGA & ROODVOETS, INC. – Field Supervisor-Foreman, 1999-2018
Oversee job specific operations, managed crews and constructed projects per plans and specifications.

KAMMINGA & ROODVOETS, INC. – Operator /Laborer, 1996-1999
Gained Basic knowledge of industry and operated heavy equipment.

EDUCATION & CERTIFICATIONS

- OSHA certified-Competent and Confined Space
- Advanced Traffic Control Supervisor
- SWPPP and NPDES Certified Inspector

Kamminga & Roodvoets, Inc.

Clay Barnes

813-623-3031

cbarnes@kandrincfl.com

Estimator / Project Management

Construction professional with extensive experience in heavy civil construction. Experience includes laboring, operating equipment, supervision of field level positions, project management, estimating, and estimating additional contract work.

KEY SKILLS

Project Management
Contract Negotiations
Estimating
IT Technical Skills

EMPLOYER SUMMARY

KAMMINGA & ROODVOETS, INC. – Project Management / Estimator / IT Department, 2025 - Present
Directly responsible for all aspects of the project. Including subcontract agreements, material procurement, project scheduling and direct contact with project owners. Prepare cost estimates and submission of bid proposals for assigned projects.

KAMMINGA & ROODVOETS, INC. – Project management / IT Department, 2021-2025
Directly responsible for all aspects of the project. Including subcontract agreements, material procurement, project scheduling and direct contact with project owners.

KAMMINGA & ROODVOETS, INC. – Laborer/Operator, 2016-2021
Gained Basic knowledge of industry and operated heavy equipment.

EDUCATION & CERTIFICATIONS

- 2021 B.S. in Business Management from the University of South Florida
- State of Florida Underground Utility & Excavation Contractor #CUC1226258
- State of Florida Fireline Class V License Holder FPC25-000098
- OSHA 30-Hour Occupational Safety & Health Training
- OSHA Trenching & Shoring (Competent Person)
- OSHA Confined Space Entry Program
- SWPPP and NPDES Certified Inspector
- Advanced Traffic Control Supervisor

Kamminga & Roodvoets, Inc.

Garrett Barnes

813-623-3031

Gbarnes@kandrincfl.com

Safety/Dispatch

Construction professional with extensive experience in heavy civil construction. Including laboring, operating equipment, supervision of field level positions, and managing companies safety program.

KEY SKILLS

Site Safety/OSHA Compliance
Claims Resolution
Logistics

EMPLOYER SUMMARY

KAMMINGA & ROODVOETS, INC. – Dispatch/Safety Officer, 2021-Present

- Responsible for all deliveries and material for projects
- Handles all Damage Claims
- Manages all Crew Training
- Manages all Company Locates
- Addresses Safety Concerns/Preforms Inspections in the Field

KAMMINGA & ROODVOETS, INC. – Laborer/Operator/Driver, 2016-2021
Gained Basic knowledge of industry and operated heavy equipment and worked in and around the shop while delivering tools and material to projects.

EDUCATION & CERTIFICATIONS

- 2021 B.S. in General Studies with a Concentration on Leadership Skills
- OSHA 30-Hour Occupational Safety & Health Training
- OSHA Trenching & Shoring (Competent Person)
- OSHA Confined Space Entry Program
- SWPPP and NPDES Certified Inspector
- CPR/First Aid
- Florida Advanced MOT Certification
- Certified Rigging Training
- Class A CDL with Tanker Endorsement

Kamminga & Roodvoets, Inc.

Prequalification Letters

5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

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kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 22,2025

KAMMINGA & ROODVOETS, INC.
3435 BROADMOOR SE
GRAND RAPIDS, MICHIGAN 49512

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, SIDEWALK, WATER MAINS, SEWER, JACKING AND LIFT STATIONS

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

CITY OF CLEARWATER

ENGINEERING DEPARTMENT
MUNICIPAL SERVICES BUILDING, 100 S. MYRTLE AVENUE
CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4750 FAX (727) 562-4755

November 21, 2023

Marcus B Tidey, Jr.
Kamminga & Roodvoets, Inc.
5219 Cone Road
Tampa, FL, 33610

Please accept this official notice that **KAMMINGA & ROODVOETS, INC.** has been approved to bid for City of Clearwater construction projects falling into the following parameters:

Approved Maximum Bid Limit: **$UNLIMITED** Prequalification Expiration: **NOVEMBER 21, 2026**

Approved Categories:

- Asphaltic Concrete Resurfacing
- Concrete Flatwork (curbs, walks, courts, etc)
- Excavation / Site Work
- Roadways & Parking Lots
- Sanitary & Storm Sewers
- Sanitary Force Mains
- Sanitary Pump Stations
- Specialty Concrete Repair and Coating
- Stormwater Management Construction
- Water/Reclaimed Distribution Mains

Any category applied for and not approved indicates the project list submitted did not demonstrate any/enough experience in that category. Project experience in categories that were not approved may be submitted for consideration. This pre-qualification applies to standard types of construction projects. Projects requiring special expertise or unusually difficult construction categories may require separate pre-qualifications following bid advertisement. City policy dictates that financial statement documents are not copied or retained, so this item was deleted following the pre-qualification approval.

The Engineering Construction Manager reserves the right to adjust categories and the maximum project bid value during the three-year approval period based on direct work experience and updates submitted.

We appreciate your interest and look forward to receiving your bids on City of Clearwater projects. For our current bid list visit: https://www.myclearwater.com/business/bid-information.

Kind Regards,

Marina Tsongranis

Contract Procurement Specialist
City of Clearwater's Engineering Department
(727) 444 – 8212
marina.tsonganis@myclearwater.com

Kamminga & Roodvoets, Inc.

Completed/Current Project List

5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

-An Equal Opportunity Employer-

kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

KAMMINGA & ROODVOETS, INC.

CONSTRUCTION PROJECTS COMPLETED & CURRENTLY UNDER CONTRACT

2015-Present

PROJECT NAME, OWNER, & ENGINEER	START/COMPLETE	CONTRACT AMOUNT	CONTACT	WORK PREFORMED
51502 - 78th St & Harney Rd Intersection Improvements	6/2015-8/2016	$1,971,675.51	Dana Mackey	Roadway, Drainage, Storm Sewer, Sidewalk, Signalization, Signing, Pavement Marking, Water Utility and Force Main Utility Facilities
Hillsborough County			813-307-1783	
BES, Inc.			mackeyd@hillsboroughcounty.org	
51503 - Pasadena Yacht & Country Club Culvert Replacement	7/2015-10/2015	$512,180.00	Clay Lott	Box Culvert, Landscaping, Headwall Construction
City Of Gulfport			727-893-1085	
Advanced Engineering & Design, Inc.			clott@mygulfport.us	
51504 - South Howard Street Redevelopment	11/2015-8/2016	$358,210.00	Lucy Gassaway	Water and Roadway, Concrete
City of Plant City			813-757-9288	
Boggs Engineering, Inc.			lgassaway@plantcitygov.com	
51505 - Bloomingdale & Culbreath Rd Intersection Improvements	12/1/2015-8/2016	$1,367,400.00	Thomas Capell	Intersection Improvements, Concerete, Roadway, Drainage
Hillsborough County			813-307-1791	
Bayside Engineering			capellt@hillsboroughcounty.org	
51506 - McMullen Rd Sanitary Sewer Replacement	10/2015-12/2015	$501,905.00	Lee Harris	Sanitary Sewer and Roadway, Concrete
City of Largo			727-587-6713	
Vickstrom Engineering Services, Inc.			lharris@largo.com	
51507 - City of Tampa Emergency Repairs	8/2015-9/2016	$2,943,133.33	Jack Ferras	Sanitary Sewer and Roadway, Concrete, Pump Station
City of Tampa			813-274-8934	
			jack.ferras@tampagov.net	
51508 - Hillsborough Ave & Webb Rd Intersection Improvements	1/2016-1/2017	$2,745,449.45	Dana Mackey	Roadway and intersection improvements, storm, concrete, signalization, drainage improvements
Hillsborough County			813-307-1783	
Cardno TBE			mackeyd@hillsboroughcounty.org	
51509 - ALT US 19	9/2015-9/2015	$101,340.00	Mike Stanley	Storm
Transportation Structures, Inc.			813-899-4411	
Stantec Consulting Services, Inc.			mike.stanley@transportationstructures.com	
51512 - Midtown Stormwater Master Plan Westside Canal Improvements	9/1/2015-8/2016	$478,588.50	Talyana Austin	Storm, Roadway Concrete
City of Plant City			813-659-4200	
Applied Sciences Consulting, Inc.			taustin@plantcitygov.com	
51513 - SR 45 (US 41)	9/2015-9/2015	$42,727.18	Mike Stanley	Storm
Transportation Structions, Inc.			813-899-4411	
			mike.stanley@transportationstructures.com	
51601 - Belcher Rd at Belleair Rd Insection Improvement	6/1/2016-7/2017	$1,268,625.00	Wesley Merritt	Storm, Roadway, Concrete
Pinellas County			727-464-8821	
Cumbey & Fair, Inc.			wmerritt@pinellascounty.org	
51602 - CR 37 Emergency Repair	4/2016-4/2016	$101,240.00	Kim Goldner	FM, Roadway, Concrete
City of Lakeland			863-834-6592	
51603 - Implementation of BMP's Within The Sunset Beach Watershed PH IV & V	6/1/2016-12/2016	$1,068,895.00	Justin Keller, P.E.	Storm, Water, Sewer, Roadway
City of Treasure Island			727-526-9158	
Advanced Engineering & Design, Inc.			keller@aed-fl.com	
51604 - Intersection Improvements (CR54 at US301/SR39)	6/2016-7/2017	$2,567,079.32	Bob Shepherd	Roadway reconstruction, drainage improvements, sidewalk, signing, pavement markings, storm, sewer
Pasco County			727-834-3604	
Johnson Engineering			rshepherd@pascocountyfl.org	

51605 - Roadway Construction - Haines Rd from 51st Ave North to 60th Ave North Pinellas County Advanced Engineering & Design, Inc.	11/1/2016-11/2018	$4,722,721.15	Wesley Merritt 727-464-8821 wmerritt@pinellascounty.org	Reconstruction of roadway, sidewalk, base and sub-base, grading, storm sewer, sanitary sewer, mast arms, signalization & pavement
51606 - 20th Ave Stormwater Improvements City of Largo CivilSurv Design Group, Inc.	10/2016-12/2016	$226,992.00	Dean Scharman 727-595-6889 dscharman@jrb.com	Storm, Road
51607 - Mango St Stormwater Improvement Project PH IV & V City of Clearwater Interflow Engineering, LLC	11/2016-9/2017	$1,630,751.10	Roger Johnson 727-562-4592 roger.johnson@myclearwater.com	Storm, Sanitary WL Road Reconstruction
51701 - Holiday Lakes Force Main Replacement Pasco County Florida Design Consultants, Inc.	5/2017-12/2017	$1,186,469.80	John Voda 813-235-6195 jvoda@pascocountyfl.net	Force Main Replacement
51702 - Tarpon Woods Bridge over Brooker Creek Cone & Graham Pinellas County Engineering	5/2017-12/2017	$143,224.00	Rusty Birchall 813-623-2856 rbirchall@conegraham.com	Water
51703 - Cemex Pond Cemex Stitzel Engineering & Construction, Inc.	4/2017-4/2017	$122,188.00	Greg Jefferies 813-335-7655 gregoryc.jeffries@cemex.com	Slope Paving
51704 - US 19 (State Road 55) From N. of 50th Ave. South to S. of 46th Ave. South FDOT Cardno	7/2017-12/2017	$1,222,291.30	Sarah Gansz 727-575-8300 sarah.gansz@dot.state.fl.us	Drainage improvements, box culvert and sheet pile installation within drainage canal
51705 - Channel 1AW Repair & Bridge Construction at Skyview Pool PPWMD McKim & Creed	7/2017-5/2018	$1,872,157.00	Mitch Chiavaroli 727-442-7196 mchiavaroli@mckimcreed.com	Slope Paving
51706 - 14th Ave North from 4th St to Crescent Lake Storm Drainage Improvements City of St. Petersburg City of St. Petersburg Engineering	7/2017-3/2018	$1,245,548.33	Thomas Rice 727-551-3202 thomas.rice@stpete.org	Storm, Water, Roadway, Concrete
51707 - County Road No. 582 (Knights Griffin Rd) Over Itchepackasassa Creek Bridge No. 104608 FDOT Icon Consultant Group, Inc.	10/2017-6/2018	$1,202,197.39	Kouser Manzer 813-612-3300 kouser.manzer@dot.state.fl.us	Box Culvert, Storm, Roadway, Concrete
51708 - Clearwater-Largo Rd District Improvements City of Largo Pennoni Associates, Inc.	1/2018-4/2019	$3,627,963.50	Robert Kollar 727-587-6713 rkollar@largo.com	Roadway, Concrete, Storm
51709 - 101st St Drainage Channel Stabilization City of Largo Advanced Engineering & Design, Inc.	1/2018- 4/2018	$255,671.50	Chuck Mura 727-587-6713 cmura@largo.com	Concrete, Grading, Ditch Erosion
51710 - Drainage Improvement Plans for 2nd St & Harbor Dr City of Belleair Beach Deuel Associates	10/2017-2/2018	$171,449.00	Lynn Rives 727-595-4646 x 123 lynn.rives@cityofbelleairbeach.com	Storm, Water, Sewer, Roadway, Concrete
51711 - Intersection Improvements (Hudson Ave & Hicks Rd) Pasco County Coastal Design Consultants	3/2018-10/2018	$1,401,357.80	Larry Harris, P.E. 727-834-3604 lharris@pascocountyfl.net	Storm, Water, Forcemain, Roadway Improvements
51712 - Citrus Woods Utility Relocation City of Lakeland Amec Foster Wheeler Environment & Infrastructure, Inc.	12/2017-2/2018	$429,917.81	David Butcher 863-667-2345 david.butcher@woodplc.com	Sanitary, Utility Relocation, Ditch Rehabilitation

51713 - Oak St Drainage Improvements	3/2018-11/2018	$1,276,186.00	Bruce Stenfors	Storm, Water, Road
City of St. Petersburg			727-551-3144	
Land & Water Engineering Science			bruce.stenfors@stpete.org	
51801 - Implementation of BMPs Within the Sunset Beach Watershed (Phase VI)(N674)	4/2018-11/9/2018	$1,342,937.81	Justin Keller, P.E.	Storm, Sanitary, Trench Drain, Concrete, Pervious Concrete, Road Restoration
City of Treasure Island			727-526-9158	
Advanced Engineering & Design, Inc.			keller@aed-fl.com	
51802 - Sandpiper MH Emergency Repair	2/2018-2/2018	$60,185.00	Drew Adock	Emergency Sanitary Sewer Repairs
City of Lakeland			863-834-6322	
			drew.adcock@lakelandgov.net	
51803 - Robles Park Pump Station Replacment	7/2018-3/15/19	$1,656,794.00	Albert Calloway	Stormwater Force Main, Remove & Replace Pump Station, Road Restoration
City of Tampa			813-630-3902	
City of Tampa Engineering			albert.calloway@tampagov.net	
51804 - Cemex Lakeland	5/2018-5/2018	$193,050.00	Greg Jeffries	Grading, Drainage, Stormwater Ponds, Weir Structure
Cemex			813-269-1091	
Stitzel Engineering & Construction, Inc.			gregoryc.jeffries@cemex.com	
51805 - 8th Avenue South & 44th Street South Drainage Improvements	8/2018-6/2019	$2,441,731.83	Mike Ryle	Storm, Sanitary, Box Culvert, Roadway, Concrete
City of St. Petersburg			727-893-7400	
Land & Water Engineering Science			mike.ryle@stpete.org	
51806 - Roadway, Sidewalk & Drainage Improvments – Waste to Energy Facility & 110th Ave N	8/2018-4/2019	$1,053,743.11	Paul Giuliani	Roadway, Sidewalk & Drainage Improvements
Pinellas County			727-453-3491	
Pinellas County Engineering			pgiuliani@pinellascounty.org	
51807 - Lakeland Emergency Repairs*	8/2018-	$3,164,555.682 (To Date)	Drew Adcock	Miscellaneous emergency sewer repairs
City of Lakeland			863-834-6322	
			drew.adcock@lakelandgov.net	
51808 - Highland Avenue Drainage Improvement Project (Jeffords Street to Pine Street)	8/2018-5/2019	$1,497,900.46	Paul Giuliani	Remove & replace exfiltration system, drainage work, milling & resurfacing of the roadway
Pinellas County			727-453-3491	
Pinellas County Engineering			pgiuliani@pinellascounty.org	
51809 - Valve & Valve Vault Replacement - Central Avenue & 79th Street South	9/2018-9/2019	$446,542.27	Brett Warner	Replace and Install 24in forcemain, install valves and vault, restoration
City of St. Pete Beach			727-363-9254	
Kimley-Horn & Associates, Inc.			bwarner@stpetebeach.org	
51811 - Culvert Replacement at Palm Creek	1/2019-5/2019	$490,674.76	Clay Black	Box culvert replacement, Reconstruct 200ft of roadway,minimal water,sewer and RCP installation
Hernando County			352-754-4060	
Cardno			cblack@hernandocounty.us	
51812 - Lakeland Regional Hopsital Sanitary Sewer Lining Replacement	10/2018-10/2018	$68,100.00	Stacy Southern	Sanitary Manhole Installation
Kenny, A Granite Company			224-246-1659	
51813 - Temple Terrace Hwy Drainage Improvements	4/2019-3/2020	$1,672,681.45	Jason Boulnois	Drainage Pumping System
Hillsborough County			813-307-1811	
DRMP, Inc.			boulnoisj@hillsboroughcounty.org	
51814 - Sidewalk & ADA Improvements - Indian Rocks Rd Phase 2A	3/2019-11/2019	$567,279.00	Paul Giuliani	Drainage, Sidewalk, Roadway & Other Restoration
Pinellas County			727-453-3491	
AECOM Technical Services, Inc.			pgiuliani@pinellascounty.org	
51815 - 13th Avenue North to 9th Avenue North Water Main Replacement Project	1/2019-9/2019	$984,322.51	John Powell	Water Main Installation and Restoration
City of Safety Harbor			727-724-1555	
King Engineering Asscoaites, Inc.			jpowell@cityofsafetyharbor.com	

51901 - Sunset Point Rd at Betty Lane Intersection Improvements Pinellas County (Cone & Graham) AECOM	3/2019-6/2020	$284,428.00	Louis Johnson 727-735-1781 ljohnson@conegraham.com	Water Main Repairs
51902 - N. Bayshore Sanitary Sewer & Forcemain Replacement City of Safety Harbor King Engineering, Inc.	2/2019-11/2019	$1,193,411.00	John Powell 727-724-1555 x 1805 jpowell@cityofsafetyharbor.com	Sanitary Sewer, Force Main, Jack & Bore, Asphalt, Concrete, Site Restoration
51903 - McKay Creek Water Quality Improvements Project Near Hickey Drive Pinellas County Environmental Consulting & Technology, Inc.	5/2019-5/28/20	$898,074.50	Paul Giuliani pgiuliani@pinellascounty.org 727-453-3491	Construction of Two Water Quality Ponds, Excavation, Grading, Drainage & Structures
51904 - Sugarbear Dr. And Scott St Sewer Repairs City of Safety Harbor City of Safety Harbor Engineering	3/2019-7/2019	$498,882.88	John Powell 727-724-1555 x 1805 jpowell@cityofsafetyharbor.com	Gravity Sewer, Storm, Structures, Restoration
51905 - Palmetto Rd Street & Drainage Improvements Project Town of Belleair RS &H	7/2019-6/2021	$980,349.15	Keith Bodeker 727-408-4860 kbodeker@townofbelleair.net	Stormwater, roadway, watermain
51906 - Pinellas Roadway Town of Belleiar McKim & Creed	7/2019-7/2020	$3,470,868.56	Keith Bodeker 727-408-4860 kbodeker@townofbelleair.net	Stormwater, roadway, new outfall with baffle box, watermain
51907 - Downtown Stormwater Capital Improvement Project #1603ST City of Dade City Wood Environment & Infrastructure Solutions, Inc.	8/2019-7/2020	$2,315,404.00	Joe DeBono 352-523-5050 jdebono@dadecityfl.com	Storm sewer collection system, potable water distribution, pond excavation, roadway reconstruction
51908 - Thonotosassa Rd Culvert Replacement CIP #46136.123 Hillsborough County Icon Consultant Group, Inc.	1/2020-5/14/20	$853,812.36	Dana Mackey 813-307-1783 mackeyd@hillsboroughcounty.org	Box culvert, roadside drainage, roadway
51909 - 102nd Ave N at Antilles Dr Intersection Improvements Pinellas County RS & H	8/2019-10/2020	$1,636,426.80	Joe Wolf 727-464-8880 jwolf@co.pinellas.fl.us	Intersection safety improvements, roadway widening, milling & resurfacing, drainage, sidewalk
51910 - Crystal Springs Water Main Extension IFB-KW-19-093 Pasco County Coastal Design Consultants	8/2019-10/9/20	$1,889,580.00	Matt Wetherington, PE 813-235-6189 x 6937 mwetherington@pascocountyfl.net	Watermain repairs
51911 - MLK St City of Safety Harbor	6/2019-7/2019	$77,184.00	Michelle Giuliani 727-631-1366 mgiuliani@cityofsafetyharbor.com	Sanitary sewer repairs
51912 - Pinellas Trail & 54th Ave N Drainage Improvements Pinellas County Icon Consultant Group, Inc.	2/2020-2/2021	$2,985,248.93	Mark Demyan 727-282-4519 mdemyan@co.pinellas.fl.us	Drainage Improvements, installing box culvert
51913 - 39th Ave Granite Construction	11/2019-12/2019	$127,090.00	Richard Cooper 727-530-7577 Rick.cooper@gcinc.com	Sewer replacement and repairs
51914 - Baffle Box for 26th Ave North Outfall to Jungle Lake City of St. Petersburg City of St. Petersburg Engineering	11/2019-1/12/20	$347,094.63	Bruce Stenfors 727-420-8933 Bruce.stenfors@stpete.org	Drainage improvements, baffle box
51915 - Channel 1B5 Concrete Panel Replacement East of 58th Street Pinellas Park Water Management District Applied Sciences Consulting, Inc.	11/2019-2/2020	$1,100,190.00	Randy Roberts 727-528-8022 randy@ppwmd.com	Slope Paving

52001- 62nd Ave Sidewalk (LAP Project) and 62nd Ave N Intersection Improvement Project Pinellas County Cardno	5/2020-3/2021	$1,810,662.00	Wesley Merritt 727-464-8821 wmerritt@pinellascounty.org	Sidewalk and intersection improvements
52002 - Bell Lake Rd Safety Improvements Pasco County Johnson Engineering	1/2021-2/21/22	$6,281,712.40	Matt Kodsi 727-247-3880 mkodsi@pascocountyfl.net	Pavement widening, curb/gutter/sidewalk, drainage
52003 - Tennis Court Stormwater BMPs Shipwatch Yacht & Tennis Association Advanced Engineering & Design, Inc.	4/2020-7/2020	$434,120.00	Justin Keller 727-526-9158 keller@aed-fl.com	Drainage improvements, dry pond
52005 - Hercules Ave PH II Sidewalk from Sherwood St to Sunset Point Rd Pinellas County Cumey & Fair, Inc.	6/2020-9/2021	$2,742,317.04	Wesley Merritt 727-464-8821 wmerritt@pinellascounty.org	Sidewalk, pedestrian bridge, box culvert, drainage and intersection improvements
52006 - Mid-County Master Lift Station Utilities, Inc. of Florida Kimley-Horn	10/2020-6/2021	$1,591,115.00	Shelby Hughes 727-498-2585 shelby.hughes@kimley-horn.com	Construct new master lift station, force main, and gravity main
52007 - 131st St N at 82nd Ave N & 86th Ave N Intersection Improvements (PID 001023A) Pinellas County Pinellas County	9/2020-6/2022	$5,651,295.28	Dale Laird 727-464-8883 dlaird@pinellascounty.org	Roadway reconstruction, intersection improvements
52008 - Sanitary Sewer Rehab Phase 1B City of Mulberry Pennoni, Inc.	8/2020-11/2020	$1,307,218.00	Roger Homann, PE 863-888-0278 rhomann@pennoni.com	Sanitary sewer improvements, gravity sewer pipe replacement and point repairs
52010 - County Line Rd Water Main Extension City of Lakeland Chastain Skillman	8/2020-12/2020	$1,452,256.80	Jim Lilly, EI 863-834-6175 jim.lilly@lakelandgov.net	Water main installation by open cut, HHD, jack and bore. Grading and sod, roadway restoration
52011 - US 92 City of Lakeland JMT, Inc.	2/2021-8/2021	$1,399,642.42	Ubaldo Rodriguez 954-419-6323 urodriguez@aeengineeringinc.com	Intersection, roadway and drainage improvements
52012 - Mango St Stormwater and Roadway Improvements City of Tarpon Springs American Consulting Engineers of Florida, LLC	6/2021-3/2022	$839,968.04	Nick Makris 727-942-5638 nmakris@ctsfl.us	Intersection, roadway and drainage improvements
52013 - Dolphin Dr Roadway Improvements City of Belleair Bluffs Advanced Engineering & Design, Inc.	2/2021-8/2021	$690,763.49	William Reidy, PE 727-526-9158 reidy@aed-fl.com	Sanitary sewer, water main, drainage improvements
52014 - N. Sunlake Blvd Phase 1 Segment 1 Roadway Construction Len-Angeline, Inc. (Cone & Graham) NV5, Inc.	4/2021-2/2022	$1,264,580.00	Eric Boor 561-827-1247 eboor@conegraham.com	Water main installation by open cut, HHD, jack and bore.
52101 - Main Ave & 15th St Drainage Improvements City of Dade City Wood Environment & Infrastructure Solutions, Inc.	6/2021-7/2021	$94,753.00	Bryan Holmes 352-521-1280 bholmes@dadecityfl.com	Storm sewer collection system, curb, storm pipe, pavement, ditch pavement, grading, roadway reconstruction.
52102 - Ponce De Leon (Pinellas Roadway Improvements Project PH 3 & 4) Town of Belleair Deuel &Associates	7/2021-6/2022	$2,793,411.05	Keith Bodeker 727-408-4860 kbodeker@townofbelleair.net	Stormwater, roadway restoration, watermain, underdrain, sanitary sewer.

52103 - Fast Response - Drainage Improvements FDOT Burgess & Niple, Inc.	9/2021-9/2021	$244,750.00	Jamie Khawaja 727-575-8332 jamie.khawaja@dot.state.fl.us	Drainage improvements, replace check valve and baffle box
52104 - County Road 54 Improvements Phase II Pasco County Johnson Engineering, Inc.	5/2022-2/2024	$6,610,632.93	Patricia Arndt 727-834-3604 pamdt@pascocountyfl.net	Roadway and safety improvements, signalization, multiuse path, pavement widening, sidewalk.
52105 - Rice Rd Water Main Extension City of Plant City Hydro Solutions Consulting, LLC/Dewberry	9/2021-12/2021	$147,965.00	Colson Marsh 863-345-1474 cmarsh@dewberry.com	Water main installation by open-cut and jack & bore.
52106 - Lift Station 01 Demo City of Largo Ardurra Group, Inc.	10/2021-11/2021	$287,900.00	Brian Highnote 727-520-8181 bhighnote@largo.com	Lift station demo.
52107 - 9th Ave North Force Main Project City of Safety Harbor Pennoni Associates, Inc.	12/2021-8/2022	$920,000.00	Michelle Giuliani 727-631-1366 mgiuliani@cityofsafetyharbor.com	Gravity sewer, sanitary sewer, bypass pumping, removal of existing force main, site restoration.
52108 - Skyview Dr Force Main City of Lakeland Chastain Skillman	12/2021-9/2022	$1,009,650.00	Lee Potter 863-834-6469 lee.potter@lakelandgov.net	Installation of sanitary force main by both open cut and HDD.
52109 - English Oaks Force Main - Phase III Section 3 - Caribbean Drive City of Lakeland Chastain Skillman	1/2022-8/2022	$995,939.00	Matthew Fowler, P.E. 863-834-6389 matthew.fowler@lakelandgov.net	Installation of sanitary sewer force main by open cut and jack & bore.
52110 - Emergency Sanitary Sewer Repair for Harbor Hill Dr City of Safety Harbor City of Safety Harbor	12/2021-3/2022	$1,373,796.00	Jamie Ahrens 727-724-1550 cahrens@cityofsafetyharbor.com	Emergency rehabilitation and replacement of gravity sanitary sewer main.
52111 - English Oaks Force Main - Phase III Section 4 - Airport Road for the Water Utilities Dept. City of Lakeland Chastain Skillman	3/2021-11/2022	$1,087,680.00	Matthew Fowler, P.E. 863-834-6389 matthew.fowler@lakelandgov.net	Installation of sanitary sewer force main by open cut, HDD, and jack & bore.
52112 - Ch1C from 98th Ave to Confluence with Channel 1 – Contract 2 Pinellas Park Water Management District McKim & Creed	1/2022-11/2022	$3,533,555.00	Randy Roberts 727-528-8022 randy@ppwmd.com	Channel upgrades, tree removal, tree replacement, fencing, sod restoration.
52201 - 22-B-742 Bolesta Manhole Replacement City of Largo City of Largo Engineering	3/2022-4/2022	$671,185.00	Brent Larson 727-587-6713 blarson@largo.com	Remove and replace manhole.
52202 - Contract No. T7388 SR 54, From E of CR 577 (Curley Rd) to E of CR579 (Morris Bridge Rd) FDOT (Cone & Graham) American Consulting Engineers of Florida, LLC.	2/2022-1/2024	$1,724,284.60	Eric Boor 561-827-1247 eboor@conegraham.com	Water and sewer removal and installation.
52203 - Jennifer Ln Improvements City of Zephyrhills Cornelison Engineering & Design, Inc.	4/2022-5/2022	$163,737.20	Shane LeBlanc 813-780-0022 sleblanc@zhills.city	Roadway imrpovements, curb, driveways, paving and sod installation.
52204 - N. Highland Ave Road & Drainage Improvement Phase I Pinellas County Pinellas County	6/2022-5/2023	$2,898,260.50	Paul Giuliani pgiuliani@pinellascounty.org 727-453-3491	Road reconstruction and drainage imrpovements, sanitary sewer and water main installation.

52205 - 22456,1 (Construction, 70th Street over Delaney Creek)	6/2022-3/2023	$1,759,994.10	Jason Boulnois	Replace existing bridge with box culvert, roadway improvements, curbing and sidewalks.
Hillsborough County			813-307-1811	
RS&H, Inc.			boulnoisj@hillsboroughcounty.org	
52206 - Tarpon Avenue to South Huey to U.S. HWY 19 Roadway Improvement	9/2022-8/2023	$1,370,864.31	Nick Makris, PMP	Roadway and intersection improvements.
City of Tarpon Springs			727-942-5638	
American Consulting Engineers of Florida, LLC			nmakris@ctsfl.us	
52207 - 12th/13th Street & Bay Dr - BMP 7&8	9/2022-3/2023	$717,349.60	Kyle Riefler, CFM, CPRP	Mill and resurface roadway, curb replacement, stormwater collection and drainage improvements.
City of Belleair Beach			727-229-8433	
Deuel & Associates			Kyle.Riefler@CityofBelleairbeach.com	
52208 - E7P30 Cypress Street – Widening and Resurfacing	6/2022-9/2023	$2,231,498.85	Tracie Rose, PE	Intersection widening and realignment, enhance traffic operations and safety.
FDOT			813-541-7944	
HDR Engineering, Inc.			trose@rkk.com	
52209 - IFB-RH-22-086 Colonial Manor Drainage Improvement Project	1/2023-10/2023	$3,412,841.75	Efrain Figueroa	Repair multi-use path, roadway improvements and storm drainage improvements including 18" to 60" RCP.
Pasco County			727-834-3611	
Deloach Engineering/Florida Design Consultants, Inc.			efigueroa@pascocountyfl.net	
52210 - Eiland Blvd Reconstruction at SR54 in Wesley Chapel	5/2022-12/2023	$506,047.00	Eric Boor	Locate, remove and install new water/sewer utilities.
Western Surety Company/Pasco County (Cone & Graham)			561-827-1247	
			eboor@conegraham.com	
52211 - WWTF 24" Effluent Pipe Replacement	7/2022-8/2022	$364,800.00	Sean Howard	Install new 24" effluent pipe and fittings, misc. site work and restoration.
City of New Port Richey			727-841-4464	
Stroud Engineering Consultants, Inc.			Howards@Cityofnewportrichey.org	
52212 - Darlington Rd Sidewalk from US 19 TO Sunray Dr	10/2022-1/2023	$471,202.90	William J. Kelleher	Sidewalk improvements.
Pasco County			727-834-3604	
Pasco County			wkelleher@pascocountyfl.net	
52213 - West Central Avenue Watermain Replacement & Streetscape Project	2/2023-12/2024	$10,845,202.57	Thomas Rice	New water mains/services/connections, including new traffic signalization, paving, landscaping, and various roadway improvements.
City of St. Petersburg			727-551-3202	
City of St. Petersburg			thomas.rice@stpete.org	
52214 - Executive Park Gravity Sewer Replacement	8/2022-6/2023	$2,361,900.50	Davey Henderson	Install new sanitary sewer by open cut and HDD, grout fill existing lines, pavement and site restoration.
City of Tampa			813-630-3910	
Mills and Associates, Inc.			Davey.Henderson@tampagov.net	
52215 - Southwest Pump Station Flow Reversal	12/2022-7/2023	$260,641.00	Vaughan Leer	Construction of wastewater pump flow reversal, various pump station improvements, force main installation.
City of Lakeland			863-388-3179	
Chastain Skillman			vleer@chastainskillman.com	
52216 - Indian Rocks Road Drainage and Pedestrian Improvements	1/2023-10/2023	$4,803,587.70	Adam Klinstiver	Storm, water main and roadway improvements.
Town of Belleair			813-465-4446	
RS & H, Inc.			aklinstiver@consoreng.com	
52301 - 42nd Avenue N Roadway and Sidewalk Improvements	7/2023-4/2024	$4,735,766.50	Scott Baird	Work consists of roadway drainage and sidewalk improvements.
Pinellas County			727-464-8935	
DRMP			sbaird@pinellas.gov	
52302 - Mehlenbacher Road Sidewalk Project	7/2023-6/2024	$3,575,743.50	John Carpenter, PE	Pedestrian and traffic safety, and drainage improvements.
Pinellas County			727-453-3350	
Kimley-Horn			jcarpent@pinellas.gov	

52303 - Emergency Valve Replacement City of St. Pete Beach Kimley-Horn	6/2023-7/2023	$490,226.00	Shelby Hughes 727-498-2585 shelby.hughes@kimley-horn.com	Remove existing force main and replace, sidewalk and road reconstruction.
52304 - Bid No. 3016 Griffin Road Gravity Sewer Replacement City of Lakeland Chastain Skillman	10/2023-3/2024	$2,822,910.00	Guy Taylor, PE 863-834-6209 Guy.Taylor@lakelandgov.net	Installation of 8", 12" and 24" gravity sewer main and manholess, relocate existing foremains, pavement restoration.
52305 - Griffin Rd 24" Gravity Sewer Replacement - Phase II City of Lakeland City of Lakeland	3/2023-7/2023	$1,978,600.00	Guy Taylor, PE 863-834-6209 Guy.Taylor@lakelandgov.net	Emergency sewer repair and replacement.
52306 - 46th Avenue North Sidewalk Improvements from 49th Street North to 55th Street North Pinellas County Hardesty & Hanover, LLC	9/2023-6/2024	$4,732,908.50	Scott Baird 727-464-8935 sbaird@pinellas.gov	Sidewalk improvements, road reconstruction, multi-use path, upgraded drainage and sanitary sewer.
52307 - 22nd Avenue South (51st Street South - 34th Street South) Roadway Improvements Pinellas County RS&H, Inc.	11/2023-2/2025	$7,473,287.30	Paul Giuliani 727-464-4606 pgiuliani@pinellascounty.org	Road, sidewalk, drainage improvements.
52308 - Largo Emergency Repairs City of Largo City of Largo	8/2023-2/2024	$1,733,547.99	Norman Shaw 727-587-6713 nshaw@largo.com	Emergency replacements for failing manholes, including road reconstruction.
52309 - CIP 69600311 Gibsonton Drive at Fern Hill Drive Intersection Improvements Hillsborough County George F. Young	11/2023-4/2025	$7,932,347.50	Sandra Gonzalez 813-307-1749 GonzalezSa@hillsboroughcounty.org	Temporary and new signalization, roadway improvements, and pedestrian safety improvements.
52310 - E7R32 US 98 Bypass Desgin Build* FDOT - Cone & Graham FDOT	5/2024-	$2,634,329.00	Eric Boor 561-827-1247 eboor@conegraham.com	Remove and replace over 2,000 LF of 8", 10" and 12" PVC water main by open cut and hdd.
52311 - Kirby Street Force Main & Gomez Pumping Station Force Main Improvements City of Tampa Barnes, Ferland & Associates, Inc.	2/2024-7/2024	$2,236,220.00	Davey Henderson 813-630-3910 Davey.Henderson@tampagov.net	Installation of 1200 LF of 16" PVC, 600 LF of 10" PVC, 950 LF of 8" PVC by open cut and 1200' of hdd and roadway improvements.
52312 - Old Coachman Rd Bridge Replacement* Pinellas County - Cone & Graham City of Clearwater	3/2024-	$389,220.00	Eric Boor 561-827-1247 eboor@conegraham.com	Installation of 520 LF12" RCW by open cut and HDD, including various utility improvements and adjustments.
52313 - Driftwood Drive Drainage Improvement Project Polk County Kisinger Campo & Associates	3/2024-9/2024	$558,436.20	Jose Fernandez 863-534-6716 JoseFernandez@polk-county.net	Drainage and roadway improvements, including excavation, RCP, sidewalk, driveways, concrete ditch paving, and sod.
52314 - Water Piping Improvement - Potable Water Piping Improvement Phase 2, 4, and 5* City of Clearwater CHA Consulting, Inc.	8/2024-	$10,053,286.50	Andrija Selak 727-444-8253 Andrija.Selak@MyClearwater.com	Installation of watermain for 23 locations from 2"-24" by open cut, jack & bore, and HDD, including misc. roadway improvements.
52402 - Burke Street/Gravity Main Replacement Hillsborough County Ardurra	5/2024-9/2024	$1,608,366.00	Richard Harrison 813-599-5762 harrisonri@HCFLGov.net	Replacing gravity collection system, including pipe abandonment, installing 1,000' of PVC pipe, 4 48" MH, 4" sanitary laterals.
52403 - East Main Street at Combee Road Intersection Project Polk County RK&K	6/2024-9/2024	$787,497.90	Scott Huret 863-510-1579 scott.huret@wsp.com	Intersection improvements including new turn lanes, drainage, sidewalks, and driveways.

52404 - Bayshore Septic to Sewer Project Rebid	5/2024-8/2024	$1,014,895.00	Nick Makris, PMP	Installation of approx. 2,400' of 4" PVC forcemain, 1,400' 2" HDPE service laterals for 47 residents, including milling and paving, restoration.
City of Tarpon Springs			727-942-5638	
Wright-Pierce Engineering			nmakris@ctsfl.us	
52405 - Port Richey Northern Outfall Drainage Improvement Project*	8/2024-	$5,941,712.63	Efrain Figueroa	Outfall drainage improvements includng pond excavation, 18"-36" RCP, box culvert, sidewalk, driveways, curb & gutter, paving, sod.
Pasco County			727-834-3611	
Deloach Engineering Science			efigueroa@pascocountyfl.net	
52406 - Roseland Park Subdivision Drainage and Roadway Improvements*	9/2024-	$3,219,986.50	Frank Coughenour	Roadway and road resurface renovation, approx. 18"-42" 1,800' drainage system, curbs, sidewalk, potable water and wastewater.
City of Plant City			813-659-4200 x 4239	
Singhofen & Associates, Inc.			fcoughenour@plantcitygov.com	
52407 - Carleton St Emergency Repair	4/2024-5/2024	$96,689.00	Stephen Fougere	Remove and replace failing 8" gravity sewer, sidewalk/curb, sod, asphalt restoration.
City of Lakeland - Vortex Services			201-232-7220	
NA			sfougere@vortexcompanies.com	
52408 - 24-016UM-TG: State Road 39 Utility Lines Extension	7/2024-2/2025	$2,411,155.00	Quiltonya Grant (Tonya)	Installation of 10,000+ LF of 12" PVC watermain, and 10,000+ LF PVC forcemain, 24" jack & bore.
City of Plant City			813-757-9208	
Inwood Consulting Engineers			tgrant@plantcitygov.com	
52409 - ARPA Stormwater Starkey Facility M10 Modification (PID 003900A)*	10/2024-	$6,727,660.00	Joe Boggs	Weir construction with two upstream stormwater ponds to be constructed, slurry wall, storm drainage, ditch pavement
Pinellas County			727-464-8880	
Geosyntec Consultants			jboggs@co.pinellas.fl.us	
52410 - 24-0698-ITB-C ARPA Whitney Road and Wolford Road Intersection and Roadway*	1/2025-	$13,190,311.90	Brian Mowry	Demo and reconstruct box culvert, road realignment, sidewalk, 6" watermain, 16" reclaimed watermain, storm RCP 18"-42"
Pinellas County			727-453-3491	
Volkert, Inc.			bmowry@pinellas.gov	
52411 - ARPA 71st St from 38th Ave N to 54th Ave N (PID 004539A)*	1/2025-	$15,375,809.15	Brian Peddie	Reconstructing 71st St with 11-foot travel lanes, curb/ gutter, storm drainage, 6', 10'-12'-wide sidewalk, signalization, & two stormwater ponds
Pinellas County			727-743-5804	
AECOM Technical Services, Inc.			bpeddie@pinellas.gov	
52412 - US301/SR43 from S of CR672/Big Bend Rd to N of CR672/Big Bend Rd Contract# E7R44*	TBD	$8,891,353.00	TBD	Installing a distribution watermain and removing the existing. Several other utility adjustments will be performed to accommodate the new main.
FDOT (Cone & Graham)				
Ayres Associates, Inc.				
52413 - Bridge Replacement of Venetian Blvd NE Bridge No. 157186 Project No. 20092-210*	TBD	$922,132.00	Robby Graham	Remove and replace pressure pipe sewer, RCW, and water main by aerial installation and open cut.
City of St. Petersburg (Cone & Graham)			813-860-7010	
Kisinger Campo & Associates, Corp.			rgraham@conegraham.com	
52414 - Indian Woods Trail Drainage Improvement Project – ARP BID FILE #24-572 County Project: 5400216*	3/2025-	$1,304,405.30	Conner Updike	Regrading existing ditch, replace culverts, install new storm sewer system.
Polk County			863-535-220	
RK & K			connerupdike@polk-county.net	
52415 - Rosery Rd Project from Walmart Truck Entrance to Eagle Lake Park*	5/2025-	$2,150,070.00	Norman Shaw	Sidewalk replacement, multi-use path construction, new signalization, storm drainage, underdrain.
City of Largo			727-6713 x 4417	
Pennoni & Associates, Inc.			nshaw@largo.com	
52416 - 25-00039-E Indian Rocks Rd. Canal Repair - Hurricane Milton	10/2024-11/2024	$201,000.00	Mary Demyan, CPM	Emergency canal stabilization repair.
Pinellas County			727-464-4606	
			mdemyan@pinellas.gov	
52417 - Bid #24-631, Fairway Avenue Drainage Improvement Project – ARP*	7/2025-	$1,805,339.00	Conner Updike	Drainage improvements including new storm sewer, drainage structures and man holes, ditch bottom inlets, roadway construction.
Polk County			863-535-220	
WSP USA Environmental & Infrastructure, Inc.			connerupdike@polk-county.net	

52418 - Ridge Rd Extension Phase 2B Progressive Design Build RFP-KM-24-025*	1/2024-	$11,848,603.00	Heath Noss	Install over 12,000 LF 20", 24" PVC for new water and sewer lines by open cut.
Pasco County (Cone & Graham)			813-918-4134	
Florida Design Consultants, Inc.			hnoss@conegraham.com	
52419 - PID 006174A North County In-Line RCW Booster Station: Phase 1*	6/2025-	$1,653,000.00	William Peters	Install approx. 1,000 LF of 24" RCW by open cut and HDD, including connecting to existing water piping and site resotration.
Pinellas County			727-464-8435	
Ardurra			wpeters@pinellas.gov	
52501 - Lakeland Emergency Repairs*	2025-	To Date: $104,549.28	Guy Taylor	Miscellaneous emergency sewer repairs.
City of Lakeland			863-834-6209	
			guy.taylor@lakelandgov.net	
52502 - 501 16th St N	1/2025-2/2025	$84,085.53	Isabell Troxell	Emegency storm pipe removal and replacement including site reconstruction.
FDOT (Ajax)			813-924-2284	
			itroxell@ajaxpaving.com	
52503 - Oakwood Dr Over Stephanie Channel Bridge Replacement*	TBD	$453,199.00	TBD	Miscellaneous 4" and 6" forcemain removal and replacement.
Pinellas County (Cone & Graham)				
HDR Engineering, Inc.				
52504 - Indian Rocks Road Phase 2B – Sidewalk & Drainage Improvements (PID 002232A)*	TBD	$5,616,644.00	TBD	Roadway and drainage improvements including sidewalk, curb/gutter, signalization, paving, over 3,000 LF RCP installation.
Pinellas County				
AECOM Technical Services, Inc.				
*In Progress				

Kamminga & Roodvoets, Inc.

Additional References

OWNER: Pinellas County

PROJECT: 46th Avenue North, from 49th Street North to 55th Street North, Roadway Reconstruction PID No. 002927A & 002927B

PROJECT MANAGER: Mark Demyan

EMAIL: mdemyan@pinellas.gov

PHONE: 727-464-4606

CONTRACT AMOUNT: $4,732,908.50

START/COMPLETION: 9/2023-6/2024

DESCRIPTION: Work consists of 46th Avenue North sidewalk improvements, including reconstruction of existing roadway, installation of 8-foot multi-use path on the North side of the road and 5-foot sidewalk along the South side of the road. Upgrade drainage and sanitary sewers. Installation of temporary (660 SF), permanent (1,396 SF) sheet piling, box culvert, and rip rap within creek. Remove and replace retaining wall.

PROJECT: 46th Avenue North, from 49th Street North to 55th Street North, Roadway Reconstruction PID No. 002927A & 002927B

Subcontractors:

Aero Photo – Project Video

Baker Paving – Paving

Kleingers Group – Survey

Lovin Construction – Structural Concrete

LS Curb – Concrete Flat Work

MPG – Signalization

Raulerson & Son – Sod

Traffic Control Products – MOT

TTCS – QC testing

Vortex - CCTV

OWNER: City of St. Petersburg

PROJECT: West Central Avenue Watermain Replacement & Streetscape Project

PROJECT MANAGER: Thomas Rice

EMAIL: thomas.rice@stpete.org

PHONE: 727-551-3202

CONTRACT AMOUNT: $10,845,202.57

START/COMPLETION: 2/2023-12/2024

DESCRIPTION: Replaced existing 6-inch and 8-inch potable water mains along Central Avenue from Park Street to 58th Street. Work consisted of constructing new 1-inch and 2-inch service connections, re-connecting existing services to remain, and all associated appurtenances. Work will also include constructing new signal mast arms, milling and resurfacing the asphalt roadway, pavement markings, signage and landscaping.

PROJECT: West Central Avenue Watermain Replacement & Streetscape Project

Subcontractors:

A Total Tree & Lawn Care – Tree Removals

Aero Photo – Project Video

Blevins Road Boring – HDD

Florida Asphalt & Concrete – Concrete Flat Work

Ferguson Land Survey – Survey

Gulftrace – Railing

Morelli – Landscaping

MPG – Signalization

Preferred – Paving

Premier Brick – Pavers

Traffic Control Products – MOT, Striping, Signs

TTCS – QC Testing

OWNER: City of Plant City

PROJECT: 24-016UM-TG: State Road 39 Utility Lines Extension

PROJECT MANAGER: Quiltonya Grant (Tonya)

EMAIL: tgrant@plantcitygov.com

PHONE: 813-757-9208

CONTRACT AMOUNT: $2,411,155.00

START/COMPLETION: 7/2024-2/2025

DESCRIPTION: The work performed under this contract included the construction of approximately 10,200 linear feet of 12-inch PVC water main, 10,200 linear feet of 12-inch PVC force main, one triplex pump station, and miscellaneous appurtenances necessary to provide completed utility systems ready for operation.

5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

-An Equal Opportunity Employer-

kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

PROJECT: 24-016UM-TG: State Road 39 Utility Lines Extension

Subcontractors:

Absolute Erosion Control – Silt Fence

B&B Underground – Jack & Bore

Baking Paving – Paving

Florida Asphalt & Concrete – Concrete Flatwork

Ferguson Land Surveyors – Survey

Raulerson & Son – Sod

S&S Directional – HDD

Traffic Control Products – MOT

Tierra – QC Testing

OWNER: Pasco County

PROJECT: Bell Lake Rd Safety Improvements (US Hwy 41 to Banjo Lake Rd)

PROJECT MANAGER: Matt Kodsi

EMAIL: mkodsi@pascocountyfl.net

PHONE: 727-247-3880

CONTRACT AMOUNT: $6,319,944.40

START/COMPLETION: 1/2021-2/21/2022

DESCRIPTION: Project includes pavement widening, addition of concrete FDOT Type F curb and gutter, the addition of concrete sidewalk, signage and pavement markings and drainage. Over 5,000 LF of RCP ranging 12"-54" RCP installed. Bypassing of creek to excavate pond site and install storm drainage.

PROJECT: Bell Lake Rd Safety Improvements (US Hwy 41 to Banjo Lake Rd)

Subcontractors:

Aero Photo – Project Video

ACME Barricades - MOT

AKCA – Striping, Signs

Blackrock Asphalt – Paving

Boggs – Surveying

Central Florida Transport - Trucking

Curb Man – Concrete Flatwork

DC Johnson – Surveying

Raulerson & Son - Sod

Roberts Consulting Services – QC Testing

USA Fence – Fencing

Vortex - CCTV

OWNER: Town of Belleair

PROJECT: Indian Rocks Road Drainage and Pedestrian Improvements

PROJECT MANAGER: Adam Klinstiver

EMAIL: aklinstiver@consoreng.com

PHONE: 813-465-4446

CONTRACT AMOUNT: $4,803,587.70

START/COMPLETION: 1/2023-10/2023

DESCRIPTION: Project consisted of the rehabilitation of the existing stormwater and roadway system to improve overall performance within the project limits. The existing stormwater conveyance system has been evaluated and, as a result, additional inlets and pipes will be incorporated into the system to substantially improve the overall performance of the system. The improvements will also include water main improvements with removal and rerouting in specific locations. The roadway improvements will include standardization of road width and full depth pavement reconstruction with associated curb, gutter and sidewalks.

PROJECT: Indian Rocks Road Drainage and Pedestrian Improvements

Subcontractors:

A Total Tree & Lawn Car – Tree Removal

ACME Barricades – MOT

Absolute Erosion Control – Silt Fence

Aero Photo – Project Video

AKCA – Striping, Signing

All South Underground – CCTV

Baker Paving – Paving

Creekside Nursery – Sod

Ferguson Land Surveyors – Survey

JDP Electric – Lighting

Paveway Systems – Patterned Pavement

Premier Brick – Pavers

Tierra, Inc. – QC Testing

OWNER: City of Tarpon Springs

PROJECT: Bayshore Septic to Sewer Project

PROJECT MANAGER: Nick Makris, PMP, ENV SP

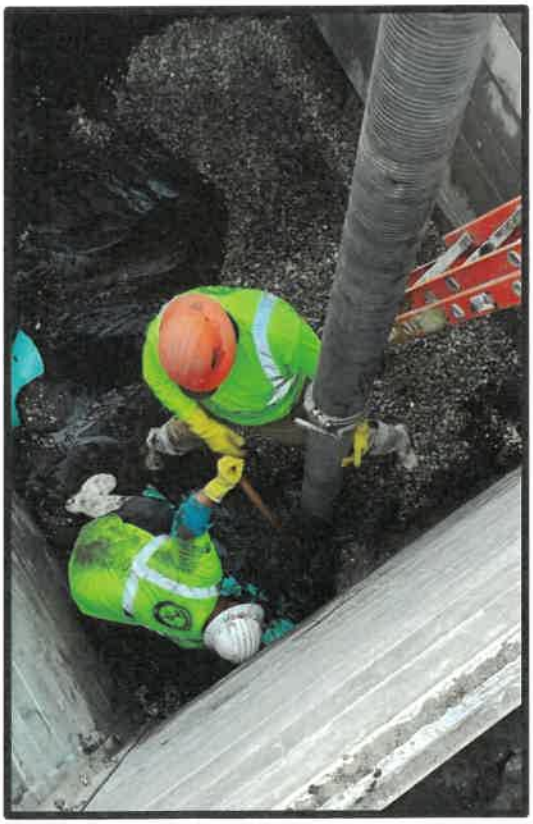
EMAIL: nmakris@ctsfl.us

PHONE: 727-942-5638

CONTRACT AMOUNT: $ 854,500.00

START/COMPLETION: 5/2024-8/2024

DESCRIPTION: The project consists of an extension of an existing low-pressure sewer system. It includes installation and testing of approximately 2,400 LFof 4" C900 DR 18 PVC force main, 1,400 LF of 2" HDPE service laterals to service 47 lots, associated valves, fittings, and appurtenances within the right-of-way of Bayshore Dr in the City of Tarpon Springs. The project also includes milling & paving of Bayshore Dr from edge of pavement to edge of pavement within the project limits.



PROJECT: Bayshore Septic to Sewer Project

Aero Photo – Project Video

Baker Paving – Paving

Creekside Nursery – Sod

Florida Directional Drilling – HDD

Kleingers Group – Survey

Traffic Control Products – MOT

Tierra – QC Testing

OWNER: City of Tampa

PROJECT: Kirby Street Force Main & Gomez Pumping Station Force Main Improvements

PROJECT MANAGER: Davey Henderson

EMAIL: Davey.Henderson@tampagov.net

PHONE: 813-630-3910

CONTRACT AMOUNT: $ 2,236,220.00

START/COMPLETION: 2/2024-7/2024

DESCRIPTION: Installation of 1200 LF of 16" PVC, 600 LF of 10" PVC, 950 LF of 8" PVC including 1200' of directional drill PVC Certa-Lok and all additional associated materials and fittings dewatering, excavation, backfilling, pavement milling and overlay, type F curb and gutter, maintenance of traffic.

PROJECT: Kirby Street Force Main & Gomez Pumping Station Force Main Improvements

Subcontractors:

Bob's Barricades – MOT

Cloud 9 – CCTV

Curb Man – Concrete Flatwork

D&J Lawn Services – Sod

Ferguson Land Surveyors – Survey

Garrison – Linestops

LP Video – Project Video

Premier Brick – Pavers

Suncoast Paving – Paving

TB Landmark – HDD

Tierra – QC Testing

OWNER: City of Lakeland

PROJECT: Griffin Rd Gravity Sewer Replacement

PROJECT MANAGER: Guy Taylor, PE

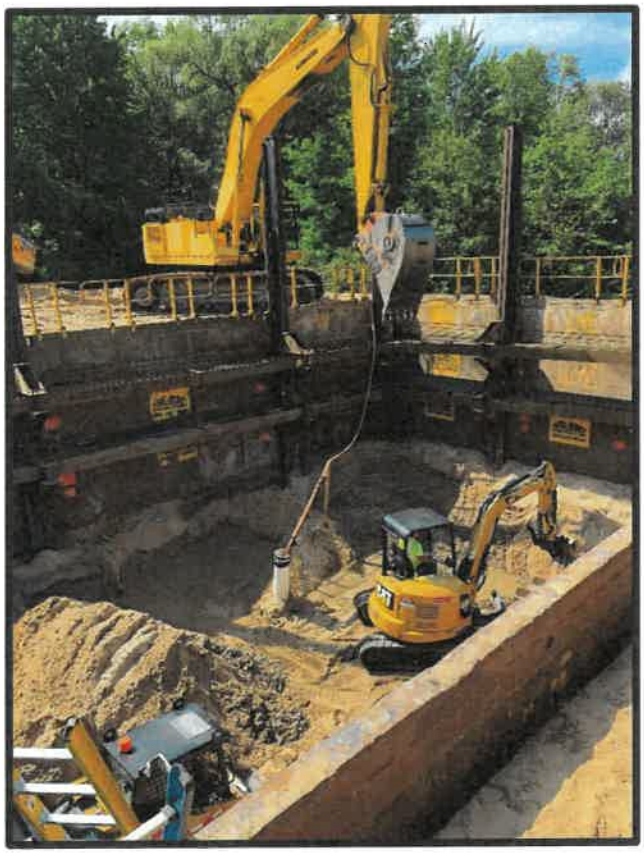
EMAIL: Guy.Taylor@lakelandgov.net

PHONE: 863-834-6209

CONTRACT AMOUNT: $ 3,171,373.63

START/COMPLETION: 10/2023-3/2024

DESCRIPTION: Installation of 1,675 LF of 24-inch diameter. 110 LF of 18" and 30 LF of 8" gravity sanitary sewer main, new 6-foot diameter manholes including six manholes with connections to existing sanitary sewer mains; removal of existing manholes and grouting of existing 18- and 24-inch diameter gravity sanitary sewer main; rerouting of two sanitary forcemains, miscellaneous fittings, bypass pumping, associated restoration, roadway and right-of-way restoration.



PROJECT: Griffin Rd Gravity Sewer Replacement

Subcontractors:

AKCA – Striping, Signs

All Sount Underground – CCTV

Creekside Nursery – Sod

Ferguson Land Surveyors – Survey

General Asphalt – Paving

Lovin Construction – Structural Concrete

LP Video – Project Video

MPG – Signalization

Rangeline – Linestops

Traffic Control Products – MOT

TTCS – QC Testing

OWNER: Pinellas County

PROJECT: 24-0692-ITB-C: ARPA Stormwater Starkey Facility M10 Modification (PID 003900A)

PROJECT MANAGER: Joe Boggs

EMAIL: jboggs@pinellas.gov

PHONE: 727-464-8863

CONTRACT AMOUNT: $6,727,660.00

START/COMPLETION: 10/2024-4/2025

DESCRIPTION: The purpose of this project was to retrofit and enhance the existing Starkey M10 Stormwater Management Facility by improving water quality treatment and maintaining the existing flooding level of service. A weir within the Starkey M10 Mitigation facility and two upstream stormwater ponds west of Tall Pines Dr. was constructed to provide water quality treatment and alleviate flooding within the Starkey Watershed.

PROJECT: 24-0692-ITB-C: ARPA Stormwater Starkey Facility M10 Modification (PID 003900A)

Subcontractors:

Aero Photo – Project Video

Atlantic Pipe Services – CCTV

Dacey-Mid State – Sock Dewatering

Ferguson Land Surveyors – Survey

Hage Fence – Fence

Lovin Construction – Structural Concrete

Raulerson & Son – Sod

Traffic Control Products - MOT

OWNER: Hillsborough County

PROJECT: 439772-1/G2E33 Gibsonton Drive at Fern Hill Intersection Improvements

PROJECT MANAGER: Sandra Gonzalez, PE

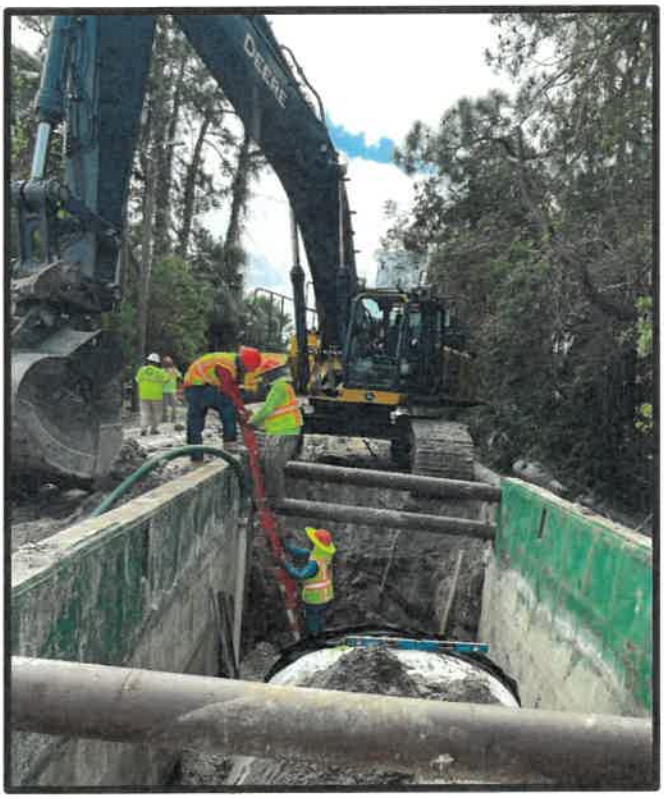
EMAIL: GonzalezSa@hillsboroughcounty.org

PHONE: 813-307-1749

CONTRACT AMOUNT: $7,932,347.50

START/COMPLETION: 11/2023-4/2025

DESCRIPTION: This project includes the replacement of the existing temporary signal with permanent mast arm structures, the implementation of triple left turn lanes, a through lane and an exclusive right turn lane on the south leg of the intersection. Dual westbound to southbound lanes will also be provided along with dual through lanes and a combo through and right turn lane on the east leg of the intersection. The project also includes pedestrian crossing facilities on the east and south legs of the intersection, milling and resurfacing, pavement markings, curb ramps and sidewalk connectivity along Fern Hill Drive.



Additional references available upon request.

PROJECT: 439772-1/G2E33 Gibsonton Drive at Fern Hill Intersection Improvements

Subcontractors:

A Total Tree & Lawn – Tree Removal

ACME Barricades – MOT

Aero Photo – Project Video

Atlantic Pipe Services – CCTV

B&E – Signalization

Bussey Construction – Striping, Signs

Creekside Nursery – Sod

Delamere – Fence, Railing

Kleingers Group – Survey

LS Curb – Concrete Flatwork

Preferred – Paving

Rangeline – Linestops

TTCS – QC Testing

EXHIBIT VIII

EQUAL EMPLOYMENT OPPORTUNITY

Polk County is an Equal Opportunity/Affirmative Action Employer.

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

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: Kamminga & Roodvoets, Inc.
Address: 5219 Cone Rd, Tampa, FL 33610

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

   YES X NO ____

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

   YES X NO ____

3. Bidder has filed all compliance reports due under applicable instructions:

   YES X NO ____

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

James Barnes
Printed Name

Vice President
Title

Signature

11/19/25
Date

EXHIBIT VII
TRENCH SAFETY ACT COMPLIANCE
TRENCH EXCAVATION SAFETY SYSTEM AND
SHORING, SPECIAL (TRENCH EXCAVATION)

Trench Excavation Safety System and Shoring, Special (Trench Excavation)

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. Slope Method/Trench Box	LF	2,372	$ 2.00	$ 4,744.00
B.			$	$
C.			$	$
D.			$	$
			Total	$ 4,744.00

Failure to complete the above may result in the bid being declared non-responsive.

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that Kamminga & Roodveots, Inc. does: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidders Signature

11/19/25
Date

EXHIBIT X

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this 19th day of November, 20 25

Name of Firm Kamminga & Roodvoets, Inc.

By _____

James Barnes, Vice President

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This 19th day of November, 20 25

Notary Public: _____

My Commission Expires: 9/17/29

DELANEY MARSONEK
NOTARY PUBLIC
MY COMMISSION
EXPIRES 9-17-2029
STATE OF FLORIDA
COMMISSION NUMBER HH 708312

EXHIBIT III
PAYMENT OF STORED MATERIALS

As regards payment for stored materials on Bid #25-631, and the inclusion by Kamminga & Roodvoets, Inc. (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal's obligation to timely complete the project according to the contract specifications.

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this_____day of_____, 20___, by _____

Liberty Mutual Insurance Company (Name of Surety)

Authorized signature of Surety

Agenda Item G.3. 12/16/2025

SUBJECT

Approve Land Purchase Agreement between Preservation of Natural Florida, Inc. and Polk County in conjunction with the Environmental Lands Program, CLASAC Project EL-113-24. ($226,250 total expense)

DESCRIPTION

In February 2023 the Board adopted Resolution No. 2023-009 which created the Polk County Conservation Land Acquisition Selection Advisory Committee ("CLASAC"). The creation of CLASAC was in response to a bond referendum approved by voters in November 2022 to finance capital projects related to the acquisition, preservation, protection, management, operation and restoration of environmental lands, water resources and important fish and wildlife habitat. CLASAC reviews and evaluates properties nominated by property owners and provides a recommendation to the Board as to whether or not staff should pursue the acquisition of the properties for the program.

One such nomination was made by Preservation of Natural Florida, Inc., for multiple tracts of land located east of Lake Wales, north of State Road 60 and in the immediate vicinity of the County's North Walk-in-Water Creek wetland reserve and park. The properties are primarily non-contiguous; however, they would complement multiple properties already owned by the County in the area and will allow for future infilling when opportunities arise. The properties were evaluated by CLASAC which recommended approval and in February 2024 the Board approved staff to pursue the acquisition of the properties. The County hired an independent appraiser to establish a value for the properties and the owner subsequently modified the request to exclude and retain certain properties from the initial request. The remaining properties are comprised of twenty-nine individual parcel identification numbers ranging in size from approximately 1.25-acres to approximately 10-acres and containing a total of approximately 75-acres. The owner of the property has agreed to accept the County's offer for the remaining properties in the amount of $221,250 and has executed a Land Purchase Agreement for the purchase of the properties.

The County Attorney's Office and the Real Estate Services Director have reviewed the Land Purchase Agreement and recommend approval. Approving the Land Purchase Agreement, authorizing the issuance of funds for the purchase, and hiring American Government Services Corporation to close the transactions will allow the County to take ownership of the properties for the program.

RECOMMENDATION

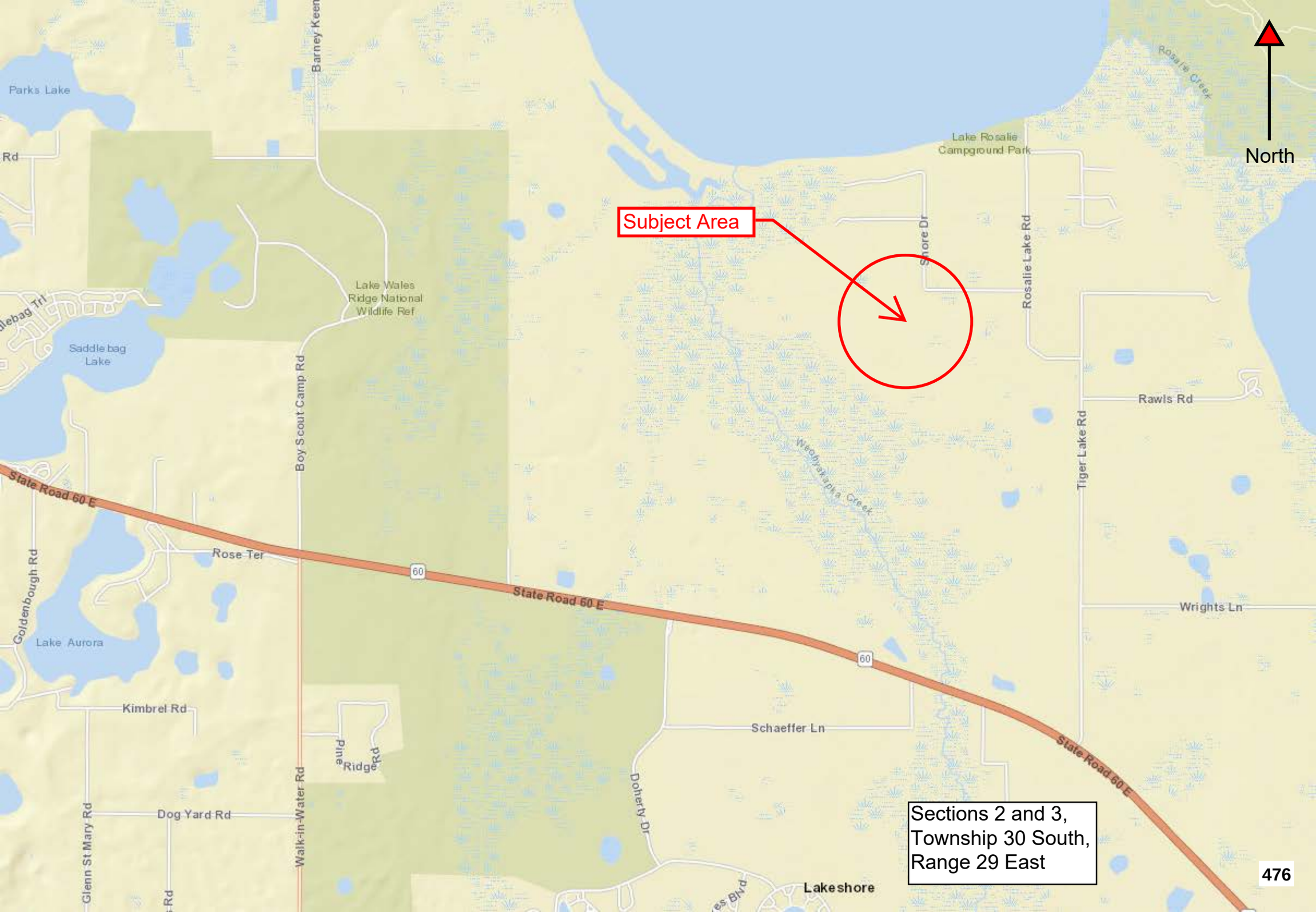
Request Board approve the above-mentioned Land Purchase Agreement and authorize the issuance of funds in the amount of $221,250 for the purchase. Also request Board approve hiring American Government Services Corporation to close the transaction and approve paying closing costs in the estimated amount of $5,000 for a total amount of $226,250.

FISCAL IMPACT

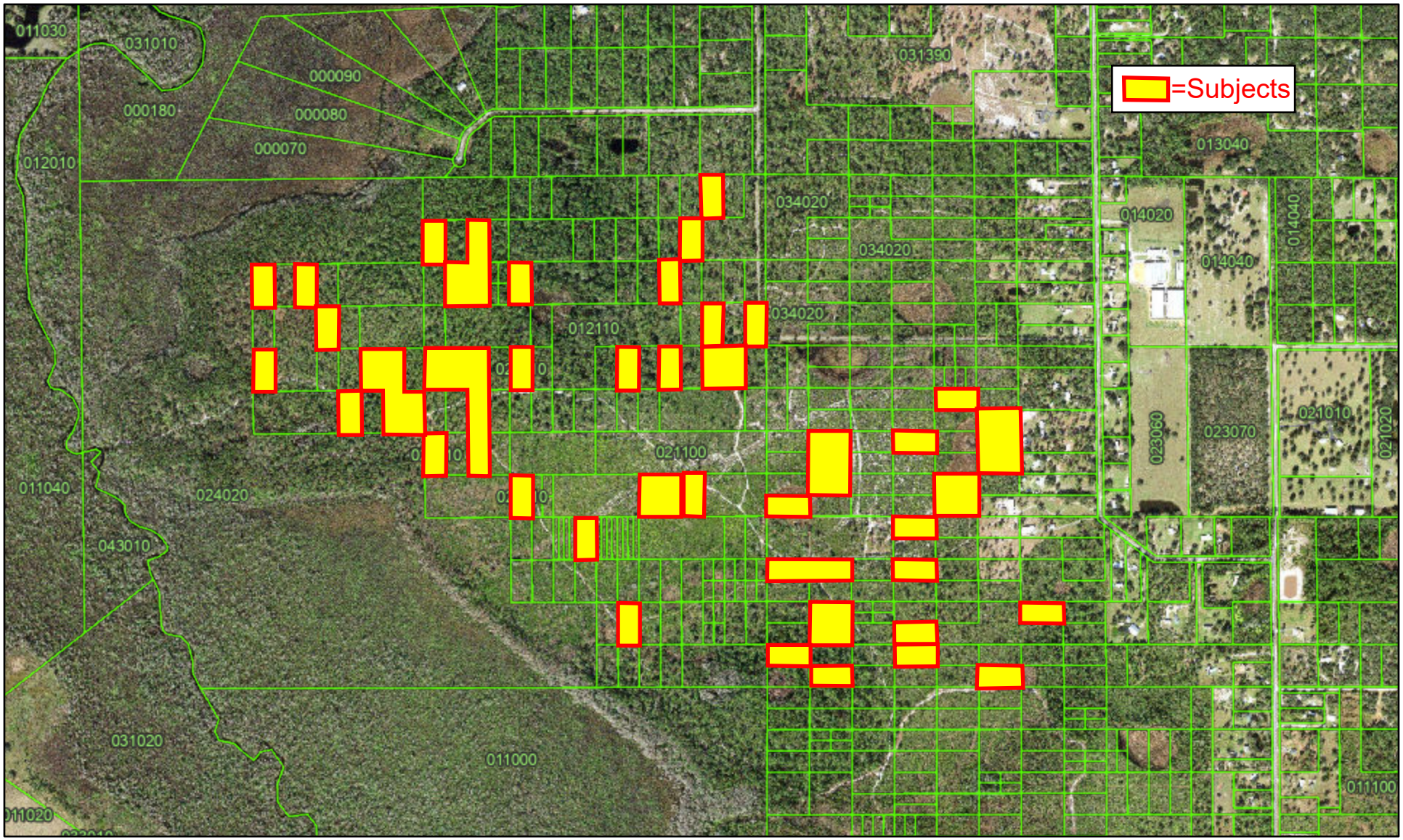
Funds are available for the purchase of the parcels and applicable closing costs in the amount of $226,250 in the Environmental Lands Acquisition Fund.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


Subject Area
North
Parks Lake
Barney Keen
Lake Rosalie Campground Park
Rosalie Creek
Shore Dr
Rosalie Lake Rd
Lake Wales Ridge National Wildlife Ref
Saddlebag Lake
Boy Scout Camp Rd
Rawls Rd
Tiger Lake Rd
Wekiwakpka Creek
State Road 60 E
Rose Ter
60
Goldenbough Rd
Lake Aurora
Wrights Ln
Kimbrel Rd
Schaeffer Ln
Pine Ridge Rd
Walk-in-Water Rd
Dog Yard Rd
Glenn St Mary Rd
Doherty Dr
Lakeshore
Sections 2 and 3,
Township 30 South,
Range 29 East
476

Sections 2 & 3, Township 30 South, Range 29 East



Board of County Commissioners

Parcel I.D. Nos.: See Attached Exhibit "A"

LAND PURCHASE AGREEMENT

STATE OF FLORIDA
COUNTY OF POLK

THIS AGREEMENT made and entered into this 11th day of November, 2025, between **PRESERVATION OF NATURAL FLORIDA., INC.,** a Florida corporation, whose address is 206 Dal Hall Boulevard, Lake Placid, Florida 33862, 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 the lands identified as Parcel ID Numbers, as shown and 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 Special Warranty Deed, free of liens and encumbrances, unto the County, for the sum of $221,250.00 (Two Hundred Twenty One Thousand Two Hundred Fifty and 00/100 U.S. Dollars).

(b) The County payment of $221,250.00 U.S. Dollars 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) Owner and County agree that the Special Warranty Deed shall contain a reservation that the Owner reserves unto itself, its successors and assigns an easement for ingress, egress, utility and drainage over and across the Easterly 30-feet of Parcel ID Number 293003-000000-012160 which is more particularly described in the attached Exhibit "A".

(d) 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.

(e) 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 and the recording of the deed.

(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) Any personal property located on the Property not removed after 14 days of transaction closing shall be considered abandoned by the Owner.

(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: _____
Scott C. Lowery, Support Manager
Polk County Real Estate Services

OWNER:
PRESERVATION OF NATURAL FLORIDA, INC., a Florida corporation

By: _____
James M. Wheeler, President

Approved by:

_____ 11/17/25
R. Wade Allen, Director Date

EXHIBIT "A"

The West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293003-000000-021030; and

The North 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 02, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293002-000000-044050; and

The North 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 02, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293002-000000-044020; and

The South 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 02, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293002-000000-044200; and

The North 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 02, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293002-000000-042150; and

The South 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4, Section 02, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293002-000000-044090; and

The West 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida being Parcel Identification Number 293003-000000-012020; and

The South 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4, the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4, the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4, and the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 02, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293002-000000-041180; and

The South 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 02, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293002-000000-042030; and

The North 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4, the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4, the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 and the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 02, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293002-000000-043250; and

The Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4, the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4, the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4, the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, and the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 02, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293002-000000-044010; and

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293003-000000-012150; and

The East 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293003-000000-012160 SUBJECT to an existing Easement recorded in O.R. Book 1218, at Pages 842 through 845, Public Records of Polk County, Florida; and

The East 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293003-000000-012170; and

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida being Parcel Identification Number 293003-000000-012180; and

The West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida being Parcel Identification Number 293003-000000-014100; and

The West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4, the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4, the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 and the East 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293003-000000-014110; and

The West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 and the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293003-000000-021130; and

The East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293003-000000-021140; and

The East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293003-000000-021150; and

The Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293003-000000-021160; and

The East 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293003-000000-022150; and

The West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4, the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4, the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4, the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4, and the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293003-000000-023110; and

The East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293003-000000-024010; and

The West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293003-000000-032060; and

The East 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293003-000000-032070; and

The West 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293003-000000-032080; and

The West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4, the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4, the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4, and the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293003-000000-041050; and

The West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 03, Township 30 South, Range 29 East, Polk County, Florida, being Parcel Identification Number 293003-000000-041060.

Agenda Item J.1. 12/16/2025

SUBJECT

Appoint Adam W. Greenway, Ph.D., to replace Blair Updike on the Comprehensive Plan Advisory Committee (CPAC).

DESCRIPTION

The Comprehensive Plan Advisory Committee (CPAC) was approved by the Board on April 1, 2025, to consist of 15 members to meet twice a month for approximately six months or longer to review and provide input into the draft policies for the ongoing Comprehensive Plan update. Each Board member appointed two members. One of the original members, Blair Updike, has resigned. Ms. Updike was appointed by Commissioner Braswell who has chosen Adam W. Greenway, Ph.D. as a replacement.

RECOMMENDATION

Request Board appoint Adam W. Greenway, Ph.D to replace Blair Updike on the Comprehensive Plan Advisory Committee (CPAC).

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chanda Bennett, AICP, Comprehensive Planning Administrator
Land Development Division
863-534-6484
chandabennett@polk-county.net

Adam W. Greenway

318 Sunset Road | Frostproof, Florida 33843-1837
(502) 797-7997 cell | adam@adamgreenway.com

EDUCATION

Doctor of Philosophy (PhD), Southern Baptist Theological Seminary 2007

Master of Nonprofit Administration (MNA), *magna cum laude*, University of Notre Dame 2016

Master of Divinity (MDiv), Southwestern Baptist Theological Seminary 2002

Bachelor of Arts (BA) in Religion, *cum laude*, Samford University 1998

PRIMARY WORK EXPERIENCE

Founder and CEO, Nonprofit Transition Solutions Inc., Frostproof, Florida 2023–present
Launched consulting firm dedicated to helping nonprofits and those who serve them execute successful transitions in leadership and organizational life.

President, Southwestern Baptist Theological Seminary, Fort Worth, Texas 2019–2022
CEO with responsibility for 3.5K students, 200+ FT employees, $37M budget, $180M endowment

Academic Administrator, Southern Baptist Theological Seminary, Louisville, Kentucky 2007–2019
Held several roles, ultimately at the rank of Vice President and Dean, overseeing various academic units including a graduate school, enrollment management, library/information services, institutional effectiveness (accreditation), external relations, distributed learning, field education, doctoral studies.

Senior Pastor, The Baptist Church at Andover, Lexington, Kentucky 2002–2007

VOLUNTEER SERVICE AND CIVIC ENGAGEMENT

Education and Training Advisory Committee Member, Florida League of Cities 2025–present

Legislative Policy Committee Member, Florida League of Cities 2025–present

Board Member, Polk Transportation Planning Organization 2024–present

City Council Member (Seat 3), City of Frostproof 2024–present

Planning and Zoning Commission Member, City of Frostproof 2024

Board Member, Lifeway Christian Resources 2005–2015
Board Chair 2012–2014

HONORS AND AWARDS

Bronze Certificate of Merit 2024–2025
Certificate Program for Elected Municipal Officials, Florida League of Cities

Fort Worth's 400 Most Influential People, *Fort Worth Inc.* 2020, 2021, 2022

The Dean's MNA Award, Mendoza College of Business, University of Notre Dame 2016

Commissioned as a Kentucky Colonel by Governor Ernie Fletcher 2004

ACCREDITATIONS AND CREDENTIALS

Fellow, Severn Leadership Group (SLG) January 2025

Certified Fund Raising Executive (CFRE), CFRE International

Registered Parliamentarian (RP), National Association of Parliamentarians

Certified Educator: Social Science (6-12), Florida Department of Education

Agenda Item J.2. 12/16/2025

SUBJECT

Appoint Jamie Richardson as a Member of the Lakes Access Advisory Committee, for the three-year term, November 17, 2025 through November 16, 2028. (District 3 Appointment)

DESCRIPTION

Purpose of Layboard: To study how to increase public access to the lakes within Polk County, and report findings and recommendations back to the Board.

Creating Authority: Resolution No. 09-21 adopted November 17, 2009, creating the Polk County Lakes Access Advisory Committee as a standing committee; providing for staggered membership terms; repealing Polk County Resolution No. 08-057, adopted May 7, 2008; and providing for operation of the committee.

Appointments: The Committee shall consist of 10 members appointed by the Polk County Board of County Commissioners as follows: each Commissioner of the Board shall appoint two members to the Committee.

Terms: Members appointed to the Committee shall serve a term of three years. Reappointment for one additional term is permitted (Resolution 07-023). In the event of a vacancy of any member during a term of office, the Commissioner for the District assigned to make the appointment for that member's position shall appoint a successor member, subject to approval of the Board, to serve for the remainder of the unexpired term. Members shall serve at the pleasure of the Board and may be removed without cause at any time.

Reason for appointment: Expiration of term of previous member, Eddie Hall.

RECOMMENDATION

Appoint Jamie Richardson as a member of the lakes Access Advisory Committee, for the three-year term, November 17, 2025 through November 16, 2028. (District 3 Appointment)

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Kay Suggs
Executive Assistant to the Board

KaySuggs@PolkFL.gov

Jamie Richardson – Bio

Jamie Richardson is a freshwater biologist from Osceola County, Florida who has worked for the Florida Fish and Wildlife Conservation Commission (FWC) for the last 10 years. She attended the University of Florida in Gainesville where she earned a B.S. in Wildlife Ecology and Conservation with a minor in Fisheries and Aquatic Sciences. She began working for FWC in 2015, starting as an OPS Fish and Wildlife Technician for the agency's Habitat and Species Conservation Section (HSC), conducting roving creel surveys and other freshwater assessments on the Kissimmee Chain of Lakes. In 2017, she joined the Freshwater Plants Research project of the FWC's Fish and Wildlife Research Institute (FWRI) in Lakeland, Florida as an OPS Biological Scientist II to serve as crew lead for the Florida portion of the EPA's National Aquatic Resource Surveys. She helped conduct the 2017 and 2022 National Lakes Assessments and the 2018-2019 National Rivers and Streams Assessments. In 2020, she took over as Co-Principal Investigator on the Peace River Streambank Restoration Project and the Myakka River Threats Assessment and Fish Assemblage Project. Starting in 2023, she joined the FWC's Division of Freshwater Fisheries Management as a Biological Scientist III on the Southwest Regional Fisheries Management Team in Lakeland. Currently, she is the Principal Investigator on many of the public freshwater resources in Polk County and assists with sampling and management efforts on other lakes and rivers in the Southwest Region's 12 county area. Her main management goals are habitat restoration and improving fishing opportunities and access to the public. She currently represents the FWC on the Myakka River Management Coordinating Council and participates in SWFWMD's Minimum Flows and Levels (MFL) Coordination meetings. Jamie is active in the outdoors and has a deep-rooted passion for Florida's freshwater ecosystems. She would be honored to serve on the Polk County Lakes Access Advisory Committee.

Florida Fish and Wildlife Conservation Commission
3900 Drane Field Road
Lakeland FL
Jamie.Richardson@myfwc.com

Agenda Item N.1. 12/16/2025

SUBJECT

Public Hearing (LDCPAL-2025-1 GPK Holly Hill Groves 2 CPA Amendment) (Adoption Hearing) to consider the adoption of a Large-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 14.6 acres from Employment Center - X (ECX) to Residential-High X (RHX). (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated request for property located on the west side of US 27, south of Holly Hill Grove Road 2, north of Holly Hill Grove Road 1, and east of the City of Haines City, in Section 30, Township 26, Range 27.

State law requires one Planning Commission hearing, which was held on July 9, 2025, with a recommendation for approval (Vote 4:3). This is the Adoption hearing. This request was transmitted to the Florida Department of Commerce on August 14, 2025.

RECOMMENDATION

Adopt

FISCAL IMPACT

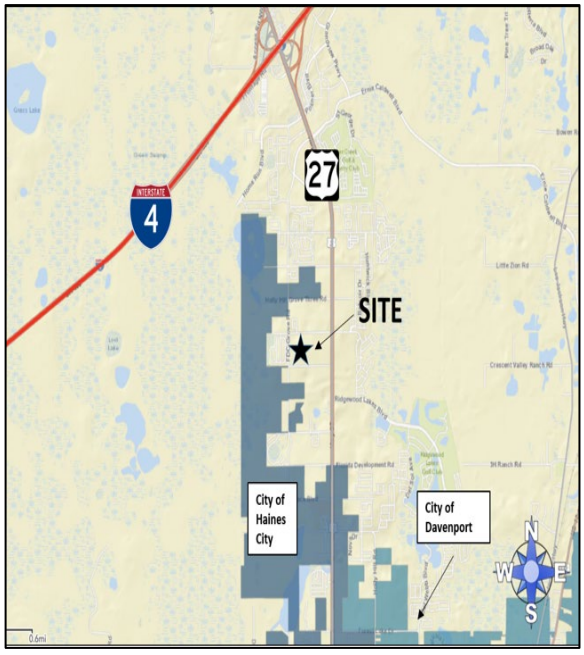
No Fiscal Impact

CONTACT INFORMATION

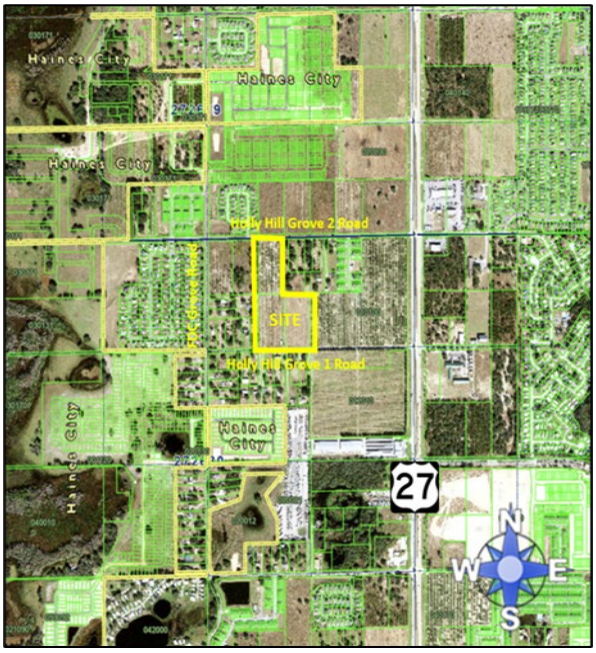
Mark J. Bennett, AICP, FRA-RA, CNU-A
Senior Planner
Land Development
(863) 534-6455
Markbennett@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	April 24, 2025
Planning Commission Date:	July 9, 2025
BoCC Dates:	August 5, 2025, December 16, 2025
Applicant:	William Maki, RLA
Level of Review:	Level 4 Review, Large-Scale Comprehensive Plan Amendment
Case Number and Name:	LDCPAL-2025-1 (GPK Holly Hill Groves 2)
Request:	Future Land Use Change from Employment Center - X (ECX) to Residential-High - X (RHX).
Location:	West side of US 27, South of Holly Hill Grove Road 2, North of Holly Hill Grove Road 1, East of the City of Haines City, in Section 30, Township 26, Range 27.
Property Owner:	Oak Bend Investment LLC, Lynnway Armstrong LLC
Parcel Size:	14.6 +/- acres
Development Area:	Transit-Supportive Development Area (TSDA)
Future Land Use:	Employment Center - X (ECX)
Nearest Municipality	Haines City
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (4:3)
Florida Commerce:	No Objections
Case Planner:	Mark J. Bennett, AICP, FRA-RA, CNU-A, Senior Planner



Location Map



Aerial Photo

Summary:

This is an applicant-initiated Comprehensive Plan map amendment to change 14.6 acres from Employment Center - X (ECX) to Residential-High - X (RHX) on the Future Land Use Map.

Compatibility Summary

The site is undeveloped and vacant. Apartments and townhomes are north and northeast of the site. Property east of the site is vacant and is the future location of a Wal-Mart and Sam's Club store. Single-family residences of various densities are to the northwest, west, and south of the site. Given the property's location next to existing apartments and proximity to an intensive planned commercial activity (the Walmart/Sam's Club retail complex) a change to a more intensive, higher-density residential designation (such as Residential-High) would be compatible with existing development already in the area.

Infrastructure Summary

Because the site is the Transit-Supportive Development Area, connection to public water and wastewater services is required. Public safety facilities and services are available. Portions of Holly Hill Grove 1 Road east of the site were recently closed as part of the development of the Wal-Mart and Sam's Club project. There is inadequate road capacity on this portion of US 27, and the zoned elementary & high schools are over capacity.

Environmental Summary

The subject property is in the Green Swamp Area of Critical State Concerns. There are no significant environmental constraints (wetlands, floodplains, animal species). Environmental lands are located approximately 1/3 mile west of the site.

Comprehensive Plan

Listed below are the relevant sections of the Comprehensive Plan that are applicable to this request:

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.104(A1-A9): Transit-Supportive Development Areas
- Policy 2.119-A2: Location Criteria (Residential Land Uses)
- Policy 2.120(E1-E4): Residential-High
- Section 2.131-Q: North Ridge Selected Area Plan
- Appendix 2.132: Critical Area Resource Management Plan
- Section 2.132-B: Ridge Special Protection Area (Ridge SPA)

Findings of Fact

Request and Legal Status

- LDCPAL-2025-1 is an applicant-initiated request for a Comprehensive Plan Amendment (CPA) to designate approximately 14.6 acres from Employment Center - X (ECX) to Residential-High - X (RHX).

- The property is vacant and undeveloped.

Compatibility

- The Comprehensive Plan defines Compatibility in Section 4.400 as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

- The subject property is currently in a Transit-Supportive Development Area (TSDA).

- TSDAs are unincorporated areas within the County 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.

- The site is also within the area covered by the North Ridge Selected Area Plan.

- The site is within an Employment Center - X (ECX) land use.

- Surrounding land uses include Residential-High - X (RHX), Professional Institutional - X (PIX), and Employment Center - X (ECX).

- The subject property was previously designated as residential and was changed to Employment Center – X as part of the North Ridge SAP expansion in the mid-2000s.

- The uses of adjacent property include apartments and town homes north and northeast of the site, vacant property is east of the site and is the future location of a Wal-Mart and Sams store. Single-family residences of various densities are northwest, west, and south of the site.

Infrastructure

- The property is zoned for Bella Citta (Elementary/Middle), and Ridge Community Senior High.

- According to the Polk County School Board, there is insufficient elementary and high school capacity at the zoned schools for this site.

- Fire and ambulance response is provided from Polk County Fire Rescue Station 38, located at 126 Cottonwood Drive, Davenport, .6 mile away. The estimated response time is 3 minutes.

- The sheriff's response to the site is served by the Northeast District, located at 1100 Dunson Road, Davenport. The response times for June 2025 were: Priority 1 – 12:25 minutes, Priority 2 – 30:00 minutes.

- The site is located within the County Northeast Utility Service Area.

- Based on current capacities and projected improvements, there should be sufficient water and sewer capacity to serve this project.

- US 27, located east of the site, does not have available capacity to serve this development.

- Holly Hill Grove Road 2 is a County-maintained Urban Collector with a surface width of 20 feet, and a Pavement Condition Index of "Fair."

- Holly Hill Grove Road 1 is a County-maintained Local Residential road. Although listed in the Polk County Road Inventory as unpaved with an unspecified pavement width, the road has a hardened surface which is estimated to be 18 feet wide. No Pavement Condition Index information is available.

- Portions of Holly Hill Grove Road 1, east of the site, were recently closed as part of the development of the Wal-Mart and Sam's Club project.

Environmental

- The property is located within the Green Swamp Area of Critical State Concern.

- There are lands about .38-mile east of property that have conservation easements.

- The subject property is identified as being within a potential network connection on the Polk Green Districts Map.

- The site is comprised of Candler fine sand.

- Candler find sand has slight limitations for septic tank usage and dwellings without basements.

- According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is not located within a mile of an eagle's nest, rookery, or protected animal species.

- This property is not within an Airport Impact District.

- The site is not within a Wellfield-Protection District.

- There are no archeological or historic resources on the site.

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, states that 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-A3 lists the allowed land use categories that are permitted within TSDAs, in accordance with applicable criteria:
  a. ACTIVITY CENTERS: Regional Activity Centers, Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, Employment Centers and High-Impact Commercial Centers.
  b. RESIDENTIAL: Residential-High, Residential-Medium, and Residential-Low Districts.
  c. 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 2.119-A2, Location Criteria, states that residential land use categories shall be established throughout the County with consideration being given to the following criteria:
  a. Access to county-maintained roads or roads constructed to County standards.
  b. Proximity to Activity Centers.
  c. Adequacy of water and sewage disposal systems (public and private).
  d. Adequacy and response time for public safety services - fire, police, and emergency medical service.
  e. Adequacy of recreation facilities.
  f. Proximity of incompatible land uses.
  g. Development limitations, and,
  h. Urban Sprawl Criteria set forth in POLICY 2.102-A10.

- POLICY 2.120-E1, Residential-High Characteristics, states that the Densities are allowed up to, and including, 15.00 DU/AC. The Residential-High classification is characterized by multi-story, multi-family units.

- POLICY 2.120-E2, Designation and Mapping, states that Residential-High districts shall be located within TSDAs, UGAs, and UEAs as designated on the Future Land Use Map Series as "RH."

- POLICY 2.120-E3, Location Criteria, states that Residential-High areas shall be located only within TSDAs, UGAs, and UEAs and may be located within Activity Centers. The placement of Residential-High shall be evaluated based on the general criteria listed in Policy 2.119-A2.

- POLICY 2.120-E4, Development Criteria, states that 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 15 DU/AC. Multi-family structures may contain non-residential uses to provide support retail and personal services for the residents. Additionally, educational facilities are permitted in accordance with policies of this Plan.

- North Ridge Selected Area Plan Policy 2.131-Q2: Land Use Categories Established, states that Residential High (RHX) shall apply in this SAP.

- North Ridge Selected Area Plan Policy 2.131-Q4, K, Modified Use (Residential High (RHX, states that this classification is the same as defined in Section 2.120-E of this Plan, except that the minimum and maximum residential density shall be according to the North Ridge SAP density credit table as established by Policy 2.131-Q7 of this SAP and per the Land Development Code.

- Critical Area Resource Management Plan POLICY 2.132-B3, Land Use Categories, states that Residential-High is permitted within the RIDGE-SPA.

- Critical Area Resource Management Plan POLICY 2.132-B10b. Development Criteria, states that - Development within the RIDGE-SPA shall conform to the following for Residential-High: Commercial development shall be prohibited unless permitted in conjunction with a Residentially-Based, Mixed-Use Development or a Residentially-Based Mixed-Use Structure. If a Residentially-based, Mixed-Use Development or Residentially-Based, Mixed-Use Structure is approved, then commercial restrictions shall be as set forth in the Ridge-SPA and the North US 27 SAP; and, consistent with the objectives and goal of

making shorter the average daily trip lengths, and the goal of providing affordable housing in close proximity to places of employment and major transportation corridors, residential development within the RH parcel shall be allowed a maximum of 20 du/ac, providing the development meets the terms and conditions of this CARMP and Comprehensive 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 (DRC) finds that with the proposed conditions the request **IS compatible** with the surrounding land uses and general character of the area and **IS consistent** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the DRC recommends **APPROVAL of LDCPAL-2025-1.**

Planning Commission Recommendation: On July 9, 2025, in an advertised public hearing, the Planning Commission voted (4:3) to **recommend APPROVAL of LDCPAL-2025-1.**

Board of County Commissioners Recommendation: On August 5, 2025, in an advertised public hearing, the Board of County Commissioners voted (5:0) to **recommend APPROVAL of LDCPAL-2025-1.**

Department of Economic Opportunity: The Department of Economic Opportunity did not have any comments in their Objections, Recommendations and Comment Report (ORC 25-06ACSC).

GENERAL NOTES

NOTE: This staff report was prepared without the benefit of testimony and evidence submitted by the public and other 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.

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 subject property is currently in a Transit-Supportive Development Area (TSDA). These are unincorporated areas within the County 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.

The site is also within the area covered by the North Ridge Selected Area Plan. This Selected-Area Plan was adopted in recognition that this area of Polk County is expected to experience a high degree of development over the next twenty years.

The site is within an Employment Center - X (ECX) land use. There is a mixture of different land uses adjacent to this property, such Residential-High - X (RHX), Professional Institutional X (PIX), and Employment Center - X (ECX).

The site is currently undeveloped and vacant. Apartments and townhomes are north and northeast of the site. Property east of the site is vacant and is the future location of a Wal-Mart and Sam's Club store. Single-family residences of various densities are to the northwest, west, and south of the site.

Portions of Holly Hill Grove Road 1, east of the site, were recently closed as part of the development of the Wal-Mart and Sam's Club project. The closure of portions of this road, and the subsequent elimination of its connection to US 27, changed the character of the area.

Given the property's location next to existing apartments and proximity to an intensive planned commercial activity (the Walmart/Sam's Club retail complex) a change to a more intensive, higher-density residential designation (such as Residential-High) would be compatible with the recent development already in the area and planned future development.

B. Infrastructure:

According to Comprehensive Plan 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 site is in a Transit-Supportive Development Area. New development is required to connect to public water and wastewater services, which are offered by Polk County. Emergency services are in a reasonable distance. There is not adequate traffic capacity on US 27, and the zoned elementary and high schools for this site do not have any capacity.

The following table provides a reference point for notable and pertinent Future Land Use Map districts and existing land uses upon them.

Table 1

Northwest Employment Center X (EC X) Single-family residential (Country Walk Estates)	**North** Residential-High X (RH X) Holly Hill Grove Apartments	**Northeast** Residential-High X (RH X) Employment Center X (EC X) Low density residential, townhomes, undeveloped
West Employment Center X (EC X) Instiutional-1 X (INST-1X) Single-family residential, vacant	**Subject Site** Employment Center X (EC X) Vacant	**East** Employment Center X (EC X) Citrus grove (Future Wal-Mart/Sam's Club)
Southwest Professional Institutional X (PIX) Single-family residential	**South** Professional Institutional X (PIX) Single-family residential	**Southeast** Employment Center X (EC X) Citrus grove (Future Wal-Mart/Sam's Club)

Nearest and Zoned Elementary, Middle, and High School

The schools zoned for the subject property are listed in Table 2 below. Because the request is for a residential use, the request will impact school concurrency. Using a gross density of 20 units per acre (the maximum density for Residential-High, as outlined in Table 4.18, Density Limits for North Ridge SAP) multiplied by 14.6 acres results in a maximum unit count of 292 units. The annual estimated demand listed below is based on this 292-unit figure.

The property is zoned for Bella Citta (Elementary/Middle), and Ridge Community Senior High.

In a letter dated April 25, 2025, School Board staff provided a concurrency analysis. Listed below are excerpts from that letter. The entire letter is included as an exhibit to this report.

Elementary School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Bella Citta (Zoned)	980	1,053	246	292 MF	36	No (-173)
Citrus Ridge (Adjacent)	517	624	297	292 MF	36	No (-190)
Horizons (Adjacent)	1,540	1,594	150	292 MF	36	No (-96)
Loughman Oaks (Adjacent)	1,179	1,420	422	292 MF	36	No (-181)

Middle School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Bella Citta (Zoned)	447	770	160	292 MF	18	Yes (+133)
Citrus Ridge (Adjacent)	582	981	200	292 MF	18	Yes (+199)

High School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Ridge Community (Zoned)	2,626	2,848	378	292 MF	22	No (-156)
Auburndale (Adjacent)	1,787	2,404	561	292 MF	22	Yes (+56)

Source: April 25, 2025, Letter from Polk County Public Schools

These tables show that there is not adequate elementary or high school capacity available to serve a development on this site at the maximum permitted density of 20 units per acre. Because the schools in this area are overcapacity, the provision of Section 703 (Concurrency), specifically Section O (School Concurrency) shall apply. The applicant may need to enter into a mitigation agreement as outlined in this section to ensure that adequate school capacity is in place.

Nearest Sheriff, Fire, and EMS Station

Polk County Fire Rescue provides Advanced Life Support transport to all residents and visitors of Polk County. Emergency response is considered effective if response times are within eight (8) minutes in rural and suburban areas and 13 minutes in urban areas.

Sherriff response times are not as much a function of the distance to the nearest sheriff's substation rather more a function of the overall number of patrol officers within the County. Priority 1 Calls are considered true emergencies, in-progress burglary, robbery, injuries, etc. Priority 2 Calls refer to events that have already occurred, such as a burglary that occurred while the homeowner was on vacation and had just been discovered.

Table 3 provides a breakdown of response times and travel distances for emergency services.

Table 3 Public Safety Information

	Name of Station	Distance	Response Time*
Sheriff	Northeast District, located at 1100 Dunson Road, Davenport	± 3 miles	P1: 12:25 minutes P2: 30:00 minutes
Fire/ EMS	Polk County Fire Rescue Station 38, located at 126 Cottonwood Drive, Davenport	±0.6 mile	3 minutes
*Source: Polk County Sheriff's Office and Public Safety *Response times are based on when the station receives the call and not from when the call is made to 911.*			

Additional information regarding Fire/EMS service is provided by Michael Linkins, CPM, Fire Rescue Division Project Coordinator:

"There is a traffic preemption system at the intersection of Cottonwood Drive and US Highway 27 that is utilized to reduce emergency response travel times and improve safety. The Cottonwood station is staffed 24/7 with career firefighters and augmented by response from surrounding Polk County fire stations and through an interlocal automatic aid agreement with the City of Haines City.

Over the last three years, there are no records of any responses to this site, but there were some to adjacent properties and the most recent response times are:

- *04/08/2025 112 Holly Village Dr 5:25 minutes*
- *03/06/25 112 Holly Village Dr 7:15 minutes*
- *02/28/25 672 Lobelia Dr 6:11 minutes*

Please note that response times can vary significantly based on many factors."

Water and Wastewater

Because development in the Transit-Supportive Development Area (TSDA) is required to connect to public water and sewer facilities, the proposed Comprehensive Plan Amendment will have an impact on these systems. According to the Polk County Utilities Data Viewer, there is an 8-inch water line and 6-inch sewer line along Holly Hill Grove Road 2, north of the site. There are no water, sewer, or reclaimed water lines along Holly Hill Grove Road 1.

A. Estimated Demand

The development of the property under the proposed land use designation may negatively impact the minimum LOS for the existing facilities. The analysis is based on a worst-case estimate for 292 apartment units (14.6 acres @ 20 units/acre).

Table 4 Estimated Water and Sewer Impact Analysis

Maximum Allowable Use: 292 multi-family residential units 14.60 Acres	Estimated Impact Analysis: Employment Center - X (ECX) to Residential-High - X (RHX) *Development Area: TSDA*	
	Current Land Use designation ECX	**Maximum Permitted Use in Proposed RHX**
Current Maximum Allowable Use	14.6 acres * (10 DU/acre = 146 DUs) 146 DUs	292 DUs
Potable Water Consumption	146 DU * 198 GPD/DU = **28,908 GPD**	292 DUs * 198 GPD/DU = **57,816 GPD**
Wastewater Generation	146 DU * 180 GPD/DU = **26,280 GPD**	292 DUs * 180 GPD/DU = **52,560 GPD**

DU – Dwelling Units; GPD – Gallons Per Day;
Source: Polk County Concurrency Manual and Polk County Utilities: multi-family @ 198 GPD Potable water and 180 Wastewater

B. Available Capacity:

Polk County Utilities is the service provider for this property, which is in the Northeast Utility Service Area. Listed below are the current flows and permitted capacity data, based on the Polk County Utilities Capacity Summary Table, compiled in June 2024:

Water

Flow - 10.654 MGD
Permit – 12,940 MGD
Northeast PWS permit increase: 2028 - 0.41 MGD from Southeast Wellfield, 2029 - 1.20 MGD from Cypress Lake Wellfield, and 2033 - 1.0 MGD from Holly Hill LFA deep well.
Sewer:

Flow - 5.459 MGD
Permit – 6.00 MGD
Northeast Regional WWTF is planned to increase permit capacity to 7.0 MGD in 2026 and 9.0 MGD in 2028.

MGD – Million Gallons per Day

Based on existing flows and future improvements, there should be sufficient capacity to serve a 202-unit apartment project.

C. Planned Improvements:

Other than the capacity improvements for the Northeast Utility Service Area already mentioned, there are no planned improvements to utilities in this area.

Roadways/ Transportation Network

The Polk County Transportation Planning Organization (TPO) monitors traffic congestion on over 425 roadway segments (950 directional links). The data identifies both daily and peak hour traffic volumes. The peak hour traffic volumes are used to estimate the level-of-service for each roadway, in each direction. Level-of-service refers to the quality of traffic flow. It is the primary measure of

traffic congestion. Level-of-service (LOS) is measured on a scale of 'A' to 'F' with LOS 'A' being the best (free-flow traffic) and LOS 'F' being the worst (severe traffic congestion).

The proposed Comprehensive Plan Amendment is anticipated to affect surrounding roadways or transportation network. The Amendment will not change the LOS below the minimum established standards because the LOS standard of "D" for this portion of US 27 has already been exceeded.

A. Estimated Demand

Table 5, following this paragraph, shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate. The analysis is based on a worst-case estimate for 292 apartment units (14.6 acres @ 20 units/acre).

Table 5 Estimated Transportation Impact Analysis

Maximum Allowable Use: **292 multi-family residential units** **14.60 Acres**	Estimated Impact Analysis: Employment Center - X (ECX) to Residential-High - X (RHX) *Development Area: TSDA*	
	Current Land Use designation **ECX**	**Maximum Permitted Use in Proposed** **RHX**
	14.6 acres * (10 DU/acre = 146 DUs) 146 DUs	292 DUs
Average Annual Daily Trips (AADT)	146 DU * 4.54 trips/DU = **663 AADT**	292 DU * 4.54 trips/DU = **1,326 AADT**
PM Peak Hour Trips	146 DU * .39 trip/DU = **57 AADT**	292 DU .39 trip/DU = **114 AADT**

Source: Concurrency Manual and Table for Minor Traffic Study –Multi-family (mid-rise) Between three and ten floors) – 4.54 AADT per unit and .39 PM Peak Hour per unit 100% new trips

B. Available Capacity:

US 27, located east of the site, does not have available capacity to serve this development. The roads surrounding the subject site should have sufficient capacity available, depending on the eventual use and full build out of the site. The Polk Transportation Planning Organization (TPO) monitors certain roadways based on maximum approved traffic in comparison to current vehicle trips to determine what capacity is available.

Table 6, charts the generalized available capacity of the closest links that is monitored in the Roadway Network Database:

Table 6 Available Capacity

Link #	**Road Name**	**Current Level of Service (LOS)**	**Available PM Peak Hour Capacity**	**Minimum LOS Standard**	**5-Year Peak Hour Projected LOS**
5110N	US 27 From CR 547 to I-4	F	-285	D	F
5110S	US 27 From CR 547 to I-4	F	-155	D	F

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database January 17, 2025

As identified above, this portion of US 27 does not have sufficient PM peak hour capacity to support future development activity at the maximum permitted density of 20 units per acre. Because US 27 is overcapacity, the provision of Section 703 (Concurrency), specifically Section N (Transportation Proportionate Fair-Share Program) shall apply. The applicant may need to enter into a mitigation agreement as outlined in this section to ensure that the impacts of development on transportation facilities are mitigated.

C. Roadway Conditions

Holly Hill Grove Road 2 is a County-maintained Urban Collector with a surface width of 20 feet, and a Pavement Condition Index of "Fair."

Holly Hill Grove Road 1 is a County-maintained Local Residential road. Although listed in the Polk County Road Inventory as unpaved with an unspecified pavement width, the road has a hardened surface which is estimated to be 18 feet wide. No Pavement Condition Index information is available for this road.

Portions of Holly Hill Grove Road 1, east of the site, were closed on November 20, 2024, as part of the development of the Wal-Mart and Sam's Club project. This road was subsequently shortened by 1,364 feet.

D. Planned Improvements:

There are no known improvements proposed in this area.

E. Mass Transit

There is transit within a reasonable distance of the site. The closest route is Route 20X – Haines City/Davenport Express. This route travels on US 27, which is about .3 miles east of the site. Based on a review of Google Maps, no bus stops were identified along the west side of US 27 within ¼ mile of the US 27/Holly Hill Grove Road 2 intersection.

F. Sidewalks

There is a sidewalk along the north side of Holly Hill Grove Road 2, next to the Aventon Grove Apartments. No sidewalks currently exist along Holly Hill Grove Road 1.

Park Facilities and Environmental Lands:

There are limited County Park facilities in this area. The Loma Linda Park is a County owned facility, and is 3.88 miles northeast of the site. Further to the northeast is the Loughman Park, located 6 miles northeast of the site, and the Northeast Regional Park is located 9 miles north of the site on the east side of US 27.

A. Location:

The Loma Linda Park is located at 169 Alta Vista Court, Davenport. 33837. The Loughman Park is at 6302 Old Kissimmee Road, Davenport, 33896, and the Northeast Regional Park is located at 50901 US 27, Davenport, 33897.

B. Services:

The Loma Linda Park contains a playground. The Loughman Park has a playground with swings and slide. It also has a covered picnic pavilion, soccer and basketball fields, and leagues utilize the park. The Northeast Regional Park includes six artificial turf multipurpose fields for soccer, football and lacrosse, four artificial turf baseball/softball fields, league play, a concession stand, playground, tennis courts, racquetball courts, basketball courts, a screened-in pavilion (which is available to rent), picnic shelters, an exercise trail and a dog park. It also features a boat launching site and bank and pier fishing.

C. Multi-use Trails:

The eastern boundary of the Hilochee Wildlife Management Area Osprey Unit, a 6,093-acre site, is located .75 miles west of the site. This area has improved roads that are available for hiking, plus trails that are not accessible for vehicles. The closest trailheads (for the East and Corridor Trails) within this Area that is located at the end of Home Run Boulevard, 1.33-miles (straight-line distance) northwest of the site.

Environmental Lands:

The subject site is .38 miles east of property identified as part of the Green Swamp Land Authority Land Protection Agreement. It also has a conservation easement, according to the Polk County Property Appraiser. The property is also in a potential Network Connection for Natural Areas and Parks, based on the Polk Green Districts Map.

Environmental Conditions

The site is undeveloped and consists of vacant pasture and former citrus groves. There are no wetlands or flood zones on the site, nor are there protected species that have been identified. The site consists of Candler fine sand, a soil with slight limitations for septic tank usage and dwellings without basements.

The site is also within the Green Swamp Area of Critical State Concern. The site is also located within the Ridge Special Protection Area (SPA), as contained in Appendix 2.132 (Critical Area Resource Management Plan) and Section 2.132-B (Ridge Special Protection Area (Ridge SPA)) of the Comprehensive Plan. These provisions have additional development regulations and standards, such an open space requirement of 40%, to ensure protection of the natural resources in this area.

A. Surface Water:

Based on a review of aerial photos and a site visit, there are no surface water features on this site. The elevation of the site is varied but generally slopes to the north. Elevations range from a high of 190 feet at the center of the site, sloping downward to an elevation of 179 feet at the northwest of the property, and 172 feet at the in the southwest corner of the site.

B. Wetlands/Floodplains:

There are no wetlands of floodplains on this site.

C. Soils:

The site is comprised of Candler fine sand. This soil has slight limitations for septic tanks and dwellings without basements, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey.

Table 7, below, lists the soils associated with the subject site.

Table 7 Soils

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to Dwellings without Basements**	**% of Site** *(approximate)*
Candler fine sand	Slight	Slight	100%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service

Any future development of the site will be subject to Section 2.303: "Soils" of the County's Comprehensive Plan (in conjunction with the Land Development Code) which requires all development to implement Best Management Practices based on the Department of Environmental Protection's (DEP) Florida Development Manual.

D. Protected Species

According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is not located within a mile of an eagle's nest, rookery, or protected animal species. Prior to site clearing or grubbing, the applicant shall hire a qualified professional to conduct a site survey/walkover to ensure that 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:

Based on information received from the Secretary of State's Department of Historical Resources office, there are no archeological or historic resources on the site.

F. Wells (Public/Private)

The site is not within a Wellfield Protection District.

G. Airports:

This property is not within an Airport Impact District.

Economic Factors:

Construction of buildings and site development activities create temporary jobs. Any new residential development that occurs at this site will need more goods and services, thereby generating more economic activity.

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

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.	
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.	Most of the adjacent properties are developed with residential uses, with an apartment complex directly north of the site.
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.	
POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable); e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways;	Most of the adjacent properties are developed with residential uses, with an apartment complex directly north of the site. East of the site, there are proposed commercial uses. The recent closure of portions of Holly Hill Grove Road 1 also reduce the viability of the site for Employment Center uses, and therefore make it more appropriate for residential.

Comprehensive Plan Policy	Consistency Analysis
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-A3 lists the allowed land use categories that are 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.	The proposed Residential-High designation is permitted in the TSDA.
POLICY 2.119-A2, Location Criteria, states that residential land use categories shall be established throughout the County with consideration being given to the following criteria: a. Access to county-maintained roads or roads constructed to County standards. b. Proximity to Activity Centers. c. Adequacy of water and sewage disposal systems (public and private). d. Adequacy and response time for public safety services - fire, police, and emergency medical service. e. Adequacy of recreation facilities. f. Proximity of incompatible land uses. g. Development limitations, and, h. Urban Sprawl Criteria set forth in POLICY 2.102-A10.	The site has access to a county-maintained road, has adequate water and sewer capacity available, adequate response time for public safety services, and is in an area planned for urban development. The recent closure of portions of Holly Hill Grove Road 1, east of the site, results in the site being more appropriate for residential (due to the now more restrictive access).

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.120-E3, Location Criteria, states that Residential-High areas shall be located only within TSDAs, UGAs, and UEAs and may be located within Activity Centers. The placement of Residential-High shall be evaluated based on the general criteria listed in Policy 2.119-A2.	The proposed Residential-High (X) request will be in an TSDA.
SECTION 2.132-B - RIDGE SPECIAL PROTECTION AREA (RIDGE-SPA). POLICY 2.132-B2: DEVELOPMENT AREAS - The RIDGE-SPA shall have the following Development Areas as depicted on the County's Development Area Map: a. Transit Supportive Development Area. b. Urban-Growth Area. POLICY 2.132-B3: LAND-USE CATEGORIES - The following land-use categories shall be permitted within the RIDGE-SPA except that the activity centers listed below in the Ridge SPA shall be located at the intersection of arterials and collectors or two arterials: A. Activity Centers: 1.Business-Park Center 1 X (BPCX). 2.Tourist Commercial Center 1 X (TCCX). 3.Town Center (TC). 4.Office Center 1 X (OCX) 5.Employment Center 1 X (ECX). 6.Neighborhood Activity Center (NACX). 7.Professional Institutional 1 X (PIX). 8.Community Activity Center 1 X (CACX). 9.Regional Activity Center [3]X (RACX) b. Residential: 1.Residential-Low (RL). 2.Residential-Medium (RM). 3.Residential-High (RH).	The subject property for Residential-High is within the RIDGE-SPA.

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

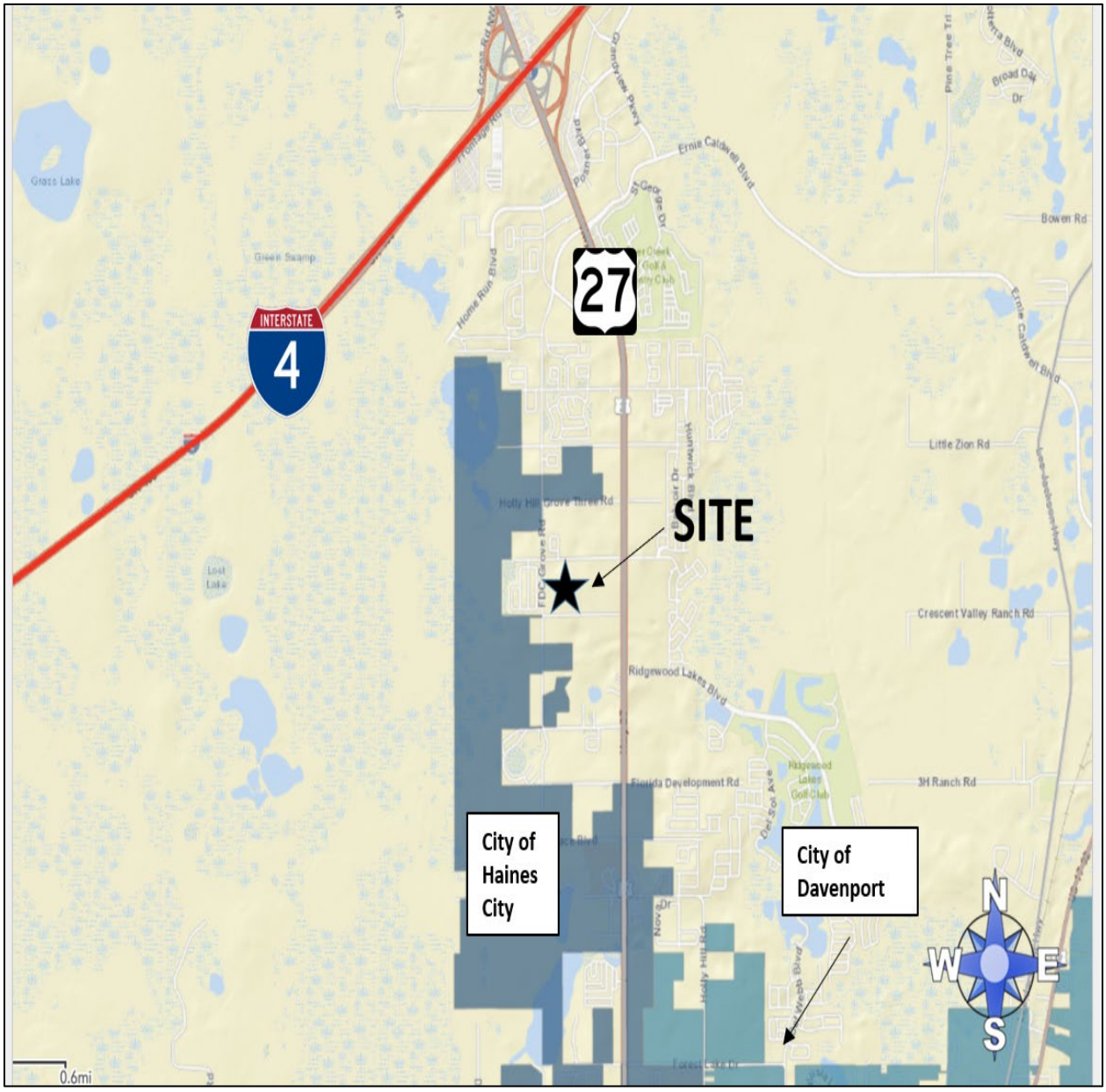
Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	**Sections where referenced in this report**
a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Summary of analysis
b. *Allows a significant amount of urban development to occur in rural areas.*	Summary of analysis
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Summary of analysis, surrounding Development, compatibility
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Summary of analysis, surrounding Development, compatibility
e. *Fails to adequately protect adjacent agricultural areas.*	Compatibility with Surrounding Land Uses
f. *Fails to maximize existing public facilities and services.*	Summary of Analysis, Infrastructure
g. *Fails to minimize the need for future facilities and services.*	Summary of Analysis, Infrastructure
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Summary of Analysis, Infrastructure
i. *Fails to provide a clear separation between urban and rural uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Summary of Analysis, Compatibility with Surrounding Land Uses
k. *Fails to encourage an attractive and functional mixture of land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
l. *Will result in poor accessibility among linked or related land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
m. *Results in the loss of a significant amount of open space.*	Summary of Analysis, Compatibility with Surrounding Land Uses

Comments from other agencies

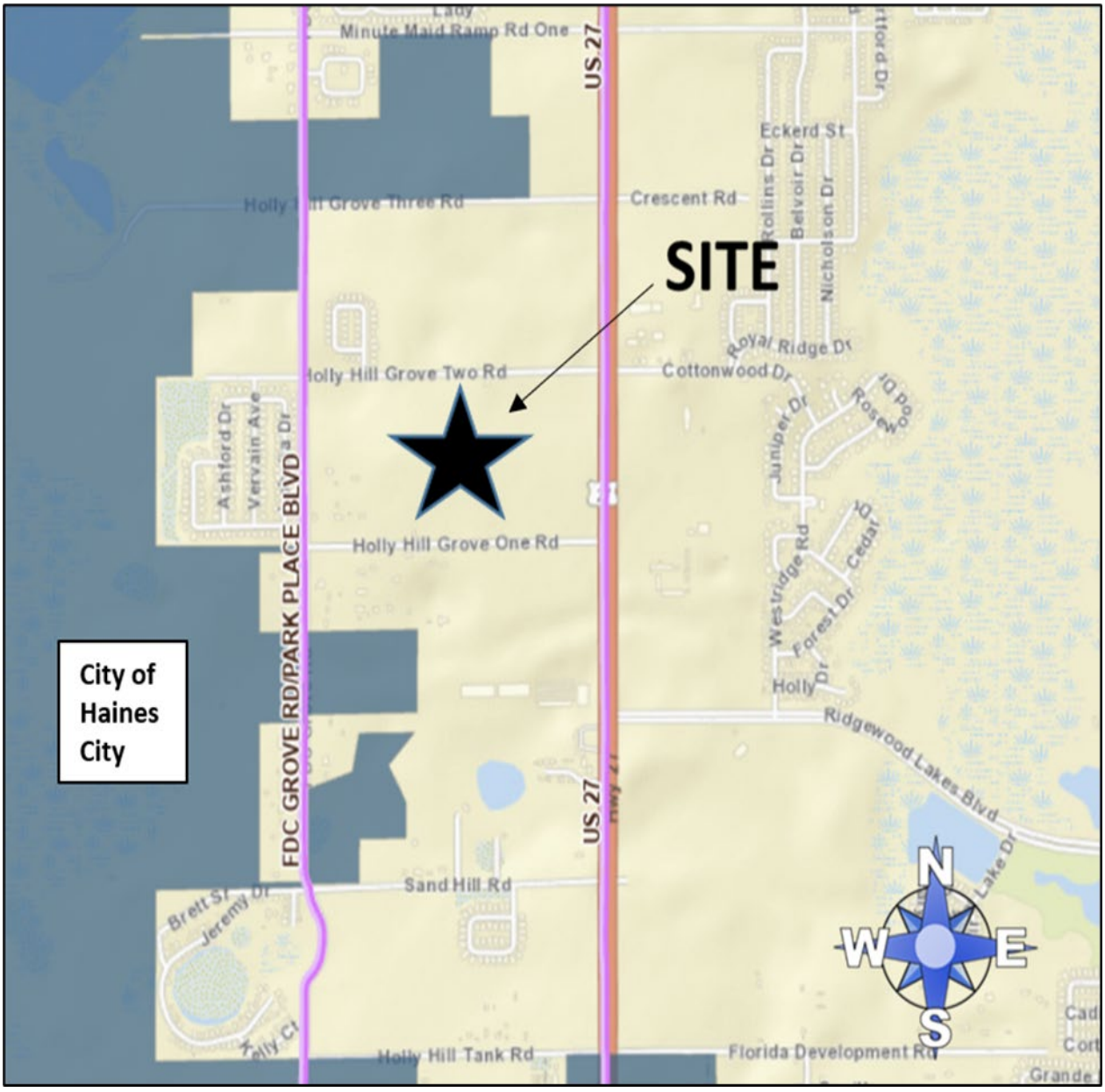
Letter dated April 25, 2025 from Polk County Public Schools

Exhibits:

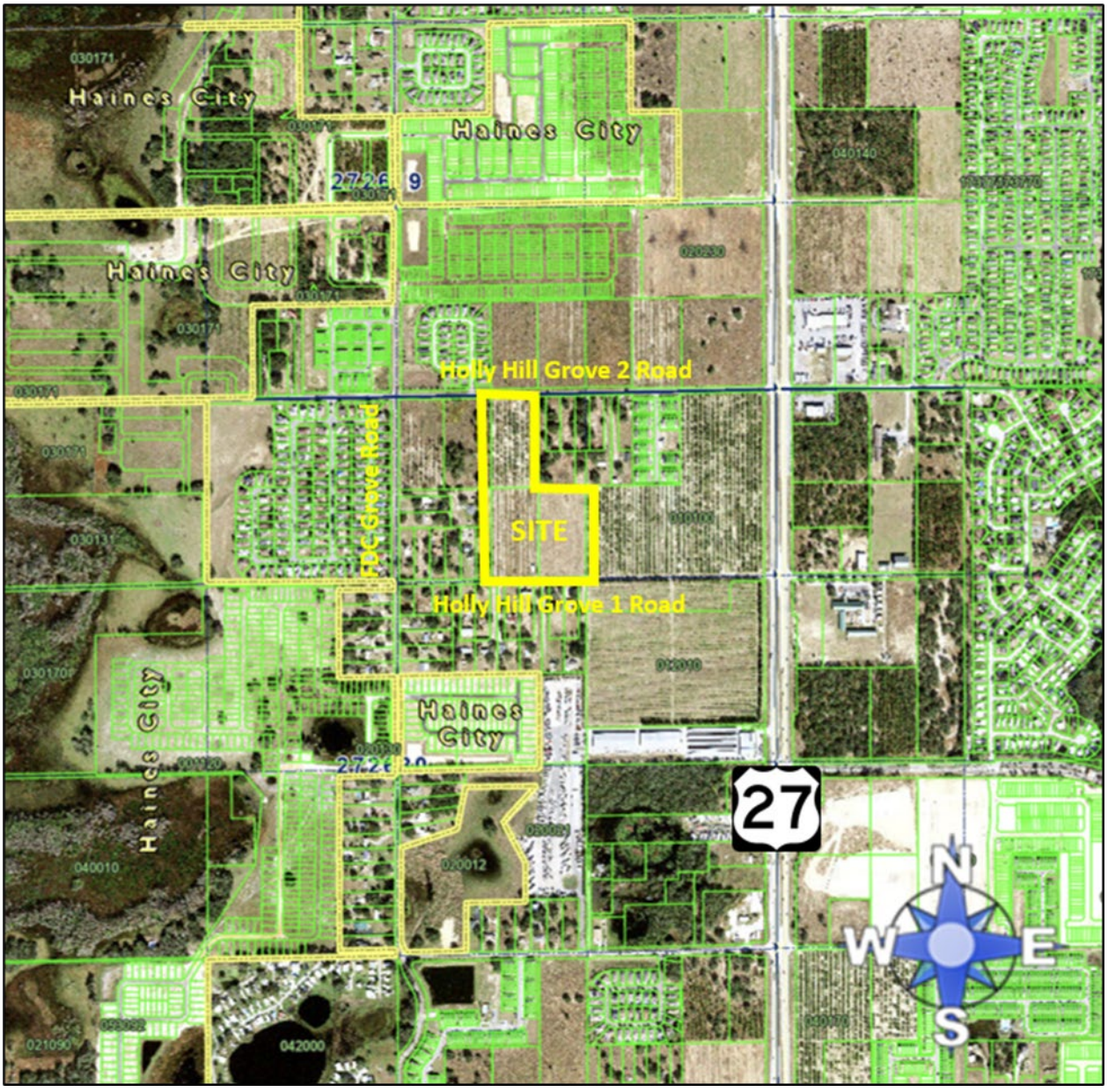
Exhibit – 1 Location Map (Context)
Exhibit – 2 Location Map (Detailed)
Exhibit – 3 2023 Aerial Photo (Context)
Exhibit – 4 2023 Aerial Photo (Detailed)
Exhibit – 5 Current Future Land Use Map
Exhibit – 6 Proposed Future Land Use Map
Exhibit – 7 Letter from Polk County Public Schools
Exhibit – 8 List of Permitted and Conditional Use in the Residential-High – X (RHX) District



Location Map (Context)

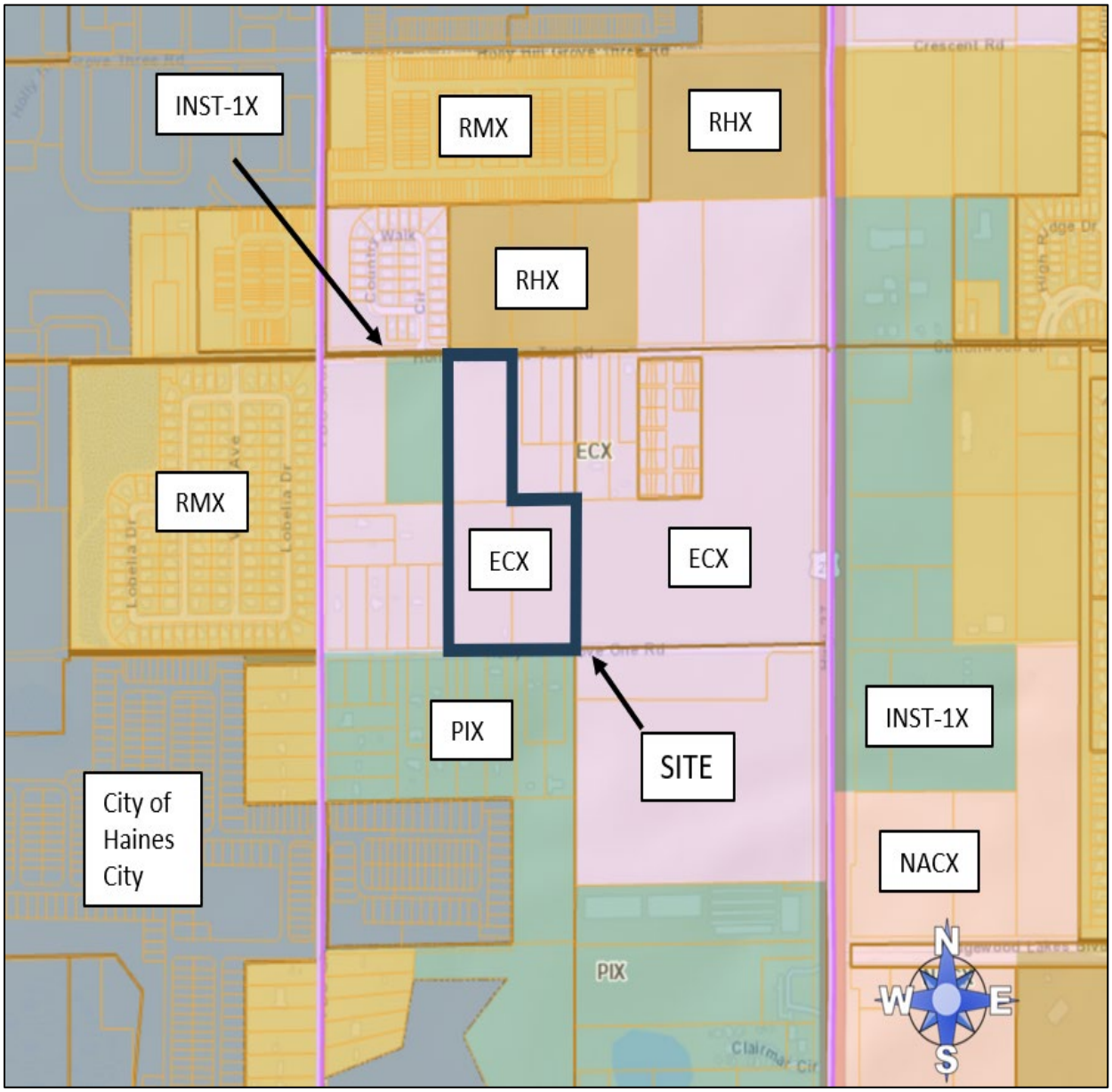


Location Map (Detailed)

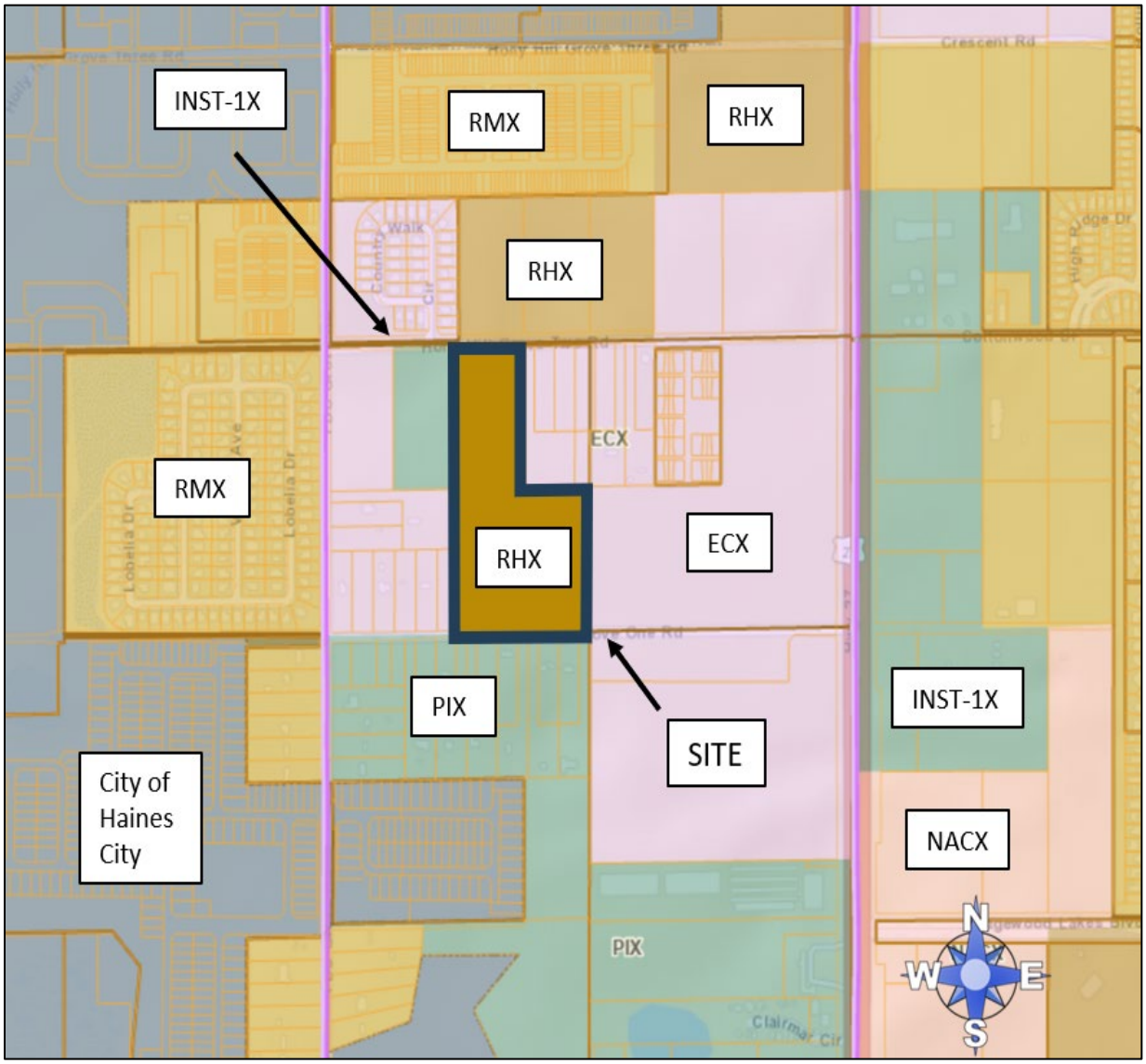


2023 Aerial Photo (Context)

2023 Aerial Photo (Detailed)



Current Future Land Use Map



Proposed Future Land Use Map

POLK COUNTY PUBLIC SCHOOLS

BOARD MEMBERS

Dr. William Allen
Board Chair
District 1

Justin Sharpless
Board Vice-Chair
District 6

Travis L. Keyes
District 2

Rick Nolte
District 3

Sara Beth Wyatt
District 4

Kay Fields
District 5

Lisa Miller
District 7

ADMINISTRATION

Frederick R. Heid
Superintendent

April 25, 2025

PCSB: NB2025-042502

Daly Design Group
Attn: William Maki
913 N Pennsylvania Ave
Winter Park, FL 32789
(407) 740-7373
Email: BMaki@dalydesign.com

Dear William Maki:

This letter is in response to your request for a **non-binding school concurrency determination** for the proposed **GPK HHG2** project located on parcel numbers 272630-708000-010030, 272630-708000-010130, and 272630-708000-010140. Currently, there is insufficient capacity at the zoned elementary and adjacent zoned schools. There is available capacity at the zoned middle school. There is insufficient capacity at the zoned high school; however, there is adequate capacity in the adjacent zoned school. **If this application were seeking Binding Concurrency, this letter would serve as a finding of inadequate capacity to serve the proposed development.** This development would need to either wait for capacity to become available or enter into a mitigation agreement. Please see the table below for concurrency analysis. Please see the table below for concurrency analysis.

Elementary School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Bella Citta (Zoned)	980	1,053	246	292 MF	36	No (-173)
Citrus Ridge (Adjacent)	517	624	297	292 MF	36	No (-190)
Horizons (Adjacent)	1,540	1,594	150	292 MF	36	No (-96)
Loughman Oaks (Adjacent)	1,179	1,420	422	292 MF	36	No (-181)

Middle School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Bella Citta (Zoned)	447	770	160	292 MF	18	Yes (+133)
Citrus Ridge (Adjacent)	582	981	200	292 MF	18	Yes (+199)

STUDENTS FIRST

1915 S. Floral Ave. Bartow, FL 33830 | P.O. Box 391 Bartow, FL 33831 | 863-534-0500 | polkschoolsfl.com

Letter from Polk County Public Schools

(Page 1)

High School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Ridge Community (Zoned)	2,626	2,848	378	292 MF	22	No (-156)
Auburndale (Adjacent)	1,787	2,404	561	292 MF	22	Yes (+56)

The School Board of Polk County has encumbered the available capacity **pending** the certificate of concurrency from Polk County Land Development.

Prior to Polk County Land Development's issuance of a final development order **(approved Level 2)**, the seats will be reserved for a period of 18 months in accordance with Section 4.E.2 (a & d) below of the adopted Interlocal Agreement for Public School Facilities Planning.

Once the final development order has been issued by the city, the development must have proceeded to the horizontal construction phase prior to the end of the eighteen (18) month period for reserved capacities and the agreement to remain valid. At a minimum, this construction shall include rough lot grading consistent with an approved Water Management District Stormwater Permit. The construction phase shall exclude model homes.

4.E.2d. If the development does not proceed to construction with the specified period and school concurrency lapses, then the applicant may request the affected local government to issue a renewed certificate of school concurrency. As part of this request, the applicant must confirm that relevant project information remains the same as previously submitted or provide updated project details. The local government will renew the certificate of school concurrency if the School Board determines that there continues to be adequate school capacity to serve the proposed development subject to the provisions of 4.E.1.

After the eighteen (18) month period, if the governing municipality withdraws, terminates, or suspends the concurrency, then the applicant must reapply for school capacity determination. Please call the facilities planning and real estate department at 863-534-0620 ext. 581 or email at planning@polk-fl.net if you need any further assistance.

Sincerely,

POLK COUNTY PUBLIC SCHOOLS
STUDENTS FIRST

Malissa Celestine | Senior Coordinator Facilities Planning
Facilities Planning & Real Estate Department | Polk County Public Schools
1909 South Floral Avenue, Bartow, FL 33830
T: (863)-534-0620 x 313 / Malissa.Celestine@polk-fl.net

c: Ben Dunn, Director of Planning & Development- Polk County BoCC benjamindunn@polk-county.net
Benjamin Ziskal, Director of Land Development - Polk County BoCC benjaminziskal@polk-county.net
Erik Peterson, Planning Administrator- Polk County BoCC erikpeterson@polk-county.net
Rita Karacson, Development Coordination Supervisor- Polk County BoCC ritakaracson@polk-county.net

Letter from Polk County Public Schools

(Page 2)

	Technical Staff Review – Level 1 & 2	Public Hearing (s) Required – Level 3 & 4
Mixed Uses		Planned Development, C3; Residentially-Based Mixed-Use Development, C3; Transitional Area Development, C3
All Other Uses	Duplex, Two-Family Attached, P; Group Home, Small (6 or less residents), C1; Group Home, Large (7-14 residents), C1; Group Living Facility (15 or more residents), C2; Mobile Homes, Individual, C1; Multifamily, C2; Residential Infill Development, C2; Adult Day Care Center (7 or more clients), C2; Emergency Shelter, Small (6 or less residents), C1; Emergency Shelter, Medium (7-14 residents), C1; Emergency Shelter, Large (15 or more residents), C2; Golf Course, C1; Nursing Home, C2; Recreation, Passive, C1; Recreation, Low Intensity, C2; Recreation, High Intensity, C3; Religious Institution, C2; School, Elementary, C2; School, Middle, C2; School, High, C2; Utilities Class I, P; Utilities Class II, C1	Short Term Rental Unit, C3; Agricultural Support, On-site, C3; Agriculture Transfer, Packing, On-site, C3; Bed and Breakfast, C3; Childcare Center, C3; Communication Towers, Monopole, C3; Communication Towers, Guyed and Lattice, C3; Community Center, C3; Cultural Facility, C3; Governmental Facility, C3, Helistops, C3; Mining, Non-Phosphate, C4; Recreation, High Intensity, C3; School, Leisure/Special Interest, C3; School, University/College, C3; Utilities, Class III, C3

Residential-High – X Uses

(per Table 4.16 of the North Ridge SAP)

ORDINANCE NO. 25 -____

AN ORDINANCE OF POLK COUNTY, FLORIDA, ADOPTING LDCPAL 2025-1; AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN; ORDINANCE 92-36, TO CHANGE THE FUTURE LAND USE MAP DESIGNATION ON 14.6 ACRES FROM EMPLOYMENT CENTER X (ECX) TO RESIDENTIAL-HIGH X (RHX). THE SUBJECT SITE IS LOCATED ON THE WEST SIDE OF US 27, SOUTH OF HOLLY HILL GROVE 2 ROAD, NORTH OF HOLLY HILL GROVE 1 ROAD, EAST OF THE CITY OF HAINES CITY, IN SECTION 30, TOWNSHIP 26, RANGE 27; 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 163.3184, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Large-Scale Comprehensive Plan Amendments; and

WHEREAS, LDCPAL 2025-1 is an applicant-initiated amendment to change 14.6 Acres from Employment Center X (ECX) to Residential-High X (RHX) (the "Amendment"); 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 Amendment on July 9, 2025; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners on August 5, 2025, held an initial public hearing and authorized transmittal of the Amendment to the Department of Commerce for written comment, and

WHEREAS, FLORIDA COMMERCE, by letter dated October 13, 2025, transmitted objections, recommendations, and comments on the Amendment; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the Amendment on December 16, 2025; and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearings, and provided for necessary revisions, if any; and

WHEREAS, the Board of County Commissioners has considered the data and analysis contained with the staff report; and

WHEREAS, the Amendment is consistent with Chapter 163, FS, and the Polk County Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED by the Polk County Board of County Commissioners:

SECTION 1: LEGISLATIVE FINDINGS OF FACT

The findings of fact set forth in the recitals to this Ordinance are true and correct and hereby adopted.

SECTION 2: COMPREHENSIVE PLAN TEXT 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 District for parcels 27-26-30-708000-010030, 27-26-30-708000-010130, and 27-26-30-708000-010140, and as legally described below and graphically depicted as referenced in Attachment "A" of this ordinance, for 14.6 Acres from Employment Center X (ECX) to Residential-High X (RHX), legally described as:

PARCEL IDENTIFICATION NO. 27-26-30-708000-010030

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACT 3 INNE1/4 LESS R/W PER MB 22 PG 1-7

PARCEL IDENTIFICATION NO. 27-26-30-708000-010130

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACT 13 IN NE1/4

PARCEL IDENTIFICATION NO. 27-26-30-708000-010140

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACT 14 IN NE1/4

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

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Florida Department of Commerce posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

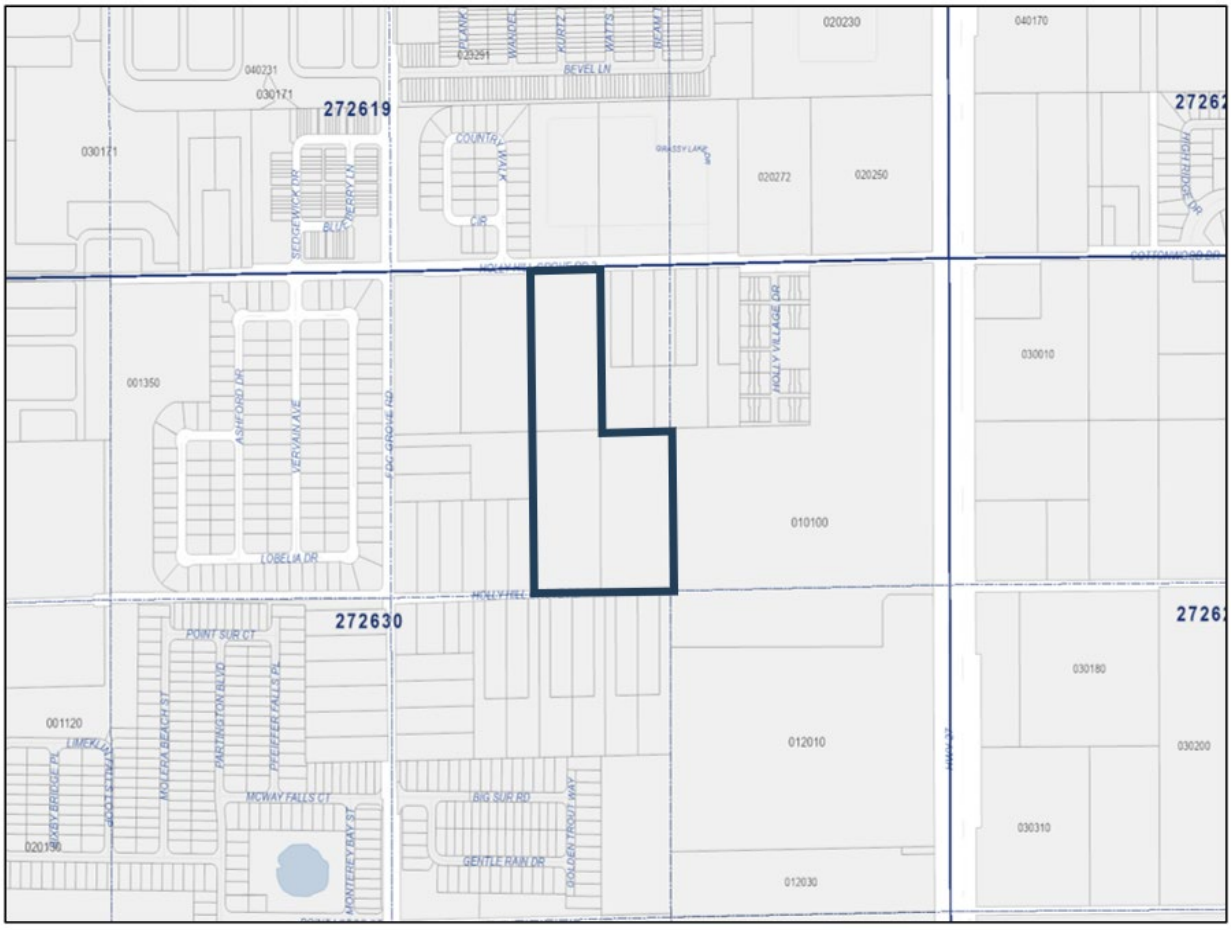
SECTION 5: FILING WITH THE DEPARTMENT OF STATE:

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 16th day of December 2025.

ATTACHMENT "A"

LDCPAL 2025-1
Development Area: Transit-Supportive Development Area (TSDA)
Location: West side of US 27, north of Holly Hill Grove 2 Road, South of Holly Hill Grove 1 Road, East of the City of Haines City.
Section 30, Township 26, Range 27



www.polk-county.net

LEVEL 4
LAND DEVELOPMENT CODE
COMPREHENSIVE PLAN
AMENDMENT APPLICATION

Office of Planning and Development
Land Development Division
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
Phone (863)534-6792
FAX (863) 534-6407

TYPE OF AMENDMENT

Land Development Code ( ) Text ( ) Sub-district

Comprehensive Plan ( ) Text (✓) Large Scale Map ( ) Small Scale Map

Is property in a Selected Area Plan (SAP) (✓) Yes ( ) No

SAP Name NORTH RIDGE SAP

Pre Application Project # LDDR2025-23 **(Required)**

	Owner	Applicant	Contact Person
Name	OAK BEND INVESTMENTS & LYNNWAY ARMSTRONG LLC	DALY DESIGN GROUP	BILL MAKI
Work Number	321-209-6888	407-740-7373	407-740-7373
Fax Number	NA	NA	NA
Mailing Address	8615 COMMODITY CIR, STE 17, ORLANDO FL 32819	913 N PENNSYLVANIA AVE, WINTER PARK FL. 32789	913 N PENNSYLVANIA AVE, WINTER PARK FL. 32789
Email	TS@GPKHOLDINGS.COM	BMAKI @DALYDESIGN.COM	BMAKI @DALYDESIGN.COM

If additional contacts, please list on a separate sheet and submit with application.

Brief Description Request *(No more than 250 characters)*:

REQUEST TO AMEND THE EXISTING FLU FROM ECX TO RHX FOR MULTI-FAMILY RESIDENTIAL

Request **From:** ECX Land Use/Sub-District

To: RHX Land Use/Sub-District

Acreage: 14.61

	Range	Township	Section	Subdivision #	-	Parcel #
Parcel ID Number(s):	R27	T26	S 30	708000	-	010030 .
			(Include others on a separate attachment)			
	R27	T26	S 30	708000	-	010130 .
	R27	T26	S 30	708000	-	010140 .
	R	T	S		-	.

Address and Location of Property:

HOLLY HILL GROVE ROAD 2, DAVENPORT FL. 33837

Water Provider Name and Phone Number: POLK COUNTY UTILITIES .

Sewer Provider Name and Phone Number: POLK COUNTY UTILITIES .

(✓) Yes ( ) No Is the property located in the Green Swamp Area of Critical State Concern? *(If yes, a Green Swamp Impact Assessment Statement must be submitted with this application.)*

Identify existing uses and structures on subject and surrounding properties (e.g. vacant, residential # du/ac, commercial approx. square feet, etc.):

SINGLE FAMILY RESIDENTIAL / COUNTRY WALK ESTATES **NW**	VACANT / NO STRUCTURES **N**	VACANT / NO STRUCTURES **NE**
SINGLE FAMILY RESIDENTIAL **W**	VACANT / POLE BARN **Subject Property**	VACANT / NO STRUCTURES **E**
SINGLE FAMILY RESIDENTIAL **SW**	SINGLE FAMILY RESIDENTIAL **S**	VACANT / NO STRUCTURES **SE**

Approval of this application does not waive any other applicable provisions of the Polk County Land Development Code, the Polk County Comprehensive Plan, the Polk County Utility Code which are not part of the request for this application, nor does approval waive any applicable Florida Statutes, Florida Building Code, Florida Fire Prevention Code, or any other applicable laws, rules, or ordinances, whether federal, state or local. The applicant has the obligation and responsibility to be informed of and be in compliance with all applicable laws, rules, codes and ordinances.

I, WILLIAM MAKI (print name), the owner of the property which is the subject of this application, or the authorized representative of owner of the property which is the subject of this application, hereby authorize representatives of Polk County to enter onto the property which is the subject of this application to perform any inspections or site visits necessary for reviewing this application. I understand that representatives of Polk County are not authorized to enter any structures dwellings which may be on the property.

This item has been electronically signed and sealed by William Maki, Registered Florida Landscape Architect #LA 6667648 on the date / times stamp shown using a digital signature

Printed copies of this document are not considered signed and sealed and the signature must be verified on any / all electronic copies.

Digitally signed by William G Maki
Date: 2025.05.08 10:33:00 -04'00'

05.08.2025

P ...owner's authorized representative. Date:

GPK
HOLLY HILL GROVES 2
COMPREHENSIVE PLAN
AMENDMENT

PREPARED
MARCH 2025
REVISED
MAY 2025

daly design group
Urban Planning · Landscape Architecture · Project Management
913 N Pennsylvania Ave, Winter Park, Florida 32789
Phone 407.740.7373 · www.dalydesign.com

Property Identification Numbers		Property Owners
Parcel Number	Alternate Key	
27-26-30-708000-010030	10030	Oak Bend Investment LLC 8615 Commodity Cir Ste 17 Orlando, FL 32819
27-26-30-708000-010130	10130	Oak Bend Investment LLC 8615 Commodity Cir Ste 17 Orlando, FL 32819
27-26-30-708000-010140	10140	Lynnway Armstrong LLC 8018 King Palm Cir Kissimmee, FL 34747

Consultant Team:

Applicant / Urban Planner:
Daly Design Group
913 N Pennsylvania Ave
Winter Park, FL 32789
Contact: Mr. William Maki
Email: bmaki@dalydesign.com

Traffic Engineer:
Raysor Transportation Consulting
19046 Bruce B. Downs Blvd, Suite 308
Tampa, FL 33647
Contact: Mr. Michael D. Raysor
Email: mdr@raysor-transportation.com

Environmental Consultant:
Bio-Tech Consulting Inc
3025 East South Street
Orlando, FL 32803
Contact: Mr. Steve Butler
Email: steve@bio-techconsulting.com

Surveyor:
Johnston's Surveying LLC
900 Cross Prairie Parkway
Kissimmee, FL 34744
Contact: Mr. Richard Brown
Email: rick@jsurveying.com

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1.3 Amendment Parcels: 6
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1.5 Existing Conditions: 9
1.6 Adjacent Uses: 9
1.7 Consistency with the 2045 Comprehensive Plan: 15
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Table of Appendix:

A. School Board of Polk County Capacity Determination

B. Conceptual Land Use Plan – Daly Design Group

C. Traffic Impact Assessment – Raysor Transportation Consulting

1.1 Project Location:

The subject site is approximately 14.61 acres and is adjacent to the south right of way line of Holly Hill Grove Rd 2 and west of US HWY 27 (Exhibit 1).

Primary access to the project shall be provided via Holly Hill Grove Rd 2.

1.2 Legal Description:

TRACT 3 IN THE NE 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

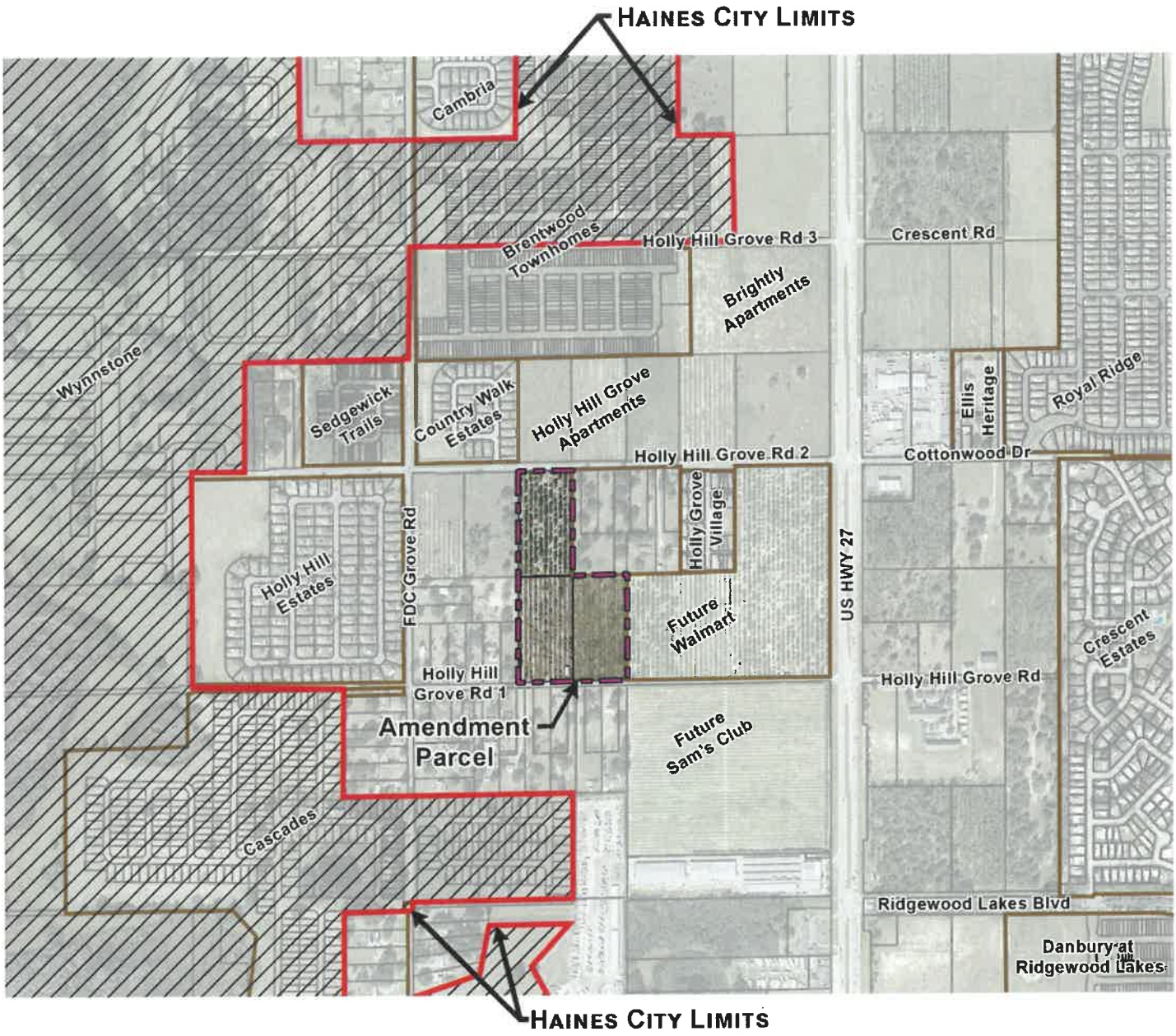
LESS FOR ROAD RIGHT OF WAY.

TOGETHER WITH

TRACT 13 IN THE NE 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA, IN PLAT BOOK 3, PAGES 60 THROUGH 63 INCLUSIVE.

TOGETHER WITH

TRACT 14, IN THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE(S) 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.



GPK HHG2
Polk County, Florida

Exhibit 1
Location Map

NORTH

daly design group
Urban Planning · Landscape Architecture · Project Management
913 N Pennsylvania Ave, Winter Park, Florida 32789
Phone 407.740.7373 · www.dalydesign.com
Job No.: 25201 Scale: nts Date: 03.20.2025

1.3 Amendment Parcels:

The subject site contains a total of three (3) parcels and has an existing Future Land Use (FLU) designation of Polk County Employment Center (ECX), which permits the development of activity centers to facilitate light assembly, office and research parks, low impact commercial and other businesses. (Alt Key 10030, 10130, 10140) (Exhibit 2). The applicant is requesting to amend the existing Future Land Use from Polk County Employment Center (ECX) to Polk County Residential High (RHX) (Exhibit 3).

1.4 Project Overview:

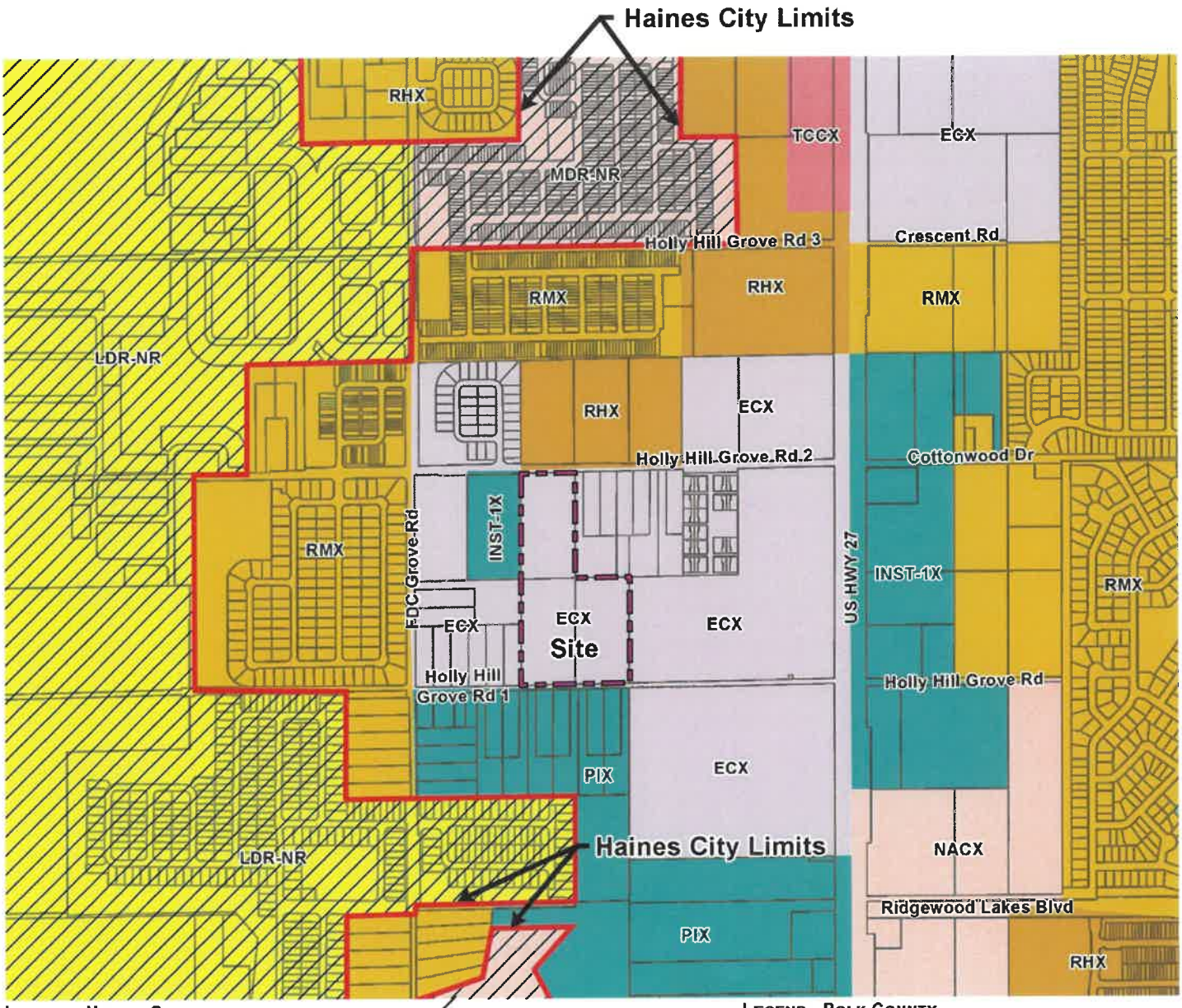
The overall site is comprised of three (3) tax parcels with a total acreage of approximately 14.61 acres. See Table 1.4.1. All three (3) parcels have an existing Future Land Use designation of Polk County Employment Center (ECX), and are within the Ridge Special Protection Area, North Ridge Selected Area Plan, Transit Supportive Development Area, and Green Swamp Protection Area.

The Applicant is requesting to amend the Future Land Use on the three (3) subject parcels from Employment Center (ECX) to Residential High (RHX) (Exhibit 3) in order to develop a maximum of (292) multi-family units (20 Du/Ac). The subject site's current Future Land Use designation of Employment Center (ECX) permits a maximum of 445,488 square feet (0.7 FAR) of commercial development. The Applicant's requested Future Land Use designation of Residential High (RHX) requires a minimum of 103 dwelling units (7 Du/Ac) to a maximum of 292 dwelling units (20 Du/Ac).

The proposed community will be developed consistent with Polk County Land Development Code (LDC). Stormwater retention will be provided on-site. The stormwater management system will be designed and constructed consistent with Polk County and Southwest Florida Water Management District (SWFWMD) standards. Recreation for the GPK HHG2 Community shall be provided in the form of community recreation areas that may include passive and active recreation opportunities. Open space tracts and buffers shall be provided consistent with the Polk County LDC.

Table 1.4.1

Property #	Alternate Key	City / County	Existing Future Land Use	Requested Future Land Use
Amendment Parcel				
27-26-30-708000-010030	010030	County	Employment Center (ECX)	Residential High (RHX)
27-26-30-708000-010130	010130	County	Employment Center (ECX)	Residential High (RHX)
27-26-30-708000-010140	010140	County	Employment Center (ECX)	Residential High (RHX)



LEGEND - HAINES CITY

- LDR-NR
- MDR-NR

LEGEND - POLK COUNTY

- ECX - EMPLOYMENT CENTER
- INST-1X - INSTITUTIONAL
- NACX - NEIGHBORHOOD ACTIVITY CENTER
- PIX - PROFESSIONAL INSTITUTIONAL
- RMX - RESIDENTIAL MEDIUM
- RHX - RESIDENTIAL HIGH
- TCCX - TOURISM COMMERCIAL CENTER

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Exhibit 2
Existing FLU

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NORTH

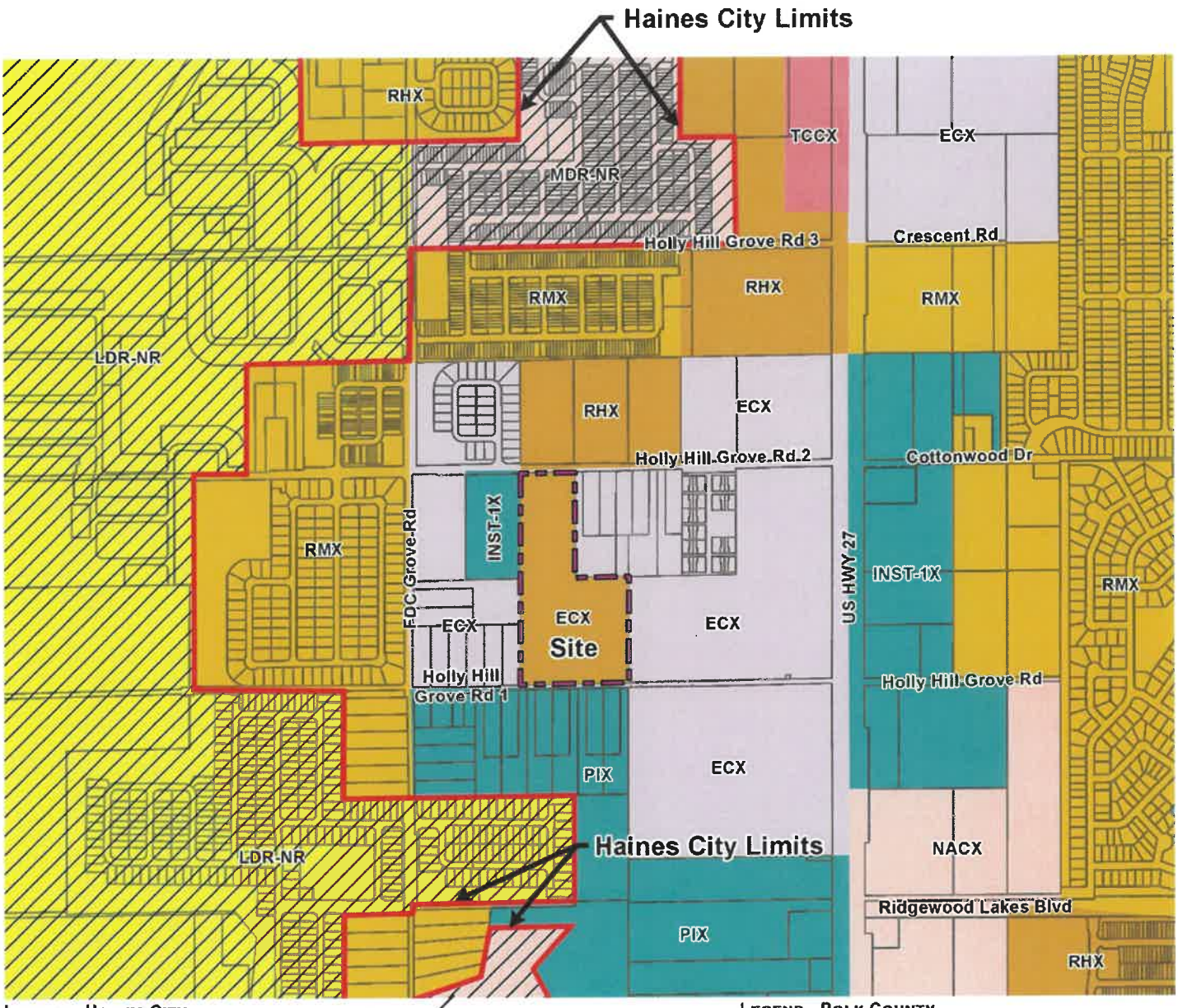

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Exhibit 3
Proposed FLU

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1.5 Existing Conditions:

Topography:

The Amendment Parcel has approximately 16' of topographic relief across the site that ranges from elevation 174' to elevation 190'. The high point is located within the central portion of the site. This high point is a ridge which splits the topography and generally runs north towards Holly Hill Grove Rd 2, which has an elevation of 179,' and south towards Holly Hill Grove Rd 1, which has an elevation of 174' (Exhibit 4).

Soils:
The subject site consists of Candler Sands (0-5% slopes) (Exhibit 5).

FEMA:
Per FEMA Map Panel 12105C0225G, there are no flood plains present on the subject site (Exhibit 6).

1.6 Adjacent Uses:

The community northwest of the Amendment Parcel is Country Walk Estates (PB 155, PGs 37 and 38). County Walk Estates has an existing Future Land Use designation of Employment Center (ECX) (Exhibit 7). This community is comprised of (34) single-family homes and was originally platted in July 2014. See Table 1.6.1.

The parcels north of the Amendment Parcel consist of (3) vacant parcels which are part of the Florida Development Co Subdivision (PB 3, PGs 60-63) and have an existing Future Land Use designation of Residential High (RHX) (Exhibit 7). These parcels have been approved for the development of (288) multi-family dwelling units as part of the Holly Hill Grove Apartments community. See Table 1.6.1.

The parcel west of the Amendment Parcel consists of a single-family home and (2) vacant parcels which are part of the Florida Development Co Subdivision (PB 3, PGs 60-63). Two (2) parcels have an existing Future Land Use designation of Employment Center (ECX) and one (1) parcel has an existing Future Land Use designation of INST-1X which permits the development of public and private education facilities, government-administration buildings, public-safety structures, cultural facilities, or health-care facilities (Exhibit 7).

The parcels south of the Amendment Parcel consist of (9) single-family homes which are part of the Florida Development Co Subdivision (PB 3, PGs 60-63) and have an existing Future Land Use designation of Professional Institutional (PIX) which permits the development of medical facilities, retail, and commercial uses (Exhibit 7).

The parcels west of FDC Grove Rd are the Holly Hill Estates (PB 123, PGs 27-29). Holly Hill Estates has an existing Future Land Use designation of Residential Medium (RMX) (Exhibit 7). The Holly Hill Estates community is comprised of (134) single-family homes and was originally platted in November 2003. See Table 1.6.1.

The parcel to the east of the Amendment Parcel has been recently approved for the amendment of the Future Land Use from Professional Institutional (PIX) to Employment Center (ECX). Walmart and Sam's Club have recently been approved for commercial development with a maximum floor area of 390,000 square feet and (4) outparcels with a maximum floor area of 67,500 square feet on 57.61 acres. See Table 1.6.1.

Table 1.6.1

Surrounding Developments				
Subdivision Name	**Relation to Subject Site**	**Approved Density / Intensity**	**Plat Book & Page**	**Date Approved**
Holly Hill Grove Apartments	North	288 Multi-Family Units	N/A	Sep-2024
Brentwood Townhomes	North	770 Multi-Family Lots	PB 194, PGs 16-19	Sep-2022
			PB 207, PGs 50-53	Aug-2024
			PB 209, PGs 1-4	Sep-2024
Cascades	South	1,068 Single-Family Lots	PB 193, PGs 37-52	Aug-2022
			PB 196, PGs 23-24	Dec-2022
			PB 208, PGs 9-20	Aug-2024
Country Walk Estates	North	34 Single-Family Lots	PB 182, PGs 2-3	Jan-2021
Holly Grove Village	East	40 Multi-Family Lots	PB 165, 22-24	Oct-2017
Walmart and Sam's Club	East	457,500 Sq Ft of Commercial	N/A	Sep-2024
Holly Hill Estates	West	237 Single-Family Lots	PB 123, PGs 27-29	Nov-2003
Sedgewick Trails	Northwest	76 Single-Family Lots	PB 182, PGs 2-3	Jan-2021
Wynnstone	West	1,984 Single-Family Lots	PB 213, PGs 16-33	Feb-2025

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Exhibit 4
Topographic Map

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Map Unit Symbol	Map Unit Name
3	Candler Sand, 0 to 5 percent slopes

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Polk County, Florida

Exhibit 5
Soils Map

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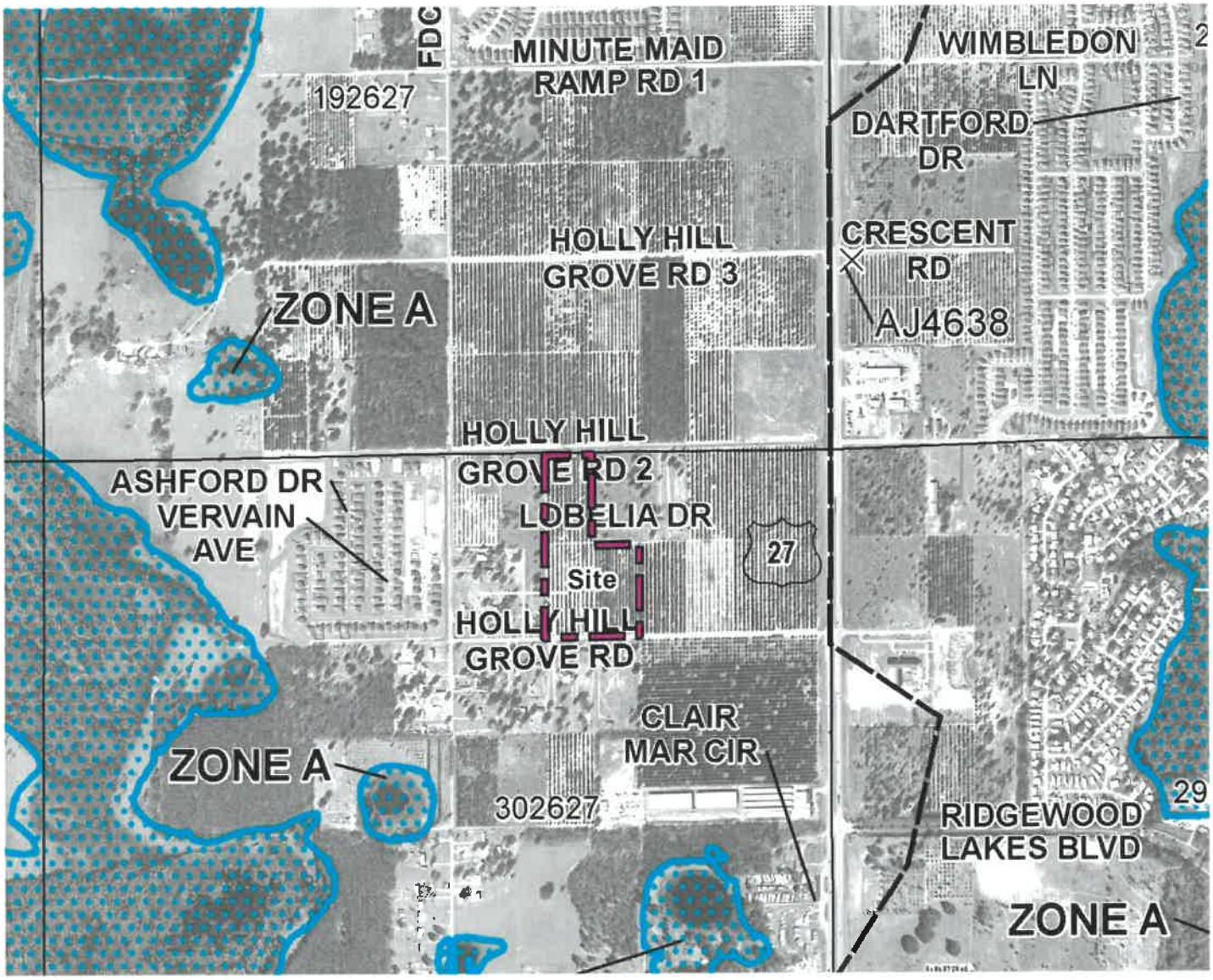

FEMA Flood Panel: 12105C0225G

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Polk County, Florida

Exhibit 6
FEMA Map

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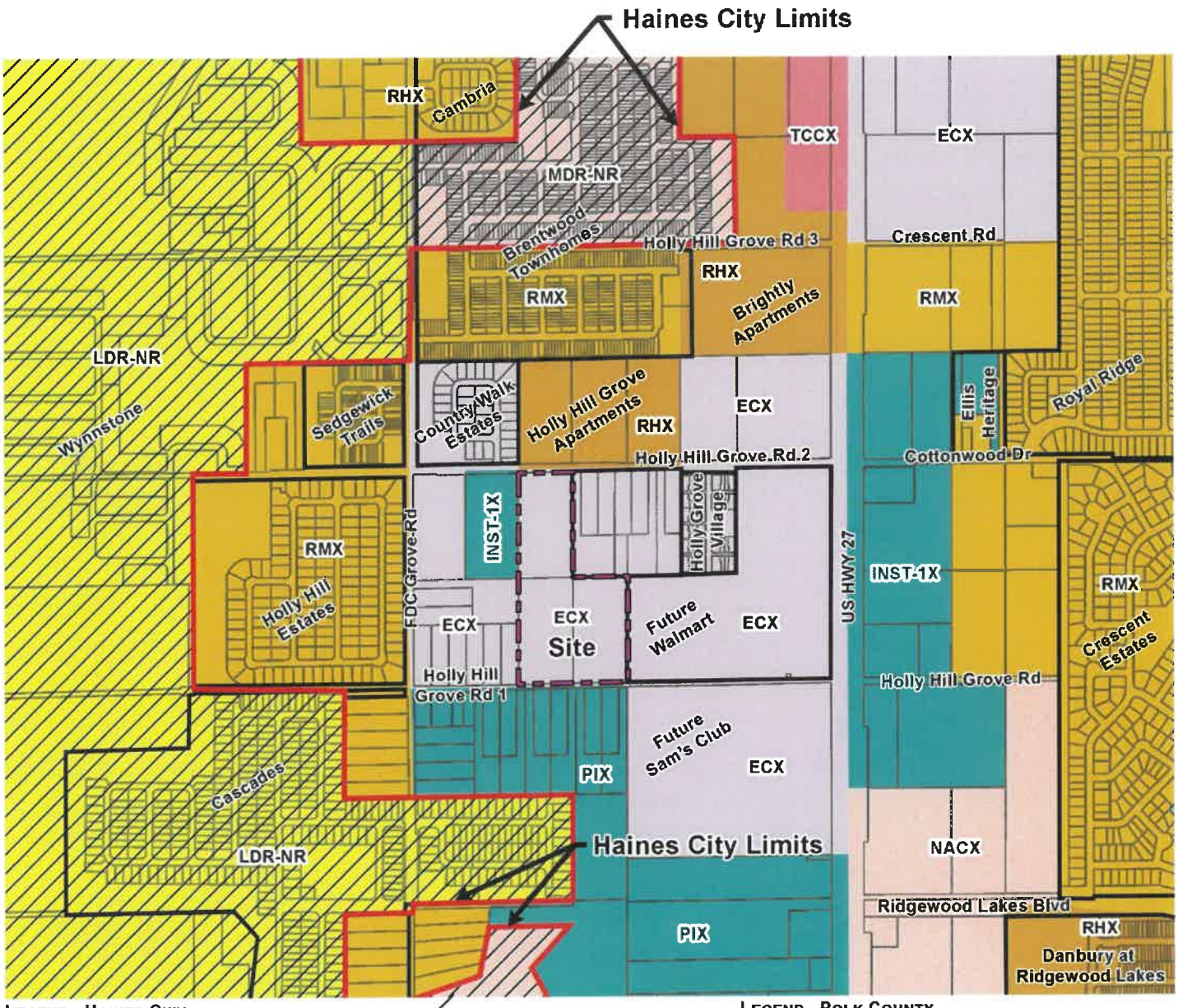

LEGEND - HAINES CITY

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Exhibit 7
Surrounding FLU

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1.7 Consistency with the 2045 Comprehensive Plan:

Pursuant to Polk County Land Development Code, the County shall be guided by the following review criteria when rendering a decision on an application for Level IV (4) Review.

Future Land Use Element:

Objective 2.102 – Growth Management

Policy 2.102-A10: Location Criteria

a. Nearness to incompatible land uses and future land uses, unless adequate buffering is provided

Response:

The subject site is within the North Ridge Selected Area Plan (SAP) and Ridge Special Protection Area (SPA). The development criteria of these areas promotes the development of residential uses in close proximity to commercial development. The proposed amendment will permit the development of high density residential adjacent to the proposed commercial center to the east of the subject site in accordance with the fundamental principles of the SAP.

The parcels adjacent to and in the vicinity of the subject site have land uses which support the development of high density residential. As stated in Section 1.6, the parcels to the east of the subject site consist of Employment Center (ECX). The parcels to the north consist of Residential High (RHX). The parcels to the west consist of Employment Center (ECX) and Institutional (INST-1X). The parcels to the south consist of Professional Institutional (PIX) (Exhibit 7). Amending the Future Land Use designation of the subject site from ECX to RHX will provide for a transition of development intensity from US HWY 27 to the low density residential within Haines City limits (Exhibit 3).

b. Nearness to agriculture-production areas

Response:

The subject site is within the Transit Supportive Development Area (TSDA) and the North Ridge Selected Area Plan. These areas were established to support high density and intensity development. The primary existing land use surrounding the subject site, as established by the SAP, is Employment Center (ECX), Residential Medium (RMX), Residential High (RHX), Institutional (INST-1X), and Professional Institutional (PIX) (Exhibit 2). These land uses do not allow agricultural uses.

c. Distance from populated areas

Response:

The Amendment Parcel is within close proximity to multiple Medium and High-Density Residential developments as well as a large commercial development to the east. See Table 1.6.1 and Exhibit 7.

d. Economic issues, such as minimum population support and market area radius (where applicable)

Response:

The subject parcel is located within the North Ridge Selected Area Plan which was established in anticipation of high density and intensity development. The estimated population as per the BEBR *Households and Average Household Size in Florida* is 763 people (2.61 per household).

e. Adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development

Response:

Potable Water and Reclaimed Water are adjacent to the subject site. The Force Main is along FDC Grove Rd and will be extended to serve the subject site. An estimated level of service for public utilities has been provided. See Section 1.8. Stormwater retention will be provided on site and will be designed in accordance with Polk County's Land Development Code and Southwest Florida Water Management District.

A non-binding school capacity determination letter was submitted to Polk County Public Schools; a copy of the determination letter is attached. See Appendix A and see Table 1.7.1 for School Proximity. Emergency services are within close proximity to the subject site. See Table 1.7.2. Community open space will be provided on site in accordance with the Polk County Land Development Code.

f. Environmental factors

Response:

The subject site has no wetlands or flood plains present on site. See Section 1.5. An Environmental Assessment shall be submitted under a separate cover.

Table 1.7.1

School Name	Distance from Subject Site
Bella Cita Elementary School	6.0 +/- miles
Citrus Ridge K-8 Middle School	8.9 +/- miles
Ridge Community Senior High School	4.8 +/- miles

Table 1.7.2

Service	Distance from Subject Site
Sheriff – 1100 Dunson Road, Davenport	3.9 +/- miles
Fire / EMS – 126 Cottonwood Dr, Davenport	0.6 +/- miles
Hospital - 40100 US HWY 27, Haines City, FL	1.8 +/- miles

Policy 2.102-A11: Urban Sprawl Criteria

Polk County will discourage the proliferation of urban sprawl by use of the following criteria when determining the appropriateness of establishing or expanding any land use or development area.

a. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses in excess of demonstrated need.

Response:

The proposed amendment will permit the Applicant to develop high density multi-family housing (20 Du/Ac) within close proximity to US HWY 27 and within the rapidly urbanizing North Ridge Selected Area Plan. Recently approved projects such as the adjacent Walmart and Sam's Club commercial development shall provide employment and support services in close proximity to the residents of the proposed community.

b. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

Response:

The subject site is within the North Ridge Selected Area Plan which promotes urban style development. The existing future land use for the property is Employment Center (ECX), consistent with urban uses. The proposed amendment will not promote urban development within rural areas. The development of the subject site will promote a transition of use and intensity of the recently approved 57.61-acre Walmart and Sam's Club commercial development, which is direct adjacent to the subject site.

c. Promotes, allows or designates urban development in radial, strip isolated or ribbon patterns generally emanating from existing urban developments.

Response:

The proposed residential development is within the rapidly urbanizing Transit Supportive Development Area (TSDA) and North Ridge Selected Area Plan. Multiple surrounding properties have been developed, recently approved, or in process of being approved. See Section 1.6. The surrounding developments are generally clustered around Hwy 27, consistent with the TSDA. The amendment of the subject site will not create radial, strip isolated, or ribbon pattern development.

d. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as, wetlands, floodplains, native vegetation, environmentally sensitive areas, natural shorelines, beaches, bays, estuarine systems, and other significant natural systems.

Response:

The subject site is within the North Ridge Selected Area Plan which promotes urban style development. The existing future land use for the property is Employment Center (ECX), consistent with urban uses. The proposed amendment will not promote urban development within rural areas. The development of the subject site will promote a transition of use and intensity of the recently approved 57.61-acre Walmart and Sam's Club commercial development, which is direct adjacent to the subject site. There are no flood plains or wetlands present on the subject site (Exhibit 6). An Environmental Assessment will be submitted under a separate cover.

e. Fails to adequately protect adjacent agricultural areas and activities including silviculture and active agricultural and silvicultural activities as well as passive agricultural activities and dormant, unique and prime farmlands and soils.

Response:

The subject site is within the Transit Supportive Development Area (TSDA) and the North Ridge Selected Area Plan. These areas were established to support high density and intensity development. The primary existing land use surrounding the subject site, as established by the SAP, is Employment Center (ECX), Residential Medium (RMX), Residential High (RHX), Institutional (INST-1X), and Professional Institutional (PIX) (Exhibit 7). These land uses do not allow agricultural uses.

f. Fails to maximize use of existing public facilities and services.

Response:

Potable Water and Reclaimed Water are adjacent to the subject site; capacity exists to serve the project. The Force Main is along FDC Grove Rd and will be extended to serve the subject site. An estimated level of service for public utilities has been provided. See Section 1.8. Stormwater retention will be provided on site and will be designed in accordance with Polk County's Land Development Code and Southwest Florida Water Management District.

g. Fails to minimize the use of future public facilities and services.

Response:

No new public facilities or services will need to be provided for the project as existing facilities and services are proposed to serve the site. The Applicant will coordinate with PCU to verify sufficient capacity to serve the site is available.

h. Allows for land use patterns or timing which will disproportionately increase the cost in time, money and energy, of providing public facilities and services including roads, potable water, sanitary sewer stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

Response:

Access to the subject site will be provided via Holly Hill Grove Rd 2 which intersects Hwy 27 to the east. Emergency access will be provided via Holly Hill Grove Rd 1. A Traffic Impact Assessment has been provided for review. See Appendix C.

Potable Water and Reclaimed Water are adjacent to the subject site; capacity exists to serve the project. The Force Main is along FDC Grove Rd and will be extended to serve the subject site. An estimated level of service for public utilities has been provided. See Section 1.8. Stormwater retention will be provided on site and will be designed in accordance with Polk County's Land Development Code and Southwest Florida Water Management District.

A non-binding school capacity determination letter was prepared by Polk County Public Schools and is attached for review. See Appendix A and Table 1.7.1 for School Proximity. Emergency services are within close proximity to the subject site. See Table 1.7.2 for proximity to emergency services.

i. Fails to provide a clear separation between urban and rural uses.

Response:

The proposed residential development will provide a transitional use between the high intensity of the adjacent Walmart and Sam's Club to the residential developments west of the subject site.

j. Discourages or inhibits in-fill development or redevelopment of existing neighborhoods and communities.

Response:

The development of the subject site does not isolate any of the surrounding properties. The density of the proposed residential development will provide the development patterns and densities needed for the development of the adjacent ECX, INST-1X, and PIX parcels.

k. Fails to encourage an attractive and functional mix of land uses.

Response:

The requested land use of RHX works in conjunction with the adjacent ECX, INST-1X, and PIX to provide the necessary housing and population needed to support the uses in which ECX, INST-1X, and PIX allow.

l. Results in poor accessibility among linked or related land uses.

Response:

The proposed residential development will have primary access via Holly Hill Grove Rd 2 which intersects Hwy 27 to the east, and emergency access via Holly Hill Grove Rd 1. This development will not impact the accessibility of the adjacent parcels and developments.

m. Results in the loss of a significant amount of functional open space.

Response:

The existing conditions of the subject site does not allow for the functional use as public open space. A minimum of 40% of the subject site will be reserved for open space per Polk County's Land Development Code Ch 5, Sec 504.

Objective 2.104-A - The Polk County Plan shall provide areas for the development of urban-intensity growth through the designation and mapping of Transit Supportive Development Area, and the establishment of policies to govern the development of land within the Transit Supportive Development Area.

Policy 2.104-A5: Development Criteria

a) Provide access to transit facilities

b) Connect to centralized potable water and sanitary sewer systems

c) Incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element

d) Implement "Complete Street" and "Conservation Development" principles as established under Section 2.1251, Community Design, of this element

e) Integrate 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) 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, 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

Response:

The subject site will connect to existing public transit facilities and trail networks, and provide a minimum of 500 square feet of recreational space per dwelling unit with an overall minimum open space of 40% as per Ch 5, Sec 504 of the Polk County Land Development Code.

Potable Water and Reclaimed Water are adjacent to the subject site. The Force Main along FDC Grove Rd and will be extended to serve the subject site. An estimated level of service for public utilities has been provided. See Section 1.8. Stormwater retention will be provided on site and will be designed in accordance with Polk County's Land Development Code and Southwest Florida Water Management District.

Section 2.131-Q – North Ridge Selected Area Plan

Vision Basic Principles:

12. Mixing residential and non-residential uses along with interconnectivity between neighborhoods and commercial districts will support a more efficient transportation pattern in the area as well as help maintain the level of service on US 27.

Response:

The parcel to the east of the subject site has been recently approved for a Walmart and Sam's Club commercial development on 57.61 acres of Employment Center (ECX) with no proposed residential. The proposed amendment of the subject site will provide a residential component that will support the development on the adjacent parcel. The Amendment Parcel will provide primary access along Holly Hill Grove Rd 2 and a pedestrian and bicycle path the proposed Walmart and Sam's Club east of the subject site.

Policy 2.131-U1: Ten percent (10%) of open space (30% of the area within the Green Swamp) shall be required of all development, to ensure an aesthetic and visually pleasing sense of place.

Section 2.132-B: Ridge Special Protection Area
Policy 2.132-B10 (d): All residential development must provide a minimum open space set-aside of no less than 30% of total land area.

Response:

The subject site is within the Green Swamp Area of Critical State Concern and Ridge Special Protection Area and will provide a minimum of 40% open space per Polk County's Land Development Code Ch 5, Sec 504.

Section 2.131-Q – North Ridge Selected Area Plan

Objective 2.131-Q: North Ridge Selected Area Plan – Development within the North Ridge Selected Area Plan (SAP) shall occur in accordance with the policies stated within the section in addition to all other policies within the Future Land Use Element and other elements incorporated within the Polk County Comprehensive Plan not in conflict with these policies.

Section 2.132-B: Ridge Special Protection Area

Policy 2.132-B10: Development Criteria

b. Development of RH parcels shall be subject to the following restrictions:

2. Consistent with the objectives and goal of making shorter the average daily trip lengths, and the goal of providing affordable housing in close proximity to places of employment and major transportation corridors, residential development within the RH parcel shall be allowed a maximum of 20 du/ac, providing the development meets the terms and conditions of this CARMP and Comprehensive Plan.

Response:

The subject site is immediately adjacent to a recently approved Walmart and Sam's Club which permits the development of a maximum of 390,000 square feet of commercial development and 67,500 square feet of outparcel commercial development on 57.61 acres of Employment Center (ECX) with no proposed residential. The proposed amendment of the subject site will provide a residential component that will support the adjacent commercial uses.

In addition to the future Walmart and Sam's Club development, there are approximately 24.09 acres with a Future Land Use of Employment Center (ECX). It can be anticipated that these parcels will be developed consistent with the ECX Future Land Use designation and will provide additional commercial development consistent with the North Ridge Selected Area Plan.

1.8 Impact Assessment Statements:

Land and Neighborhood Characteristics

1. How and why is the site suitable for the proposed uses

Response:

The subject site is within the North Ridge Selected Area Plan which was established to support a mix of high density and intensity urban development. The neighboring Employment Center (ECX) parcels have been recently approved for the development of a Walmart and Sam's Club, providing high intensity commercial development. The proposed amendment will permit the construction of high density residential that will support the adjacent commercial uses and provides a transition of uses to the residential to the west, consistent with the SAP. See Table 1.8.1.

Table 1.8.1

Surrounding Land Uses				
Relation to Subject Site	Subdivision / Development Name	Future Land Use	Approved Density / Intensity	Du/Ac
North	Country Walk Estates	Employment Center (ECX)	34 Single-Family Lots	3.54
	Holly Hill Grove Apartments	Residential High (RHX)	288 Multi-Family Units	19.89
East	Florida Development Co Subdivision	Employment Center (ECX)	Vacant	0.00
	Walmart and Sam's Club		457,500 Square Feet Commercial	0.00
South	Florida Development Co Subdivision	Professional Institutional (PIX)	35 Single-Family Lots	0.99
West	Holly Hill Estates	Residential Medium (RMX)	237 Single-Family Lots	6.14
Center	Florida Development Co Subdivision	Institutional (INST-1X)	Vacant	0.00

Within the Haines City limits west of Holly Hill Estate is the future Wynnstone Residential Planned Unit Development. This community is currently under review and is entitled to develop a maximum of 1,984 single-family lots (4.99 Du/Ac).

With the goals and objectives of the North Ridge Selected Area Plan and the close proximity to high density residential development and large-scale commercial development, the proposed Future Land Use amendment from Employment Center (ECX) to Residential High (RHX) will permit a transitional use between the urbanized development pattern on US HWY 27 to the lower density communities west of the subject site.

2. Provide a site plan showing each type of existing and proposed land use.

Response:

A Conceptual Land Use Plan is attached (Appendix B). Existing and proposed Future Land Use Maps are included in this report (Exhibits 2 and 3).

3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses.

Response:

The proposed Residential High (RHX) land use designation is consistent with the surrounding Future Land Uses and shall be developed consistent with the Polk County Land Development Code. A detailed site plan will be developed and submitted; any incompatibilities will be identified and mitigated at the time of review.

4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped.

Response:

The proposed Residential High (RHX) land use designation will provide high density residential to an area of the county that is experiencing rapid growth. A majority of the properties adjacent to the subject site are developed or approved for development. The proposed change will enhance the current development patterns to create an overall mixed-use area with various types of residential and commercial development.

5. Describe each of the uses proposed in a future Planned Development, if land use amendment is approved and identify the following

a. The density and types of residential dwelling units:

Response:

A maximum of (20) dwelling units per acre is proposed. A detailed site plan showing the proposed development shall be submitted for review under a separate application.

b. The type of commercial and industrial uses:

Response:

Not applicable.

c. The approximate customer service area for commercial uses; and

Response:

Not applicable.

d. The total area proposed for each type of use, including open space and recreation.

Response: Table 1.8.2

Total Project Area	14.61 Acres
Open Space	Minimum of 40% (5.84 Acres)
Recreation	500 Sq Ft per Dwelling Unit (3.35 Acres)

Access to Roads and Highways:

1. Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;

   Response:

   The project will produce (116) AM peak hour trips and (150) PM peak hour trips. A detailed Traffic Impact Assessment has been provided for review. See Appendix C.

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;

   Response:

   Per the attached Traffic Impact Assessment, no significant modifications to the existing transportation system are required at this time. A detailed Traffic Impact Assessment has been provided for review. See Appendix C.

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;

   Response:

   Multi-family apartments require two (2) spaces per unit. The proposed amendment will permit a maximum of (292) multi-family units, requiring a maximum of (584) parking spaces. Final determination shall be made with site plan review. A detailed Traffic Impact Assessment has been provided for review. See Appendix C.

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and

   Response:

   Access to the subject site shall be provided on Holly Hill Grove 2. A secondary emergency access may be provided on Holly Hill Grove 1 and will be determined at site plan review. A detailed Traffic Impact Assessment has been provided for review. See Appendix C.

5. Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.

   Response:

   Alternate modes of transportation shall be evaluated with site plan review. A detailed Traffic Impact Analysis has been provided. See Appendix C.

Sewage:

1. Calculate the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development.

Response: Per Policy 4.203-A2 the Level of Service for Sanitary Sewer Facilities is 270 gallons per day per equivalent residential connections (GPERC). See Table 1.8.3.

Table 1.8.3

Waste Water LOS	Total Acreage	Dwelling Units Estimated	LOS (GPD / Dwelling Unit)	Estimated Demand (GPD)
Residential	14.61	292	270	78,840 GPD

2. Describe the proposed method and level of treatment, and the method of effluent disposal for the proposed sewage treatment facilities if on-site treatment is proposed.

Response:

The proposed development shall connect to a centralized sanitary sewer owned and maintained by Polk County Utilities (PCU). The applicant will coordinate with PCU to verify sufficient capacity to serve the site is available.

3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems.

Response:

The proposed development will be served by Polk County Utilities (PCU). The applicant will coordinate with PCU to verify sufficient capacity to serve the site is available.

4. Identify the service provider

Response:

Polk County Utilities will provide potable, reclaim, and wastewater service to the property.

5. Indicate the current provider's capacity and anticipated date of connection.

Response:

The Applicant will coordinate with Polk County Utilities to ensure sufficient capacity to serve the site is available. It is anticipated that the property will connect to the wastewater system in 2026 / 2027.

Water Supply:

1. Indicate the proposed source of water supply and the type of treatment.

Response:

Polk County Utilities will provide the site with potable and reclaimed water services.

2. Identify the service provider.

Response:

Polk County Utilities will provide potable and wastewater service to the property.

3. Calculate the estimated volume of consumption in gallons per day (GPD)

Response: Per Policy 4.203-A2 the Level of Service for Potable Water is 360 gallons per day per equivalent residential connection (GPERC). See Table 1.8.4.

Table 1.8.4

Potable Water LOS	Total Acreage	Dwelling Units Estimated	LOS (GPD / Dwelling Unit)	Estimated Demand (GPD)
Residential	14.61	292	360	105,120 GPD

4. Indicate the current provider's capacity and anticipated date of connection.

Response:

The Applicant will coordinate with Polk County Utilities to ensure sufficient capacity to serve the site is available. It is anticipated that the property will connect to the potable water system in 2026 / 2027.

Surface Water Management and Drainage:

1. Discuss the impact the proposed development will have on surface water quality.

Response:

There are no existing surface water areas on the subject site that would be impacted by the proposed development. Stormwater management shall be provided via on-site detention ponds consistent with the Polk County and the Water Management District requirements.

2. Describe the alteration to the site's natural drainage features, including wetlands, that would be necessary to develop the project.

Response:

No wetlands have been identified on the subject site and the site is within Flood Zone X (Exhibit 6). The existing drainage basin will be maintained via on-site detention consistent with the Polk County Land Development Code and Southwest Florida Water Management District.

3. Describe the impact of such alterations on the fish and wildlife resources of the site.

Response:

A detailed Environmental Assessment shall be submitted under a separate cover.

4. Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.

Response:

The subject site is not in a high priority Aquifer Recharge Area. No on-site wells are proposed that would impact the ground water conditions. The master stormwater system will provide treatment and attenuation for the on-site improvements and will be designed and constructed consistent with the Polk County Land Development Code and Southwest Florida Water Management District.

Population:

1. Calculate the projected resident and transient population of the proposed development and the generated population in the case of commercial and industrial uses.

Response:

The development of the subject site proposed 292 dwelling units (20 Du/Ac). An average of 2.61 residents per household per the BEBR *Households and Average Household Size in Florida* will result in an estimated generated population of 763 people.

2. Describe, for commercial and industrial projects, the employment characteristics including the anticipated number of employees, type of skills or training required for the new jobs, the percentage of employees that will be found locally or are expected to be drawn from outside the county or state, and the number of shifts per day and employees per shift.

Response:

Not applicable.

3. Indicate the expected demographic composition of the additional population (age / socio-economic factors);

Response:

According to the 2020 Decennial Census for the zip code (33837) in which the area of work is located, the population was (36,302) people. See Table 1.8.5.

Table 1.8.5

Population	
Population	36,302
Age and Sex	
Persons under 5 years, percent	7.1%
Persons under 18 years, percent	24.50%
Persons 65 years and over, percent	16.10%
Female persons, percent	48.99%
Race and Hispanic Origin	
White alone, percent	52.10%
Black or African American alone, percent	9.71%
American Indian and Alaka Native alone, percent	0.66%
Asian alone, percent	2.24%
Native Hawaiian and Other Pacific Islander alone, percent	0.06%
Other Race alone	15.67%
Two or More Races, percent	19.57%

Per ACS, the total number of households recorded in the 2020 Census for the zip code (33837) in which the area of work is located, was (15,223) households. The median household income for the proposed developments zip code was $75,861.

4. Describe the proposed service area and the current population thereof.

Response:

Not applicable.

General Information:

1. List and discuss special features of the proposed development that promote desirability and contribute to neighborhood needs;

Response:

The proposed residential development will provide housing in close proximity to the employment centers along US HWY 27.

2. Discuss the demand on the provision for the following services.

a. Parks and Recreation;

Response:

Polk County estimates a need of 6.95 acres of public parks and open space per 1,000 people. The HHG2 development proposes 763 residents, which projects a need of 5.30 acres of public park and open space land. The closest recreation to the proposed residential development is the east trailhead of the Hilochee Wildlife Management Area, about 2.5 miles from the subject site. This trail access provides access to approximately 3.5 miles of trail.

The proposed residential development will provide a minimum of 500 square feet of recreation space for each dwelling unit for a total of 3.35 acres of park space of the projected 5.30 acres of needed public park / open space. The remaining 1.95 acres of park / open space will be provided via the remaining 2.49 acres of open space required on-site.

b. Educational Facilities (preschool / elementary / middle school / high school);

Response:

Bella Cita Elementary, Citrus Ridge K-8 Middle School, and Ridge Community Senior High School is within proximity of the subject site. See Table 1.7.1. A School Capacity Determination letter has been submitted (Appendix A).

c. Health Care (Emergency / Hospital);

Response:

Heart of Florida Medical Center is approximately 1.8 miles from the subject site. See Table 1.7.2.

d. Fire Protection;

Response:

Polk County Fire Station 38 is approximately 0.6 miles from the subject site. See Table 1.7.2.

e. Police Protection and Security;

Response:

Polk County Sheriff's office is approximately 3.9 miles from the subject site. See Table 1.7.2.

f. Electrical Power Supply.

Response:

Duke Energy provides electrical services to this area of Polk County.

Maps:

1. Maps shall be used to give the public agencies a clear graphic illustration and visual understanding of the proposed development and the potential positive and negative impacts resulting from the development.

Response:

Acknowledged, please see Exhibits 1 through 7.

2. Maps shall be of sufficient type, size, and scale to facilitate complete understanding of the elements of the proposed development. Scales shall be clearly indicated on each map and the dates of preparation and revisions shall be included. The project boundaries shall be overlaid on all maps. The following maps shall accompany all Impact Assessment Statements:

Response:

Acknowledged, please see Exhibits 1 through 9.

3. Map A: A location map showing the relationship of the development to cities, highways, and natural features;

Response:

A location map is included within this report (Exhibit 1).

4. Map B: A Topographical Map with contour intervals of no greater than five feet, the identification of the property boundaries, and a delineation of the areas of special flood hazard (100 year flood plain) as shown on the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA) for Polk County;

Response:

A Topographic Map is included within this report (Exhibit 4).

5. Map C: A Land Use and Land Use District Map showing the existing land use designations and districts on and abutting the proposed development, including lot sizes and density;

Response:

A Future Land Use map is included within this report (Exhibits 2, 3, and 7).

6. Map D: A Soils Map with soils designated according to Natural Resources Conservation Service classifications. If available, USDA Natural Resources Conservation Service (NRCS) soil surveys are preferable;

Response:

A Soils Map is included within this report (Exhibit 5).

7. Map E: A Traffic Circulation Map identifying any existing roads on or adjacent to the proposed development and indicating the name of the roads, maintenance jurisdiction, and pavement and right-of-way widths.

Response:

A Traffic Circulation Map is included within this report (Exhibit 8). A Traffic Impact Assessment has been provided (Appendix C).

8. Map F: A Site Plan showing land uses, the layout of lots, the type and maximum density for each type of residential area; the typical minimum lot sizes and dimensions for each use and unit type, and the dimensions, locations, and types of buffers, easements, open space areas, parking and loading areas, setbacks, and vehicular circulation routes; and

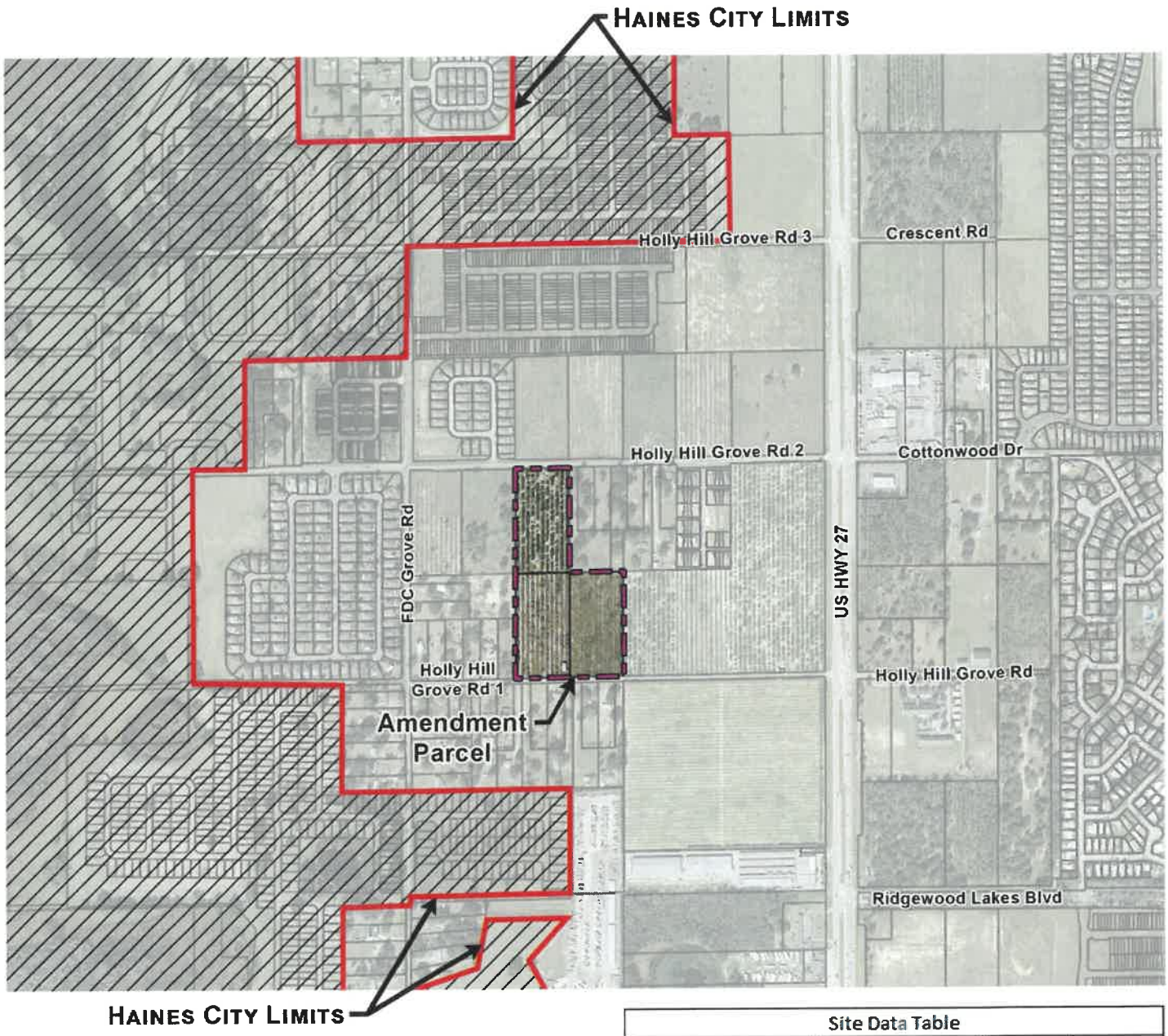
Response:

A Site Plan for the residential development has not been developed. A detailed site plan will be submitted at a future date. All development shall be consistent with the Polk County Land Development Code, which provides the requested information.

9. Map G: A Drainage Map delineating existing and proposed drainage areas, water retention areas, drainage structures, drainage easements, canals, wetlands, watercourses, and other major drainage features.

Response:

A Drainage Map is included within this report (Exhibit 9). There are no existing drainage structures, canals, wetlands, watercourses, or other major drainage features present on-site. A Site Plan for the residential development has not been developed at the time of this report. A detailed Site Plan will be submitted at a future date. All development shall be consistent with the Polk County Land Development Code, which provides the requested information.



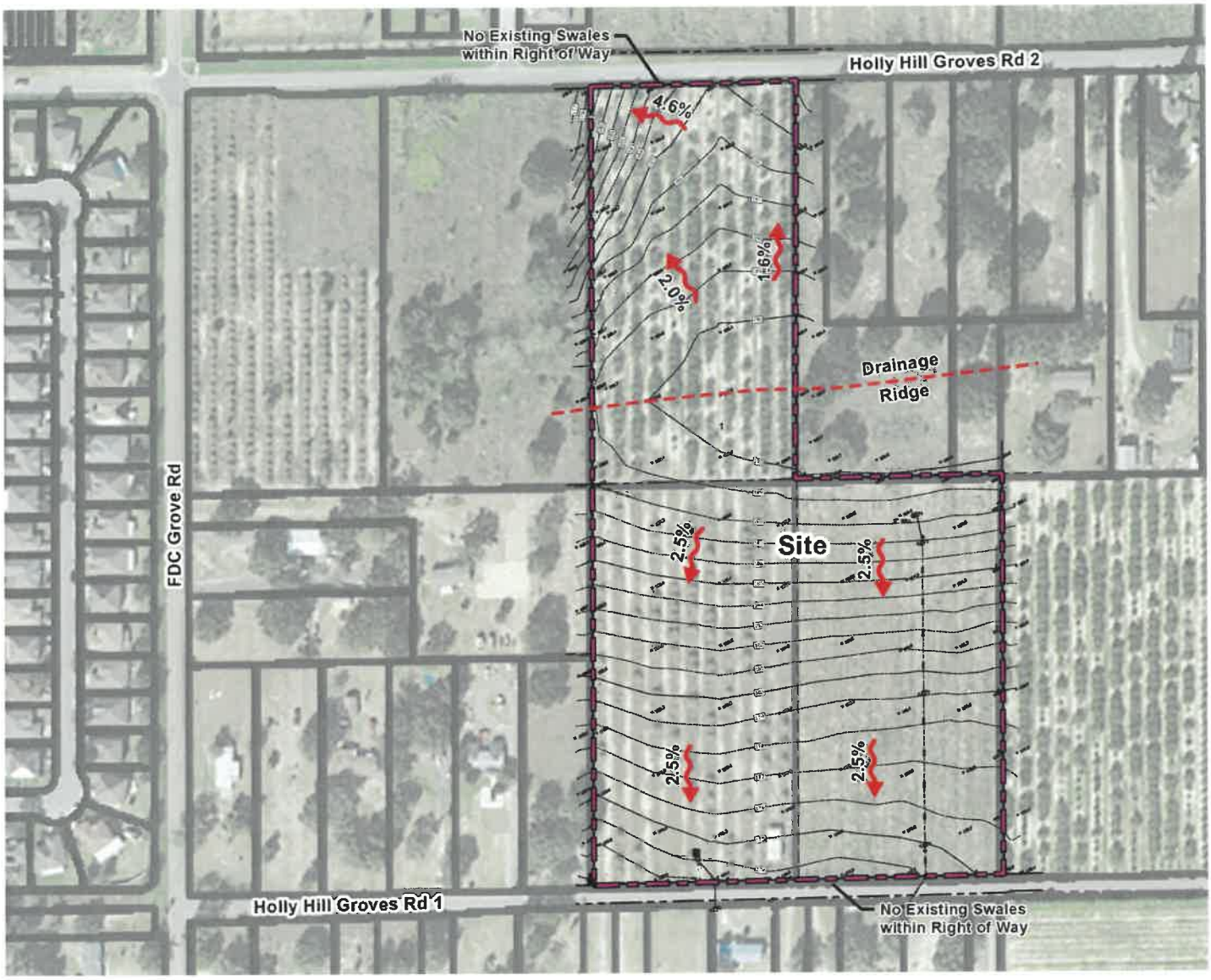
Site Data Table			
Road name	Maintenance Jurisdiction	Paved	R/W Width
FDC Grove Rd	Local Road	Yes	55'
Holly Hill Grove Rd 1	Local Road	Yes	40'
Holly Hill Grove Rd 2	Local Road	Yes	40'
Holly Village Dr	Privately Owned and Maintained	Yes	Private
US HWY 27	Arterial Highway	Yes	120'

GPK HHG2
Polk County, Florida

Exhibit 8
Traffic Circulation Map

NORTH

daly design group
Urban Planning · Landscape Architecture · Project Management
913 N Pennsylvania Ave, Winter Park, Florida 32789
Phone 407.740.7373 · www.dalydesign.com
Job No.: 25201 Scale: nts Date: 05.01.2025



GPK HHG2
Polk County, Florida

Exhibit 9
Existing Drainage Map

NORTH

daly design group
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913 N Pennsylvania Ave, Winter Park, Florida 32789
Phone 407.740.7373 · www.dalydesign.com
Job No.: 25201 Scale: nts Date: 05.07.2025

1.9 Green Swamp Impact Assessment Statements:

1. Flood Plain development requirements in this Code under Section 3.11.07D, where applicable.

Response:

Per FEMA Map Panel 12105C0225G, the site is not within a flood zone (Exhibit 6).

2. Wetland development requirements in this Code under Section 3.11.07E, where applicable.

Response:

No wetlands have been identified on the subject site.

3. Minimize the adverse impacts of development on resources of the Floridian Aquifer, wetlands, and flood detention areas.

Response:

Polk County Utilities will provide potable and wastewater services to the subject site and no wells are proposed. There are no wetlands that have been identified on site and the master stormwater management area will be designed and constructed consistent with the Land Development Code, Water Management District, and Green Swamp regulations. A detailed Site Plan will be provided at the time of Preliminary Plan review.

4. Protect or improve the normal quantity, quality, and flow of ground water and surface water which are necessary for the protection of resources of state and regional concern.

Response:

The flow of ground and surface water will be managed in accordance with the Land Development Code, Water Management District, and Green Swamp regulations.

5. Protect or improve the water available for the aquifer recharge.

Response:

The proposed residential development will be designed and constructed consistent with regulatory requirements. It is not anticipated that the proposed development on the subject site will impact available water capacity or the ability for the aquifer to recharge. The subject site is not within a wellfield protection district. The soils on-site are Candler 0-5% slope and the subject site is not within an identified high recharge areas.

6. Protect or improve the functions of the Green Swamp Potentiometer High of the Floridian Aquifer.

Response:

No wells are proposed on site and it is not anticipated that the proposed residential development will have any impacts to the Green Swamp Potentiometer High of the Floridian Aquifer.

7. Protect or improve the normal supply of ground and surface water.

Response:

The subject site will be served by Polk County Utilities. No on-site wells that would have an impact on the ground water are proposed. The master stormwater management system is anticipated to be a dry detention pond and will be designed and constructed consistent with regulatory requirements of the Land Development Code and Water Management District.

8. Prevent further salt water intrusion into the Floridian Aquifer.

Response:

The subject site is not within a salt water intrusion area of concern. The proposed development will be served by centralized utilities provided by Polk County Utilities.

9. Protect or improve existing ground and surface water quality.

Response:

The subject site will be served by Polk County Utilities. No on-site wells that would have an impact on ground water are proposed. The master stormwater management system is anticipated to be a dry detention pond and will be designed and constructed consistent with regulatory requirements of the Land Development Code and Water Management District.

10. Protect or improve the water retention capabilities of wetlands.

Response:

The subject site does not contain any wetlands on site. The proposed development will not have an impact on wetlands.

11. Protect or improve the biological filtering capabilities of wetlands.

Response:
The subject site does not contain any wetlands on-site. The proposed development will not have an impact on wetlands.

12. Protect or improve the natural flow regime of drainage basins.

Response:

The natural flow regime of drainage basins will be designed and constructed in accordance with the requirements of the Polk County Land Development Code and Water Management District.

13. Protect or improve the design capacity of flood detention areas and the water management objectives of these areas through the maintenance of hydraulic characteristics of drainage basins.

Response:

The master stormwater pond will be designed and constructed in accordance with the requirements of the Polk County Land Development Code and Water Management District.

Appendix A
Lake County Schools Capacity Determination

POLK COUNTY
PUBLIC SCHOOLS

BOARD MEMBERS

Dr. William Allen
Board Chair
District 1

Justin Sharpless
Board Vice-Chair
District 6

Travis L. Keyes
District 2

Rick Nolte
District 3

Sara Beth Wyatt
District 4

Kay Fields
District 5

Lisa Miller
District 7

ADMINISTRATION

Frederick R. Heid
Superintendent

April 25, 2025

PCSB: NB2025-042502

Daly Design Group
Attn: William Maki
913 N Pennsylvania Ave
Winter Park, FL 32789
(407) 740-7373
Email: BMaki@dalydesign.com

Dear William Maki:

This letter is in response to your request for a **non-binding school concurrency determination** for the proposed **GPK HHG2** project located on parcel numbers 272630-708000-010030, 272630-708000-010130, and 272630-708000-010140. Currently, there is **insufficient capacity at the zoned elementary and adjacent zoned schools**. There is available capacity at the zoned middle school. There is insufficient capacity at the zoned high school; however, there is adequate capacity in the adjacent zoned school. **If this application were seeking Binding Concurrency, this letter would serve as a finding of inadequate capacity to serve the proposed development.** This development would need to either wait for capacity to become available or enter into a mitigation agreement. Please see the table below for concurrency analysis. Please see the table below for concurrency analysis.

Elementary School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Bella Citta (Zoned)	980	1,053	246	292 MF	36	No (-173)
Citrus Ridge (Adjacent)	517	624	297	292 MF	36	No (-190)
Horizons (Adjacent)	1,540	1,594	150	292 MF	36	No (-96)
Loughman Oaks (Adjacent)	1,179	1,420	422	292 MF	36	No (-181)

Middle School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Bella Citta (Zoned)	447	770	160	292 MF	18	Yes (+133)
Citrus Ridge (Adjacent)	582	981	200	292 MF	18	Yes (+199)

High School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Ridge Community (Zoned)	2,626	2,848	378	292 MF	22	No (-156)
Auburndale (Adjacent)	1,787	2,404	561	292 MF	22	Yes (+56)

The School Board of Polk County has encumbered the available capacity **pending** the certificate of concurrency from Polk County Land Development.

Prior to Polk County Land Development's issuance of a final development order **(approved Level 2)**, the seats will be reserved for a period of 18 months in accordance with Section 4.E.2 (a & d) below of the adopted Interlocal Agreement for Public School Facilities Planning.

Once the final development order has been issued by the city, the development must have proceeded to the horizontal construction phase prior to the end of the eighteen (18) month period for reserved capacities and the agreement to remain valid. At a minimum, this construction shall include rough lot grading consistent with an approved Water Management District Stormwater Permit. The construction phase shall exclude model homes.

4.E.2d. If the development does not proceed to construction with the specified period and school concurrency lapses, then the applicant may request the affected local government to issue a renewed certificate of school concurrency. As part of this request, the applicant must confirm that relevant project information remains the same as previously submitted or provide updated project details. The local government will renew the certificate of school concurrency if the School Board determines that there continues to be adequate school capacity to serve the proposed development subject to the provisions of 4.E.1.

After the eighteen (18) month period, if the governing municipality withdraws, terminates, or suspends the concurrency, then the applicant must reapply for school capacity determination. Please call the facilities planning and real estate department at 863-534-0620 ext. 581 or email at planning@polk-fl.net if you need any further assistance.

Sincerely,

POLK COUNTY
PUBLIC SCHOOLS
STUDENTS FIRST

Malissa Celestine | Senior Coordinator Facilities Planning
Facilities Planning & Real Estate Department | Polk County Public Schools
1909 South Floral Avenue, Bartow, FL 33830
T: (863)-534-0620 x 313 / Malissa.Celestine@polk-fl.net

c: Ben Dunn, Director of Planning & Development- Polk County BoCC benjamindunn@polk-county.net
Benjamin Ziskal, Director of Land Development - Polk County BoCC benjaminziskal@polk-county.net
Erik Peterson, Planning Administrator- Polk County BoCC erikpeterson@polk-county.net
Rita Karacson, Development Coordination Supervisor- Polk County BoCC ritakaracson@polk-county.net

Appendix B

Conceptual Land Use Plan

Prepared by: Daly Design Group

GPK HHG2

Polk County, FL

Site Data

Gross Land Area	**14.61 AC**
①- 27-26-30-708000-010030	4.87 AC
②- 27-26-30-708000-010130	4.87 AC
③- 27-26-30-708000-010140	4.87 AC
Total Wetlands	**0.00 AC**
Total Flood Zone	**0.00 AC**
Maximum Multi-Family Dwelling Units	**292 Units**

Coneptual Site Plan

daly design group
Urban Planning · Landscape Architecture · Project Management
913 N Pennsylvania Ave, Winter Park Florida 32789
Phone 407.740.7373 · www.dalydesign.com

Job No : 25201 Scale: NTS Date: 03.20.2025

NORTH

MP-01

Appendix C

Conceptual Traffic Impact Assessment

Prepared by: Raysor Transportation Consulting

RAYSOR Transportation Consulting

TECHNICAL MEMORANDUM

TO: GPK SE HOLDING, LLC
8615 COMMODITY CIRCLE, SUITE 17
ORLANDO, FLORIDA 32819

FROM: MICHAEL D. RAYSOR, P.E.
RAYSOR TRANSPORTATION CONSULTING, LLC

SUBJECT: HOLLY HILL DEVELOPMENT
TRAFFIC IMPACT ASSESSMENT STATEMENT

DATE: APRIL 23, 2025

MICHAEL DANIEL RAYSOR LICENSE No. 60919 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Michael Daniel Raysor P.E., 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.

1.0 | INTRODUCTION

This technical memorandum documents a Traffic Impact Assessment Statement prepared in support of a proposed Land Use District Modification for the "Holly Hill Development". The subject 19.24 acre project site consists of parcel #'s 272630708000010010, 272630708000010030, 272630708000010130, and 272630708000010140, located east of FDC Grove Road, between Holly Hill Grove Road 1 and Holly Hill Grove Road 2, in Polk County, Florida; as shown in **FIGURE 1.0**. The Land Use District Modification is being sought to modify the current Employment Center (ECX) land use district to the Residential High (RHX) land use district.

This Traffic Impact Assessment Statement was performed in accordance with §910.B of the Polk County Land Development Code, as follows:

POLK COUNTY LDC §910.B

To assess the impact of the proposed development on the existing, planned and programmed road system, the applicant shall:

1. *Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;*

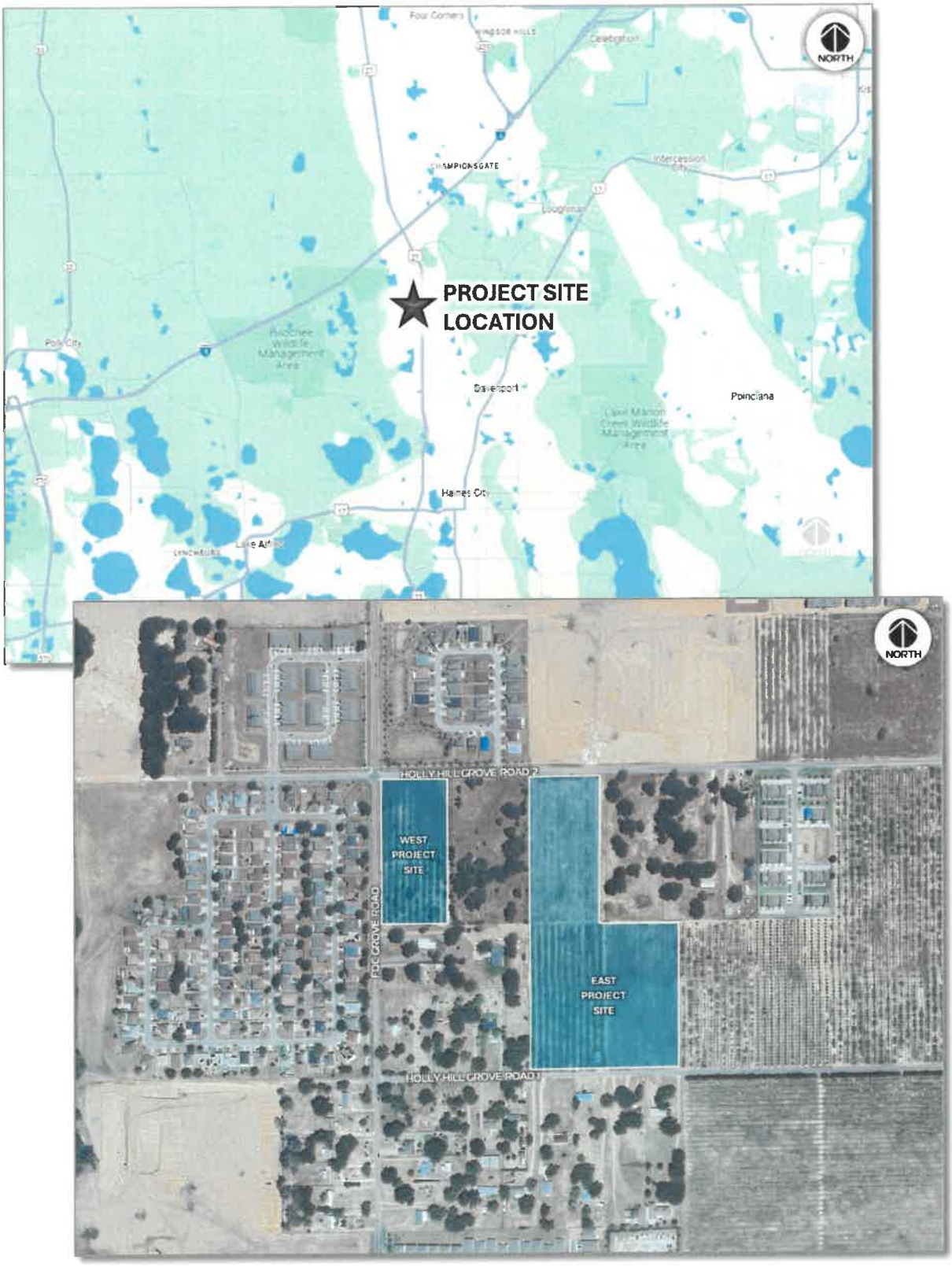
2. *Indicate what modifications to the present transportation system will be required as a result of the proposed development;*

3. *List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;*

4. *Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and*

5. *Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.*

FIGURE 1.0 | PROJECT SITE LOCATION



2.0 | LAND USE DEVELOPMENT POTENTIAL

The maximum development potential for the current and proposed land use district scenarios for the subject project was identified in accordance with §2.131-Q of the Polk County Comprehensive Plan; noting that the project site is located within the North Ridge Selected Area Plan.

The ECX classification in the North Ridge Selected Area Plan is intended to accommodate the employment and functional needs of the urbanizing northeast area of the County. The ECX will generally contain office and support facilities, college and university uses, commercial, light assembly, and limited warehousing uses. The maximum intensity of development has a baseline floor-area-ratio (FAR) of 0.70, which can be increased up to 2.0 through bonus points; where commercial is limited to 30% of development with a maximum floor-area-ratio (FAR) of 1.0.

Given the above floor-area-ratios, the 19.24 acre (838,094 square foot) site can support between 586,665 and 1,676,188 square feet of development without commercial; and between 586,665 and 1,424,760 square feet of development with 30% (of total site acreage) as commercial; with the range dependent upon qualifying bonus density. For the purposes of this analysis, the following four (4) development scenarios were assumed for the current ECX land use district, which provides for a reasonable representation of potential development within the allowable FAR range:

SCENARIO A (Baseline Scenario w/o Commercial)

- 234,666 sf Professional Office [40%]
- 117,333 sf Medical Office [20%]
- 234,666 sf Light Industrial [40%]

SCENARIO B (Baseline Scenario w/ Commercial)

- 176,000 sf Commercial [30%]
- 176,000 sf Professional Office [30%]
- 58,665 sf Medical Office [10%]
- 176,000 sf Light Industrial [30%]

SCENARIO C (Bonus Intensity Scenario w/o Commercial)

- 670,475 sf Professional Office [40%]
- 335,238 sf Medical Office [20%]
- 670,475 sf Light Industrial [40%]

SCENARIO D (Bonus Intensity Scenario w/ Commercial)

- 250,000 sf Commercial [30% of total site acreage / 17.5% of development square footage]
- 476,960 sf Professional Office [33.4%]
- 220,840 sf Medical Office [15.5%]
- 476,960 sf Light Industrial [33.4%]

The RHX classification in the North Ridge Selected Area Plan is characterized by multi-story, multi-family units, with a baseline maximum density of 10 dwelling units per acre, which can be increased up to 20 dwelling units per acre through bonus points. For the purposes of this analysis, the following three (3) development scenarios were assumed for the proposed RHX land use district, which provides for a reasonable representation of potential development within the allowable range of permitted density, including the applicant's intended density.

SCENARIO E (Baseline Scenario)

- 192 dwelling units

SCENARIO F (Bonus Intensity Scenario)

- 385 dwelling units

SCENARIO G (Applicant Scenario)

- 300 dwelling units

3.0 | TRIP GENERATION ESTIMATES

The daily and peak hour trip generation for the subject project was estimated for the current and proposed land use district scenarios using the Institute of Transportation Engineers (ITE) Trip Generation Manual (11TH EDITION); as summarized in **TABLE 1.0**, and further documented in **ATTACHMENT A**. It is noted that reductions were not made for internal capture or pass-by capture in consideration that this is a planning level analysis. The proposed Land Use District Modification was found to result in a significant decrease in trip generation potential for the project site.

TABLE 1.0 | TRIP GENERATION SUMMARY

Land Use District	Scenario	Weekday			AM Peak Hour			PM Peak Hour		
		Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
ECX	A	8,516	4,258	4,258	801	680	121	964	220	744
	B	11,684	5,842	5,842	699	563	136	1,213	419	794
	C	23,640	11,820	11,820	2,072	1,759	313	2,603	606	1,997
	D	25,486	12,743	12,743	1,697	1,395	302	2,663	823	1,840
RHX	E	1,306	653	653	82	20	62	103	65	38
	F	2,544	1,272	1,272	142	34	108	186	117	69
	G	1,998	999	999	116	28	88	150	95	55

4.0 | IMPACT ASSESSMENT

The following presents each of the (traffic) impact assessment criteria, along with responses.

1. Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations.

   As shown in TABLE 1.0, the proposed Land Use District Modification has a trip generation range between 1,306 and 2,544 daily trips, depending on the qualifying amount of bonus density; with a trip generation of 1,998 daily trips for the applicant's intended density (300 dwelling units). The proposed Land Use District Modification has a trip generation range between 103 and 186 PM peak hour trips, depending on the qualifying amount of bonus density; with a trip generation of 150 PM peak hour trips for the applicant's intended density (300 dwelling units). The trip generation estimates for the proposed land use district of RHX are significantly lower than the potential trip generation for the current land use district of ECX.

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development.

   In consideration of the significant decrease in potential trip generation associated with the proposed Land Use District Modification, no specific modifications to the present transportation system are required at this time. During subsequent development stages, a Traffic Impact Study will be performed in accordance with Polk County Land Development Code to determine specific mitigation for traffic impacts attributable to the subject project.

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development.

   The subject Land Use District Modification is a planning function which precedes the development stages during which it is appropriate to evaluate parking demand & supply. The determination of parking and the design of needed parking facilities will be undertaken in accordance with the Polk County Land Development code during the appropriate stage of development permitting.

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads).

   The subject project site has frontage along Holly Hill Grove Road 1 and Holly Hill Grove Road 2. Site access driveway connections are anticipated along both of these roadways, which shall be in accordance with the Polk County Land Development Code. Access to the regulated roadway network will be facilitated via FDC Grove Road and US Highway 27, where the evaluation of these roadways and associated intersections will be conducted with the preparation of the Traffic Impact Study during subsequent development stages.

5. Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.

   The subject Land Use District Modification is a planning function which precedes the development stages during which it is appropriate to evaluate alternative transportation modes; where alternative transportation modes will be addressed in accordance with Land Development Code regulations at the appropriate stage of development.

RAYSOR Transportation Consulting

HOLLY HILL DEVELOPMENT
Trip Generation Estimate – Scenario A

SCENARIO A (Current Land Use District -- Baseline Scenario w/o Commercial)

ITE LUC	Land Use Description	Size	Weekday		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Trips	Enter	Exit	Rate	Trips	Enter	Exit
210	Light Industrial	234,666 sf	4.87	1,144	0.74	174	153	21	0.65	153	21	132
710	General Office	234,666 sf	Ln(T)=0.87*Ln(X)+3.05	2,438	Ln(T)=0.86*Ln(X)+1.16	349	307	42	Ln(T)=0.83*Ln(X)+1.29	337	57	280
720	Medical Office	117,333 sf	T=42.97(X)-108.01	4,934	Ln(T)=0.90*Ln(X)+1.34	278	220	58	T=4.07(X)-3.17	474	142	332
	TOTAL		--	**8,516**	--	**801**	**680**	**121**	--	**964**	**220**	**744**

RAYSOR Transportation Consulting

HOLLY HILL DEVELOPMENT
Trip Generation Estimate – Scenario B

SCENARIO B (Current Land Use District -- Baseline Scenario w/ Commercial)

ITE LUC	Land Use Description	Size	Weekday		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Trips	Enter	Exit	Rate	Trips	Enter	Exit
210	Light Industrial	176,000 sf	4.87	858	0.74	130	114	16	0.65	114	16	98
710	General Office	176,000 sf	Ln(T)=0.87* Ln(X)+3.05	1,898	Ln(T)=0.86* Ln(X)+1.16	272	239	33	Ln(T)=0.83* Ln(X)+1.29	265	45	220
720	Medical Office	58,665 sf	T=42.97(X) -108.01	2,414	Ln(T)=0.90* Ln(X)+1.34	149	118	31	T=4.07(X) -3.17	236	71	165
820	Shopping Center	176,000 sf	37.01	6,514	0.84	148	92	56	3.40	598	287	311
	TOTAL		--	**11,684**	--	**699**	**563**	**136**	--	**1,213**	**419**	**794**

RAYSOR Transportation Consulting

HOLLY HILL DEVELOPMENT
Trip Generation Estimate – Scenario C

SCENARIO C (Current Land Use District -- Bonus Intensity Scenario w/o Commercial)

ITE LUC	Land Use Description	Size	Weekday		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Trips	Enter	Exit	Rate	Trips	Enter	Exit
210	Light Industrial	670,475 sf	4.87	3,266	0.74	496	436	60	0.65	436	61	375
710	General Office	670,475 sf	Ln(T)=0.87* Ln(X)+3.05	6,076	Ln(T)=0.86* Ln(X)+1.16	860	757	103	Ln(T)=0.83* Ln(X)+1.29	806	137	669
720	Medical Office	335,238 sf	T=42.97(X) -108.01	14,298	Ln(T)=0.90* Ln(X)+1.34	716	566	150	T=4.07(X) -3.17	1,361	408	953
	TOTAL		--	**23,640**	--	**2,072**	**1,759**	**313**	--	**2,603**	**606**	**1,997**

RAYSOR Transportation Consulting

HOLLY HILL DEVELOPMENT
Trip Generation Estimate – Scenario D

SCENARIO D (Current Land Use District -- Bonus Intensity Scenario w/ Commercial)

ITE LUC	Land Use Description	Size	Weekday		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Trips	Enter	Exit	Rate	Trips	Enter	Exit
210	Light Industrial	476,960 sf	4.87	2,324	0.74	353	311	42	0.65	310	43	267
710	General Office	476,960 sf	Ln(T)=0.87*Ln(X)+3.05	4,526	Ln(T)=0.86*Ln(X)+1.16	642	565	77	Ln(T)=0.83*Ln(X)+1.29	607	103	504
720	Medical Office	220,840 sf	T=42.97(X)-108.01	9,382	Ln(T)=0.90*Ln(X)+1.34	492	389	103	T=4.07(X)-3.17	896	269	627
820	Shopping Center	250,000 sf	37.01	9,254	0.84	210	130	80	3.40	850	408	442
TOTAL			--	**25,486**	--	**1,697**	**1,395**	**302**	--	**2,663**	**823**	**1,840**

RAYSOR Transportation Consulting

HOLLY HILL DEVELOPMENT
Trip Generation Estimate – Scenario E

SCENARIO E (Proposed Land Use District -- Baseline Scenario)

ITE LUC	Land Use Description	Size	Weekday		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Trips	Enter	Exit	Rate	Trips	Enter	Exit
220	Multi-Family Residential	192 units	T=6.41(X) +75.31	1,306	T=0.31(X) +22.85	82	20	62	T=0.43(X) +20.55	103	65	38

RAYSOR Transportation Consulting

HOLLY HILL DEVELOPMENT
Trip Generation Estimate – Scenario F

SCENARIO F (Proposed Land Use District -- Bonus Intensity Scenario)

ITE LUC	Land Use Description	Size	Weekday		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Trips	Enter	Exit	Rate	Trips	Enter	Exit
220	Multi-Family Residential	385 units	T=6.41(X) +75.31	2,544	T=0.31(X) +22.85	142	34	108	T=0.43(X) +20.55	186	117	69

RAYSOR Transportation Consulting

HOLLY HILL DEVELOPMENT
Trip Generation Estimate – Scenario G

SCENARIO G (Proposed Land Use District -- Applicant Scenario)

ITE LUC	Land Use Description	Size	Weekday		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Trips	Enter	Exit	Rate	Trips	Enter	Exit
220	Multi-Family Residential	300 units	T=6.41(X) +75.31	1,998	T=0.31(X) +22.85	116	28	88	T=0.43(X) +20.55	150	95	55

Land Use: 110
General Light Industrial

Description

A light industrial facility is a free-standing facility devoted to a single use. The facility has an emphasis on activities other than manufacturing and typically has minimal office space. Typical light industrial activities include printing, material testing, and assembly of data processing equipment. Industrial park (Land Use 130) and manufacturing (Land Use 140) are related uses.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 2000s, and the 2010s in Colorado, Connecticut, Indiana, New Jersey, New York, Oregon, Pennsylvania, and Texas.

Source Numbers

106, 157, 174, 177, 179, 184, 191, 251, 253, 286, 300, 611, 874, 875, 912

General Light Industrial
(110)

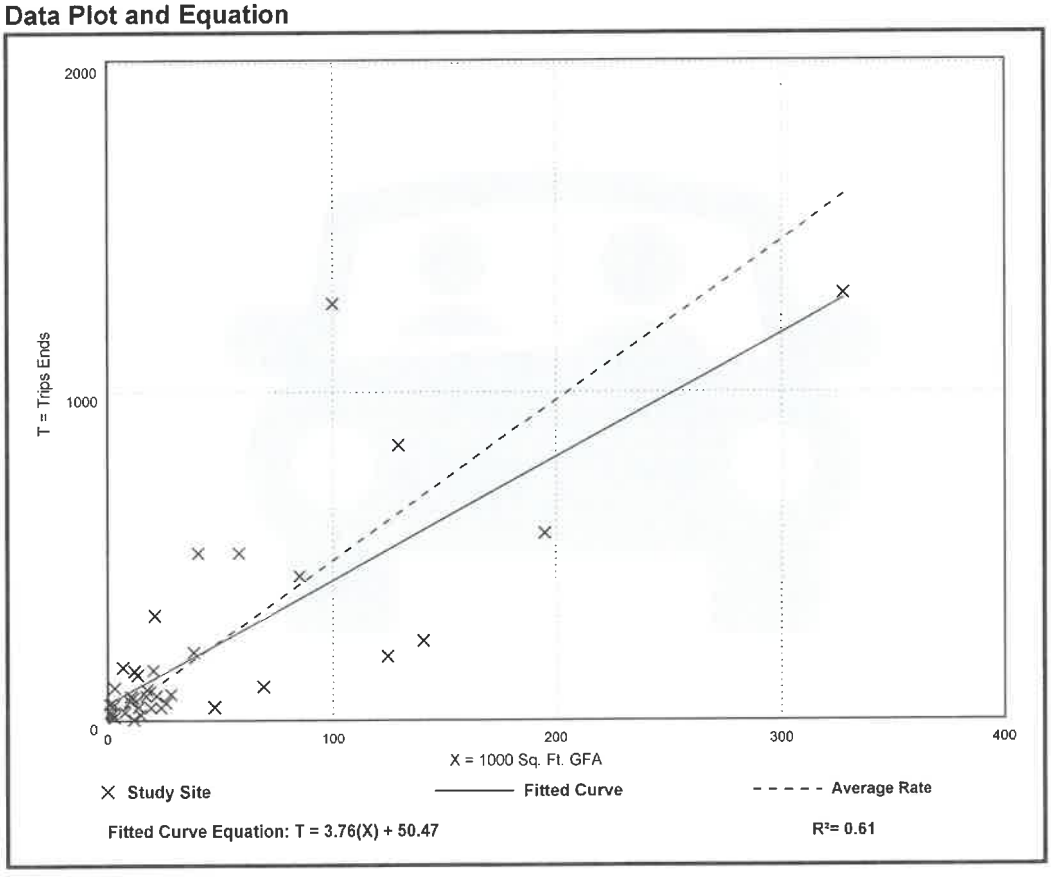
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 37
Avg. 1000 Sq. Ft. GFA: 45
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
4.87	0.34 - 43.86	4.08

Data Plot and Equation



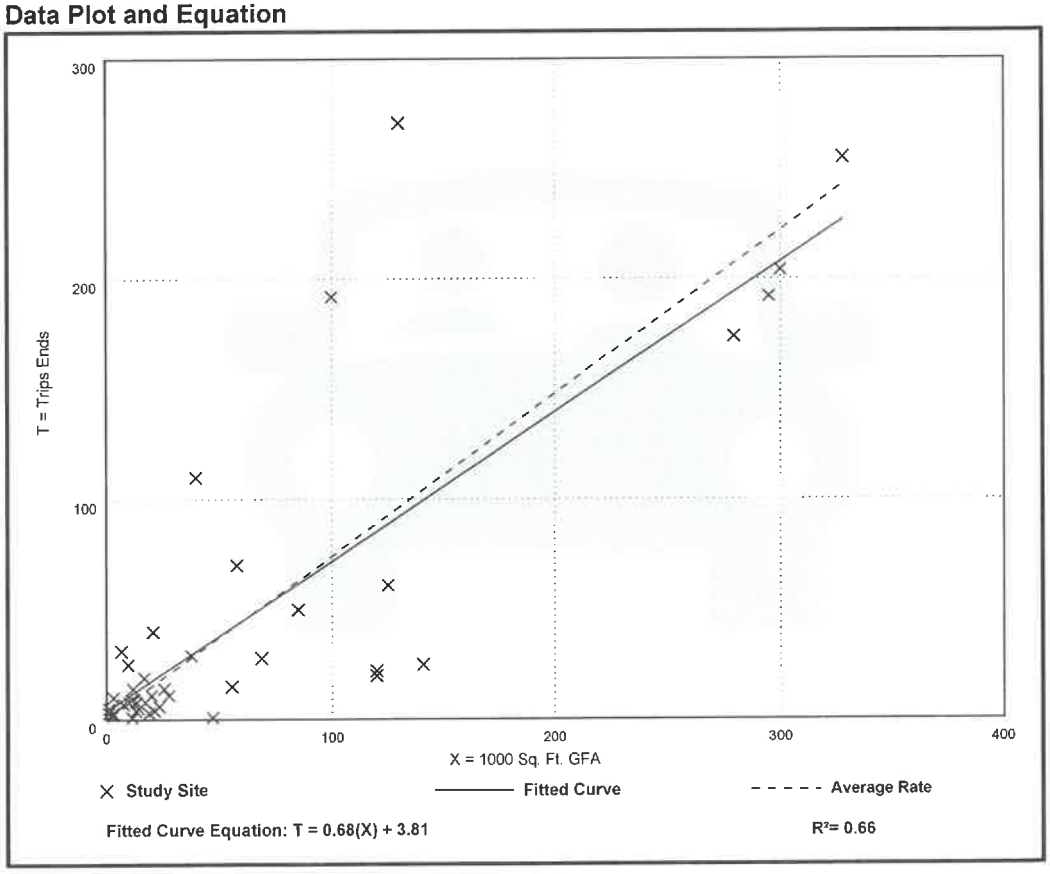
General Light Industrial
(110)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 41
Avg. 1000 Sq. Ft. GFA: 65
Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.74	0.02 - 4.46	0.61

Data Plot and Equation



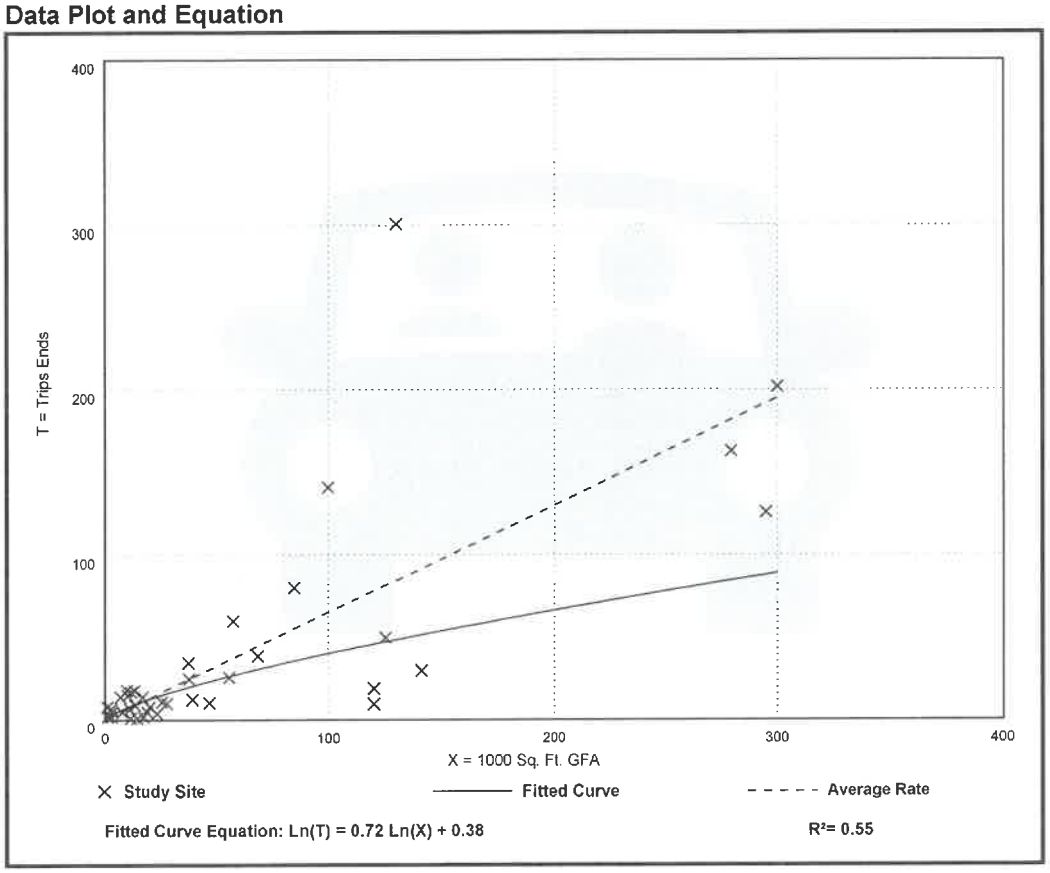
General Light Industrial
(110)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 40
Avg. 1000 Sq. Ft. GFA: 58
Directional Distribution: 14% entering, 86% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.65	0.07 - 7.02	0.56

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.72 Ln(X) + 0.38

R^2= 0.55

Land Use: 220
Multifamily Housing (Low-Rise)

Description

Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Various configurations fit this description, including walkup apartment, mansion apartment, and stacked townhouse.

- A walkup apartment typically is two or three floors in height with dwelling units that are accessed by a single or multiple entrances with stairways and hallways.
- A mansion apartment is a single structure that contains several apartments within what appears to be a single-family dwelling unit.
- A fourplex is a single two-story structure with two matching dwelling units on the ground and second floors. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.
- A stacked townhouse is designed to match the external appearance of a townhouse. But, unlike a townhouse dwelling unit that only shares walls with an adjoining unit, the stacked townhouse units share both floors and walls. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.

Multifamily housing (mid-rise) (Land Use 221), multifamily housing (high-rise) (Land Use 222), affordable housing (Land Use 223), and off-campus student apartment (low-rise) (Land Use 225) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the three sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.72 residents per occupied dwelling unit.

For the two sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96.2 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip

generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

For the three sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.72 residents per occupied dwelling unit.

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in British Columbia (CAN), California, Delaware, Florida, Georgia, Illinois, Indiana, Maine, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, and Washington.

Source Numbers

188, 204, 237, 300, 305, 306, 320, 321, 357, 390, 412, 525, 530, 579, 583, 638, 864, 866, 896, 901, 903, 904, 936, 939, 944, 946, 947, 948, 963, 964, 966, 967, 1012, 1013, 1014, 1036, 1047, 1056, 1071, 1076

Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

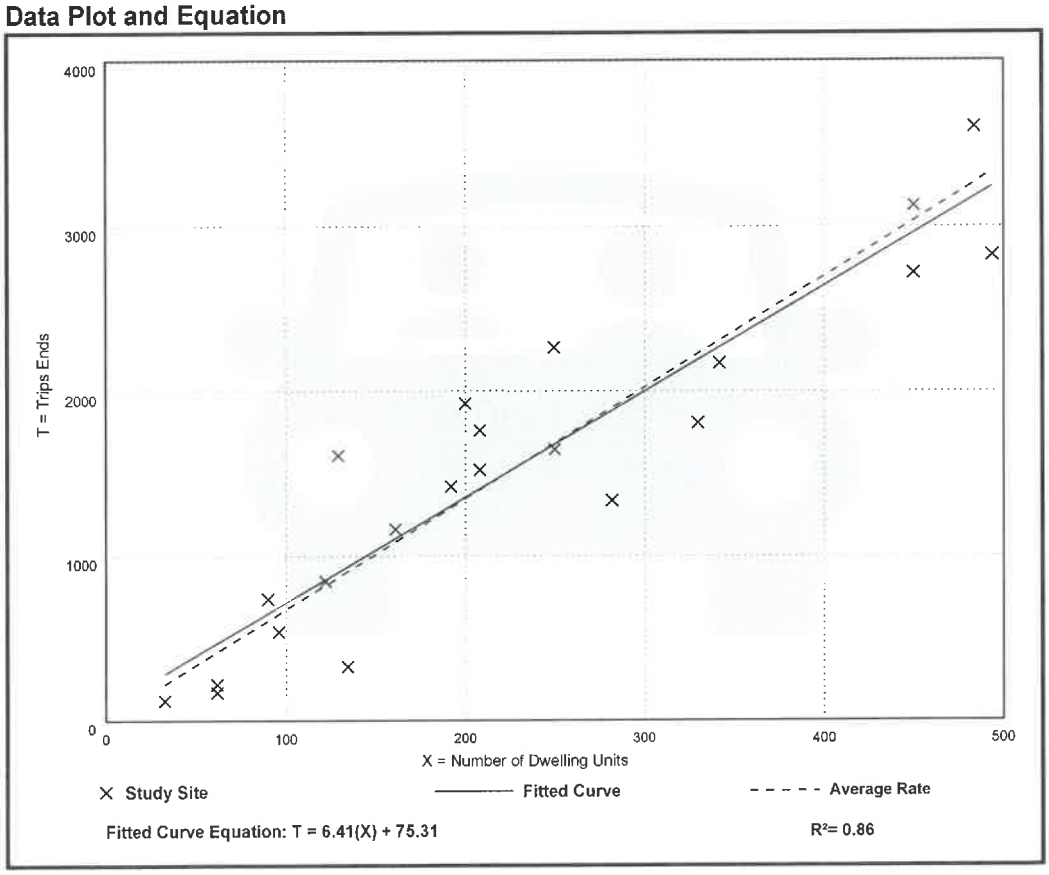
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 22
Avg. Num. of Dwelling Units: 229
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



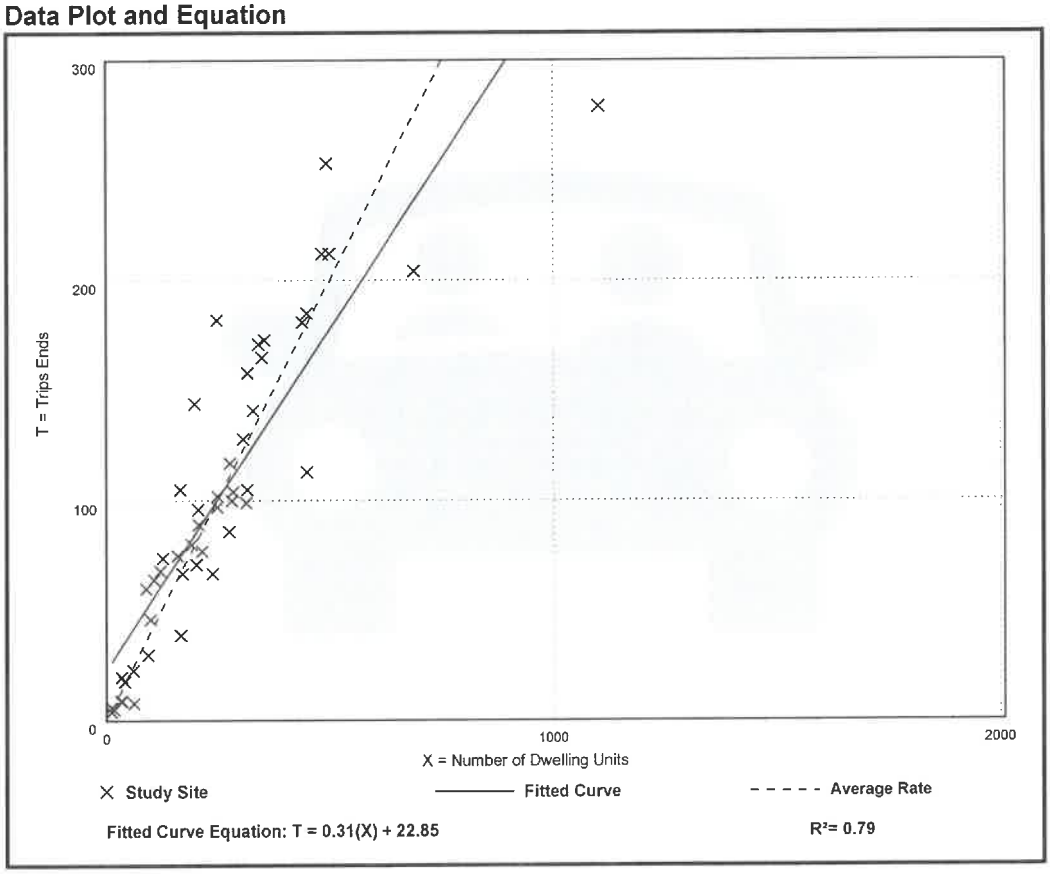
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 49
Avg. Num. of Dwelling Units: 249
Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



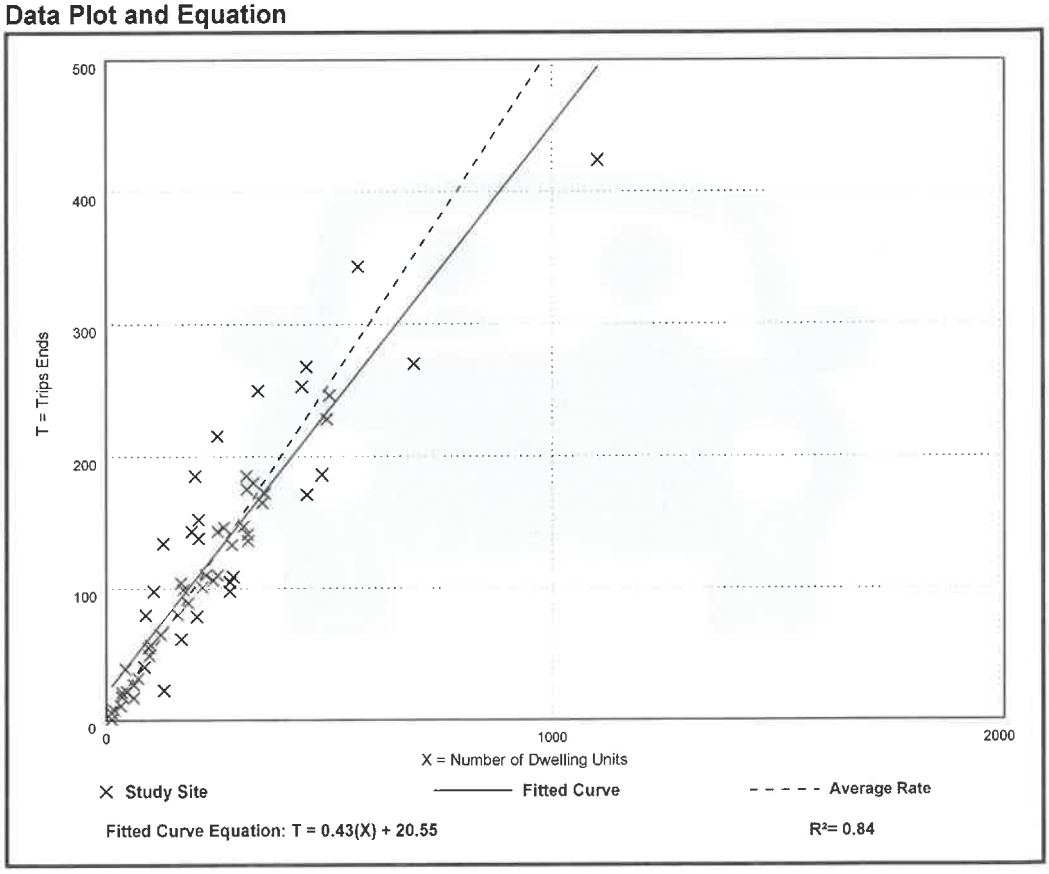
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 59
Avg. Num. of Dwelling Units: 241
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



Land Use: 710
General Office Building

Description

A general office building is a location where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building houses multiple tenants that can include, as examples, professional services, insurance companies, investment brokers, a banking institution, a restaurant, or other service retailers. A general office building with a gross floor area of 10,000 square feet or less is classified as a small office building (Land Use 712). Corporate headquarters building (Land Use 714), single tenant office building (Land Use 715), medical-dental office building (Land Use 720), office park (Land Use 750), research and development center (Land Use 760), and business park (Land Use 770) are additional related uses.

Additional Data

If two or more general office buildings are in close physical proximity (within a close walk) and function as a unit (perhaps with a shared parking facility and common or complementary tenants), the total gross floor area or employment of the paired office buildings can be used for calculating the site trip generation. If the individual buildings are isolated or not functionally related to one another, trip generation should be calculated for each building separately.

For study sites with reported gross floor area and employees, an average employee density of 3.3 employees per 1,000 square feet GFA (or roughly 300 square feet per employee) has been consistent through the 1980s, 1990s, and 2000s. No sites counted in the 2010s reported both GFA and employees.

The average building occupancy varies considerably within the studies for which occupancy data were provided. The reported occupied gross floor area was 88 percent for general urban/suburban sites and 96 percent for the center city core and dense multi-use urban sites.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The average numbers of person trips per vehicle trip at the eight center city core sites at which both person trip and vehicle trip data were collected are as follows:

- 2.8 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 2.9 during Weekday, AM Peak Hour of Generator
- 2.9 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 3.0 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 18 dense multi-use urban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.5 during Weekday, AM Peak Hour of Generator
- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.5 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 23 general urban/suburban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.3 during Weekday, AM Peak Hour of Generator
- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.4 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, Colorado, Connecticut, Georgia, Illinois, Indiana, Kansas, Kentucky, Maine, Maryland, Michigan, Minnesota, Missouri, Montana, New Hampshire, New Jersey, New York, Ontario (CAN)Pennsylvania, Texas, Utah, Virginia, and Washington.

Source Numbers

161, 175, 183, 184, 185, 207, 212, 217, 247, 253, 257, 260, 262, 273, 279, 297, 298, 300, 301, 302, 303, 304, 321, 322, 323, 324, 327, 404, 407, 408, 419, 423, 562, 734, 850, 859, 862, 867, 869, 883, 884, 890, 891, 904, 940, 944, 946, 964, 965, 972, 1009, 1030, 1058, 1061

General Office Building
(710)

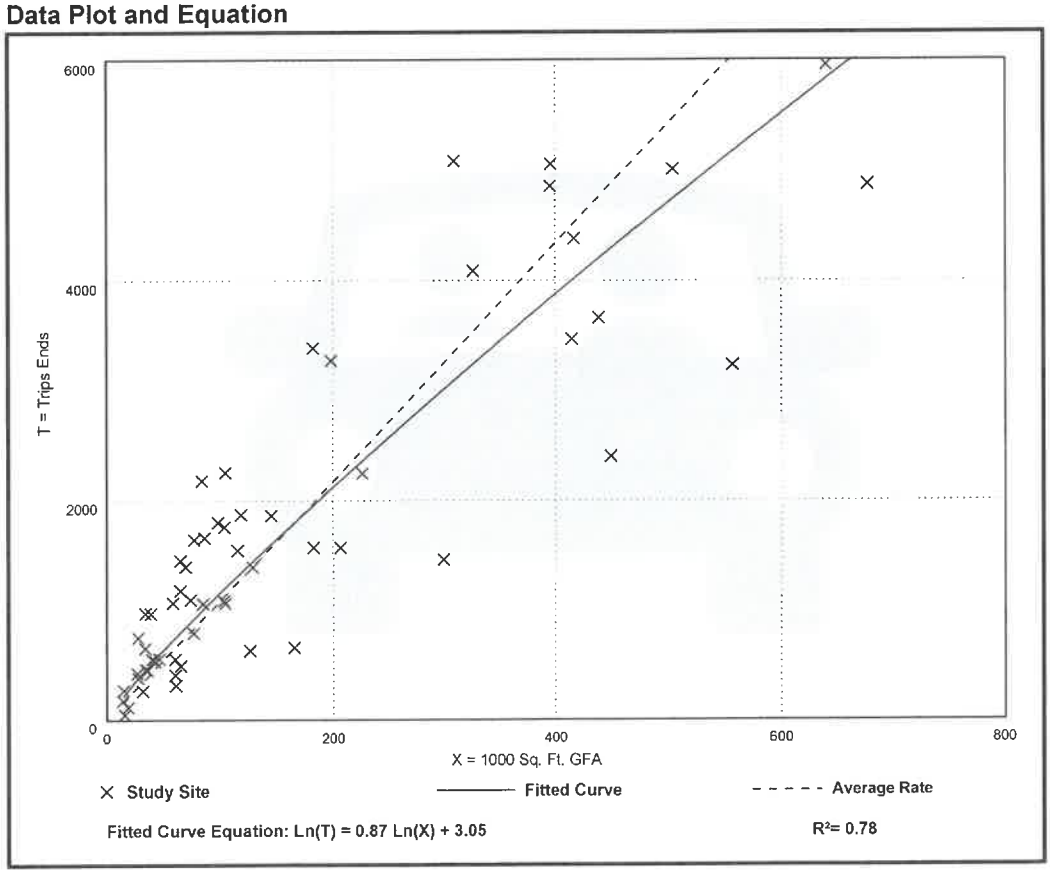
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 59
Avg. 1000 Sq. Ft. GFA: 163
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
10.84	3.27 - 27.56	4.76

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.87 Ln(X) + 3.05

R^2= 0.78

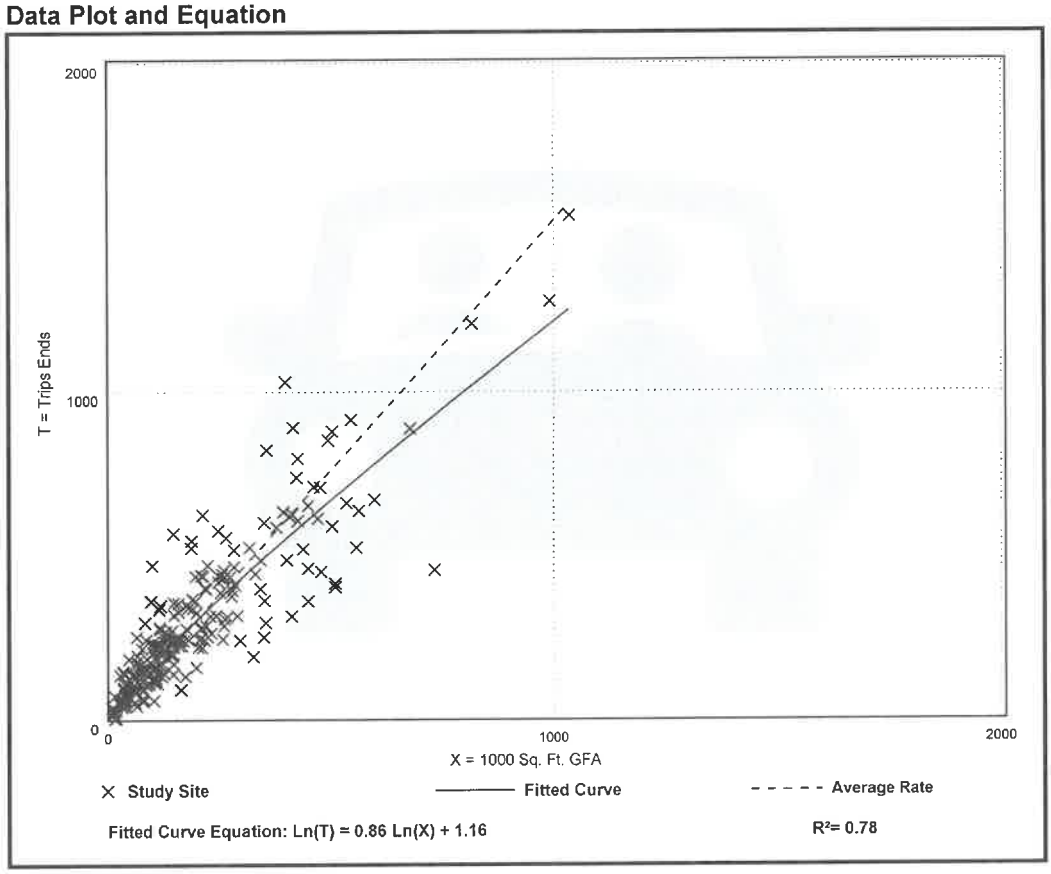
General Office Building
(710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 221
Avg. 1000 Sq. Ft. GFA: 201
Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.52	0.32 - 4.93	0.58

Data Plot and Equation



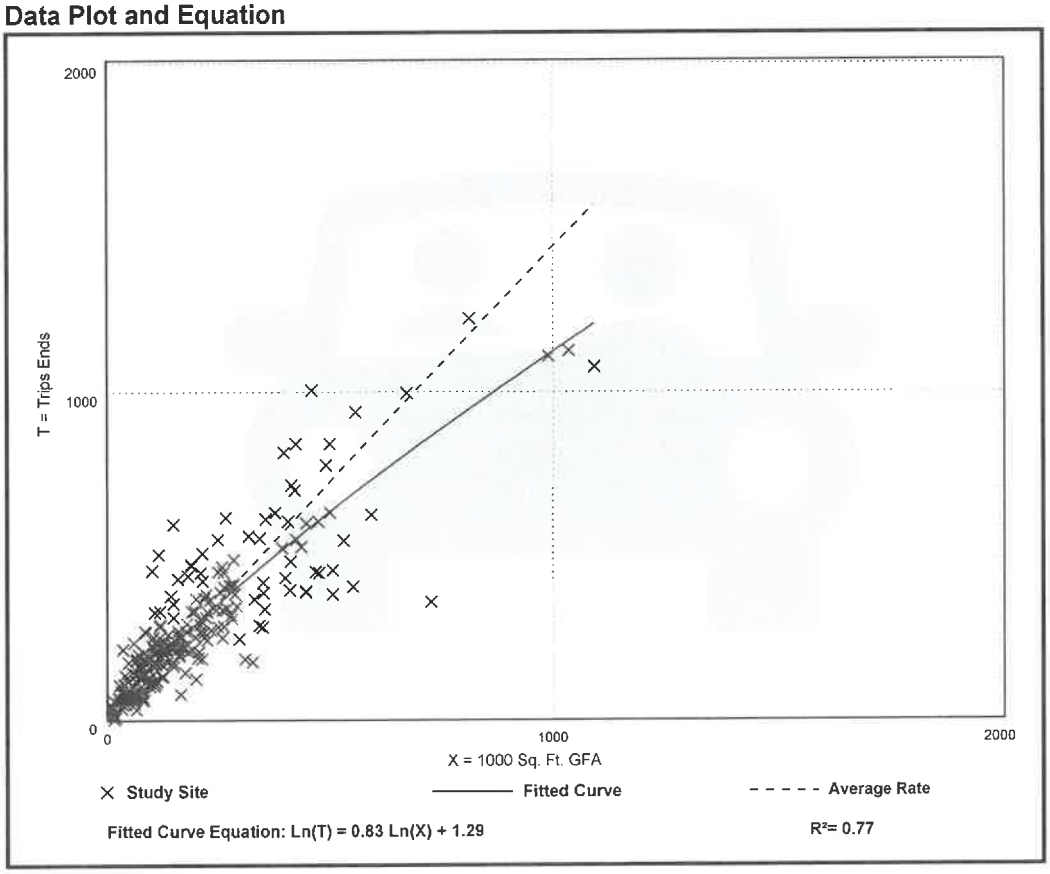
General Office Building
(710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 232
Avg. 1000 Sq. Ft. GFA: 199
Directional Distribution: 17% entering, 83% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.44	0.26 - 6.20	0.60

Data Plot and Equation



Land Use: 720
Medical-Dental Office Building

Description

A medical-dental office building is a facility that provides diagnoses and outpatient care on a routine basis but is unable to provide prolonged in-house medical and surgical care. One or more private physicians or dentists generally operate this type of facility. General office building (Land Use 710) and clinic (Land Use 630) are related uses.

Land Use Subcategory

Analysis of medical-dental office building data found that trip generation rates are measurably different for sites located within or adjacent to a hospital campus and sites that are stand-alone. Data plots are presented for these two land use subcategories.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Connecticut, Kentucky, Maryland, Minnesota, New Jersey, New York, Ohio, Oregon, Pennsylvania, South Dakota, Texas, Virginia, Washington, and Wisconsin.

Source Numbers

104, 109, 120, 157, 184, 209, 211, 253, 287, 294, 295, 304, 357, 384, 404, 407, 423, 444, 509, 601, 715, 867, 879, 901, 902, 908, 959, 972

Medical-Dental Office Building - Stand-Alone (720)

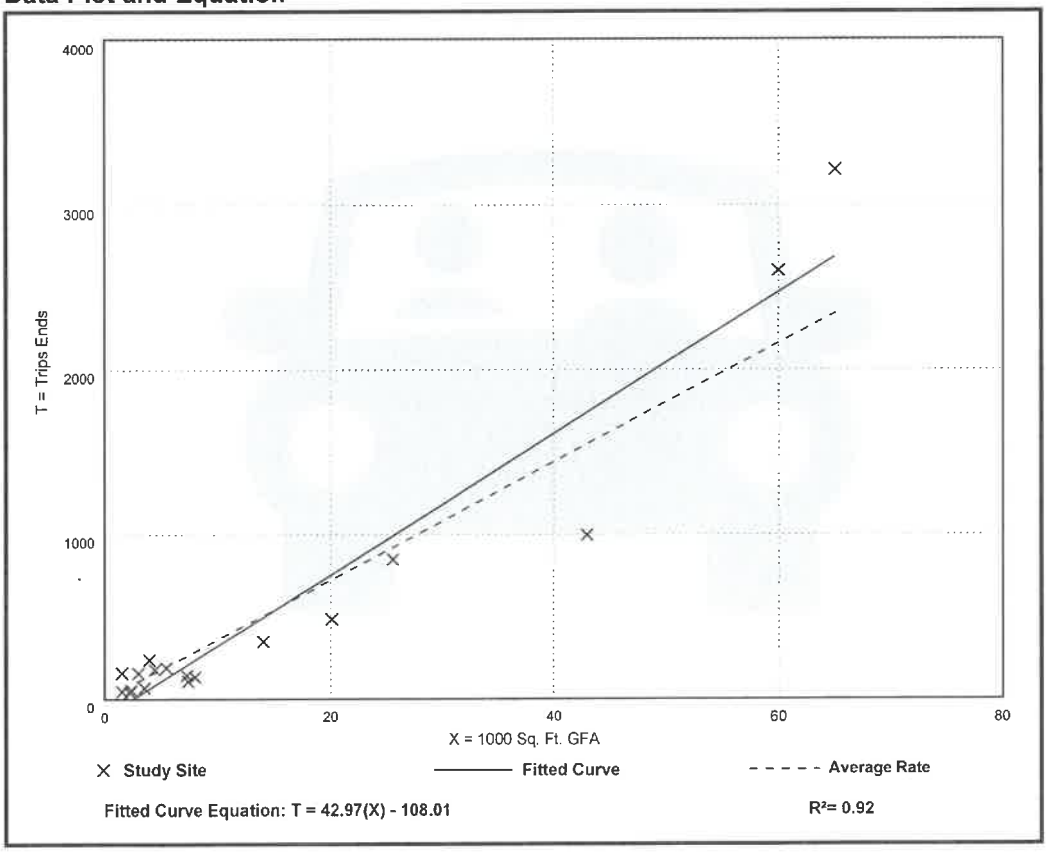
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 18
Avg. 1000 Sq. Ft. GFA: 15
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
36.00	14.52 - 100.75	13.38

Data Plot and Equation



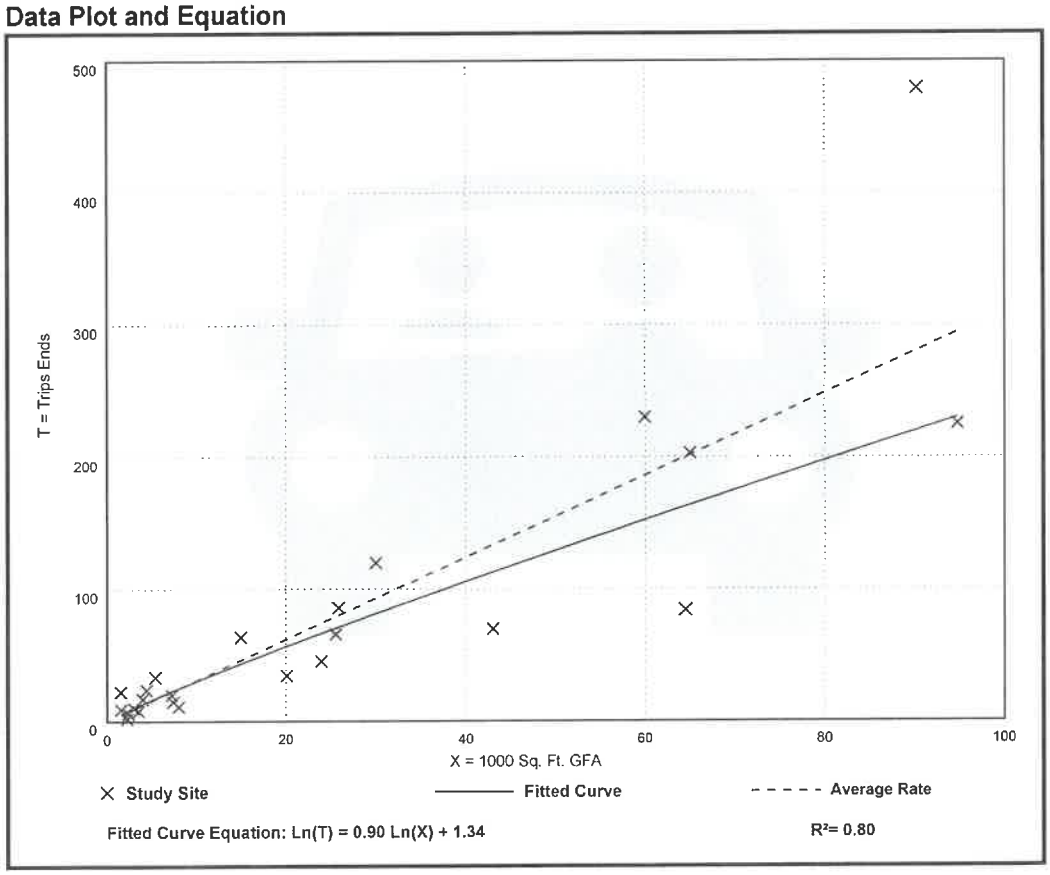
Medical-Dental Office Building - Stand-Alone (720)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 24
Avg. 1000 Sq. Ft. GFA: 25
Directional Distribution: 79% entering, 21% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.10	0.87 - 14.30	1.49

Data Plot and Equation



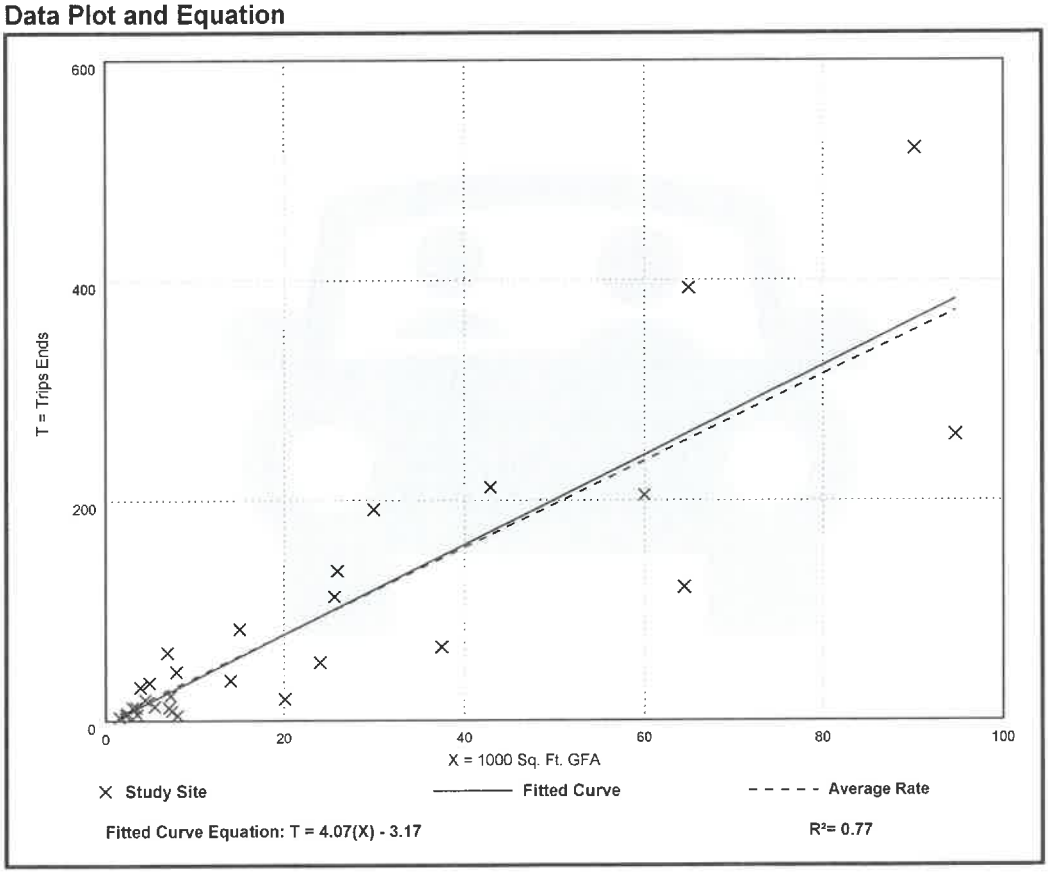
Medical-Dental Office Building - Stand-Alone (720)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 30
Avg. 1000 Sq. Ft. GFA: 23
Directional Distribution: 30% entering, 70% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.93	0.62 - 8.86	1.86

Data Plot and Equation



Land Use: 820
Shopping Center (>150k)

Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has at least 150,000 square feet of gross leasable area (GLA). It often has more than one anchor store. Various names can be assigned to a shopping center within this size range, depending on its specific size and tenants, such as community center, regional center, superregional center, fashion center, and power center.

A shopping center of this size typically contains more than retail merchandising facilities. Office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities are common tenants.

A shopping center of this size can be enclosed or open-air. The vehicle trips generated at a shopping center are based upon the total GLA of the center. In the case of a smaller center without an enclosed mall or peripheral buildings, the GLA is the same as the gross floor area of the building.

The 150,000 square feet GLA threshold value between community/regional shopping center and shopping plaza (Land Use 821) is based on an examination of trip generation data. For a shopping plaza that is smaller than the threshold value, the presence or absence of a supermarket within the plaza has a measurable effect on site trip generation. For a shopping center that is larger than the threshold value, the trips generated by its other major tenants mask any effects of the presence or absence of an on-site supermarket.

Shopping plaza (40-150k) (Land Use 821), strip retail plaza (<40k) (Land Use 822), and factory outlet center (Land Use 823) are related uses.

Additional Data

Many shopping centers—in addition to the integrated unit of shops in one building or enclosed around a mall—include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, retail stores, restaurants, or small offices. Although the data herein do not indicate which of the centers studied include peripheral buildings, it can be assumed that some of the data show their effect.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky,

Maryland, Massachusetts, Michigan, Minnesota, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, and Wisconsin.

Source Numbers

77, 110, 154, 156, 159, 190, 199, 202, 204, 213, 251, 269, 294, 295, 299, 304, 305, 307, 308, 309, 311, 314, 315, 316, 317, 319, 365, 385, 404, 414, 423, 442, 446, 562, 629, 702, 715, 728, 868, 871, 880, 899, 912, 926, 946, 962, 973, 974, 978, 1034, 1040, 1067

Shopping Center (>150k)
(820)

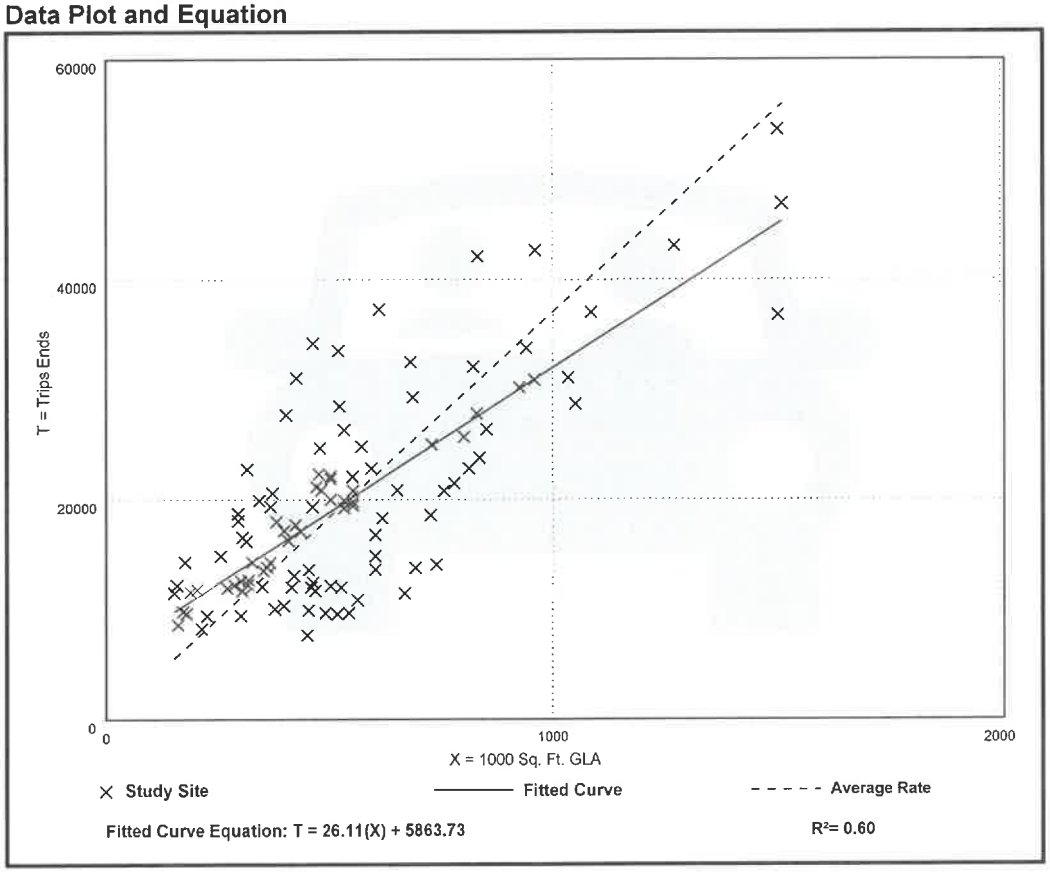
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 108
Avg. 1000 Sq. Ft. GLA: 538
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.01	17.27 - 81.53	12.79

Data Plot and Equation



Fitted Curve Equation: T = 26.11(X) + 5863.73

R^2= 0.60

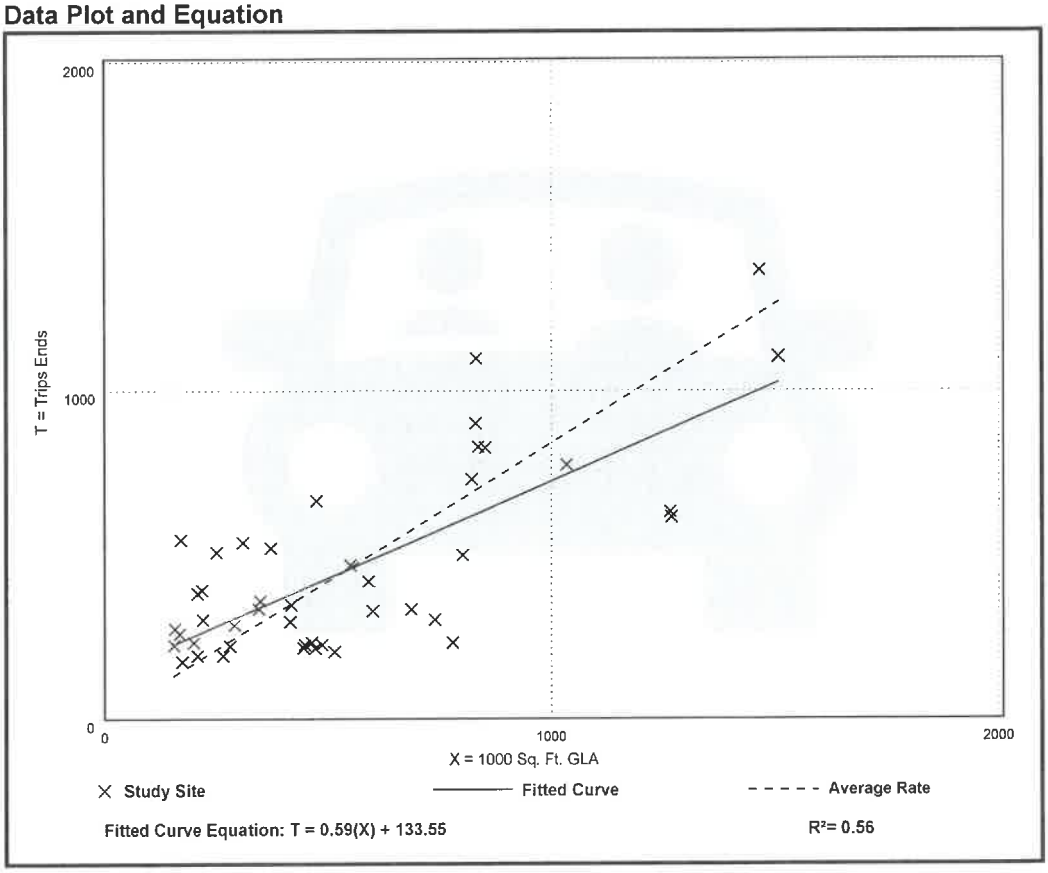
Shopping Center (>150k)
(820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 44
Avg. 1000 Sq. Ft. GLA: 546
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
0.84	0.30 - 3.11	0.42

Data Plot and Equation



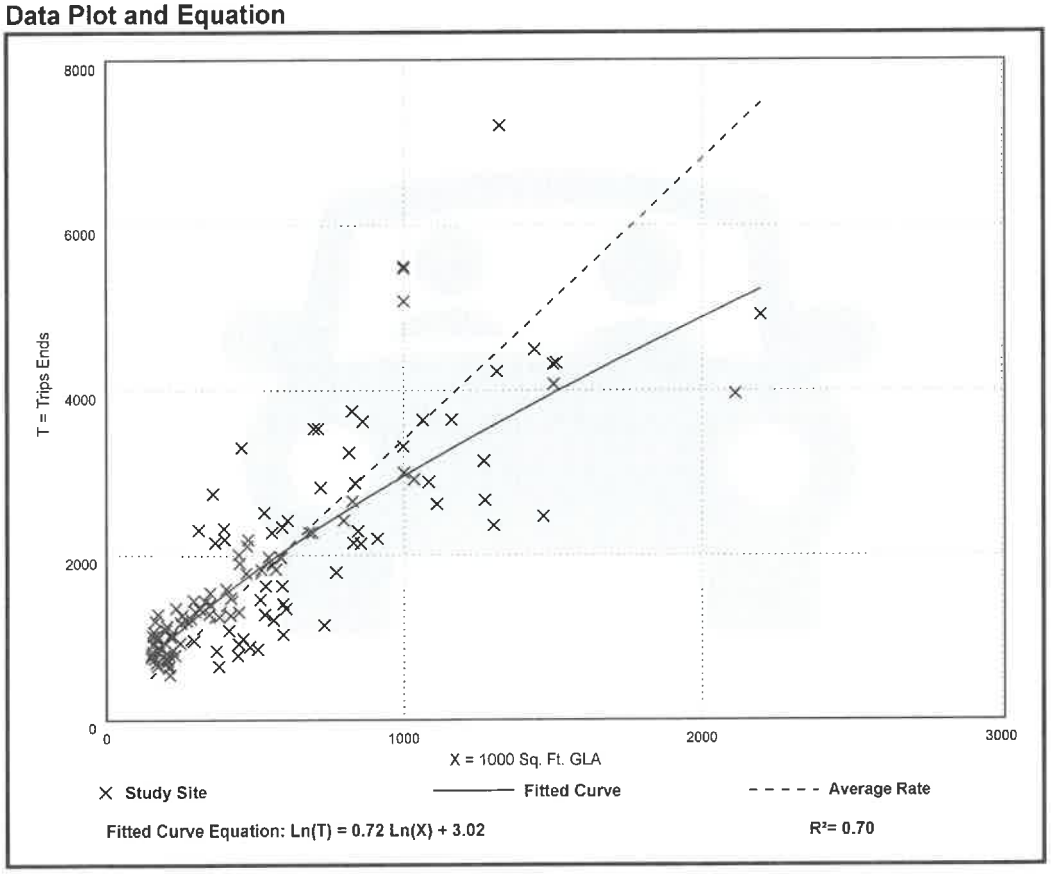
Shopping Center (>150k)
(820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 126
Avg. 1000 Sq. Ft. GLA: 581
Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.40	1.57 - 7.58	1.26

Data Plot and Equation



daly design group, inc.
Urban Planning • Landscape Architecture • Project Management

May 9, 2025

Mark Bennett
Senior Planner
330 W. Church Street
Bartow, FL 33830

Job No: 25201

Project No: LDCPAL-2025-1

Project Name: GPK Holly Hill Groves Rd 2

Mr Bennett,
The following is a written response to comments received on April 23, 2025. The response follows the order of comments provided.

General Comments

1. While not required, it is recommended that the development request a non-binding letter to get an initial indication on the capacity of nearby effected schools. Please visist https://polkschoolsfl.com/schoolconcurrency and click on "Concurrency Application & Fee Schedule Form" to apply. If you have any questions, please feel free to email us at planning@polk-fl.net. When this project applies for Level 2 (site plan) approval, this development will need to apply for a binding school capacity determination letter.

   Response:
   A non-binding school determination letter prepared by Polk County Public Schools is attached for review. See Appedix A.

2. IAS – Access to Roads and Highways:
   1. Vehicle Trips – Please provide a preliminary estimate of daily and PM peak hours vehicle trips, as required by this section.

   Response:
   The Impact Assessment Statements have been revised to include estimated AM and PM peak hour vehicle trips. See page 26 of this report. A detailed Traffic Impact Assessment is attached for review. See Appendix C.

3. IAS – General Information: 2.a. Parks and Recreation – please provide a narrative explain the demand from the proposed project upon existing parks and recreation services.

   Response:
   A narrative response has been included. The estimated need for park and recreation spaces will be included on site. See page 32 of this report.

4. Map E: Traffic Circulation – Please provide this map with the required information.

   Response:
   A Traffic Circulation Map has been included in Exhibit 8.

5. Map G: Drainage Map – Please provide the required map. While it is understood that a detailed Site Plan has not been completed, nor is required for a Plan Amendment, the drainage map should identify existing drainage conditions and features.

   Response:
   A Drainage Map has been included in Exhibit 9.

6. North Ridge SAP – Open Space: POLICY 2.131-U1 of the North Ridge Selected Area Plan states that Ten percent (10%) of open space (30% for the area within the Green Swamp) shall be required of all development, to ensure an aesthetic and visually pleasing sense of place.

   Response:
   The subject site in within the Ridge SPA which requires a minimum of 40% open space for developments over 4 Du/Ac as per Ch 5, Sec 504. The report has been revised to reflect this requirement.

7. School Board Application – Please correct the cover page.

   Response:
   A non-binding school determination letter prepared by Polk County Public Schools is attached for review. See Appendix A.

8. Policy 2.102-A11: Urban Sprawl Criteria – Please provide and analysis / narrative of each item (a. thru m.) listed in this policy.

   Response:
   The report has been revised to include responses and narritives to each criteria. See page 17 of this report.

9. Application – Please provide a Level 4 Land Development Code / Comprehensive Plan Amendment Application (PD LDC 907).

   Response:
   A Level 4 Land Development Application has been submitted with the revised report.

To the best of our knowledge all comments have been addressed. If you have any questions or concerns please feel free to contact the office.

Sincerely,

William Maki, RLA
Project Manager
Daly Design Group

Cc: Toby Spill

Mark J. Bennett, AICP, FRA-RA, CNU-A

Experienced Professional in urban planning, zoning, and land development, both in the public and private sector. Proven leader, manager, and entrepreneur. Veteran with 30 years of military service.

Professional Goal – Create Better Communities!

Education:

Student, International Development Doctoral Program, University of Southern Mississippi (current)
Naval Postgraduate School, Monterrey, CA, Graduate Certificate - Stability, Security, and Development in Complex Operations
Royal Military College of Canada, Toronto, ON, CA, Master of Defence Studies
University of Central Florida, Orlando, FL, Master of Public Administration
University of South Florida (USF), Tampa, FL, Bachelor of Arts - Major - Geography

Memberships (Current):

American Institute of Certified Planners (AICP) - Certificate Number 11241
Florida Redevelopment Association – Certified Redevelopment Administrator (FRA-RA); Member, Board of Directors, Chair, Education and Professional Development Committee
Congress of New Urbanism - Accredited Member (CNU-A)
City of Lake Wales Code Enforcement Board
USF School of Public Affairs Master of Urban and Regional Planning Advisory Council
Polk Vision - Leadership Polk Class XV
Haines City/Northeast Polk Chamber of Commerce - Leadership Class X
Senior Army Reserve Commanders Association, Reserve Officers Association, Military Officers Association of America - Imperial Polk County Chapter, American Legion, Veterans of Foreign Wars, 1st Cavalry Division Association

Memberships (Previous):

Summerlin Academy (military-oriented public school of choice) Advisory Committee, Bartow, FL
Polk County Affordable Housing Advisory Committee
City of Lake Wales Planning Board, Community Redevelopment Agency (CRA) Advisory Committee
Polk Transportation Planning Organization – Technical Advisory Committee, Joint Airport Zoning Board
Central Florida Development Council - Investor

Professional Planner Experience:

Senior Planner, Land Development Division, Polk County Board of County Commissioners, Polk County, FL – February 2023 to Present – Conduct long-range planning, development review activities, and special projects. Previously served from February 2006 to March 2007 as a Principal Planner. Initially hired in January 1989 as a student trainee, was promoted to Planner I, II, III, and Senior Planner before leaving in January 1996.

Development Services Director, City of Lake Wales, FL - July 2020 to February 2023 - Department-level position manager responsible for planning & zoning, building permitting and inspections, code compliance, and support of the Community Redevelopment Agency (CRA) for a city of 17,000+ residents and 20 square miles. Previously served as the City Planner from July 1998 to November 2000, Acting Community Services Director from March to June 1999, and the Development Services Director from January 1996 to June 1997.

Deputy Director of Development Services/CRA Manager, City of Haines City, FL – July 2017 to July 2020 – Responsible for the City's CRA, community-development related activities, and special projects for a rapidly growing city of 25,000+ residents comprising 20 square miles. Served as Director of Development Services in absence of Director. Previously served as City Planner from November 1997 to July 1998, and Planning Manager from March 2007 to April 2015.

Planning Director/Principal, Ridge Professional Group – April 2015 to May 2017 – Responsible for all urban planning and zoning functions for an eight-employee land development consulting firm specializing in permitting and engineering design. Also, part-owner of firm, with additional duties of marketing, sales, and public relations.

Urban Planner – Bennett Consulting Services - July 2001 to February 2006 - Owner of urban planning consulting firm, specializing in subcontracting work for planning & civil engineering firms. Projects include processing Comprehensive Plan Amendments, Planned Developments, creation and implementation of annexation and sector plans, due diligence analysis for prospective land purchases, and property development potential analysis. Served as City Planner for Frostproof, FL from March to August 2005. Provided subject-matter expertise/testimony for clients before Polk County, Lake County, Lakeland, Winter Haven, and Lake Wales.

Planning Services Manager/Business Development Manager – M. T. Causley, Inc. – October 2002 to June 2003 - Contract position, responsible for urban planning services and business development activities (including sales, marketing, personnel and project management) for central Florida area.

Site Acquisition/Zoning Specialist – iTactical Services – November 2000 to October 2002 – Contract position, responsible for selection, acquisition/purchase of property, and obtaining zoning/development approval for placement of communications towers.

Zoning Specialist, SBA Communications Corporation - June to November 1997 - Responsible for siting, zoning, and permitting 20 sites to establish the Sprint PCS network in the Tampa Service Area.

Military Experience:

US Army Reserve (Retired) - April 1989 to May 2019 – Final Rank – Colonel. Key Assignments included Civil Affairs Planning Team Chief, 350th Civil Affairs Command, Pensacola, FL, with duty at US Southern Command, Doral, FL; Commander, 3rd Battalion, 349th Regiment (Logistics Support), Camp Shelby, MS; Commander, 5th Battalion, 95th Regiment, (Civil Affairs/Psychological Operations), Lubbock, TX; Civil Affairs Analyst, US Special Operations Command, MacDill Air Force Base, Tampa, FL; Battalion Executive Officer and Commander, A Company, 478th Civil Affairs Battalion, Perrine, FL; and Public Works Officer/Essential Services Team Leader, 1st Armored Division/1st Cavalry Division Governorate Support Team, Baghdad, Iraq.

Significant Awards and Decorations include the Combat Action Badge, Bronze Star (Meritorious Service) and the Parachutist Badge.

Resume of Service Career available upon request.

Hobbies/Personal Interests:

Reading, attending University of South Florida athletic events, and spending time with wife Melissa and their two children.

October 13, 2025

The Honorable Bill Braswell
Chairman, Polk County
Board of County Commissioners
330 W. Church Street
Bartow, Florida 33830

Dear Chairman Braswell,

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for Polk County (Amendment No. 25-06ACSC), which was received on August 14, 2025. FloridaCommerce has reviewed the proposed amendment in accordance with the state coordinated review process set forth in sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. FloridaCommerce does not identify any objections or comments to the proposed amendment and this letter serves as the Objections, Recommendations and Comments Report. Review comments received by FloridaCommerce from the appropriate reviewing agencies, if any, are enclosed.

The County should act by choosing to adopt, adopt with changes or not adopt the proposed amendment. For your assistance, the procedures for final adoption and transmittal of the comprehensive plan amendment are enclosed.

The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of FloridaCommerce's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to section 163.3184(4)(e)1., F.S. **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to section 163.3184(4)(e)2., F.S.**

If you have any questions related to this review, please contact Adanis Suttle, Planning Analyst, by telephone at (850)-921-3269 or by email via Adanis.Suttle@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/as
Enclosure: Procedures for Adoption

cc: Ben Ziskal, AICP, CEcD, Director of Planning, Polk County
Jennifer Codo-Salisbury, MPA, AICP, Executive Director Central Florida Regional Planning Council

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendment, an adopted future land use map, **in color format,** clearly depicting the parcel, its existing future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for state coordinated review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the FloridaCommerce did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance, and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the FloridaCommerce to the ORC report from the FloridaCommerce.

Agenda Item N.2. 12/16/2025

SUBJECT

Public Hearing (LDCPAS-2025-25 Lake Marion Creek Dr and Pine CCX CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment (CPA) to change the Future Land Use designation on 1.58 +/- acres from Development of Regional Impact (DRI) to Convenience Center-X (CCX) in the Utility Enclave Area (UEA). (No Fiscal Impact)

DESCRIPTION

This is an applicant/County-initiated request for property located on the east side of Lake Marion Creek Drive, south side of Pine Street, west of Hemlock Avenue, north of Marigold Avenue, east of Haines City in Section 03, Township 28, Range 28.

State law requires one Planning Commission hearing, which was held on November 5, 2025, with a recommendation for approval (Vote 7:0).

Section 163.3187, Florida Statutes require the local governing board to take action on the proposed amendment.

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chanda Bennett, AICP, CPM
Land Development Division
(863) 534-6484
chandabenentt@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	**August 28, 2025**
Planning Commission Date:	November 5, 2025
BoCC Dates:	December 16, 2025
Applicant:	Bart Allen, Peterson & Myers
Level of Review:	Level 4 Review, Comprehensive Plan Map Amendment
Case Number and Name:	LDCPAS-2025-25; Lk Marion Creek Dr & Pine St DRI to CCX CPA
Request:	Small Scale Comprehensive Plan Map and Text Amendment from Development of Regional Impact (DRI) to Convenience Center-X (CCX)
Location:	East side of Lake Marion Creek Drive, south side of Pine Street, west of Hemlock Avenue, north of Marigold Avenue, east of Haines City in Section 03, Township 28, Range 28.
Property Owner:	J Everett Allen & Sons Inc
Parcel Size:	1.58± acres (282803-934760-086010)
Development Area/Overlays:	Utility Enclave Area (UEA)
Future Land Use:	Development of Regional Impact (DRI)
Nearest Municipality	Haines City
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 7/0
Public Comment	None
Case Planner:	Robert Bolton, Planner III

Location

Current Future Land Use

Summary

The applicant is requesting a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Designations from Pre-Development of Regional Impact (Pre-DRI) to Convenience Center (CCX) on 1.58± acres in the Utility Enclave Area (UEA). Site is located on the east side of Lake Marion Creek Drive, south side of Pine Street, west of Hemlock Avenue, north of Marigold Avenue, east of Haines City in Section 03, Township 28, Range 28, in the Poinciana Pre-Development of Regional Impact.

Compatibility Summary

This request will be compatible with the surrounding area as the density requested by the applicant is relatively similar to the approved projects in the Poinciana Development of Regional Impact. It has Development of Regional Impact (DRI) surrounding the site, but all of the lots are built out or slated for low density residential. The site was designated as a Church site in the original Poinciana Pre-DRI map. In the original map a 14± acre tract, on the northwest corner of Lake Marion Creek Drive and Pine Street was designated as Commercial. This area was intended for residential support commercial use. The larger site to the northwest was acquired by Polk County and will not be built out with a commercial use. A changing the Future Land Use to Convenience Center, while everything around it is residential in nature, is a compatible usage, as the site sits at the intersection of two Urban Collector roads and has access to available infrastructure with water and sewer.

Infrastructure Summary

The subject site is within the Toho Water Authority Service Area. The site will have access to water and wastewater lines. This was confirmed by the Service Area Map on the Toho Water Authority website and a representative that was reached via phone. The road that access the site, Lake Marion Creek Drive and Pine Street, are both Urban Collectors, have available capacity and are in Fair condition. Mass transit is not available nearby, and there is not a stop nearby to the site. The closest mass transit is Citrus Connection Line 603, with the closest stop at Coyote Road and Bobcat Court approximately 5.9 miles northeast of the site. Public safety response times are normal for this part of the County. School capacity is not anticipated to be an issue with the cite to develop with commercial use. The request is compatible with the available infrastructure.

Environmental Summary

The nearest neighborhood park is the Lil Halibut Park 1.6 miles east of the site and the nearest regional Park is Poinciana Community Park 4.0 miles to the south of the subject site. The soil types for the site are Tavares fine sand and Astatula sand. There are no indicated wetlands on the subject site, and is not in 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 2.107(A1-A5): Utility Enclave Area (UEA)
- Policy 2.110-C: Convenience Center (CC)
- Policy 2.130-A: Poinciana Pre-DRI

Findings of Fact

Request and Legal Status

- This is an applicant-initiated request for the Future Land Use designation change from Pre-Development of Regional Impact (Pre-DRI) to Convenience Center (NACX).

- The subject site was originally designated as Church in the Poinciana Master Plan.

- The Poinciana development received approval by Polk County in 1971 as a Planned Unit Development (PUD 71-10). In 1983, Poinciana received vested rights status under Section 830.06 and 120.57, F.S., which vested this project from the Development of Regional Impact (DRI) review process.

- The CCX is required by the applicant because they wish to build a retail store on the undeveloped subject site.

Compatibility

- The existing uses surrounding the site are:
    - North – DRI; detached single family residential.
    - West – DRI; undeveloped, Polk County Parks & Recreation.
    - East – DRI; detached single family residential.
    - South – DRI; detached single family residential.

- The general area to the east, north, and south of the subject site are designated for single family detached. The site is currently slated for Church. However, the northwest corner of the intersection was originally Commercial and was purchased by Polk County in 2023 for Recreation. Commercial was originally intended for this intersection in the Poinciana Master Plan.

Infrastructure

- The zoned schools for the site are Laurel Elementary, Lake Marion Creek Middle, and Haines City High School.

- Polk County Fire Rescue Station 46 will be the response unit for fire and EMS for this site. It is located at 9500 Marigold Avenue, Kissimmee, with an approximate travel distance of 3.2 miles.

- The subject site is within the Sheriff Department's Northeast District. The Northeast District Office is located at 100 Dunson Road in Davenport.

- The site will have access to water and wastewater lines. This was confirmed by the Service Area Map on the Toho Water Authority website and a representative that was reached via phone.

- There are sidewalks that run north to south along Lake Marion Creek Drive, fronting the subject site as well as along the north side of Pine Steet fronting the subject site.

- The closest mass transit is Citrus Connection Line 603, their Southwest Poinciana line with the closest stop at Coyote Road and Bobcat Court approximately 5.9 miles northeast of the site.

- The nearest neighborhood park is the Lil Halibut Park 1.6 miles east of the site and the nearest regional Park is Poinciana Community Park 4.0 miles to the south of the subject site.

- The environmental land that is closest to the subject site are the Kissimmee Chain of Lakes south of the subject site.

Environmental

- The site's elevation is relatively flat with an elevation of 84 feet, with only a few spots where the elevation dips to a low of 60 feet at the right-of-way boundary and 87 feet near the center of the site.

- The subject site is not located within a floodplain and has no wetlands indicated.

- The site is located within the Polk Green Potential Network Connections District. Adjacent to the west of the site Polk County has in excess of 280 acres of land under a conservation Easement as recorded in OR Book 12845, Page 0260.

- The soil types for the site are Tavares fine sand and Astatula 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.

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 2.107-A1 DESCRIPTION - UEAs shall be those areas within the County which have developed at urban or suburban densities with County-owned, municipal or County-franchised potable-water systems, and centralized public sewer facilities, or private sewer system in excess of 400,000 GPD. UEAs are typically lacking the full complement of other urban services typically found in the Transit Supportive Development, Urban Growth, or Suburban Areas.

- POLICY 2.107-A2 DESIGNATION AND MAPPING - The Future Land Use Map Series shall designate and map Utility-Enclave Areas (UEAs) base districts for those areas of the County meeting the general characteristics of this Section 2.107. Expansion of Utility Enclave Areas shall only be permitted in those cases where:
  - a.it is determined that such expansion is necessary for the utility provider to realize a beneficial return on its existing utility investment(s);
  - b.it is consistent with other policies in the Plan, and meets the requirements of Policy 2.102-A9 and Policy 2.102-A10 ("locational criteria" for land use and development area expansions); andc.it is determined, through adequate data and analysis of population and land use needs, that such expansion is needed.

- POLICY 2.107-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within UEAs:
  - ACTIVITY CENTERS: Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and High-Impact Commercial Centers shall be permitted within UEA's in accordance with applicable criteria.
  - RESIDENTIAL: Residential-High, Residential-Medium and Residential-Low Districts shall be permitted within UEA's in accordance with applicable criteria.
  - OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, Preservation.

- POLICY 2.107-A4: OVERLAY DISTRICTS - All Overlay Districts shall be permitted within UEAs in accordance with applicable criteria.

- POLICY 2.107-A5: DEVELOPMENT CRITERIA - Development within UEAs shall conform to the following criteria as further specified by the Land Development Code:

  All uses developed after adoption of the Polk County Comprehensive Plan shall be required to connect to the existing centralized water and sewer system and may receive a development order provided all other provisions of this Plan are met.

  - Incorporate design features that promote healthy communities, green building practices, mixed use development, transit oriented design, variety in housing choices and other initiatives consistent with Section 2.1251 - Community Design, of this element.
  - Provide access to parks, green areas, and open space and other amenities.
  - Be designed to facilitate the provision of public safety services (i.e., fire, EMS and law enforcement). In order to achieve higher densities and intensities allowed by each land use, development in the UEA shall be required to connect to centralized water and sewer system and incorporate clustering and other low impact design criteria as established under the Conservation Development Section

- POLICY 2.110-C1: CHARACTERISTICS - Convenience Centers are intended to accommodate the convenience-shopping needs of residents living within the immediate surrounding area. General (approximate) characteristics of Convenience Centers are:
  - Usable Area: Up to 5 acres
  - Gross Leasable Area (GLA): 3,000 to 20,000 square feet
  - Minimum Population Support: 2,500 to 5,000 people
  - Market-Area Radius: 1 mile
  - Typical Leading Tenant: Convenience Store
  - Other Typical Leading Tenants: Laundry, Dry Cleaning, Barber, Restaurant, Gas Station, Office

- POLICY 2.110-C2: DESIGNATION AND MAPPING - Convenience Centers shall be located within TSDAs, UGAs, SDAs, and UEAs as designated on the Future Land Use Map Series as "Convenience Center" (CC).

- POLICY 2.110-C3: LOCATION CRITERIA - Convenience Centers shall be located at the intersections of arterial and/or collector roads, and of collector and local roads in Redevelopment Areas consistent with Section 2.124-F. There shall be the following traveling distance, on public roads, between the center of a Convenience Center and the center of any other Convenience Center, or other higher-level Activity Center, Linear Commercial Corridor, or Commercial Enclave providing for the same convenience-shopping needs:
  - a. One (1) mile within the TSDA and UGA.
  - b. Two (2) miles within the SDA and UEA.

  This required separation may be reduced if:
  - a. The higher-level Activity Center, Linear Commercial Corridor or Commercial Enclave within the required distance separation is over 80% developed; or
  - b. The proposed Neighborhood Activity Center market-area radius, minimum population support is over 5,000 people.

- POLICY 2.110-C4: DEVELOPMENT CRITERIA - Development within a Convenience Center shall conform to the following criteria:
  - a. Convenience Centers shall have frontage on, or direct access to, an arterial or collector roadway, or a frontage road or service drive which directly serves an arterial or collector roadway.
  - b. Different uses within a Convenience Center shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical.
  - c. 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.
  - d. 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.
  - e. Residential uses shall not be permitted in Convenience Centers.
  - f. Offices uses shall not exceed 40 percent of the total area within the convenience center. Commercial uses may constitute 100 percent of the convenience center.
  - g. The maximum floor area ratio shall not exceed 0.25 unless developed as a Planned Development.
  - h. Planned Developments within the Convenience Center may be permitted a maximum floor area ratio up to 0.50. Intensity increases shall only be awarded to innovative, efficient, and compatible Planned Development proposals that are consistent with the general district characteristics and are located within the TSDA and UGA. Such Planned Developments shall also be designed to be compact and require less land area than other alternatives. The Land Development Code shall establish specific development standards and criteria for Planned Developments within activity centers.

- POLICY 2.130-A: POINCIANA (PRE-DRI #1) - The Poinciana development contains approximately 47,000 acres located in Polk and Osceola counties. The project is a multi-use development proposed to contain single-family, multi-family, commercial, industrial, institutional, and open space/recreation uses within 8 villages, 9 estate areas, and 6 office/industrial parks. Located in Polk County are Villages 3, 4, 6, 7, and 8. The Poinciana development received approval by Polk County in 1971 as a Planned Unit Development (PUD 71-10). In 1983, Poinciana received vested rights status under Sections 830.06 and 120.57, F.S., which vested this project from the Development of Regional Impact (DRI) review process.

The approved master development plan for Poinciana and subsequent modifications to various portions of this development are on file in the offices of the Polk County Land Development Division. Approved land uses are also detailed in the Poinciana Binding Letter of Interpretation of Vested Rights Status, date May 17, 1983, and subsequent Binding Letters of Modification to a Development of Regional Impact with Vested Rights (BLIVR), issued by and on file with the Department of Economic Opportunity (DEO). Additional copies are also available through the Polk County Land Development Division. In 2018, the Florida legislature modified Section 380.06 that local governments may modify the BLIVRs instead of DEO. The Land Development Code includes processes and procedures to determine if property is within the boundaries of Poinciana

and how development will be implemented. This also includes Future Land Use changes adjacent to proposed roadways.

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 2025-25.**

Planning Commission Recommendation: On November 5, 2025 in an advertised public hearing, the Planning Commission voted 7:0 to **recommend APPROVAL of LDCPAS-2025-25.**

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 Pre-DRI; undeveloped. Commercial (Conservation Easement)	**North** Pre-DRI; low density detached single family residential	**Northeast** Pre-DRI; low density detached single family residential
West Pre-DRI; undeveloped. Multi-Family Med Density (Conservation Easement)	**Subject Site** Pre-DRI; undeveloped Church Designation	**East** Pre-DRI; low density detached single family residential
Southwest Pre-DRI; undeveloped. Multi-Family Med Density (Conservation Easement)	**South** Pre-DRI; low density detached single family residential	**Southeast** Pre-DRI; low density detached 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

Utility Enclave Areas (UEA) shall be those areas within the County which have developed at urban or suburban densities with County-owned, municipal or County-franchised potable-water systems, and centralized public sewer facilities, or private sewer system in excess of 400,000 GPD. UEAs are typically lacking the full complement of other urban services typically found in the Transit Supportive Development, Urban Growth, or Suburban Areas.

The request is a Future Land Use that is not out of context or compatibility with the surrounding uses. Within the Binding Letter of Interpretation of Vested Rights Status (BLIVR-783-002) the State of Florida Department of Community Affairs provided a table of Land Use Distribution which indicates that the Poinciana development contains, in part, 300 acres of Church Land and 1,000 acres of General Commercial land. The request is for a Future Land Use change from Pre-Development of Regional Impact (Pre-DRI), with Map H indicating a use of Church, to Convenience Center-X (CCX). As seen in Exhibit 7, the Poinciana Master Plan indicates the site as Church. However, it should be noted that to the northwest of the subject site is a parcel designated a Commercial, approximately 14 acres. This Commercial site along with a majority of the property west of Lake Marion Creek Drive and east of Lake Marion was acquired by Polk Couty in September of 2023 and is planned for use by Parks and Recreation. Commercial use originally intended for this intersection. Changing the land use to Convenience Center, while everything around it is residential in nature, is a compatible usage, as the site sits at the intersection of two Urban Collector roads and has access to available infrastructure with water and sewer.

B. Infrastructure

The site will have access to water and wastewater lines. This was confirmed by the Service Area Map on the Toho Water Authority website and a representative that was reached via phone. The site accesses onto Lake Marion Creek Drive and Pine Street, both of which are Urban Collectors. 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 one of the schools, the other two schools are over capacity, but this should not be an issue as site is expected to develop with commercial use. 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. However, site is expected to develop with commercial uses so no student generation is anticipated.

Table 2 School Information

Name of School	Annual Estimated Demand	% Capacity 2024-2025 School Year	Average driving distance from subject site
Laurel Elementary School	**0 students**	**78%**	**1.9 miles**
Lake Marion Creek Middle School	**0 students**	**85%**	**0.8 miles**
Haines City High School	**0 students**	**95%**	**9.0 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	**Southeast District Command Unit** (4011 Sgt. Mary Campbell Way, Lake Wales)	Priority 1 – 14:17 Priority 2 – 34:37
Fire/ EMS	**Station #46** (9500 Marigold Avenue, Kissimmee, FL)	3.2 +/- miles / 7-9 min

*Source: Polk County Sheriff's Office & Polk County Fire Rescue. Response times for October 2025. *Response times are based from when the station receives the call, not from when the call is made to 911..*

Water and Wastewater

A. Estimated Demand

The site will have access to water and wastewater lines as all of the surrounding sites developed will also have access. There is a 12-inch potable water main stubbed out, approximately 975 feet north of Pine Street at the intersection of Lake Marion Road and Silver Glen Road. There is a 6-inch sewer force main along the southern boundary of the site.

Table 4: Estimated Water and Sewer Impact Analysis

Permitted Density / Intensity	**Maximum Permitted in Existing Land Use DRI**	**Maximum Permitted in Proposed CC**
1.58± acres RL	1.58± acres (68,825 sf) X 0.25 FAR = 17,206 sf	1.58± acres (68,825 sf) X 0.25 FAR = 17,206 sf
Potable Water Consumption	17,206 sf X 0.15 = **2,581 GPD**	17,206 sf X 0.3 = **5,162 GPD**
Wastewater Generation	2,581 GPD X 80% = **2,065 GPD**	5,162 GPD X 80% = **4,130 GPD**

B. Service Provider

The subject site is within the Toho Water Authority Service Area for water and wastewater. This was confirmed by the Toho Service Area Map on their site.

C. Available Capacity

Information is not available for capacity as the water and wastewater is handled by Toho Water Authority.

D. Planned Improvements

No new planned improvements were noted.

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 increased trips.

Table 5: Estimated Transportation Impact Analysis

Permitted Density / Intensity	Maximum Permitted in Existing Land Use DRI	Maximum Permitted in Proposed CC
7.1± acres RL	1.58± acres (68,825 sf) X 0.25 FAR = 17,206 sf	1.58± acres (68,825 sf) X 0.25 FAR = 17,206 sf
Average Annual Daily Trips (AADT)	17 X 60.06 AADT = **1,021 Trips**	17 X 92.87 AADT X 76% = **1,200 Trips**
PM Peak Hour Trips	17 X 8.95 AADT X 76% =**116 Trips**	17 X 15.85 AADT X 76% = **205 Trips**

Source: Concurrency Manual (Polk TPO 10/21/20252): CC @ Convenience Market 92.87 AADT per 1,000 sf, 15.85 AADT per 1,000 sf PM Peak Hour,

B. Available Capacity

The roads surrounding the subject site have sufficient PM Peak capacity available for a commercial development. On the norther side of Pine Street is an area of residential use that is continuing the residential development for the area. The table after this paragraph provides the current PM Peak Hour capacities of the nearby road links. It is also relevant to consider that the subject site is abutting residential development to the north, east and south. These developments will have a significant impact on the road links.

Table 6: Roadway Link Concurrency

Link #	Road Name	Lane Type*	Current LOS	Available Peak Hour Capacity	Minimum LOS Standard	Project 5 Year LOS
8214N	Lake Marion Creek Dr	2U	C	464	D	C
8214S	Poinciana Pkwy to Cypress Pkwy (CR580).	UC		454		

*Source: Polk County Transportation Planning Organization, 2025 Roadway Network Database January 2025. *2U means two lane undivided, UC means Urban Collector*

C. Roadway Conditions

The condition of Lake Marion Creek Drive is currently Fair. 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 sidewalks that run north to south along Lake Marion Creek Drive fronting the subject site. Pine Street has a sidewalk on the north side; however, on the south side fronting the site does not have a sidewalk.

E. Planned Improvements:

There are plans to widen and improve Lake Marion Creek Drive, and a plan in place to widen Marigold Avenue from Cypress Parkway to Palmetto Street. Also, Cypress Parkway will be widened from Power Line Road to West Solivita Boulevard.

F. Mass Transit

The closest mass transit is Citrus Connection Line 603, their Southwest Poinciana line with the closest stop at Coyote Road and Bobcat Court approximately 5.9 miles northeast of the site.

Park Facilities:

The following analysis is based on public recreation facilities.

A. Location:

The nearest neighborhood park is the Lil Halibut Park 1.6 miles east of the site and the nearest regional Park is Poinciana Community Park 4.0 miles to the south of the subject site.

B. Services:

Lil Halibut Park has a tot lot and playground. Poinciana Community Park has a walking path, a playground, baseball fields, a cricket pitch and basketball parks. There are also multipurpose fields, a pavilion that can be rented and league play. Additionally, a dog park features separate areas for large and small dogs, agility equipment, water fountains and shaded areas for humans.

C. Multi-use Trails:

The closest free hiking trail is in Poinciana Community Park 4.0 miles to the south of the subject site.

D. Environmental Lands:

This site contains no County owned environmental lands. The closest environmental lands to the site are the Kissimmee Chain of Lakes south 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 subject site is comprised of a mix of soil types, which may dictate construction techniques.

A. Surface Water:

There is no surface water on the subject site. The site's elevation is relatively flat with an elevation of 84 feet at the right-of-way boundary and 87 feet near the center of the site. There are no surface waters on the site.

B. Wetlands/Floodplains:

The subject site is not located within a floodplain and has no wetlands indicated.

C. On-Site 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 subject have limitations for septic tank absorption. However, the site will be able to connect to Toho wastewater lines, so this should not be an issue.

Table 8

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to Dwellings w/o Basements**	**% of Site** *(approximate)*
Tavares fine sand, 0 to 5 percent slopes (15)	Moderate: wetness	Slight	70%
Astatula sand, 0 to 5 percent slopes (46)	Slight	Moderate: slope	30%

*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. 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 TOHO Utilities.

E. 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.

F: Polk Green Districts and Conservation Easements:

The site is located within the Potential Network Connections area of the Polk Green District Comprehensive Plan Map Series. The lands on the west side of Lake Marion Creek Drive, owned by Polk County, in excess of 280 acres is under a conservation easement as recorded in OR Book 12845, Page 0260.

G. 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.

H. 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. Everything around the subject site is slated for low density residential use, meaning this land use change is compatible.
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.	Subject site is at the intersection of two Urban Collector Roads which is ideal for commercial use. Toho Water Authority lines are readily available in this area for water and wastewater. This request is consistent with this policy.

Comprehensive Plan Policy	Consistency Analysis
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 low density residential. There is available connectivity to water, wastewater, and electricity. Fire and Sheriff are available for this area. The schools that are zoned for the site have capacity, but site is expected to develop commercially, so this should not be an issue. The request effectively swaps a small portion of the Commercial use, under the Pre-DRI map, from the northwest of the site to the site replacing the non-residential use of Church with Convenience Center.
POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable);e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways; 2.sanitary sewer and potable water service; 3. storm-water management; 4. solid waste collection and disposal; 5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment; 6. emergency medical service (EMS) provisions; and 7. other public safety features such as law enforcement; 8. schools and other educational facilities 9. parks, open spaces, civic areas and other community facilities, f. environmental factors, including, but not limited to: 1. environmental sensitivity of the property and adjacent property; 2. surface water features, including drainage patterns, basin characteristics, and flood hazards; 3. wetlands and primary aquifer recharge areas; 4. soil characteristics; 5. location of potable water supplies, private wells, public well fields; and 6. climatic conditions, including prevailing winds, when applicable.	
POLICY 2.107-A1 DESCRIPTION - UEAs shall be those areas within the County which have developed at urban or suburban densities with County-owned, municipal or County-franchised potable-water systems, and centralized public sewer facilities, or private sewer system in excess of 400,000 GPD. UEAs are typically lacking the full complement of other urban services typically found in the Transit Supportive Development, Urban Growth, or Suburban Areas.	Convenience Center is allowed within the Utility Enclave Area. Water and sewer lines have already been constructed in this area by Toho Water Authority and will service the subject site if developed.

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.107-A2 DESIGNATION AND MAPPING - The Future Land Use Map Series shall designate and map Utility-Enclave Areas (UEAs) base districts for those areas of the County meeting the general characteristics of this Section 2.107. Expansion of Utility Enclave Areas shall only be permitted in those cases where: o a. it is determined that such expansion is necessary for the utility provider to realize a beneficial return on its existing utility investment(s); o b .it is consistent with other policies in the Plan, and meets the requirements of Policy 2.102-A9 and Policy 2.102-A10 ("locational criteria" for land use and development area expansions); andc.it is determined, through adequate data and analysis of population and land use needs, that such expansion is needed. POLICY 2.107-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within UEAs: o ACTIVITY CENTERS: Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and High-Impact Commercial Centers shall be permitted within UEA's in accordance with applicable criteria. o RESIDENTIAL: Residential-High, Residential-Medium and Residential-Low Districts shall be permitted within UEA's in accordance with applicable criteria. o OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, Preservation. POLICY 2.107-A4: OVERLAY DISTRICTS - All Overlay Districts shall be permitted within UEAs in accordance with applicable criteria. POLICY 2.107-A5: DEVELOPMENT CRITERIA - Development within UEAs shall conform to the following criteria as further specified by the Land Development Code: o All uses developed after adoption of the Polk County Comprehensive Plan shall be required to connect to the existing centralized water and sewer system and may receive a development order provided all other provisions of this Plan are met. o Incorporate design features that promote healthy communities, green building practices, mixed use	

Comprehensive Plan Policy	Consistency Analysis
development, transit oriented design, variety in housing choices and other initiatives consistent with Section 2.1251 - Community Design, of this element. o Provide access to parks, green areas, and open space and other amenities. o Be designed to facilitate the provision of public safety services (i.e., fire, EMS and law enforcement). In order to achieve higher densities and intensities allowed by each land use, development in the UEA shall be required to connect to centralized water and sewer system and incorporate clustering and other low impact design criteria as established under the Conservation Development Section	
POLICY 2.110-C1: CHARACTERISTICS - Convenience Centers are intended to accommodate the convenience-shopping needs of residents living within the immediate surrounding area. General (approximate) characteristics of Convenience Centers are: □ Usable Area: Up to 5 acres □ Gross Leasable Area (GLA): 3,000 to 20,000 square feet □ Minimum Population Support: 2,500 to 5,000 people □ Market-Area Radius: 1 mile □ Typical Leading Tenant: Convenience Store □ Other Typical Leading Tenants: Laundry, Dry Cleaning, Barber, Restaurant, Gas Station, Office POLICY 2.110-C2: DESIGNATION AND MAPPING - Convenience Centers shall be located within UDAs, UGAs, SDAs, and UEAs as designated on the Future Land Use Map Series as " Convenience Center" (CC). POLICY 2.110-C3: LOCATION CRITERIA - Convenience Centers shall be located at the intersections of arterial and/or collector roads, and of collector and local roads in Redevelopment Areas consistent with Section 2.124-F. There shall be the following traveling distance, on public roads, between the center of a Convenience Center and the center of any other Convenience Center, or other higher-level Activity Center, Linear Commercial Corridor, or Commercial Enclave providing for the same convenience-shopping needs: □ a. One (1) mile within the TSDA and UGA. □ b. Two (2) miles within the SDA and UEA. This required separation may be reduced if: □ a. The higher-level Activity Center, Linear Commercial Corridor or Commercial Enclave within	The subject's 1.58± acre site meets the Characteristics for a Convenience Center and is located within the UEA. The site has a population support within a 1-mile radius of 5,899. Within the Pre-DRI Map the nearest commercial sites may be seen in Exhibit 7. The Commercial locations on the west side of Lake Marion Creek Drive are currently owned by Polk County and are administered by the Parks and Recreation Division, the largest of which would be in excess of 13 acres. The next nearest Commercial area is locates approximately ½ mile northeast of the site and is currently under construction with a multi-unit retail/office strip center. Approximately ¾ mile north of the subject on Lake Marion Creek Drive is a developed Gas Station. The request effectively swaps a small portion of the Commercial use, under the Pre-DRI map, from the northwest of the site to the site replacing the non-residential use of Church with Convenience Center.

Comprehensive Plan Policy	Consistency Analysis
the required distance separation is over 80% developed; or □ b. The proposed Convenience Center market-area radius, minimum population support is over 5,000 people. POLICY 2.110-D4: DEVELOPMENT CRITERIA - Development within a Convenience Center shall conform to the following criteria: □ a. Convenience Centers shall have frontage on, or direct access to, an arterial or collector roadway, or a frontage road or service drive which directly serves an arterial or collector roadway. □ b. Different uses within a Convenience Center shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical. □ c. 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. □ d. 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. □ e. Residential uses shall not be permitted in Convenience Centers. □ f. Offices uses shall not exceed 40 percent of the total area within the convenience center. Commercial uses may constitute 100 percent of the convenience center. □ g. The maximum floor area ratio shall not exceed 0.25 unless developed as a Planned Development. □ h. Planned Developments within the Convenience Center may be permitted a maximum floor area ratio up to 0.50. Intensity increases shall only be awarded to innovative, efficient, and compatible Planned Development proposals that are consistent with the general district characteristics and are located within the TSDA and UGA. Such Planned Developments shall also be designed to be compact and require less land area than other alternatives. The Land Development Code shall establish specific development standards and criteria for Planned Developments within activity centers.	

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. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Summary of analysis
b. *Allows a significant amount of urban development to occur in rural areas.*	Summary of analysis
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Summary of analysis, surrounding Development, compatibility
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Summary of analysis, surrounding Development, compatibility
e. *Fails to adequately protect adjacent agricultural areas.*	Compatibility with Surrounding Land Uses
f. *Fails to maximize existing public facilities and services.*	Summary of Analysis, Infrastructure
g. *Fails to minimize the need for future facilities and services.*	Summary of Analysis, Infrastructure
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Summary of Analysis, Infrastructure
i. *Fails to provide a clear separation between urban and rural uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Summary of Analysis, Compatibility with Surrounding Land Uses
k. *Fails to encourage an attractive and functional mixture of land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
l. *Will result in poor accessibility among linked or related land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
m. *Results in the loss of a significant amount of open space.*	Summary of Analysis, Compatibility with Surrounding Land Uses

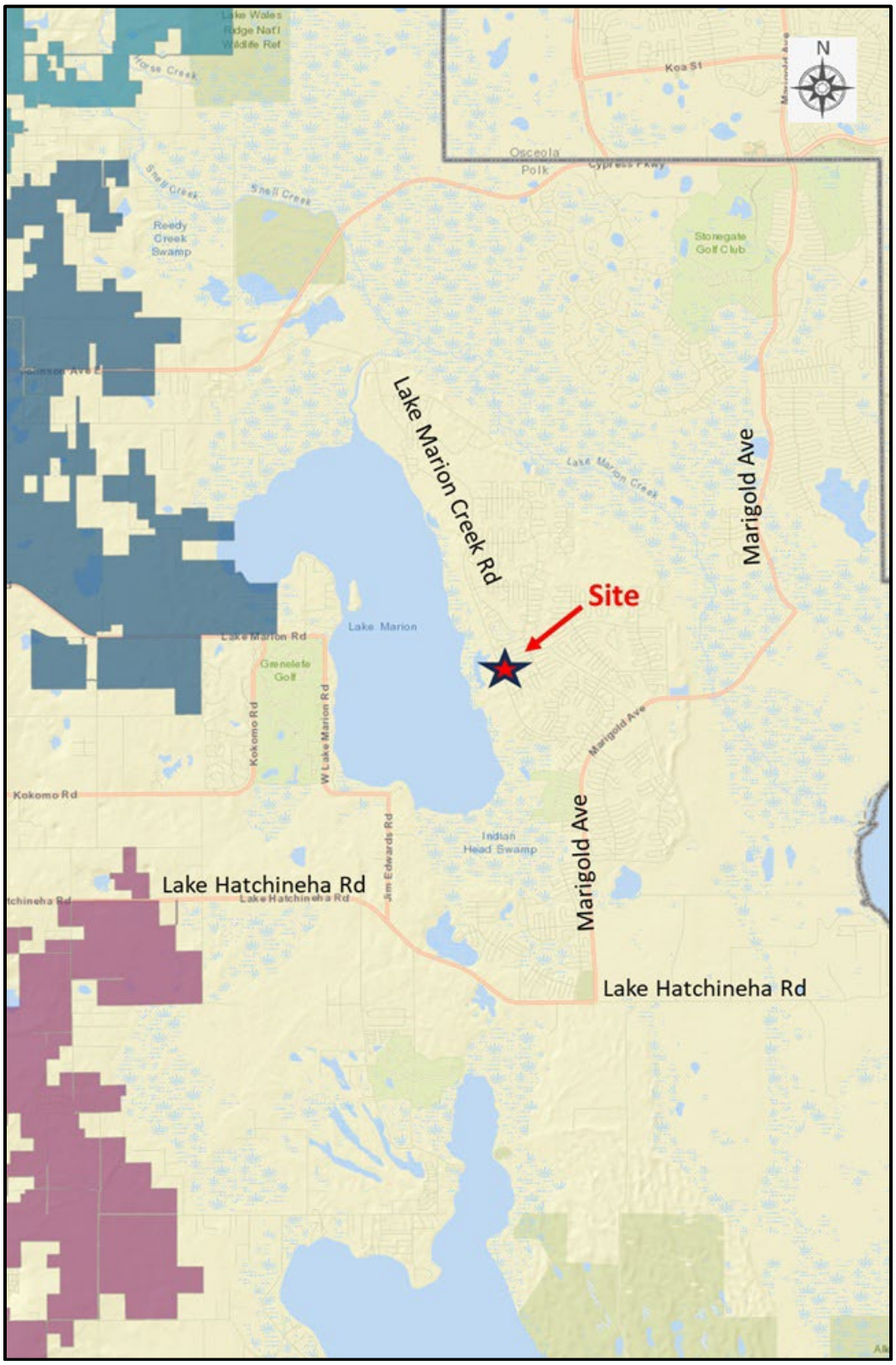
Comments from other agencies

No comments

Exhibits:

Exhibit 1 Location Map
Exhibit 2 2023 Aerial Context Map
Exhibit 3 2023 Aerial Close Up
Exhibit 4 Current Future Land Use Map
Exhibit 5 Proposed Future Land Use Map
Exhibit 6 NACX Permitted and Conditional Uses
Exhibit 7 Poinciana Master Plan

Applicant's submitted documents and ordinance as separate files



LOCATION MAP

2023 AERIAL PHOTO CONTEXT

2023 AERIAL PHOTO CLOSE UP

CURRENT FLUM
Pre-Development of Regional Impact (Pre-DRI)

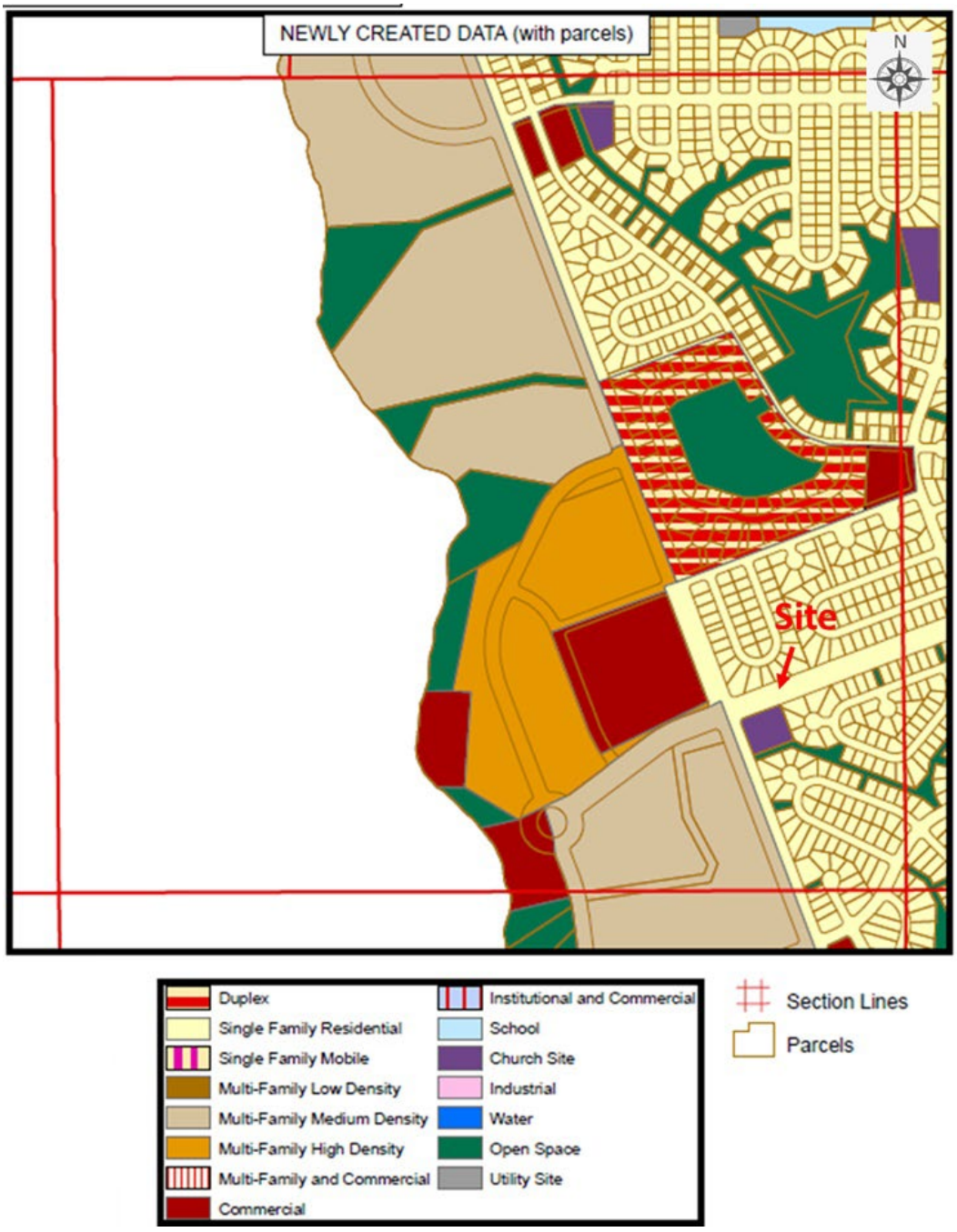
PROPOSED FLUM
Neighborhood Activity Center (NACX)

Exhibit 6

Convenience Center (CC)			
Technical Staff Review -Level 1& 2		**Public Hearing (s) Required-Level 3 & 4**	
All Other Uses:	Alcohol Package Sales, C1 Car Wash, Incidental, C2 Childcare Center, P Clinics & Medical Offices, C2 Community Center, C2 Farming General, P Financial Institution, P Financial Institution, Drive Through, C2 Funeral Home & Related Facilities, C2 Gas Station, C2 Government Facility, P Medical Marijuana Dispensaries, C2 Nurseries, Retail, P Nurseries and Greenhouses, P Office, C2 Personal Service, C2 Recreation Passive, C1 Recreation & Amusement General, C2 Religious Institution, C2 Restaurant, drive-thru/Drive-in, C2 Restaurant, sit-down/Take-out, C2 Retail. Less than 10,000 sq. ft., P Utilities Class I, P Utilities Class II, P Veterinary Service, C1	**Mixed Uses:**	Planned Development, C3 Transitional Area Development, C3
		All Other Uses:	Cemetery, C3 Helistops, C3 Mining, Non-phosphate, C3 Retail, 10,0000-34,999 sq. ft., C3 Schools, Leisure/Special Interest, C3 School, Technical/Vocational/ Trade & Training, C3 Utilities Class III, C3 Water Ski Schools, C3

Convenience Center (CC)

PERMITTED AND CONDITIONAL USES



Poinciana Master Plan

(Church)

ORDINANCE NO. 25 -____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF **LDCPAS-2025-25**, AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN, ORDINANCE 92-36, AS AMENDED, TO CHANGE THE FUTURE LAND USE DESIGNATION ON A TOTAL OF 1.58± ACRES, FROM DEVELOPMENT OF REGIONAL IMPACT (DRI) TO CONVENIENCE CENTER-X (CCX). THE SUBJECT PROPERTY IS LOCATED ON THE EAST SIDE OF LAKE MARION CREEK DRIVE, SOUTH SIDE OF PINE STREET, WEST OF HEMLOCK AVENUE, NORTH OF MARIGOLD AVENUE, EAST OF HAINES CITY IN SECTION 03, TOWNSHIP 28, RANGE 28; 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 November 5, 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 December 16, 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 1: 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 five (5) acre site from Residential Suburban (RS) to Institutional (INST) in the Suburban Development Area (SDA) on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

Parcel 282803-934760-086010

POINCIANA NEIGHBORHOOD 5 VILLAGE 7 PB 53 PGS 19/28 TRACT A

SECTION 2: 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 3: EFFECTIVE DATE

This ordinance shall be effective on January 16, 2026 (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.

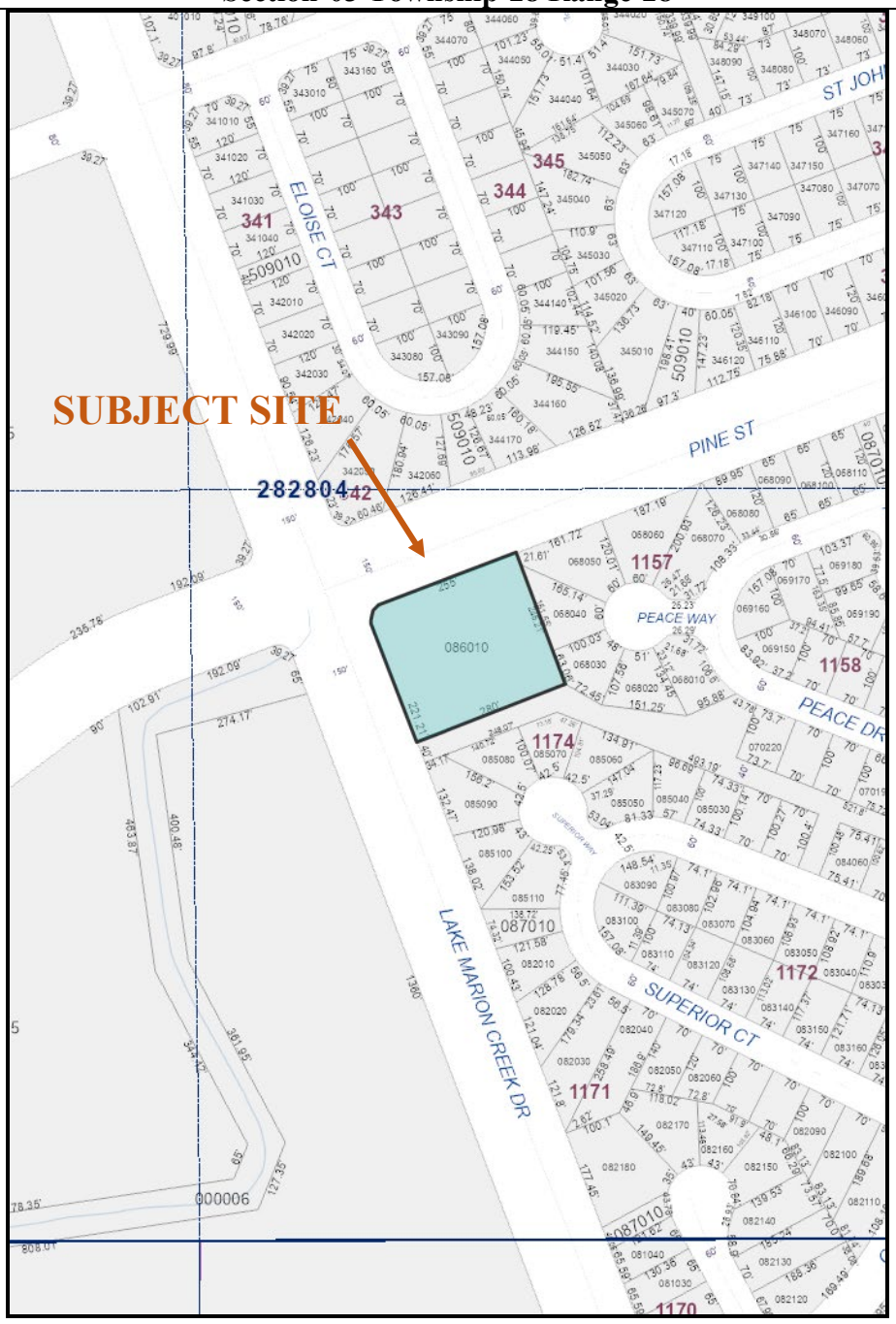
SECTION 4: FILING WITH THE DEPARTMENT OF STATE:

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 16th day of December 2025.

ATTACHMENT "A"

LDCPAS 2025-25
Development Area: Utility Enclave Area (UEA)
Location: East side of Lake Marion Creek Drive, south side of Pine Street, west of Hemlock Avenue
Section-03 Township-28 Range-28



PARCEL DETAIL
Note: Not to Scale

Impact Assessment Statement

A. Land and Neighborhood Characteristics: to assess the compatibility of the requested land use district with the adjacent property and to evaluate the suitability of the site for development, the applicant shall:

1. Show how and why is the site suitable for the proposed uses;

The establishment of a CC district at the intersection of Lake Marion Creek Drive and Pine Street meets the criteria set out in the Polk County Comprehensive Plan for both Activity Centers and Convenience Centers. See Consistency Analysis. The size of the property, location, and lack of development with the Master Plan has created a situation where a commercial use is the most logical use for the site. The creation of a CC district on the Subject Property will provide residents in the area with the services typical of a CC district and short trip times to such services.

2. Provide a site plan showing each type of existing and proposed land use;

See attached Future Land Use Map.

3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses;

The landscaping and buffering required by the Polk County Land Development Code adequately ensures that the proposed request is compatible with adjacent uses and entitlements in the area. The applicant will take any and all reasonable and necessary steps to minimize impacts to the properties surrounding the requested land use map amendment.

4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped;

The majority of the area surrounding the proposed site has been developed for residential uses. The proposed request will ultimately provide current and future residential developments in the area with access to the services typical of a CC district, while creating an attractive, functional mix of uses.

5. Describe each of the uses proposed in a Planned Development and identify the following:

a. The density and types of residential dwelling units;

b. The type of commercial and industrial uses;

c. The approximate customer service area for commercial uses;

d. The total area proposed for each type of use, including open space and recreation

The Property is not within a Planned Development. Any development of the Property would be consistent with the Polk County Land Development Code, the Polk County Comprehensive Plan, and proposed site specific development criteria.

B. Access to Roads and Highways: to assess the impact of the proposed development on the existing, planned and programmed road system, the applicant shall:

1. Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;

A Traffic Impact Analysis will be provided prior to site plan approval.

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;

Driveway or offsite improvements, if any, will be identified and fully addressed at Level 2.

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;

The proposed development shall provide the requisite number of parking spaces required by the Polk County Land Development Code, which will be determined at Level 2 based on the actual square footages of the buildings constructed.

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and

The property abuts Lake Marion Creek Drive and Pine Street. Both roads are classified as Urban Collector Roads. It is anticipated that minor transportation improvements will be required for ingress/egress of the site in accordance with applicable county standards. The specific methods of access will be fully addressed at Level 2.

5. Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.

The Subject Property will be primarily automobile oriented. Pedestrian access through sidewalks is also a mode of transportation that has been considered by the Applicant.

C. Sewage: to determine the impact caused by sewage generated from the proposed development, the applicant shall:

1. Calculate the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development;

The actual volume of sewage to be generated by the proposed site is unknown at this time. Site-specific information on waste generation will be fully addressed at Level 2. However, based on industry factors, the estimated Sewage in GPD would be:

FAR of 0.25 x (1.58 acres x 43,560 Sq. Ft.) = 17,206 Sq. Ft

17,206 Sq Ft x 0.15 GPD/Sq. Ft. = 2,580 GPD

2,580 GPD x 80% = ***2,064 GPD***

2. Describe the proposed method and level of treatment, and the method of effluent disposal for the proposed sewage treatment facilities if on-site treatment is proposed;

The Property will connect to existing public utilities from the Toho Water Authority. There is an existing 6" force main along the southern property boundary.

3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems;

Any proposed system will be designed in accordance with applicable and appropriate rules and regulations.

4. Identify the service provider; and

The Property will connect to existing public utilities from the Toho Water Authority.

5. Indicate the current provider's capacity and anticipated date of connection.

Capacity and the date of connection will be addressed with the Toho Water Authority.

D. Water Supply: to determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area, the applicant shall:

1. Indicate the proposed source of water supply and, the type of treatment;

The Property will connect to existing public utilities from the Toho Water Authority. There is a 12" water main stubbed out, approximately 975 feet north of Pine Street at the intersection of Lake Marion Road and Silver Glen Road.

2. Identify the service provider;

The Property will connect to existing public utilities from the Toho Water Authority

3. Calculate the estimated volume of consumption in gallons per day (GPD); and

The actual volume of water consumption to be generated by the proposed site is unknown at this time. Site-specific information on water consumption will be fully addressed at Level 2. However, based on industry factors, the estimated water consumption in GPD would be:

FAR of 0.25 x (1.58 acres x 43,560 Sq. Ft.) = 17,206 Sq. Ft

17,206 Sq Ft x 0.15 GPD/Sq. Ft. = ***2,580 GPD***

4. Indicate the current provider's capacity and anticipated date of connection

Capacity and the date of connection will be addressed with the Toho Water Authority.

E. Surface Water Management and Drainage: to determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development, the applicant shall:

1. Discuss the impact the proposed development will have on surface water quality;

The stormwater management system for the project site will be designed to meet regulatory requirements that will ensure adequate BMPs are instituted. The property does not have any areas of concern and surface water quality will not be negatively impacted by the development.

2. Describe the alteration to the sites natural drainage features, including wetland, that would be necessary to develop the project;

There does not appear to be any state or federal jurisdictional wetlands or surface water features located within the project site.

3. Describe the impact of such alterations on the fish and wildlife resources of the site;

Based on the available GIS information, there are no state or federally jurisdictional wetland or surface water features or other bodies of open water identified within the project site. No significant impact to existing wildlife resources is anticipated from the project.

4. Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.

No change is anticipated.

F. Population: to determine the impact of the proposed developments additional population, the applicant shall:

1. Calculate the projected resident (and transient) population of the proposed development and the generated population in the case of commercial or industrial uses;

Indeterminable at this time.

2. Describe, for commercial and industrial projects, the employment characteristics including the anticipated number of employees, type of skills or training required for the new jobs, the percentage of employees that will be found locally or are expected to be drawn from outside the county or state, and the number of shifts per day and employees per shift;

Indeterminable at this time.

3. Indicate the expected demographic composition of the additional population (age/socio-economic factors); and

Indeterminable at this time.

4. Describe the proposed service area and the current population thereof.

The Proposed Request will act to provide commercial services to residential developments in the area. The Applicant has submitted data demonstrating that the minimum population support within a one (1) mile radius of the Subject Property is 5,899 and within a two (2) mile radius of the Subject Property is 15,896. [See Population Support Map]. Such data demonstrates that the Proposed Request will not be in excess of demonstrated need and is consistent with the Comprehensive Plan.

G. General Information: to determine if any special needs or problems will be created by the proposed development, the applicant shall:

1. List and discuss special features of the proposed development that promote desirability and contribute to neighborhood needs; and

The proposed future land use map amendment would allow for the proposed development to provide convenience center uses in area that is predominantly single-use residential.

2. Discuss the demand on the provision for the following services:

a. Parks and Recreation;

None.

b. Educational Facilities (preschool/elementary/middle school/high school);

None.

c. Health Care (emergency/hospital);

No impact to health care is anticipated.

d. Fire Protection;

The nearest fire protection is Polk County Fire Rescue Station 46 (9500 Marigold Ave, Kissimmee, FL 34759).

e. Police Protection and Security; and

The nearest police protection and security is Haines City Police Department (35400 US-27, Haines City, FL 33844).

f. Electrical Power Supply

Electrical service will be provided by Duke Energy.

H. Maps: the following maps shall accompany all Impact Assessment Statements:

Map A: A location map showing the relationship of the development to cities, highways, and natural features;

See attached Vicinity Map

Map B: A Topographical Map with contour intervals of no greater than five feet, the identification of the property boundaries, and a delineation of the areas of special flood hazard (100 year flood plain) as shown on the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA) for Polk County;

See attached Quad Map and FEMA Map.

Map C: A Land Use and Land Use District Map showing the existing land use designations and districts on and abutting the proposed development, including lot sizes and density;

See attached Future Land Use Map.

Map D: A Soils Map with soils designated according to Natural Resources Conservation Service classifications. If available, USDA Natural Resources Conservation Service (NRCS) soil surveys are preferable;

See attached Soils Map

Map E: A Traffic Circulation Map identifying any existing roads on or adjacent to the proposed development and indicating the name of the roads, maintenance jurisdiction, and pavement and right-of-way widths.

See attached Location Map w/ Roads.

Map F: A Site Plan showing land uses, the layout of lots, the type and maximum density for each type of residential area; the typical minimum lot sizes and dimensions for each use and unit type, and the dimensions, locations, and types of buffers, easements, open space areas, parking and loading areas, setbacks, and vehicular circulation routes; and

The Proposed Request is for a Comprehensive Plan Future Land Use Change only.

Map G: A Drainage Map delineating existing and proposed drainage areas, water retention areas, drainage structures, drainage easements, canals, wetlands, watercourses, and other major drainage features.

The Proposed Request is for a Comprehensive Plan Future Land Use Change only.

Demonstration of Need

POLICY 2.102-A11: URBAN SPRAWL CRITERIA - In accordance with Rule 9J-5.006(5) of the Florida Administrative Code, Polk County will discourage the proliferation of urban sprawl by use of the following criteria when determining the appropriateness of establishing or expanding any land use or development area. The analysis must ask whether or not the proposed plan amendment:

a. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses in excess of demonstrated need.

ANALYSIS: *The Proposed Request is a land use change to support existing residents. The Applicant has submitted data demonstrating that the minimum population support within a one (1) mile radius of the Subject Property is 5,899 and within a two (2) mile radius of the Subject Property is 15,896. [See Population Support Map]. Such data demonstrates that the Proposed Request will not be in excess of demonstrated need and is consistent with the Comprehensive Plan.*

b. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

ANALYSIS: *The Proposed Request allows for the development of a corner lot that has failed to develop consistently with the surrounding neighborhood. In addition, the Proposed Request will alleviate concerns of leapfrog development patterns by encouraging the use of a vacant parcel.*

c. Promotes, allows or designates urban development in radial, strip isolated or ribbon patterns generally emanating from existing urban developments.

ANALYSIS: *The Proposed Request does not promote radial, strip isolated or ribbon patterns. [See Poinciana Master Plan; see also Polk County Future Land Use Map].*

d. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as, wetlands, floodplains, native vegetation, environmentally sensitive areas, natural shorelines, beaches, bays, estuarine systems, and other significant natural systems.

ANALYSIS: *The Subject Property is located in an area with existing residential development. In addition, the Subject Property does not appear to have any wetlands and is located outside of the 100-year flood zone in Zone "X". [See General Location Map; see Wetlands Map; see FEMA Map].*

e. Fails to adequately protect adjacent agricultural areas and activities including silviculture and active agricultural and silvicultural activities as well as passive agricultural activities and dormant, unique and prime farmlands and soils.

ANALYSIS: *The Subject Property does not adversely impact agriculture.*

f. Fails to maximize use of existing public facilities and services.

ANALYSIS: *The Subject Property is located in the Toho Water Authority Utility Service Area. The Applicant will be required to coordinate with the Toho Water Authority for the provision of centralized sewer and water.*

g. Fails to minimize the use of future public facilities and services.

ANALYSIS: *The Subject Property is located in the Toho Water Authority Utility Service Area. The Applicant will be required to coordinate with the Toho Water Authority for the provision of centralized sewer and water.*

h. Allows for land use patterns or timing which will disproportionately increase the cost in time, money and energy, of providing public facilities and services including roads, potable water, sanitary sewer, stormwater management, law enforcement education health care, fire and emergency response, and general government.

ANALYSIS: *There are no anticipated offsite improvements required for the development of the Subject Property. The Applicant will conduct a traffic study prior to site plan approval. In addition, there are no anticipated negative impacts on public facilities in general.*

i. Fails to provide a clear separation between urban and rural uses.

ANALYSIS: *The Subject Property is not located adjacent to rural uses. Notably, the Subject Property is located in an area that has predominantly been developed as platted and master planned residential communities.*

j. Discourages or inhibits in-fill development or redevelopment of existing neighborhoods and communities.

ANALYSIS: *The Subject Property is an undeveloped lot located at the intersection of two urban collector roads. As such, the Proposed Request does not discourage in-fill development or redevelopment.*

k. Fails to encourage an attractive and functional mix of land uses.

ANALYSIS: *Disrupting the pattern of single-use development will ultimately provide current and future residential developments in the area with access to the*

services typical of a CC district, while creating an attractive, functional mix of uses and avoiding sprawl.

l. Results in poor accessibility among linked or related land uses.

ANALYSIS: *The Subject Property is consistent with the locational requirements of a CC district contained in the Polk Comprehensive Plan. In addition, the location of the Subject Property at the intersection of two urban collector roads makes the location accessible to surrounding residential communities.*

m. Results in the loss of a significant amount of functional open space.

ANALYSIS: *The Subject Property's location at the intersection of two urban collector roads is not a prime location for open space.*

Consistency Analysis

Contained below is an analysis of the consistency of the Proposed Request with provisions of the Polk County Comprehensive Plan that are germane at this stage of the development process.

SECTION 2.102 GROWTH MANAGEMENT.

OBJECTIVE 2.102-A: Development within unincorporated Polk County shall occur in accordance with the policies stated within this Future Land Use Element and all other Goals, Objectives and Policies incorporated within the Polk County Comprehensive Plan.

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.

ANALYIS: *The Proposed Request will promote contiguous and compact growth patterns by introducing a CC district in an area that is predominantly single-use residential development. In addition, the proposed site will act to provide services to the growing Poinciana community.*

POLICY 2.102-A11: URBAN SPRAWL CRITERIA - In accordance with Rule 9J-5.006(5) of the Florida Administrative Code, Polk County will discourage the proliferation of urban sprawl by use of the following criteria when determining the appropriateness of establishing or expanding any land use or development area. The analysis must ask whether or not the proposed plan amendment . . .

ANALYSIS: *See Demonstration of Need and Justification for analysis on how the Proposed Request will discourage the proliferation of urban sprawl.*

SECTION 2.107 UTILITY-ENCLAVE AREAS (UEA).

OBJECTIVE 2.107-A: The Polk County Plan shall recognize existing isolated areas of urban development where centralized public, or franchised, or private potable water and sewer systems are in place through:

a.the designation and mapping of Utility-Enclave Areas (UEAs), and

b.the establishment of policies to govern the development of land within UEAs.

POLICY 2.107-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within UEAs:

a. ACTIVITY CENTERS: Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and High-Impact Commercial Centers shall be permitted within UEA's in accordance with applicable criteria.

ANALYSIS: *The Proposed Request is for a Future Land Use Designation of Convenience Center (CC) which is consistent with the Subject Property's location in a Utility Enclave Area .*

POLICY 2.107-A5: DEVELOPMENT CRITERIA - Development within UEAs shall conform to the following criteria as further specified by the Land Development Code:

a. All uses developed after adoption of the Polk County Comprehensive Plan shall be required to connect to the existing centralized water and sewer system and may receive a development order provided all other provisions of this Plan are met. Connection to public sewer shall be required as regulated by the Nutrient Restoration Plan Overlay.

ANALYSIS: *The Subject Property is located in the Toho Water Authority Utility Service Area. The Applicant will be required to coordinate with the Toho Water Authority for the provision of centralized sewer and water.*

SECTION 2.110 ACTIVITY CENTERS.

OBJECTIVE 2.110-A: The Polk County Plan shall manage higher-intensity land use activities by the designation and mapping of Activity Centers on the Future Land Use Map Series.

POLICY 2.110-A2: DESIGNATION AND MAPPING - Activity Centers shall be located as designated on the Future Land Use Map Series. Activity Centers shall be approved and designated on the Future Land Use Maps based on the efficient provision of urban services and such designation shall not create a "leap frog" development pattern.

ANALYSIS: *The Proposed Request will address an existing pattern of predominantly single-use residential development in the Poinciana Pre-DRI. The creation of a CC district on the Subject Property will result in shorter-distance trips for residents in the area who are seeking the amenities typical of a CC district.*

OBJECTIVE 2.110-C: CONVENIENCE CENTERS - The Polk County Plan shall provide for the convenience-shopping needs of residents through:

a.the designation and mapping of Convenience Centers on the Future Land Use Map Series; and

b.the establishment of criteria applicable to the location and development of land within Convenience Centers.

POLICY 2.110-C2: DESIGNATION AND MAPPING - Convenience Centers shall be located within TSDAs, UGAs, SDAs, and UEAs as designated on the Future Land Use Map Series as "Convenience Center" (CC).

ANALYSIS: *The Subject Property is located within a UEA.*

POLICY 2.110-C3: LOCATION CRITERIA - Convenience Centers shall be located at the intersections of arterial and/or collector roads, and of collector and local roads in Redevelopment Areas consistent with Section 2.124-F. There shall be the following traveling distance, on public roads, between the center of a Convenience Center and the center of any other Convenience Center, or other higher-level Activity Center, Linear Commercial Corridor, or Commercial Enclave providing for the same convenience-shopping needs:

a. One (1) mile within the TSDA and UGA.

b. Two (2) miles within the SDA and UEA.

This required separation may be reduced if:

a. The higher-level Activity Center, Linear Commercial Corridor or Commercial Enclave within the required distance separation is over 80% developed; or

b. The proposed Convenience Center market-area radius, minimum population support is over 5,000 people.

ANALYSIS: *The Subject Property is located at the intersection of Pine Street and Lake Marion Creek Drive. Both roads have functional classifications as Urban Collector roads. The nearest County Activity Center is within the Poinciana Pre-DRI, which is within two (2) miles of the subject property. Separation requirements may be reduced when minimum population support exceeds 5,000 people within the proposed site's market-area radius. The Applicant has submitted data demonstrating that the minimum population support within a one (1) mile radius of the Subject Property is 5,899 and within a two (2) mile radius of the Subject Property is 15,896. [See Population Support Map].*

POLICY 2.110-C4: DEVELOPMENT CRITERIA - Development within a Convenience Center shall conform to the following criteria:

a. Convenience Centers shall have frontage on, or direct access to, an arterial or collector roadway, or a frontage road or service drive which directly serves an arterial or collector roadway.

ANALYSIS: *The proposed site abuts two (2) collector roads, Pine Street and Lake Marion Creek Drive.*

POLK COUNTY
www.polk-county.net

LEVEL 4
LAND DEVELOPMENT CODE
COMPREHENSIVE PLAN
AMENDMENT APPLICATION

Office of Planning and Development
Land Development Division
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
Phone (863)534-6792
FAX (863) 534-6407

TYPE OF AMENDMENT

Land Development Code ( ) **Text** ( ) **Sub-district**

Comprehensive Plan ( ) **Text** ( ) **Large Scale Map** (✓) **Small Scale Map**

Is property in a Selected Area Plan (SAP) ( ) **Yes** (✓) **No**

SAP Name _____

Pre Application Project # 2025-121 **(Required)**

	Owner	Applicant	Contact Person
Name	K&M HOMES INVESTMENTS INC	Palmetto Capital Group, LLC	John B. (Bart) Allen
Work Number		863.808.1320	(863) 683-6511
Fax Number			(863) 682-8031
Mailing Address	1859 Manitoba Court, Kissimmee, Florida 34759	632 E. Main Street Suite 301 Lakeland, FL 33801	PO Box 24628 Lakeland, FL 33802-4628
Email		jeff@palmettocg.com	ballen@petersonmyers.com

If additional contacts, please list on a separate sheet and submit with application.

Brief Description Request *(No more than 250 characters)*:

Palmetto Capital Group, LLC is requesting a Small Scale Comprehensive Plan Amendment for future land use change to allow convenience center uses on +/-1.58 acres of land located in Polk County, Florida.

Request **From:** Pre-DRI Land Use/Sub-District

To: Convenience Center (CC) Land Use/Sub-District

Acreage: 1.58

	Range - Township - Section	Subdivision #	-	Parcel #
Parcel ID Number(s):	R 28 T 28 S 03	934760	-	086010 .
	(Include others on a separate attachment)			
	R T S		-	.
	R T S		-	.
	R T S		-	.

Address and Location of Property:

Mailing Address:
1859 Poinciana, FL 34759-5349

Location: The subject parcel is located at the southeast corner of the intersection of Lake Marion Creek Dr. and Pine St. in Poinciana, Florida.

Water Provider Name and Phone Number: Toho Water Authority (407-944-5042) .

Sewer Provider Name and Phone Number: Toho Water Authority (407-944-5042) .

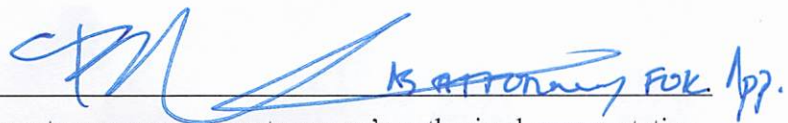
( ) Yes (✔) No Is the property located in the Green Swamp Area of Critical State Concern? *(If yes, a Green Swamp Impact Assessment Statement must be submitted with this application.)*

Identify existing uses and structures on subject and surrounding properties (e.g. vacant, residential # du/ac, commercial approx. square feet, etc.):

Pre-DRI Vacant Commercial **NW**	Pre-DRI Vacant Residential **N**	Pre-DRI Single Family Residential **NE**
Pre-DRI Vacant Residential and Vacant Commercial **W**	Pre-DRI Unplatted Land **Subject Property**	Pre-DRI Single Family Residential **E**
Pre-DRI Vacant Commercial **SW**	Pre-DRI Vacant Residential/Common Area **S**	Pre-DRI Single Family Residential and Vacant Residential/Common Area **SE**

Approval of this application does not waive any other applicable provisions of the Polk County Land Development Code, the Polk County Comprehensive Plan, the Polk County Utility Code which are not part of the request for this application, nor does approval waive any applicable Florida Statutes, Florida Building Code, Florida Fire Prevention Code, or any other applicable laws, rules, or ordinances, whether federal, state or local. The applicant has the obligation and responsibility to be informed of and be in compliance with all applicable laws, rules, codes and ordinances.

I, John B. ("Bart") Allen (print name), the owner of the property which is the subject of this application, or the authorized representative of owner of the property which is the subject of this application, hereby authorize representatives of Polk County to enter onto the property which is the subject of this application to perform any inspections or site visits necessary for reviewing this application. I understand that representatives of Polk County are not authorized to enter any structures dwellings which may be on the property.



Property owner or property owner's authorized representative.

08/07/2025

Date:

2 mi Radius
LGI Homes
[195 SF Homes]
Under Contract
[Approved 435 Homesites]
1 mi Radius
McMan Rd
Lake Marion
Lake Ma
SITE
Pine St
Hemlock Ave
Laurel Ave
Marigold Ave
County Rd 546 E
W Lake Marion Rd
Grenelefe
Jim Edwards Rd
Lake Hatchineha Rd
POPULATION
1-Mile: 5,899
2-Mile: 15,896

Polk County

Board of County Commissioners

Agenda Item N.3. 12/16/2025

SUBJECT

Public Hearing (LDCPAS-2025-27 Highway 542 East Property CPA Amendment) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 12.64 acres from Residential-Suburban (RS) to Business-Park Center (BPC). (No Fiscal Impact).

DESCRIPTION

This is an applicant-initiated request for property located on the south side of US 92 East, west of Old Dixie Highway, east of Reynolds Road, and west of the City of Auburndale in Section 13, Township 28, Range 24. State law requires one Planning Commission hearing, which was held on November 5, 2025, with recommendations of approval (7:0).

The Florida Statutes require the local governing board to take action on the proposed amendment.

RECOMMENDATION

Approve

FISCAL IMPACT

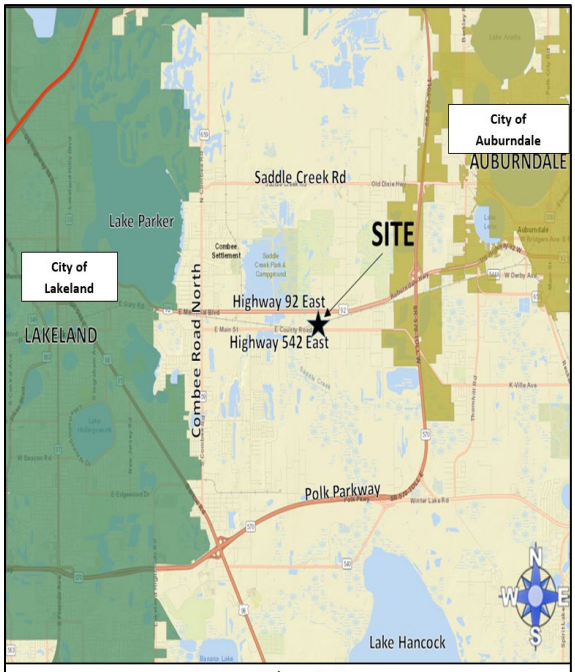
No Fiscal Impact

CONTACT INFORMATION

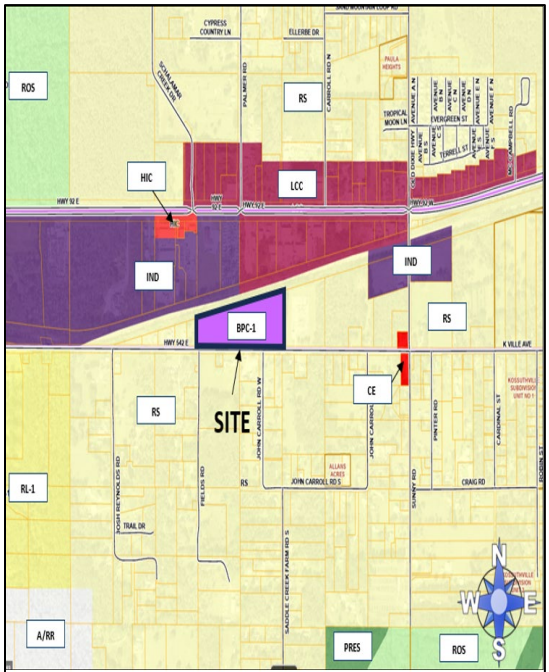
Mark J. Bennett, AICP, FRA-RA, CNU-A
Senior Planner
Land Development
(863) 534-6455
Markbennett@polk-county.net

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	August 28, 2025
Planning Commission Date:	November 5, 2025
BoCC Dates:	December 16, 2025
Applicant:	Bart Allen, Esq.
Level of Review:	Level 4 Review, Small-Scale Comprehensive Plan Amendment
Case Number and Name:	LDCPAS-2025-27 (Hwy 542 E Property)
Request:	Change the Future Land Use designation for 12.64 acres from Residential Suburban (RS) to Business Park Center (BPC). This case is related to LDCD-2025-7, a request for a district change from BPC-1 to BPC-2.
Location:	South of Highway 92 East, west of Old Dixie Highway, north of County Road 542 East, east of Reynolds Road, west of the City of Auburndale, in Section 13, Township 28, Range 24.
Property Owner:	Carters Baptist Church Inc
Parcel Size:	12.64 acres
Development Area:	Suburban Development Area (SDA)
Future Land Use:	Residential-Suburban (RS)
Nearest Municipality:	Auburndale
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7:0)
Florida Commerce:	Not Applicable
Case Planner(s):	Mark J. Bennett, AICP, FRA-RA, CNU-A, Senior Planner



Location Map



Proposed Future Land Use Map

Summary:

This is an applicant-initiated Comprehensive Plan map amendment to change 12.64 acres from Residential Suburban (RS) to Business Park Center (BPC) on the Future Land Use Map. The approval justification for this request is based on the following:

1) The presence of industrial uses within the general area and adjacent to the site;
2) Property designated Industrial is north of the site;
3) A railroad and electrical substation abut the property; and
4) The property has direct access to an arterial road (US 92) via a lighted intersection .75 miles (driving distance) from the site.

This case is related to LDCD-2025-7, a request for a district change from BPC-1 to BPC-2.

Compatibility Summary

There are several reasons why this request is considered to be compatible, and consistent with the Comprehensive Plan and Land Development Code. There are industrial and other non-residential uses (such as an electrical substation, auto-related uses, and heavy equipment/outdoor storage & vehicle parking) near the site. The location of transportation facilities, such as railroads and arterial/collector roads, is a factor in determining the appropriateness of Business-Park Centers. This site has direct access to a collector road, with an intersection of an arterial highway (located .75-mile driving distance) away. The site is also next to a railroad. Because this request complies with the locational criteria found in Policy 2.113-B3, specifically collector/arterial road access and railroad abutting the site, this request is consistent with the applicable policies in the Comprehensive Plan.

Infrastructure Summary

The site is not in a utility service area, but water service is provided to property north of the site by the City of Auburndale. Because this amendment is for a non-residential use, schools will not be impacted. There is sufficient roadway capacity. Public safety facilities and services are available.

Environmental Summary

Some portions of the site are within the 100-year floodplain, but the site does not contain wetlands or surface waters. No adverse environmental impacts are expected due to the development of this site.

Comprehensive Plan

Listed below are the relevant sections of the Comprehensive Plan that are applicable to this request:

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.106(A1-A7): Suburban Development Areas (SDAs)
- Policy 2.113(B1-B5): Business-Park Centers (BPC)
- Policy 2.120(A1-A4): Residential-Suburban (RS)
- Section 2.123B(B1-B5): Floodplain-Protection Areas

Findings of Fact

Request and Legal Status

- LDCPAS-2025-27 is an applicant-initiated request for a Comprehensive Plan Amendment (CPA) to designate approximately 12.64 acres from Residential-Suburban (RS) to Business-Park Center (BPC).

- The subject site is in the Suburban Development Area (SDA).

- Policy 2.106-A1 describes Suburban-Development Areas (SDAs) as those areas within the County which are, in most cases, located between municipalities, TSDA or UGA and the Rural Development Areas (RDAs). In the SDA, agricultural activities coexist alongside low density developed areas in the fringes of municipalities and other urban centers. These areas have developed predominately residential, in a suburban pattern with County-owned, municipal or County-franchised potable-water systems, but without centralized sewer facilities and very little, if any, supporting public facilities and non-residential uses. Other urban services typically found to accompany a suburban area include, but are not limited to multimodal transportation facilities, public safety, recreational and educational services.

- Policy 2.109-A5 describes the purpose of the Business Park Center (BPC) land use district as areas for office, business park development, and light-industrial activities. The BPC land use permits office, research and development parks, distribution centers, and wholesaling activities. Some retail uses are also permitted to support the businesses and activities within the Business Park Center.

- The property is vacant and undeveloped.

Compatibility

- The Comprehensive Plan defines Compatibility in Section 4.400 as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

- The proposed request is for a Business-Park Center (BPC) use.

- This area of Polk County is characterized by a mixture of industrial and residential uses, with some retail commercial uses located along US 92, north of the site.

- Surrounding uses include industrial, retail commercial and a mobile home/recreational vehicle park north of the site, across the railroad line. An electrical substation is east of the site. Auto-related uses are west of the site, with heavy equipment storage and truck parking to the south, across CR 542.

- Policy 2.106-A3: Land Use Categories (for Suburban Development Areas (SDAs)) list Business-Park Centers as a permitted use in SDAs.

Infrastructure

- The property is zoned for Clarence Boswell Elementary, Crystal Lake Middle School, and Teneroc Senior High School.

- Fire and ambulance response is from Polk County Fire Rescue Station 39, located at 3325 E Main St, Lakeland. The estimated response time from this station is about five to seven minutes.

- Sheriff's response to the site is served by the Southwest District, located at 4011 Sgt. Mary Campbell Way, Lake Wales. The response times are as follows: Priority One: 9:40 minutes; Priority Two: 22:13 minutes.

- The subject parcel is next to County Road (CR) 542. CR 542 is an Urban Major Collector, according to the Polk County TPO Roadway Network Database, and is the closet road to the site that is monitored for concurrency.

- The site is not located within a utility service area.

Environmental

- There are no wetlands on the site.

- Portions of the site are within a Zone "A" 100-year floodplain.

- The site is comprised of Nittaw sandy clay loam and Wabasso fine sands. These soils have severe limitations for septic tanks and dwellings without basements.

- According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is located within one mile of a rookery, eagle nests and animal habitats.

- The PolkGreen Map does not show this parcel as part of a potential connection of an overall natural network.

- This site does not have a conservation easement. However, property located .80 mile southwest of the site contains a conservation easement.

- This property is not within an Airport Impact District.

- The site is not within a Wellfield Protection District.

- Based on information received from the Secretary of State's Department of Historical Resources office, there are no archeological or historic resources on the site.

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;

7. other public safety features such as law enforcement;

8. schools and other educational facilities; and

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 2.106-A1: DESCRIPTION - SDAs shall be those areas within the County which are, in most cases, located between municipalities, TSDA or UGA and the Rural Development Areas (RDAs). In the SDA, agricultural activities coexist alongside low density developed areas in the fringes of municipalities and other urban centers. These areas have developed predominately residential, in a suburban pattern with County-owned, municipal or County-franchised potable-water systems, but without centralized sewer facilities and very little, if any, supporting public facilities and non-residential uses. Other urban services typically found to accompany a suburban area include, but are not limited to multimodal transportation facilities, public safety, recreational and educational services.

- POLICY 2.106-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within the Suburban Development Areas:

  a. ACTIVITY CENTERS: Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and High-Impact Commercial Centers shall be permitted within SDAs in accordance with applicable criteria.

  b. RESIDENTIAL: Residential-Suburban.

  c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers. Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, and Preservation.

  Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in Section 2.109.

- POLICY 2.113-B1: 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-B3: 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-B4: 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 and as required if within a Nutrient Restoration Plan Overlay.

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 FAR in the RDA may be increased to 0.75 when connection to public water and sewer is available and within a half mile of a transit route. 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 2.120-A1: CHARACTERISTICS - Densities up to, and including, 1 DU/5 AC, unless permitted through SPD, RRD, RMD or the criteria established within the SR 17 Ridge Scenic Highway Provision of Section 2.124-H. The Residential-Suburban classification is characterized by single-family dwelling units and duplex units.

- POLICY 2.120-A3: LOCATION CRITERIA - Residential-Suburban areas shall be located only within the SDA and new Residential-Suburban development shall not be located within Activity Centers.

- POLICY 2.120-A4: DEVELOPMENT CRITERIA - Development within designated RS areas shall be limited to:

  a. Residential development containing single-family dwelling units, duplex units, and family-care homes, at a density of up to, and including, one dwelling unit per five acres (1 DU/5 AC). Density may be adjusted based on the actual size of the section. A property outside of the Green Swamp Area of Critical State of Concern, may be considered five acres if it is one one-hundred and twenty-eighth (1/128) the section size for sections less than six hundred forty acres (640 acres). This includes counting to the centerline of local and collector roads.

  b. The "permitted uses" of Suburban Planned Development (SPD), Rural-Residential Development (RRD), or Rural Mixed-Use Development (RMD). (See Sections 2.120-B, 2.121-B, and 2.121-C.).

  c. Properties adjacent to SR 17 shall be allowed densities and/or intensities up to the maximum allowed in this land use category (3 dwelling units per acre) as a permitted use without requiring a public hearing provided the development meets all the criteria established in Section 2.124-H for Scenic Highways and the Scenic Highway development regulations within the Land Development Code. At a minimum, all development shall:

     1. Connect to a centralized potable water supply, and

     2. Provide no less than 30% open space throughout the development with at least 70% of that open space dedicated to scenic vista preservation, either along the highway or through the property to a distant view beyond the property boundary. This open space shall be set aside as conservation in perpetuity via a binding legal instrument which prohibits future development within the established boundaries.

  d. Community Facilities, in accordance with policies of this Plan and the provisions of the Land Development Code.

  e. Residential Infill Development (RID) that contains single-family or duplex-style development and is located amongst an existing residential community (See Section 2.125-N.

  f. Farmworker housing under specific design parameters listed in the Land Development Code not to exceed an intensity of sixteen (16) workers per acres.

  NOTE: All SDA policies also apply.

- POLICY 2.123-B1: DESIGNATION AND MAPPING - The Future Land Use Map Series shall designate and map as the "Floodplain-Protection Area" overlay the Special Flood Hazard Areas and Regulatory Floodways identified by the Federal Emergency Management Agency in the Flood Insurance Study (FIS) for Polk County, originally dated January 19, 1983, with the accompanying maps and other supporting data, and any subsequent revisions thereto, are adopted by the reference and declared to be a part of this ordinance.

- POLICY 2.123-B2: DEVELOPMENT CRITERIA - Development within a "Floodplain-Protection Area" shall conform to the following criteria:

a. Development shall be encouraged to locate on the non-floodplain portions of a development site and density may be transferred from undeveloped floodplain areas to contiguous non-floodplain areas per the Land Development Code.

b. Development or redevelopment shall meet the requirements of the Polk County Land Development Code, and shall not:

    1. enlarge the off-site floodplain;

    2. alter the natural function of the floodplain; nor

    3. result in post development run-off rates which exceed pre-development run-off rates for storm frequencies at least as stringent as those rates established by the applicable Water Management District pursuant to Titles 40D and 40E, F.A.C.

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 (DRC) finds that the request **IS compatible** with the surrounding land uses and general character of the area and **IS consistent** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the DRC recommends **APPROVAL of LDCPAS-2025-27.**

Planning Commission Recommendation: At an advertised public hearing on November 5, 2025, the Planning Commission voted 7:0 to recommend **APPROVAL of LDCPAS-2025-27** to the Board of County Commissioners.

GENERAL NOTES

NOTE: This staff report was prepared without the benefit of testimony and evidence submitted by the public and other 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.

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 site is within a Suburban Development Area (SDA). SDAs shall be those areas within the County which are, in most cases, located between municipalities, TSDA or UGA and the Rural Development Areas (RDAs). In the SDA, agricultural activities coexist alongside low density developed areas in the fringes of municipalities and other urban centers. These areas have developed predominately residential, in a suburban pattern with County-owned, municipal or County-franchised potable-water systems, but without centralized sewer facilities and very little, if any, supporting public facilities and non-residential uses. Other urban services typically found to accompany a suburban area include, but are not limited to multimodal transportation facilities, public safety, recreational and educational services.

Currently, the site has a Future Land Use designation of Residential-Suburban (RS). The purpose of this designation is to provide for suburban-density residential development to promote the proper transition of land from rural to urban uses. The RS land use permits single-family dwelling units, family care homes, agricultural support uses, and community facilities. It is characterized by densities of up to, and including, 1 DU/5 AC, unless permitted through SPD, RRD, RMD or the criteria established within the SR 17 Ridge Scenic Highway Provision of Section 2.124-H. The Residential-Suburban classification is characterized by single-family dwelling units and duplex units.

The proposed request is for a Business-Park Center (BPC). BPCs 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.

As shown on the Future Land Use Map, adjacent properties east and west of the site are designated Residential-Suburban (RS). North of the site, across the CSX railroad line, the properties are designated as Industrial (IND) and Linear Commercial Corridor (LCC). There is a Commercial Enclave (CE) at the CR 542 and Old Dixie Highway intersection. Along either side of Old Dixie Highway, south of the railroad and near US 92, is a 10.7-acre Industrial site.

The site is classified as vacant by the Polk County Property Appraiser, although current aerial photos show a structure on the eastern parcel (023020). A review of the 1988 aerial photo shows what appears to be a residential structure, but that structure is not shown on the 2002 aerial photo.

Generally, the predominant uses in this area of the county are residential, with a mixture of industrial type uses on adjoining properties. An electrical substation owned by the City of Lakeland and constructed in the mid-1990s, is immediately east of the site. North of the site, across the railroad, are retail commercial and light manufacturing uses, along with a mobile home/recreational vehicle park. West of the site is a single-family residence, with auto motive related uses (auto salvage and repair) further to the west. South of the site, across CR 542, are residential uses, consisting of single-family residences, mobile homes, and a mobile home/recreational vehicle park. Directly south of the site is a 1.86-acre parcel used for vehicle parking and heavy equipment/outdoor storage.

There are several reasons why this request is considered to be compatible, and consistent with the Comprehensive Plan and Land Development Code. The location of transportation facilities, such as railroads and arterial/collector roads is a factor in determining the appropriateness of Business-Park Centers. This site has direct access to a collector road, with an intersection of an arterial highway (located .75-mile driving distance) away. The site is also next to a railroad. Because this request complies with the locational criteria found in Policy 2.113-B3, specifically collector/arterial road access and railroad abutting the site, this request is consistent with the applicable policies in the Comprehensive Plan.

B. Infrastructure:

According to Comprehensive Plan 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 site is located in the Suburban Development Area (SDA), where connection to water is required, but not to sewer service.

The following table provides a reference point for notable and pertinent Future Land Use Map districts and existing land uses upon them.

Table 1 Future Land Use Map Districts and Existing Uses

Northwest Industrial (IND) Light Manufacturing	**North** Linear Commercial Corridor (LCC) Mobile Home Park	**Northeast** Linear Commercial Corridor (LCC) Light Manufacturing
West Residential Suburban (RS) Single Family, Auto-Related Uses	**Subject Site** Residential Suburban (RS) Vacant	**East** Residential Suburban (RS) Electric Substation
Southwest Residential Suburban (RS) Mobile Home/Recreational Vehicle Park	**South** Residential Suburban (RS) Mobile Home, Heavy Equipment/ Vehicle Parking	**Southeast** Residential Suburban (RS) Single Family

Nearest and Zoned Elementary, Middle, and High School

The schools zoned for the subject property are listed in Table 2 below. Because the request is for a non-residential use, the request will not impact school concurrency.

Table 2: School Information

School	Annual Estimated Demand	Distance from Subject Site
Clarence Boswell Elementary	0	2.5 mile
Crystal Lake Middle School	0	3.0 miles
Teneroc Senior High School	0	1.92 miles

Source: Polk County School Board website

Nearest Sheriff, Fire, and EMS Station

Polk County Fire Rescue provides Advanced Life Support transport to all residents and visitors of Polk County. Emergency response is considered effective if response times are within eight (8) minutes in rural and suburban areas and 13 minutes in urban areas.

Sherriff response times are not as much a function of the distance to the nearest sheriff's substation rather more a function of the overall number of patrol officers within the County. Priority 1 Calls are considered true emergencies, in-progress burglary, robbery, injuries, etc. Priority 2 Calls refer to events that have already occurred, such as a burglary that occurred while the homeowner was on vacation and had just been discovered.

Table 3 provides a breakdown of response times and travel distances for emergency services.

Table 3 Public Safety Information

	Name of Station	Distance	Response Time*
Sheriff	Southwest District, located at 4011 Sgt. Mary Campbell Way, Lake Wales	15.90 miles	P1: 09:40 minutes P2: 22:13 minutes
Fire/ EMS	Polk County Fire Rescue Station 39, located at 3325 E Main St, Lakeland	1.7 miles	5-7 minutes

*Source: Polk County Sheriff's Office and Public Safety *Response times are based on when the station receives the call and not from when the call is made to 911.*

Water and Wastewater

The subject property is in a Suburban Development Area (SDA), where connection to public water is required but sewer is not. No sewer service or water lines are available in this area.

A. Estimated Demand:

The development of the property under the proposed land use designation should not negatively impact the minimum LOS for the existing facilities, due to the relatively low consumption and generation rates. The following analysis assumes the maximum allowed density of 28 dwelling units for RS (assuming an approval of a Suburban Planned Development at a maximum density of 3 units per acre), and 357,954 square feet of warehouse for BPC.

Table 4 Estimated Water and Sewer Impact Analysis

Maximum Allowable Use: **RS – 12.64 AC of site 3 DU/AC = 28 DU** **BPC – 12.64 AC/550,698.6 SF of site *.65 FAR = 357,954 SF**	Estimated Impact Analysis Residential Suburban (RS) to Business Park Center (BPC) Development Area: SDA	
	Current Land Use designation RS	**Current Land Use designation BPC**
Current Maximum Allowable Use	28 DU	357,954 Square Feet (SF)
Potable Water Consumption	28 DU * 250 GPD/DU = **7000 GPD**	357,954 SF * .24 GPD/SF = **85,909 GPD**
Wastewater Generation	28 DU * 200 GPD/DU = **5600 GPD**	357,954 SF * 80% of water usage = **68,727 GPD**

GPD – Gallons Per Day
Source: Polk County Concurrency Manual and Polk County Utilities: Single-Family (Detached) 360 GPD/DU (water) & 270 GPD/DU (sewer); Warehouse;24 GPD/SF (water) & .18 GPD/SF (sewer)

B. Available Capacity:

Because this property is in a Suburban Development Area, public water or sanitary sewer services are not available. The closest water line is a 10-inch diameter line operated by the City of Auburndale, located on the south side of US 92, 750 feet north of the site.

C. Planned Improvements:

No information is known currently about any planned improvements to utilities in this area.

Roadways/ Transportation Network

The Polk County Transportation Planning Organization (TPO) monitors traffic congestion on over 425 roadway segments (950 directional links). The data identifies both daily and peak hour traffic volumes. The peak hour traffic volumes are used to estimate the level-of-service for each roadway, in each direction. Level-of-service refers to the quality of traffic flow. It is the primary measure of traffic congestion. Level-of-service (LOS) is measured on a scale of 'A' to 'F' with LOS 'A' being the best (free-flow traffic) and LOS 'F' being the worst (severe traffic congestion).

The proposed Comprehensive Plan Amendment is not anticipated to affect surrounding roadways or transportation network. The Amendment will not change the LOS below the minimum established standards.

A. Estimated Demand:

Table 5, following this paragraph, shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate. The following analysis assumes the maximum allowed density of 28 dwelling units for RS (assuming an approval of a Suburban Planned Development at a maximum density of 3 units per acre). The following analysis assumes the maximum allowed intensity of 275,349 square feet of warehouse space for BPC.

Table 5 Estimated Transportation Impact Analysis

Maximum Allowable Use: **RS – 12.64 AC of site 3 DU/AC = 28 DU** **BPC – 12.64 AC/550,698.6 SF of site *.65 FAR = 357,954 SF**	Estimated Impact Analysis Residential Suburban (RS) to Business Park Center (BPC) Development Area: SDA	
	Current Land Use designation RS	**Maximum Permitted Use in Proposed BPC**
	28 Dwelling Unit (DU)	357,954 Square Feet (SF)
Average Annual Daily Trips (AADT)	28 DU *7.81 trips/1 DU = **219 AADT**	357,954 SF * 1.71 trips/1,000 SF = **612 AADT**
PM Peak Hour Trips	28 DU * 1 trips/1 DU = **28 PM Peak Hour Trips**	357,954 SF * .18 trips/1,000 SF = **64 PM Peak Hour Trips**

Source: Concurrency Manual and Table for Minor Traffic Study – Single Family Detached Housing– 7.81 AADT/1 DU, 1 peak-hour trips/1 DU; Warehousing (ITE 150) – 1.71 AADT/1,000 SF, 0.18 peak-hour trips/1,000 SF.

B. Available Capacity:

The roads surrounding the subject site should have sufficient capacity available, depending on the eventual use and full build out of the site. The Polk Transportation Planning Organization (TPO) monitors certain roadways based on maximum approved traffic in comparison to current vehicle trips to determine what capacity is available.

Table 6, below, charts the generalized available capacity of the most-affected links.

Table 6 Available Capacity

Link #	**Road Name**	**Current Level of Service (LOS)**	**Available PM Peak Hour Capacity**	**Minimum LOS Standard**	**5-Year Peak Hour Projected LOS**
4044E	CR 542 From: US 98 To: SR 659	C	518	E	C
4044W	CR 542 From: US 98 To: SR 659	C	503	E	C

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database January 17, 2025

As identified above, CR 542 has sufficient PM peak hour capacity to support future development activity.

The subject parcel is next to CR 542. This is a County-maintained Urban Major Collector, per the Polk County TPO Roadway Network Database, and has a pavement width of 20 feet.

C. Roadway Conditions:

CR 542 has a Pavement Condition Index rating of "Fair".

D. Planned Improvements:

There are no known improvements for this portion of Highway 542 East at this time.

E. Mass Transit:

The Purple Line 12 LAK/WH traverses this section of Highway 542 East in Lakeland. There is a bus stop in front of the site.

F. Sidewalks:

There are no sidewalks in front of the subject property, nor along adjacent streets.

Park Facilities and Environmental Lands:

The closest County Park is Saddle Creek Park, located 0.47 miles northwest of the site. Because the proposed amendment is for non-residential uses, it will not have an impact on this facility.

A. Location:

Saddle Creek Park & Campground is located at 3716 Morgan Combee Road, Lakeland.

B. Services:

Saddle Creek Park & Campground has playground with swings, slides, picnic tables/shelters, softball field, walking trails and a gun range. It also has camping grounds with water and electricity, boat launch sites and bank and pier fishing.

C. Multi-use Trails:

There are no multi-use trails in the immediate area. According to the Polk GIS Viewer, the closest trails can be found at the Saddle Creek Park & Campground, 0.47 miles northwest of the site.

Environmental Lands:

The site is located close to an Ecological Greenway Network but is not within that area. The closest conservation area is 3.27 miles south of the site, at the Circle B Bar Reserve.

Environmental Conditions

There are no wetlands on the site, but portions of the site are within a flood hazard area

A. Surface Water:

There are no surface waters on the site. A freshwater pond is about 0.85 miles west of the site.

B. Wetlands/Floodplains:

The site does not contain any wetlands. The western and northeastern portions of the site are in the Zone "A" floodplain.

C. Soils:

The site is comprised of Nittaw sandy clay loam and Wabasso fine sand, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey. Table 7, below, lists the soils associated with the subject site.

Table 7 Soils

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to Dwellings Without Basements**	**% of Site** *(approximate)*
Nittaw sandy clay loam, frequently flooded	Severe: flooding, wetness, percs slowly	Severe: flooding, wetness, shrink-swell	25.7%
Wabasso, fine sand, 0 to 2 percent slopes	Severe: wetness, percs slowly, poor filter.	Severe: wetness.	74.3%

Source: Soil Survey of Polk County, Florida 1985, USDA, Soil Conservation Service

Any future development of the site will be subject to Section 2.303: "Soils" of the County's Comprehensive Plan (in conjunction with the Land Development Code) which requires all development to implement Best Management Practices based on the Department of Environmental Protection's (DEP) Florida Development Manual.

D. Protected Species:

According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is located within one mile of a rookery, eagle nests and animal habitat. Prior to site clearing or grubbing, the applicant shall hire a qualified professional to conduct a site survey/walkover to ensure that 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.

The PolkGreen Map displays this parcel as near potential connection of an overall natural network. Moreover, there are no conservation easements on this parcel, but a property with a conservation easement is 0.80 miles southwest of the site.

E. Archeological Resources:

Based on information received from the Secretary of State's Department of Historical Resources office, there are no archeological or historic resources on the site.

F. Wells (Public/Private):

The site is not within a Wellfield Protection District.

G. Airports:

This property is not within the Airport Impact District.

Economic Factors:

Construction of buildings and site development activities create temporary jobs. Any new business activity that occurs at this site will need more goods and services, thereby generating more economic activity.

The proximity of this site next to County Road 542 and an existing railroad line provides an opportunity for new businesses to locate on this site, thereby also providing jobs to support the Auburndale community.

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

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 site is next to a railroad and an electrical substation, with other non-residential uses west and south of the site.
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 site is next to an existing industrial area.
POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable); e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to:	The proximity of the site near an arterial road (US 92), next to an existing industrial area, next to a railroad and an electrical substation makes the site appropriate for a Business-Park Center.

Comprehensive Plan Policy	Consistency Analysis
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 2.106-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within the Suburban Development Areas: a. ACTIVITY CENTERS: Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and High-Impact Commercial Centers shall be permitted within SDAs in accordance with applicable criteria. b. RESIDENTIAL: Residential-Suburban. c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers. Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, and Preservation. Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in Section 2.109.	The site is in a Suburban Development Area (SDA).
POLICY 2.113-B1: 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	The proposed Business-Park Center will be 12.64 acres.

Comprehensive Plan Policy	Consistency Analysis
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-B3: 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.	County Road 542 is a collector road. The site is accessible to an arterial road (US 92) which is .75 miles (driving distance) away from the site. The subject property abuts a railroad line and an Industrial District.
POLICY 2.123-B2: DEVELOPMENT CRITERIA - Development within a "Floodplain-Protection Area" shall conform to the following criteria: a. Development shall be encouraged to locate on the non-floodplain portions of a development site and density may be transferred from undeveloped floodplain areas to contiguous non-floodplain areas per the Land Development Code. b. Development or redevelopment shall meet the requirements of the Polk County Land Development Code, and shall not: 1. enlarge the off-site floodplain; 2. alter the natural function of the floodplain; nor 3. result in post development run-off rates which exceed pre-development run-off rates for storm frequencies at least as stringent as those rates established by the applicable Water Management District pursuant to Titles 40D and 40E, F.A.C.	Compliance with this policy will be determined as part of a Level 2/site plan review.

Urban Sprawl Analysis
After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, the proposed request is not considered to be urban sprawl.

Table 9 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

Table 9 Urban Sprawl Criteria

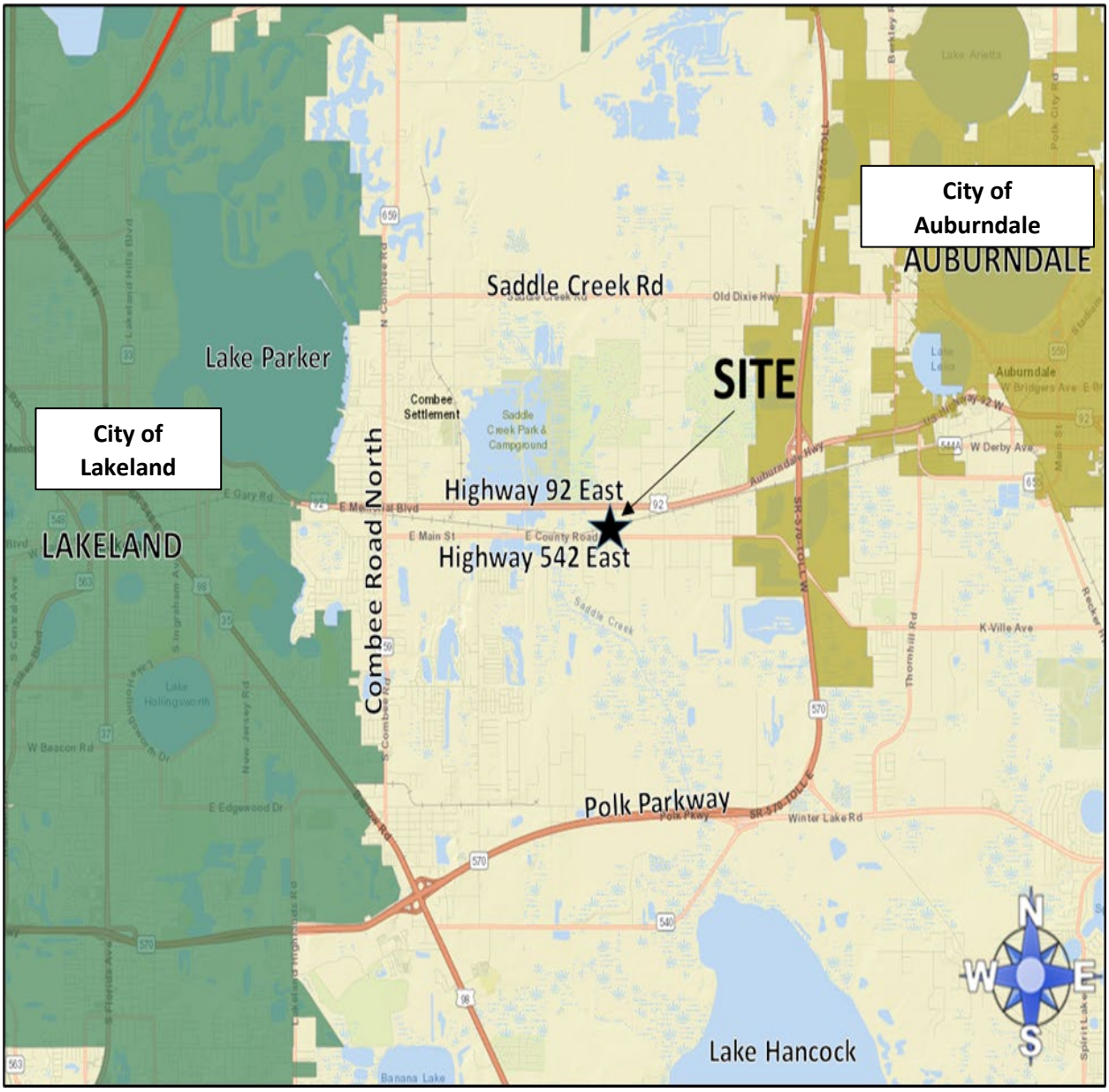
Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	**Sections where referenced in this report**
a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Summary of analysis
b. *Allows a significant amount of urban development to occur in rural areas.*	Summary of analysis
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Summary of analysis, surrounding Development, compatibility
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Summary of analysis, surrounding Development, compatibility
e. *Fails to adequately protect adjacent agricultural areas.*	Compatibility with Surrounding Land Uses
f. *Fails to maximize existing public facilities and services.*	Summary of Analysis, Infrastructure
g. *Fails to minimize the need for future facilities and services.*	Summary of Analysis, Infrastructure
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Summary of Analysis, Infrastructure
i. *Fails to provide a clear separation between urban and rural uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Summary of Analysis, Compatibility with Surrounding Land Uses
k. *Fails to encourage an attractive and functional mixture of land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
l. *Will result in poor accessibility among linked or related land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
m. *Results in the loss of a significant amount of open space.*	Summary of Analysis, Compatibility with Surrounding Land Uses

Comments From Other Agencies:

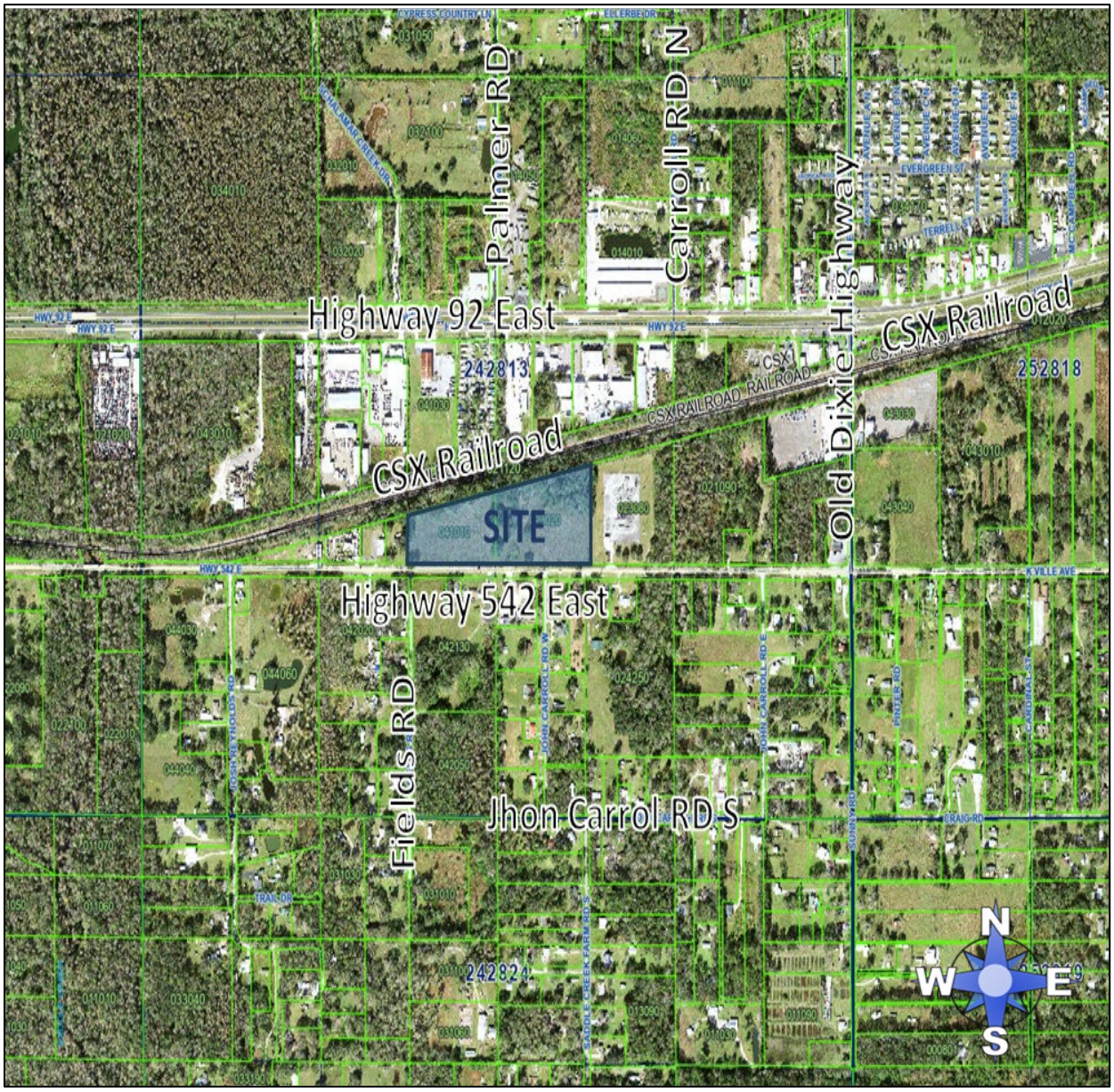
An email was sent to the City of Auburndale on September 11th informing them about this request.

Exhibits:

Exhibit – 1 Location Map
Exhibit – 2 2023 Aerial Photo (Context)
Exhibit – 3 2023 Aerial Photo (Detailed)
Exhibit – 4 Current Future Land Use Map
Exhibit – 5 Proposed Future Land Use Map

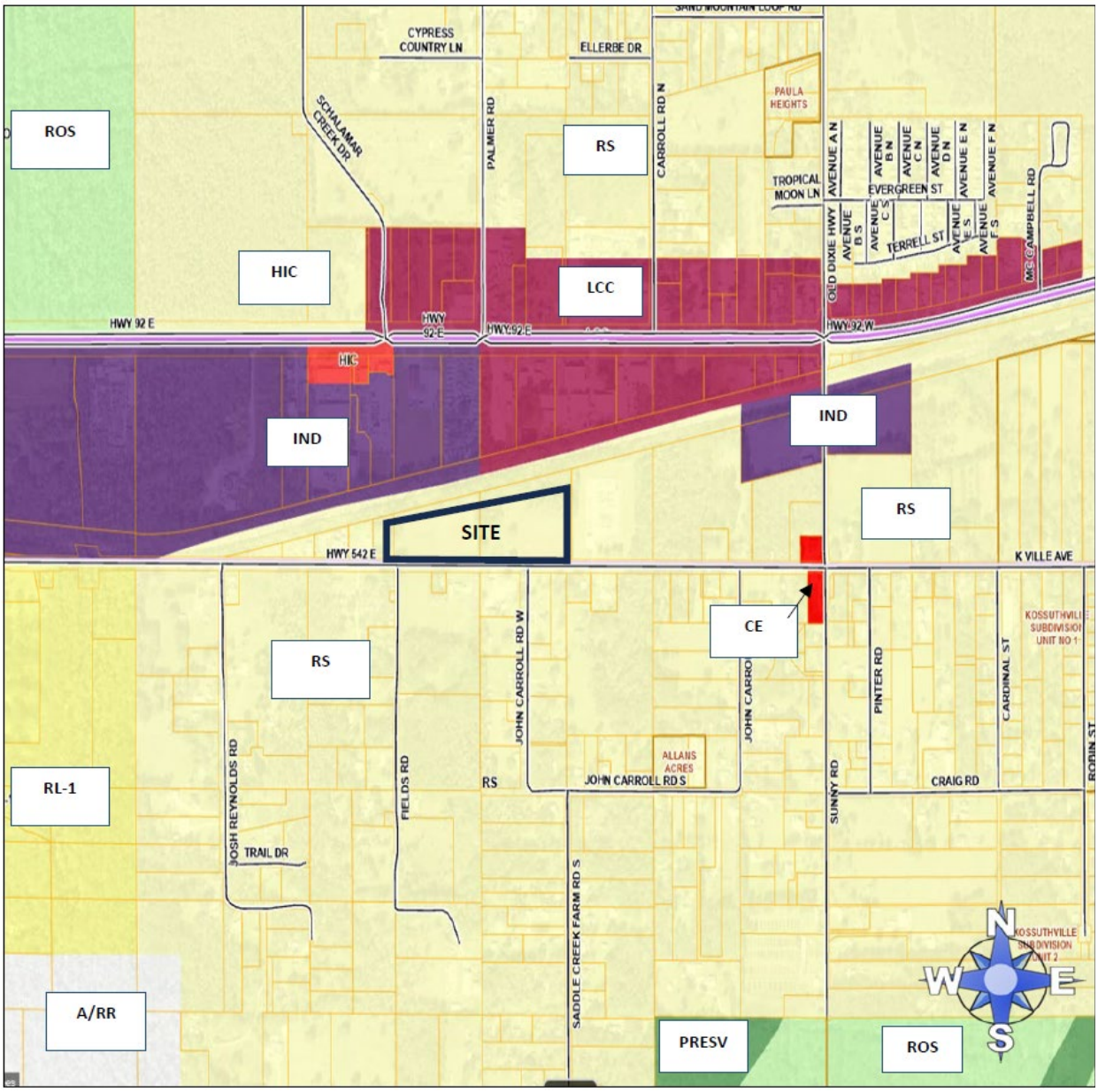


Location Map

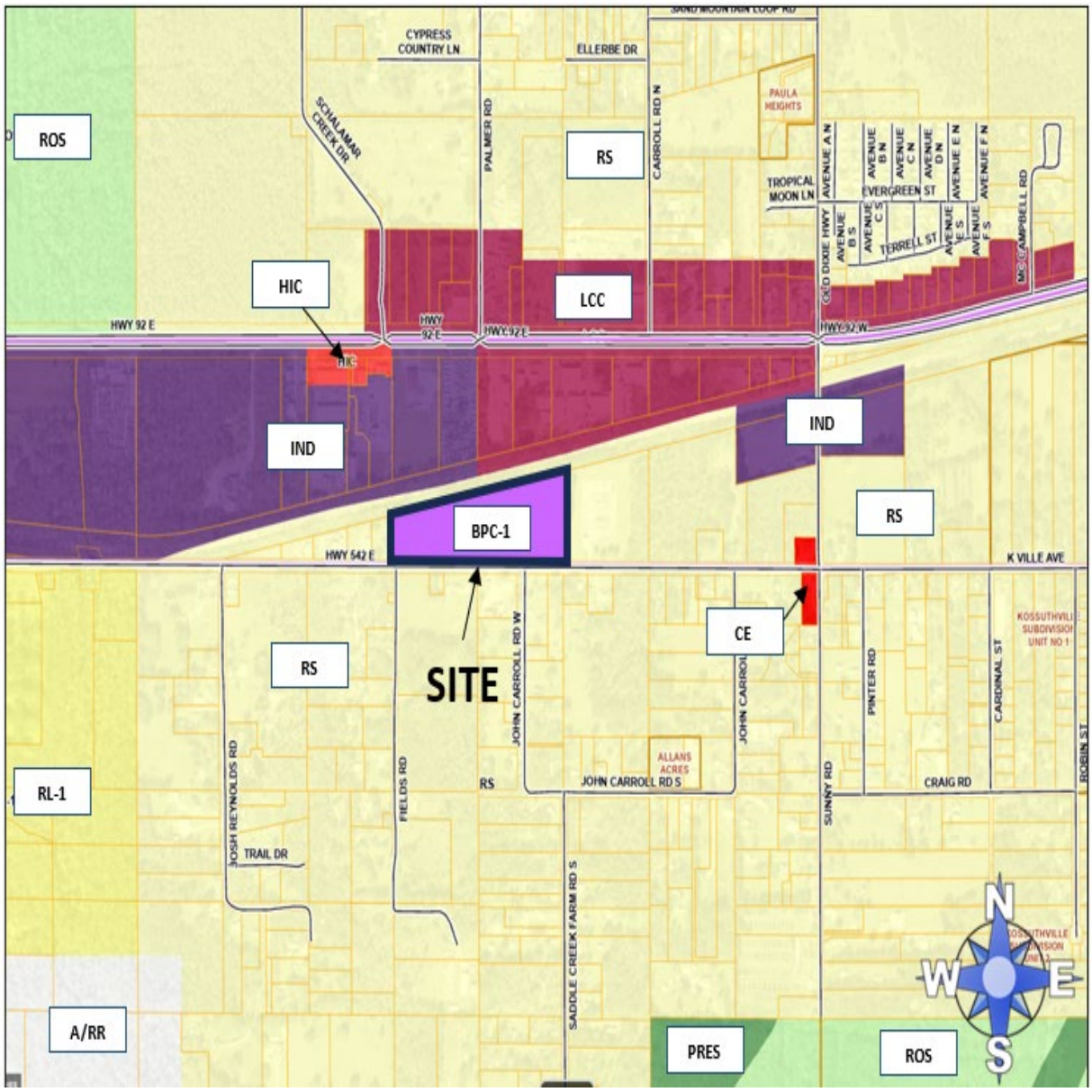


2023 Aerial Photo (Context)

2023 Aerial Photo (Detailed)



Current Future Land Use Map



Proposed Future Land Use Map

ORDINANCE NO. 25 -____

AN ORDINANCE OF POLK COUNTY, FLORIDA ADOPTING **LDCPAS-2025-27;** AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN, ORDINANCE 92-36, AS AMENDED, TO CHANGE THE FUTURE LAND USE MAP DESIGNATION ON 12.64+/- ACRES FROM RESIDENTIAL-SUBURBAN (RS) TO BUSINESS-PARK CENTER (BPC) IN THE SUBURBAN DEVELOPMENT AREA (SDA). THE SITE IS LOCATED SOUTH OF HIGHWAY 92 EAST, WEST OF OLD DIXIE HIGHWAY, NORTH OF COUNTY ROAD 542 EAST OF REYNOLDS ROAD, WEST OF THE CITY OF AUBURNDALE, IN SECTION 13, TOWNSHIP 28, 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 November 5, 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 December 16, 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 1: 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 12.64+/- acre site from Residential-Suburban (RS) to Business-Park Center (BPC) on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

Parcel 242813000000023020

NW1/4 OF SE1/4 LYING S OF RR R/W LESS HWY & LESS E 630 FT THEREOF

Parcel 242813000000041010

E1/2 OF NE1/4 OF SW1/4 LYING S OF RR R/W LESS HWY

SECTION 2: 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 3: EFFECTIVE DATE

This ordinance shall be effective on January 17, 2026 (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 Commerce 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 4: FILING WITH THE DEPARTMENT OF STATE:

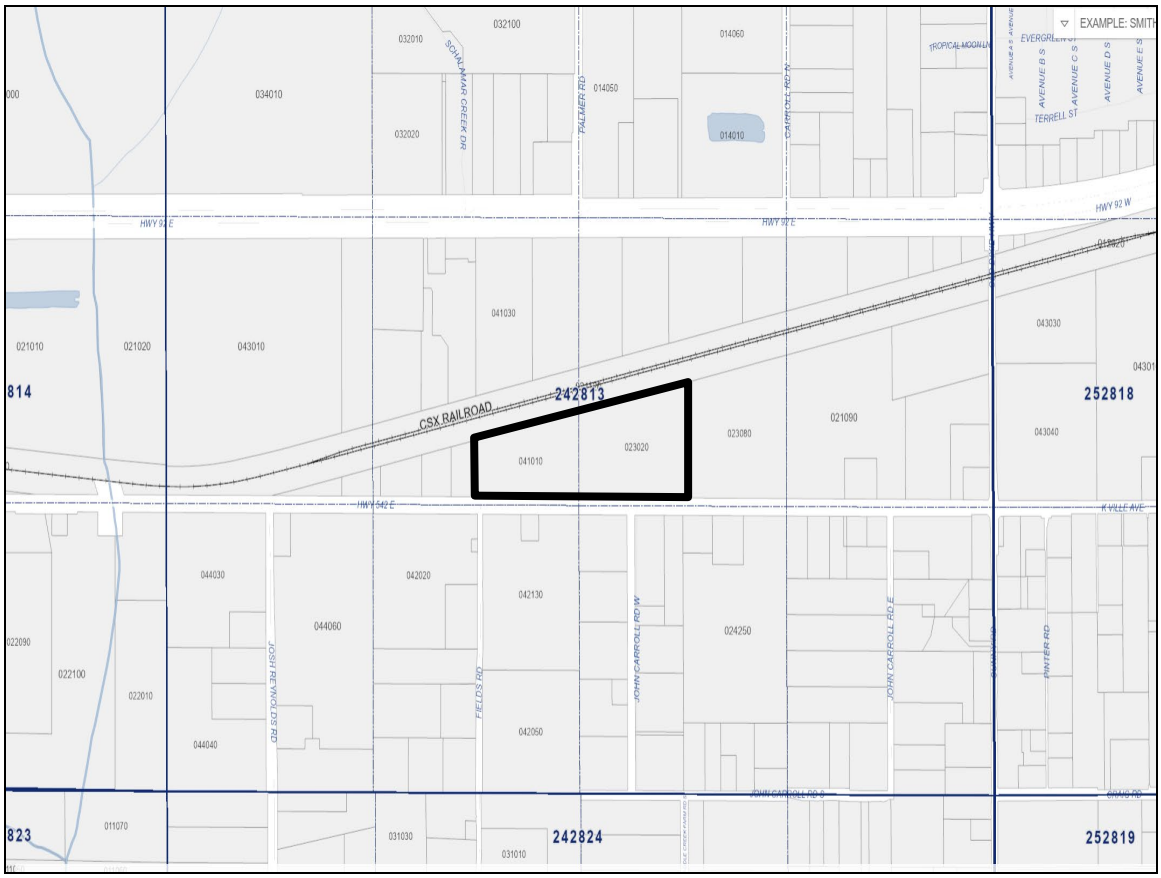
The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the

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 16th day of December 2025.

ATTACHMENT "A"

LDCPAS 2025-27
Location: South of Highway 92 East, west of Old Dixie Highway, north of County Road 542 East, east of Reynolds Road, west of the City of Auburndale
Section-13 Township-28 Range-24



PARCEL DETAIL
Note: Not to Scale

PETERSON & MYERS, P.A.
ATTORNEYS AT LAW • SINCE 1948

TELEPHONE
(863) 683-6511

P.O. BOX 24628
LAKELAND, FLORIDA 33802-4628

FAX
(863) 904-1335

HERITAGE PLAZA
225 EAST LEMON STREET, SUITE 300
LAKELAND, FLORIDA 33801

www.PetersonMyers.com

May 1, 2025

Polk County
Land Development Division
330 W. Church Street
Bartow, FL 33830

Re: DHS Holdings LLC
Application Submittal – Small Scale CPA – HWY 542 E

To Whom it May Concern:

On behalf of DHS Holdings LLC, Peterson & Myers, P.A. ("P&M") is transmitting this application submittal for a Small Scale Comprehensive Plan Amendment for future land use change to allow business park center uses on property ("Proposed Site") situated on +/-12 acres of land situated north of HWY 542 E, and south of HWY 92 E and a CSX Railroad. The Proposed Site is currently designated as Residential Suburban. The proposed change is to Business Park Center-1 and a sub-district change to Business Park Center-2, which will be requested in a separate application submittal.

The following items are included for your convenience:

1) Level 4 Review Application – Small Scale Comprehensive Plan Map Amendment
2) Ownership Authorization Form
3) Deed
4) Demonstration of Need/Justification, Impact Assessment Statement, and Consistency Analysis
5) Figures

Thank you for the opportunity to submit the attached application submittal. If you have questions concerning the application, please call or email me at ballen@petersonmyers.com.

Sincerely,
PETERSON & MYERS, P.A.

Bart Allen

John B. ("Bart") Allen

Enclosures

POLK COUNTY
www.polk-county.net

LEVEL 4
LAND DEVELOPMENT CODE
COMPREHENSIVE PLAN
AMENDMENT APPLICATION

Office of Planning and Development
Land Development Division
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
Phone (863)534-6792
FAX (863) 534-6407

TYPE OF AMENDMENT

Land Development Code **( ) Text** **( ) Sub-district**

Comprehensive Plan **( ) Text** **( ) Large Scale Map** **(✓) Small Scale Map**

Is property in a Selected Area Plan (SAP) **( ) Yes** **(✓) No**

SAP Name _____

Pre Application Project # LDDRC-2025-28 **(Required)**

	Owner	Applicant	Contact Person
Name	Carter's Baptist Church	Peterson & Myers, P.A.	Bart Allen
Work Number		(863)683-6511	(863) 683-6511
Fax Number		(863)688-8099	(863) 688-8099
Mailing Address	4915 US HWY 92 East, Lakeland, FL 33801	225 E. Lemon St., Suite 300 Lakeland, FL 33801	225 E. Lemon St. Suite 300 Lakeland, FL 33801
Email		ballen@petersonmyers.com	ballen@petersonmyers.com

If additional contacts, please list on a separate sheet and submit with application.

Brief Description Request *(No more than 250 characters)*:

The applicant is requesting a Small Scale Comprehensive Plan Map Amendment to change the future land use designation from Residential Suburban (RS) to Business Park Center-1 (BPC-1) on approximately twelve (12) acres of property.

Request **From:** RS Land Use/Sub-District

To: BPC-1 Land Use/Sub-District

Acreage: 12 +/-

	Range -	Township -	Section	Subdivision #	-	Parcel #
Parcel ID Number(s):	R 24	T 28	S 13	000000	-	041010 .
	(Include others on a separate attachment)					
	R 24	T 28	S 13	000000	-	023020 .
	R	T	S		-	.
	R	T	S		-	.

Address and Location of Property:

24-28-13-000000-041010

24-28-13-000000-023020

North of 542 E and John Carroll Rd, South of HWY 92 E and CSX Railroad.

Water Provider Name and Phone Number: City of Auburndale .

Sewer Provider Name and Phone Number: City of Auburndale .

( ) Yes (✔) No Is the property located in the Green Swamp Area of Critical State Concern? *(If yes, a Green Swamp Impact Assessment Statement must be submitted with this application.)*

Identify existing uses and structures on subject and surrounding properties (e.g. vacant, residential # du/ac, commercial approx. square feet, etc.):

24-28-13-000000-021120 Centrally Assessed Railroad Land FLU: RS **NW**	24-28-13-000000-021120 Centrally Assessed Railroad Land FLU: RS **N**	24-28-13-000000-021120 Centrally Assessed Railroad Land FLU: RS **NE**
24-28-13-000000-041090 SFR up to 2.49 AC FLU: RS **W**	24-28-13-000000-041010 Churches- vacant land or misc impr of some value 24-28-13-000000-023020 Churches- vacant land or misc impr of some value FLU: RS **Subject Property**	24-28-13-000000-023080 Municipal (other than colleges) FLU: RS **E**
24-28-13-000000-042020 MHP - Family Park; MH Lot and Recreational Vehicle (RV) FLU: RS **SW**	24-28-13-000000-042130 -M.H. (RP) 2.5 -9.99 Acres 24-28-13-000000-042010-SFR up to 2.49 AC 24-28-13-000000-024220-Com. Misc. 24-28-13-000000-024100-SFR up to 2.49 AC 24-28-13-000000-024070-SFR up to 2.49 AC **S** FLU: RS	24-28-13-000000-024030 M.H. (RP) up to 2.49 Acres FLU-RS **SE**

Approval of this application does not waive any other applicable provisions of the Polk County Land Development Code, the Polk County Comprehensive Plan, the Polk County Utility Code which are not part of the request for this application, nor does approval waive any applicable Florida Statutes, Florida Building Code, Florida Fire Prevention Code, or any other applicable laws, rules, or ordinances, whether federal, state or local. The applicant has the obligation and responsibility to be informed of and be in compliance with all applicable laws, rules, codes and ordinances.

I, Barr Hlw As Attorney (print name), the owner of the property which is the subject of this application, or the authorized representative of owner of the property which is the subject of this application, hereby authorize representatives of Polk County to enter onto the property which is the subject of this application to perform any inspections or site visits necessary for reviewing this application. I understand that representatives of Polk County are not authorized to enter any structures dwellings which may be on the property.

Property owner or property owner's authorized representative. Date: 05/01/2025

This instrument prepared by
and return to:
W. Peyton Gause, Jr.
Gause & Associates, P.A.
3304 Lantana Court
Kissimmee, Florida 34746

INSTR # 2007055922
BK 07210 PGS 2216-2218 PG(s)3
RECORDED 03/15/2007 10:34:59 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
DEED DOC 0.70
RECORDING FEES 27.00
RECORDED BY N Payne

CORRECTIVE TRUSTEE'S DEED

Scrivener's Note: This Corrective Trustee's Deed is recorded for the sole purpose of correcting the legal descriptions contained in the original conveyance recorded in Official Records Book 6257, Page 567, and a prior corrective instrument, recorded as Instrument #2006184989, of the Public Records of Polk County, Florida.

Tax I.D. Nos. 132824-000000-023020, and
132824-000000-041010

THIS CORRECTIVE TRUSTEE'S DEED, is made the 10th day of FEBRUARY 2007 by **ARTHUR D. DOHANY, as Successor Trustee** under the Dohany Family Land Trust Agreement, dated November 1, 1966, and First Amendment thereto dated December 17, 1999, and individually, whose address is 1218 Shady Lane Drive, Orlando, Florida 32804 (hereinafter, collectively, the "Grantor"), to **CARTER'S BAPTIST CHURCH, INC.**, a Florida corporation not-for-profit, whose address is 4825 E. State Road 542, Lakeland, Florida 33801 (hereinafter the "Grantee"):

(Wherever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Polk County, Florida, more particularly on **Exhibit A**, attached hereto and incorporated herein by this reference.

GRANTOR hereby warrants that the above-described real property is not now, nor has it ever been, homestead property of the Grantor, or contiguous thereto.

GRANTOR further certifies that the Trust Agreement referred to herein, as amended, remains in full force and effect and has not been terminated or revoked. The Trustee hereby further certifies that the applicable Trust confers upon him the power and authority to protect, conserve, sell, encumber and otherwise to manage and dispose of the above-described real property or any part thereof, all as set forth in *Florida Statutes* §689.071.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, as against all persons claiming by, through, or under the Grantor (but not otherwise), the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has lawful seisen of and good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all

persons claiming by, through, or under the Grantor (but not otherwise) and that said land is free of all encumbrances, except for the lien of ad valorem real estate taxes not yet due and payable, and easements, restrictions, and limitations of Public Record, if any, none of which shall be deemed by this reference to be reimposed or extended.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Trustee's Deed the day and year first above written.

Signed in the presence of the following two (2) witnesses:

Witness, please sign on line and then print your name here: LES JONES

Witness, please sign on line and then print your name here: PAUL J WEBER

ARTHUR D. DOHANY, Successor Trustee of the Dohany Family Land Trust u/t/a dated 1 November 1996, and First Amendment thereto dated December 17, 1999.

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was executed before me this 10th day of February, 2007, by Arthur D. Dohany, as Successor Trustee of the Dohany Family Land Trust u/t/a dated 1 November 1996, and First Amendment thereto dated December 17, 1999, on behalf of the Trust and individually. Mr. Dohany is either [ ] personally known to me; or [ ] he produced his Florida drivers license as identification; and took an oath.

My commission expires: 8/13/2010

NOTARY PUBLIC
Please sign on line and then print your name here: PAUL J WEBER

[AFFIX SEAL]

Notary Public State of Florida
Paul J Weber
My Commission DD571931
Expires 08/13/2010

EXHIBIT A
LEGAL DESCRIPTION

ALL OF THAT PART OF THE NW ¼ OF THE SE ¼ OF SECTION 13, TOWNSHIP 28 SOUTH, RANGE 24 EAST, LYING SOUTH OF THE ATLANTIC COAST LINE RAILROAD, POLK COUNTY, FLORIDA; AND THE E ½ OF THE NE ¼ OF THE SW 1/4 LYING SOUTH OF THE RIGHT-OF-WAY OF THE ATLANTIC COAST LINE RAILROAD IN SECTION 13, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA;

LESS AND EXCEPT:

THAT PART OF THE E ½ OF THE NE ¼ OF THE SW ¼, LYING SOUTH OF RIGHT OF WAY OF A.C.L. RAILROAD, ALSO THE E ½ OF THE SE ¼ OF THE SW ¼ ALL IN SECTION 13, TOWNSHIP 28 SOUTH, RANGE 24 EAST, LYING WITHIN 40 FEET EACH SIDE OF THE SURVEY LINE OF STATE ROAD S-542, SECTION 1658, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: COMMENCE AT A POINT ON THE SURVEY LINE OF STATE ROAD S 542, SECTION 1658, DESIGNATED AS STATION 215+74.82, SAID POINT LYING 1.65 FEET SOUTH 0 DEGREE 48' EAST OF A RAILROAD SPIKE MARKING THE NORTHWEST CORNER OF THE SW ¼ OF THE SW ¼ OF SECTION 13 TOWNSHIP 28 SOUTH, RANGE 24 EAST, RUN THENCE NORTH 89 DEGREES 11' EAST 2014.09 FEET TO A POINT ON SAID SURVEY LINE DESIGNATED AS STATION 235+88.91; THENCE NORTH 89 DEGREES 07' EAST, 646.41 FEET TO A POINT ON THE SURVEY LINE DESGINATED AS STATION 242+35.32, SAID POINT LYING 1.91 FEET SOUTH 01 DEGREES 19' EAST OF AN 80 PENNY NAIL AND WASHER MARKING THE NORTHWEST CORNER OF SW1/4 OF SE ¼ OF SAID SECTION 13, LESS A.C.L. R/W AND EXISTING RIGHTS OF WAY.

AND LESS AND EXCEPT:

THAT PART OF THE NW ¼ of the SE ¼ WHICH IS A PART OF THE RIGHT-OF-WAY OF THE LAKELAND-WINTER HAVEN HIGHWAY, LYING WITHIN 40 FEET LEFT (NORTH) OF THE SURVEY LINE OF SR S-542, SECTION 1658, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: COMMENCE AT A POINT ON THE SURVEY LINE OF SR S-542, SECTION 1658, DESIGNATED AS STA. 242+35.32, SAID POINT LYING 1.91 FEET SOUTH 01 DEGREES 19' EAST OF AN 80 PENNY NAIL AND WASHER MARKING THE NORTHWEST CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 13 TOWNSHIP 28 SOUTH, RANGE 24 EAST; RUN THENCE NORTH 89 DEGREES 07' EAST 2358.68 FEET TO A POINT ON SAID SURVEY LINE DESGINATED AS STA. 265+94.00; THENCE NORTH 89 DEGREES 42' EAST 106 FEET TO A POINT ON THE SURVEY LINE DESIGNATED AS STA 267+00 AND END OF RIGHT-OF-WAY JOB. LESS EXISTING RIGHT-OF-WAY;

AND ALSO LESS AND EXCEPT:

THE EAST 630.00 FEET OF THE NORTHWEST ¼ OF SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF COUNTY ROAD 542 AND SOUTH OF S.C.L. RAILROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER FOR SECTION 13, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, AND RUN N 00 DEGREES 00' 00" E (ASSUMED BASIS OF BEARINGS) ALONG THE EAST LINE FOR SECTION 13 A DISTANCE OF 1334.07 FEET; THENCE N 89 DEGREES 31' 19" W A DISTANCE OF 1330.22 FEET TO THE SOUTHEAST CORNER FOR THE NORTHWEST ¼ OF THE SOUTHEAST 1/4 FOR SECTION 13; THENCE N 00 DEGREES 08' 40" E ALONG THE EAST LINE THEREOF A DISTANCE OF 42.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE FOR COUNTY ROAD 542 (OLD AUBURNDALE ROAD, FORMERLY STATE ROAD 542) AND THE POINT OF BEGINNING; THENCE N 89 DEGREES 31' 19" W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 630.01 FEET TO A POINT LYING 630.00 FEET WEST (AS MEASURED PERPENDICULARLY) OF THE EAST LINE OF THE NW ¼ OF THE SE ¼ FOR SECTION 13; THENCE N 00 DEGREES 0' 40" E ALONG A LINE LYING 630.00 FEET WEST OF THE EAST LINE OF THE NW ¼ OF THE SE ¼ A DISTANCE OF 534.41 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE FOR S.C.L. RAILROAD; THENCE N 79 DEGREES 10' 46" E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 641.72 FEET TO A POINT ON THE EAST LINE OF THE NW ¼ OF THE SE ¼; THENCE S 00 DEGREES 08' 40" W ALONG SAID LINE A DISTANCE OF 660.14 FEET TO THE POINT OF BEGINNING.

(3)

Demonstration of Need and Justification

DHS Holdings LLC (the "Applicant") is requesting a Small Scale Comprehensive Plan Map Amendment to change the future land use designation from Residential Suburban (RS) to Business Park Center-1 (BPC-1) on approximately twelve (12) acres of property. The Applicant desires to develop the site for business park center uses. The proposed site is located in a Suburban Development Area (SDA). The proposed change reflects commercial and industrial development trends north of the proposed site along the CSX railroad line and east of the site along Old Dixie Hwy. Moreover, the proposed site's proximity to 542 E and US HWY 92 allows the site to maximize access to arterial and collector roads.

The proposed land use change acts as a measured and compatible extension of the existing industrial and commercial activity north and east of the site. The proposed request also acts to alleviate compatibility concerns with existing uses near and adjacent to the north (rail line and industrial/commercial uses), east (City of Lakeland electric substation) and west (junk yard) of the site. In addition, the proposed request maximizes the opportunity to utilize the existing rail line to the north, collector roads to the south (542E) and west (Reynolds Rd), and arterial roads to the north (US HWY 92) and east (Old Dixie HWY) for access to and from the proposed site while minimizing impact to lower volume local roads in the surrounding community.

In order to ensure compatibility exists, the Applicant will ensure buffering considerations and maintain physical separation from the homes to the west and south. This will include landscaping requirements (width of buffers, quality of plantings, etc.) at or greater than the minimum requirements of the Land Development Code.

Consistency Analysis

I. Polk County, FL Comprehensive Plan

A. *Section 2.106 – Suburban-Development Areas (SDA)*

1. POLICY 2.106-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within the Suburban Development Areas:

   ...

   c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers. Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, and Preservation.

   ANALYSIS: *The proposed request is for BPC-1, which is consistent with allowable uses in Suburban Development Areas.*

2. POLICY 2.106-A5: DEVELOPMENT CRITERIA - Development within the Suburban Development Areas shall conform to the following criteria as further specified in the Land Development Code:

   ...

   g. encourage connectivity between uses within the SDA, and between the SDA and other urban centers and the rural development areas; . . . .

   ANALYSIS: *The proposed site is in a location that encourages connectivity between existing uses within the SDA. Business park center uses within the proposed site can provide connectivity to industrial uses to the north along the CSX railroad, and east along Old Dixie HWY.*

B. *Section 2.113B – Business Park Center*

1. POLICY 2.113-B-1: CHARACTERISTICS –

   . . .

   Usable Area: 10 acres or more

   ANALYSIS: *The proposed site is approximately twelve (12) acres. As such, the size of the proposed site is consistent with the usable area requirement of 10 acres or more set out in the Comprehensive Plan.*

2. 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.

ANALYSIS: The proposed site is consistent with the location criteria contained in the Comprehensive Plan. The proposed site is fronting an urban collector (542 E) to the south and abutting a CSX railroad to the north. In addition, the proposed site is 0.76 miles from an intersecting arterial road (US HWY 92).

3. 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.

   ANALYSIS: *The proposed site has frontage on 542 E, a collector roadway or better. Such frontage is consistent with the development criteria of the BPC district contained in the Comprehensive Plan.*

Impact Assessment Statement

A. Land and Neighborhood Characteristics: to assess the compatibility of the requested land use district with the adjacent property and to evaluate the suitability of the site for development, the applicant shall:

1. Show how and why is the site suitable for the proposed uses;

The applicant is requesting a Small Scale Comprehensive Plan Map Amendment to change the future land use designation from Residential Suburban (RS) to Business Park Center-1 (BPC-1) on approximately twelve (12) acres of property. See attached exhibits included with the application. The Applicant desires to develop the site for business park center uses. The proposed change reflects commercial and industrial development trends to the north of the proposed site and along the CSX railroad line. Moreover, the proximity of the site to 542 E and US HWY 92 allows the site to maximize access to arterial and collector roads.

2. Provide a site plan showing each type of existing and proposed land use;

See attached Future Land Use Map.

3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses;

Please see narrative provided above. The landscaping and buffering required by the Polk County Land Development Code adequately ensures that the proposed request is compatible with adjacent uses and entitlements in the area. The Applicant will take any and all reasonable and necessary steps to minimize impacts to the properties surrounding the requested land use map amendment.

4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped;

The proposed land use change acts as a measured and compatible extension of the existing industrial and commercial activity, north and east of the site. The proposed request also acts to alleviate compatibility concerns with existing uses near and adjacent to the north (industrial uses and rail line), east (City of Lakeland electric substation) and west (junk yard) of the site. In addition, the proposed request maximizes the opportunity to utilize the existing rail line to the north and collector road to the south.

5. Describe each of the uses proposed in a Planned Development and identify the following:

a. The density and types of residential dwelling units;

b. The type of commercial and industrial uses;

c. The approximate customer service area for commercial uses;

d. The total area proposed for each type of use, including open space and recreation

The Property is not within a Planned Development. Any development of the Property would be consistent with the Polk County Land Development Code, the Polk County Comprehensive Plan, and proposed site specific development criteria.

B. Access to Roads and Highways: to assess the impact of the proposed development on the existing, planned and programmed road system, the applicant shall:

1. Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;

Estimated Traffic Impact Analysis

Permitted Intensity 12 +/- acres 12 ac of RS	**Maximum Permitted in Existing Land Use RS** **12 ac** X 1du/5ac= 2 du	**Maximum Permitted in Proposed BPC** **12 ac** **522,720 sq ft** X 0.65 FAR= 339,768 sq ft/1000= 340 sq ft
Average Annual Daily Trips (AADT)	2 du X 7.81 AADT= **15.62 Trips**	340 X 1.74 AADT X 100%= **591 Trips**
PM Peak Hour Trips	2 du X 1 AADT= **2 Trips**	340 X 0.11 AADT X 100%= **37 Trips**

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;

The Property will utilize the ingress/egress only from HWY 542 E. It is anticipated minor transportation improvements will be required for ingress/egress of the site in accordance with applicable County requirements. The specific intersection types will be will be fully addressed at Level 2.

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;

The proposed development shall provide the requisite number of parking spaces required by the Polk County Land Development Code, which will be determined at Level 2 based on the actual square footages of the buildings constructed.

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and

The property has frontage on HWY 542 E. HWY 542 E has a functional classification as an Urban Collector Road. Ingress and Egress will be designed to move traffic to US 92. It is anticipated that minor transportation improvements will be required for ingress/egress of the site in accordance with applicable County requirements. The specific intersection types will be will be fully addressed at Level 2.

5. Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.

The CitrusConnection Purple Line has various stops along 542 E including stops along John Carroll Road W, which is adjacent to the property.

C. Sewage: to determine the impact caused by sewage generated from the proposed development, the applicant shall:

1. Calculate the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development;

Potable Water Consumption and Wastewater Generation Table

Permitted Intensity 12 +/- acres 12 ac of RL	**Maximum Permitted in Existing Land Use RS** **12 ac** X 1du/5ac= 2 du	**Maximum Permitted in Proposed BPC** **12 ac** **522,720 sq ft** X 0.65 FAR= 339,768 sq ft
Potable Water Consumption	2 du X 360= **720 GPD**	339,768 X 0.24= **81,544 GPD**
Wastewater Generation	2 du X 270= **540 GPD**	81,544 X 80%= **65,235 GPD**

Source: Concurrency Manual: 0.24GPD/sq ft for water and an assumption of 80% of water for wastewater.

2. Describe the proposed method and level of treatment, and the method of effluent disposal for the proposed sewage treatment facilities if on-site treatment is proposed;

The Property will connect to public utilities from the City of Auburndale or provide onsite treatment. Prior to development, the Applicant will coordinate with the City of Auburndale to determine location of lines and availability of capacity.

3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems;

Any proposed system will be designed in accordance with appropriate and applicable standards.

4. Identify the service provider; and

The Property will connect to existing public utilities from City of Auburndale, if available, or provide on-site well and septic.

5. Indicate the current provider's capacity and anticipated date of connection.

Capacity and the date of connection will be more fully understood and addressed at Level 2.

D. Water Supply: to determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area, the applicant shall:

1. Indicate the proposed source of water supply and, the type of treatment;

The Property will connect to existing public utilities from City of Auburndale, if available, or provide on-site treatment. Prior to development the Applicant will coordinate with the City of Auburndale to determine the location of lines and availability of capacity.

2. Identify the service provider;

The Property will connect to existing public utilities from City of Auburndale, if available, or provide on-site treatment.

3. Calculate the estimated volume of consumption in gallons per day (GPD); and

Please see Potable Water Consumption and Wastewater Generation Table above.

4. Indicate the current provider's capacity and anticipated date of connection

Capacity and the date of connection will be more fully understood and addressed at Level 2.

E. Surface Water Management and Drainage: to determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development, the applicant shall:

1. Discuss the impact the proposed development will have on surface water quality;

The stormwater management system for the project site will be designed to meet regulatory requirements that will ensure adequate BMPs are instituted. The property does not have any areas of concern and surface water quality will not be negatively impacted by the development.

2. Describe the alteration to the sites natural drainage features, including wetland, that would be necessary to develop the project;

There are no state or federal jurisdictional wetlands or surface water features located within the project site.

3. Describe the impact of such alterations on the fish and wildlife resources of the site;

Based on the available GIS information, there are no state or federally jurisdictional wetland or surface water features or other bodies of open water identified within the project site. No significant impact to existing wildlife resources is anticipated from the project.

4. Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.

No change is anticipated.

F. Population: to determine the impact of the proposed developments additional population, the applicant shall:

1. Calculate the projected resident (and transient) population of the proposed development and the generated population in the case of commercial or industrial uses;

Indeterminable at this time.

2. Describe, for commercial and industrial projects, the employment characteristics including the anticipated number of employees, type of skills or training required for the new jobs, the percentage of employees that will be found locally or are expected to be drawn from outside the county or state, and the number of shifts per day and employees per shift;

Indeterminable at this time.

3. Indicate the expected demographic composition of the additional population (age/socio-economic factors); and

Indeterminable at this time.

4. Describe the proposed service area and the current population thereof.

Indeterminable at this time.

G. General Information: to determine if any special needs or problems will be created by the proposed development, the applicant shall:

1. List and discuss special features of the proposed development that promote desirability and contribute to neighborhood needs; and

The proposed future land use map amendment would allow for the parcel to be developed consistent with the other non-residential activities in the area.

2. Discuss the demand on the provision for the following services:

a. Parks and Recreation;

None.

b. Educational Facilities (preschool/elementary/middle school/high school);

None.

c. Health Care (emergency/hospital);

No impact anticipated.

d. Fire Protection;

The nearest fire protection is Polk County Fire Rescue Station 39 (3325 E Main St, Lakeland, FL 33801).

e. Police Protection and Security; and

The nearest police protection and security is a County Sheriff Policing Unit located at 2805 Morgan Combee Rd, Lakeland, FL 33801.

f. Electrical Power Supply

Indeterminable at this time.

H. Maps: the following maps shall accompany all Impact Assessment Statements:

Map A: A location map showing the relationship of the development to cities, highways, and natural features;

See attached Location Map

Map B: A Topographical Map with contour intervals of no greater than five feet, the identification of the property boundaries, and a delineation of the areas of special flood hazard (100 year flood plain) as shown on the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA) for Polk County;

See attached Topographical Map.

Map C: A Land Use and Land Use District Map showing the existing land use designations and districts on and abutting the proposed development, including lot sizes and density;

See attached Future Land Use Map (current and requested).

Map D: A Soils Map with soils designated according to Natural Resources Conservation Service classifications. If available, USDA Natural Resources Conservation Service (NRCS) soil surveys are preferable;

See attached Soils Map

Map E: A Traffic Circulation Map identifying any existing roads on or adjacent to the proposed development and indicating the name of the roads, maintenance jurisdiction, and pavement and right-of-way widths.

See attached Location Map.

Map F: A Site Plan showing land uses, the layout of lots, the type and maximum density for each type of residential area; the typical minimum lot sizes and dimensions for each use and unit type, and the dimensions, locations, and types of buffers, easements, open space areas, parking and loading areas, setbacks, and vehicular circulation routes; and

A Site Plan is not available at this time.

Map G: A Drainage Map delineating existing and proposed drainage areas, water retention areas, drainage structures, drainage easements, canals, wetlands, watercourses, and other major drainage features.

A Drainage Map is not available at this time, as we do not have any engineered plans to evaluate the proposed location of stormwater ponds, buildings, impervious surface, etc.

Mark J. Bennett, AICP, FRA-RA, CNU-A

Experienced Professional in urban planning, zoning, and land development, both in the public and private sector. Proven leader, manager, and entrepreneur. Veteran with 30 years of military service.

Professional Goal – Create Better Communities!

Education:

Student, International Development Doctoral Program, University of Southern Mississippi (current)
Naval Postgraduate School, Monterrey, CA, Graduate Certificate - Stability, Security, and Development in Complex Operations
Royal Military College of Canada, Toronto, ON, CA, Master of Defence Studies
University of Central Florida, Orlando, FL, Master of Public Administration
University of South Florida (USF), Tampa, FL, Bachelor of Arts - Major - Geography

Memberships (Current):

American Institute of Certified Planners (AICP) - Certificate Number 11241
Florida Redevelopment Association – Certified Redevelopment Administrator (FRA-RA); Member, Board of Directors, Chair, Education and Professional Development Committee
Congress of New Urbanism - Accredited Member (CNU-A)
City of Lake Wales Code Enforcement Board
USF School of Public Affairs Master of Urban and Regional Planning Advisory Council
Polk Vision - Leadership Polk Class XV
Haines City/Northeast Polk Chamber of Commerce - Leadership Class X
Senior Army Reserve Commanders Association, Reserve Officers Association, Military Officers Association of America - Imperial Polk County Chapter, American Legion, Veterans of Foreign Wars, 1st Cavalry Division Association

Memberships (Previous):

Summerlin Academy (military-oriented public school of choice) Advisory Committee, Bartow, FL
Polk County Affordable Housing Advisory Committee
City of Lake Wales Planning Board, Community Redevelopment Agency (CRA) Advisory Committee
Polk Transportation Planning Organization – Technical Advisory Committee, Joint Airport Zoning Board
Central Florida Development Council - Investor

Professional Planner Experience:

Senior Planner, Land Development Division, Polk County Board of County Commissioners, Polk County, FL – February 2023 to Present – Conduct long-range planning, development review activities, and special projects. Previously served from February 2006 to March 2007 as a Principal Planner. Initially hired in January 1989 as a student trainee, was promoted to Planner I, II, III, and Senior Planner before leaving in January 1996.

Development Services Director, City of Lake Wales, FL - July 2020 to February 2023 - Department-level position manager responsible for planning & zoning, building permitting and inspections, code compliance, and support of the Community Redevelopment Agency (CRA) for a city of 17,000+ residents and 20 square miles. Previously served as the City Planner from July 1998 to November 2000, Acting Community Services Director from March to June 1999, and the Development Services Director from January 1996 to June 1997.

Deputy Director of Development Services/CRA Manager, City of Haines City, FL – July 2017 to July 2020 – Responsible for the City's CRA, community-development related activities, and special projects for a rapidly growing city of 25,000+ residents comprising 20 square miles. Served as Director of Development Services in absence of Director. Previously served as City Planner from November 1997 to July 1998, and Planning Manager from March 2007 to April 2015.

Planning Director/Principal, Ridge Professional Group – April 2015 to May 2017 – Responsible for all urban planning and zoning functions for an eight-employee land development consulting firm specializing in permitting and engineering design. Also, part-owner of firm, with additional duties of marketing, sales, and public relations.

Urban Planner – Bennett Consulting Services - July 2001 to February 2006 - Owner of urban planning consulting firm, specializing in subcontracting work for planning & civil engineering firms. Projects include processing Comprehensive Plan Amendments, Planned Developments, creation and implementation of annexation and sector plans, due diligence analysis for prospective land purchases, and property development potential analysis. Served as City Planner for Frostproof, FL from March to August 2005. Provided subject-matter expertise/testimony for clients before Polk County, Lake County, Lakeland, Winter Haven, and Lake Wales.

Planning Services Manager/Business Development Manager – M. T. Causley, Inc. – October 2002 to June 2003 - Contract position, responsible for urban planning services and business development activities (including sales, marketing, personnel and project management) for central Florida area.

Site Acquisition/Zoning Specialist – iTactical Services – November 2000 to October 2002 – Contract position, responsible for selection, acquisition/purchase of property, and obtaining zoning/development approval for placement of communications towers.

Zoning Specialist, SBA Communications Corporation - June to November 1997 - Responsible for siting, zoning, and permitting 20 sites to establish the Sprint PCS network in the Tampa Service Area.

Military Experience:

US Army Reserve (Retired) - April 1989 to May 2019 – Final Rank – Colonel. Key Assignments included Civil Affairs Planning Team Chief, 350th Civil Affairs Command, Pensacola, FL, with duty at US Southern Command, Doral, FL; Commander, 3rd Battalion, 349th Regiment (Logistics Support), Camp Shelby, MS; Commander, 5th Battalion, 95th Regiment, (Civil Affairs/Psychological Operations), Lubbock, TX; Civil Affairs Analyst, US Special Operations Command, MacDill Air Force Base, Tampa, FL; Battalion Executive Officer and Commander, A Company, 478th Civil Affairs Battalion, Perrine, FL; and Public Works Officer/Essential Services Team Leader, 1st Armored Division/1st Cavalry Division Governorate Support Team, Baghdad, Iraq.

Significant Awards and Decorations include the Combat Action Badge, Bronze Star (Meritorious Service) and the Parachutist Badge.

Resume of Service Career available upon request.

Hobbies/Personal Interests:

Reading, attending University of South Florida athletic events, and spending time with wife Melissa and their two children.

Agenda Item N.4. 12/16/2025

SUBJECT

Public Hearing (LDCD-2025-7 Highway 542 East Property District Change) (Adoption Hearing) to consider the adoption of a sub-district change from Business Park Center (BPC-1) to Business Park Center-2 (BPC-2) on 12.64 acres within in the Suburban Development Area (SDA). (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated request for property located south of Highway 92 East, west of Old Dixie Highway, north of County Road 542 East, east of Reynolds Road, west of the City of Auburndale, in Section 13, Township 28, Range 24.

State law requires one Planning Commission hearing, which was held on November 5, 2025, with a recommendation for approval by a 7:0 vote.

RECOMMENDATION

Adopt

FISCAL IMPACT

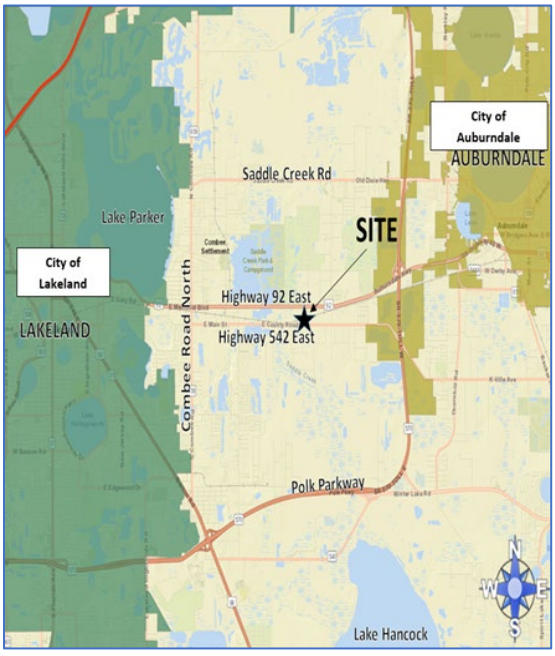
No Fiscal Impact

CONTACT INFORMATION

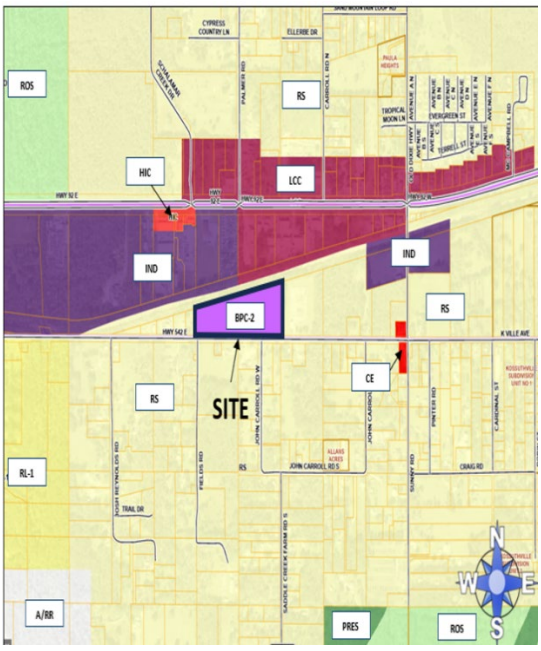
Mark J. Bennett, AICP, FRA-RA, CNU-A
Senior Planner
Land Development Division
863-534-6455

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	August 28, 2025
Planning Commission Date:	November 5, 2025
BoCC Dates:	December 16, 2025
Applicant:	Bart Allen, Esq.
Level of Review:	Level 4 Review, Sub-district change
Case Number and Name:	LDCD-2025-7 (Hwy 542 E Property)
Request:	Future Land Use Map sub-district change for 12.64 acres from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2). The case is related to LDCPAS-2025-27, a request to the change the Future Land Use Map from Residential Suburban (RS) to Business Park Center (BPC).
Location:	South of Highway 92 East, west of Old Dixie Highway, north of County Road 542 East, east of Reynolds Road, west of the City of Auburndale, in Section 13, Township 28, Range 24.
Property Owner:	Carters Baptist Church Inc.
Parcel Size:	12.64 acres
Development Area:	Suburban Development Area (SDA)
Future Land Use:	Residential-Suburban (RS)
Nearest Municipality	Auburndale
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7:0)
Florida Commerce:	N/A
Case Planner:	Mark J. Bennett, AICP, FRA-RA, CNU-A, Senior Planner



Location Map



Proposed Land Use District Map

Summary:

This is an applicant-initiated Future Land Use Map sub-district change for 12.64 acres from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2) on the Future Land Use Map. The case is related to LDCPAS-2025-27, a request to the change the Future Land Use Map from Residential Suburban (RS) to Business Park Center (BPC).

Compatibility Summary

There are several reasons why this request is considered to be compatible, and consistent with the Comprehensive Plan and Land Development Code. There are industrial and other non-residential uses (such as an electrical substation, auto-related uses, and heavy equipment/outdoor storage & vehicle parking) near the site. These non-residential uses are of a similar intensity to what is allowed within the BPC-2 district.

The location of transportation facilities, such as railroads and arterial/collector roads is a factor in determining the appropriateness of Business-Park Centers. This site has direct access to a collector road, with an intersection of an arterial highway (located .75-mile driving distance) away. The site is also next to a railroad. Because this request complies with the locational criteria found in Policy 2.113-B3, specifically collector/arterial road access and railroad abutting the site, this request is consistent with the applicable policies in the Comprehensive Plan.

Infrastructure Summary

The site is not in a utility service area, but water service is provided to property north of the site by the City of Auburndale. Because this amendment is for a non-residential use, schools will not be impacted. There is sufficient roadway capacity. Public safety facilities and services are available.

Environmental Summary

Some portions of the site are within the 100-year floodplain, but the site does not contain wetlands or surface waters. No adverse environmental impacts are expected due to the development of this site.

Comprehensive Plan

Listed below are the relevant sections of the Comprehensive Plan that are applicable to this request:

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.106(A1-A7): Suburban Development Areas (RDAs)
- Policy 2.120(A1-A4): Residential-Suburban (RS)
- Policy 2.113(B1-B5): Business-Park Centers (BPC)
- Section 2.123B(B1-B5): Floodplain-Protection Areas

Findings of Fact

Request and Legal Status

- LDCD-2025-7 is an applicant-initiated request for a Level 4 Subdistrict change to designate approximately 12.64 acres from Business-Park Center - 1 (BPC-1) to Business-Park Center – 2 (BPC-2).

- The subject site is in the Suburban Development Area (SDA).

- POLICY 2.106-A1 describes Suburban-Development Areas (SDAs) as those areas within the County which are, in most cases, located between municipalities, TSDA or UGA and the Rural Development Areas (RDAs). In the SDA, agricultural activities coexist alongside low density developed areas in the fringes of municipalities and other urban centers. These areas have developed predominately residential, in a suburban pattern with County-owned, municipal or County-franchised potable-water systems, but without centralized sewer facilities and very little, if any, supporting public facilities and non-residential uses. Other urban services typically found to accompany a suburban area include, but are not limited to multimodal transportation facilities, public safety, recreational and educational services.

- POLICY 2.109-A26 describes the Business Park Center land use district as follows: "The purpose of the Residential-Suburban (RS) is to provide for suburban-density residential development to promote the proper transition of land from rural to urban uses. The RS land use permits single-family dwelling units, family care homes, agricultural support uses, and community facilities."

- Section 204.c.3. of the Land Development Code describes the Business Park Center- 2 (BPC-2) District as follows: "The purpose of the BPC-2 district is to provide areas for light-industrial activities. The BPC-2 district permits light manufacturing, fabrication, assembly, distribution and wholesaling activities, and some retail uses to support the businesses and activities within the Business Park Center."

- The property is vacant and undeveloped.

Compatibility

- The Comprehensive Plan defines Compatibility in Section 4.400 as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

- The proposed request is for a Business-Park Center (BPC) use.

- This area of Polk County is characterized by a mixture of industrial and residential uses, with some retail commercial uses located along US 92, north of the site.

- Surrounding uses include industrial, retail commercial and a mobile home park north of the site, across the railroad line. An electrical substation is east of the site. Auto-related uses are west of the site, with heavy equipment/outdoor storage and truck parking to the south, across CR 542.

Infrastructure

- The property is zoned for Clarence Boswell Elementary, Crystal Lake Middle School, and Teneroc Senior High School.

- Fire and ambulance response is from Polk County Fire Rescue Station 39, located at 3325 E Main St, Lakeland. The estimated response time from this station is about five to seven minutes.

- Sheriff's response to the site is served by the Southwest District, located at 4011 Sgt. Mary Campbell Way, Lake Wales. The response times are as follows: Priority One: 9:40 minutes; Priority Two: 22:13 minutes.

- The subject parcel is next to County Road (CR) 542. CR 542 is an Urban Major Collector, according to the Polk County TPO Roadway Network Database, and is the closet road to the site that is monitored for concurrency.

- The site is not located within a utility service area.

Environmental

- There are no wetlands on the site.

- Portions of the site are within a Zone "A" 100-year floodplain.

- The site is comprised of Nittaw sandy clay loam and Wabasso fine sands. These soils have severe limitations for septic tanks and dwellings without basements.

- According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is located within one mile of a rookery, eagle nests and animal habitats.

- The PolkGreen Map does not show this parcel as part of a potential connection of an overall natural network.

- This site does not have a conservation easement. However, property located .80 mile southwest of the site contains a conservation easement.

- This property is not within an Airport Impact District.

- The site is not within a Wellfield Protection District.

- Based on information received from the Secretary of State's Department of Historical Resources office, there are no archeological or historic resources on the site.

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;

7. other public safety features such as law enforcement;

8. schools and other educational facilities; and

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 2.106-A1: DESCRIPTION - SDAs shall be those areas within the County which are, in most cases, located between municipalities, TSDA or UGA and the Rural Development Areas (RDAs). In the SDA, agricultural activities coexist alongside low density developed areas in the fringes of municipalities and other urban centers. These areas have developed predominately residential, in a suburban pattern with County-owned, municipal or County-franchised potable-water systems, but without centralized sewer facilities and very little, if any, supporting public facilities and non-residential uses. Other urban services typically found to accompany a suburban area include, but are not limited to multimodal transportation facilities, public safety, recreational and educational services.

- POLICY 2.106-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within the Suburban Development Areas:

  a. ACTIVITY CENTERS: Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and High-Impact Commercial Centers shall be permitted within SDAs in accordance with applicable criteria.

  b. RESIDENTIAL: Residential-Suburban.

  c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers. Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, and Preservation.

  Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in Section 2.109.

- POLICY 2.113-B1: 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-B3: 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-B4: 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 and as required if within a Nutrient Restoration Plan Overlay.

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 FAR in the RDA may be increased to 0.75 when connection to public water and sewer is available and within a half mile of a transit route. 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 2.120-A1: CHARACTERISTICS - Densities up to, and including, 1 DU/5 AC, unless permitted through SPD, RRD, RMD or the criteria established within the SR 17 Ridge Scenic Highway Provision of Section 2.124-H. The Residential-Suburban classification is characterized by single-family dwelling units and duplex units.

- POLICY 2.120-A3: LOCATION CRITERIA - Residential-Suburban areas shall be located only within the SDA and new Residential-Suburban development shall not be located within Activity Centers.

- POLICY 2.120-A4: DEVELOPMENT CRITERIA - Development within designated RS areas shall be limited to:

  a. Residential development containing single-family dwelling units, duplex units, and family-care homes, at a density of up to, and including, one dwelling unit per five acres (1 DU/5 AC). Density may be adjusted based on the actual size of the section. A property outside of the Green Swamp Area of Critical State of Concern, may be considered five acres if it is one one-hundred and twenty-eighth (1/128) the section size for sections less than six hundred forty acres (640 acres). This includes counting to the centerline of local and collector roads.

  b. The "permitted uses" of Suburban Planned Development (SPD), Rural-Residential Development (RRD), or Rural Mixed-Use Development (RMD). (See Sections 2.120-B, 2.121-B, and 2.121-C.).

  c. Properties adjacent to SR 17 shall be allowed densities and/or intensities up to the maximum allowed in this land use category (3 dwelling units per acre) as a permitted use without requiring a public hearing provided the development meets all the criteria established in Section 2.124-H for Scenic Highways and the Scenic Highway development regulations within the Land Development Code. At a minimum, all development shall:

  1. Connect to a centralized potable water supply, and

  2. Provide no less than 30% open space throughout the development with at least 70% of that open space dedicated to scenic vista preservation, either along the highway or through the property to a distant view beyond the property boundary. This open space shall be set aside as conservation in perpetuity via a binding legal instrument which prohibits future development within the established boundaries.

  d. Community Facilities, in accordance with policies of this Plan and the provisions of the Land Development Code.

  e. Residential Infill Development (RID) that contains single-family or duplex-style development and is located amongst an existing residential community (See Section 2.125-N.

  f. Farmworker housing under specific design parameters listed in the Land Development Code not to exceed an intensity of sixteen (16) workers per acres.

NOTE: All SDA policies also apply.

- POLICY 2.123-B1: DESIGNATION AND MAPPING - The Future Land Use Map Series shall designate and map as the "Floodplain-Protection Area" overlay the Special Flood Hazard Areas and Regulatory Floodways identified by the Federal Emergency Management Agency in the Flood Insurance Study (FIS) for Polk County, originally dated January 19, 1983, with the accompanying maps and other supporting data, and any subsequent revisions thereto, are adopted by the reference and declared to be a part of this ordinance.

- POLICY 2.123-B2: DEVELOPMENT CRITERIA - Development within a "Floodplain-Protection Area" shall conform to the following criteria:

a. Development shall be encouraged to locate on the non-floodplain portions of a development site and density may be transferred from undeveloped floodplain areas to contiguous non-floodplain areas per the Land Development Code.

b. Development or redevelopment shall meet the requirements of the Polk County Land Development Code, and shall not:

    1. enlarge the off-site floodplain;

    2. alter the natural function of the floodplain; nor

    3. result in post development run-off rates which exceed pre-development run-off rates for storm frequencies at least as stringent as those rates established by the applicable Water Management District pursuant to Titles 40D and 40E, F.A.C.

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 (DRC) finds that the request for Business Park Center-2 (BPC-2) **IS compatible** with the surrounding land uses and general character of the area and **IS consistent** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the DRC recommends **APPROVAL** of the BPC-2 sub district for **LDCD-2025-7.**

Planning Commission Recommendation: On November 5, 2025, in an advertised public hearing, the Planning Commission voted (7:0) to recommend **APPROVAL of LDCD-2025-7.**

GENERAL NOTES

NOTE: This staff report was prepared without the benefit of testimony and evidence submitted by the public and other 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.

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 site is within a Suburban Development Area (SDA). SDAs shall be those areas within the County which are, in most cases, located between municipalities, TSDA or UGA and the Rural Development Areas (RDAs). In the SDA, agricultural activities coexist alongside low density developed areas in the fringes of municipalities and other urban centers. These areas have developed predominately residential, in a suburban pattern with County-owned, municipal or County-franchised potable-water systems, but without centralized sewer facilities and very little, if any, supporting public facilities and non-residential uses. Other urban services typically found to accompany a suburban area include, but are not limited to multimodal transportation facilities, public safety, recreational and educational services.

Currently, the site has a Future Land Use designation of Residential-Suburban (RS). Concurrent with this request, the applicant has also submitted a request to change the Future Land Use designation from RS to Business-Park Center (BPC) (LDCPAS-2025-27).

The proposed request is for a Business-Park Center (BPC). BPCs 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.

If the Plan Amendment application is approved, then the Future Land Use designation will change to BPC, with a BPC-1 subdistrict. Because of the default designation of BPC-1, this request is necessary to change the site to BPC-2. Generally, the main difference between BPC-1 and BPC-2 districts is that BPC-2 allows for more intensive uses, including outdoor storage and related activities (see Exhibit 6 for a comparison of uses).

As shown on the Future Land Use Map, adjacent properties east and west of the site are designated Residential-Suburban (RS). North of the site, across the CSX railroad line, the properties are designated as Industrial (IND) and Linear Commercial Corridor (LCC). There is a Commercial Enclave (CE) at the CR 542 and Old Dixie Highway intersection. Along either side of Old Dixie Highway, south of the railroad and near US 92, is a 10.7-acre Industrial site.

The site is classified as vacant by the Polk County Property Appraiser, although current aerial photos show a structure on the eastern parcel (023020). A review of the 1988 aerial photo shows what appears to be a residential structure, but that structure is not shown on the 2002 aerial photo.

There are several reasons why this request is considered to be compatible, and consistent with the Comprehensive Plan and Land Development Code. There are industrial and other non-residential uses (such as an electrical substation, auto-related uses, and heavy equipment/outdoor storage and vehicle parking) near the site. These non-residential uses are of a similar intensity to what is allowed within the BPC-2 district.

The location of transportation facilities, such as railroads and arterial/collector roads is a factor in determining the appropriateness of Business-Park Centers. This site has direct access to a collector road, with an intersection of an arterial highway (located .75-mile driving distance) away. The site is also next to a railroad. Because this request complies with the locational criteria found in Policy 2.113-B3, specifically collector/arterial road access and railroad abutting the site, this request is consistent with the applicable policies in the Comprehensive Plan.

B. Infrastructure:

According to Comprehensive Plan 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 site is located in the Suburban Development Area (SDA), where connection to water is required, but not to sewer service.

The following table provides a reference point for notable and pertinent Future Land Use Map districts and existing land uses upon them.

Table 1 Future Land Use Map Districts and Existing Uses

Northwest Industrial (IND) Light Manufacturing	**North** Linear Commercial Corridor (LCC) Mobile Home/Recreational Vehicle Park	**Northeast** Linear Commercial Corridor (LCC) Light Manufacturing
West Residential Suburban (RS) Single Family, Auto-Related Uses	**Subject Site** Residential Suburban (RS) Vacant	**East** Residential Suburban (RS) Electric Substation
Southwest Residential Suburban (RS) Mobile Home/Recreational Vehicle Park	**South** Residential Suburban (RS) Single Family, Mobile Home, Heavy Equipment/Outdoor Storage & Vehicle Parking	**Southeast** Residential Suburban (RS) Single Family

Nearest and Zoned Elementary, Middle, and High School

The schools zoned for the subject property are listed in Table 2 below. Because the request is for a non-residential use, the request will not impact school concurrency.

Table 2: School Information

School	Annual Estimated Demand	Distance from Subject Site
Clarence Boswell Elementary	0	2.5 mile
Crystal Lake Middle School	0	3.0 miles
Teneroc Senior High School	0	1.92 miles

Source: Polk County School Board website

Nearest Sheriff, Fire, and EMS Station

Polk County Fire Rescue provides Advanced Life Support transport to all residents and visitors of Polk County. Emergency response is considered effective if response times are within eight (8) minutes in rural and suburban areas and 13 minutes in urban areas.

Sherriff response times are not as much a function of the distance to the nearest sheriff's substation rather more a function of the overall number of patrol officers within the County. Priority 1 Calls are considered true emergencies, in-progress burglary, robbery, injuries, etc. Priority 2 Calls refer to events that have already occurred, such as a burglary that occurred while the homeowner was on vacation and had just been discovered.

Table 3 provides a breakdown of response times and travel distances for emergency services.

Table 3 Public Safety Information

	Name of Station	Distance	Response Time*
Sheriff	Southwest District, located at 4011 Sgt. Mary Campbell Way, Lake Wales	15.90 miles	P1: 09:40 minutes P2: 22:13 minutes
Fire/ EMS	Polk County Fire Rescue Station 39, located at 3325 E Main St, Lakeland	1.7 miles	5-7 minutes

*Source: Polk County Sheriff's Office and Public Safety *Response times are based on when the station receives the call and not from when the call is made to 911.*

Water and Wastewater

The subject property is in a Suburban Development Area (SDA), where connection to public water is required but sewer is not. No sewer service or water lines are available in this area.

A. Estimated Demand:

The development of the property under the proposed land use designation should not negatively impact the minimum LOS for the existing facilities, due to the relatively low consumption and generation rates. The following analysis assumes the maximum allowed density of 28 dwelling units for RS (assuming an approval of a Suburban Planned Development at a maximum density of 3 units per acre), and 357,954 square feet of warehouse for BPC.

Table 4 Estimated Water and Sewer Impact Analysis

Maximum Allowable Use: **RS – 12.64 AC of site 3 DU/AC = 28 DU** **BPC – 12.64 AC/550,698.6 SF of site *.65 FAR = 357,954 SF**	Estimated Impact Analysis Residential Suburban (RS) to Business Park Center (BPC) Development Area: SDA	
	Current Land Use designation RS	**Current Land Use designation BPC**
Current Maximum Allowable Use	28 Dwelling Units (DU)	357,954 Square Feet (SF)
Potable Water Consumption	28 DU * 250 GPD/DU = **7000 GPD**	357,954 SF * .24 GPD/SF = **85,909 GPD**
Wastewater Generation	28 DU * 200 GPD/DU = **5600 GPD**	357,954 SF * 80% of water usage = **68,727 GPD**

GPD – Gallons Per Day
Source: Polk County Concurrency Manual and Polk County Utilities: Single-Family (Detached) 360 GPD/DU (water) & 270 GPD/DU (sewer); Warehouse @ .24 GPD/SF (water) & .18 GPD/SF (sewer)

B. Available Capacity:

Because this property is in a Suburban Development Area, public water or sanitary sewer services are not available. The closest water line is a 10-inch diameter line operated by the City of Auburndale, located on the south side of US 92, 750 feet north of the site.

C. Planned Improvements:

No information is known currently about any planned improvements to utilities in this area.

Roadways/ Transportation Network

The Polk County Transportation Planning Organization (TPO) monitors traffic congestion on over 425 roadway segments (950 directional links). The data identifies both daily and peak hour traffic volumes. The peak hour traffic volumes are used to estimate the level-of-service for each roadway, in each direction. Level-of-service refers to the quality of traffic flow. It is the primary measure of traffic congestion. Level-of-service (LOS) is measured on a scale of 'A' to 'F' with LOS 'A' being the best (free-flow traffic) and LOS 'F' being the worst (severe traffic congestion).

The proposed Comprehensive Plan Amendment may affect surrounding roadways, the transportation network, and the LOS below the minimum established standards, depending on the eventual build out of the property.

A. Estimated Demand

Table 5, following this paragraph, shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate. The analysis is based on a maximum permitted use of 357,954 square feet of warehousing for BPC-1 compared to general light industrial for BPC-2.

Table 5 Estimated Transportation Impact Analysis

Maximum Allowable Use: RS – 12.64 AC of site 1 DU/5 AC = 2 DU BPC – 12.64 AC/550,698.6 SF of site *.65 FAR = 357,954 SF	Estimated Impact Analysis from Business-Park Center – 1 (BPC-1) to Business Park Center -2 (BPC-2)	
	Current Land Use district BPC-1	**Maximum Permitted Use in Proposed BPC-2**
	357,954 Square Feet (SF)	357,954 Square Feet (SF)
Average Annual Daily Trips (AADT)	357,954 SF * 1.71 trips/1,000 SF = **612 AADT**	357,954 SF * 4.87 trips/1,000 SF = **1,743 AADT**
PM Peak Hour Trips	357,954 SF * .18 trips/1,000 SF = **64 PM Peak Hour Trips**	357,954 SF * .65 trips/1,000 SF = **233 PM Peak Hour Trips**

Source: Concurrency Manual and Table for Minor Traffic Study – ITE Code 210 (single-family detached housing) @ 7.81 AADT and 1 PM peak hour per unit, 100% new trips., and ITE Code 110 (General Light Industrial) @ 4.87 trips/1,000 SF and .65 peak hour per unit, with 92% new trips.

B. Available Capacity:

The roads surrounding the subject site should have sufficient capacity available, depending on the eventual use and full build out of the site. The Polk Transportation Planning Organization (TPO) monitors certain roadways based on maximum approved traffic in comparison to current vehicle trips to determine what capacity is available.

Table 6, below, charts the generalized available capacity of the most-affected links.

Table 6 Available Capacity

Link #	**Road Name**	**Current Level of Service (LOS)**	**Available PM Peak Hour Capacity**	**Minimum LOS Standard**	**5-Year Peak Hour Projected LOS**
4044E	CR 542 From: US 98 To: SR 659	C	518	E	C
4044W	CR 542 From: US 98 To: SR 659	C	503	E	C

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database January 17, 2025

As identified above, CR 542 has sufficient PM peak hour capacity to support future development activity.

The subject parcel is next to CR 542. This is a County-maintained Urban Major Collector, per the Polk County TPO Roadway Network Database, and has a pavement width of 20 feet.

C. Roadway Conditions:

CR 542 has a Pavement Condition Index rating of "Fair".

D. Planned Improvements:

There are no known improvements for this portion of Highway 542 East at this time.

E. Mass Transit:

The Purple Line 12 LAK/WH traverses this section of Highway 542 East in Lakeland. There is a bus stop in front of the site.

F. Sidewalks:

There are no sidewalks in front of the subject property, nor along adjacent streets.

Park Facilities and Environmental Lands:

The closest County Park is Saddle Creek Park, located 0.47 miles northwest of the site. Because the proposed amendment is for non-residential uses, it will not have an impact on this facility.

A. Location:

Saddle Creek Park & Campground is located at 3716 Morgan Combee Road, Lakeland.

B. Services:

Saddle Creek Park & Campground has a playground with swings and slides, picnic tables and picnic shelters, softball field, walking trails and a gun range. It also has camping grounds with water and electricity, boat launch sites and bank and pier fishing.

C. Multi-use Trails:

There are no multi-use trails in the immediate area. According to the Polk GIS Viewer, the closest trails can be found at the Saddle Creek Park & Campground, 0.47 miles northwest of the site.

Environmental Lands:

The site is located close to an Ecological Greenway Network but is not within that area. The closest conservation area is 3.27 miles south of the site, at the Circle B Bar Reserve.

Environmental Conditions

There are no wetlands on the site, but portions of the site are within a flood hazard area

A. Surface Water:

There are no surface waters on the site. A freshwater pond is about 0.85 miles west of the site.

B. Wetlands/Floodplains:

The site does not contain any wetlands. The western and northeastern portions of the site are in the Zone "A" floodplain.

C. Soils:

The site is comprised of Nittaw sandy clay loam and Wabasso fine sand, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey. Table 7, below, lists the soils associated with the subject site.

Table 7 Soils

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to Dwellings Without Basements**	**% of Site** *(approximate)*
Nittaw sandy clay loam, frequently flooded	Severe: flooding, wetness, percs slowly	Severe: flooding, wetness, shrink-swell	25.7%
Wabasso, fine sand, 0 to 2 percent slopes	Severe: wetness, percs slowly, poor filter.	Severe: wetness.	74.3%

Source: Soil Survey of Polk County, Florida 1985, USDA, Soil Conservation Service

Any future development of the site will be subject to Section 2.303: "Soils" of the County's Comprehensive Plan (in conjunction with the Land Development Code) which requires all development to implement Best Management Practices based on the Department of Environmental Protection's (DEP) Florida Development Manual.

D. Protected Species:

According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is located within one mile of a rookery, eagle nests and animal habitat. Prior to site clearing or grubbing, the applicant shall hire a qualified professional to conduct a site survey/walkover to ensure that 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.

The PolkGreen Map displays this parcel as near potential connection of an overall natural network. Moreover, there are no conservation easements on this parcel, but a property with a conservation easement is 0.80 miles southwest of the site.

E. Archeological Resources:

Based on information received from the Secretary of State's Department of Historical Resources office, there are no archeological or historic resources on the site.

F. Wells (Public/Private):

The site is not within a Wellfield Protection District.

G. Airports:

This property is not within the Airport Impact District.

Economic Factors:

Construction of buildings and site development activities create temporary jobs. Any new business activity that occurs at this site will need more goods and services, thereby generating more economic activity.

The proximity of this site next to County Road 542 and an existing railroad line provides an opportunity for new businesses to locate on this site, thereby also providing jobs to support the Auburndale community.

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

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 site is next to a railroad and an electrical substation, with other non-residential uses west and south of the site.
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 site is next to an existing industrial area.
POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable); e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways; 2.sanitary sewer and potable water service; 3. storm-water management; 4. solid waste collection and disposal;	The proximity of the site near an arterial road (US 92), next to an existing industrial area, next to a railroad and an electrical substation makes the site appropriate for a Business-Park Center.

Comprehensive Plan Policy	Consistency Analysis
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 2.106-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within the Suburban Development Areas: a. ACTIVITY CENTERS: Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and High-Impact Commercial Centers shall be permitted within SDAs in accordance with applicable criteria. b. RESIDENTIAL: Residential-Suburban. c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers. Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, and Preservation. Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in Section 2.109.	The site is in a Suburban Development Area (SDA).
POLICY 2.113-B1: 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	The proposed Business-Park Center will be 12.64 acres.

Comprehensive Plan Policy	Consistency Analysis
Other Typical Tenants: Offices, distribution centers, research and development firms, High-Density Residential (with proper buffering).	
POLICY 2.113-B3: 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.	County Road 542 is a collector road. The site is accessible to an arterial road (US 92) which is .75 miles (driving distance) away from the site. The subject property abuts a railroad line and an Industrial District.
POLICY 2.123-B2: DEVELOPMENT CRITERIA - Development within a "Floodplain-Protection Area" shall conform to the following criteria: a. Development shall be encouraged to locate on the non-floodplain portions of a development site and density may be transferred from undeveloped floodplain areas to contiguous non-floodplain areas per the Land Development Code. b. Development or redevelopment shall meet the requirements of the Polk County Land Development Code, and shall not: 1. enlarge the off-site floodplain; 2. alter the natural function of the floodplain; nor 3. result in post development run-off rates which exceed pre-development run-off rates for storm frequencies at least as stringent as those rates established by the applicable Water Management District pursuant to Titles 40D and 40E, F.A.C.	Compliance with this policy will be determined as part of a Level 2/site plan review.

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

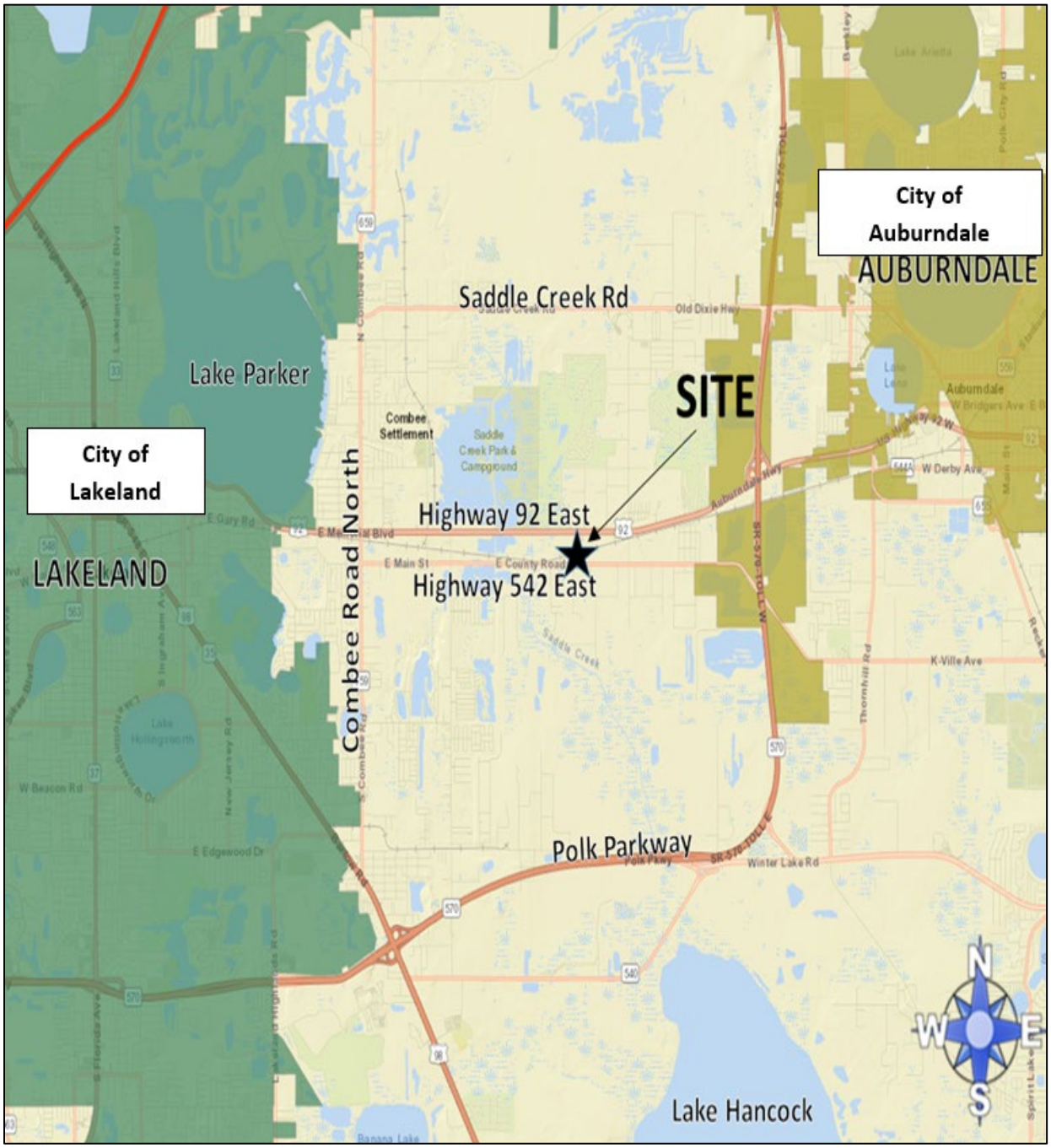
Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	**Sections where referenced in this report**
a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Summary of analysis
b. *Allows a significant amount of urban development to occur in rural areas.*	Summary of analysis
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Summary of analysis, surrounding Development, compatibility
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Summary of analysis, surrounding Development, compatibility
e. *Fails to adequately protect adjacent agricultural areas.*	Compatibility with Surrounding Land Uses
f. *Fails to maximize existing public facilities and services.*	Summary of Analysis, Infrastructure
g. *Fails to minimize the need for future facilities and services.*	Summary of Analysis, Infrastructure
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Summary of Analysis, Infrastructure
i. *Fails to provide a clear separation between urban and rural uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Summary of Analysis, Compatibility with Surrounding Land Uses
k. *Fails to encourage an attractive and functional mixture of land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
l. *Will result in poor accessibility among linked or related land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
m. *Results in the loss of a significant amount of open space.*	Summary of Analysis, Compatibility with Surrounding Land Uses

Comments from other agencies

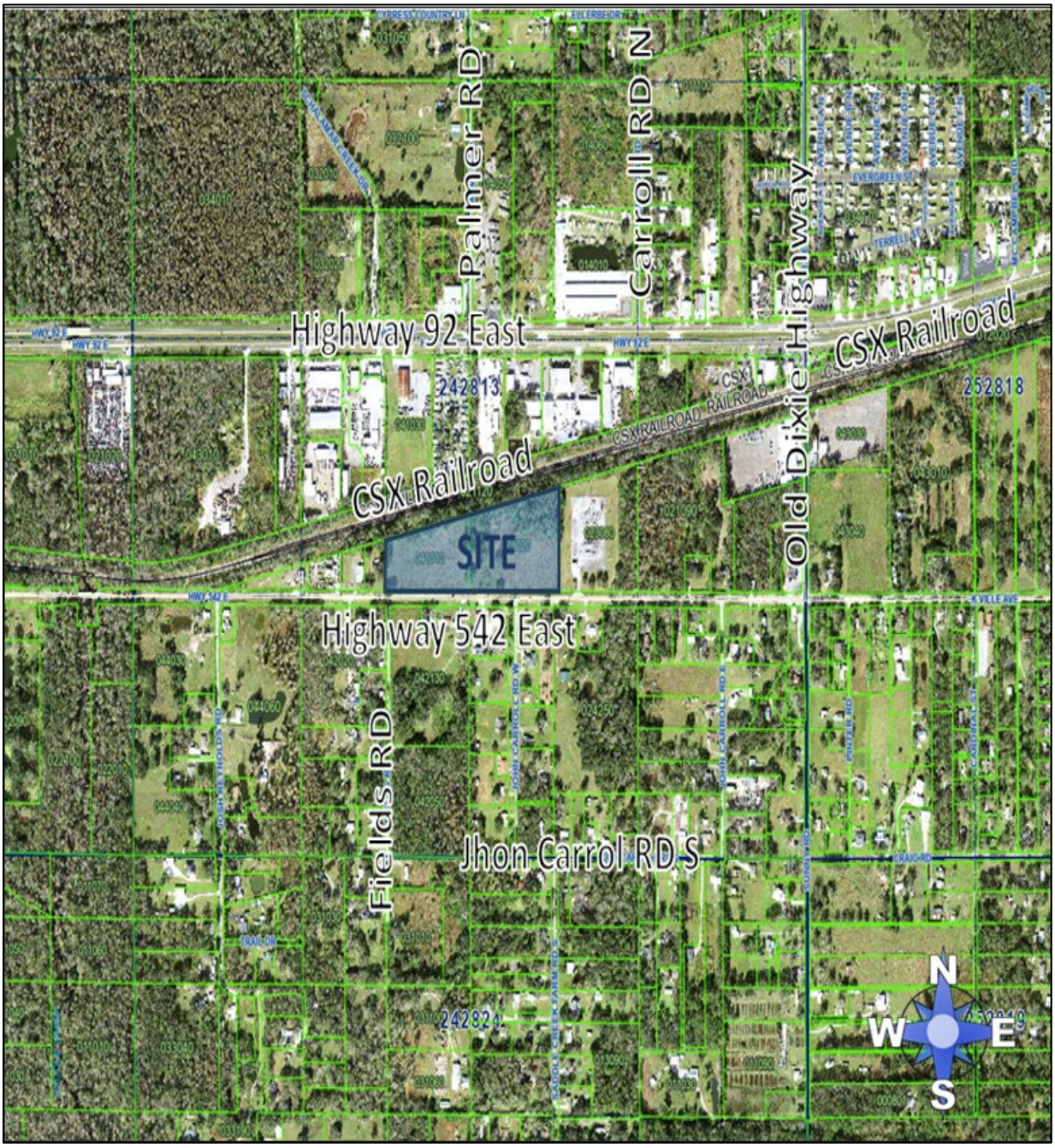
An email was sent to the City of Auburndale on September 11th informing them about this request.

Exhibits:

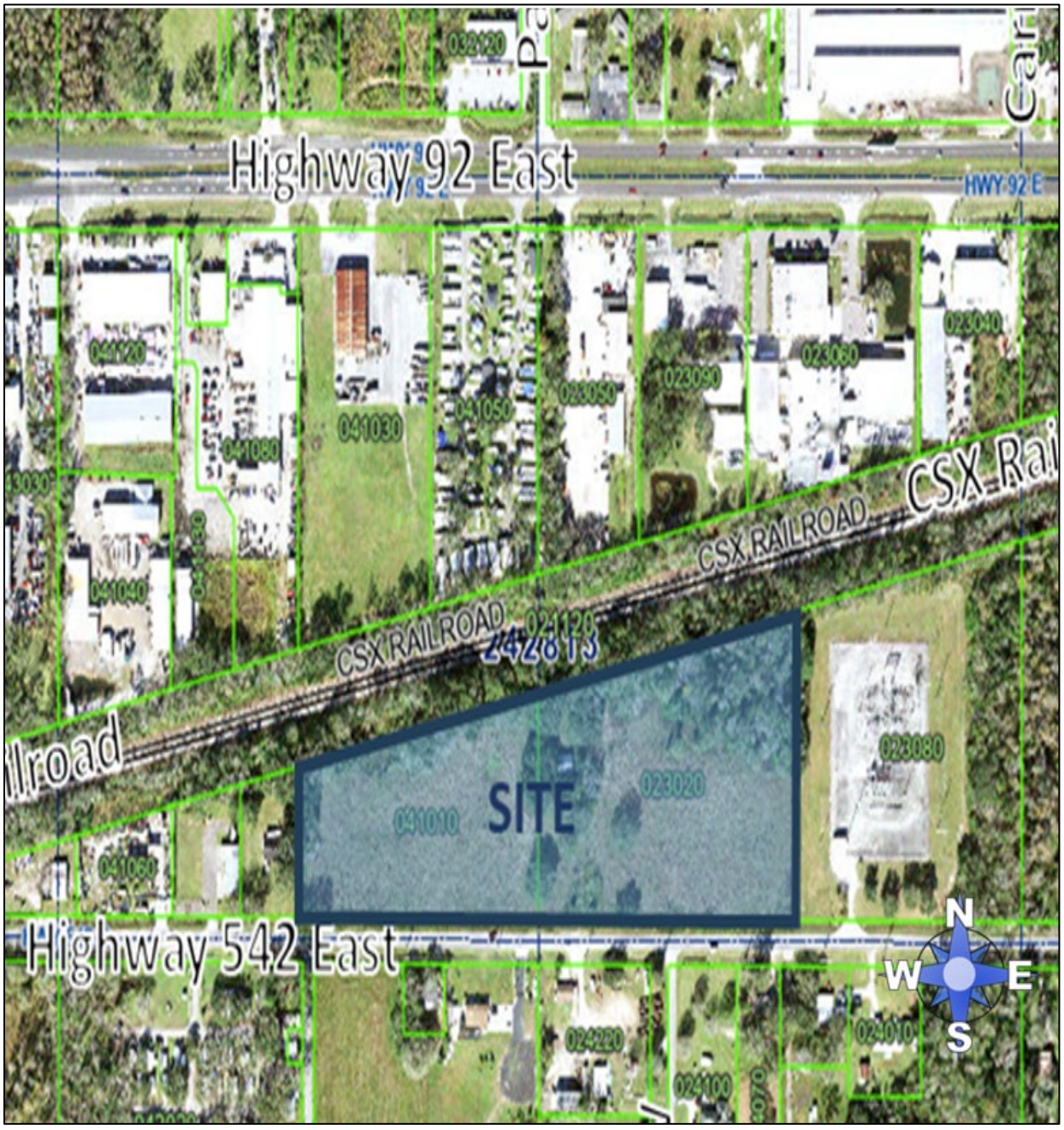
Exhibit - 1 Location Map
Exhibit - 2 Location Map (Detailed)
Exhibit - 3 2023 Aerial Photo
Exhibit - 4 Current Future Land Use Map
Exhibit - 5 Proposed Recommended District Map
Exhibit - 6 BPC-1 vs. BPC-2 Comparison Chart



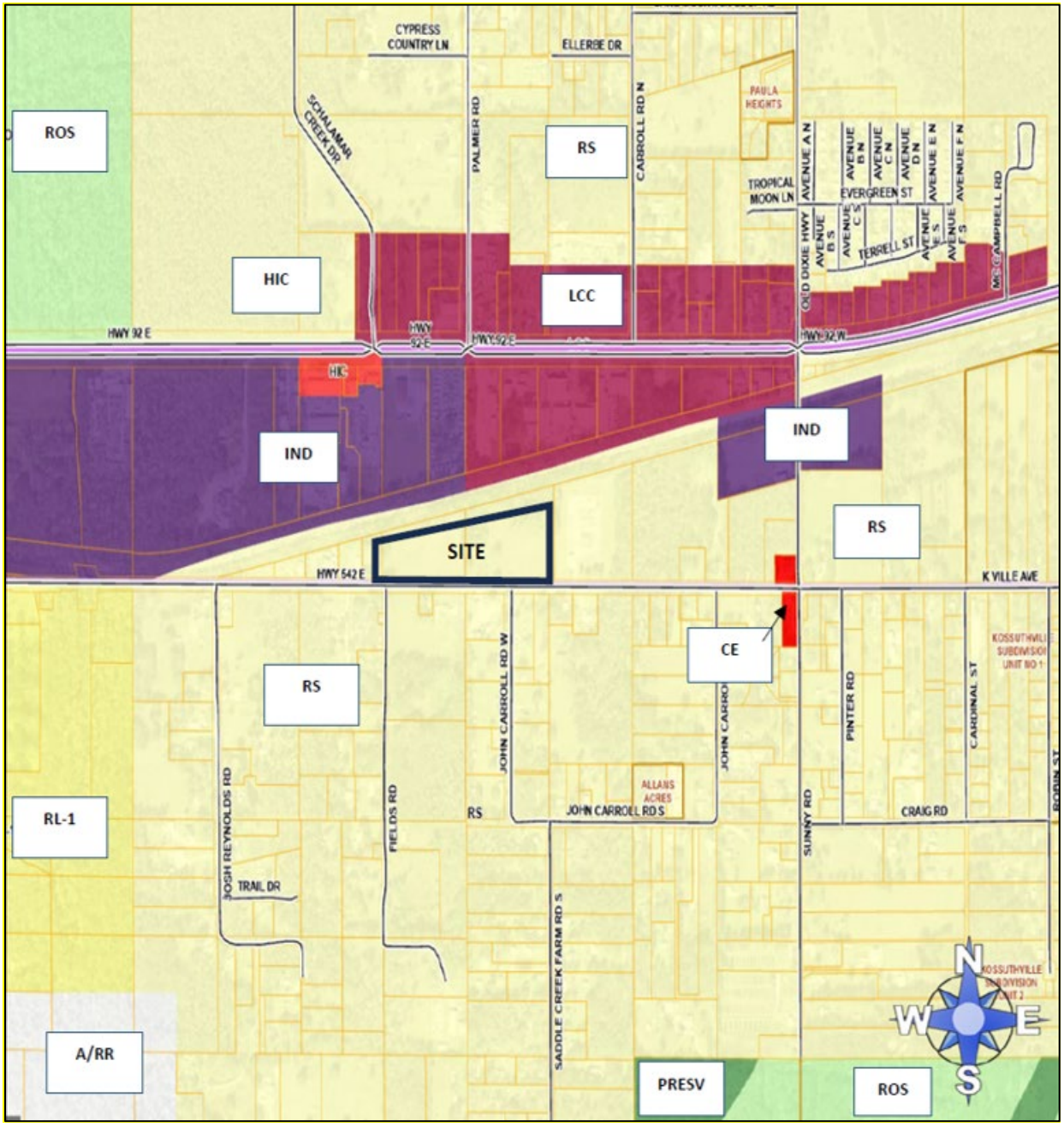
Location Map



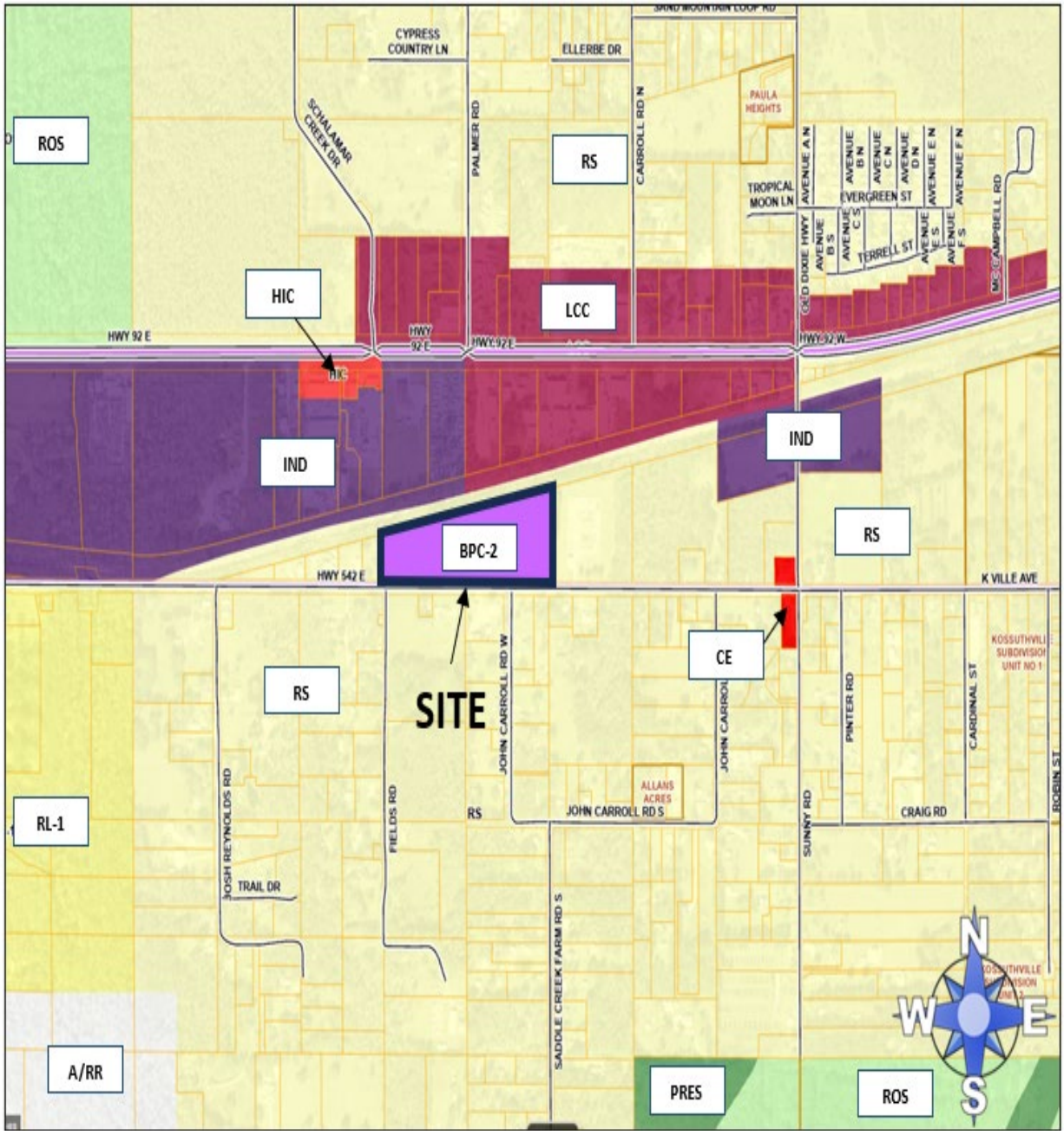
Location Map (Detailed)



2023 Aerial Photo



Current Future Land Use Map



Proposed Land Use District Map

(LDCD-2025-7)

	Technical Staff Review – P & Level 1/2	Public Hearing (s) Required – Level 3 & 4
BPC-1	Alcohol Package Sales, C1;Bars, Lounges, and Taverns, C1; Cardboard & Shredded Paper Collection, C2; Commercial Vehicle Parking, C2; Communication Tower, Monopole, C2; Community Center, C2; Convenience Stores, Isolated, C2; Cultural Facility, C2; Farming, General, P; Financial Institution, C2; Financial Institution, Drive-Through, C2; Gas Station, C2; Golf Course, C1; Government Facility, P; Heliports, C2; Helistops, C2; Kennels, Boarding and Breeding, C2; Manufacturing, Light, C2; Medical Marijuana Dispensaries, C2; Nurseries, Retail, C2; Nurseries and Greenhouses, P; Office, P; Office Park, P; Personal Service, P; Printing & Publishing, P; Recreation, Passive, C1; Religious Institution, C2; Research & Development, P; Restaurant, Drive-thru/Drive-in, C2; Restaurant, Sit-down/Take-out, C2; Retail, 10,000 - 34,999 sq. ft., C2; Retail, 35,000 - 64,999 sq. ft, C2; Retail, More than 65,000 sq. ft, C2; Retail, Less than 10,000 sq. ft, C2; School, Leisure/Special Interest, C2; School, Technical/Vocational/Trade & Training, C2; School, University/College, C2; Self-storage facility, C2; Studio, Production, C2; Transit, Facility, P; Utilities, Class I, P; Utilities, Class II, P; Warehousing/Distribution, P.	Multi-family, C3; Planned Development, C3; Transitional Area Development, C3; Agricultural Support, Off-Site, C3; Airport, C4; Animal Farm, Intensive, C3; Communication Towers, Guyed and Lattice, C3; Lime Stabilization Facility, C3; Mining, Non-phosphate, C3; Power Plants Non-Certified, Low, C4; Transitional Area Development, C4; Utilities, Class III, C3; Water Ski Schools, C3.
BPC-2	Agricultural Support, Off-Site, P; Farm Worker Dormitory, Barrack Style, C2; Alcohol Package Sales, C1; Animal Farm, Intensive, P; Bars, Lounges, and Taverns, C1; Breeding, Boarding, and Rehabilitation Facility, Wild or Exotic, C2; Cardboard & Shredded Paper Collection, C2; Commercial Vehicle Parking, P; Communication Towers, Guyed and Lattice, C2; Communication Tower, Monopole, C2; Community Center, C2; Convenience Stores, Isolated, C2; Cultural Facility, C2; Farming, General, P; Financial Institution, C2; Financial Institution, Drive-Through, C2; Gas Station, C2; Golf Course, C1; Government Facility, P; Heavy Machinery Equipment Sales and Services, C2; Heliports, C2; Helistops, C2; Kennels, Boarding and Breeding, C2; Livestock Sale, Auction, C2; Manufacturing, Light, P; Medical Marijuana Dispensaries, C2; Motor Freight Terminal, P; Nurseries, Retail, C2; Nurseries and Greenhouses, P; Office, P; Office Park, P; Personal Service, P; Printing & Publishing, P; Recreation, Passive, C1; Religious Institution, C2; Research & Development, P; Restaurant, Drive-thru/Drive-in, C2; Restaurant, Sit-down/Take-out, C2; Retail, 10,000 - 34,999 sq. ft., C2; Retail, 35,000 - 64,999 sq. ft, C2; Retail, More than 65,000 sq. ft, C2; Retail, Less than 10,000 sq. ft, C2; Retail, Outdoor Sales/Display, P; School, Leisure/Special Interest, C2; School, Technical/Vocational/Trade & Training, C2; School, University/College, C2; Self-storage facility, C2; Studio, Production, C2; Transit, Commercial, P; Transit, Facility, P; Utilities, Class I, P; Utilities, Class II, P; Vehicle Recovery Service/Agency, C2; Vehicle Repair, Auto Body, P; Vehicle Service, Mechanical, P; Veterinary Service, C2; Warehousing/Distribution, P.	Planned Development, C3; Transitional Area Development, C3; Airport, C4; Lime Stabilization Facility, C3; Mining, Non-phosphate, C3; Power Plants Non-Certified, Low, C4; Power Plants Non-Certified, High, C4; Transitional Area Development, C4; Utilities, Class III, C3; Water Ski Schools, C3.

BPC-1 vs. BPC-2 Comparison Chart

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF LDCD-2025-7, AN AMENDMENT TO THE POLK COUNTY LAND DEVELOPMENT CODE SUB-DISTRICT MAP (ORDINANCE 01-69), AS AMENDED; AMENDING THE SUB-DISTRICT MAP TO CHANGE 12.64 ACRES FROM BUSINESS PARK CENTER-1 (BPC-1) TO BUSINESS PARK CENTER-2 (BPC-2), LOCATED SOUTH OF HIGHWAY 92 EAST, WEST OF OLD DIXIE HIGHWAY, NORTH OF COUNTY ROAD 542 EAST, EAST OF REYNOLDS ROAD, WEST OF THE CITY OF AUBURNDALE, IN SECTION 13, TOWNSHIP 28, 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 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, the Board of County Commissioners adopted a LDC Sub-district Map on September 26, 2001; and

WHEREAS, Chapter 9, Section 903 of the LDC provides the approval process for amending the LDC Sub-district Map as a Level 4 Review; and

WHEREAS, LDCD-2025-7 is a County-initiated application (the "Application") to amend the LDC Sub-district maps to change 12.64 acres from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2); and

WHEREAS, pursuant to Section 163.3174 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 Sub-district Map Amendment on November 5, 2025; and

WHEREAS, pursuant to Section 125.66 of the Florida Statutes, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the proposed Land Development Code Sub-district Map Amendment on December 16, 2025; and

WHEREAS, the Board reviewed and considered all comments received during said public hearing, the Planning Commission's recommendation, the staff report, and provided for necessary revisions, if any; and

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

SECTION 1: FINDINGS The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted. In addition, the Board hereby adopts and incorporates herein the DRC staff report and makes the following findings based upon the staff report and other record evidence 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 November 5, 2025, to consider the LDC Sub-district map amendment contained within the Application and found it to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Sub-district Map Amendment contained within the Application.

b) Pursuant to section 907D.10 of the LDC, the Board shall, in the review of the Application, consider the following factors:
    a. Whether the proposed development is consistent with all relevant requirements of the Code;
    b. Whether the proposed development is consistent with all applicable policies of the Comprehensive Plan;
    c. Whether the proposed use is compatible with surrounding uses and the general character of the area, including such factors as density, height, bulk, scale, intensity, traffic, noise, and appearance; and
    d. Any other matter which the BoCC may deem appropriate and relevant to the specific development 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.

e) The Application is compatible with surrounding uses and the general character of the area.

f) The record is hereby incorporated by reference into this ordinance and is on file with the County Clerk. The record consists of the following: the Application, Impact Assessment Statement, the DRC staff report, staff's PowerPoint presentation, the Planning Commission's recommendation, and all testimony and evidence presented at the hearing.

SECTION 2: AREA AMENDED.

Polk County Ordinance No. 01-69 as amended (the "Polk County Land Development Code Sub-district Map"), of Polk County Ordinance No. 00-09, as amended (the "Polk County Land Development Code") is hereby amended to reflect a change in the Sub-district of Parcels, legally described below and graphically depicted in Attachment "A" of this ordinance, from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2), containing 12.64 acres, more or less.

Parcel 242813000000023020

NW1/4 OF SE1/4 LYING S OF RR R/W LESS HWY & LESS E 630 FT THEREOF

Parcel 242813000000041010

E1/2 OF NE1/4 OF SW1/4 LYING S OF RR R/W LESS HWY

SECTION 3: SEVERABILITY.

If any portion of this Ordinance is for any reason held unconstitutional or otherwise invalid by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4: EFFECTIVE DATE.

This Ordinance shall become effective upon filing of a certified copy of the Ordinance with the Department of State.

SECTION 5: 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.

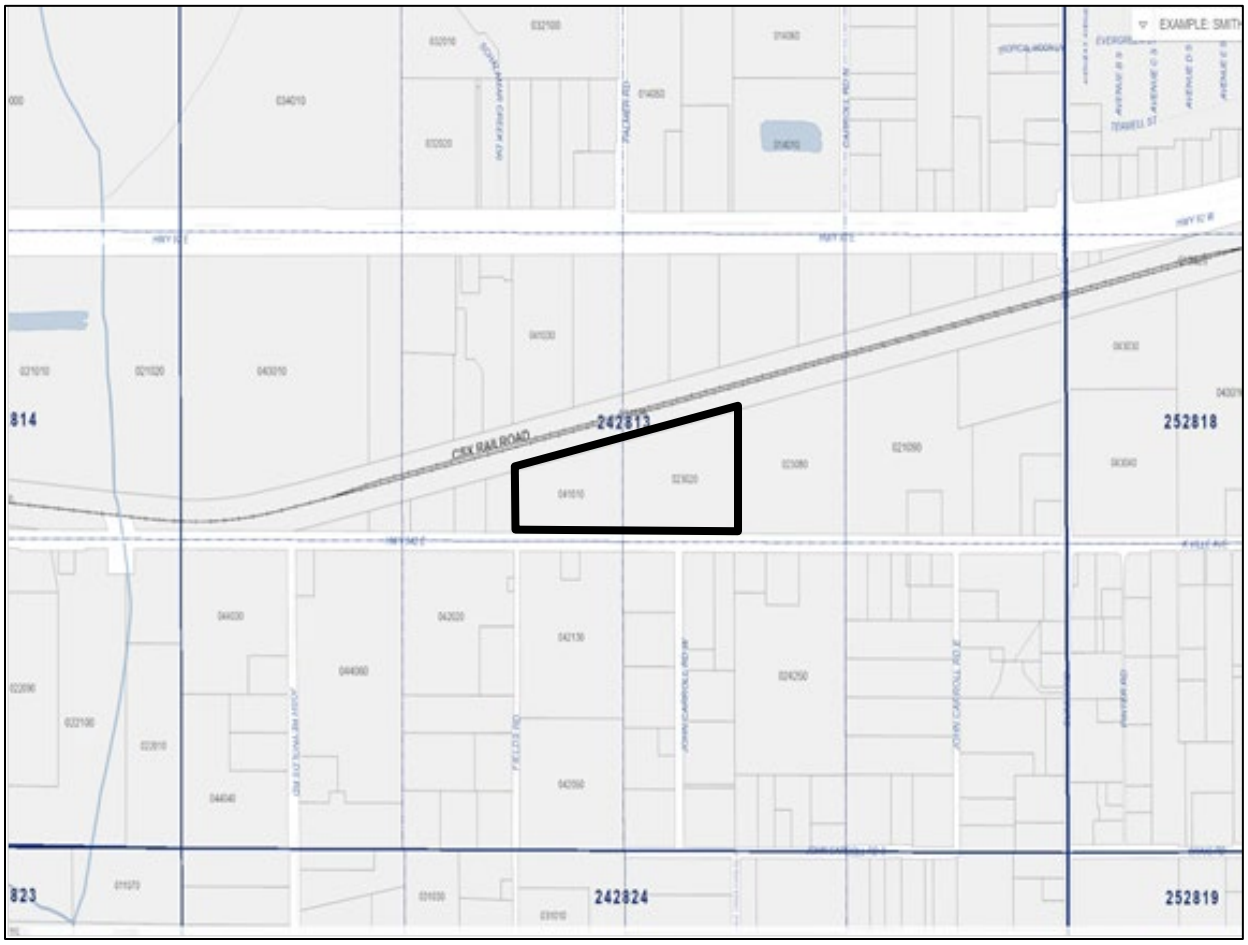
ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 16th day of December 2025.

Date rendered to the Clerk:_____

Exhibits to Board's Order
Exhibit A-Property Map
Exhibit B-Staff Report

ATTACHMENT "A"

LDCD 2025-7
Land Use: Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2)
Location: South of Highway 92 East, west of Old Dixie Highway, north of County Road 542 East, east of Reynolds Road, west of the City of Auburndale.
Section 13, Township 28, Range 24.



PARCEL DETAIL

Note: Not to Scale

PETERSON & MYERS, P.A.
ATTORNEYS AT LAW • SINCE 1948

TELEPHONE
(863) 683-6511

P.O. BOX 24628
LAKELAND, FLORIDA 33802-4628

FAX
(863) 904-1335

HERITAGE PLAZA
225 EAST LEMON STREET, SUITE 300
LAKELAND, FLORIDA 33801

www.PetersonMyers.com

May 1, 2025

Polk County
Land Development Division
330 W. Church Street
Bartow, FL 33830

Re: DHS Holdings LLC
Application Submittal – BPC-2 Sub-District Change – HWY 542 E

To Whom it May Concern:

On behalf of DHS Holdings LLC, Peterson & Myers, P.A. ("P&M") is transmitting this application submittal for a sub-district change for the purpose of allowing business park center uses on property ("Proposed Site") situated on +/-12 acres of land situated north of HWY 542 E, and south of HWY 92 E and a CSX Railroad. The Proposed Site is currently designated as Residential Suburban, which has been requested to be changed to Business Park Center-1 in a separate application submittal. The proposed sub-district change is from Business Park Center-1 to Business Park Center-2.

The following items are included for your convenience:

1) Level 4 Review Application – Land Development Code Sub-District Change
2) Ownership Authorization Form
3) Deed
4) Demonstration of Need/Justification, Impact Assessment Statement, and Consistency Analysis
5) Figures

Thank you for the opportunity to submit the attached application submittal. If you have questions concerning the application, please call or email me at ballen@petersonmyers.com.

Sincerely,
PETERSON & MYERS, P.A.

Bart Allen

John B. ("Bart") Allen

Enclosures

POLK COUNTY
www.polk-county.net

LEVEL 4
LAND DEVELOPMENT CODE
COMPREHENSIVE PLAN
AMENDMENT APPLICATION

Office of Planning and Development
Land Development Division
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
Phone (863)534-6792
FAX (863) 534-6407

TYPE OF AMENDMENT

Land Development Code **( ) Text** **(✓) Sub-district**

Comprehensive Plan **( ) Text** **( ) Large Scale Map** **( ) Small Scale Map**

Is property in a Selected Area Plan (SAP) **( ) Yes** **(✓) No**

SAP Name _____

Pre Application Project # LDDRC-2025-28 **(Required)**

	Owner	Applicant	Contact Person
Name	Carter's Baptist Church	Peterson & Myers, P.A.	Bart Allen
Work Number		(863)683-6511	(863) 683-6511
Fax Number		(863)688-8099	(863) 688-8099
Mailing Address	4915 US HWY 92 East, Lakeland, FL 33801	225 E. Lemon St., Suite 300 Lakeland, FL 33801	225 E. Lemon St. Suite 300 Lakeland, FL 33801
Email		ballen@petersonmyers.com	ballen@petersonmyers.com

If additional contacts, please list on a separate sheet and submit with application.

Brief Description Request *(No more than 250 characters)*:

Applicant submits this request for a sub-district change to Business Park Center-2 (BPC-2) concurrently with a small scale comprehensive plan map amendment from Residential Suburban (RS) to Business Park Center-1 (BPC-1).

Request **From:** RS Land Use/Sub-District

To: BPC-2 Land Use/Sub-District

Acreage: 12 +/-

	Range	Township	Section	Subdivision #		Parcel #
Parcel ID Number(s):	R 24	T 28	S 13	000000	-	041010 .
	(Include others on a separate attachment)					
	R 24	T 28	S 13	000000	-	023020 .
	R	T	S		-	.
	R	T	S		-	.

Address and Location of Property:

24-28-13-000000-041010

24-28-13-000000-023020

North of 542 E and John Carroll Rd, South of HWY 92 E and CSX Railroad.

Water Provider Name and Phone Number: City of Auburndale .

Sewer Provider Name and Phone Number: City of Auburndale .

( ) Yes (✔) No Is the property located in the Green Swamp Area of Critical State Concern? *(If yes, a Green Swamp Impact Assessment Statement must be submitted with this application.)*

Identify existing uses and structures on subject and surrounding properties (e.g. vacant, residential # du/ac, commercial approx. square feet, etc.):

24-28-13-000000-021120 Centrally Assessed Railroad Land FLU: RS **NW**	24-28-13-000000-021120 Centrally Assessed Railroad Land FLU: RS **N**	24-28-13-000000-021120 Centrally Assessed Railroad Land FLU: RS **NE**
24-28-13-000000-041090 SFR up to 2.49 AC FLU: RS **W**	24-28-13-000000-041010 Churches- vacant land or misc impr of some value 24-28-13-000000-023020 Churches- vacant land or misc impr of some value FLU: RS **Subject Property**	24-28-13-000000-023080 Municipal (other than colleges) FLU: RS **E**
24-28-13-000000-042020 MHP - Family Park; MH Lot and Recreational Vehicle (RV) FLU: RS **SW**	24-28-13-000000-042130 -M.H. (RP) 2.5 -9.99 Acres 24-28-13-000000-042010-SFR up to 2.49 AC 24-28-13-000000-024220-Com. Misc. 24-28-13-000000-024100-SFR up to 2.49 AC 24-28-13-000000-024070-SFR up to 2.49 AC **S** FLU: RS	24-28-13-000000-024030 M.H. (RP) up to 2.49 Acres FLU-RS **SE**

Approval of this application does not waive any other applicable provisions of the Polk County Land Development Code, the Polk County Comprehensive Plan, the Polk County Utility Code which are not part of the request for this application, nor does approval waive any applicable Florida Statutes, Florida Building Code, Florida Fire Prevention Code, or any other applicable laws, rules, or ordinances, whether federal, state or local. The applicant has the obligation and responsibility to be informed of and be in compliance with all applicable laws, rules, codes and ordinances.

I, Barry Miller As Attorney (print name), the owner of the property which is the subject of this application, or the authorized representative of owner of the property which is the subject of this application, hereby authorize representatives of Polk County to enter onto the property which is the subject of this application to perform any inspections or site visits necessary for reviewing this application. I understand that representatives of Polk County are not authorized to enter any structures dwellings which may be on the property.

Property owner or property owner's authorized representative. Date: 05/01/2025

Agent Authorization Letter

Date: April 25, 2025

Agent for Carter's Baptist Church, Inc.

To whom it may concern,

We, Kay Arrington, as the registered agent of Carter's Baptist Church, Inc. ("CBC") the owner of the property identified and legally described as:

See EXHIBIT A attached hereto

do hereby designate and authorize John B. "Bart" Allen of Peterson & Myers, P.A. to act on behalf of CBC, as authorized agent, applicant, and representative and to process and furnish information in support of any application including signing on behalf, as CBC's agent, all application forms and other documents necessary to obtain development approvals of the referenced Property with Polk County, the Florida Department of Environmental Protection and Florida Department of Transportation.

By: Kay Arrington
Kay Arrington, as registered agent of Carter's Baptist Church, Inc.

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 26th day of April 2025, by Kay Arrington, who is personally known to me or produced a driver's license by means of ✓ physical presence or ____ online notarization as identification and who did not take an oath.

Notary Public
Notarial Seal and Commission
Expiration Date month 21st, 2026

JESSICA CHIRENO
Notary Public, State of Florida
Commission# HH 243415
My comm. expires March 21, 2026

Exhibit "A"

EXHIBIT A
LEGAL DESCRIPTION

ALL OF THAT PART OF THE NW ¼ OF THE SE ¼ OF SECTION 13, TOWNSHIP 28 SOUTH, RANGE 24 EAST, LYING SOUTH OF THE ATLANTIC COAST LINE RAILROAD, POLK COUNTY, FLORIDA; AND THE E ½ OF THE NE ¼ OF THE SW 1/4 LYING SOUTH OF THE RIGHT-OF-WAY OF THE ATLANTIC COAST LINE RAILROAD IN SECTION 13, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA;

LESS AND EXCEPT:

THAT PART OF THE E ½ OF THE NE ¼ OF THE SW ¼, LYING SOUTH OF RIGHT OF WAY OF A.C.L. RAILROAD, ALSO THE E ½ OF THE SE ¼ OF THE SW ¼ ALL IN SECTION 13, TOWNSHIP 28 SOUTH, RANGE 24 EAST, LYING WITHIN 40 FEET EACH SIDE OF THE SURVEY LINE OF STATE ROAD S-542, SECTION 1658, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: COMMENCE AT A POINT ON THE SURVEY LINE OF STATE ROAD S 542, SECTION 1658, DESIGNATED AS STATION 215+74.82, SAID POINT LYING 1.65 FEET SOUTH 0 DEGREE 48' EAST OF A RAILROAD SPIKE MARKING THE NORTHWEST CORNER OF THE SW ¼ OF THE SW ¼ OF SECTION 13 TOWNSHIP 28 SOUTH, RANGE 24 EAST, RUN THENCE NORTH 89 DEGREES 11' EAST 2014.09 FEET TO A POINT ON SAID SURVEY LINE DESIGNATED AS STATION 235+88.91; THENCE NORTH 89 DEGREES 07' EAST, 646.41 FEET TO A POINT ON THE SURVEY LINE DESGINATED AS STATION 242+35.32, SAID POINT LYING 1.91 FEET SOUTH 01 DEGREES 19' EAST OF AN 80 PENNY NAIL AND WASHER MARKING THE NORTHWEST CORNER OF SW1/4 OF SE ¼ OF SAID SECTION 13, LESS A.C.L. R/W AND EXISTING RIGHTS OF WAY.

AND LESS AND EXCEPT:

THAT PART OF THE NW ¼ of the SE ¼ WHICH IS A PART OF THE RIGHT-OF-WAY OF THE LAKELAND-WINTER HAVEN HIGHWAY, LYING WITHIN 40 FEET LEFT (NORTH) OF THE SURVEY LINE OF SR S-542, SECTION 1658, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: COMMENCE AT A POINT ON THE SURVEY LINE OF SR S-542, SECTION 1658, DESIGNATED AS STA. 242+35.32, SAID POINT LYING 1.91 FEET SOUTH 01 DEGREES 19' EAST OF AN 80 PENNY NAIL AND WASHER MARKING THE NORTHWEST CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 13 TOWNSHIP 28 SOUTH, RANGE 24 EAST; RUN THENCE NORTH 89 DEGREES 07' EAST 2358.68 FEET TO A POINT ON SAID SURVEY LINE DESGINATED AS STA. 265+94.00; THENCE NORTH 89 DEGREES 42' EAST 106 FEET TO A POINT ON THE SURVEY LINE DESIGNATED AS STA 267+00 AND END OF RIGHT-OF-WAY JOB, LESS EXISTING RIGHT-OF-WAY;

AND ALSO LESS AND EXCEPT:

THE EAST 630.00 FEET OF THE NORTHWEST ¼ OF SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF COUNTY ROAD 542 AND SOUTH OF S.C.L. RAILROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER FOR SECTION 13, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, AND RUN N 00 DEGREES 00' 00" E (ASSUMED BASIS OF BEARINGS) ALONG THE EAST LINE FOR SECTION 13 A DISTANCE OF 1334.07 FEET; THENCE N 89 DEGREES 31' 19" W A DISTANCE OF 1330.22 FEET TO THE SOUTHEAST CORNER FOR THE NORTHWEST ¼ OF THE SOUTHEAST 1/4 FOR SECTION 13; THENCE N 00 DEGREES 08' 40" E ALONG THE EAST LINE THEREOF A DISTANCE OF 42.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE FOR COUNTY ROAD 542 (OLD AUBURNDALE ROAD, FORMERLY STATE ROAD 542) AND THE POINT OF BEGINNING; THENCE N 89 DEGREES 31' 19" W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 630.01 FEET TO A POINT LYING 630.00 FEET WEST (AS MEASURED PERPENDICULARLY) OF THE EAST LINE OF THE NW ¼ OF THE SE ¼ FOR SECTION 13; THENCE N 00 DEGREES 0' 40" E ALONG A LINE LYING 630.00 FEET WEST OF THE EAST LINE OF THE NW ¼ OF THE SE ¼ A DISTANCE OF 534.41 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE FOR S.C.L. RAILROAD; THENCE N 79 DEGREES 10' 46" E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 641.72 FEET TO A POINT ON THE EAST LINE OF THE NW ¼ OF THE SE ¼; THENCE S 00 DEGREES 08' 40" W ALONG SAID LINE A DISTANCE OF 660.14 FEET TO THE POINT OF BEGINNING.

Parcel ID Numbers:

24-28-13-000000-023020

24-28-13-000000-041010

Demonstration of Need and Justification

DHS Holdings LLC (the "Applicant") is requesting concurrently with a Small Scale Comprehensive Plan Map Amendment to change the future land use designation from Residential Suburban (RS) to Business Park Center-1 (BPC-1) a request for a Polk County Land Development Code Sub-District change to Business Park Center-2 (BPC-2) on approximately twelve (12) acres of property. The Applicant desires to develop the site for business park center uses. The proposed site is located in a Suburban Development Area (SDA). The proposed change reflects commercial and industrial development trends north of the proposed site along the CSX railroad line and east of the site along Old Dixie Hwy. Moreover, the proposed site's proximity to 542 E and US HWY 92 allows the site to maximize access to arterial and collector roads.

The proposed land use change acts as a measured and compatible extension of the existing industrial and commercial activity north and east of the site. The proposed request also acts to alleviate compatibility concerns with existing uses near and adjacent to the north (rail line and industrial/commercial uses), east (City of Lakeland electric substation) and west (junk yard) of the site. In addition, the proposed request maximizes the opportunity to utilize the existing rail line to the north, collector roads to the south (542E) and west (Reynolds Rd), and arterial roads to the north (US HWY 92) and east (Old Dixie HWY) for access to and from the proposed site while minimizing impact to lower volume local roads in the surrounding community.

In order to ensure compatibility exists, the Applicant will ensure buffering considerations and maintain physical separation from the homes to the west and south. This will include landscaping requirements (width of buffers, quality of plantings, etc.) at or greater than the minimum requirements of the Land Development Code.

Consistency Analysis

I. Polk County, FL Comprehensive Plan

A. *Section 2.106 – Suburban-Development Areas (SDA)*

1. POLICY 2.106-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within the Suburban Development Areas:

   ...

   c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers. Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, and Preservation.

   ANALYSIS: *The proposed request is for BPC-1, which is consistent with allowable uses in Suburban Development Areas.*

2. POLICY 2.106-A5: DEVELOPMENT CRITERIA - Development within the Suburban Development Areas shall conform to the following criteria as further specified in the Land Development Code:

   ...

   g. encourage connectivity between uses within the SDA, and between the SDA and other urban centers and the rural development areas; . . . .

   ANALYSIS: *The proposed site is in a location that encourages connectivity between existing uses within the SDA. Business park center uses within the proposed site can provide connectivity to industrial uses to the north along the CSX railroad, and east along Old Dixie HWY.*

B. *Section 2.113B – Business Park Center*

1. POLICY 2.113-B-1: CHARACTERISTICS –

   . . .

   Usable Area: 10 acres or more

   ANALYSIS: *The proposed site is approximately twelve (12) acres. As such, the size of the proposed site is consistent with the usable area requirement of 10 acres or more set out in the Comprehensive Plan.*

2. 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.

ANALYSIS: The proposed site is consistent with the location criteria contained in the Comprehensive Plan. The proposed site is fronting an urban collector (542 E) to the south and abutting a CSX railroad to the north. In addition, the proposed site is 0.76 miles from an intersecting arterial road (US HWY 92).

3. 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.

ANALYSIS: *The proposed site has frontage on 542 E, a collector roadway or better. Such frontage is consistent with the development criteria of the BPC district contained in the Comprehensive Plan.*

Impact Assessment Statement

A. Land and Neighborhood Characteristics: to assess the compatibility of the requested land use district with the adjacent property and to evaluate the suitability of the site for development, the applicant shall:

1. Show how and why is the site suitable for the proposed uses;

The applicant is requesting concurrently with a Small Scale Comprehensive Plan Map Amendment to change the future land use designation from Residential Suburban (RS) to Business Park Center-1 (BPC-1) a request for a Polk County Land Development Code Sub-District change to Business Park Center-2 (BPC-2) on approximately twelve (12) acres of property. See attached exhibits included with the application. The Applicant desires to develop the site for business park center uses. The proposed change reflects commercial and industrial development trends to the north of the proposed site and along the CSX railroad line. Moreover, the proximity of the site to 542 E and US HWY 92 allows the site to maximize access to arterial and collector roads.

2. Provide a site plan showing each type of existing and proposed land use;
See attached Future Land Use Map.

3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses;

Please see narrative provided above. The landscaping and buffering required by the Polk County Land Development Code adequately ensures that the proposed request is compatible with adjacent uses and entitlements in the area. The Applicant will take any and all reasonable and necessary steps to minimize impacts to the properties surrounding the requested land use map amendment.

4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped;

The proposed land use change acts as a measured and compatible extension of the existing industrial and commercial activity, north and east of the site. The proposed request also acts to alleviate compatibility concerns with existing uses near and adjacent to the north (industrial uses and rail line), east (City of Lakeland electric substation) and west (junk yard) of the site. In addition, the proposed request maximizes the opportunity to utilize the existing rail line to the north and collector road to the south.

5. Describe each of the uses proposed in a Planned Development and identify the following:

a. The density and types of residential dwelling units;

b. The type of commercial and industrial uses;

c. The approximate customer service area for commercial uses;

d. The total area proposed for each type of use, including open space and recreation

The Property is not within a Planned Development. Any development of the Property would be consistent with the Polk County Land Development Code, the Polk County Comprehensive Plan, and proposed site specific development criteria.

B. Access to Roads and Highways: to assess the impact of the proposed development on the existing, planned and programmed road system, the applicant shall:

1. Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;

Estimated Traffic Impact Analysis

Permitted Intensity 12 +/- acres 12 ac of RS	**Maximum Permitted in Existing Land Use RS** **12 ac** X 1du/5ac= 2 du	**Maximum Permitted in Proposed BPC** **12 ac** **522,720 sq ft** X 0.65 FAR= 339,768 sq ft/1000= 340 sq ft
Average Annual Daily Trips (AADT)	2 du X 7.81 AADT= **15.62 Trips**	340 X 1.74 AADT X 100%= **591 Trips**
PM Peak Hour Trips	2 du X 1 AADT= **2 Trips**	340 X 0.11 AADT X 100%= **37 Trips**

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;

The Property will utilize the ingress/egress only from HWY 542 E. It is anticipated minor transportation improvements will be required for ingress/egress of the site in accordance with applicable County requirements. The specific intersection types will be will be fully addressed at Level 2.

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;

The proposed development shall provide the requisite number of parking spaces required by the Polk County Land Development Code, which will be determined at Level 2 based on the actual square footages of the buildings constructed.

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and

The property has frontage on HWY 542 E. HWY 542 E has a functional classification as an Urban Collector Road. Ingress and Egress will be designed to move traffic to US 92. It is anticipated that minor transportation improvements will be required for ingress/egress of the site in accordance with applicable County requirements. The specific intersection types will be will be fully addressed at Level 2.

5. Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.

The CitrusConnection Purple Line has various stops along 542 E including stops along John Carroll Road W, which is adjacent to the property.

C. Sewage: to determine the impact caused by sewage generated from the proposed development, the applicant shall:

1. Calculate the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development;

Potable Water Consumption and Wastewater Generation Table

Permitted Intensity 12 +/- acres 12 ac of RL	**Maximum Permitted in Existing Land Use RS** **12 ac** X 1du/5ac= 2 du	**Maximum Permitted in Proposed BPC** **12 ac** **522,720 sq ft** X 0.65 FAR= 339,768 sq ft
Potable Water Consumption	2 du X 360= **720 GPD**	339,768 X 0.24= **81,544 GPD**
Wastewater Generation	2 du X 270= **540 GPD**	81,544 X 80%= **65,235 GPD**

Source: Concurrency Manual: 0.24GPD/sq ft for water and an assumption of 80% of water for wastewater.

2. Describe the proposed method and level of treatment, and the method of effluent disposal for the proposed sewage treatment facilities if on-site treatment is proposed;

The Property will connect to public utilities from the City of Auburndale or provide onsite treatment. Prior to development, the Applicant will coordinate with the City of Auburndale to determine location of lines and availability of capacity.

3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems;

Any proposed system will be designed in accordance with appropriate and applicable standards.

4. Identify the service provider; and

The Property will connect to existing public utilities from City of Auburndale, if available, or provide on-site well and septic.

5. Indicate the current provider's capacity and anticipated date of connection.

Capacity and the date of connection will be more fully understood and addressed at Level 2.

D. Water Supply: to determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area, the applicant shall:

1. Indicate the proposed source of water supply and, the type of treatment;

The Property will connect to existing public utilities from City of Auburndale, if available, or provide on-site treatment. Prior to development the Applicant will coordinate with the City of Auburndale to determine the location of lines and availability of capacity.

2. Identify the service provider;

The Property will connect to existing public utilities from City of Auburndale, if available, or provide on-site treatment.

3. Calculate the estimated volume of consumption in gallons per day (GPD); and

Please see Potable Water Consumption and Wastewater Generation Table above.

4. Indicate the current provider's capacity and anticipated date of connection

Capacity and the date of connection will be more fully understood and addressed at Level 2.

E. Surface Water Management and Drainage: to determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development, the applicant shall:

1. Discuss the impact the proposed development will have on surface water quality;

The stormwater management system for the project site will be designed to meet regulatory requirements that will ensure adequate BMPs are instituted. The property does not have any areas of concern and surface water quality will not be negatively impacted by the development.

2. Describe the alteration to the sites natural drainage features, including wetland, that would be necessary to develop the project;

There are no state or federal jurisdictional wetlands or surface water features located within the project site.

3. Describe the impact of such alterations on the fish and wildlife resources of the site;

Based on the available GIS information, there are no state or federally jurisdictional wetland or surface water features or other bodies of open water identified within the project site. No significant impact to existing wildlife resources is anticipated from the project.

4. Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.

No change is anticipated.

F. Population: to determine the impact of the proposed developments additional population, the applicant shall:

1. Calculate the projected resident (and transient) population of the proposed development and the generated population in the case of commercial or industrial uses;

Indeterminable at this time.

2. Describe, for commercial and industrial projects, the employment characteristics including the anticipated number of employees, type of skills or training required for the new jobs, the percentage of employees that will be found locally or are expected to be drawn from outside the county or state, and the number of shifts per day and employees per shift;

Indeterminable at this time.

3. Indicate the expected demographic composition of the additional population (age/socio-economic factors); and

Indeterminable at this time.

4. Describe the proposed service area and the current population thereof.

Indeterminable at this time.

G. General Information: to determine if any special needs or problems will be created by the proposed development, the applicant shall:

1. List and discuss special features of the proposed development that promote desirability and contribute to neighborhood needs; and

The proposed future land use map amendment would allow for the parcel to be developed consistent with the other non-residential activities in the area.

2. Discuss the demand on the provision for the following services:

a. Parks and Recreation;

None.

b. Educational Facilities (preschool/elementary/middle school/high school);

None.

c. Health Care (emergency/hospital);

No impact anticipated.

d. Fire Protection;

The nearest fire protection is Polk County Fire Rescue Station 39 (3325 E Main St, Lakeland, FL 33801).

e. Police Protection and Security; and

The nearest police protection and security is a County Sheriff Policing Unit located at 2805 Morgan Combee Rd, Lakeland, FL 33801.

f. Electrical Power Supply

Indeterminable at this time.

H. Maps: the following maps shall accompany all Impact Assessment Statements:

Map A: A location map showing the relationship of the development to cities, highways, and natural features;

See attached Location Map

Map B: A Topographical Map with contour intervals of no greater than five feet, the identification of the property boundaries, and a delineation of the areas of special flood hazard (100 year flood plain) as shown on the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA) for Polk County;

See attached Topographical Map.

Map C: A Land Use and Land Use District Map showing the existing land use designations and districts on and abutting the proposed development, including lot sizes and density;

See attached Future Land Use Map (current and requested).

Map D: A Soils Map with soils designated according to Natural Resources Conservation Service classifications. If available, USDA Natural Resources Conservation Service (NRCS) soil surveys are preferable;

See attached Soils Map

Map E: A Traffic Circulation Map identifying any existing roads on or adjacent to the proposed development and indicating the name of the roads, maintenance jurisdiction, and pavement and right-of-way widths.

See attached Location Map.

Map F: A Site Plan showing land uses, the layout of lots, the type and maximum density for each type of residential area; the typical minimum lot sizes and dimensions for each use and unit type, and the dimensions, locations, and types of buffers, easements, open space areas, parking and loading areas, setbacks, and vehicular circulation routes; and

A Site Plan is not available at this time.

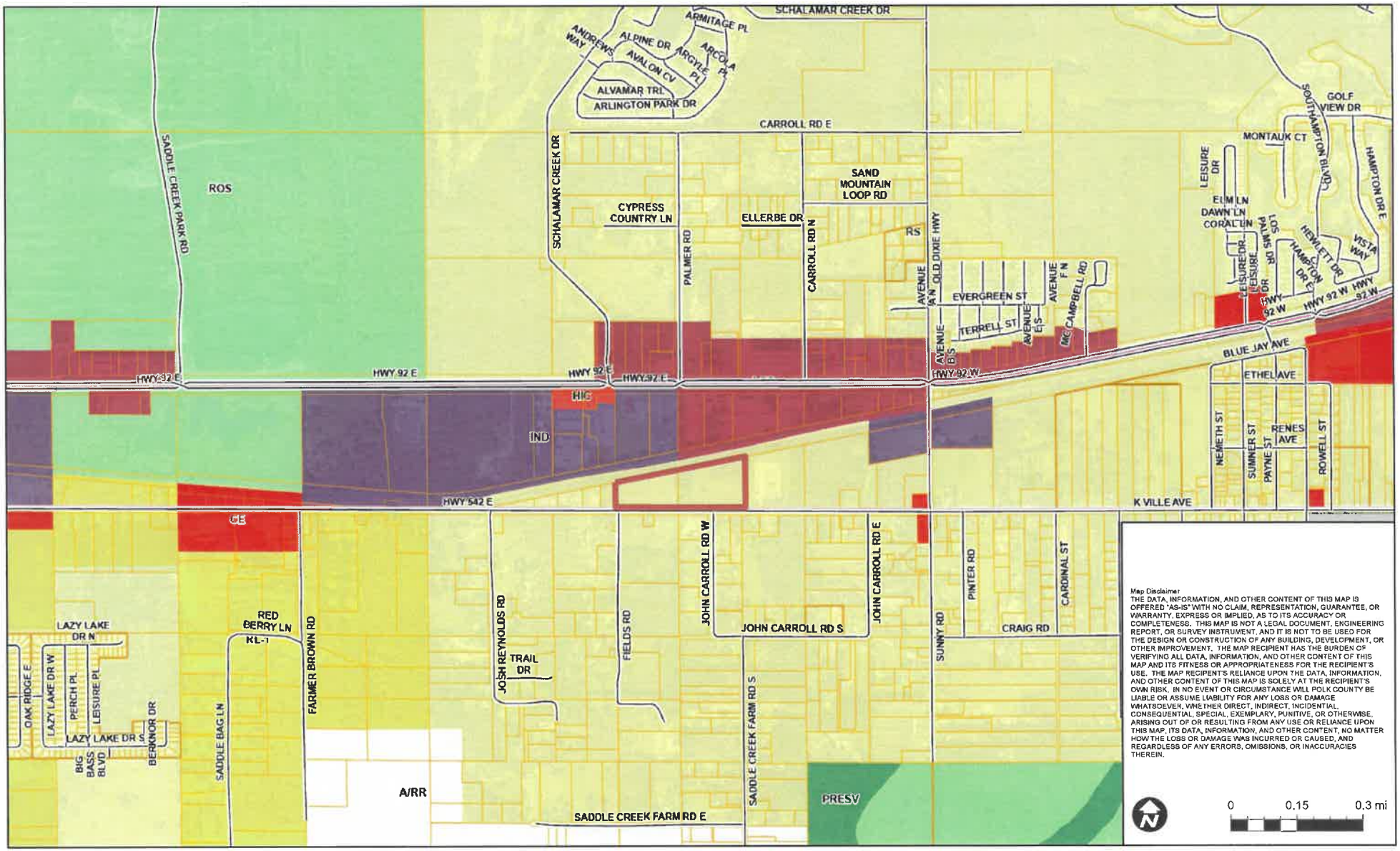
Map G: A Drainage Map delineating existing and proposed drainage areas, water retention areas, drainage structures, drainage easements, canals, wetlands, watercourses, and other major drainage features.

A Drainage Map is not available at this time, as we do not have any engineered plans to evaluate the proposed location of stormwater ponds, buildings, impervious

April 24, 2025

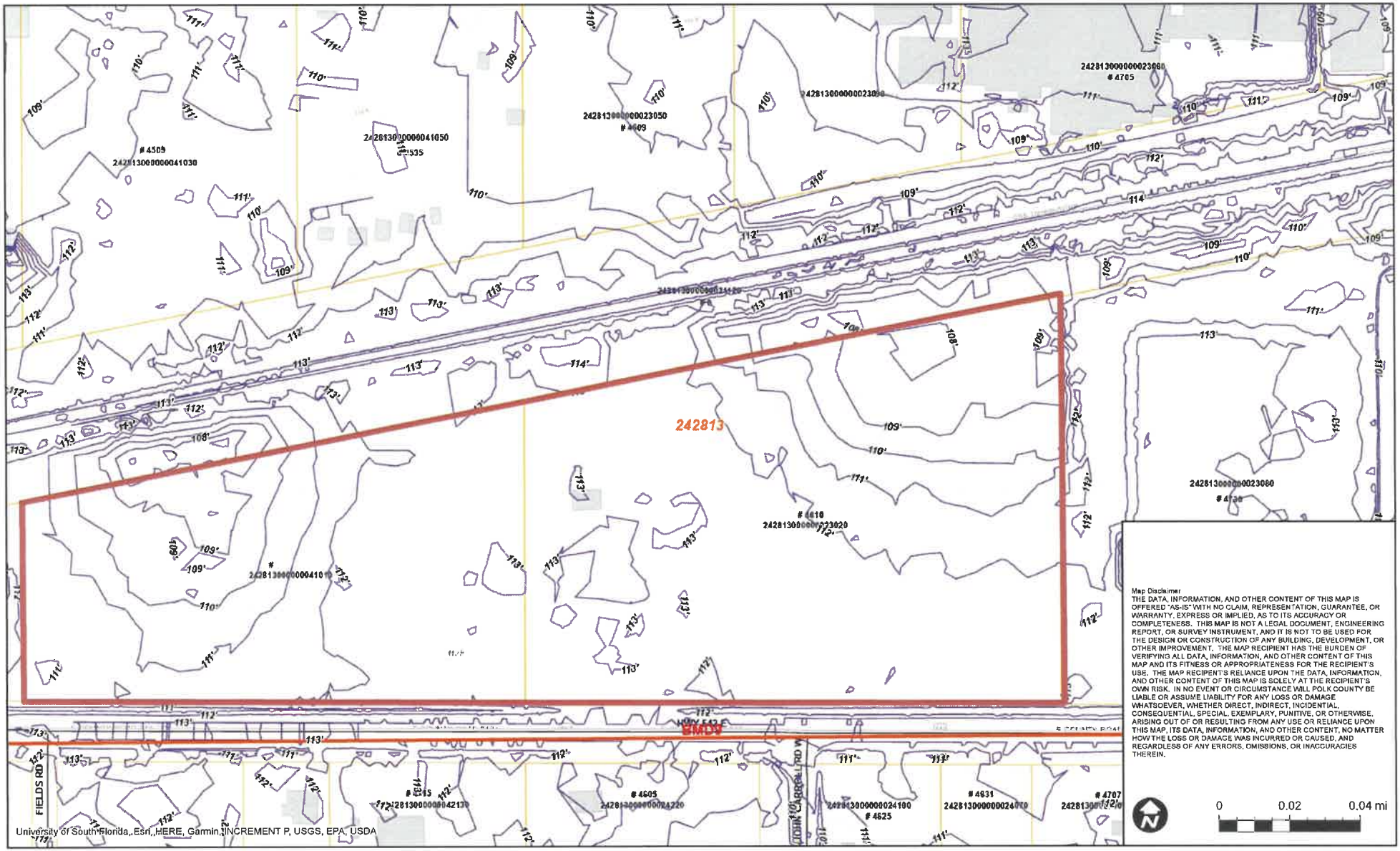
Location Map

Future Land Use Map



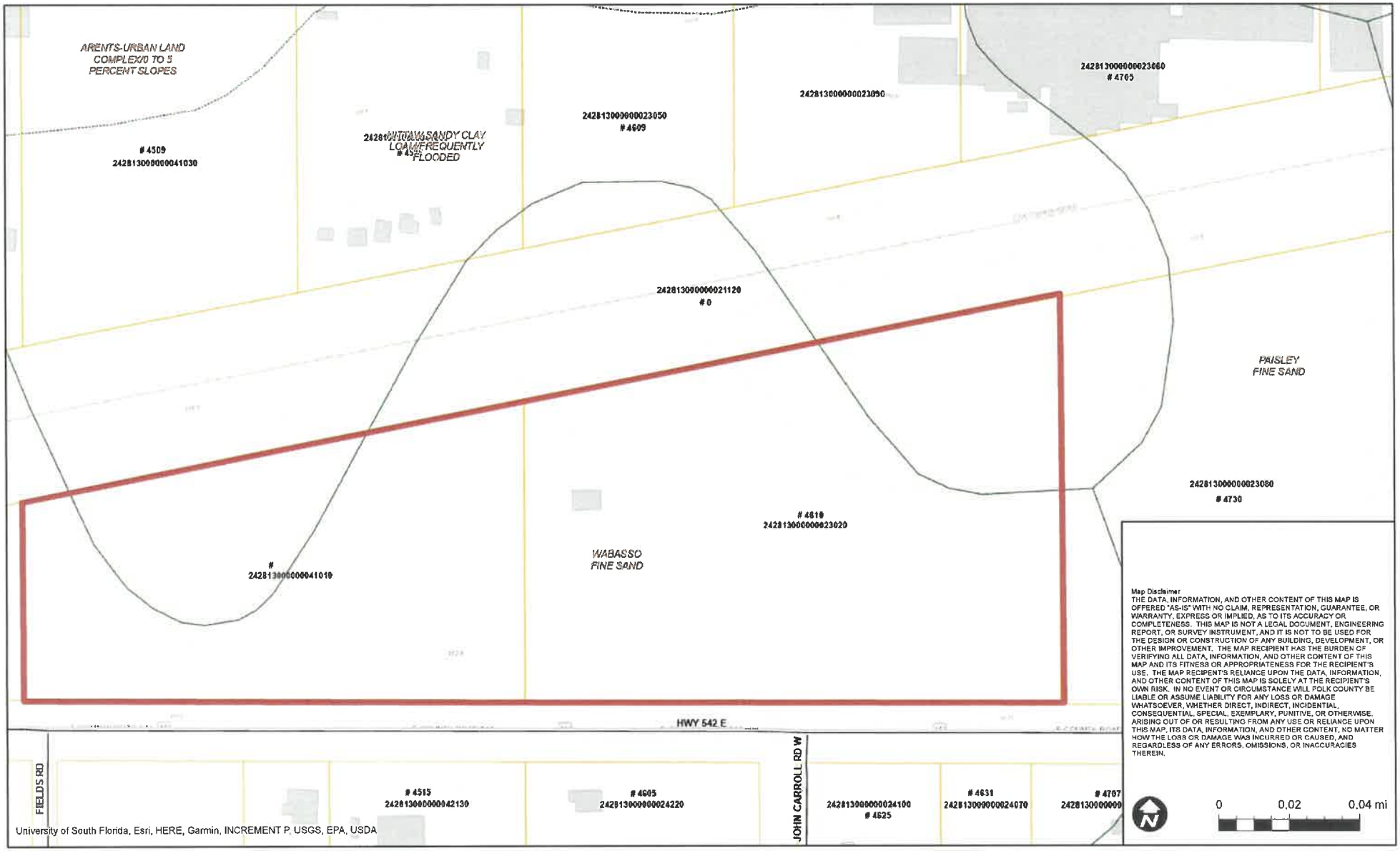
April 24, 2025

Topographical Map



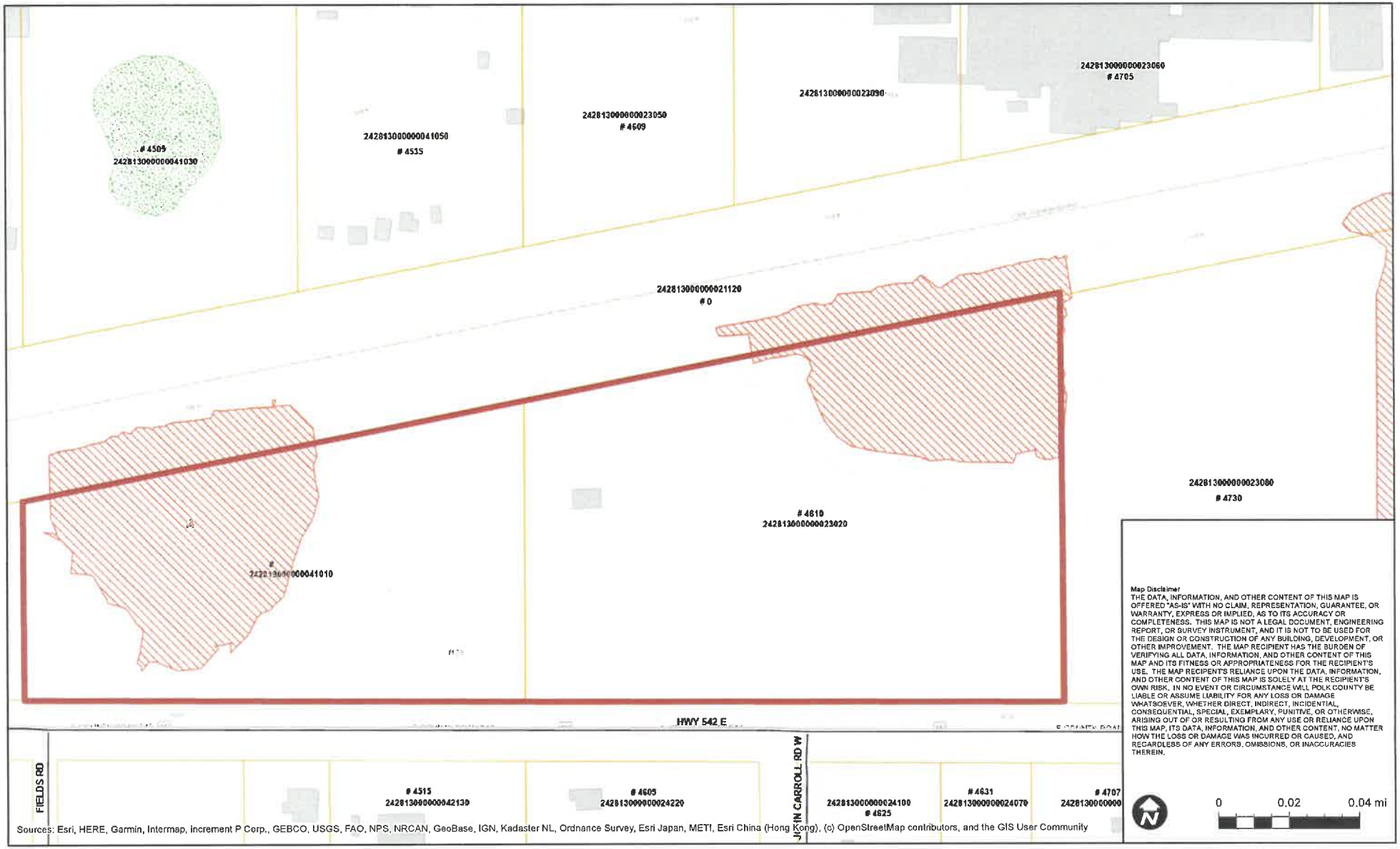
April 24, 2025

Soils Map



April 24, 2025

Floodplain, Wetlands, and Drainage Map



Mark J. Bennett, AICP, FRA-RA, CNU-A

Experienced Professional in urban planning, zoning, and land development, both in the public and private sector. Proven leader, manager, and entrepreneur. Veteran with 30 years of military service.

Professional Goal – Create Better Communities!

Education:

Student, International Development Doctoral Program, University of Southern Mississippi (current)
Naval Postgraduate School, Monterrey, CA, Graduate Certificate - Stability, Security, and Development in Complex Operations
Royal Military College of Canada, Toronto, ON, CA, Master of Defence Studies
University of Central Florida, Orlando, FL, Master of Public Administration
University of South Florida (USF), Tampa, FL, Bachelor of Arts - Major - Geography

Memberships (Current):

American Institute of Certified Planners (AICP) - Certificate Number 11241
Florida Redevelopment Association – Certified Redevelopment Administrator (FRA-RA); Member, Board of Directors, Chair, Education and Professional Development Committee
Congress of New Urbanism - Accredited Member (CNU-A)
City of Lake Wales Code Enforcement Board
USF School of Public Affairs Master of Urban and Regional Planning Advisory Council
Polk Vision - Leadership Polk Class XV
Haines City/Northeast Polk Chamber of Commerce - Leadership Class X
Senior Army Reserve Commanders Association, Reserve Officers Association, Military Officers Association of America - Imperial Polk County Chapter, American Legion, Veterans of Foreign Wars, 1st Cavalry Division Association

Memberships (Previous):

Summerlin Academy (military-oriented public school of choice) Advisory Committee, Bartow, FL
Polk County Affordable Housing Advisory Committee
City of Lake Wales Planning Board, Community Redevelopment Agency (CRA) Advisory Committee
Polk Transportation Planning Organization – Technical Advisory Committee, Joint Airport Zoning Board
Central Florida Development Council - Investor

Professional Planner Experience:

Senior Planner, Land Development Division, Polk County Board of County Commissioners, Polk County, FL – February 2023 to Present – Conduct long-range planning, development review activities, and special projects. Previously served from February 2006 to March 2007 as a Principal Planner. Initially hired in January 1989 as a student trainee, was promoted to Planner I, II, III, and Senior Planner before leaving in January 1996.

Development Services Director, City of Lake Wales, FL - July 2020 to February 2023 - Department-level position manager responsible for planning & zoning, building permitting and inspections, code compliance, and support of the Community Redevelopment Agency (CRA) for a city of 17,000+ residents and 20 square miles. Previously served as the City Planner from July 1998 to November 2000, Acting Community Services Director from March to June 1999, and the Development Services Director from January 1996 to June 1997.

Deputy Director of Development Services/CRA Manager, City of Haines City, FL – July 2017 to July 2020 – Responsible for the City's CRA, community-development related activities, and special projects for a rapidly growing city of 25,000+ residents comprising 20 square miles. Served as Director of Development Services in absence of Director. Previously served as City Planner from November 1997 to July 1998, and Planning Manager from March 2007 to April 2015.

Planning Director/Principal, Ridge Professional Group – April 2015 to May 2017 – Responsible for all urban planning and zoning functions for an eight-employee land development consulting firm specializing in permitting and engineering design. Also, part-owner of firm, with additional duties of marketing, sales, and public relations.

Urban Planner – Bennett Consulting Services - July 2001 to February 2006 - Owner of urban planning consulting firm, specializing in subcontracting work for planning & civil engineering firms. Projects include processing Comprehensive Plan Amendments, Planned Developments, creation and implementation of annexation and sector plans, due diligence analysis for prospective land purchases, and property development potential analysis. Served as City Planner for Frostproof, FL from March to August 2005. Provided subject-matter expertise/testimony for clients before Polk County, Lake County, Lakeland, Winter Haven, and Lake Wales.

Planning Services Manager/Business Development Manager – M. T. Causley, Inc. – October 2002 to June 2003 - Contract position, responsible for urban planning services and business development activities (including sales, marketing, personnel and project management) for central Florida area.

Site Acquisition/Zoning Specialist – iTactical Services – November 2000 to October 2002 – Contract position, responsible for selection, acquisition/purchase of property, and obtaining zoning/development approval for placement of communications towers.

Zoning Specialist, SBA Communications Corporation - June to November 1997 - Responsible for siting, zoning, and permitting 20 sites to establish the Sprint PCS network in the Tampa Service Area.

Military Experience:

US Army Reserve (Retired) - April 1989 to May 2019 – Final Rank – Colonel. Key Assignments included Civil Affairs Planning Team Chief, 350th Civil Affairs Command, Pensacola, FL, with duty at US Southern Command, Doral, FL; Commander, 3rd Battalion, 349th Regiment (Logistics Support), Camp Shelby, MS; Commander, 5th Battalion, 95th Regiment, (Civil Affairs/Psychological Operations), Lubbock, TX; Civil Affairs Analyst, US Special Operations Command, MacDill Air Force Base, Tampa, FL; Battalion Executive Officer and Commander, A Company, 478th Civil Affairs Battalion, Perrine, FL; and Public Works Officer/Essential Services Team Leader, 1st Armored Division/1st Cavalry Division Governorate Support Team, Baghdad, Iraq.

Significant Awards and Decorations include the Combat Action Badge, Bronze Star (Meritorious Service) and the Parachutist Badge.

Resume of Service Career available upon request.

Hobbies/Personal Interests:

Reading, attending University of South Florida athletic events, and spending time with wife Melissa and their two children.

Agenda Item N.5. 12/16/2025

SUBJECT

Public Hearing (LDCT-2025-22 Recovery Residences) (Adoption Hearing) to consider the adoption of an ordinance amending the use tables in Chapter 2, Chapter 4, and Chapter 5, to add large group homes into residential future land use districts; amending chapter 10, definitions, to add recovery residences to conform with state statute. (No Fiscal Impact)

DESCRIPTION

This is a County-initiated request to amend the use tables in Chapter 2, Chapter 4, and Chapter 5, to add large group homes into residential future land use districts; amending chapter 10, definitions, to add recovery residences to conform with state statute. On November 5, 2025, the Planning Commission voted 6:0 to recommend approval of the amendment.

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

Approve

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Aleya Inglima, Planner II
Land Development Division
(863) 534-6764
aleyaperreira@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	October 9, 2025	**Level of Review:**	4
PC Date:	November 5, 2025	**Type:**	LDC Text Amendment
BoCC Date:	December 2, 2025 December 16, 2025	**Case Numbers:**	LDCT-2025-22
		Case Name:	Recovery Residences
Applicant:	Polk BoCC	**Case Planner:**	Aleya Inglima

Request:	This is a County-initiated request to amend the use tables in Chapter 2, Chapter 4, and Chapter 5, to add large group homes into residential future land use districts; amending chapter 10, definitions, to add recovery residences to conform with state statute.
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:	6-0 Approval

Among the changes to Section 205, Section 401.01.01, Section 401.02, Section 401.03, Section 401.04, Section 401.05, Section 401.06, Section 401.08, Section 403.01, Section 502 are:

- Ensures compliance with state requirements regarding recovery residences within residential zoning districts by adding Group Homes, Large to residential land use districts.

Among the changes to Chapter 10 are:

- Updating terminology by adding "recovery residences" within the definitions for "group homes" and "group living facilities".

- Adding the definition of "recovery residences" consistent with state law.

Summary:

This is a County-initiated request to amend the use tables in Chapters 2, 4, and 5 of the Land Development Code to add large group homes as a C3 within Residential Low (RL) future land use districts, and to amend Chapter 10 to add the term "recovery residences" in order to conform with state statute.

This text amendment brings the County's regulations into compliance with House Bill 1163, which updates state law regarding recovery residences, group homes, and group living facilities. The amendment clarifies definitions and strengthens standards for housing individuals in recovery. The term "recovery residences" is incorporated alongside "group homes" and "group living facilities" to ensure recognition throughout the Code.

Findings of Fact

1. *LDCT-2025-22 is a County-initiated request to amend the use tables in Chapter 2, Chapter 4, and Chapter 5, to add large group homes into residential future land use districts; amending Chapter 10, definitions, to add recovery residences to conform with state statute.*

2. *LDC Chapter 10 defines group homes under small, large, and group living facility:*

   "GROUP HOME, SMALL (Rev. 12/01/09 - Ord. 09-073): A full time, family type living arrangement, in a private residential home where room, board, and personal care is provided on a 24 hour basis for no more than six (6) unrelated persons along with a maximum of two full-time supervisors or house parents. This category includes, but is not limited to, community residential homes, adult family care homes, foster homes, and other similar group living homes. Such homes, when required, shall be licensed by either the Department of Children and Families, Department of Elderly Affairs, Department of Juvenile Justice, Agency for Health Care Administration, Agency for Persons with Disabilities or other applicable state agency, department or division

   GROUP HOME, LARGE (Rev. 12/01/09 - Ord. 09-073): A full time living arrangement, in a private residential home, where room, board, and personal care is provided on a 24 hour basis for 7 to 14 unrelated persons along with a maximum of two full-time supervisors or houseparents. This category includes, but is not limited to, congregate/assisted living, community residential homes, foster homes, and other similar group living homes. Such homes, when required, shall be licensed by either the Department of Children and Families, Department of Elderly Affairs, Department of Juvenile Justice, Agency for Health Care Administration, Agency for Persons with Disabilities or other applicable state agency, department or division.

   GROUP LIVING FACILITY (Rev. 12/01/09 - Ord. 09-073): Any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, which undertakes through its ownership or management to provide housing, meals, and one or more personal services on a 24 hour basis for 15 or more unrelated persons. This category includes, but is not limited to, congregate/assisted living facilities, and other similar group living facilities. Such facilities, when required, shall be licensed by either the Department of Children and Families, Department of Elderly Affairs, Department of Juvenile Justice, Agency for Health Care Administration, Agency for Persons with Disabilities or other applicable state agency, department or division."

3. *LDC Chapter 10 defines family: FAMILY (Revised 09/02/09 - Ord. 09-054): Any of the following groups living together sharing common living, sleeping, cooking, and eating facilities and with at least one person who has attained the legal age of 18:*

   a) *Any number of people related by birth, marriage, civil union, adoption, guardianship, or duly-authorized custodial relationship; or*

   b) *No more than six (6) unrelated people.*

4. *Section 303 states that "Group Home, Large (7-14 Residents) (Rev. 12/01/09 - Ord. 09-073)*

   The following shall apply to Group Home, Large containing 7-14 residents:

1. *There shall be no exterior alterations which change the residential character of the structure. This provision does not apply to structures being utilized as a Large Group Home in the INST-1 and INST-2 land use districts.*

2. *Large Group Homes shall comply with the applicable separation distances as outlined in the Florida Statutes for each respective use. The distances shall be measured at the closest points from property line to property line.*

3. *Large Group Homes shall be permitted one non-illuminated sign mounted flush to the dwelling unit and not more than two square feet in area shall be allowed.*

4. *The applicant for a Large Group Home shall clearly demonstrate that adequate forms of transportation are available to the residents of the facility (such as nearby public transit or a private transit system provided on site) as well as accommodations on site to support the travel of persons involved in providing services to the individuals residing on the premises (such as vehicle parking that does not change the residential appearance of the site).*

5. *The applicant for a Large Group Home shall demonstrate that the dwelling is of adequate size and design to support the needs of the residents interned in the home. This shall include, but is not limited to, sleeping quarters, kitchen facilities, handicapped accessibility, and communal spaces.*

6. *Such homes, when required, shall be licensed by either the Department of Children and Families, Department of Elderly Affairs, Department of Juvenile Justice, Agency for Health Care Administration, Agency for Persons with Disabilities or other applicable state agency, department or division"*

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-2025-22.

Analysis:

House Bill 1163 was updated to address certified recovery residences within local zoning regulations. While previous statutes did not specifically address where such residences could be located, HB 1163 now limits the ability of local governments to restrict certain certified recovery residences, particularly those in multifamily structures.

Under HB 1163, for recovery residences voluntarily certified before July 1, 2025, local governments:

• Must classify these residences as non-transient residential uses for local zoning purposes.

• May not adopt ordinances or regulations that prohibit or restrict certified recovery residences in multifamily structures or regulate the duration or frequency of their use.

• Must allow certified recovery residences in all zoning districts permitting multi-family residential uses.

• Must allow multi-family structures to be used as certified recovery residences, housing up to two residents per bedroom, without requiring zoning or land use changes, variances, special exceptions, or comprehensive plan amendments.

The bill defines a recovery residence as a residential dwelling or community housing component that offers a peer-supported, alcohol-free, and drug-free living environment for individuals recovering from substance use disorders. These residences may operate in single-family or multifamily settings and vary in size, structure, and duration of occupancy.

This amendment aligns with HB 1163 and local zoning practices with federal protections under the Fair Housing Act and Americans with Disabilities Act, which restrict local governments from discriminating against housing for persons with disabilities, including those recovering from substance use disorders.

To comply with this legislation, this amendment will add the definition of "recovery residences" and to ensure zoning and land use regulations reflect the new state requirements.

This amendment aligns with current statutory requirements. Specifically, the County must demonstrate the following:

1. Reasonable Accommodation: That the CU application process constitutes reasonable accommodation from the County's other, more restrictive Land Development Code (LDC) regulations.

2. Consistency with Federal Law: That the process is consistent with the Fair Housing Amendments Act (FHAA) and the Americans with Disabilities Act (ADA).

3. Procedural Timelines: That applications are properly date-stamped upon receipt, with:

    • 30 days for staff to request any additional information from the applicant,

    • 30 days for the applicant to respond, and

    • 60 days to issue a final written decision.

In addition, the application must include a description of the specific accommodation being requested and identify the regulations or policy from which relief is sought. In these cases, the regulation or policy at issue is that a Community Recovery Residence (CRR) is not permitted by right in the applicable land use district, and the relief sought is approval through the Conditional Use process.

Rather than creating a new use category for Recovery Residences, staff has elected to acknowledge them under existing policy and definitions for Group Homes. For planning purposes, and to avoid conflict with fair housing regulations, the County does not differentiate *who* is living in the group home, rather the LDC speaks to *how many people* are in the facility. Small Group Homes (6 or fewer residents) are essentially the same as any other single-family home, since the County's definition of a family includes no more than six (6) unrelated people in a home. These require simple administrative approval through a Pre-Application meeting or Land Use Verification letter (Level 1 Review).

Large Group Homes (7-14 residents) currently require a Level 3 Review approval in some residential districts. They have not been permitted in Residential Low districts because of the higher intensity of this use. This amendment, in compliance with HB 1163, will allow them in RL sub-districts pursuant to a Level 3 Review, as is required elsewhere.

Finally, Group Living Facilities (15 or more residents) are more commercial in nature and require a Level 3 Review in all residential districts except Residential High (Level 2 Review). Also note, HB 1163 will not allow the County to restrict the use of multi-family developments for use as a recover residence. No such restrictions are in place now or with the adoption of this ordinance.

For requests requiring only C1 approval, compliance with FHAA and ADA requirements will not present an issue, as those decisions are administratively controlled by staff. However, for C3 approvals, staff reports to the Planning Commission should explicitly outline FHAA and ADA requirements. This ensures that any conditions imposed by the Planning Commission do not conflict with federal law.

Limits of the Proposed Ordinance

The proposed ordinance is limited to updating the County's Land Development Code to align with the requirements of House Bill 1163 by:

• Adding the definition of "recovery residences" consistent with state law.
.
• Recognizes certified recovery residences as a type of non-transient residential use for zoning purposes.

• Updating terminology by adding "recovery residences" alongside "group homes" and "group living facilities" where applicable in the Code.

• Ensures compliance with state requirements regarding the siting of certified recovery residences within multifamily residential zoning districts.

Consistency with the Comprehensive Plan

OBJECTIVE 2.204-B: Polk County shall implement provisions within the Future Land Use Element and the Land Development Code to ensure that opportunities are available to provide adequate sites in residential areas for group living facilities licensed by the Florida Department of Children and Families.

POLICY 2.204-B1: Licensed "family care homes" and "group homes" shall be located within residential areas throughout the County in accordance with the Florida Statutes. "Adult congregate-living facilities" may be located within all Future Land Use designations, in accordance with policies within the Future Land Use Element, standards within the County's land development regulations, and upon issuance of a conditional use permit or functional equivalent by the County.

POLICY 2.204-B2: Group-living facilities located immediately adjacent to existing residential areas shall be designed so that the group-living facilities have a similar scale and intensity as the residential land use designation or adjacent existing residential dwellings units, otherwise, the group living facilities shall be setback and/or buffered to mitigate dissimilar scales. See Policy 2.116-A4.

The ordinance does not alter existing regulations for single-family dwellings or other residential uses beyond what is required by state law. Local authority remains limited by the Fair Housing Act, the Americans with Disabilities Act, and the provisions of HB 1163, which preempt local governments from imposing restrictions that would effectively prohibit or discriminate against certified recovery residences.

Comments from Other Agencies: None

Draft Ordinance: Under separate attachment

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-22, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, AMENDING THE USE TABLES IN CHAPTER 2, CHAPTER 4, AND CHAPTER 5 TO ADD LARGE GROUP HOMES INTO RESIDENTIAL FUTURE LAND USE DISTRICTS; AMENDING CHAPTER 10, DEFINITIONS, TO DEFINE "RECOVERY RESIDENCES" AND "CERTIFIED RECOVERY RESIDENCES" IN COMPLIANCE WITH FLORIDA STATUTES; 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 LDC requires LDC Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 of the LDC sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, THE Board has determined it appropriate to adopt regulations that are consist with the Polk County Comprehensive Plan; 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 397.487(15), Florida Statutes, the Board is required, by January 1, 2026, to adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction, which ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; and

WHEREAS, LDCT-2025-22 is a County-initiated request to amend the LDC to define Recovery Residences and Certified Recovery Residences, as provided in Chapter 397, Florida Statutes, and to amend the definitions of Group Homes and Group Living Facilities to include Certified Recovery Residences; 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 LDC Amendment on November 5, 2025; and

WHEREAS, the Board held two public hearings, one on December 2, 2025, and another on December 16, 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 November 5, 2025, to consider the LDC text amendments contained within Application LDCT-2025-22 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2025-22.

c) The adoption of LDCT-2025-22 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 2, Table 2.1 of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to modify the following sections:

Section 205 - Use Tables for Standard Land Use Districts

Table 2.1 Use Table for Standard Land Use Districts (For revision history, please see last row of table. Newer ordinances appear at end of section.)																				
	A/RR	RCC-R	RS	RL-1	RL-2	RL-3	RL-4	RM	RH	RCC	CC	CE	LCC	NAC	CAC	RAC	OC	TCC	HIC	BPC-1
Key to Table: P = Permitted Use; C = Conditional Use/Level of Review																				
Residential Uses																				
Duplex, Two-family Attached		C3	C3	C3	C3	C3	C3	P	P	C3										
Family Farm	C1		C1																	
Fly-in Community	C3		C3																	
Group Home, Small (6 or less residents)	C1	C1	C1	C1	C1	C1	C1	C1	C1											
Group Home, Large (7-14 residents)	C3	C3	C3	C3	C3	C3	C3	C1	C1											
Group Living Facility (15 or more residents)	C3	C3	C3	C3	C3	C3	C3	C3	C2											

SECTION 3: Chapter 4, Table 4.1c of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to modify the following sections:

Section 401.01.01 - Use Table for Interstate 4 Selected Area Plan Land Use Districts

Table 4.1c Use Table for Interstate 4 Selected Area Plan Land Use District (For this table's revision history, see last row in table. Newer ordinances appear after the table.)												
	RL- 1X	RL- 2X	RL- 3X	RL- 4X	RMX	RHX	LCCX	TCCX	CACX	BPC-1X	BPC-2X	IACX
RESIDENTIAL USES												
Duplex, Two-Family Attached			C3	C3	P	P						
Group Home, Small (6 or less residents)	C1	C1	C1	C1	C1	C1						
Group Home, Large (7-14 residents)	C3	C3	C3	C3	C1	C1						
Group Living Facility (15 or more residents)	C3	C3	C3	C3	C3	C2						

SECTION 4: Chapter 4, Table 4.3 of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to modify the following sections:

Section 401.02 - Ronald Reagan Parkway Plan District

	RL-1X	RL-4X	RMX	CCX	NACX	TCX	CACX	RACX	OCX
Key to Table: P = Permitted by right; C = Conditional Use/Level of Review; if blank = Not Permitted									
Residential Uses									
Duplex or Two-family Attached	C3	C2	P			C2			
Group Home, Small (6 or less residents)	C1	C1	C1						
Group Home, Large (7—14 residents)	C3	C3	C1						
Group Living Facility (15 or more residents)	C3	C3							

SECTION 5: Chapter 4, Table 4.8 of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to modify the following sections:

Section 401.03 - North US 27 Selected Area Plan

Table 4.8 Use Table for U.S. 27 Selected Area Plan Land Use District (For revision history, please see last row of table. Newer ordinances appear after the table.)																	
Green Swamp ACSC Districts Outlined in shaded in grey	TCX	RACX	PIX	OCX	RHX	RMX	RL-1X	RL-2X	RL-3X	RL-4X	INSTX	NACX	TCX	RACX	PIX	NACX	RHX
RESIDENTIAL USES																	
Duplex, Two-Family Attached						C2	C3	C3	C3	C3							
Group Home, Small (6 or less residents)					C1	C1	C1	C1	C1	C1							C1
Group Home, Large (7-14 residents)					C1	C1	C3	C3	C3	C3	C1						C1
Group Living Facility (15 or more residents)			C2		C2	C3	C3	C3	C3	C3	C2				C2		C2

SECTION 6: Chapter 4, Table 4.12 of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to modify the following sections:

Section 401.04 - US Highway 98 Selected Area Plan

Table 4.12 Allowable Uses for US Highway 98 SAP(For revision history, please see last row in table. Newer ordinances appear after the table.)										
	A/RRX	RSX	RL-1X	RL-2X	RL-3X	RL-4X	RMX	RHX	ECX	CEX
Key to Table: P = Permitted Use; C = Conditional Use/Level of Review										
Residential Uses										
Family Farm	C1	C1	2	C2	C2	C2	C2	C2		
Family Homestead	C1	C1	C1	C1	C1	C1				
Fly-in Community	C3	C3	C3	C3	C3	C3	C3	C3		
Group Home, Small (6 or Less residents)	C1	C1	C1	C1	C1	C1	C1	C1		
Group Home, Large (7-14 Residents)	C3	C3	C3	C3	C3	C3	C1	C1		
Group Living Facility (15 or more residents)	C3	C3	C3	C3	C3	C3	C3	C2	C2	

SECTION 7: Chapter 4, Table 4.14 of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to modify the following sections:

Section 401.05 - State Road 559 Selected Area Plan

All Land Use Districts in the SR 559 SAP are in the Green Swamp ACSC	BPCX-1	BPCX-2	RL-1X	RL-2X	RL-3X	RL-4X
RESIDENTIAL USES						
Duplex, Two-Family Attached					C3	P
Group Home, Small (6 or less residents)			C1	C1	C1	C1
Group Home, Large (7-14 residents)			C3	C3	C3	C3
Group Living Facility (15 or more residents)			C3	C3	C3	C3

SECTION 8: Chapter 4, Table 4.16 of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to modify the following sections:

Section 401.06 - The North Ridge Selected Area Plan

	Table 4.16 Use Table for Standard Land Use Districts (Higher density/intensity developmen appear after the table.)								
	A/RR X	RS X	RL 1X	RL2 X	RL3 X	RL4 X	RM X	RH X	CC X
	Key to Table: P = Permitted Use; C = Conditional Use/Level of Review								
Duplex, Two-family Attached					C2	C2	P	P	
Family Farm	C1	C1							
Fly-in Community	C3	C3							
Group Home, Small (6 or less residents)	C1	C1	C1	C1	C1	C1	C1	C1	
Group Home, Large (7- 14 residents)	C3	C3	C3	C3	C3	C3	C1	C1	
Group Living Facility (15 or more residents)	C3	C3	C3	C3	C3	C3	C3	C2	

SECTION 9: Chapter 4, Table 401.08.01 of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to modify the following sections:

Section 401.08 - Southeast Polk Selected Area Plan

	Village Centers and Village Center Cores																						Outside the Village Centers (Scenic Highway overrides)							
	A/RR x	RCC-R x	RS x	RL-1 x	RL-2 x	RL-3 x	RL-4 x	RM x	RCC x	CC x	CE x	LCC x	NAC x	OC x	TCC x	BPC-1 x	BPC-2 x	IND x	L/R x	INST1 x	INST2 x	ROS x	A/RR x	RCC-R x	RS x	RL-1 x	RL-2 x	RL-3 x	RL-4 x	RM x
	Key to Table: P = Permitted Use; C = Conditional Use/Level of Review																													
	RESIDENTIAL USES																													
Duplex/Two Family Attached	C2	C2	C2	C2	C2	C2	C2	C2	C2														C3	C3	C3			C3	C3	C2
Multi-Family (4 units or less)	C2	C2	C2	C2	C2	C 2	C2	C2	C2																					C2
Multi Family (5 units or more per building)		C3		C3	C3	C3	C2	C2	C3				C2	C3						C2	C2			C3		C3	C3	C3	C2	C2
Family Farm/Family Homestead	C1		C1																				C1		C1					
Fly in Community																							C3		C3					
Group Home, Small (6 or less residents)	C1	C1	C1	C1	C1	C1	C1	C1															C1	C1	C1	C1	C1	C1	C1	C1
Group Home, Large (7-14 residents)	C3	C3	C3	C3	C3	C3	C3	C1												C1	C1		C3	C3	C3	C3	C3	C3	C3	C1
Group Living Facility (15 or more residents)	C3	C3	C3	C3	C3	C3	C3	C3												C2	C2		C3	C3	C3	C3	C3	C3	C3	C3

SECTION 10: Chapter 4, Table 4 of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to modify the following sections:

Section 403.01 - Wahneta Neighborhood Plan (Wahneta NP)

	A/RRX	RSX	RL-1X	RL-2X	RL-3X	RL-4X	RMX
Key to Table: P = Permitted Use; C = Conditional Use/Level of Review							
Group Home, Small (6 or less residents)	C1	C1	C1	C1	C1	C1	C1
Group Home, Large (7-14 residents)	C3	C3	C3	C3	C3	C3	C1
Group Living Facility (15 or more residents)	C3	C3	C3	C3	C3	C3	C3

SECTION 11: Chapter 5, Table 5.2 of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to modify the following sections:

Section 502 - Standards for Land Use Districts in the Green Swamp ACSC

	Polk City Special Protection Area						
	CEX	LCCX 1	L/RX	RL-1X	RL-2X	RL-3X	RSX
Duplex/Two- Family Attached						C3	C3
Family Farm/Family Homestead							C1
Fly-in Community							
Group Home, Small (6 or less residents)				C1	C1	C1	C1
Group Home, Large (7-14 residents)				C3	C3	C3	C3
Group Living Facility (15 or more residents)				C3	C3	C3	C3

SECTION 12: Chapter 10 of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to modify the following sections:

GROUP HOME, SMALL (Rev. 12/01/09 - Ord. 09-073): A full time, family type living arrangement, in a private residential home where room, board, and personal care is provided on a 24 hour basis for no more than six (6) unrelated persons along with a maximum of two full-time supervisors or house parents. This category includes, but is not limited to, community residential homes, adult family care homes, foster homes, certified recovery residences, and other similar group living homes. Such homes, when required, shall be licensed by either the Department of Children and Families, Department of Elderly Affairs, Department of Juvenile Justice, Agency for Health Care Administration, Agency for Persons with Disabilities or other applicable state agency, department or division

GROUP HOME, LARGE (Rev. 12/01/09 - Ord. 09-073): A full time living arrangement, in a private residential home, where room, board, and personal care is provided on a 24 hour basis for 7 to 14 unrelated persons along with a maximum of two full-time supervisors or houseparents. This category includes, but is not limited to, congregate/assisted living, community residential homes, foster homes, certified recovery residences, and other similar group living homes. Such homes, when required, shall be licensed by either the Department of Children and Families, Department of Elderly Affairs, Department of Juvenile Justice, Agency for Health Care Administration, Agency for Persons with Disabilities or other applicable state agency, department or division.

GROUP LIVING FACILITY (Rev. 12/01/09 - Ord. 09-073): Any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, recovery residences, or other residential facility, which undertakes through its ownership or management to provide housing, meals, and one or more personal services on a 24 hour basis for 15 or more unrelated persons. This category includes, but is not limited to, congregate/assisted living facilities, and other similar group living facilities. Such facilities, when required, shall be licensed by either the Department of Children and Families, Department of Elderly Affairs, Department of Juvenile Justice, Agency for Health Care Administration, Agency for Persons with Disabilities or other applicable state agency, department or division.

RECOVERY RESIDENCES: A residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug-free living environment, or as may otherwise be defined by Section 397.311(39), Florida Statutes, or any replacement statute.

RECOVERY RESIDENCE, CERTIFIED: A recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator, or as may otherwise be defined by Section 397.311(5), Florida Statutes, or any replacement statute.

SECTION 13: 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 14: 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.

FLORIDA HOUSE OF REPRESENTATIVES
BILL ANALYSIS

This bill analysis was prepared by nonpartisan committee staff and does not constitute an official statement of legislative intent.

BILL #: CS/CS/HB 1163	**COMPANION BILL:** CS/SB 954 (Gruters)
TITLE: Recovery Residences	**LINKED BILLS:** None
SPONSOR(S): Owen	**RELATED BILLS:** None

Committee References

Human Services
12 Y, 5 N, As CS
➤
Intergovernmental Affairs
11 Y, 4 N, As CS
➤
Health & Human Services

SUMMARY

Effect of the Bill:

For operators whose recovery residences are voluntarily certified before July 1, 2025, the bill:

- Limits the ability of local governments to bar those certified recovery residences from operating in multifamily structures;
- Requires local governments to treat those recovery residences as a non-transient residential use of land under local zoning ordinances; and
- Prohibits local governments from regulating the duration or frequency of use of those certified recovery residences in a multifamily structure.

For certain Level IV certified recovery residences, the bill also eliminates staffing requirements when patients are not present, and increases the number of residents that a recovery residence administrator can oversee from 150 to 500 if the operator maintains a minimum 1:6 personnel-to-resident ratio when residents are present.

Fiscal or Economic Impact:

The bill does not have a fiscal impact on state or local government.

JUMP TO SUMMARY ANALYSIS RELEVANT INFORMATION BILL HISTORY

ANALYSIS

EFFECT OF THE BILL:

Recovery residences (also known as "sober homes" or "sober living homes") are non-medical residential settings designed to support recovery from substance use disorders, helping individuals transition from highly structured residential treatment programs back into their day-to-day lives and maintain their recovery. Florida has a voluntary certification program for recovery residences which classifies such residences into four levels of care, with Level IV being the most intense level.[1]

Zoning and Recovery Residences

Local governments' decisions on planning and zoning that affect recovery residences' siting has been the subject of controversy and ligation, both nationally and in Florida, over the last 30 years as recovery residences have become a more significant part of individuals' recovery. Currently, state law does not specifically address the siting of certified recovery residences. The bill limits the ability of local governments to bar certain certified recovery residences from being located in multifamily structures. Specifically, the bill requires, for recovery residences (residences) operated by providers that are voluntarily certified before July 1, 2025, that a municipality or county:

- Must consider those residences to be non-transient residential uses of land for local zoning purposes;

[1] S. 397.311, F.S., and ss. 397.487 – 397.4873, F.S.

- May not enact a law, ordinance, or regulation prohibiting certified residences or regulating the duration or frequency of use for such residences in multifamily structures;
- Must allow certified recovery residences in all districts zoned for multifamily residential use; and
- Must allow a structure originally constructed and permitted for multifamily purposes to be used as a certified recovery residence with up to two residents per bedroom, without obtaining a zoning or a land use change, a special exception, a conditional use approval, a variance, or a comprehensive plan amendment. (Section 1)

The bill specifies that the recovery residence must either not occupy or fully occupy a community or structure that is governed by a condominium association under ch. 718, F.S. (Section 1)

The bill includes exceptions to these requirements, permitting a municipality or a county to deny the establishment of a Level IV certified recovery residence if:

- The proposed use is adjacent to (meaning those properties sharing more than one point of a property line, but not including properties separated by a public road), or on two or more sides of, a parcel zoned for single-family residential use; and
- Is within a single-family residential development with at least twenty-five contiguous single-family homes. (Section 1)

Currently, until July 1, 2026, a local government may not enact an ordinance or regulation that further regulates the duration or frequency of a resident's stay in a certified recovery residence located within a multifamily zoning district.[2]

Staffing Requirements for Certified Recovery Residences

Current law specifies a minimum ratio of personnel-to-residents in certified recovery residences and maximum numbers of residents that a certified recovery residence administrator may supervise. Certain Level IV certified recovery residences may allow their certified recovery residence administrators to supervise a higher number of residents—up to 150.[3]

The bill also revises the staffing requirements for a Level IV certified recovery residence that operates as community housing, is actively managed by a certified recovery residence administrator, is approved for 100 residents, and is wholly owned or controlled by a licensed service provider. For residences meeting these requirements that actively manage up to 150 residents, the bill eliminates onsite supervision requirements when residents are not present. The bill further allows residences meeting these requirements to actively manage up to 500 residents provided that the administrator maintains a 1:6 personnel-to-resident ratio when residents are present. (Section 2)

The effective date of the bill is July 1, 2025. (Section 3)

FISCAL OR ECONOMIC IMPACT:

PRIVATE SECTOR:

The bill may expand opportunities for operators of recovery residences certified before the effective date of the act to open recovery residences where local government regulations have previously prohibited operation, particularly in multifamily structures. The bill may also benefit certain Level IV recovery residences, which will be subject to lower staffing requirements.

[2] S. 397.487(14), F.S.
[3] S. 497.4871(8), F.S.

RELEVANT INFORMATION

SUBJECT OVERVIEW:

Recovery Residences

Recovery residences (also known as "sober homes" or "sober living homes") are non-medical residential settings designed to support recovery from substance use disorders, helping individuals transition from highly structured residential treatment programs back into their day-to-day lives.[4] These may be cooperatively organized and run by residents or operated by for-profit or non-profit organizations.

Homes for individuals recovering from substance use disorder have existed in the U.S. since the mid-1800's, when the focus was on those chronically abusing alcohol; these homes were typically run by religious groups involved in the temperance movement or by privately-run "cure institutes". The modern version of these homes began in the mid-1960's, when homes promoting adherence to 12-step programs like Alcoholics Anonymous—which do not offer clinical or therapeutic services—began operating.[5]

According to the federal Substance Abuse and Mental Health Services Administration, "recovery housing can be a critical asset in supporting an individual on their journey of recovery. Research has demonstrated that recovery housing is associated with a variety of positive outcomes for residents including decreased substance use, reduced likelihood of return to use, lower rates of incarceration, higher income, increased employment, and improved family relationships."[6]

In Florida, a "recovery residence" means "a residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug-free living environment."[7] Day or night treatment is one of the state's licensable service components of clinical treatment services. This service is provided in a nonresidential environment with a structured schedule of treatment and rehabilitative services.[8] Some day or night treatment programs have a community housing component; day and night treatment programs with a community housing component are intended for individuals who can benefit from living independently in peer community housing while participating in treatment services at a day or night treatment facility for a minimum of 5 hours a day for a minimum of 25 hours per week.[9]

Recovery residences can be located in single-family homes and multifamily dwellings. There is no definition for "multifamily" in Florida law; however, the term generally refers to "a housing classification where multiple separate housing units for residential inhabitants are contained within one building or several buildings within one complex."[10] Examples are condominiums and apartment complexes. To live at a recovery residence, occupants may be required to pay a monthly fee or rent, which supports the cost of maintaining the home. The length of time a person lives at a recovery residence varies,[11] and there are no guidelines regarding lengths of stay.[12] Until July 1,

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[4] Douglas L. Polcin, Ed.D., MFT, and Diane Henderson, B.A., *A Clean and Sober Place to Live: Philosophy, Structure, and Purported Therapeutic Factors in Sober Living Houses,* 40(2) J Psychoactive Drugs 153–159 (June 2008).
[5] *To License a LULU: Scaling Preemption-Driven Responses to the Regulation of Recovery Homes*, 135 Harv. L. Rev. 733, 736 (2021) https://harvardlawreview.org/print/vol-135/a-license-a-lulu-scaling-preemption-driven-responses-to-the-regulation-of-recovery-homes/ (last visited March 30, 2025).
[6] Substance Abuse and Mental Health Services Administration, Best Practices for Recovery Housing, 2023, https://library.samhsa.gov/sites/default/files/pep23-10-00-002.pdf (last visited March 29, 2025).
[7] S. 397.311(39), F.S.
[8] S. 397.311(27)(a)2., F.S.
[9] S. 397.311(27)(a)3., F.S.
[10] Real Estate Industry: A Resource Guide, *Multifamily Real Estate*, Library of Congress Research Guides, https://guides.loc.gov/real-estate-industry-sources/residential/multifamily (last visited March 29, 2025).
[11] American Addiction Center, *Length of Stay at a Sober Living Home*, October 2022, available at https://americanaddictioncenters.org/sober-living/length-of-stay, (last visited March 30, 2025).
[12] Meenakshi S. Subbaraman, *Six-month length of stay associated with better recovery outcomes among residents of sober living houses,* 49 American Journal of Drug and Alcohol Abuse (Oct. 2023) https://www.tandfonline.com/doi/full/10.1080/00952990.2023.2245123#abstract (last visited March 29, 2025).

2026, a local government may not enact an ordinance or regulation that further regulates the duration or frequency of a resident's stay in a certified recovery residence located within a multifamily zoning district.[13]

Regulation of Recovery Residences in Florida

The Florida Model of Substance Abuse Treatment and Legislative Response

Recovery residences started to proliferate in Florida as insurance coverage for behavioral health conditions expanded after the enactment of the Affordable Care Act in 2008 and the Mental Health Parity and Addiction Equity Act of 2012.[14] The opioid crisis created a demand for addiction recovery services, and the housing crash of the late 2000's made purchasing and renting homes generally more affordable. The "Florida model" emerged, where after the first stages of detoxification and inpatient treatment, an individual enters intensive outpatient or day treatment services while residing in a recovery residence.[15]

While substance abuse treatment services require state licensure, at that time there was no legislatively-authorized method of ensuring quality in recovery residences. While many individuals undergoing treatment in Florida found long-term recovery, this situation led to relapse, human trafficking, and even death for others. According to the 2017 report from the Palm Beach County Sober Homes Task Force, "young adults with a substance use disorder are being marketed to Florida's recovery residences, also known as sober homes, and substance abuse treatment providers by the thousands, and many in this vulnerable class are being exploited and abused. The lack of effective oversight of this industry, especially in the private sector, has allowed bad actors to flourish, significantly contributing to the rising death toll."[16] This was a particularly significant issue in Palm Beach County and other jurisdictions in South Florida.

In 2013, the Department of Children and Families (DCF) conducted a study of recovery residences in Florida.[17] DCF sought public comment relating to community concern for recovery residences. Three common concerns were the safety of the residents, safety of the neighborhoods, and lack of governmental oversight.[18] Participants at public meetings listed many concerns, such as:

- Residents being evicted with little or no notice;
- Drug testing might be a necessary part of compliance monitoring;
- Unscrupulous landlords, including an alleged sexual offender who was running a woman's program;
- Residents dying in recovery residences;
- Lack of regulation and harm to neighborhoods;
- Whether state agencies have the resources to enforce regulations and adequately regulate these homes; and
- Land use problems, and nuisance issues caused by visitors at recovery residences, including issues with trash, noise, fights, petty crimes, substandard maintenance, and parking.

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[13] S. 397.487(14), F.S.

[14] Palm Beach County Sober Homes Task Force, *Identification of Problems in the Substance Abuse Treatment and Recovery Residence Industries with Recommended Changes to Existing Laws and Regulations,* Jan. 1, 2017, https://sa15.wpenginepowered.com/wp-content/uploads/Sober-Homes-Task-Force-Report-2017.pdf (last visited March 29, 2025).

[15] Douglas Polcin, et al, *Maximizing Social Model Principles in Residential Recovery Settings*, Journal of Psychoactive Drugs, Nov 2014, https://pmc.ncbi.nlm.nih.gov/articles/PMC4220294/ (last visited March 29. 2025).

[16] Palm Beach County Sober Homes Task Force, *supra* note 14, at 1.

[17] Ch. 2013-040, L.O.F. The 2013-2014 General Appropriations Act directed DCF to determine whether to establish a licensure/registration process for recovery residences and to provide the Governor and Legislature with a report on its findings. In its report, DCF was required to identify the number of recovery residences operating in Florida, identify benefits and concerns in connection with the operation of recovery residences, and the impact of recovery residences on effective treatment of alcoholism and on recovery residence residents and surrounding neighborhoods. DCF was also required to include the feasibility, cost, and consequences of licensing, regulating, registering, or certifying recovery residences and their operators. DCF submitted its report to the Governor and Legislature on October 1, 2013.

[18] *Recovery Residence Report*, Department of Children and Families, Office of Substance Abuse and Mental Health, October 1, 2013, available at https://www.myflfamilies.com/sites/default/files/2022-12/DCFProvisoRpt-SoberHomes.pdf (last visited on March 29, 2025).

The 2015 Legislature responded by establishing a voluntary certification program for recovery residences and recovery residence administrators, implemented by private credentialing entities.[19] This means that recovery residences can continue to operate without being certified, but certification offers advantages to recovery residence operators.

Certification of Recovery Residences and Recovery Residence Administrators

In Florida, a "certified recovery residence" is a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator.[20] While certification is voluntary, a recovery residence must be certified to accept or receive patient referrals from licensed treatment providers or existing recovery residences.[21]

Under the certification program, two DCF-approved credentialing entities administer certification programs and issue certificates: the Florida Association of Recovery Residences (FARR) certifies the recovery residences and the Florida Certification Board (FCB) certifies recovery residence administrators.[22]

Certified Recovery Residences

As the credentialing entity for recovery residences in Florida, FARR administers certification, recertification, and disciplinary processes as well as monitors and inspects recovery residences to ensure compliance with certification requirements. FARR is also authorized to deny, revoke, or suspend a certification, or otherwise impose sanctions, if recovery residences are not in compliance or fail to remedy any deficiencies identified. However, any decision that results in an adverse determination is reviewable by DCF.[23]

To be certified, a recovery residence must submit the following documents with an application fee to FARR:[24]

- A policy and procedures manual containing:
  - Job descriptions for all staff positions;
  - Drug-testing procedures and requirements;
  - A prohibition against use on the premises of alcohol, marijuana (including marijuana that has been certified by a qualified physician for medical use in accordance with s. 381.986, F.S.); illegal drugs, and the use of prescribed medications by an individual other than the individual for whom the medication is prescribed;
  - Policies to support a resident's recovery efforts; and
  - A good neighbor policy to address neighborhood concerns and complaints;
- Rules for residents;
- Copies of all forms provided to residents;
- Intake procedures;
- Sexual predator and sexual offender registry compliance policy;
- Relapse policy;
- Fee schedule;
- Refund policy;
- Eviction procedures and policy;
- Code of ethics;
- Proof of insurance;
- Proof of background screening; and

[19] Ch. 2015-100, L.O.F.
[20] S. 397.311(5), F.S.
[21] S. 397.4873(1), F.S.
[22] DCF, *Recovery Residence Administrators and Recovery Residences,* available at https://www.myflfamilies.com/services/samh/recovery-residence-administrators-and-recovery-residences (last visited March 29, 2025).
[23] S. 397.487(8)(f), F.S.
[24] S. 397.487(3)(a), F.S.

- Proof of satisfactory fire, safety, and health inspections.

If the owner, director, or chief financial officer of a certified recovery residence is arrested and awaiting disposition for or found guilty of, or enters a plea of guilty or nolo contendere to, any offense prohibited under s. 435.04(2), F.S., unless DCF has issued an exemption, the certified recovery residence must immediately remove the person from the person's position and notify the credentialing entity within three business days after that removal. If the recovery residence fails to do so, the credentialing entity must revoke the recovery residence's certificate of compliance.[25]

Current law requires DCF to publish a list of all certified recovery residences and recovery residence administrators on its website.[26] There are currently more than 750 certified recovery residences statewide, with 244 of this total classified as level IV.[27]

Certified Recovery Residence Administrators

The FCB administers certification, certification exams, recertification, code of ethics and disciplinary processes, and continuing education requirements. It also establishes core competencies for certified recovery residence administrators (CRRAs).[28] The FCB may also deny, suspend or revoke a recovery residence administrator's certification for noncompliance.[29]

CRRAs are individuals responsible for the overall management of a recovery residence, as well as the supervision of residents and staff.[30] Prior to obtaining certification, CRRA applicants must successfully undergo a level 2 background screening pursuant to ch. 435, F.S.[31] Additionally, the FCB currently requires CRRAs to:[32]

- Hold at least a high school diploma, GED, or equivalent;
- Complete 100 total clock hours of content specific training, as follows:
  - Recovery Residence Operations and Administration: 20 hours;
  - Maintaining the Physical Residence: 20 hours;
  - Resident Screening and Admission: 10 hours;
  - Resident Recovery Support: 30 hours; and
  - Legal, Professional and Ethical Responsibilities: 20 hours.
- Complete 1,000 hours of work and/or volunteer related experience providing recovery residence administrator, manager or closely-aligned residential management services within a recovery residence setting;
- Undergo 10 hours of on-the-job supervision of the applicant's performance of related recovery residence administrator, manager, or residential management services within a recovery residence setting;
- Obtain three professional letters of recommendation;
- Pass an exam administered by the FCB;
- Complete 10 hours of continuing education annually; and
- Apply for certification renewal annually.

Current law requires a recovery residence to immediately remove a CRRA and notify the credentialing entity within three business days after the removal, if the CRRA is arrested for, found guilty of, or enters a plea of guilty or

[25] S. 397.487(8)(d), F.S.
[26] S. 397.4872, F.S. Also see DCF, *Recovery Residence Administrators and Recovery Residences*, available at https://www.myflfamilies.com/services/samh/recovery-residence-administrators-and-recovery-residences, (last visited March 29, 2025).
[27] Department of Children and Families, Bill Analysis for House Bill 1163, Feb. 24, 2025, p. 4.
[28] S. 397.4871, F.S.
[29] *Id.*
[30] Florida Certification Board (FCB), *Certified Recovery Residence Administrator (CRRA),* available at https://flcertificationboard.org/certifications/certified-recovery-residence-administrator/ (last visited March 29, 2025).
[31] S. 397.4871(5), F.S.
[32] FCB, *Certification Guidelines: Credential Standards and Requirements Table: Certified Recovery Residence Administrator (CRRA)*, p. 4-5, available at https://flcertificationboard.org/wp-content/uploads/CRRA-Standards-and-Requirements-Tables-January-2020.pdf (last visited March 29, 2025).

nolo contendere to, regardless of adjudication, any offense prohibited under s. 435.04(2), F.S., while acting in capacity. The recovery residence has 90 days to retain another CRRA or be subject to revocation of its certification.[33]

Staffing Requirements for Certified Recovery Residences

A CRRA may actively manage up to 50 residents at any given time, though may manage up to 100 residents if written justification is provided to, and approved by, the credentialing entity as to how the administrator is able to effectively and appropriately respond to the needs of the residents, maintain residence standards, and meet the residence certification requirements.[34] CRRAs at certain Level IV certified recovery residences (those operating as community housing as defined in s. 397.311(9), F.S., which residence is actively managed by a certified recovery residence administrator approved for 100 residents under this section and is wholly owned or controlled by a licensed service provider) are allowed to actively manage up to 150 residents provided certain conditions are met:

- The licensed service provider maintains a service provider personnel-to-patient ratio of 1 to 8;
- Maintains onsite supervision at the residence 24 hours a day, 7 days a week; and
- Has a personnel-to-resident ratio of 1 to 10. [35]

Recovery Residence Levels of Support

Section 397.311(5), F.S., establishes a four level-classification of certified recovery residences, with Level IV being the most intense level of support. The levels include:

- **Level I**—houses individuals in recovery who have completed treatment, with a minimum of 9 months of sobriety. A Level I certified recovery residence is democratically run by the members who reside in the home.
- **Level II**—encompasses the traditional perspectives of sober living homes. There is oversight from a house manager who has experience with living in recovery. Residents are expected to follow rules outlined in a resident handbook provided by the certified recovery residence administrator. Residents must pay dues, if applicable, and work toward achieving realistic and defined milestones within a chosen recovery path.
- **Level III**—offers higher supervision by staff with formal training to ensure resident accountability. Such residences are staffed 24 hours a day, 7 days a week, and offer residents peer-support services, which may include, but are not limited to, life skill mentoring, recovery planning, and meal preparation. Clinical services may not be performed at the residence. Such residences are most appropriate for persons who require a more structured environment during early recovery from addiction.
- **Level IV**—is a residence offered, referred to, or provided by, a licensed service provider to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. Such residences are staffed 24 hours a day and combine outpatient licensable services with recovery residential living. Residents are required to follow a treatment plan and attend group and individual sessions, in addition to developing a recovery plan within the social model of living in a sober lifestyle. No clinical services are provided at the residence and all licensable services are provided offsite.

Local Government Land Use Regulation

Comprehensive Plans

Each county and municipality must plan for future development and growth by adopting, implementing, and amending as necessary a comprehensive plan.[36] Comprehensive plans are implemented through land development regulations and elements.[37] Each comprehensive plan contains elements that address future land use, housing,

[33] S. 397.4871(6)(b), F.S.
[34] *Id.*
[35] S.397.4871(8)(b) and (c), F.S.
[36] Ss. 163.3167(2), 163.3177(2), F.S.
[37] S. 163.3167(1)(c), F.S.

transportation, infrastructure, coastal management, conservation, recreation and open space, intergovernmental coordination, and capital improvements.

All elements of a plan or plan amendment must be based on relevant, appropriate data[38] and an analysis by the local government.[39] The data supporting a plan or amendment must be taken from professionally accepted sources.[40] The plan must be based on permanent and seasonal population estimates and projections published by the Office of Economic and Demographic Research or generated by the local government based upon a professionally acceptable methodology.[41] The analysis by the local government may include, but is not limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the comprehensive plan or plan amendment.[42]

Land Development Regulations

Comprehensive plans are implemented via land development regulations. Each county and municipality must adopt and enforce land development regulations, such as zoning or other housing-related ordinances, that are consistent with and implement their adopted comprehensive plan.[43] Additionally, all public and private development, including special district projects, must be consistent with the local comprehensive plan.[44]

Zoning

Zoning maps and zoning districts are adopted by a local government for developments within each land use category or sub-category. While land uses are general in nature, one or more zoning districts may apply within each land use designation.[45] Examples of major types of zoning often used in local jurisdictions include:[46]

- **Residential**—an area of single-family or multifamily dwellings where businesses may or may not also be located. The zone could be subdivided into areas specifically for multiple-unit dwellings, high-rise apartments, and redevelopment.
- **Commercial**—a zone specifically for commercial businesses. It may be subdivided into areas for small retail, large retail, offices, lodging and other uses.
- **Mixed Residential-Commercial**—also called Mixed-Use, this zoning permits a combination of complementary residential, commercial and/or industrial uses in a single district.
- **Industrial**—an area for industry or manufacturing. Businesses here specialize in the manufacture of industrial products and the provision of services for industrial manufacture. This zone may be subdivided into areas for heavy manufacturing, light assembly and warehouses.
- **Special**—an area that includes other specialized properties such as power plants, sports complexes, airports, and shopping malls.

Common regulations within the zoning map districts include density[47], height and bulk of buildings, setbacks, and parking requirements. Regulations for a zoning category in a downtown area may allow for more density and height than allowed in a suburb, for instance. Exceptions to zoning rules are known as variances. Local

[38] "To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue." S. 163.3177(1)(f), F.S.
[39] S. 163.3177(1)(f), F.S.
[40] S. 163.3177(1)(f)2., F.S.
[41] S. 163.3177(1)(f)3., F.S.
[42] S. 163.3177(1)(f), F.S.
[43] S. 163.3202, F.S.
[44] See ss. 163.3161(6) and 163.3194(1)(a), F.S.
[45] Indian River County, General Zoning Questions, available at https://indianriver.gov/services/community_development/faq.php#faq-questions-33 (last visited March 29, 2025).
[46] Tulane University Law School, The Basics of Land Use and Zoning Law, https://online.law.tulane.edu/blog/land-use-and-zoning-law (last visited March 30, 2025).
[47] "Density" means an objective measurement of the number of people or residential units allowed per unit of land, such as residents or employees per acre. See s. 163.3164(12), F.S.

governments grant these to applicants to address a problem due to the nature of a specific property or to meet a unique need that would not be harmful to the public interest.[48]

Transient Public Lodging Establishments

Section 509.013, F.S., defines "public lodging establishment". A public lodging establishment can be either transient or non-transient. A public lodging establishment is non-transient if the periods of rental to guests are 30 days or a month or more in length. Examples of facilities excluded from the definition of "public lodging establishment" are:

- Any facility certified or licensed and regulated by the Agency for Health Care Administration or the Department of Children and Families or other similar place regulated under s. 381.0072, F.S., and
- Any roominghouse, boardinghouse, or other living or sleeping facility that may not be classified as a hotel, motel, timeshare project, vacation rental, non-transient apartment, bed and breakfast inn, or transient apartment under s. 509.242, F.S.[49]

The Division of Hotels and Restaurants within the Department of Business and Professional Regulation is charged with enforcing the provisions of ch. 509, F.S., and all other applicable laws relating to the inspection and regulation of public lodging establishments and public food service establishments for the purpose of protecting the public health, safety, and welfare. Thus, the division determines which establishments qualify as public lodging establishments.

Under s. 509.032, F.S., a local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals, excepting certain local laws, ordinances, or regulations that were grandfathered in.

Zoning and Recovery Residences

As local governments determine their own zoning regulations, regulations vary within a jurisdiction's zoning map districts. Additionally, since the physical buildings that may be used as recovery residences vary in size and other elements and may be located in different zoning map districts, the requirements that may apply to a building that may be used as a recovery residence can differ both among jurisdictions and even from street to street within a jurisdiction.

While local governments determine these regulations, enacting them by local ordinance, regulations must comply with federal and state law and regulation. The Fair Housing Act and the Americans with Disabilities Act are two federal laws that circumscribe local government authority regarding zoning affecting recovery residences.

Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits discrimination against individuals with disabilities.[50] The ADA requires broad interpretation of the term "disability" so as to include as many individuals as possible under the definition.[51] The ADA defines disability as a physical or mental impairment that substantially limits one or more major life activities.[52] Disability also includes individuals who have a record of such impairment, or are regarded as having such impairment.[53] The phrase "physical or mental impairment" includes, among others[54], drug addiction

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[48] Tulane University Law School, *supra* note 46.

[49] Section 509.242, F.S., establishes classifications for public lodging establishments. These include hotels, motels, vacation rentals, nontransient apartment, transient apartment, bed and breakfast inn, and timeshare project. A "transient apartment" is defined as "a building or complex of buildings in which more than 25 percent of the units are advertised or held out to the public as available for transient occupancy."

[50] 42 U.S.C. s. 12101. This includes prohibition against discrimination in employment, state and local government services, public accommodations, commercial facilities, and transportation. U.S. Department of Justice, *Law, Regulations & Standards*, available at http://www.ada.gov/2010_regs.htm (last visited March 29, 2025).

[51] 42 U.S.C. s. 12102.

[52] *Id.*

[53] *Id.*

and alcoholism.[55] However, this only applies to individuals in recovery as ADA protections are not extended to individuals who are actively abusing substances.[56]

Fair Housing Amendment Act

The Fair Housing Amendment Act of 1988 (FHA) prohibits housing discrimination based upon an individual's handicap.[57] A person is considered to have a handicap if he or she has a physical or mental impairment which substantially limits one or more of his or her major life activities.[58] This includes individuals who have a record of such impairment, or are regarded as having such impairment.[59] Drug or alcohol addiction are considered to be handicaps under the FHA.[60] However, current users of illegal controlled substances and persons convicted for illegal manufacture or distribution of a controlled substance are not considered handicapped under the FHA.

Based on these federal laws in particular, local governments' decisions on zoning that affects recovery residences' siting has been the subject of significant ligation, both nationally and in Florida, over the last 30 years.[61] Recovery residences' suits have alleged that some local governments have structured their zoning regulation to keep the residences from being able to operate, in response to citizens' concerns about possible detrimental effects to quality of life and property values, in violation of federal law. Local governments point to high costs of emergency response services, poor service quality impeding recovery and impacting health and safety of individuals in recovery living in the residences, and negative impacts on neighborhoods where recovery residences are in high concentration or operated by bad actors.

Federal law requires reasonable accommodations when zoning would exclude individuals with disabilities from housing in a community.[62] According to a joint federal Department of Justice and Department of Housing and Urban Development statement, "reasonable accommodation" is "a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others may sometimes deny them an equal opportunity to use and enjoy a dwelling."[63]

However, there are also legitimate government interests that a local jurisdiction can seek to achieve through its planning and zoning.[64] Additionally, local governments are not required to grant accommodations when they

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[54] 28 C.F.R. s. 35.108(b). The phrase physical or mental impairment includes, but is not limited to, such contagious and noncontagious diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, specific learning disabilities, HIV disease (whether symptomatic or asymptomatic) and tuberculosis.
[55] 28 C.F.R. s. 35.108(b).
[56] 28 C.F.R. s. 35.131.
[57] 42 U.S.C. § 3604. Similar protections are also afforded under the Florida Fair Housing Act, s. 760.23, F.S., which provides that it is unlawful to discriminate in the sale or rental of, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap of a person residing in or intending to reside in that dwelling after it is sold, rented, or made available. The statute provides that "discrimination" is defined to include a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to such person equal opportunity to use and enjoy a dwelling.
[58] 42 U.S.C. § 3602(h).
[59] *Id.*
[60] Oxford House, Inc. v. Town of Babylon, 819 F. Supp. 1179, 1182 (E.D.N.Y. 1993).
[61] See *Recovery Residence Report*, DCF, *supra* note 18, beginning at 10, for cases up until 2013.
[62] Daniel Lauber, *Reforming State and Local Zoning for Community Residences for People With Disabilities and for Recovery Communities* (2024), p. 150, https://sa15.wpenginepowered.com/wp-content/uploads/Florida_Study_CR_and_RC_Report_2024.pdf, (last visited March 30, 2025).
[63] Department of Justice and Department of Housing and Urban Development, *State and Local Land Use Laws and Practices and the Application of the Fair Housing Act,* Nov. 10, 2016, p. 8, https://www.justice.gov/opa/file/912366/dl, (last visited March 30, 2025).
[64] Lauber, *supra* note 62, at 150-151. Examples of such interests cited in this source include assuring that the health and safety needs of the occupants with disabilities are met, and facilitating the essential core characteristics of community residences of emulating a family, normalization, community integration, and the use of neighbors without disabilities as role models.

would impose an undue financial and administrative burden on the local government or fundamentally alter the essential nature of the locality's zoning scheme.[65]

RECENT LEGISLATION:

YEAR	BILL #	HOUSE SPONSOR(S)	SENATE SPONSOR	OTHER INFORMATION
2024	CS/CS/CS/HB 1065	Caruso	Harrell	Chapter No. 2024-176

BILL HISTORY

COMMITTEE REFERENCE	ACTION	DATE	STAFF DIRECTOR/ POLICY CHIEF	ANALYSIS PREPARED BY
Human Services Subcommittee	12 Y, 5 N, As CS	4/1/2025	Mitz	Curry
THE CHANGES ADOPTED BY THE COMMITTEE:	Removes bill provisions pertaining to: • License application; • Licensure processes; • Denial, suspension, and revocation of licenses; • State preemption; and • Creation of a substance abuse and recovery resident efficiency committee.			
Intergovernmental Affairs Subcommittee	11 Y, 4 N, As CS	4/9/2025	Darden	Jones
THE CHANGES ADOPTED BY THE COMMITTEE:	• Specifies that a recertified recovery residence must either not occupy or fully occupy a community or structure governed by a condominium association.			
Health & Human Services Committee				

THIS BILL ANALYSIS HAS BEEN UPDATED TO INCORPORATE ALL OF THE CHANGES DESCRIBED ABOVE.

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[65] HUD/DOJ, *supra* note 63, at 8.

LDCT-2025-22 - Recovery Residences

Menu Reports Help

Application Name: Recovery Residences

File Date: 09/22/2025

Application Type: BOCC-LDC Text Change

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: Recovery Residences

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
POLK COUNTY		Applicant	Mailing, 330 W Church ...	Active
POLK COUNTY		Engineer	Mailing, 330 W Church ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

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

Application Type
Government Project

Variance Type
–

Brownfields Request
–

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
–

Will This Project Be Phased

Acreage
0

DRC Meeting
10/09/2025

DRC Meeting Time
9:45 AM

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
11/05/2025

BOA Hearing Date
–

1st BOCC Date
12/02/2025

2nd BOCC Date
12/16/2025

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	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-REC25-00000-014GW	DIGITAL PROJECTS LD	
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
No	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	Yes
Activate FSA	**DigitalSigCheck**	
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 ...	09/22/2025	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	10/13/2025	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	09/24/2025	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	09/22/2025	Kim Turner
Planning Review	Aleya Inglima	Approve	09/24/2025	Aleya Inglima
School Board Review	School District	Not Required	09/22/2025	School District
Review Consolidation	Lyndsay Rathke	Approved for...	10/13/2025	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

ALEYA INGLIMA, PLANNER II

Phone: (863) 534-6764
aleyainglima@polk-county.net

330 W. Church Street
P.O. Box 9005, Drawer GM03
Bartow, Fl 33831

EDUCATION

BS University of Central Florida, Orlando, FL — August 2021
Bachelor of Science in Environmental Studies

University of Florida, Gainesville, FL — January 2024 – Present
Master of Urban and Regional Planning (MURP)

EXPERIENCE

Planner II, Land Development Division, Polk County BoCC — June 2023 – Present

Planner I, Land Development Division, Polk County BoCC — May 2022 – June 2023

Geographic Information Systems Technician,
Utilities Division, Polk County BOCC — November 2021 – May 2022

Veterinary Assistant, Lakeland Veterinary Hospital
and Wellness Center — October 2018 – May 2019

CERTIFICATIONS

Geographic Information Systems (GIS) Certificate,
University of Central Florida — August 2021

SKILLS

ArcGIS Pro, ArcGIS Survey 123, ArcGIS Field Maps, ArcGIS Collector, ArcMap, Microsoft Word, Microsoft Power Point, Accela, Legistar

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

Polk County

Board of County Commissioners

Agenda Item O.1. 12/16/2025

SUBJECT

Public Hearing (LDCD-2025-6 Hamilton Road Sub-district) (Adoption Hearing) to consider the adoption of a sub-district change from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2) to allow for outdoor storage. (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated request for property located South of Drane Field Road, North of Medulla Road, East of County Line Road, West of the City of Lakeland in Section 6, Township 29, Range 23.

State law requires one Planning Commission hearing, which was held on November 5, 2025, with a recommendation for approval by a 7:0 vote.

RECOMMENDATION

Approve

FISCAL IMPACT

No Fiscal Impact

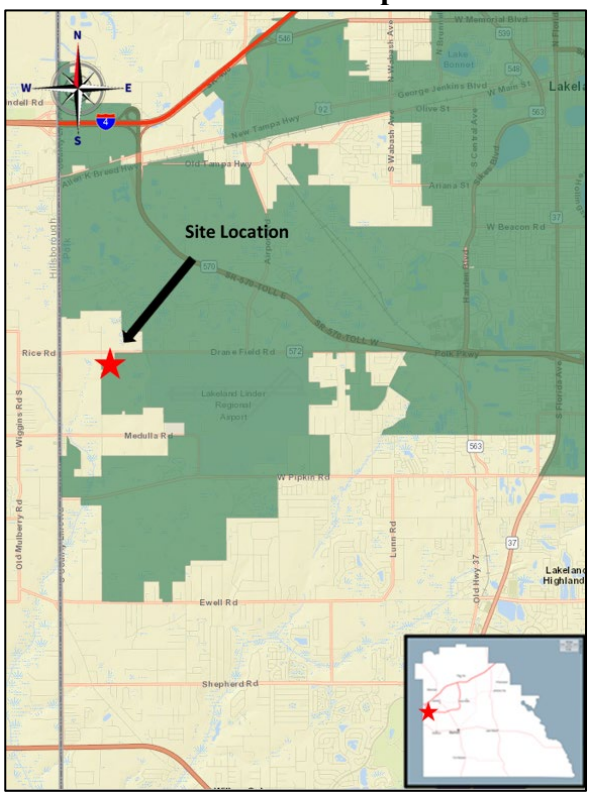
CONTACT INFORMATION

Aleya Inglima, Planner II
Land Development Division
(863) 534-6764
aleyaperreira@polkfl.gov

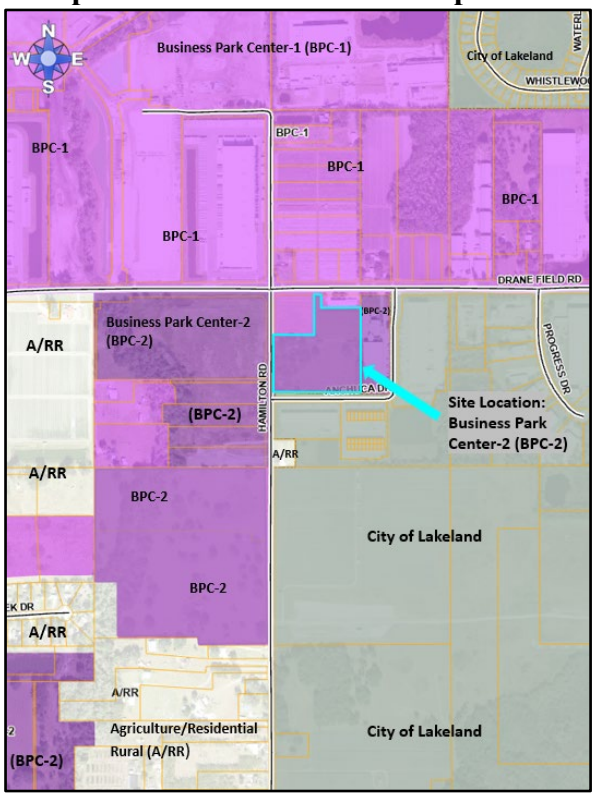
POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	August 28, 2025
Planning Commission Date:	November 5, 2025
BoCC Dates:	December 16, 2025
Applicant:	Bart Allen, Peterson & Myers, P.A.
Level of Review:	Level 4 Review, Sub-district Change
Case Number and Name:	LDCD-2025-6 (Hamilton Road Sub-district)
Request:	Future Land Use Map sub-district change from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2) to allow for outdoor storage.
Location:	South of Drane Field Road, North of Medulla Road, East of County Line Road, West of the City of Lakeland in Section 6, Township 29, Range 23.
Property Owner:	Ruthven Green LLC
Parcel Size:	232906-000000-013010 (+/- 8.1 acres)
Development Area:	Urban Growth Area (UGA)
Future Land Use:	Business Park Center-1 (BPC-1)
Nearest Municipality	City of Lakeland
DRC Recommendation:	Approval
Planning Commission Vote:	7-0 Approval
Case Planner:	Aleya Inglima, Planner II

Location Map



Proposed Land Use District Map



Summary:

This is an applicant-initiated Future Land Use Map sub-district change for 8.1+/- acres from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2) on the Future Land Use Map.

Compatibility Summary

The subject site is surrounded by BPC-1 to the north and BPC-2 to the west and east, and the City of Lakeland limits to the south. The properties in the area are warehouses and are used for industrial purposes for Lakeland International Airport.

The City of Lakeland has completed a sector plan for this area as a guide to growth. Policy 4.102-A13: City of Lakeland Sector Planning Program states that the sector plans are to be used as a shared resource and guide for planning efforts. The SW Lakeland Sector Plans displays the general vision for this area as business park.

LDCD-2025-3 (Hamilton Road Sub-district) was approved on October 21, 2025, by the Board of County Commissioners for a Future Land Use Map sub-district change from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2) to allow for outdoor storage.

Infrastructure Summary

Infrastructure is made of public safety, the school public system, utilities, and the accessed roadways. The City has the capacity to serve water and wastewater for the subject site. Public safety services (Fire, EMS, and Sheriff) are available in this area as shown on Table 2 of this staff report. This change will not increase demands on these services.

The subject site has road frontage on Hamilton Road. Hamilton Road is a local commercial road with 20 feet of pavement and available road capacity (Level of Service or concurrency).

Environmental Summary

The proposed request is not anticipated to have a negative impact upon the environmental features present on site. The development is existing and was designed in accordance with the Southwest Florida Water Management District and Polk County requirements to help address any potential alterations to wetlands and floodplain areas. This request is to allow outdoor storage.

Comprehensive Plan

Listed below are the relevant sections of the Comprehensive Plan that are applicable to this request:

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.105(A1-A5): Urban-Growth Areas
- Section 2.113B(B1-B5): Business Park Center
- Section 2.124-B Airport-Impact Districts

Findings of Fact

Request and Legal Status

- LDCD-2025-6 is an applicant-initiated request for a Level 4 Subdistrict change to designate approximately 8.1 +/- acres from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2).

- The site is currently under construction for a new warehouse (BC-2025-1149). The approval is to allow for outdoor storage.

- POLICY 2.105-A1 Description - Urban-Growth Areas, states that UGAs 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 2.113-B1 states that "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."

Compatibility

- The Comprehensive Plan defines Compatibility in Section 4.400 as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

- The subject site is surrounded by the City of Lakeland to the south; BPC-1 to the north; and BPC-2 to the west and east.
- The City of Lakeland has completed a sector plan for this area as a guide to growth. Policy 4.102-A13: City of Lakeland Sector Planning Program states that the sector plans are to be used as a shared resource and guide for planning efforts. The SW Lakeland Sector Plans displays the general vision for this area as business park

Infrastructure

- The schools which would serve the subject site are Southwest Elementary, Sleepy Hill Middle and George Jenkins Senior High School.

- Both fire and ambulance response to this address is primarily from Polk County Fire Rescue Station 2, 2523 Ewell Rd, Lakeland. The travel distance is 5.7 miles. Last year, Polk County Fire Rescue entered into an Automatic Aid Agreement with the City of Lakeland to provide first alarm fire assistance to this area. Their closest fire station is Lakeland Fire Station Number 7, 3150 Drane Field Rd, Lakeland. Their travel distance is 2.7 miles. Over the last five years, there have been no responses to this address. Responses to this vicinity have averaged between 12 and 15 minutes.

- Sheriff's response to the site is served by the Southwest District, located at 4120 US 98 South, Lakeland. The response times for August 2025 were: Priority 1 – 8:55 minutes, Priority 2 – 26:47 minutes.

- Potable water and wastewater services are available to the subject site by the City of Lakeland.

- The subject property has road frontage on Hamilton Road and Drane Field Road. Hamilton Road is a local commercial road.

- The nearest park facilities and environmental lands are Alafia River Reserve, seven miles south of the site.

Environmental

- The subject property does not have wetlands or floodplains.

- The subject site is made up of Tavares Fine Sand, Fort Meade Sand, and Zolo Fine Sand. Both Tavares and Zolo fine sands are well drained and not limited as site development. The site is approximately 27.2% Tavares fine sand, 66.5% Fort Meade sand, and 6.2% Zolo fine sand.

- According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is not within an area of protected species and habitat observations.

- The subject site is located near Lakeland Linder Airport.

- The site is not within a Wellfield-Protection District.

- According to a preliminary report from the Secretary of State's Department of Historical Resources Florida Master Site File, there are no archeological sites on the subject property.

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.

- According to POLICY 2.113-B1 of the Polk County Comprehensive Plan, 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."

- POLICY 2.113-B3: Location Criteria - States that "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-B4: 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 and as required if within a Nutrient Restoration Plan Overlay.

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 FAR in the RDA may be increased to 0.75 when connection to public water and sewer is available and within a half mile of a transit route. 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.

- OBJECTIVE 2.124-B (Airport Impact Districts): The Polk County Plan shall provide for aviation-compatible land uses around airports licensed for public use, by limiting or restricting

incompatible land uses and activities, as defined by the Polk County Airport Zoning Regulations of the Joint Airport Zoning Board (JAZB), consistent with the objectives and policies of the Transportation Element, Section 3.200.

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 (DRC) finds that the request for Business Park Center-2 (BPC-2) **IS compatible** with the surrounding land uses and general character of the area and **IS consistent** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the DRC recommends **APPROVAL** of the BPC-2 sub district for **LDCD-2025-6.**

GENERAL NOTES

NOTE: This staff report was prepared without the benefit of testimony and evidence submitted by the public and other 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.

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

This site is located in the Urban Growth Area (UGA). UGAs complement the TSDA in guiding growth, while promoting orderly and compact development; are located contiguous to the TSDAs or a municipality as they represent the expansion areas; are supported by existing or planned urban type services that are programmed for the 20-year planning horizon; and are those

areas where the availability of infrastructure and other community facilities and services, including, but not limited to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density and intensity compact, mixed use development in close proximity to the development in the adjacent TSDAs. The change to BPC-2 is to allow outdoor storage. It is surrounded by BPC-2.

B. Infrastructure:

According to Comprehensive Plan POLICY 2.102-A1: DEVELOPMENT LOCATION, "Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities."

The subject properties are located in the Urban Growth Area (UGA) and the subject site is already being constructed. There is public water adjacent to the site, with sewer located nearby. The development will not affect school capacity. This change will not increase the demand placed upon services.

The following table provides a reference point for notable and pertinent Future Land Use Map districts and existing land uses.

Table 1

Northwest Business Park (BPC-1) Warehouse	**North** Business Park (BPC-1) Agriculture	**Northeast** Business Park (BPC-1) Agriculture
West Business Park (BPC-2) Vacant	**Subject Site** Business Park (BPC-1) Warehouse	**East** Business Park (BPC-2) Light manufacturing
Southwest Business Park (BPC-2) Vacant	**South** City of Lakeland	**Southeast** City of Lakeland

Nearest and Zoned Elementary, Middle, and High School

The schools zoned for the subject property include those listed in the table below. The zoned schools all have capacity. BPC does not have residential development. Therefore, this request is not anticipated to have an impact to the school system.

Table 2: School Information

School	Annual Estimated Demand	Distance from Subject Site	School Capacity (including portables)
Southwest Elementary	0	8 miles	56%
Sleepy Hill Middle	0	10 miles	87%
George Jenkins High	0	10 miles	89%

Source: Polk County School Board website

Nearest Sheriff, Fire, and EMS Station

Polk County Fire Rescue provides Advanced Life Support transport to all residents and visitors of Polk County. Emergency response is considered effective if response times are within eight (8) minutes in rural and suburban areas and 13 minutes in urban areas.

Sherriff response times are not as much a function of the distance to the nearest sheriff's substation rather more a function of the overall number of patrol officers within the County. Priority 1 Calls are considered true emergencies, in-progress burglary, robbery, injuries, etc. Priority 2 Calls refer to events that have already occurred, such as a burglary that occurred while the homeowner was on vacation and had just been discovered.

Table 3 provides a breakdown of response times and travel distances for emergency services.

Table 3 Public Safety Information

	Name of Station	**Distance**	**Response Time***
Sheriff	Southwest District, located at 4120 US 98 South, Lakeland	±12 miles	P1: 8:55 minutes P2: 26:47 minutes
Fire/ EMS	Lakeland Fire Station Number 7, 3150 Drane Field Rd, Lakeland	±2.7 miles	12 minutes

*Source: Polk County Sheriff's Office and Public Safety *Response times are based on when the station receives the call and not from when the call is made to 911.*

Water and Wastewater

Because development is in the Urban Growth Area, it is required to connect to public water and sewer facilities.

A. Estimated Demand

The subject is within the City of Lakeland's water and wastewater service area. The Comprehensive Plan (Policy 2.109 A1) permits BPC to achieve an FAR of 150%. However, this can only be achieved via a Planned Development. Development in the BPC throughout the County has not achieved an FAR above 75% to date.

Table 4 Estimated Water and Sewer Impact Analysis

Permitted Intensity (8.1 acres)	**Current Land Use designation BPC-1**	**Maximum Permitted Use in Proposed BPC-2**
Current Maximum Allowable Use	8.1 acres x 43,560 sq. ft. x 0.75 Floor Area Ratio (FAR) = 264,627 sq. ft.	**8.1 acres x 43,560 sq. ft. x 0.75 Floor Area Ratio (FAR) = 264,627 sq. ft.**
Potable Water Consumption	264,627 sq. ft. x 0.24 GPD = 63,510 GPD	264,627 sq. ft. x 0.24 GPD = 63,510 GPD
Wastewater Generation	63,510 GPD. x 0.8 GPD = 50,808 GPD	63,510 GPD. x 0.8 GPD = 50,808 GPD

GPD – Gallons Per Day; DU – Dwelling Unit
*Source: Polk County Concurrency Manual and Service Provider data *Gallons per Day (GPD), Warehousing at 0.24 GPD for water and 80% of 0.24 for wastewater*

B. Available Capacity:

The subject is within the City of Lakeland's water and wastewater service area.

C. Planned Improvements:

No information is known currently about any planned improvements to utilities in this area.

Roadways/ Transportation Network

The Polk County Transportation Planning Organization (TPO) monitors traffic congestion on over 425 roadway segments (950 directional links). The data identifies both daily and peak hour traffic volumes. The peak hour traffic volumes are used to estimate the level-of-service for each roadway, in each direction. Level-of-service refers to the quality of traffic flow. It is the primary measure of traffic congestion. Level-of-service (LOS) is measured on a scale of 'A' to 'F' with LOS 'A' being the best (free-flow traffic) and LOS 'F' being the worst (severe traffic congestion).

The proposed Comprehensive Plan Amendment will not further affect surrounding roadways, the transportation network, and the LOS below the minimum established standards.

A. Estimated Demand

Table 5 following this paragraph shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate. The table below provides as estimate of a warehouse use in per our concurrency manual. This change will not increase traffic demands.

Table 5 Estimated Transportation Impact Analysis

Permitted Intensity (8.1 acres)	**Demand as permitted in Existing Land Use**	**Maximum Permitted Use in Proposed Land Use**
	8.1 acres x 43,560 sq. ft. = 352,836 sq. x 0.75 Floor Area Ratio (FAR) = 264,627 ft./1,000 = 265	**265 DUs**
Average Annual Daily Trips (AADT)	265 DU * 150 trips/DU = **39,750 AADT**	265 DU * 150 trips/DU = **39,750 AADT**
PM Peak Hour Trips	265 DU * 0.47 trip/DU = **125 AADT**	265 DU * 0.47 trip/DU = **125 AADT**

Source: Polk County Concurrency Manual, Warehousing ITE code 150 AADT per 1,000 square feet 4.96 and 0.47 PM Peak Hour 92% percent new trips.

B. Available Capacity:

The roads surrounding the subject site should have sufficient capacity available, depending on the eventual use and full build out of the site. The Polk Transportation Planning Organization (TPO) monitors certain roadways based on maximum approved traffic in comparison to current vehicle trips to determine what capacity is available.

Table 6 charts the generalized available capacity of the most-affected links.

Table 6

Link #	Road Name	Current Level of Service (LOS)	Available PM Peak Hour Capacity	Minimum LOS Standard	5-Year Peak Hour Projected LOS
4087E	Drane Field Road (County Line to SR 572)	C	300	D	C
4087W	Drane Field Road (County Line to SR 572)	C	281	D	C

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database January 17, 2025

C. Roadway Conditions

Hamilton Road is a County-maintained Local Commercial Roadway with a surface width of 20 feet.

D. Planned Improvements:

There are no roadway improvements planned in the next five years for this area of the County.

E. Mass Transit

The nearest transit route is by New Tampa Highway and the Airport. None of these routes are within walking distance to the subject site.

F. Sidewalks

There are existing sidewalks near the parcel.

Park Facilities and Environmental Lands:

The nearest park facilities and environmental lands are The Alafia Reserve, seven miles south of the site.

A. Location:

The subject property is near a larger water system of wetlands and floodplains.

B. Services:

The Alafia Reserve is a 334-acre natural area with wetlands, wildlife, and hiking trails.

C. Multi-use Trails:

Multi-use trails can be found at the Alafia Reserve.

Environmental Lands:

The proposed request is not anticipated to have a negative impact upon the environmental features present on site. The development is existing and was designed in accordance with the Southwest Florida Water Management District and Polk County requirements.

Environmental Conditions

The subject property is near a larger water system of wetlands and floodplains

A. Surface Water:

The subject site has no surface water on site.

B. Wetlands/Floodplains:

The subject property does not have wetlands or floodplains.

C. Soils:

The subject site is made up of Tavares Fine Sand, Fort Meade Sand, and Zolo Fine Sand. Both Tavares and Zolo Fine Sands are well drained and not limited as site development. The site is approximately 27.2% Tavares Fine Sand and 6.2% Zolo Fine Sand. Fort Meade Sand is found on 66.5% of the site. Table 7 lists the soils associated with the subject site.

Table 7

Soil Name	**Septic Tank Absorption Field Limitations**	**Dwellings Without Basements**	**% of Site** *(approximate)*
Zolo Fine Sand	Severe: Wetness poor filter	Slight	6.2%
Fort Meade Sand	Slight	Slight	66.5%
Tavares Fine Sand	Moderate: wetness	Slight	27.2%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service, Applicant's Impact Statement

D. Protected Species

According to the Polk Endangered Habitat Map of the Future Land Use Map Series (FLUMS), the subject site is not within a one-mile radius of a protected animal and plant species sighting. The proposed land use change request is not anticipated to have a significant negative impact

E. Archeological Resources:

There are no resources identified per the Historical Resources Map as part of the Comprehensive Plan map series.

F. Wells (Public/Private)

The subject site is not within a Wellfield Protection district.

G. Airports:

The subject property is located within the Lakeland Linder Regional Airport Impact District.

Economic Factors:

Construction of buildings and site development activities create temporary jobs. Any new business activity that occurs at this site will need more goods and services, thereby generating more economic activity.

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 9 Comprehensive Plan

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 proposed request for BPC-2 is consistent with this policy as the expansion area is adjacent to other BPC-2 to the west and east.
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.	
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.	Public water and sewer are available in the area and Drane Field is a collector road. In addition, the City of Lakeland's SW Sector Plan has a vision of business park uses. The subject site is located within an area that has some urban infrastructure with water and sewer availability and a collector road network. There are warehouses in the area to the east along Drane Field Road in the city limits of Lakeland.
POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable); e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways; 2.sanitary sewer and potable water service;	

Comprehensive Plan Policy	Consistency Analysis
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 2.105A1: 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	The subject site is located within an area that has the appropriate levels of infrastructure and services. In addition, the City of Lakeland's Sector Plan provides for this area to have business park uses.

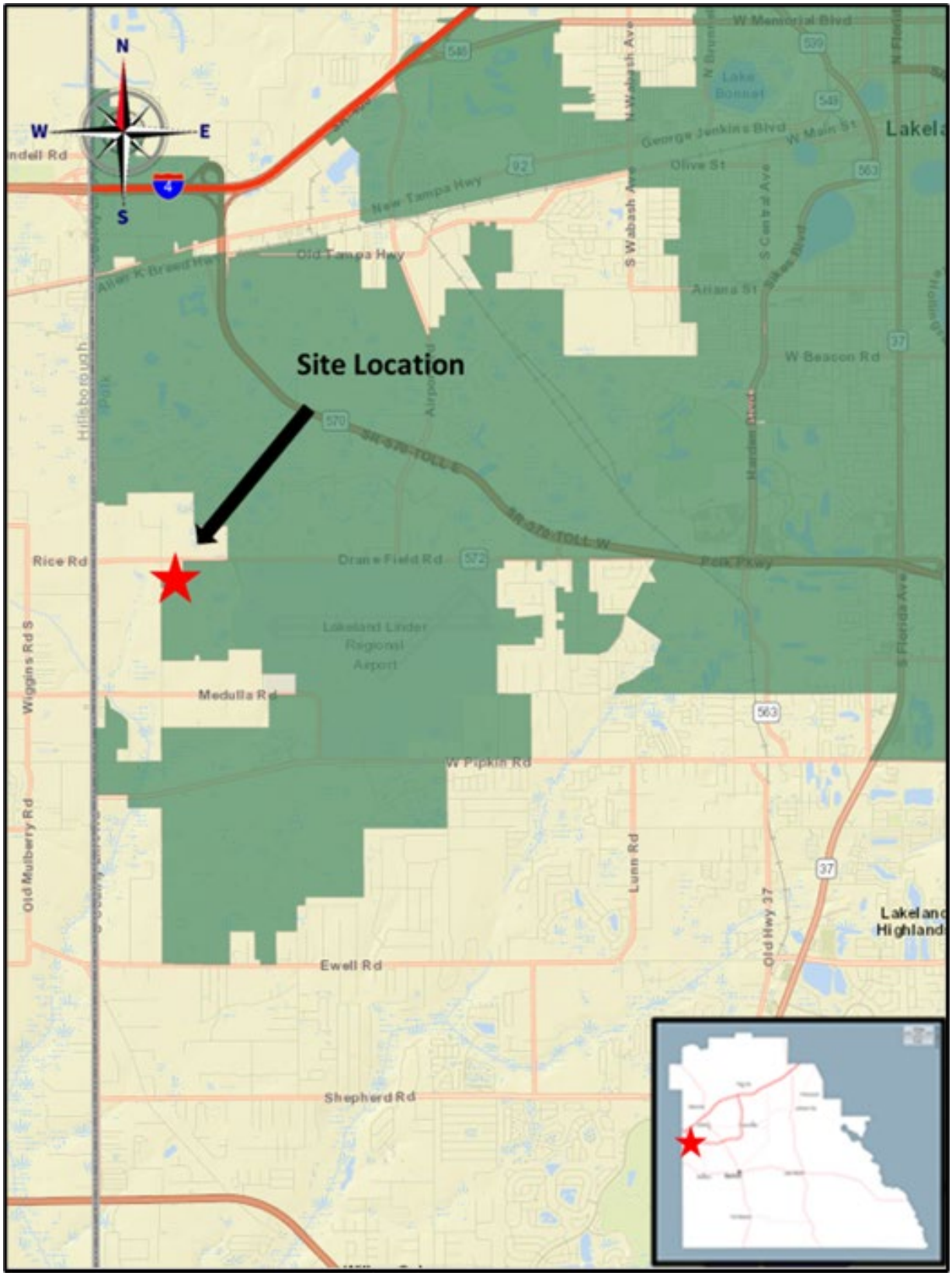
Comprehensive Plan Policy	Consistency Analysis
operating cost for the	
SECTION 2.124-B - AIRPORT-IMPACT DISTRICTS. OBJECTIVE 2.124-B: The Polk County Plan shall provide for aviation-compatible land uses around airports licensed for public use, by limiting or restricting incompatible land uses and activities, as defined by the Polk County Airport Zoning Regulations of the Joint Airport Zoning Board (JAZB), consistent with the objectives and policies of the Transportation Element, Section 3.200.	The site is located in the Height Notification Zone for Lakeland International Airport. Due to the distance of the subject property away from the airport, no adverse impacts upon airport operations are expected.

Comments from other agencies

Comments by the City of Lakeland will be attached to the packet.

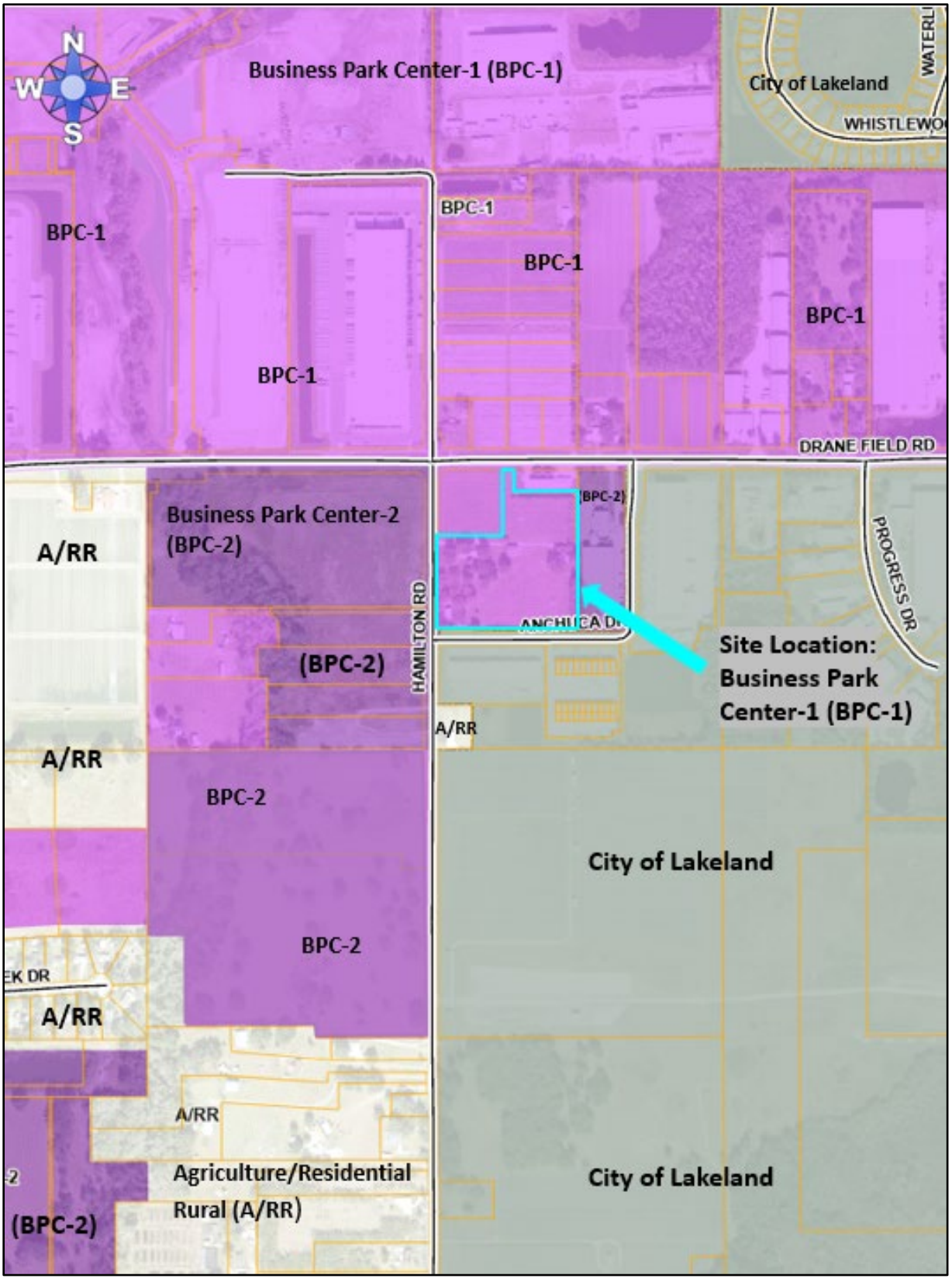
Exhibits:

Exhibit - 1 Location Map
Exhibit - 2 2023 Aerial Photo
Exhibit - 3 Current Future Land Use Map
Exhibit - 4 Proposed Future Land Use Map

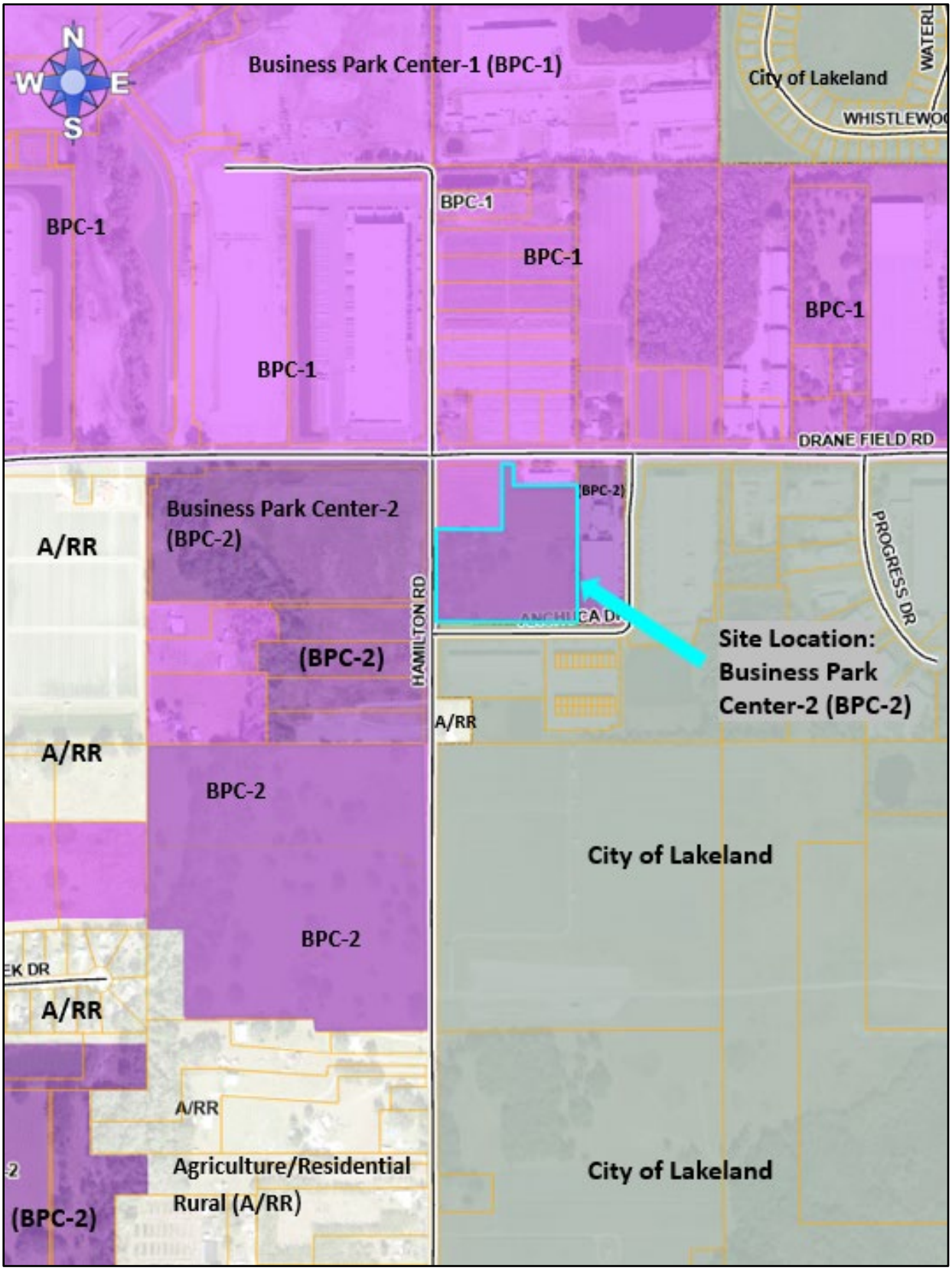


Location Map

2023 Aerial Photo



Current Future Land Use Map



Proposed Future Land Use Map

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF LDCD-2025-6, AN AMENDMENT TO THE POLK COUNTY LAND DEVELOPMENT CODE SUB-DISTRICT MAP (ORDINANCE 01-69), AS AMENDED; AMENDING THE SUB-DISTRICT MAP TO CHANGE 8.1+/- ACRES FROM BUSINESS PARK CENTER-1 (BPC-1) TO BUSINESS PARK CENTER-2 (BPC-2), LOCATED SOUTH OF DRANE FIELD ROAD, NORTH OF MEDULLA ROAD, EAST OF COUNTY LINE ROAD, WEST OF THE CITY OF LAKELAND IN SECTION 6, TOWNSHIP 29, 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 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, the Board of County Commissioners adopted a LDC Sub-district Map on September 26, 2001; and

WHEREAS, Chapter 9, Section 903 of the LDC provides the approval process for amending the LDC Sub-district Map as a Level 4 Review; and

WHEREAS, LDCD-2025-6 is a County-initiated application (the "Application") to amend the LDC Sub-district maps to change 8.1 +/- acres from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2); and

WHEREAS, pursuant to Section 163.3174 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 Sub-district Map Amendment on November 5, 2025; and

WHEREAS, pursuant to Section 125.66 of the Florida Statutes, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the proposed Land Development Code Sub-district Map Amendment on December 16, 2025; and

WHEREAS, the Board reviewed and considered all comments received during said public hearing, the Planning Commission's recommendation, the staff report, and provided for necessary revisions, if any; and

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

SECTION 1: FINDINGS The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted. In addition, the Board hereby adopts and incorporates herein the DRC staff report and makes the following findings based upon the staff report and other record evidence 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 November 5, 2025, to consider the LDC Sub-district map amendment contained within the Application and found it to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Sub-district Map Amendment contained within the Application.

b) Pursuant to section 907D.10 of the LDC, the Board shall, in the review of the Application, consider the following factors:
    a. Whether the proposed development is consistent with all relevant requirements of the Code;
    b. Whether the proposed development is consistent with all applicable policies of the Comprehensive Plan;
    c. Whether the proposed use is compatible with surrounding uses and the general character of the area, including such factors as density, height, bulk, scale, intensity, traffic, noise, and appearance; and
    d. Any other matter which the BoCC may deem appropriate and relevant to the specific development 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.

e) The Application is compatible with surrounding uses and the general character of the area.

f) The record is hereby incorporated by reference into this ordinance and is on file with the County Clerk. The record consists of the following: the Application, Impact Assessment Statement, the DRC staff report, staff's PowerPoint presentation, the Planning Commission's recommendation, and all testimony and evidence presented at the hearing.

SECTION 2: AREA AMENDED.

Polk County Ordinance No. 01-69 as amended (the "Polk County Land Development Code Sub-district Map"), of Polk County Ordinance No. 00-09, as amended (the "Polk County Land Development Code") is hereby amended to reflect a change in the Sub-district of Parcels, legally described below and graphically depicted in Attachment "A" of this ordinance, from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2), containing 8.1 acres, more or less.

Parcel number: (232906-000000-013010)

S 140 FT OF N 508 FT OF E 250 FT OF W1/2 OF NW1/4 OF NE1/4 & TRACT 5 OF UNRE SURVEY DESC AS E 428 FT OF S 146.34 FT OF N 514.34 FT OF W1/2 OF NW1/4 OF NE1/4 LESS E 250 FT & S 50 FT OF N 564.34 FT OF W1/2 OF NW1/4 OF NE1/4 LESS E 250 FT & LESS RD R/W PER MB 13 PG 100-107 & N 185 FT OF S 713 FT OF W 235 FT OF W1/2 OF NW1/4 OF NE1/4 LYING N OF BNDRY LINE AS ESTABLISHED IN OR 1889-1694 LESS RD R/W PER MB 13 PG 100-107 & TRACT 4 OF UNREC SURVEY DESC AS: W1/2 OF NW1/4 OF NE1/4 LESS N 508 FT OF E 250 FT & LESS W 178 FT OF E 428 FT OF N 564.34 FT & LESS N 564.34 FT OF W 235 FT & LESS W 235 FT OF N 185 FT OF S 713 FT & LESS S 528 FT & LESS RD R/W PER MB 13 PG 100-107 ALL LYING N OF BNDRY LINE AS ESTABLISHED IN OR 1889-1694 & S 5 FT OF N 355 FT OF W1/2 OF NW1/4 OF NE1/4 LESS E 428 FT & LESS RD R/W PER MB 13 PG 100-107 & S 18 FT OF N 368 FT OF W 178 FT OF E 428 FT OF W1/2 OF NW1/4 OF NE1/4 & N 350 FT OF W1/2 OF NW1/4 OF NE/14 LESS W 318.36 FT & LESS N 150 FT OF E 295 FT THEREOF & LESS ELY 7.4 FT M/L & LESS RD

R/W'S FOR DRANE FIELD RD ON N SIDE & HAMILTON RD ON W SIDE & S 18 FT OF N 368 FT OF E 250 FT OF W1/2 OF NW1/4 OF NE1/4 LESS ELY 7.4 FT M/L & TRACT 11 OF UNREC SURVEY DESC AS S 159.34 FT OF N 514.34 FT OF W1/2 OF NW1/4 OF NE1/4 LESS E 428 FT & LESS RD R/W PER MB 13 PG 100-107

SECTION 3: SEVERABILITY.

If any portion of this Ordinance is for any reason held unconstitutional or otherwise invalid by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4: EFFECTIVE DATE.

This Ordinance shall become effective upon filing of a certified copy of the Ordinance with the Department of State.

SECTION 5: 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 16th day of December 2025.

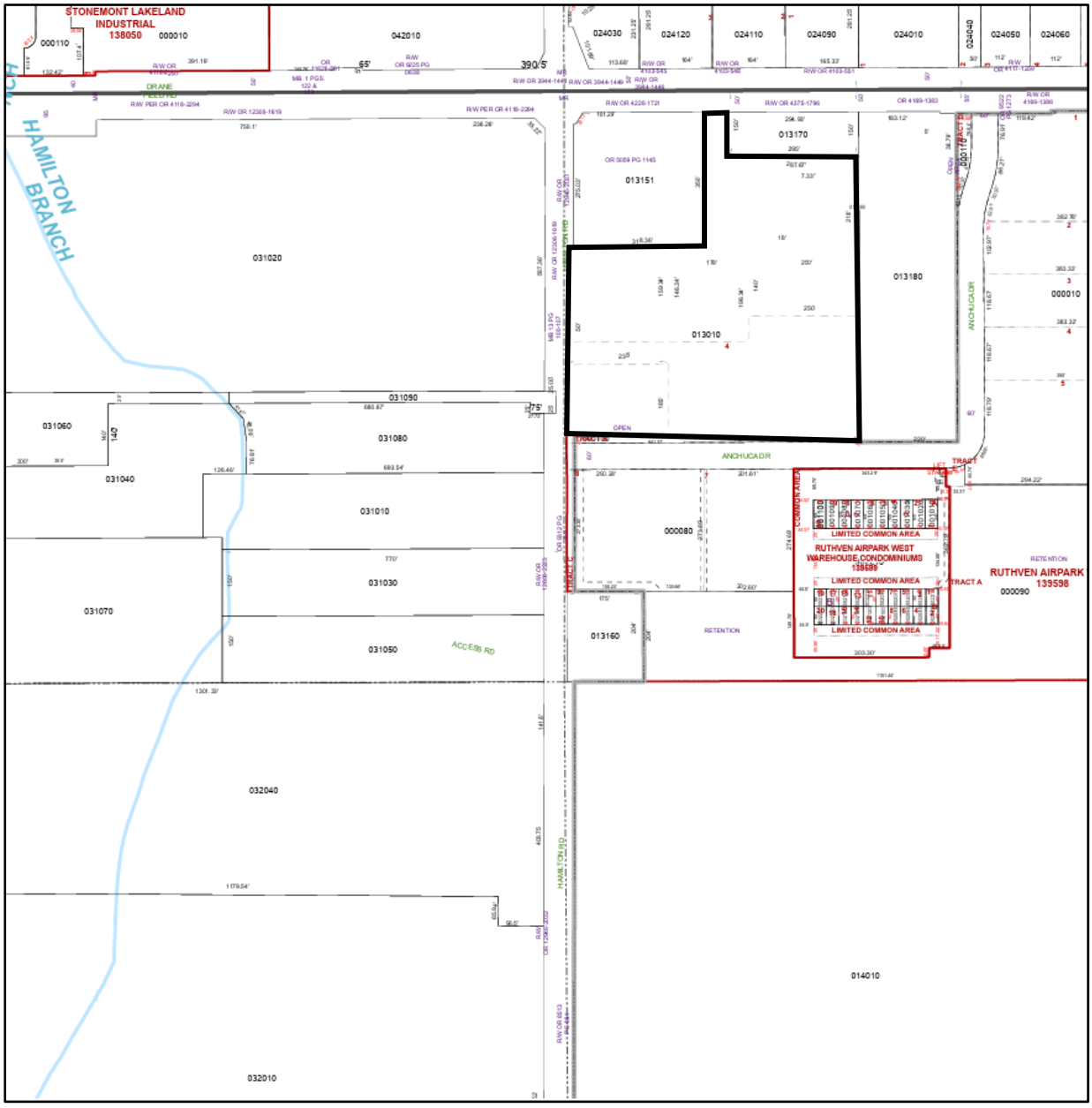
Date rendered to the Clerk:_____

Exhibits to Board's Order

Exhibit A-Property Map
Exhibit B-Staff Report

ATTACHMENT "A"

LDCD 2025-6
Land Use: Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2)
Location: South of Drane Field Road, North of Medulla Road, East of County Line Road, West of the City of Lakeland
Section 6, Township 29, Range 23.



PARCEL DETAIL

Note: Not to Scale

Impact Assessment Statement

A. Land and Neighborhood Characteristics: to assess the compatibility of the requested land use district with the adjacent property and to evaluate the suitability of the site for development, the applicant shall:

1. Show how and why is the site suitable for the proposed uses;

The establishment of a BPC-2 sub-district on the Subject Property meets the criteria set out in the Polk County Comprehensive Plan and Land Development Code. In addition, the Proposed Request is compatible with the surrounding area and will act to buffer Drane Field Rd from higher intensity uses to the south of the Subject Property. Notably, the shape and location of the Subject Property provides a natural scaling of land uses going south from Drane Field Rd. Finally, any potential incompatibilities will be addressed through adherence with the buffering requirements contained in the Polk County Land Development Code.

2. Provide a site plan showing each type of existing and proposed land use;

See attached Future Land Use Map.

3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses;

The landscaping and buffering required by the Polk County Land Development Code adequately ensures that the proposed request is compatible with adjacent uses and entitlements in the area. The Developer will take any and all reasonable and necessary steps to minimize impacts to the properties surrounding the requested land use map amendment.

4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped;

The Subject Property is located in an area that is developed or currently undergoing development.

5. Describe each of the uses proposed in a Planned Development and identify the following:

a. The density and types of residential dwelling units;

b. The type of commercial and industrial uses;

c. The approximate customer service area for commercial uses;

d. The total area proposed for each type of use, including open space and recreation

The Proposed Request is not for a Planned Development.

B. Access to Roads and Highways: to assess the impact of the proposed development on the existing, planned and programmed road system, the applicant shall:

1. Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;

No impacts to the transportation system are anticipated as a result of the Proposed Request.

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;

No impacts on the transportation system are anticipated.

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;

The Subject Property shall provide the requisite number of parking spaces required by the Polk County Land Development Code.

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and

The specific methods of access will be fully addressed at Level 2.

5. Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.

Modes of transportation providing access to the property will be more fully understood upon the completion of a site plan and will be fully addressed at Level 2.

C. Sewage: to determine the impact caused by sewage generated from the proposed development, the applicant shall:

1. Calculate the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development;

The anticipated volume of sewage to be generated by the proposed site is unknown at this time. Site-specific information on waste generation will be fully addressed at Level 2.

2. Describe the proposed method and level of treatment, and the method of effluent disposal for the proposed sewage treatment facilities if on-site treatment is proposed;

The Subject Property will connect to existing public utilities from the City of Lakeland Water Utilities. The Developer will coordinate with the City of Lakeland for the provision of centralized sewer.

3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems;

Any proposed system will be designed in accordance with applicable and appropriate rules and regulations.

4. Identify the service provider; and

The Subject Property will connect to existing public utilities from the City of Lakeland Water Utilities.

5. Indicate the current provider's capacity and anticipated date of connection.

Capacity and the date of connection will be more fully understood and addressed at Level 2.

D. Water Supply: to determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area, the applicant shall:

1. Indicate the proposed source of water supply and, the type of treatment;

The Subject Property will connect to existing public utilities from the City of Lakeland Water Utilities. The Developer will coordinate with the City of Lakeland for the provision of water.

2. Identify the service provider;

The Subject Property will connect to existing public utilities from the City of Lakeland Water Utilities.

3. Calculate the estimated volume of consumption in gallons per day (GPD); and

The anticipated volume of water consumption is unknown at this time. Site-specific information on water consumption will be fully addressed at Level 2.

4. Indicate the current provider's capacity and anticipated date of connection

Capacity and the date of connection will be more fully understood and addressed at Level 2.

E. Surface Water Management and Drainage: to determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development, the applicant shall:

1. Discuss the impact the proposed development will have on surface water quality;

The stormwater management system for the project site will be designed to meet regulatory requirements that will ensure adequate BMPs are instituted. The property does not have any areas of concern and surface water quality will not be negatively impacted by the development.

2. Describe the alteration to the sites natural drainage features, including wetland, that would be necessary to develop the project;

There does not appear to be any state or federal jurisdictional wetlands or surface water features located on the Subject Property.

3. Describe the impact of such alterations on the fish and wildlife resources of the site;

Based on the available GIS information, there are no state or federally jurisdictional wetland or surface water features or other bodies of open water identified within the project site. No significant impact on existing wildlife resources is anticipated from the project.

4. Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.

No change is anticipated.

F. Population: to determine the impact of the proposed developments additional population, the applicant shall:

1. Calculate the projected resident (and transient) population of the proposed development and the generated population in the case of commercial or industrial uses;

Indeterminable at this time.

2. Describe, for commercial and industrial projects, the employment characteristics including the anticipated number of employees, type of skills or training required for the new jobs, the percentage of employees that will be found locally or are expected to be drawn from outside the county or state, and the number of shifts per day and employees per shift;

Indeterminable at this time.

3. Indicate the expected demographic composition of the additional population (age/socio-economic factors); and

Indeterminable at this time.

4. Describe the proposed service area and the current population thereof.

The Proposed Request will act to provide BPC-2 uses off of Drane Field Rd and Hamilton Rd.

G. General Information: to determine if any special needs or problems will be created by the proposed development, the applicant shall:

1. List and discuss special features of the proposed development that promote desirability and contribute to neighborhood needs; and

The shape of the Subject Property provides a natural buffer from Drane Field Rd, which will offer aesthetic benefits to the surrounding area and mitigate the impact on Drane Field Rd from growing industrial uses to the south.

2. Discuss the demand on the provision for the following services:

a. Parks and Recreation;

None.

b. Educational Facilities (preschool/elementary/middle school/high school);

None.

c. Health Care (emergency/hospital);

No impact to health care is anticipated.

d. Fire Protection;

The nearest fire protection is City of Lakeland Fire Station Number 7 (3150 Drane Field Rd, Lakeland, FL 33811).

e. Police Protection and Security; and

The nearest police protection and security is Lakeland Police Department (219 N Massachusetts Ave, Lakeland, FL 33801).

f. Electrical Power Supply

Electrical service will be provided by Lakeland Electric.

H. Maps: the following maps shall accompany all Impact Assessment Statements:

Map A: A location map showing the relationship of the development to cities, highways, and natural features;

See attached Road Map; see also Aerial Map.

Map B: A Topographical Map with contour intervals of no greater than five feet, the identification of the property boundaries, and a delineation of the areas of special flood hazard (100 year flood plain) as shown on the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA) for Polk County;

See attached Wetlands Map and Flood Map.

Map C: A Land Use and Land Use District Map showing the existing land use designations and districts on and abutting the proposed development, including lot sizes and density;

See attached Future Land Use Map.

Map D: A Soils Map with soils designated according to Natural Resources Conservation Service classifications. If available, USDA Natural Resources Conservation Service (NRCS) soil surveys are preferable;

See attached Soils Map

Map E: A Traffic Circulation Map identifying any existing roads on or adjacent to the proposed development and indicating the name of the roads, maintenance jurisdiction, and pavement and right-of-way widths.

See attached Road Map.

Map F: A Site Plan showing land uses, the layout of lots, the type and maximum density for each type of residential area; the typical minimum lot sizes and dimensions for each use and unit type, and the dimensions, locations, and types of buffers, easements, open space areas, parking and loading areas, setbacks, and vehicular circulation routes; and

A Site Plan is not available at this time.

Map G: A Drainage Map delineating existing and proposed drainage areas, water retention areas, drainage structures, drainage easements, canals, wetlands, watercourses, and other major drainage features.

A Drainage Map is not available at this time, as we do not have any engineered plans to evaluate the proposed location of stormwater ponds, buildings, impervious surface, etc

Request, Background, and Justification

This document outlines the Applicant's request, provides background on the Subject Property, and presents the justification for the request. The terms "Developer," "Applicant," and "Subject Property" are defined below. All exhibits referenced in this document have been submitted along with this application.

Request

On Behalf of Ruthven Green, LLC (the "Developer"), Peterson & Myers, P.A. (the "Applicant") is requesting a Land Development Code Amendment for sub-district change to allow business park center-2 (BPC-2) uses (the "Proposed Request") on +/-8 acres of land situated at the southeast corner of Drane Field Rd and Hamilton Rd in Polk County, Florida (the "Subject Property"). The Subject Property is currently designated as Business Park Center-1 and lies within a Urban Growth Area (UGA). The Proposed Request would redesignate the Subject Property to BPC-2.

Background

The Subject Property is in the process of being developed. The Subject Property is adjacent to County BPC-2 to the east and west. Per current data, both properties to the east and west appear to be either developed or in the process of development. The property to the north of the Subject Property is designated as County BPC-1 and appears to be in the process of development or already developed. The property south of the Subject Property has a City Future Land Use of Business Park Center, and a City Zoning designation of Industrial (I-2). The property to the south of the Subject Property is currently developed and utilized for industrial use.

Justification

The establishment of a BPC-2 sub-district on the Subject Property is consistent with the Polk County Comprehensive Plan and Land Development Code. In addition, the Proposed Request is compatible with the surrounding area and will act to buffer Drane Field Rd from higher intensity uses to the south of the Subject Property. Notably, the shape and location of the Subject Property provides a natural scaling of land uses going south from Drane Field Rd. The wider array of uses offered by the BPC-2 sub-district will allow the Subject Property to distinguish itself in a district undergoing high intensity development. Finally, any potential incompatibilities will be addressed through adherence with the buffering requirements contained in the Polk County Land Development Code.

Demonstration of Need

POLICY 2.102-A11: URBAN SPRAWL CRITERIA - In accordance with Rule 9J-5.006(5) of the Florida Administrative Code, Polk County will discourage the proliferation of urban sprawl by use of the following criteria when determining the appropriateness of establishing or expanding any land use or development area. The analysis must ask whether or not the proposed plan amendment:

a. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses in excess of demonstrated need.

ANALYSIS: *The Proposed Request will not act to designate a substantial area of the County for low-intensity, low-density, or single-use development. See attached Future Land Use Map.*

b. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

ANALYSIS: *The Subject Property is located in an Urban Growth Area. In addition, the property surrounding the Subject Property is currently developed or being developed for compatible uses.*

c. Promotes, allows or designates urban development in radial, strip isolated or ribbon patterns generally emanating from existing urban developments.

ANALYSIS: *The Proposed Request will not allow or promote radial, strip isolated or ribbon patterns. [See Polk County Future Land Use Map].*

d. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as, wetlands, floodplains, native vegetation, environmentally sensitive areas, natural shorelines, beaches, bays, estuarine systems, and other significant natural systems.

ANALYSIS: *The Subject Property does not appear to have any wetlands and is located outside of the 100-year flood zone. [See Wetlands Map; see Flood Map].*

e. Fails to adequately protect adjacent agricultural areas and activities including silviculture and active agricultural and silvicultural activities as well as passive agricultural activities and dormant, unique and prime farmlands and soils.

ANALYSIS: *The Subject Property is not adjacent to agricultural areas and/or activities.*

f. Fails to maximize use of existing public facilities and services.

ANALYSIS: *The Subject Property is located in the City of Lakeland Utility Service Area. The Applicant will be required to coordinate with the City of Lakeland for the provision of centralized sewer and water.*

g. Fails to minimize the use of future public facilities and services.

ANALYSIS: *The Subject Property is located in the City of Lakeland Utility Service Area. The Applicant will be required to coordinate with the City of Lakeland for the provision of centralized sewer and water.*

h. Allows for land use patterns or timing which will disproportionately increase the cost in time, money and energy, of providing public facilities and services including roads, potable water, sanitary sewer, stormwater management, law enforcement education health care, fire and emergency response, and general government.

ANALYSIS: *There are no anticipated offsite improvements required for the development of the Subject Property. The Applicant will conduct a traffic study prior to site plan approval. In addition, there are no anticipated negative impacts on public facilities.*

i. Fails to provide a clear separation between urban and rural uses.

ANALYSIS: *The Subject Property is not located adjacent to rural uses. Notably, the Subject Property is located in an area that has predominantly been developed for compatible uses.*

j. Discourages or inhibits in-fill development or redevelopment of existing neighborhoods and communities.

ANALYSIS: *The Subject Property does not discourage in-fill development or redevelopment. See Future Land Use Map.*

k. Fails to encourage an attractive and functional mix of land uses.

ANALYSIS: *The Proposed Request is compatible with the surrounding area and will act to buffer Drane Field Rd from higher intensity uses to the south of the Subject Property. The shape and location of the Subject Property provides a natural scaling of land uses going south from Drane Field Rd.*

l. Results in poor accessibility among linked or related land uses.

ANALYSIS: *See Analysis above.*

m. Results in the loss of a significant amount of functional open space.

ANALYSIS: *The location of the Subject Property adjacent to BPC and Industrial activities is not a functional location for open space.*

LDCD-2025-6 - Hamilton Road Sub-District

Menu Reports Help

Application Name: Hamilton Road Sub-District

File Date: 08/07/2025

Application Type: BOCC-LDC District Change

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: See documents included with applicaiton.

Application Detail: Detail

Address: 3834 HAMILTON RD, LAKELAND, FL 33811

Parcel No: 232906000000013010

Owner Name: RUTHVEN GREEN LLC

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Bart Allen	Peterson & Myer...	Engineer	Mailing, 225 E. Lemon ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $4,923.00

Total Fee Invoiced: $4,923.00

Balance: $0.00

Custom Fields: LD_GEN_PUB

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
LDC District Change

Brownfields Request
N/A

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
1

Will This Project Be Phased

Acreage
0

DRC Meeting
08/28/2025

DRC Meeting Time
10:15 AM

Rescheduled DRC Meeting
_

Rescheduled DRC Meeting Time
_

Green Swamp
No

Number of Units
_

Is this Polk County Utilities

Is this Application a result of a Code Violation
No

Case File Number
_

One Year Extension
_

FS 119 Status
Non-Exempt

Code Violation Case Number
_

ADVERTISING

Legal Advertising Date
_

BOCC1 Advertising Date
_

BOCC2 Advertising Date
_

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting
_

Planning Commission Date
11/05/2025

Land Use Hearing Officer 3
_

1st BOCC Date
12/16/2025

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	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-25EST-00000-48669	DIGITAL PROJECTS LD	
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
Yes	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	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement

√

SELECTED AREA PLANS

Selected Area Plans

LAND USE

Selected Area Plan	LU Code
Not in an SAP	BPC1- Business Park Center

DEVELOPMENT AREA

Development Area

Urban Growth

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board	Number of Boards (Number)	Number of Mailers (Number)	Date Mailed	Date Posted	NOR
BOCC 1	3			10/21/2025	
PC	3			10/21/2025	

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	08/13/2025	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	08/27/2025	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	08/18/2025	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	08/22/2025	Kim Turner
Planning Review	Aleya Inglima	Approve	08/22/2025	Aleya Inglima
School Board Review	School District	Not Required	08/14/2025	School District
Review Consolidation	Lyndsay Rathke	Approved for...	08/29/2025	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

ALEYA INGLIMA, PLANNER II

Phone: (863) 534-6764
aleyainglima@polk-county.net

330 W. Church Street
P.O. Box 9005, Drawer GM03
Bartow, Fl 33831

EDUCATION

BS University of Central Florida, Orlando, FL — August 2021
Bachelor of Science in Environmental Studies

University of Florida, Gainesville, FL — January 2024 – Present
Master of Urban and Regional Planning (MURP)

EXPERIENCE

Planner II, Land Development Division, Polk County BoCC — June 2023 – Present

Planner I, Land Development Division, Polk County BoCC — May 2022 – June 2023

Geographic Information Systems Technician,
Utilities Division, Polk County BOCC — November 2021 – May 2022

Veterinary Assistant, Lakeland Veterinary Hospital
and Wellness Center — October 2018 – May 2019

CERTIFICATIONS

Geographic Information Systems (GIS) Certificate,
University of Central Florida — August 2021

SKILLS

ArcGIS Pro, ArcGIS Survey 123, ArcGIS Field Maps, ArcGIS Collector, ArcMap, Microsoft Word, Microsoft Power Point, Accela, Legistar

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

Agenda Item O.2. 12/16/2025

SUBJECT

Public Hearing (LDCPAS-2025-26 Natural Encounters CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation on 33 acres +/- parcel from Agricultural/Residential Rural (A/RR) to Leisure/Recreation (L/R)) in the Rural Development Area (RDA) with a Comprehensive Plan Text Amendment to Section 2.135 Parcel Specific Future Land Use Map Amendment with Conditions to reference the subject site has development conditions as part of a LDC Text Amendment (LDCT-2025-18). (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated Small-Scale Comprehensive Plan Map Amendment for property located west of US Highway 27, east of Eloise Loop, north of Thompson Nursery Road, surrounded by the City of Winter Haven, in Sections 17, Township 29, and Range 27.

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

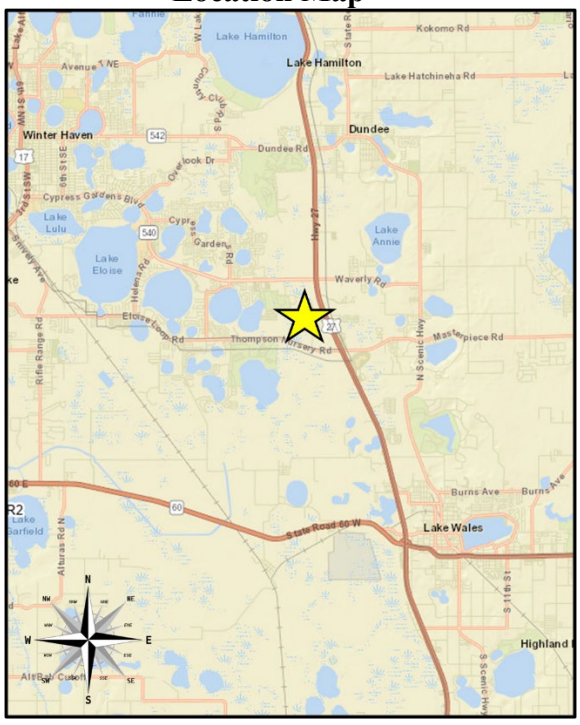
Johnathan (JP) Sims, MPA
Planner II
Land Development Division
(863) 534-7515
johnathansims@polk-county.net

POLK COUNTY DEVELOPMENT REVIEW COMMITTEE STAFF REPORT

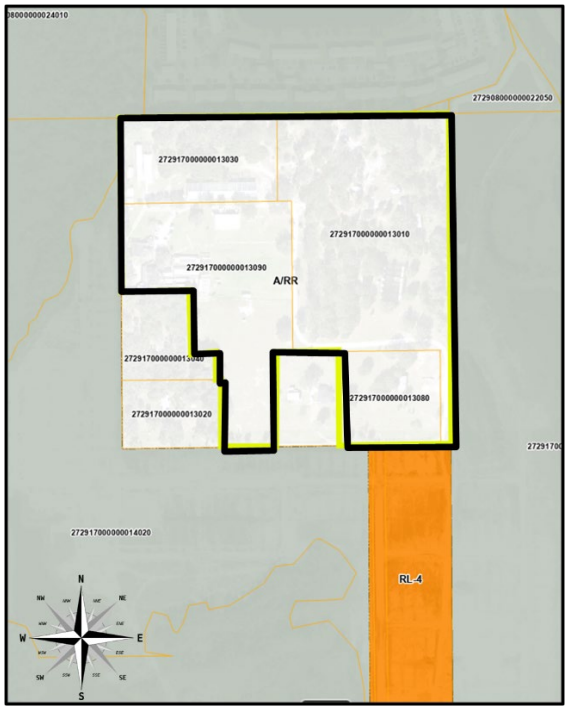
DRC Date:	August 28, 2025	**Level of Review:**	4
PC Date:	November 5, 2025	**Type:**	Comprehensive Plan Amendment
BoCC Date:	December 16, 2025	**Case Numbers:**	LDCPAS-2025-26
		Case Name:	Natural Encounters CPA
Applicant:	Shelton Rice, Peterson and Myers Law Firm	**Case Planner:**	J.P. Sims, Planner II

Request:	A Future Land Use designation change from Agricultural/Residential Rural (A/RR) to Leisure/Recreation (L/R) on 33 +/- acres.
Location:	The subject property is located south of State Road 540 (Cypress Gardens Boulevard), west of US Highway 27, east of Eloise Loop, north of Thompson Nursery Road, surrounded by the Winter Haven city limits, in Sections 17, Township 29, and Range 27.
Property Owner:	Steve Martin's Natural Encounters Inc.
Parcel Size/number:	33 +/- acres (Parcel #272917-000000-013030, 272917-000000-013090, 272917-000000-013010, 272917-000000-013080)
Development Area:	Rural Development Area (RDA)
Nearest Municipality:	City of Winter Haven
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7-0)
Public Comment:	Yes
Florida Commerce*	N/A

Location Map



Current Future Land Use Map



Summary

The applicant, Shelton Rice, of Peterson and Myers Law Firm, is requesting a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Designations from Agricultural/Residential Rural (A/RR) to Leisure/Recreation (L/R) on 33-acres of property in the Rural Development Area (RDA). Site is located south of State Road 540 (Cypress Gardens Boulevard), west of US Highway 27, east of Eloise Loop, and north of Thompson Nursery Road, surrounded by Winter Haven city limits, in Sections 17, Township 29, and Range 27. Case is related to LDCT-2025-18, which is a text amendment to prohibit certain uses allowed on the site to limit the intensity for the adjacent multifamily and single-family residential.

Compatibility Summary

This request will be compatible with the surrounding area as Leisure/Recreation is compatible with adjacent residential uses. The developments surrounding the subject site are all residential in nature. It has City of Winter Haven almost completely surrounding the subject site on all sides, with Winter Haven's Neighborhood Subdivision (NSUB) land use to the north and south, and Conservation (CON) to the west and east. Site accesses onto Thomson Nursery Road, an Urban Major Collector, and a requirement of L/R is access to a paved, publicly maintained road with adequate Level of Service (LOS) and available capacity, which it does.

Infrastructure Summary

The subject site is within the Winter Haven Utilities Service Area for water, and wastewater will be handled by on-site septic. This was confirmed by the Utilities GIS. Conservation Way is the road that leads to the site which directly accesses Thomspon Nursery Road, an Urban Major Collector maintained by Polk County, where there is available capacity with close proximity to US Highway 27 to the east. Mass transit is available in the area with the Route 30 for Legoland from Citrus Connection on State Road 540 (Cypress Gardens Boulevard) to the north, with the closest stop to the east at Eagle Ridge Mall. Public safety response times are normal for this part of the County, and school capacity should not be an issue in the future as Leisure/Recreation does not permit development that generates students. The request is compatible with the available infrastructure.

Environmental Summary

The nearest neighborhood park is Waverly Park 4.2 miles northeast of the site driving, and the nearest regional Park is Lake Florence Park 3.7 miles to the northwest of the subject site. Legoland is 7.5 miles driving northwest of the subject site where the Cypress Gardens Conservation Easement is located. The site is comprised of a combination of soils. 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 2.108(A1-A5): Rural Development Area (RDA)
- Policy 2.121-A: Agricultural/Residential Rural (A/RR)
- Policy 2.115(A-A5): Recreation/Leisure (L/R)

Findings of Fact

Request and Legal Status

- This is an applicant-initiated request for the Future Land Use designation change from Agricultural/Residential Rural (A/RR) to Leisure/Recreation (L/R).

- The subject site is already developed with an Preserve and Wildlife Refuge, and the applicant has indicated that they are wanting to expand their services to include on-site entertainment and educational tours.

- LDCU-2018-52 was the Conditional Use approval that allowed for the site to act as a Breeding, Boarding, and Rehabilitation facility.

- This case is related to LDCT-2025-18, which will prohibit certain uses.

Compatibility

- The existing uses surrounding the site are:
    - North – CITY; multifamily residential, Carlton Arms of Winter Haven
    - West – CITY; conservation. A/RR; single-family residential
    - East – CITY; conservation
    - South – CITY; future single family residential. A/RR; single family residential

Infrastructure

- The zoned schools for the site are South Pointe Elementary, McLaughlin Academy Middle, and Lake Region Senior High School. Site will not generate any students.

- Polk County Fire Rescue Station 44 will be the response unit for fire and Station 18 for EMS. Station 44 is located at 1695 Masterpiece Rd, Lake Wales, with an approximate travel distance of 4.8 miles. Station 18 is located at 2101 Register Rd SE, Winter Haven, with a travel distance of 7.4 miles.

- The subject site is within the Sheriff Department's Central District. The Central District Office is located at 3635 Ave G N.W. in Winter Haven.

- The subject site is connected to City of Winter Haven's Utility Service Area for potable water. However, wastewater will be handled by on-site septic. Per City of Winter Haven, the wastewater lines will be extended along Thompson Nursery Road to accommodate the new residential development.

- Thompson Nursery Road has no sidewalks along its entirety from west to east. There are sidewalks along US Highway 27. Thompson Nursery Road is currently under construction for improvement to widen from US Highway 27 to Lake Ruby Drive, taking it from 2 lanes to 4 with a median.

- Conservation Way is a private road. It is unpaved, with no shoulders or sidewalks. It is currently under construction to improve conditions to accommodate the new residential developments that will access it to Thompson Nursery Road. Conservation Way is anticipated to be relocated and dedicated as a public road when the property to the south is developed.

- The closest mass transit route is the Route 30 Legoland line with Citrus Connection. The closest bus stop to the subject site is at the Eagle Ridge Mall on the east side of US Highway 27.

- The nearest neighborhood park is Waverly Park 4.2 miles northeast of the site driving, and the nearest regional Park is Lake Florence Park 3.7 miles to the northwest of the subject site.

Environmental

- The subject site is relatively flat with a high elevation of 129 feet on the southeast corner of the site and a low of 121 on the northeast corner of the site. It is 125 on the northwest corner.

- There are no wetlands or flood zone on site.

- The soil type for the site is a mix of Sparr sand, Immokalee sand, Pompano fine sand, Holopaw fine sand, Wauchula fine sand, and Satellite 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 not show in the Potential Network Connection.

- There are no Conservation Easements on the subject site.

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 2.108-A1: DESCRIPTION - Rural-Development Areas (RDA) shall be all unincorporated areas within the County that are not located within a Transit Supportive Development Area, Urban-Growth Area, Suburban-Development Area, or Utility-Enclave Area. Development in these areas is characterized by large open areas, agricultural use, with scattered development and rural centers. Services are limited and mostly found in the rural centers and clustered developments.

- POLICY 2.108-A2: DESIGNATION AND MAPPING - The Future Land Use Map Series shall designate and map Rural-Development Area base areas for those areas of the County meeting the general characteristics of this Section.

- POLICY 2.108-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within Rural-Development Areas:

    - a. ACTIVITY CENTERS: Rural-Cluster Centers, and Tourism Commercial Centers shall be permitted within RDAs in accordance with applicable criteria.
    - b. RESIDENTIAL: Rural Residential Districts (Section 2.121) and Rural Cluster Center (RCC) shall be permitted within RDA's in accordance with applicable criteria.
    - c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business Park Centers, Office Centers, Phosphate Mining, Leisure/Recreation, Agricultural/Residential-Rural, Recreation and Open Space, Preservation, Institutional.

Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in Section 2.109.

- POLICY 2.108-A4: OVERLAY DISTRICTS - All Overlay Districts shall be permitted within RDAs in accordance with applicable criteria.

- POLICY 2.108-A5: DEVELOPMENT CRITERIA - Development within RDAs shall be guided by the following criteria:

- a. The detailed criteria listed for each land use category permitted within the Rural-Development Area;
- b. Elementary, middle and high schools and other community facilities and essential services will be allowed as conditional use, in accordance with the guidelines of the County's Land Development Code; and
- c. Be designed to facilitate the provision of public safety services (i.e., fire, EMS and law enforcement).
- d. Connect to public sewer as required by the Nutrient Restoration Plan Overlay.

- POLICY 2.108-A6: MONITORING - The County shall monitor the amount and rate of development in the "Rural-Development Area." The Board of County Commissioners shall take action to amend the Comprehensive Plan to limit development in the Rural-Development Area should RMD development exceed 18 over a three year period. This evaluation shall occur once after the third year of Plan implementation and at every evaluation and appraisal report cycle. If the number of RMDs exceed 18 after the first three year period, or 6 for any year after the initial three year period, Polk County shall amend the Comprehensive Plan as follows:

    - a. adopt a cap on the number of RRDs and RMDs that can occur in the Rural-Development Area in any given year;
    - b. adopt locational and/or spacing criteria for RRDs and RMDs; or
    - c. provide DEO with additional data and analysis to justify why development in the Rural-Development Area has exceeded historical trends.

- POLICY 2.121-A2: DEVELOPMENT CRITERIA - Development within designated A/RR areas shall conform to:

    - a. Residential density of one dwelling unit per five acres (1 DU/5 AC). Density may be adjusted based on the actual size of the section. A property outside of the Green Swamp Area of Critical State of Concern, may be considered five acres if it is one one-hundred and twenty-eighth (1/128) the section size for sections less than six hundred forty acres (640 acres). This includes counting to the centerline of local and collector roads.
    - b. Farmworker housing under specific design parameters listed in the Land Development Code not to exceed sixteen (16) workers per acre.
    - c. Utility structures for the storage of farm equipment and to conduct normal farm operations, to include on-site packing and other on-site agricultural-support activities typical of those uses listed in Policy 2.125-L1.a-d, provided that such activity is subordinate and accessory to the principal agricultural use. (Agricultural equipment may be used off-site.)
    - d. Structures for the sale of agricultural products grown or raised on the premises, provided that such sales activity is subordinate and accessory to the principal agricultural use.
    - e. The permitted uses of:
        - 1.Rural Residential Development (RRD), and
        - 2.Rural Mixed-Use Development (RMD).

- f. Institutional uses, Community Facilities and essential services will be allowed as conditional uses, in accordance with policies of this Plan and the guidelines of the County's Land Development Code.
- g. Properties adjacent to SR 17 shall be allowed densities and/or intensities up to the maximum allowed in this land use category (2 dwelling units per acre) as a permitted use without requiring a public hearing provided the development meets all the criteria established in Section 2.124-H for Scenic Highways and the Scenic Highway development regulations within the Land Development Code. At a minimum, all development shall:
  - 1.Connect to a centralized potable water supply, and
  - 2.Provide no less than 30% open space throughout the development with at least 70% of that open space dedicated to scenic vista preservation, either along the highway or through the property to a distant view beyond the property boundary. This open space shall be set aside as conservation in perpetuity via a binding legal instrument which prohibits future development within the established boundaries.

- POLICY:2.121-A3: RRD & RMD PERMITTED USES - The permitted uses of RRD and RMD shall meet the development criteria and conditions of Sections 1.121-B and 1.121-C and receive development approval as specified within the County's land-development regulations which shall include the following guidelines for consideration of such approval:

  - a. When approving an RRD or RMD permitted use consideration shall be given to all relevant facts and circumstances, including, but not limited to:1.the functional and proximate relationship between the proposed development and other development,2.the compatibility of the development with existing agricultural activities,3.the displacement of on-going economically viable agricultural activities,4.whether the development is premature, and5.consistency with the goals and objectives of this Comprehensive Plan.
  - b. The County shall encourage design standards for RRDs and RMDs which promote development consistent with the rural character of the area.
  - c. RRD and RMD developments shall comply with the following:
    - 1.The maximum number of dwelling units to be approved for a RRD/RMD project shall be calculated based upon the entire RRD/RMD site area (including the minimum 50% reservation area) with the total permitted dwelling units to be clustered on the non-reservation portion of the site.
    - 2.RRD/RMD dwelling unit calculations shall not be affected by wetlands, or other lands having similar special-density designations, and therefore, special non-RRD/RMD on-site density transfers (such as for wetlands) shall not be permitted within an RRD/RMD project since the entire RRD/RMD concept is already based upon on-site density transfers to preserve no less than one-half of the project site.
    - 3.The RRD/RMD binding site plan, approved through the development-review process specified in Policies 2.121-B3.b and 2.121-C3.d, shall first include in the reservation area environmentally sensitive lands, such as wetlands and scrub or other endangered habitats, before setting aside lands for other reasons such as open space or continued agricultural uses.

- POLICY 2.121-A4: AGRICULTURE - The following Agricultural policies shall apply within Polk County:

    - a. Agricultural uses, unless further restricted by development regulations, shall be permitted within any future land use category, and a future land use designation shall not be grounds for denial of a "greenbelt" tax exemption claim if the property is used primarily for bona fide agricultural purposes in accordance with Section 193.461, FS.
    - b. Agricultural activities within an A/RR classification shall not be deemed inconsistent or incompatible with, or a nuisance to, development.
    - c. All development within an A/RR classification shall be designed in a manner compatible with adjacent agricultural activities, including the provision of adequate buffering.
    - d. Agricultural activities shall be given priority when making land use decisions within A/RR areas.
    - e. Polk County shall not duplicate the regulation of those aspects of agricultural activities that are adequately regulated by other governmental agencies, as determined by the Board of County Commissioners.
    - f. Land within areas designated as A/RR or Residential-Suburban (RS) may be used by family members of the property owner for use as a permanent residence at densities higher than that permitted by the A/RR or RS land use classification, upon approval by the Board of County Commissioners - but not to exceed a density of one dwelling unit per acre (1 DU/AC) and the minimum lot size shall be one acre. This provision is intended to promote the perpetuation of the family farm by making it possible for family members to both work and reside on the property devoted to agricultural uses.
    - g. In furtherance of Policy 2.402-A4, and to address the agricultural land use issues created by the devastating December 1989 freeze, the Polk County Land Development Division, and the Economic Development Council, shall work with organizations representing the commercial agricultural industry in Polk County, including, but not limited to, Florida Citrus Mutual, Florida Cattlemen's Association (Polk County), and Florida Farm Bureau Federation (Polk County) in order to coordinate the future land use needs of that industry.

- POLICY 2.115-A1: CHARACTERISTICS - Leisure/Recreation (L/R) areas are grounds and facilities oriented primarily toward providing recreational-related services for residents and short-term visitors to Polk County. These include, but are not limited to: fish camps, lodges and retreats, recreational-vehicle (RV) parks, retirement mobile home parks, golf courses, and accessory minor commercial uses necessary to support these facilities, such as bait shops and convenience stores.

- POLICY 2.115-A2: DESIGNATION AND MAPPING - Leisure/ Recreation lands shall be designated and mapped on the Future Land Use Map Series as "Leisure/Recreation" or "L/R"; and may include existing commercial recreation sites which are not included within an Activity Center, Linear Commercial Corridor, or Commercial Enclave. L/R shall also include recreation and retirement accommodations, resorts, and communities.

- POLICY 2.115-A3: LOCATION CRITERIA - Retirement, recreation, leisure, and associated commercial development shall occur within designated L/R Areas. The following factors shall be taken into consideration when determining the appropriateness of establishing new L/R areas:

    - a. Accessibility to arterial or collector roadways, with consideration being given to regional transportation issues for L/R developments supported by a regional or national market.
    - b. Proximity to recreational attractions that would support the proposed development, to include, but not limited to: recreational water bodies, governmental recreational facilities, natural amenities, or other regional tourist attractions.
    - c. Economic issues, such as minimum population support and market area radius (where applicable).
    - d. The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10.

- POLICY 2.115-A4: DEVELOPMENT CRITERIA - Development within a L/R area shall conform to the following criteria:

    - a. Permitted uses include, but are not limited to: retirement communities, marinas, fish camps, lodges and retreats, recreational-vehicle (RV) parks, golf courses, and accessory minor retail commercial uses necessary to support these facilities, such as bait shops and convenience stores.
    - b. Minor retail commercial uses within a L/R area shall be sized primarily for the purpose of serving the short-term visitor to Polk County, or supporting the active-recreational or leisure uses within the L/R area. No more than 7% of the net usable land within a specific L/R area shall be used for commercial uses.
    - c. L/R sites shall be designed to provide:
        - 1.Adequate parking to meet the present and future demands of the use and overflow parking designated and maintained for peak season events so as to prevent parking from encroaching upon public thoroughfares;
        - 2.Buffering 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; and
        - 3.Direct access to a paved publicly maintained road with adequate level-of-service (LOS) capacity.
    - d. Permitted lodging densities within the L/R are separated into three categories as follows:
        - Type A Leisure/Recreation - Permitted in all development areas, lodging densities may not exceed one dwelling unit per five acres (1 du/5 ac.) if there is no centralized community or public potable water system. Housing densities may reach two dwelling units per acre (2 du/ac.) if there is centralized community or public water provided. With central water and sewer, housing densities may reach four units per acre (4 du/ac.). A minimum of 50% open space is required within a Type A L/R development.

- Type B Leisure/Recreation - Permitted in TSDA, UGA, UEA and SDA, lodging structures may not exceed four (4) dwelling units attached. Lodging densities may not exceed one dwelling unit per five acres (1 du/5 ac.) if there is no centralized community or public potable water system. Lodging densities may reach three dwelling units per acre (3 du/ac.) if there is centralized community or public water provided. With central water and sewer, lodging may reach six units per acre (6 du/ac.).

- Type C Leisure/Recreation - Permitted only in TSDA and UGA. Community or public central water and sanitary sewer connection is mandatory. All types of lodging structures are permitted up to a maximum density of ten lodging units per acre (10 du/ac.) A minimum of 20% open space is required within a Type C L/R development. Type C recreational facilities are not permitted in the Green Swamp Area of Critical State Concern.

- RV parks permitting stays in excess of 30 days shall count each RV space as a unit in accordance with the density limits established above. Camping facilities that incorporate RV spaces within them shall not be considered as units towards the density calculations provided stays in excess of 30 days are prohibited within them.

- POLICY 2.115-A5: ADJACENT DEVELOPMENT - Subject to the criteria and requirements of Section 2.125-C relating to Transitional Areas, development adjacent to an L/R may include the following uses: Residential, Institutional, or Open Space.

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 2025-26.**

Planning Commission Recommendation: On November 5, 2025, in an advertised public hearing, the Planning Commission voted 7:0 to **recommend APPROVAL of LDCPAS-2025-26.**

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 CITY; Carlton Arms apartment complex	**North** CITY; Carlton Arms apartment complex	**Northeast** CITY; Carlton Arms apartment complex
West CITY; conservation	**Subject Site** A/RR; Natural Encounters Inc	**East** CITY; conservation
Southwest CITY; single-family residential	**South** CITY; single-family residential	**Southeast** CITY; 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 RDA's is to provide areas for rural activities such as agricultural uses, mining activities, and rural residential development. RDA's include those areas of the County that are not located within a TSDA, UGA, SDA, or UEA.

The request is a Future Land Use designation that is compatible with the surrounding area. In Section 2.108-A3 of the Comprehensive Plan, Leisure/Recreation is allowed within the RDA and

Policy 2.115-A5 of the Comprehensive Plan states that Residential can be adjacent to Leisure/Recreation. In this instance, there is residential to the north and south of the subject site within the city limits of Winter Haven. There will also be three remaining parcels adjacent to the subject site that reside within the Agricultural/Residential Rural (A/RR) Future Lane Use that are not going to be changed. They currently have single family residential development on site.

The Preserve and Wildlife Refuge currently developed on site was approved with Conditional Use LDCU-2018-52, which was approved by the Board of County Commissioners on April 16, 2019. This allowed for the site to exist as a Breeding, Boarding, and Rehabilitation Facility. The Conditional Use will remain in effect even with the Future Land Use change to L/R as this use is still not an allowable use within the new land use.

B. Infrastructure

The subject site will be serviced by City of Winter Haven's Utility Service Area for potable water. The Utilities GIS confirms that the water lines run adjacent to the west end of the subject site. However, wastewater will be handled by on-site septic. The site directly accesses onto Thompson Nursery Road (Urban Major Collector), which is near US Highway 27 (Urban Principal Arterial) to the east. There is available transportation capacity on Thompson Nursery Road and US Highway 27 on this link. Public safety response times are normal for this part of the County. While there is capacity within the schools, this area has developed as non-residential, so student generation will not occur. The request is compatible with the available infrastructure.

The road that accesses the site, Conservation Way, is a private road that is currently unpaved and has no sidewalks or shoulders. However, after a site visit from staff, the road is currently under construction to improve and widen the road to accommodate the new residential development that will also be accessing Conservation Way. Conservation Way is anticipated to be relocated and dedicated as a public road when the property to the south is developed. Conservation Way accesses directly onto Thompson Nursery Road, which is also approved for improvement to widen it from a 2-lane undivided road to a 4-lane road with a median.

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. The related case to this, LDCT-2025-18, acts to prohibit certain uses on site. None of the uses remaining will allow for residential development, so no student generation will occur even with the land use change.

Table 2 School Information

Name of School	Annual Estimated Demand	% Capacity 2024-2025 School Year	Average driving distance from subject site
South Pointe Elementary School	**0 student**	**48%**	**6.3 miles**
McLaughlin Academy Middle	**0 student**	**88%**	**7.3 miles**
Lake Region Senior High School	**0 student**	**61%**	**9.4 miles**

Source: Polk County School Board, Polk County Impact Fee Ordinance, GIS

It is important to note that the subject site will not generate any students as it is built out for recreation/leisure purposes.

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	**Central District Command Unit (**3635 Ave G N.W., Winter Haven, FL)	12.7 +/- miles Priority 1 – 8:11 Priority 2 – 22:25
Fire/ EMS	**Station #44** (1695 Masterpiece Road, Lake Wales)	4.8 +/- miles

Source: Polk County Sheriff's Office & Polk County Fire Rescue. Response times for October 2025.

Water and Wastewater

A. Estimated Demand

The subject site is within the City of Winter Haven's Utility Service Area for potable water. A representative from City of Winter Haven did confirm that a water line runs along the western edge of the subject site and it is connected, but no wastewater lines are adjacent. However, the wastewater lines will be extended along Thompson Nursery Road to accommodate the new residential developments. The site currently uses septic. The proposed L/R would theoretically use more water and produce more wastewater than the current land use of A/RR.

Table 4 Estimated Water and Sewer Impact Analysis

Permitted Intensity	**Maximum Permitted in Existing Land Use A/RR w/ PD**	**Maximum Allowable in Proposed L/R**
33 +/-acres **1,437,480sq ft**	**33 acres x 1 du/ac** **= 33 du**	**33 acres x 4 du/ac for RV units** **= 132 du**
Potable Water Consumption	**33 du X 360 GPD=** **11,880 GPD**	**132 du X 198 GPD =** **26,136 GPD**
Wastewater Generation	**33 du X 270 GPD =** **8,910 GPD**	**26,136 X 80% =** **20,909 GPD**

Source: Concurrency Manual: RL for single family residence is 360 GPD for water and 270 GPD for wastewater, RV Park is LDA for L/R with 198 GPD for water and 80% of water for sewer.

B. Service Provider

The subject site is within the City of Winter Haven's Utility Service Area for water, but the wastewater will be handled by septic. There is a Distribution Main Line for water that runs north to south on the west side of the subject property along the parcel edge. Site is connected to water as was confirmed by a City of Winter Haven representative.

C. Available Capacity

Information is not available for capacity as the water and wastewater is handled by City of Winter Haven Utilities. Staff requested information but it was not available at the time this report was submitted.

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 A/RR w/ PD**	**Maximum Allowable in Proposed L/R**
33 +/-acres 99,317 sq ft	**33 acres X 1du/ac = 3 du**	**33 acres x 4 du/ac = 132 du**
Average Annual	**33 du X 7.81 AADT = 258 Trips (100% New Trips)**	**132 du X 3.55 AADT = 417 Trips (89% New Trips)**
PM Peak	**33 du X 1 PM Peak = 33 Trips (100% New Trips)**	**132 du X 0.29 PM Peak = 34 Trips (89% New Trips)**

Source: Concurrency Manual and Table for Minor Traffic Study –Agricultural/Residential Rural (A/RR) Single Family Detached Housing at 7.81 AADT and 1 PM Peak Hours (100% new trips), and Recreational Homes at 3.55 AADT and 0.29 Peak Hours (89% new trips).

B. Available Capacity

The roads surrounding the subject site have sufficient PM Peak capacity available for a non-residential development. There is currently a Preserve and Wildlife Refuge developed on the site. The road accessing the site Thomson Nursery 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**
4160E	THOMPSON NURSERY ROAD (COUNTY ROAD 653 TO US 27)	C	212	D	C
4160W		C	189	D	C
5104N	US 27 (TOWERVIEW BOULEVARD TO STATE ROAD 540)	C	964	D	C
5104S		C	1044	D	C

Source: Polk Transportation Planning Organization, Roadway network Database 2025

C. Roadway Conditions

Thompson Nursery Road is an Urban Collector with available capacity in both directions. Thompson Nursery Road has a PCI rating of Good on this Road Link. US Highway 27 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. Conservation Way is privately owned, unpaved, and has no sidewalks. Conservation Way is anticipated to be relocated and dedicated as a public road when the property to the south is developed.

D. Sidewalk Network

There are no sidewalks running west to east along Thomspon Nursery Road, but there are sidewalks that run north to south along the west side of US Highway 27 east of the subject site.

E. Planned Improvements:

Thompson Nursery Road is currently under construction for improvement to widen from US Highway 27 to Lake Ruby Drive, taking it from 2 lanes undivided to 4 lanes with a median.

F. Mass Transit

Mass transit is available in the area with the Route 30 for Legoland from Citrus Connection on State Road 540 (Cypress Gardens Boulevard) to the north, with the closest stop to the east at Eagle Ridge Mall.

Park Facilities:

The following analysis is based on public recreation facilities.

A. Location:

The nearest neighborhood park is Waverly Park 4.2 miles northeast of the site driving, and the nearest regional Park is Lake Florence Park 3.7 miles to the northwest of the subject site.

B. Services:

Waverly Park has a cricket pitch, an athletic field and basketball courts. You will also find a playground, restrooms, picnic tables and picnic shelters. Lake Florence Park has a dock and boat launch site.

C. Multi-use Trails:

The closest free hiking trail is the Lake Gwyn Park which is 7.9 miles to the west of the subject site.

D. Environmental Lands:

This site contains no County owned environmental lands. The closest environmental lands to the site is the Barbara Pederson Wildlife Preserve. It is part of the Green Horizons Land Trust, 2.5 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

A. Surface Water:

There is no surface water on the subject site. On the Polk Green Map, site does not show in the Potential Network Connection. There are no Conservation Easements on the site as well.

B. Wetlands/Floodplains:

There are no wetlands or floodplains on the subject site. There is Flood Zone AE to the west of the subject site. Site is not park of the Polk Green Network Connection and does not have a Conservation Easement on 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 comprised of a variety that could prove difficult for development.

Table 8

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to Dwellings w/o Basements**	**% of Site** *(approximate)*
Sparr sand, 0 to 5 percent slopes (14)	Severe: wetness, poor filter	Moderate: wetness	50.9
Immokalee sand (21)	Severe: wetness	Severe: wetness	1.4
Pompano fine sand (30)	Severe: wetness, poor filter	Severe: wetness	21.8
Holopaw fine sand, frequently ponded, 0 to 1 percent slopes (33)	Severe: ponding, poor filter	Severe: ponding	2.0
Wauchula fine sand (40)	Severe: wetness, percs slowly	Severe: wetness	1.2
Satellite sand, 0 to 2 percent slopes (77)	Severe: wetness, poor filter	Severe: wetness	22.7

*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 Winter Haven Utilities.

G. Airports:

The site is not within an Airport Impact District.

Economic Factors:

The development of this site does not negatively affect the economy of the County. It does provide a place for educational purposes as a functioning Preserve and Wildlife Refuge.

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. Recreation/Leisure (R/L) would be compatible with the surrounding area, as residential uses are allowable next to R/L per Policy 2.115-A5.

Comprehensive Plan Policy	Consistency Analysis
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 a mix of multifamily to the north, single-family to the south, and conservation to the east and west. There are three single family homes remaining within the A/RR FLU that will border the site. Site is almost completely surrounded by the city limits of Winter Haven. City of Winter Haven Utilities are available in this area for water, but wastewater will be handled by onsite septic. 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 request is consistent with this policy as the site has already been developed with the attraction for some time. The Future Land Use change simply allows to operate under a conformity that would give them potential expansion opportunities in the future. There is ample connectivity to water and electricity. Site is connected to water as was confirmed by a City of Winter Haven employee. 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, which is not an issue since the site is non-residential. The overall parcel does not contain wetlands or floodplains.
POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable);e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways; 2.sanitary sewer and potable water service; 3. storm-water management; 4. solid waste collection and disposal; 5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment; 6. emergency medical service (EMS) provisions; and 7. other public safety features such as law enforcement; 8. schools and other educational facilities 9. parks, open spaces, civic areas and other community facilities, f. environmental factors, including, but not limited to: 1. environmental sensitivity of the property and adjacent property; 2. surface water features, including drainage patterns, basin characteristics, and flood hazards; 3. wetlands and primary aquifer recharge areas; 4. soil characteristics; 5. location of potable water supplies, private wells, public well fields; and 6. climatic conditions, including prevailing winds, when applicable.	

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.108-A1: DESCRIPTION - Rural-Development Areas (RDA) shall be all unincorporated areas within the County that are not located within a Transit Supportive Development Area, Urban-Growth Area, Suburban-Development Area, or Utility-Enclave Area. Development in these areas is characterized by large open areas, agricultural use, with scattered development and rural centers. Services are limited and mostly found in the rural centers and clustered developments. POLICY 2.108-A2: DESIGNATION AND MAPPING - The Future Land Use Map Series shall designate and map Rural-Development Area base areas for those areas of the County meeting the general characteristics of this Section. POLICY 2.108-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within Rural-Development Areas: o a. ACTIVITY CENTERS: Rural-Cluster Centers, and Tourism Commercial Centers shall be permitted within RDAs in accordance with applicable criteria. o b. RESIDENTIAL: Rural Residential Districts (Section 2.121) and Rural Cluster Center (RCC) shall be permitted within RDA's in accordance with applicable criteria. o c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business Park Centers, Office Centers, Phosphate Mining, Leisure/Recreation, Agricultural/Residential-Rural, Recreation and Open Space, Preservation, Institutional. Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in Section 2.109. POLICY 2.108-A4: OVERLAY DISTRICTS - All Overlay Districts shall be permitted within RDAs in accordance with applicable criteria. POLICY 2.108-A5: DEVELOPMENT CRITERIA - Development within RDAs shall be guided by the following criteria: o a. The detailed criteria listed for each land use category permitted within the Rural-Development Area;	Leisure/Recreation (L/R) is an allowable use in the Rural Development Area (RDA). 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 27, but none along Thompson Nursery Road, the accessing road to the site. Thompson Nursery Road is an Urban Collector road with available capacity. Conservation Way is a private road that is currently unpaved. It has no sidewalks or shoulders, but is currently under construction to accommodate new residential development. Conservation Way is anticipated to be relocated and dedicated as a public road when the property to the south is developed. There are emergency services, parks, education, mass transit, and multifamily residential development closeby at Carlton Arms. The subject site just barely sits within the TCCO Corridor which allows for higher density developments.

Comprehensive Plan Policy	Consistency Analysis
o b. Elementary, middle and high schools and other community facilities and essential services will be allowed as conditional use, in accordance with the guidelines of the County's Land Development Code; and o c. Be designed to facilitate the provision of public safety services (i.e., fire, EMS and law enforcement). o d. Connect to public sewer as required by the Nutrient Restoration Plan Overlay. POLICY 2.108-A6: MONITORING - The County shall monitor the amount and rate of development in the "Rural-Development Area." The Board of County Commissioners shall take action to amend the Comprehensive Plan to limit development in the Rural-Development Area should RMD development exceed 18 over a three year period. This evaluation shall occur once after the third year of Plan implementation and at every evaluation and appraisal report cycle. If the number of RMDs exceed 18 after the first three year period, or 6 for any year after the initial three year period, Polk County shall amend the Comprehensive Plan as follows: o a. adopt a cap on the number of RRDs and RMDs that can occur in the Rural-Development Area in any given year; o b. adopt locational and/or spacing criteria for RRDs and RMDs; or o c. provide DEO with additional data and analysis to justify why development in the Rural-Development Area has exceeded historical trends.	
POLICY 2.115-A1: CHARACTERISTICS - Leisure/Recreation (L/R) areas are grounds and facilities oriented primarily toward providing recreational-related services for residents and short-term visitors to Polk County. These include, but are not limited to: fish camps, lodges and retreats, recreational-vehicle (RV) parks, retirement mobile home parks, golf courses, and accessory minor commercial uses necessary to support these facilities, such as bait shops and convenience stores. POLICY 2.115-A2: DESIGNATION AND MAPPING - Leisure/ Recreation lands shall be designated and mapped on the Future Land Use Map Series as "Leisure/Recreation" or "L/R"; and may include existing commercial recreation sites which are not included within an Activity Center, Linear	The subject site is currently designated as Agricultural/Residential Rural (A/RR), which is also an allowable use in the RDA and abuts appropriate land uses. The site already has a Preserve and Wildlife Refuge attraction developed on it and is abutting single family residences to the south and multifamily to the north. The request is to change the future land use to Leisure/Recreation (L/R). Site has direct access from Conservation Way onto Thompson Nursery Road, an Urban Major Collector, with close proximity to US Highway 27, a Principal Arterial. Legoland is nearby to the northwest of the subject site.

Comprehensive Plan Policy	Consistency Analysis
Commercial Corridor, or Commercial Enclave. L/R shall also include recreation and retirement accommodations, resorts, and communities. POLICY 2.115-A3: LOCATION CRITERIA - Retirement, recreation, leisure, and associated commercial development shall occur within designated L/R Areas. The following factors shall be taken into consideration when determining the appropriateness of establishing new L/R areas: o a. Accessibility to arterial or collector roadways, with consideration being given to regional transportation issues for L/R developments supported by a regional or national market. o b. Proximity to recreational attractions that would support the proposed development, to include, but not limited to: recreational water bodies, governmental recreational facilities, natural amenities, or other regional tourist attractions. o c. Economic issues, such as minimum population support and market area radius (where applicable). o d. The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10. POLICY 2.115-A4: DEVELOPMENT CRITERIA - Development within a L/R area shall conform to the following criteria: o a. Permitted uses include, but are not limited to: retirement communities, marinas, fish camps, lodges and retreats, recreational-vehicle (RV) parks, golf courses, and accessory minor retail commercial uses necessary to support these facilities, such as bait shops and convenience stores. o b. Minor retail commercial uses within a L/R area shall be sized primarily for the purpose of serving the short-term visitor to Polk County, or supporting the active-recreational or leisure uses within the L/R area. No more than 7% of the net usable land within a specific L/R area shall be used for commercial uses. o c. L/R sites shall be designed to provide: □ 1.Adequate parking to meet the present and future demands of the use and overflow parking designated and maintained for peak season events so as to prevent parking from encroaching upon public thoroughfares; □ 2.Buffering where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas,	

Comprehensive Plan Policy	Consistency Analysis
dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions; and □ 3.Direct access to a paved publicly maintained road with adequate level-of-service (LOS) capacity. o d. Permitted lodging densities within the L/R are separated into three categories as follows: □ Type A Leisure/Recreation - Permitted in all development areas, lodging densities may not exceed one dwelling unit per five acres (1 du/5 ac.) if there is no centralized community or public potable water system. Housing densities may reach two dwelling units per acre (2 du/ac.) if there is centralized community or public water provided. With central water and sewer, housing densities may reach four units per acre (4 du/ac.). A minimum of 50% open space is required within a Type A L/R development. □ Type B Leisure/Recreation - Permitted in TSDA, UGA, UEA and SDA, lodging structures may not exceed four (4) dwelling units attached. Lodging densities may not exceed one dwelling unit per five acres (1 du/5 ac.) if there is no centralized community or public potable water system. Lodging densities may reach three dwelling units per acre (3 du/ac.) if there is centralized community or public water provided. With central water and sewer, lodging may reach six units per acre (6 du/ac.). □ Type C Leisure/Recreation - Permitted only in TSDA and UGA. Community or public central water and sanitary sewer connection is mandatory. All types of lodging structures are permitted up to a maximum density of ten lodging units per acre (10 du/ac.) A minimum of 20% open space is required within a Type C L/R development. Type C recreational facilities are not permitted in the Green Swamp Area of Critical State Concern. □ RV parks permitting stays in excess of 30 days shall count each RV space as a unit in accordance with the density limits established above. Camping facilities that incorporate RV spaces within them shall not be considered as units towards the density calculations provided stays in excess of 30 days are prohibited within them. POLICY 2.115-A5: ADJACENT DEVELOPMENT - Subject to the criteria and requirements of Section 2.125-C relating to Transitional Areas, development	

Comprehensive Plan Policy	Consistency Analysis
adjacent to an L/R may include the following uses: Residential, Institutional, or Open Space.	

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. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Summary of analysis
b. *Allows a significant amount of urban development to occur in rural areas.*	Summary of analysis
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Summary of analysis, surrounding Development, compatibility
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Summary of analysis, surrounding Development, compatibility
e. *Fails to adequately protect adjacent agricultural areas.*	Compatibility with Surrounding Land Uses
f. *Fails to maximize existing public facilities and services.*	Summary of Analysis, Infrastructure
g. *Fails to minimize the need for future facilities and services.*	Summary of Analysis, Infrastructure
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Summary of Analysis, Infrastructure
i. *Fails to provide a clear separation between urban and rural uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Summary of Analysis, Compatibility with Surrounding Land Uses
k. *Fails to encourage an attractive and functional mixture of land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
l. *Will result in poor accessibility among linked or related land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
m. *Results in the loss of a significant amount of open space.*	Summary of Analysis, Compatibility with Surrounding Land Uses

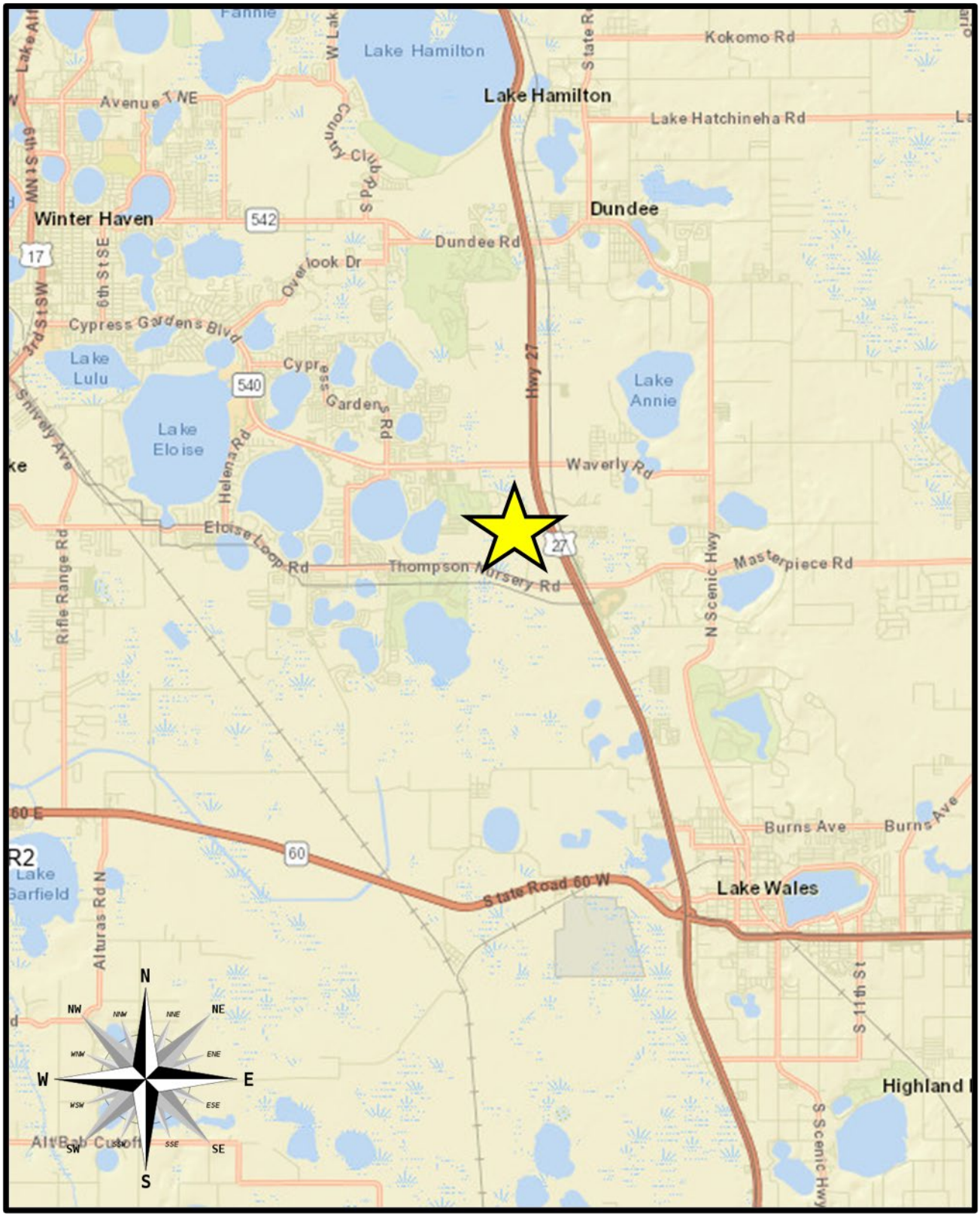
Comments from other agencies

City of Winter Haven was contacted regarding this project and they had no comments or concerns

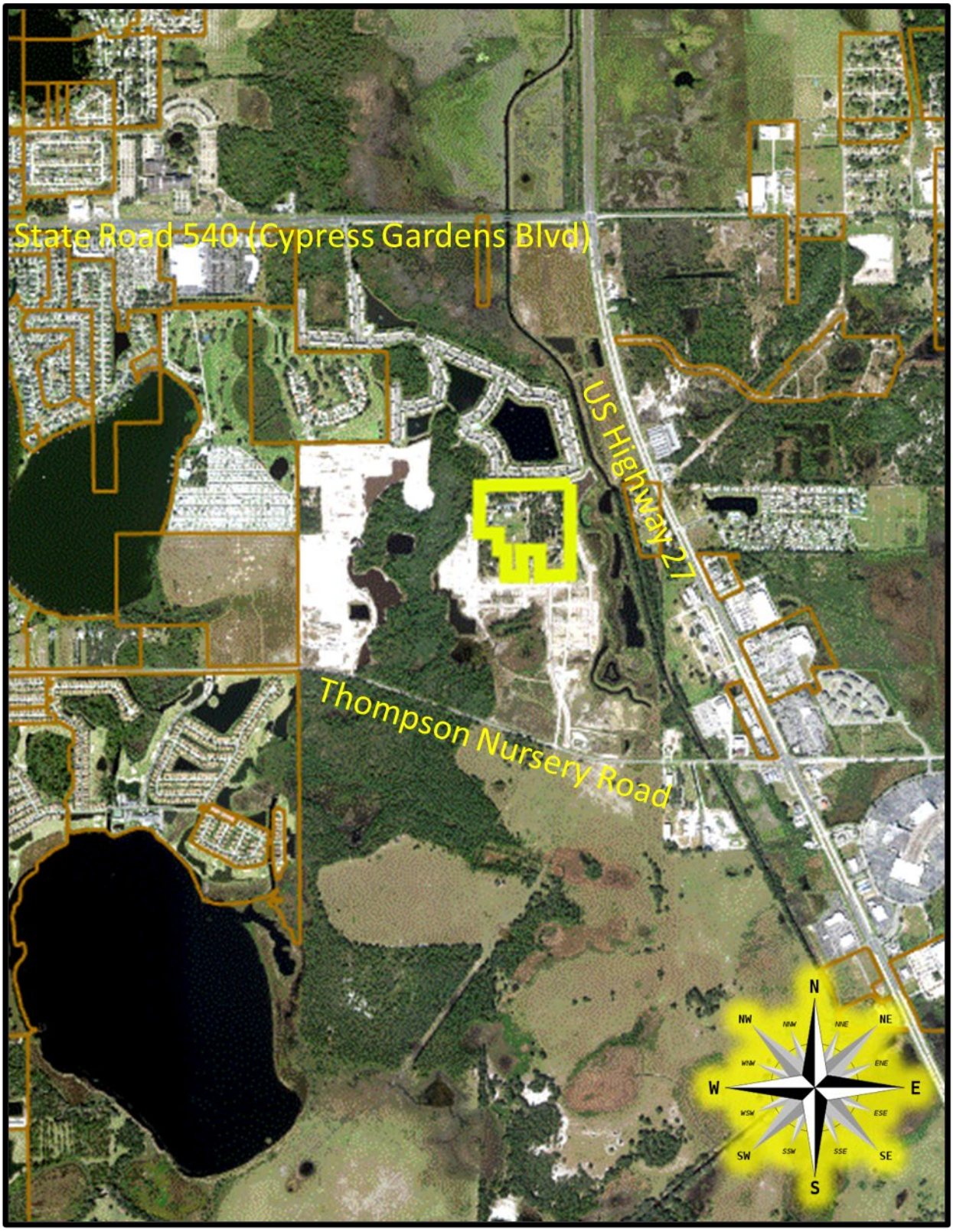
Exhibits:

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	A/RR Permitted and Conditional Uses
Exhibit 6b	L/R Permitted and Conditional Uses
Exhibit 7	Winter Haven Future Land Use
Exhibit 8	Site Plan from LDCU-2018-52

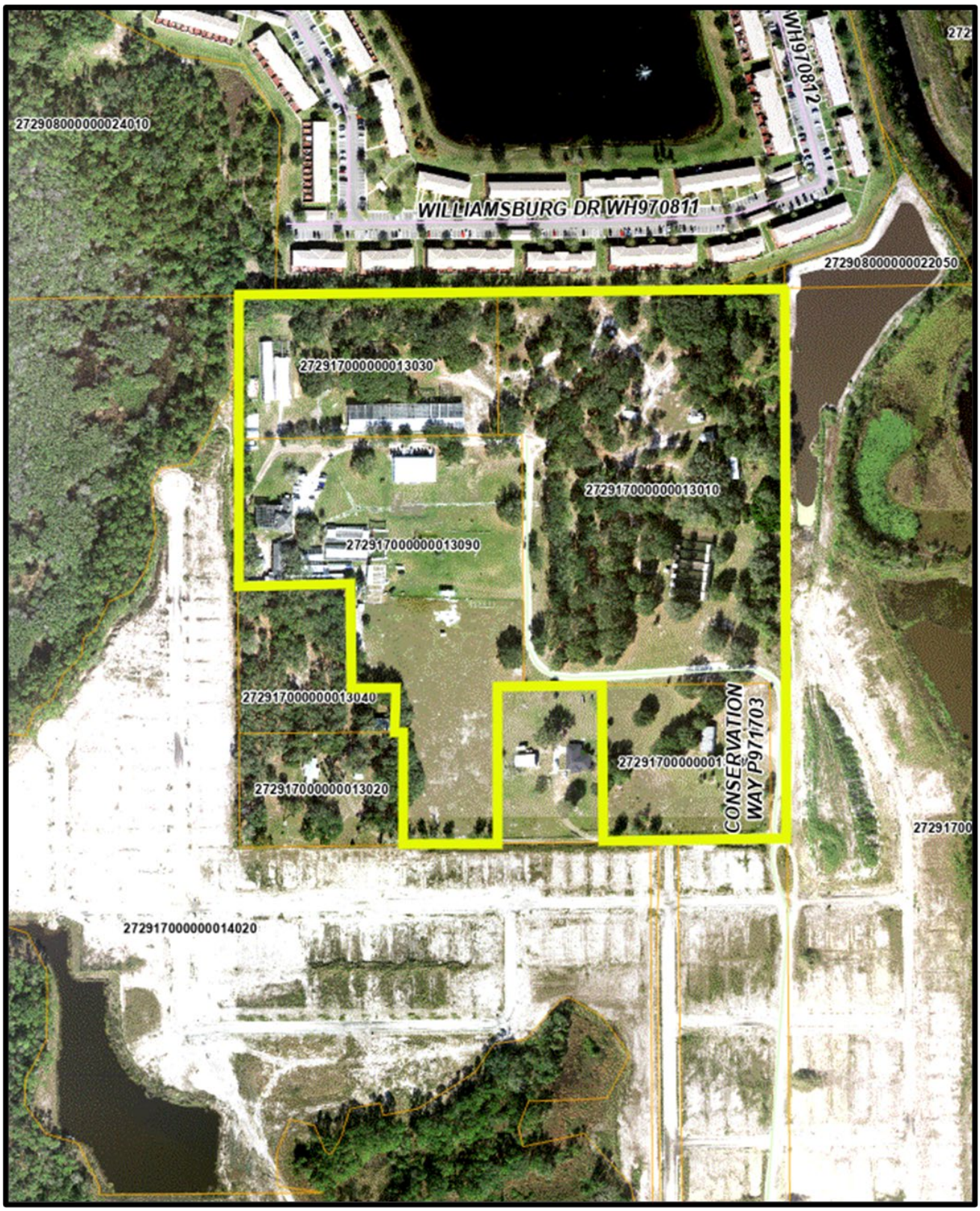
Applicant's submitted documents and ordinance as separate files



LOCATION MAP



2023 AERIAL PHOTO CONTEXT



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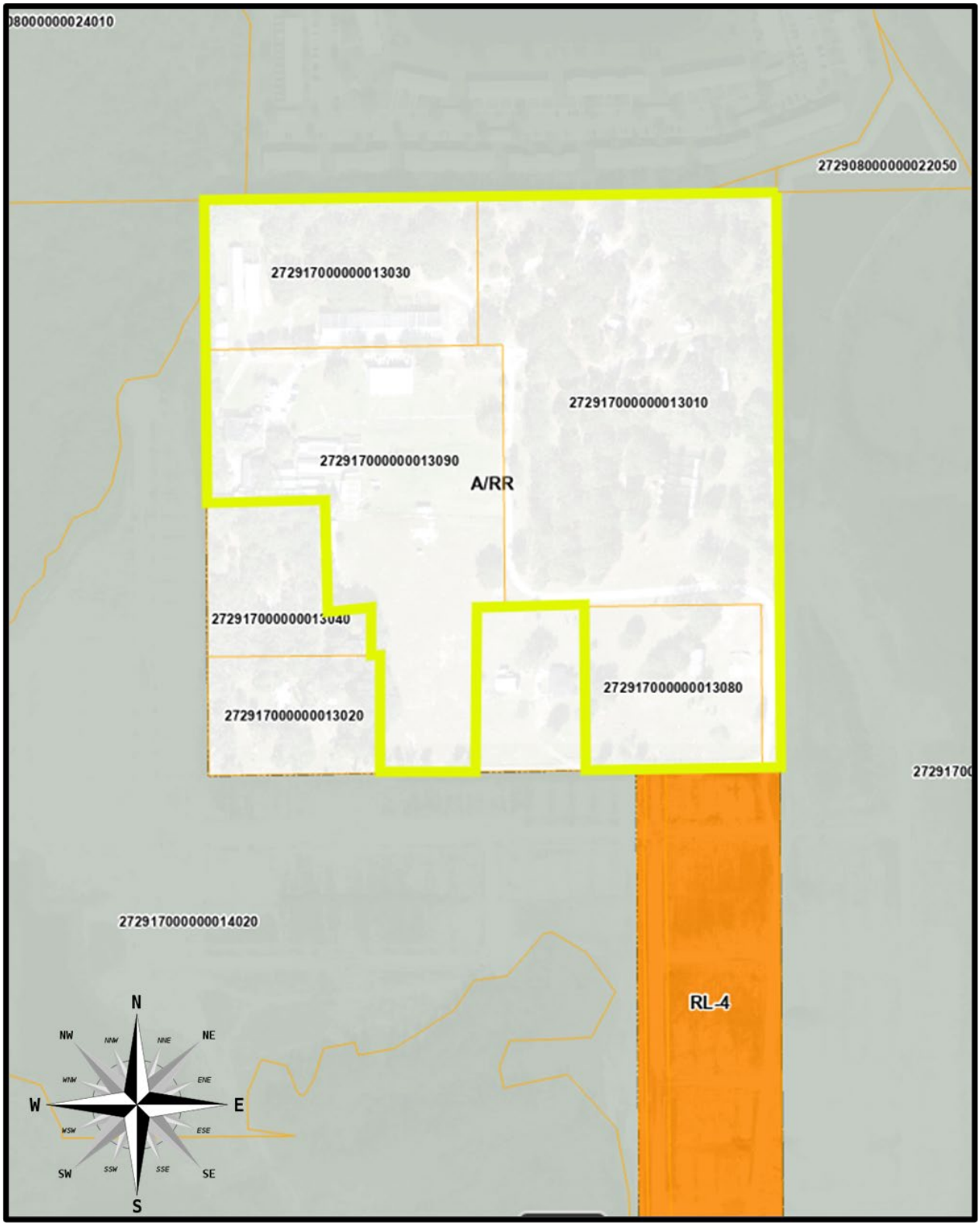
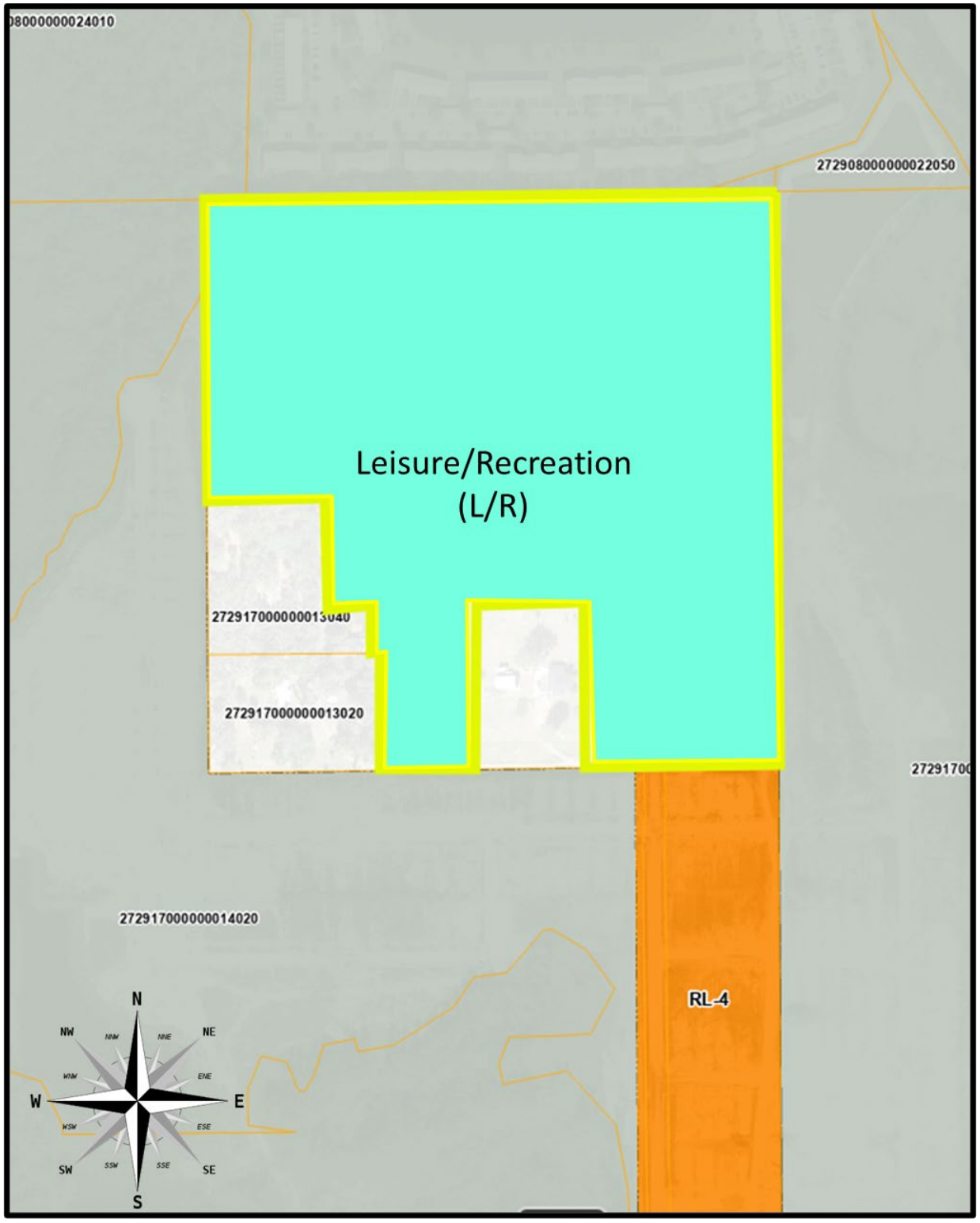


CURRENT FLUM
Agricultural/Residential Rural (A/RR)



PROPOSED FLUM
Leisure/Recreation (L/R)

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
A/RR	Single-family Detached Home & Subdivision, Animal Farm-Intensive, Farming General, Kennels- Boarding and Breeding, Livestock Sale-Auction, Nurseries and Greenhouses, Utilities- Class I, Veterinary Service	Family Farm, Group Home- Small (6 or less residents), Mobile Homes-Individual, Emergency Shelter-Small (6 or less residents), Golf Course, Recreation- Passive, Riding Academies, Utilities- Class II, Farm Worker Dormitory- Apartment Style, Cemetery, Communication Tower- Monopole, Communication Towers- Guyed and Lattice, Convenience Stores- Isolated, Heliports, Helistops, Recreation-Low Intensity, Solar Electric-Power Generation Facility	Farm Worker Dormitory- Barrack Style, Fly-in Community, Group Home- Large (7-14 residents), Group Living Facility (15 or more residents), Mobile Home Park, Mobile Home Subdivision, Rural Residential Development (RRD), Planned Development, Residentially Based Mixed Development (RBMD), Rural Mixed Development (RMD), Adult Day Care Center (7 or more clients), Agricultural Support- Off-Site, Bed and Breakfast, Breeding- Boarding- and Rehabilitation Facility- Wild or Exotic, Childcare Center, Community Center, Cultural Facility, Emergency Shelter- Large (15 or more residents), Emergency Shelter- Medium (7-14 residents), Event Facility, Government Facility, Lime Stabilization Facility, Lodges and Retreats, Marinas and Related Facilities, Mining- Non-phosphate, Outdoor Concert Venue, Recreation-High Intensity, Recreation- Vehicle Oriented, Recreational Camping, Religious Institution, School-Elementary, School- Leisure/Special Interest, School-Technical/Vocational/Trade & Training, Seaplane Base, Utilities-Class III, Airport, Correctional Facility, Residential Treatment Facility, Water Ski Schools

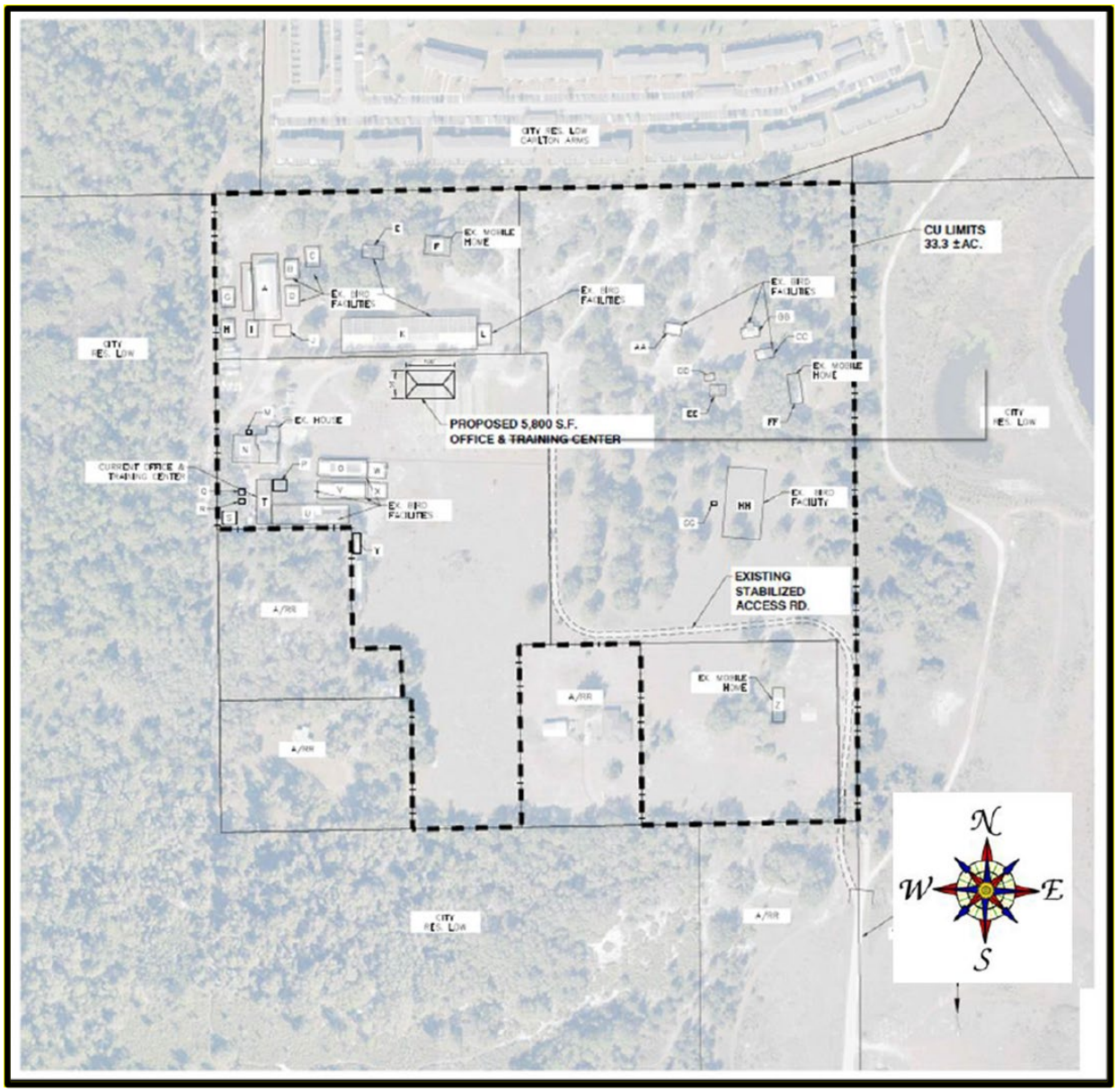
Agricultural/Residential Rural (A/RR)
PERMITTED AND CONDITIONAL USES

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
L/R	Short-Term Rental Unit, Farming General, Fish Camp, Lodges and Retreats, Restaurant-Sit-down/Take-out, Riding Academies, School-Leisure/Special Interest, Utilities-Class I, Utilities- Class II, Veterinary Service	Alcohol Package Sales, Bars-Lounges- and Taverns, Golf Course, Marinas and Related Facilities, Recreation- High Intensity, Recreation- Low Intensity, Recreation- Passive, School-Technical/Vocational/Trade & Training, Multi-family, Childcare Center, Community Center, Convenience Stores- Isolated, Cultural Facility, Hotels and Motels, Medical Marijuana Dispensaries, Personal Service, Recreation & Amusement General, Recreation-Vehicle Oriented, Recreational Camping, Recreational Vehicle Park, Religious Institution, Restaurant- Drive-thru/Drive-in, Retail- 10-000 – 34-999 sq. ft., Retail- Less than 10-000 sq. ft.	Mobile Home Park, Planned Development, Communication Tower- Monopole, Government Facility, Helistops, Mining-Non-phosphate, Nightclubs and Dance Halls, Outdoor Concert Venue, Seaplane Base, Utilities-Class III, Water Ski Schools, Recreation & Amusement Intensive

Recreation/Leisure (R/L)

PERMITTED AND CONDITIONAL USES

Winter Haven Future Land Use



SITE PLAN FROM LDCU-2018-52

ORDINANCE NO. 25 -____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF AMENDMENT **LDCPAS-2025-26;** AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN; ORDINANCE 92-36, AS AMENDED TO CHANGE THE FUTURE LAND USE DESIGNATION ON +/- 33 ACRES FROM AGRICULTURAL/RESIDENTIAL RURAL (A/RR) TO LEISURE/RECREATION (L/R), IN THE RURAL DEVELOPMENT AREA (RDA) AND A TEXT AMENDMENT TO APPENDIX 2.135, PARCEL SPECIFIC FUTURE LAND USE TO ADD DEVELOPMENT CONDITIONS . THE SUBJECT SITE IS LOCATED SOUTH OF STATE ROAD 540 (CYPRESS GARDENS BOULEVARD), EAST OF COUNTY ROAD 540A, WEST OF US HIGHWAY 27, NORTH OF THOMPSON NURSERY ROAD, AND SURROUNDED BYT THE CITY LIMITS OF WINTER HAVEN, IN SECTION 17, 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 November 5^{THt}, 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 December 16th, 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 MAP 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 +/- 33 acres site from Agricultural/Residential Rural (A/RR) to Leisure/Recreation (L/R), in the Rural Development Area (RDA) on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

Parcels #272917-000000-013030, 272917-000000-013090, 272917-000000-013010, 272917-000000-013080

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA AND RUN THENCE ALONG THE NORTH LINE THEREOF, N88°52'02"E A DISTANCE OF 1329.80 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1 /4; RUN THENCE ALONG THE EAST LINE OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1/4, S00°26'35"E A DISTANCE OF 1331.65 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1 /4; RUN THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1 /4, S89°06'13"W A DISTANCE OF 450.01 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED BY WARRANTY DEED IN OFFICIAL RECORD BOOK 4432, PAGE 2060, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; RUN THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE COURSES: (1) N00°26'35"W A DISTANCE OF 377.01 FEET; (2) THENCE S89°06'13"W A DISTANCE OF 251.69 FEET; (3) S00°31 '50"E A DISTANCE OF 377.01 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1/4; RUN THENCE ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1 / 4, S89°06' 13"W A DISTANCE 226.58 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED BY QUIT CLAIM DEED IN OFFICIAL RECORD BOOK 3993,PAGE 2014 PUBLIC RECORDS OF POLK COUNTY, FLORIDA. RUN THENCE ALONG THE EAST BOUNDARY THEREOF, N00°31 '50"W A DISTANCE OF 272.01 FEET; THENCE S89°06'13"W A DISTANCE OF 19.00 FEET; THENCE N00°31 '50"W A DISTANCE OF 105.00 FEET; THENCE S89°06'13"W A DISTANCE OF 103.00 FEET; TO THE BOUNDARY OF SAID PARCEL DESCRIBED BY QUIT CLAIM DEED; RUN THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO COURES: (1)

N00°31 '50"W A DISTANCE OF 251.51 FEET; (2) S89°06'13"W A DISTANCE OF 278.01 FEET TO THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; RUN THENCE ALONG SAID WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, N00°31'50"W A DISTANCE OF 697.64 FEET TO THE POINT OF BEGINNING.

SECTION 3: COMPREHENSIVE PLAN TEXT AMENDMENT

The text of Ordinance No. 92-36, as amended (the "Polk County Comprehensive Plan"), is hereby amended by changing Appendix 2.135 as shown in Attachment "B" of this Ordinance. Text to be added to the is underlined.

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 be effective on January 17th, 2026 (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.

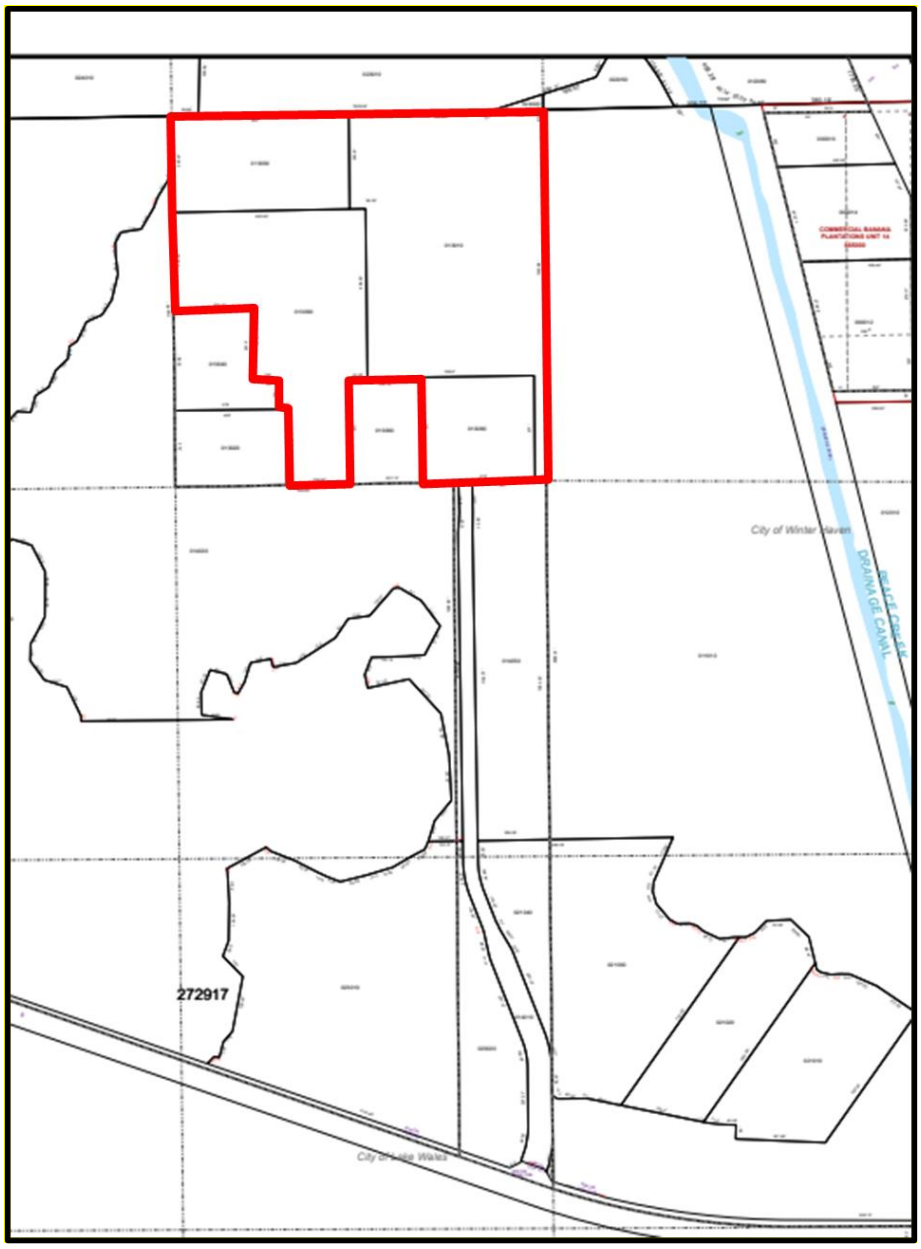
SECTION 6: FILING WITH THE DEPARTMENT OF STATE:

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 December 16th, 2025.

ATTACHMENT "A"

LDCPAS-2025-26
Development Area: Rural Development Area (RDA)
Location: South of State Road 540, east of County Road 540A, west of US Highway 27, north of Thompson Nursery Road, and surrounded by the city limits of Winter Haven.
Section-17 Township-29 Range-24



PARCEL DETAIL

Note: Not to Scale

Attachment "B"

SECTION 2.135-W – Development Guidelines for Parcel Numbers 272917-000000-013030, 272917-000000-013090, 272917-000000-013010, 272917-000000-013080

Objetive 2.135-W: Through the adoption of LDCPAS-2025-26, this section of the plan enables this specific property to be developed with Leisure/Recreation (L/R) land use in a limited fashion as established in the Polk County Land Development Code through LDCT-2025-18. This agreement fulfills the objectives of the applicant and the County.

- **Policy 2.135-W1: DESIGNATION AND MAPPING – Land use for this parcel shall be designated and mapped on the Future Land Use Map Series as Leisure/Recreation (L/R).**

- **Policy 2.135-W2: LOCATION CRITERIA – The section applies to the property legally described as:**

  Parcels #272917-000000-013030, 272917-000000-013090, 272917-000000-013010, 272917-000000-013080

  BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA AND RUN THENCE ALONG THE NORTH LINE THEREOF, N88°52'02"E A DISTANCE OF 1329.80 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1 /4; RUN THENCE ALONG THE EAST LINE OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1/4, S00°26'35"E A DISTANCE OF 1331.65 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1 /4; RUN THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1 /4, S89°06'13"W A DISTANCE OF 450.01 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED BY WARRANTY DEED IN OFFICIAL RECORD BOOK 4432, PAGE 2060, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; RUN THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE COURSES: (1) N00°26'35"W A DISTANCE OF 377.01 FEET; (2) THENCE S89°06'13"W A DISTANCE OF 251.69 FEET; (3) S00°31 '50"E A DISTANCE OF 377.01 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1/4; RUN THENCE ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1 / 4, S89°06' 13"W A DISTANCE 226.58 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED BY QUIT CLAIM DEED IN OFFICIAL RECORD BOOK 3993,PAGE 2014 PUBLIC RECORDS OF POLK COUNTY, FLORIDA. RUN THENCE ALONG THE EAST BOUNDARY THEREOF, N00°31 '50"W A DISTANCE OF 272.01 FEET; THENCE

S89°06'13"W A DISTANCE OF 19.00 FEET; THENCE N00°31 '50"W A DISTANCE OF 105.00 FEET; THENCE S89°06'13"W A DISTANCE OF 103.00 FEET; TO THE BOUNDARY OF SAID PARCEL DESCRIBED BY QUIT CLAIM DEED; RUN THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO COURES: (1)
N00°31 '50"W A DISTANCE OF 251.51 FEET; (2) S89°06'13"W A DISTANCE OF 278.01 FEET TO THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; RUN THENCE ALONG SAID WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, N00°31'50"W A DISTANCE OF 697.64 FEET TO THE POINT OF BEGINNING.

Impact Assessment Statement

A. Land and Neighborhood Characteristics: to assess the compatibility of the requested land use district with the adjacent property and to evaluate the suitability of the site for development, the applicant shall:

1. Show how and why is the site suitable for the proposed uses;

The establishment of an L/R district on the Subject Property meets the criteria set out in the Polk County Comprehensive Plan for both RDAs and L/R districts. See Consistency Analysis. In addition, the Subject Property's proximity to Legoland and its established reputation within the wildlife industry makes it well-suited as a destination for visitors to Polk County.

2. Provide a site plan showing each type of existing and proposed land use;

See attached Future Land Use Map.

3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses;

The landscaping and buffering required by the Polk County Land Development Code and parcel-specific text amendments adequately ensure that the proposed request is compatible with adjacent uses and entitlements in the area. The Owners will take all reasonable and necessary steps to minimize the impacts on the properties surrounding the requested land use map amendment.

4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped;

The Subject Property is located in area that is either developed or going through development.

5. Describe each of the uses proposed in a Planned Development and identify the following:

a. The density and types of residential dwelling units;

b. The type of commercial and industrial uses;

c. The approximate customer service area for commercial uses;

d. The total area proposed for each type of use, including open space and recreation

The Property is not within a Planned Development. Any development of the Property would be consistent with the Polk County Land Development Code, the Polk County Comprehensive Plan, and proposed site specific development criteria.

B. Access to Roads and Highways: to assess the impact of the proposed development on the existing, planned and programmed road system, the applicant shall:

1. Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;

The Subject Property is currently developed. Any future development or redevelopment will be reviewed through Level 2.

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;

The Subject Property has been previously developed. Any future development or redevelopment will be reviewed through Level 2.

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;

The requisite number of parking spaces required by the Polk County Land Development Code will be determined at Level 2 based on the actual square footage of any structures proposed to be constructed.

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and

Access will be provided via Conservation Way, a private road established through a private easement. It is anticipated that Conservation Way be further improved as property to the east and west is fully developed.

5. Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.

Modes of transportation to the Subject Property are primarily focused on automobiles.

C. Sewage: to determine the impact caused by sewage generated from the proposed development, the applicant shall:

1. Calculate the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development;

No impact on sewage generation is anticipated. The Subject Property has been previously developed.

2. Describe the proposed method and level of treatment, and the method of effluent disposal for the proposed sewage treatment facilities if on-site treatment is proposed;

No impact on sewage generation is anticipated. The Subject Property has been previously developed.

3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems;

Any proposed system will be designed in accordance with applicable and appropriate rules and regulations.

4. Identify the service provider; and

The Subject Property has been previously developed. No impact to sewer is anticipated.

5. Indicate the current provider’s capacity and anticipated date of connection.

No impact is anticipated. The Subject Property has been previously developed.

D. Water Supply: to determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area, the applicant shall:

1. Indicate the proposed source of water supply and, the type of treatment;

No significant impact to water supply is anticipated. The Subject Property has been previously developed.

2. Identify the service provider;

No significant impact to water supply is anticipated. The Subject Property has been previously developed.

3. Calculate the estimated volume of consumption in gallons per day (GPD); and

No significant impact to water consumption is anticipated. The site has been previously developed.

4. Indicate the current provider's capacity and anticipated date of connection

Connection is not anticipated. The site has been previously developed.

E. Surface Water Management and Drainage: to determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development, the applicant shall:

1. Discuss the impact the proposed development will have on surface water quality;

The stormwater management system for the project site will be designed to meet regulatory requirements that will ensure adequate BMPs are instituted. The property does not have any areas of concern and surface water quality will not be negatively impacted by the development.

2. Describe the alteration to the sites natural drainage features, including wetland, that would be necessary to develop the project;

There does not appear to be any state or federal jurisdictional wetlands or surface water features located within the project site.

3. Describe the impact of such alterations on the fish and wildlife resources of the site;

Based on the available GIS information, there are no state or federally jurisdictional wetland or surface water features or other bodies of open water identified within the project site. In addition, the Subject Property is already developed. As such, there is no anticipated impact on fish and wildlife resources.

4. Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.

No change is anticipated.

F. Population: to determine the impact of the proposed developments additional population, the applicant shall:

1. Calculate the projected resident (and transient) population of the proposed development and the generated population in the case of commercial or industrial uses;

Indeterminable at this time.

2. Describe, for commercial and industrial projects, the employment characteristics including the anticipated number of employees, type of skills or training required for the new jobs, the percentage of employees that will be found locally or are expected to be drawn from outside the county or state, and the number of shifts per day and employees per shift;

Indeterminable at this time.

3. Indicate the expected demographic composition of the additional population (age/socio-economic factors); and

Indeterminable at this time.

4. Describe the proposed service area and the current population thereof.

Indeterminable at this time. Market data will be submitted upon completion.

G. General Information: to determine if any special needs or problems will be created by the proposed development, the applicant shall:

1. List and discuss special features of the proposed development that promote desirability and contribute to neighborhood needs; and

The proposed future land use map amendment would allow for the proposed development to provide convenience Leisure/Recreation uses in area that is predominantly single-use residential. The Proposed Request would also provide visitors to Polk County with a nature-based attraction.

2. Discuss the demand on the provision for the following services:

a. Parks and Recreation;

None.

b. Educational Facilities (preschool/elementary/middle school/high school);

None.

c. Health Care (emergency/hospital);

No impact to health care is anticipated.

d. Fire Protection;

No impact on fire protection is anticipated. The Subject Property has been previously developed.

e. Police Protection and Security; and

No impact on police protection and security is anticipated. The Subject Property has been previously developed.

f. Electrical Power Supply

Indeterminable at this time.

H. Maps: the following maps shall accompany all Impact Assessment Statements:

Map A: A location map showing the relationship of the development to cities, highways, and natural features;

See attached Parcel Map; see attached Roads Map.

Map B: A Topographical Map with contour intervals of no greater than five feet, the identification of the property boundaries, and a delineation of the areas of special flood hazard (100 year flood plain) as shown on the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA) for Polk County;

See attached Topographical Map.

Map C: A Land Use and Land Use District Map showing the existing land use designations and districts on and abutting the proposed development, including lot sizes and density;

See attached Polk County Future Land Use Map; City of Winter Haven Future Land Use Map; City of Winter Haven Zoning Map.

Map D: A Soils Map with soils designated according to Natural Resources Conservation Service classifications. If available, USDA Natural Resources Conservation Service (NRCS) soil surveys are preferable;

See attached Soils Map

Map E: A Traffic Circulation Map identifying any existing roads on or adjacent to the proposed development and indicating the name of the roads, maintenance jurisdiction, and pavement and right-of-way widths.

See attached Roads Map.

Map F: A Site Plan showing land uses, the layout of lots, the type and maximum density for each type of residential area; the typical minimum lot sizes and dimensions for each use and unit type, and the dimensions, locations, and types of buffers, easements, open space areas, parking and loading areas, setbacks, and vehicular circulation routes; and

A Site Plan is not available at this time.

Map G: A Drainage Map delineating existing and proposed drainage areas, water retention areas, drainage structures, drainage easements, canals, wetlands, watercourses, and other major drainage features.

A Drainage Map is not available at this time, as we do not have any engineered plans to evaluate the proposed location of stormwater ponds, buildings, impervious surface, etc.

Demonstration of Need

POLICY 2.102-A11: URBAN SPRAWL CRITERIA - In accordance with Rule 9J-5.006(5) of the Florida Administrative Code, Polk County will discourage the proliferation of urban sprawl by use of the following criteria when determining the appropriateness of establishing or expanding any land use or development area. The analysis must ask whether or not the proposed plan amendment:

a. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses in excess of demonstrated need.

ANALYSIS: *The Proposed Request will act to provide L/R uses to residential developments in the area and those visiting Polk County.*

b. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

ANALYSIS: *The Proposed Request will act to alleviate sprawl concerns by changing the land use to L/R from Rural (A/RR). Such a change acknowledges the surrounding residential development but maintains the rural features adjacent to it.*

c. Promotes, allows or designates urban development in radial, strip isolated or ribbon patterns generally emanating from existing urban developments.

ANALYSIS: *The Proposed Request is not for urban development.*

d. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as, wetlands, floodplains, native vegetation, environmentally sensitive areas, natural shorelines, beaches, bays, estuarine systems, and other significant natural systems.

ANALYSIS: *The Subject Property is developed. In addition, the Subject Property does not appear to have any wetlands, nor is it located in a flood zone. [see Wetlands Map; see Flood Zone Map].*

e. Fails to adequately protect adjacent agricultural areas and activities including silviculture and active agricultural and silvicultural activities as well as passive agricultural activities and dormant, unique and prime farmlands and soils.

ANALYSIS: *The Subject Property is not adjacent to agricultural activities and there are no anticipated impacts to agricultural areas.*

f. Fails to maximize use of existing public facilities and services.

ANALYSIS: *No negative impacts to existing public facilities and services are anticipated.*

g. Fails to minimize the use of future public facilities and services.

ANALYSIS: *No impact on future public facilities and services are anticipated.*

h. Allows for land use patterns or timing which will disproportionately increase the cost in time, money and energy, of providing public facilities and services including roads, potable water, sanitary sewer, stormwater management, law enforcement education health care, fire and emergency response, and general government.

ANALYSIS: *There are no anticipated off-site improvements required for the development of the Subject Property. The Subject Property is currently developed. In addition, there are no anticipated adverse impacts on public facilities in general.*

i. Fails to provide a clear separation between urban and rural uses.

ANALYSIS: *The Subject Property is not located adjacent to rural uses. Notably, the Subject Property is situated in an area that has predominantly been developed for single family residential use.*

j. Discourages or inhibits in-fill development or redevelopment of existing neighborhoods and communities.

ANALYSIS: *The Proposed Request does not discourage in-fill development or redevelopment. The Subject Property is requesting redevelopment to better serve Polk County.*

k. Fails to encourage an attractive and functional mix of land uses.

ANALYSIS: *Disrupting the pattern of single-use development will ultimately provide current and future residential developments in the area, as well as visitors to Polk County, with access to the services typical of a L/R district, while creating an attractive, functional mix of uses and avoiding sprawl.*

l. Results in poor accessibility among linked or related land uses.

ANALYSIS: *The Subject Property is consistent with the locational requirements of an L/R district contained in the Polk Comprehensive Plan.*

m. Results in the loss of a significant amount of functional open space.

ANALYSIS: N/A. *The Subject Property is developed.*

LDCPAS-2025-26 - Natural Encounters CPA

Menu Reports Help

Application Name: Natural Encounters CPA

File Date: 08/07/2025

Application Type: BOCC-CPA Small

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: See description uploaded as part of the application.

Application Detail: Detail

Address: 129 CONSERVATION WAY, WINTER HAVEN, FL 33884

Parcel No: 272917000000013030

Owner Name: STEVE MARTINS NATURAL ENCOUNTERS INC

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Shelton Rice	Peterson & Myer...	Engineer	Mailing, 225 East Lemo...	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	**Application Type** CPA Small Scale Or EAR
Variance Type –	**Brownfields Request** –
Affordable Housing	**Type of Acreage** –

GENERAL INFORMATION

Expedited Review	**Number of Lots** –	
Will This Project Be Phased	**Acreage** 33	
DRC Meeting 08/28/2025	**DRC Meeting Time** 11:00 AM	
Rescheduled DRC Meeting –	**Rescheduled DRC Meeting Time** –	
Green Swamp No	**Number of Units** –	
Case File Number –	**Is this Polk County Utilities**	**Is this Application a result of a Code Violation** No
One Year Extension –	**FS 119 Status** Non-Exempt	**Code Violation Case Number** –

ADVERTISING

Legal Advertising Date –	**BOCC1 Advertising Date** –
BOCC2 Advertising Date –	**Advertising Board** Board of County Commissioners

MEETING DATES

Community Meeting –	**Planning Commission Date** 11/05/2025
Land Use Hearing Officer 3 –	**1st BOCC Date** 12/16/2025
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	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-25EST-00000-48691	DIGITAL PROJECTS LD	–
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
No	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	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement
√

SELECTED AREA PLANS

Selected Area Plans

LAND USE

Selected Area Plan	LU Code
Not in an SAP	A/RR-Agricultural/Residential Rural

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
BOCC 1	1			10/21/2025	
PC	1			10/21/2025	

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	08/20/2025	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	09/11/2025	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	08/28/2025	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	08/22/2025	Kim Turner
Planning Review	Johnathan Sims	Approve	08/28/2025	Johnathan Sims
School Board Review	School District	Not Required	08/25/2025	School District
Review Consolidation	Lyndsay Rathke	Approved for...	09/12/2025	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

Agenda Item O.3. 12/16/2025

SUBJECT

Public Hearing (LDCT-2025-18 Natural Encounters LDC Text Amendment) (Adoption Hearing) to add development conditions in Appendix E, Section E105 to limit the allowable uses on property subject to the Small Scale Comprehensive Plan Map and Text amendment (LDCPAS-2025-25) from Agricultural Residential Rural (A/RR) to Leisure Recreation (L/R) on 33 +/- acres with a Comprehensive Plan Text Amendment to Section 2.135 Parcel Specific Future Land Use Map Amendment with Conditions to reference the subject site has development conditions. (No Fiscal Impact)

DESCRIPTION

The subject property is located south of State Road 540 (Cypress Gardens Boulevard), west of US Highway 27, east of Eloise Loop, north of Thompson Nursery Road, surrounded by the City of Winter Haven, in Sections 17, Township 29, and Range 27.

State law requires one Planning Commission hearing, which was held on November 5th, 2025, with a recommendation for approval (7:0). This is the adoption hearing.

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

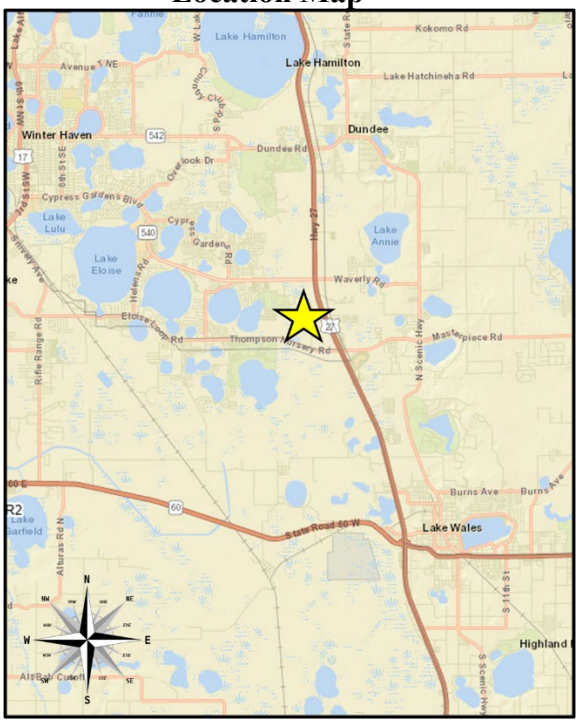
Johnathan (JP) Sims, MPA
Planner II
Land Development Division
(863) 534-7515
johnathansims@polk-county.net

POLK COUNTY DEVELOPMENT REVIEW COMMITTEE STAFF REPORT

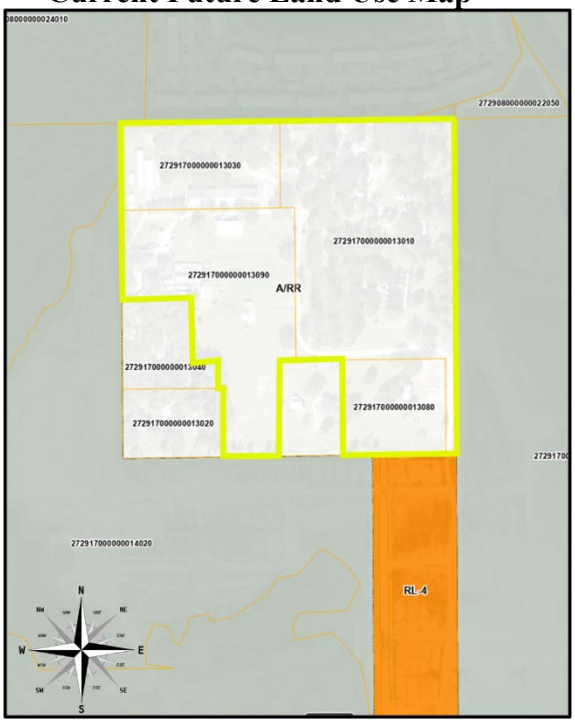
DRC Date:	August 28, 2025	**Level of Review:**	4
PC Date:	November 5, 2025	**Type:**	Comprehensive Plan Amendment
BoCC Date:	December 2, 2025 December 16, 2025	**Case Numbers:**	LDCT-2025-18
		Case Name:	Natural Encounters Text Amendment
Applicant:	Shelton Rice, Peterson and Myers Law Firm	**Case Planner:**	J.P. Sims, Planner II

Request:	Land Development Code Text Amendment to add development conditions in Appendix E, Section E105. Related to LDCPAS-2025-26 which is a Future Land Use Designation to change Agricultural/Residential Rural (A/RR) to Leisure/Recreation (L/R). This will also add policies in Section 2.135 in the Comprehensive Plan to reference that this property has development restrictions in the LDC
Location:	The subject property is located south of State Road 540 (Cypress Gardens Boulevard), west of US Highway 27, east of County Road 540A, north of Thompson Nursery Road, surrounded by the Winter Haven city limits, in Sections 17, Township 29, and Range 27.
Property Owner:	Steve Martin's Natural Encounters Inc.
Parcel Size/number:	33 +/- acres (Parcel #272917-000000-013030, 272917-000000-013090, 272917-000000-013010, 272917-000000-013080)
Development Area:	Rural Development Area (RDA)
Nearest Municipality:	City of Winter Haven
DRC Recommendation:	Approval
Planning Commission Vote:	Yes
Public Comment:	7/0 Approval
Florida Commerce*	N/A

Location Map



Current Future Land Use Map



Summary

The applicant, Shelton Rice, of Peterson and Myers Law Firm, is requesting a Land Development Code Amendment to create a parcel specific restriction that will prohibit certain uses from being developed on 33-acres of property in the Rural Development Area (RDA). Site is located south of State Road 540 (Cypress Gardens Boulevard), west of US Highway 27, east of County Road 540A, and north of Thompson Nursery Road, surrounded by Winter Haven city limits, in Sections 17, Township 29, and Range 27. Case is related to a Future Land Use change from Agricultural/Residential Rural (A/RR) to Leisure/Recreation (L/R) as part of LDCPAS-2025-26. LR can permit high intensity uses with high trip levels and night time activity that is not appropriate surrounded by residential.

Compatibility Summary

This request will be compatible with the surrounding area as Leisure/Recreation is compatible with adjacent residential uses. The developments surrounding the subject site are all residential in nature. It has City of Winter Haven completely surrounding the subject site on all sides, with Winter Haven's NSUB land use to the north and south, and CON to the west and east. Site accesses onto Thomson Nursery Road, an Urban Major Collector, and a requirement of L/R is access to a paved, publicly maintained road with adequate Level of Service (LOS) and available capacity, which it does.

Infrastructure Summary

The subject site is within the Winter Haven Utilities Service Area for water, and wastewater will be handled by on-site septic. This was confirmed by the Utilities GIS. Conservation Way is anticipated to be relocated and dedicated as a public road when the property to the south is developed. The road with access, Thompson Nursery Road, is an Urban Major Collector maintained by Polk County, where there is available capacity with close proximity to US Highway 27 to the east. Mass transit is available in the area with the Route 30 for Legoland from Citrus Connection on State Road 540 (Cypress Gardens Boulevard) to the north, with the closest stop to the east at Eagle Ridge Mall. 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 site is not developing with residential uses. The request is compatible with the available infrastructure.

Environmental Summary

The nearest neighborhood park is Waverly Park 4.2 miles northeast of the site driving, and the nearest regional Park is Lake Florence Park 3.7 miles to the northwest of the subject site. Legoland is 7.5 miles driving northwest of the subject site where the Cypress Gardens Conservation Easement is located. The site is comprised of a combination of soils. 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 2.108(A1-A5): Rural Development Area (RDA)
- Policy 2.121-A: Agricultural/Residential Rural (A/RR)
- Policy 2.115(A-A5): Recreation/Leisure (L/R)

Findings of Fact

Request and Legal Status

- This is an applicant-initiated request for a Land Development Code Amendment that will prohibit certain uses from being developed in the Leisure/Recreation Future Land Use of these specific parcels, which is part of the related case LDCPAS-2025-26.

- The subject site is already developed with a Preserve and Wildlife Refuge, and the applicant has indicated that they are wanting to expand their services on site without adding intensity.

- Uses restricted on site will be: Helistop, Medical Marijuana Dispensary, Hotels and Motels, Recreation and Amusement Intensive, Multifamily, Nightclubs and Dance Halls, Outdoor Concert Venues, Recreation Vehicle Parks, and Vehicle Oriented Recreation.

- This case is related to LDCPAS-2025-26.

- LDCU-2018-52 was the Conditional Use approval that allowed for the site to act as a Breeding, Boarding, and Rehabilitation facility.

Compatibility

- The existing uses surrounding the site are:
  - North – CITY; multifamily residential, Carlton Arms of Winter Haven
  - West – CITY; conservation.
  - East – CITY; conservation
  - South – CITY; future single family residential

Infrastructure

- The zoned schools for the site are South Pointe Elementary, McLaughlin Academy Middle, and Lake Region Senior High School. Site will not generate any students as residential uses are not permitted within Leisure/Recreation (L/R).

- Polk County Fire Rescue Station 44 will be the response unit for fire and Station 18 for EMS response. Station 44 is located at 1695 Masterpiece Rd, Lake Wales, with an approximate travel distance of 4.8 miles. Station 18 is located at 2101 Register Rd SE, Winter Haven, with a travel distance of 7.4 miles.

- The subject site is within the Sheriff Department's Central District. The Central District Office is located at 3635 Ave G N.W. in Winter Haven.

- The subject site will be serviced by City of Winter Haven's Utility Service Area for potable water. However, wastewater will be handled by on-site septic.

- Thompson Nursery Road has no sidewalks along its entirety from west to east. There are sidewalks along US Highway 27.

- The closest mass transit route is the Route 30 Legoland line with Citrus Connection. The closest bus stop to the subject site is at the Eagle Ridge Mall on the east side of US Highway 27.

- The nearest neighborhood park is Waverly Park 4.2 miles northeast of the site driving, and the nearest regional Park is Lake Florence Park 3.7 miles to the northwest of the subject site.

Environmental

- The subject site is relatively flat with a high elevation of 129 feet on the southeast corner of the site and a low of 121 on the northeast corner of the site. It is 125 on the northwest corner.

- There are no wetlands or flood zone on site.

- The soil type for the site is a mix of Sparr sand, Immokalee sand, Pompano fine sand, Holopaw fine sand, Wauchula fine sand, and Satellite 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 not show in the Potential Network Connection.

- There are no Conservation Easements on the subject site.

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 2.108-A1: DESCRIPTION - Rural-Development Areas (RDA) shall be all unincorporated areas within the County that are not located within a Transit Supportive Development Area, Urban-Growth Area, Suburban-Development Area, or Utility-Enclave Area. Development in these areas is characterized by large open areas, agricultural use, with scattered development and rural centers. Services are limited and mostly found in the rural centers and clustered developments.

- POLICY 2.108-A2: DESIGNATION AND MAPPING - The Future Land Use Map Series shall designate and map Rural-Development Area base areas for those areas of the County meeting the general characteristics of this Section.

- POLICY 2.108-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within Rural-Development Areas:

    - a. ACTIVITY CENTERS: Rural-Cluster Centers, and Tourism Commercial Centers shall be permitted within RDAs in accordance with applicable criteria.
    - b. RESIDENTIAL: Rural Residential Districts (Section 2.121) and Rural Cluster Center (RCC) shall be permitted within RDA's in accordance with applicable criteria.
    - c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business Park Centers, Office Centers, Phosphate Mining, Leisure/Recreation, Agricultural/Residential-Rural, Recreation and Open Space, Preservation, Institutional.

Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in Section 2.109.

- POLICY 2.108-A4: OVERLAY DISTRICTS - All Overlay Districts shall be permitted within RDAs in accordance with applicable criteria.

- POLICY 2.108-A5: DEVELOPMENT CRITERIA - Development within RDAs shall be guided by the following criteria:

    - a. The detailed criteria listed for each land use category permitted within the Rural-Development Area;

- b. Elementary, middle and high schools and other community facilities and essential services will be allowed as conditional use, in accordance with the guidelines of the County's Land Development Code; and
- c. Be designed to facilitate the provision of public safety services (i.e., fire, EMS and law enforcement).
- d. Connect to public sewer as required by the Nutrient Restoration Plan Overlay.

- POLICY 2.108-A6: MONITORING - The County shall monitor the amount and rate of development in the "Rural-Development Area." The Board of County Commissioners shall take action to amend the Comprehensive Plan to limit development in the Rural-Development Area should RMD development exceed 18 over a three year period. This evaluation shall occur once after the third year of Plan implementation and at every evaluation and appraisal report cycle. If the number of RMDs exceed 18 after the first three year period, or 6 for any year after the initial three year period, Polk County shall amend the Comprehensive Plan as follows:

    - a. adopt a cap on the number of RRDs and RMDs that can occur in the Rural-Development Area in any given year;
    - b. adopt locational and/or spacing criteria for RRDs and RMDs; or
    - c. provide DEO with additional data and analysis to justify why development in the Rural-Development Area has exceeded historical trends.

- POLICY 2.121-A2: DEVELOPMENT CRITERIA - Development within designated A/RR areas shall conform to:

    - a. Residential density of one dwelling unit per five acres (1 DU/5 AC). Density may be adjusted based on the actual size of the section. A property outside of the Green Swamp Area of Critical State of Concern, may be considered five acres if it is one one-hundred and twenty-eighth (1/128) the section size for sections less than six hundred forty acres (640 acres). This includes counting to the centerline of local and collector roads.
    - b. Farmworker housing under specific design parameters listed in the Land Development Code not to exceed sixteen (16) workers per acre.
    - c. Utility structures for the storage of farm equipment and to conduct normal farm operations, to include on-site packing and other on-site agricultural-support activities typical of those uses listed in Policy 2.125-L1.a-d, provided that such activity is subordinate and accessory to the principal agricultural use. (Agricultural equipment may be used off-site.)
    - d. Structures for the sale of agricultural products grown or raised on the premises, provided that such sales activity is subordinate and accessory to the principal agricultural use.
    - e. The permitted uses of:
        - 1.Rural Residential Development (RRD), and
        - 2.Rural Mixed-Use Development (RMD).
    - f. Institutional uses, Community Facilities and essential services will be allowed as conditional uses, in accordance with policies of this Plan and the guidelines of the County's Land Development Code.

- g. Properties adjacent to SR 17 shall be allowed densities and/or intensities up to the maximum allowed in this land use category (2 dwelling units per acre) as a permitted use without requiring a public hearing provided the development meets all the criteria established in Section 2.124-H for Scenic Highways and the Scenic Highway development regulations within the Land Development Code. At a minimum, all development shall:
  - 1.Connect to a centralized potable water supply, and
  - 2.Provide no less than 30% open space throughout the development with at least 70% of that open space dedicated to scenic vista preservation, either along the highway or through the property to a distant view beyond the property boundary. This open space shall be set aside as conservation in perpetuity via a binding legal instrument which prohibits future development within the established boundaries.

- POLICY:2.121-A3: RRD & RMD PERMITTED USES - The permitted uses of RRD and RMD shall meet the development criteria and conditions of Sections 1.121-B and 1.121-C and receive development approval as specified within the County's land-development regulations which shall include the following guidelines for consideration of such approval:

  - a. When approving an RRD or RMD permitted use consideration shall be given to all relevant facts and circumstances, including, but not limited to:1.the functional and proximate relationship between the proposed development and other development,2.the compatibility of the development with existing agricultural activities,3.the displacement of on-going economically viable agricultural activities,4.whether the development is premature, and5.consistency with the goals and objectives of this Comprehensive Plan.
  - b. The County shall encourage design standards for RRDs and RMDs which promote development consistent with the rural character of the area.
  - c. RRD and RMD developments shall comply with the following:
    - 1.The maximum number of dwelling units to be approved for a RRD/RMD project shall be calculated based upon the entire RRD/RMD site area (including the minimum 50% reservation area) with the total permitted dwelling units to be clustered on the non-reservation portion of the site.
    - 2.RRD/RMD dwelling unit calculations shall not be affected by wetlands, or other lands having similar special-density designations, and therefore, special non-RRD/RMD on-site density transfers (such as for wetlands) shall not be permitted within an RRD/RMD project since the entire RRD/RMD concept is already based upon on-site density transfers to preserve no less than one-half of the project site.
    - 3.The RRD/RMD binding site plan, approved through the development-review process specified in Policies 2.121-B3.b and 2.121-C3.d, shall first include in the reservation area environmentally sensitive lands, such as wetlands and scrub or other endangered habitats, before setting aside lands for other reasons such as open space or continued agricultural uses.

- POLICY 2.121-A4: AGRICULTURE - The following Agricultural policies shall apply within Polk County:

- a. Agricultural uses, unless further restricted by development regulations, shall be permitted within any future land use category, and a future land use designation shall not be grounds for denial of a "greenbelt" tax exemption claim if the property is used primarily for bona fide agricultural purposes in accordance with Section 193.461, FS.
- b. Agricultural activities within an A/RR classification shall not be deemed inconsistent or incompatible with, or a nuisance to, development.
- c. All development within an A/RR classification shall be designed in a manner compatible with adjacent agricultural activities, including the provision of adequate buffering.
- d. Agricultural activities shall be given priority when making land use decisions within A/RR areas.
- e. Polk County shall not duplicate the regulation of those aspects of agricultural activities that are adequately regulated by other governmental agencies, as determined by the Board of County Commissioners.
- f. Land within areas designated as A/RR or Residential-Suburban (RS) may be used by family members of the property owner for use as a permanent residence at densities higher than that permitted by the A/RR or RS land use classification, upon approval by the Board of County Commissioners - but not to exceed a density of one dwelling unit per acre (1 DU/AC) and the minimum lot size shall be one acre. This provision is intended to promote the perpetuation of the family farm by making it possible for family members to both work and reside on the property devoted to agricultural uses.
- g. In furtherance of Policy 2.402-A4, and to address the agricultural land use issues created by the devastating December 1989 freeze, the Polk County Land Development Division, and the Economic Development Council, shall work with organizations representing the commercial agricultural industry in Polk County, including, but not limited to, Florida Citrus Mutual, Florida Cattlemen's Association (Polk County), and Florida Farm Bureau Federation (Polk County) in order to coordinate the future land use needs of that industry.

- POLICY 2.115-A1: CHARACTERISTICS - Leisure/Recreation (L/R) areas are grounds and facilities oriented primarily toward providing recreational-related services for residents and short-term visitors to Polk County. These include, but are not limited to: fish camps, lodges and retreats, recreational-vehicle (RV) parks, retirement mobile home parks, golf courses, and accessory minor commercial uses necessary to support these facilities, such as bait shops and convenience stores.

- POLICY 2.115-A2: DESIGNATION AND MAPPING - Leisure/ Recreation lands shall be designated and mapped on the Future Land Use Map Series as "Leisure/Recreation" or "L/R"; and may include existing commercial recreation sites which are not included within an Activity Center, Linear Commercial Corridor, or Commercial Enclave. L/R shall also include recreation and retirement accommodations, resorts, and communities.

- POLICY 2.115-A3: LOCATION CRITERIA - Retirement, recreation, leisure, and associated commercial development shall occur within designated L/R Areas. The following factors shall be taken into consideration when determining the appropriateness of establishing new L/R areas:

- a. Accessibility to arterial or collector roadways, with consideration being given to regional transportation issues for L/R developments supported by a regional or national market.
- b. Proximity to recreational attractions that would support the proposed development, to include, but not limited to: recreational water bodies, governmental recreational facilities, natural amenities, or other regional tourist attractions.
- c. Economic issues, such as minimum population support and market area radius (where applicable).
- d. The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10.

- POLICY 2.115-A4: DEVELOPMENT CRITERIA - Development within a L/R area shall conform to the following criteria:

  - a. Permitted uses include, but are not limited to: retirement communities, marinas, fish camps, lodges and retreats, recreational-vehicle (RV) parks, golf courses, and accessory minor retail commercial uses necessary to support these facilities, such as bait shops and convenience stores.
  - b. Minor retail commercial uses within a L/R area shall be sized primarily for the purpose of serving the short-term visitor to Polk County, or supporting the active-recreational or leisure uses within the L/R area. No more than 7% of the net usable land within a specific L/R area shall be used for commercial uses.
  - c. L/R sites shall be designed to provide:
    - 1.Adequate parking to meet the present and future demands of the use and overflow parking designated and maintained for peak season events so as to prevent parking from encroaching upon public thoroughfares;
    - 2.Buffering 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; and
    - 3.Direct access to a paved publicly maintained road with adequate level-of-service (LOS) capacity.
  - d. Permitted lodging densities within the L/R are separated into three categories as follows:
    - Type A Leisure/Recreation - Permitted in all development areas, lodging densities may not exceed one dwelling unit per five acres (1 du/5 ac.) if there is no centralized community or public potable water system. Housing densities may reach two dwelling units per acre (2 du/ac.) if there is centralized community or public water provided. With central water and sewer, housing densities may reach four units per acre (4 du/ac.). A minimum of 50% open space is required within a Type A L/R development.

    - Type B Leisure/Recreation - Permitted in TSDA, UGA, UEA and SDA, lodging structures may not exceed four (4) dwelling units attached. Lodging densities may not exceed one dwelling unit per five acres (1 du/5 ac.) if there is no centralized community or public potable water system. Lodging densities may reach three dwelling units per acre (3 du/ac.) if there

is centralized community or public water provided. With central water and sewer, lodging may reach six units per acre (6 du/ac.).

- Type C Leisure/Recreation - Permitted only in TSDA and UGA. Community or public central water and sanitary sewer connection is mandatory. All types of lodging structures are permitted up to a maximum density of ten lodging units per acre (10 du/ac.) A minimum of 20% open space is required within a Type C L/R development. Type C recreational facilities are not permitted in the Green Swamp Area of Critical State Concern.

- RV parks permitting stays in excess of 30 days shall count each RV space as a unit in accordance with the density limits established above. Camping facilities that incorporate RV spaces within them shall not be considered as units towards the density calculations provided stays in excess of 30 days are prohibited within them.

- POLICY 2.115-A5: ADJACENT DEVELOPMENT - Subject to the criteria and requirements of Section 2.125-C relating to Transitional Areas, development adjacent to an L/R may include the following uses: Residential, Institutional, or Open Space.

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 LDCT 2025-18.**

Planning Commission Recommendation: On November 5, 2025, in an advertised public hearing, the Planning Commission voted 7:0 to **recommend approval of LDCT-2025-18.**

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 CITY; Carlton Arms apartment complex	**North** CITY; Carlton Arms apartment complex	**Northeast** CITY; Carlton Arms apartment complex
West CITY; conservation	**Subject Site** A/RR; Natural Encounters Inc	**East** CITY; conservation
Southwest CITY; single-family residential	**South** CITY; single-family residential	**Southeast** CITY; 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 RDA's is to provide areas for rural activities such as agricultural uses, mining activities, and rural residential development. RDA's include those areas of the County that are not located within a TSDA, UGA, SDA, or UEA.

The request is a Land Development Code Amendment to prohibit certain uses from being constructed on the new Future Land Use of Leisure/Recreation. The uses being prohibited are: Helistop, Medical Marijuana Dispensary, Hotels and Motels, Recreation and Amusement Intensive, Multifamily, Nightclubs and Dance Halls, Outdoor Concert Venues, Recreation Vehicle

Parks, and Vehicle Oriented Recreation. Restricting these uses will ensure minimal nuisance to the surrounding residential uses and limit intensity of future expansions.

Leisure/Recreation is allowed within the RDA and Policy 2.115-A5 of the Comprehensive Plan states that Residential can be adjacent to Leisure/Recreation. In this instance, there is residential to the north and south of the subject site within the city limits of Winter Haven.

B. Infrastructure

The subject site will be serviced by City of Winter Haven's Utility Service Area for potable water. The Utilities GIS confirms that the water lines run adjacent to the west end of the subject site. However, wastewater will be handled by on-site septic. Conservation Way is anticipated to be relocated and dedicated as a public road when the property to the south is developed. The site directly accesses onto Thompson Nursery Road (Urban Major Collector), which is near US Highway 27 (Urban Principal Arterial) to the east. There is available transportation capacity on Thompson Nursery Road and US Highway 27 on this link. Public safety response times are normal for this part of the County. While there is capacity within the schools, this area has developed as non-residential, so student generation will not occur. 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 2024-2025 School Year	Average driving distance from subject site
South Pointe Elementary School	**0 student**	**48%**	**6.3 miles**
McLaughlin Academy Middle	**0 student**	**88%**	**7.3 miles**
Lake Region Senior High School	**0 student**	**61%**	**9.4 miles**

Source: Polk County School Board, Polk County Impact Fee Ordinance, GIS

It is important to note that the subject site will not generate any students as it is built out for recreation/leisure purposes.

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	**Central District Command Unit (**3635 Ave G N.W., Winter Haven, FL)	12.7 +/- miles Priority 1 – 8:11 Priority 2 – 22:25
Fire/ EMS	**Station #44** (1695 Masterpiece Road, Lake Wales)	4.8 +/- miles

Source: Polk County Sheriff's Office & Polk County Fire Rescue. Response times for October 2025.

Water and Wastewater

A. Estimated Demand

The subject site is within the City of Winter Haven's Utility Service Area for potable water. However, the wastewater will be handled by septic. The proposed L/R would theoretically use more water and produce more wastewater than the current land use of A/RR.

Table 4 Estimated Water and Sewer Impact Analysis

Permitted Intensity	**Maximum Permitted in Existing Land Use A/RR**	**Maximum Allowable in Proposed L/R**
33 +/-acres **1,437,480sq ft**	**33 acres x 1 du/5ac** **= 6 du**	**33 acres x 4 du/ac** **= 132 du**
Potable Water Consumption	**6 du X 360 GPD=** **2,160 GPD**	**132 du X 198 GPD =** **26,136 GPD**
Wastewater Generation	**6 du X 270 GPD =** **1,620 GPD**	**26,136 X 80% =** **20,909 GPD**

Source: Concurrency Manual: RL for single family residence is 360 GPD for water and 270 GPD for wastewater, RV Park is LDA for L/R with 198 GPD for water and 80% of water for sewer.

B. Service Provider

The subject site is within the City of Winter Haven's Utility Service Area for water, but the wastewater will be handled by septic. There is a Distribution Main Line for water that runs north to south on the west side of the subject property along the parcel edge.

C. Available Capacity

Information is not available for capacity as the water and wastewater is handled by City of Winter Haven 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 A/RR**	**Maximum Allowable in Proposed L/R**
33 +/-acres **99,317 sq ft**	**33 acres X 1du/5ac** **= 6 du**	**33 acres x 4 du/ac** **= 132 du**
Average Annual	**6 du X 7.81 AADT =** **47 Trips (100% New Trips)**	**132 du X 3.55 AADT =** **417 Trips (89% New Trips)**
PM Peak	**6 du X 1 PM Peak =** **6 Trips (100% New Trips)**	**132 du X 0.29 PM Peak =** **34 Trips (89% New 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 Recreational Homes at 3.55 AADT and 0.29 Peak Hours (89% new trips).

B. Available Capacity

The roads surrounding the subject site have sufficient PM Peak capacity available for a non-residential development. There is currently a Preserve and Wildlife Refuge developed on the site. The road accessing the site Thomson Nursery 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**
4160E	THOMPSON NURSERY ROAD (COUNTY ROAD 653 TO US 27)	C	212	D	C
4160W		C	189	D	C
5104N	US 27 (TOWERVIEW BOULEVARD TO STATE ROAD 540)	C	964	D	C
5104S		C	1044	D	C

Source: Polk Transportation Planning Organization, Roadway network Database 2025

C. Roadway Conditions

Thompson Nursery Road is an Urban Collector with available capacity in both directions. Thompson Nursery Road has a PCI rating of Good on this Road Link. US Highway 27 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 Thomspon Nursery Road, but there are sidewalks that run north to south along the west side of US Highway 27 east of the subject site.

E. Planned Improvements:

There are currently no planned County improvements along any of the traffic links. Conservation Way is anticipated to be relocated and dedicated as a public road when the property to the south is developed.

F. Mass Transit

Mass transit is available in the area with the Route 30 for Legoland from Citrus Connection on State Road 540 (Cypress Gardens Boulevard) to the north, with the closest stop to the east at Eagle Ridge Mall.

Park Facilities:

The following analysis is based on public recreation facilities.

A. Location:

The nearest neighborhood park is Waverly Park 4.2 miles northeast of the site driving, and the nearest regional Park is Lake Florence Park 3.7 miles to the northwest of the subject site.

B. Services:

Waverly Park has a cricket pitch, an athletic field and basketball courts. You will also find a playground, restrooms, picnic tables and picnic shelters. Lake Florence Park has a dock and boat launch site.

C. Multi-use Trails:

The closest free hiking trail is the Lake Gwyn Park which is 7.9 miles to the west of the subject site.

D. Environmental Lands:

This site contains no County owned environmental lands. The closest environmental lands to the site is the Cypress Gardens Conservation Easement to the northwest of the site where Legoland is located.

E. Planned Improvements:

There are no further recreation improvements scheduled for this area of the County at this time.

Environmental Conditions

A. Surface Water:

There is no surface water on the subject site. On the Polk Green Map, site does not show in the Potential Network Connection. There are no Conservation Easements on the site as well.

B. Wetlands/Floodplains:

There are no wetlands or floodplains on the subject site. There is Flood Zone AE to the west 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 comprised of a variety that could prove difficult for development.

Table 8

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to Dwellings w/o Basements**	**% of Site** *(approximate)*
Sparr sand, 0 to 5 percent slopes (14)	Severe: wetness, poor filter	Moderate: wetness	50.9
Immokalee sand (21)	Severe: wetness	Severe: wetness	1.4
Pompano fine sand (30)	Severe: wetness, poor filter	Severe: wetness	21.8
Holopaw fine sand, frequently ponded, 0 to 1 percent slopes (33)	Severe: ponding, poor filter	Severe: ponding	2.0
Wauchula fine sand (40)	Severe: wetness, percs slowly	Severe: wetness	1.2
Satellite sand, 0 to 2 percent slopes (77)	Severe: wetness, poor filter	Severe: wetness	22.7

*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 Winter Haven Utilities.

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. Recreation/Leisure (R/L) would be compatible with the surrounding area, as residential uses are allowable next to R/L per Policy 2.115-A5.

Comprehensive Plan Policy	Consistency Analysis
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 a mix of multifamily to the north, single-family to the south, and conservation to the east and west. Site is completely surrounded by the city limits of Winter Haven. City of Winter Haven Utilities are available in this area for water, but wastewater will be handled by onsite septic. 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 as the site has already been developed with the attraction for some time. The Future Land Use change simply allows to operate under a conformity that would give them potential expansion opportunities in the future. 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, which is not an issue since the site is non-residential. The overall parcel does not contain wetlands or floodplains.
POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable);e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways; 2.sanitary sewer and potable water service; 3. storm-water management; 4. solid waste collection and disposal; 5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment; 6. emergency medical service (EMS) provisions; and 7. other public safety features such as law enforcement; 8. schools and other educational facilities 9. parks, open spaces, civic areas and other community facilities, f. environmental factors, including, but not limited to: 1. environmental sensitivity of the property and adjacent property; 2. surface water features, including drainage patterns, basin characteristics, and flood hazards; 3. wetlands and primary aquifer recharge areas; 4. soil characteristics; 5. location of potable water supplies, private wells, public well fields; and 6. climatic conditions, including prevailing winds, when applicable.	

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.108-A1: DESCRIPTION - Rural-Development Areas (RDA) shall be all unincorporated areas within the County that are not located within a Transit Supportive Development Area, Urban-Growth Area, Suburban-Development Area, or Utility-Enclave Area. Development in these areas is characterized by large open areas, agricultural use, with scattered development and rural centers. Services are limited and mostly found in the rural centers and clustered developments. POLICY 2.108-A2: DESIGNATION AND MAPPING - The Future Land Use Map Series shall designate and map Rural-Development Area base areas for those areas of the County meeting the general characteristics of this Section. POLICY 2.108-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within Rural-Development Areas: o a. ACTIVITY CENTERS: Rural-Cluster Centers, and Tourism Commercial Centers shall be permitted within RDAs in accordance with applicable criteria. o b. RESIDENTIAL: Rural Residential Districts (Section 2.121) and Rural Cluster Center (RCC) shall be permitted within RDA's in accordance with applicable criteria. o c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business Park Centers, Office Centers, Phosphate Mining, Leisure/Recreation, Agricultural/Residential-Rural, Recreation and Open Space, Preservation, Institutional. Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in Section 2.109. POLICY 2.108-A4: OVERLAY DISTRICTS - All Overlay Districts shall be permitted within RDAs in accordance with applicable criteria. POLICY 2.108-A5: DEVELOPMENT CRITERIA - Development within RDAs shall be guided by the following criteria: o a. The detailed criteria listed for each land use category permitted within the Rural-Development Area;	Leisure/Recreation (L/R) is an allowable use in the Rural Development Area (RDA). 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 27, but none along Thompson Nursery Road, the accessing road to the site. Thompson Nursery Road is an Urban Collector road with available capacity. There are emergency services, parks, education, mass transit, and multifamily residential development closeby at Carlton Arms. The subject site just barely sits within the TCCO Corridor which allows for higher density developments. Conservation Way is anticipated to be relocated and dedicated as a public road when the property to the south is developed.

Comprehensive Plan Policy	Consistency Analysis
o b. Elementary, middle and high schools and other community facilities and essential services will be allowed as conditional use, in accordance with the guidelines of the County's Land Development Code; and o c. Be designed to facilitate the provision of public safety services (i.e., fire, EMS and law enforcement). o d. Connect to public sewer as required by the Nutrient Restoration Plan Overlay. POLICY 2.108-A6: MONITORING - The County shall monitor the amount and rate of development in the "Rural-Development Area." The Board of County Commissioners shall take action to amend the Comprehensive Plan to limit development in the Rural-Development Area should RMD development exceed 18 over a three year period. This evaluation shall occur once after the third year of Plan implementation and at every evaluation and appraisal report cycle. If the number of RMDs exceed 18 after the first three year period, or 6 for any year after the initial three year period, Polk County shall amend the Comprehensive Plan as follows: o a. adopt a cap on the number of RRDs and RMDs that can occur in the Rural-Development Area in any given year; o b. adopt locational and/or spacing criteria for RRDs and RMDs; or o c. provide DEO with additional data and analysis to justify why development in the Rural-Development Area has exceeded historical trends.	
POLICY 2.115-A1: CHARACTERISTICS - Leisure/Recreation (L/R) areas are grounds and facilities oriented primarily toward providing recreational-related services for residents and short-term visitors to Polk County. These include, but are not limited to: fish camps, lodges and retreats, recreational-vehicle (RV) parks, retirement mobile home parks, golf courses, and accessory minor commercial uses necessary to support these facilities, such as bait shops and convenience stores. POLICY 2.115-A2: DESIGNATION AND MAPPING - Leisure/ Recreation lands shall be designated and mapped on the Future Land Use Map Series as "Leisure/Recreation" or "L/R"; and may include existing commercial recreation sites which are not included within an Activity Center, Linear	The subject site is currently designated as Agricultural/Residential Rural (A/RR), which is also an allowable use in the RDA and abuts appropriate land uses. The site already has a nature conservancy attraction developed on it and is abutting single family residences to the south and multifamily to the north.

Comprehensive Plan Policy	Consistency Analysis
Commercial Corridor, or Commercial Enclave. L/R shall also include recreation and retirement accommodations, resorts, and communities. POLICY 2.115-A3: LOCATION CRITERIA - Retirement, recreation, leisure, and associated commercial development shall occur within designated L/R Areas. The following factors shall be taken into consideration when determining the appropriateness of establishing new L/R areas: o a. Accessibility to arterial or collector roadways, with consideration being given to regional transportation issues for L/R developments supported by a regional or national market. o b. Proximity to recreational attractions that would support the proposed development, to include, but not limited to: recreational water bodies, governmental recreational facilities, natural amenities, or other regional tourist attractions. o c. Economic issues, such as minimum population support and market area radius (where applicable). o d. The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10. POLICY 2.115-A4: DEVELOPMENT CRITERIA - Development within a L/R area shall conform to the following criteria: o a. Permitted uses include, but are not limited to: retirement communities, marinas, fish camps, lodges and retreats, recreational-vehicle (RV) parks, golf courses, and accessory minor retail commercial uses necessary to support these facilities, such as bait shops and convenience stores. o b. Minor retail commercial uses within a L/R area shall be sized primarily for the purpose of serving the short-term visitor to Polk County, or supporting the active-recreational or leisure uses within the L/R area. No more than 7% of the net usable land within a specific L/R area shall be used for commercial uses. o c. L/R sites shall be designed to provide: □ 1.Adequate parking to meet the present and future demands of the use and overflow parking designated and maintained for peak season events so as to prevent parking from encroaching upon public thoroughfares; □ 2.Buffering where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas,	

Comprehensive Plan Policy	Consistency Analysis
dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions; and □ 3.Direct access to a paved publicly maintained road with adequate level-of-service (LOS) capacity. o d. Permitted lodging densities within the L/R are separated into three categories as follows: □ Type A Leisure/Recreation - Permitted in all development areas, lodging densities may not exceed one dwelling unit per five acres (1 du/5 ac.) if there is no centralized community or public potable water system. Housing densities may reach two dwelling units per acre (2 du/ac.) if there is centralized community or public water provided. With central water and sewer, housing densities may reach four units per acre (4 du/ac.). A minimum of 50% open space is required within a Type A L/R development. □ Type B Leisure/Recreation - Permitted in TSDA, UGA, UEA and SDA, lodging structures may not exceed four (4) dwelling units attached. Lodging densities may not exceed one dwelling unit per five acres (1 du/5 ac.) if there is no centralized community or public potable water system. Lodging densities may reach three dwelling units per acre (3 du/ac.) if there is centralized community or public water provided. With central water and sewer, lodging may reach six units per acre (6 du/ac.). □ Type C Leisure/Recreation - Permitted only in TSDA and UGA. Community or public central water and sanitary sewer connection is mandatory. All types of lodging structures are permitted up to a maximum density of ten lodging units per acre (10 du/ac.) A minimum of 20% open space is required within a Type C L/R development. Type C recreational facilities are not permitted in the Green Swamp Area of Critical State Concern. □ RV parks permitting stays in excess of 30 days shall count each RV space as a unit in accordance with the density limits established above. Camping facilities that incorporate RV spaces within them shall not be considered as units towards the density calculations provided stays in excess of 30 days are prohibited within them. POLICY 2.115-A5: ADJACENT DEVELOPMENT - Subject to the criteria and requirements of Section 2.125-C relating to Transitional Areas, development	

Comprehensive Plan Policy	Consistency Analysis
adjacent to an L/R may include the following uses: Residential, Institutional, or Open Space.	

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. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Summary of analysis
b. *Allows a significant amount of urban development to occur in rural areas.*	Summary of analysis
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Summary of analysis, surrounding Development, compatibility
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Summary of analysis, surrounding Development, compatibility
e. *Fails to adequately protect adjacent agricultural areas.*	Compatibility with Surrounding Land Uses
f. *Fails to maximize existing public facilities and services.*	Summary of Analysis, Infrastructure
g. *Fails to minimize the need for future facilities and services.*	Summary of Analysis, Infrastructure
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Summary of Analysis, Infrastructure
i. *Fails to provide a clear separation between urban and rural uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Summary of Analysis, Compatibility with Surrounding Land Uses
k. *Fails to encourage an attractive and functional mixture of land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
l. *Will result in poor accessibility among linked or related land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
m. *Results in the loss of a significant amount of open space.*	Summary of Analysis, Compatibility with Surrounding Land Uses

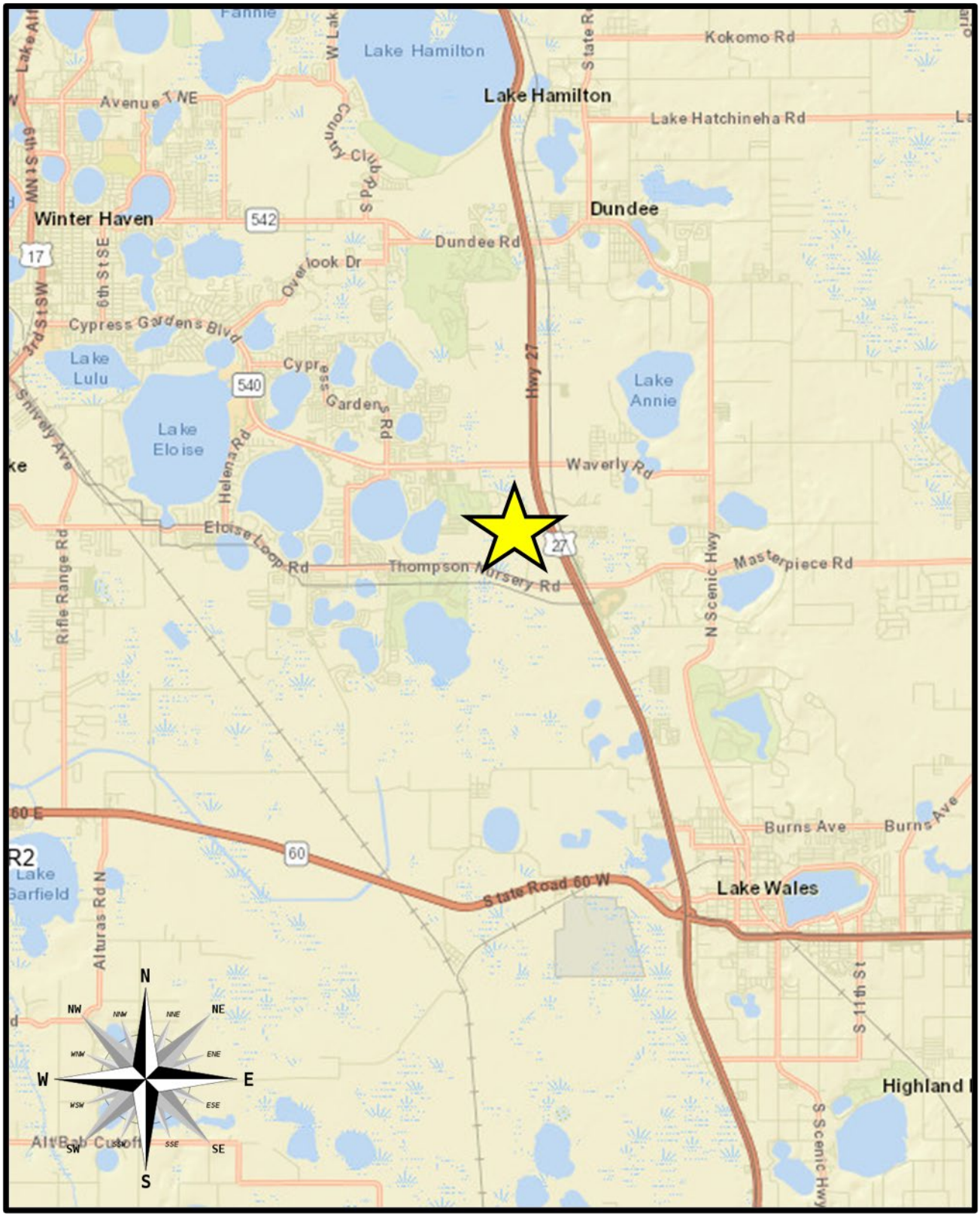
Comments from other agencies

City of Winter Haven was contacted regarding this project and they had no comments or concerns.

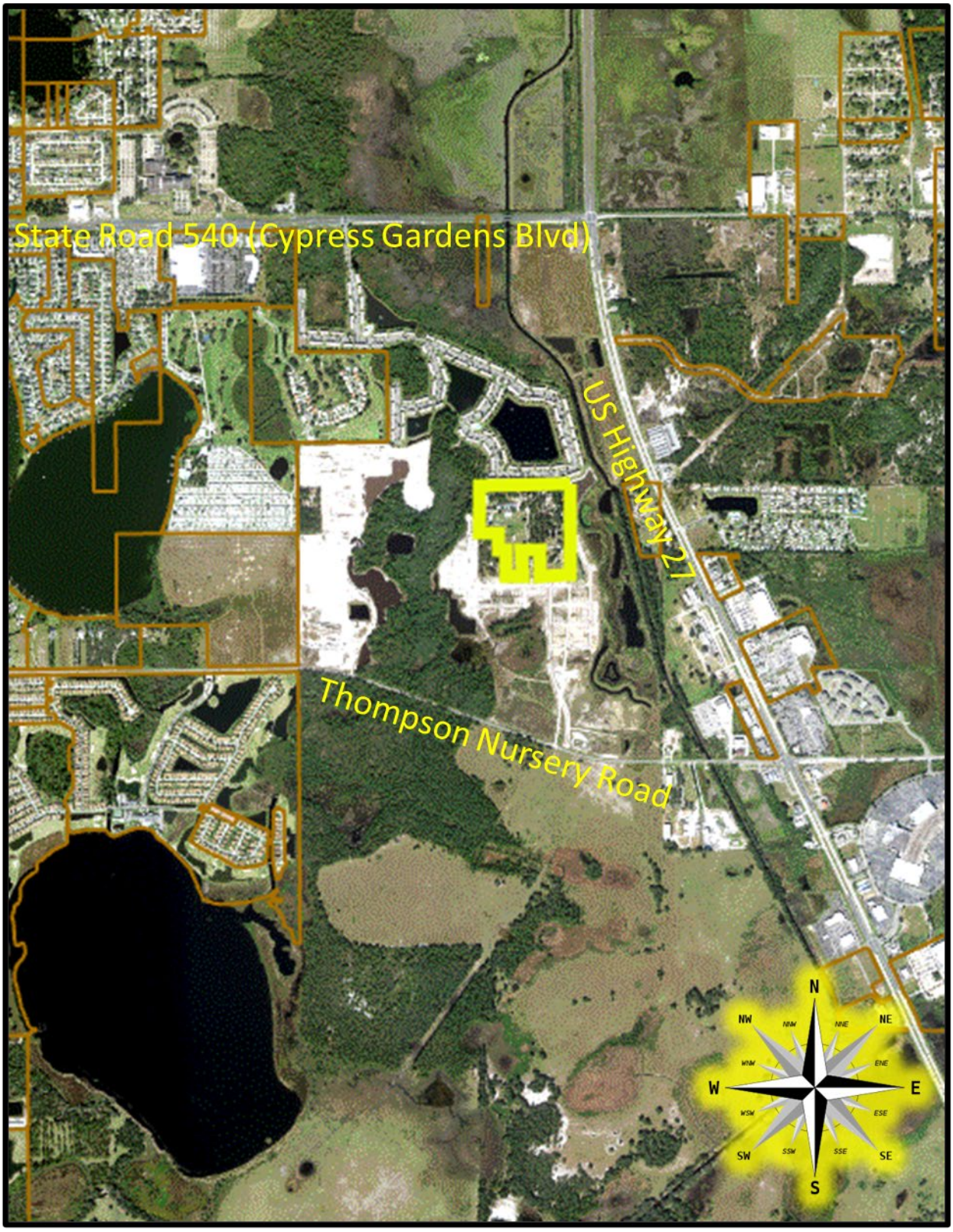
Exhibits:

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	A/RR Permitted and Conditional Uses
Exhibit 6b	L/R Permitted and Conditional Uses
Exhibit 7	Winter Haven Future Land Use
Exhibit 8	Site Plan from LDCU-2018-52

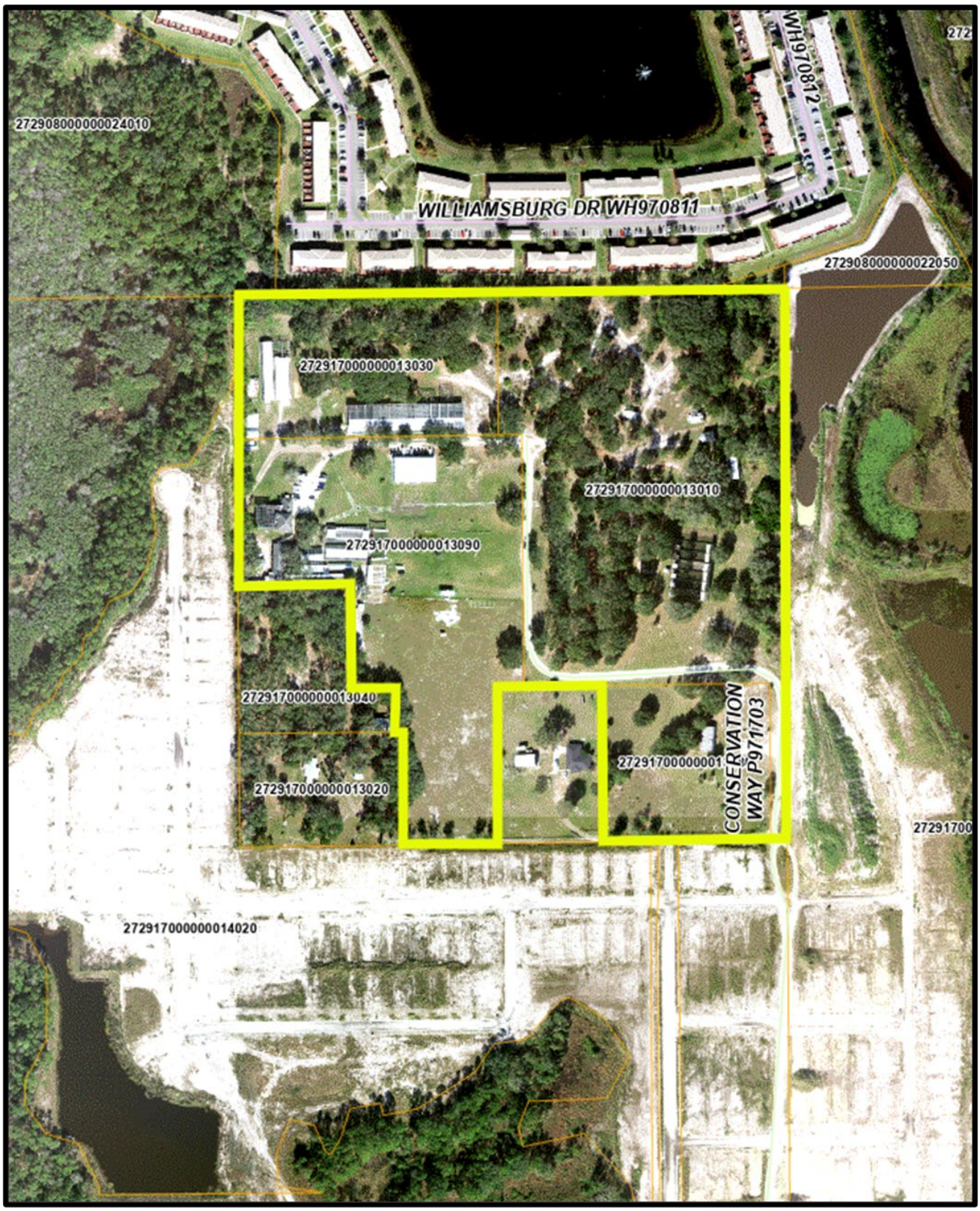
Applicant's submitted documents and ordinance as separate files



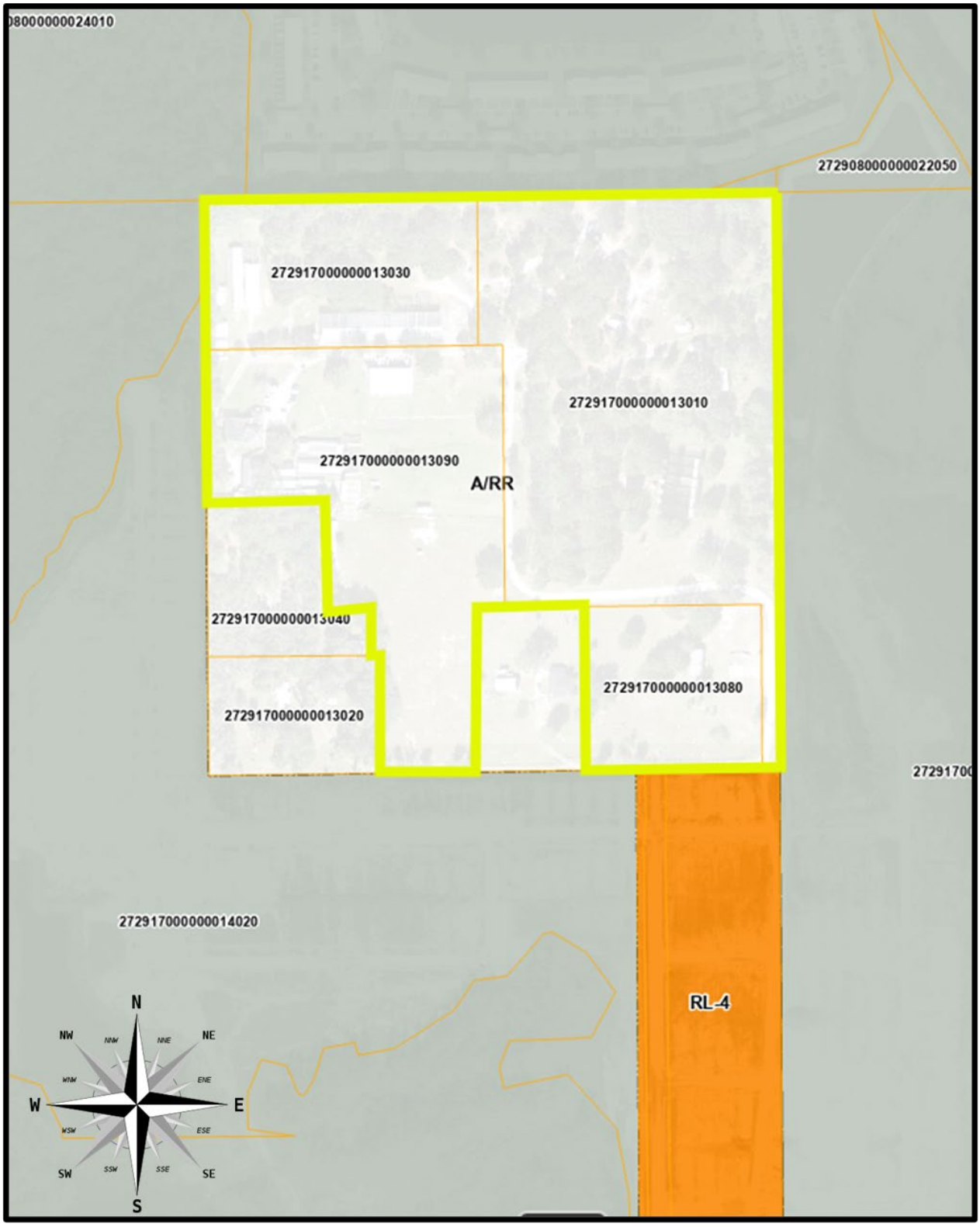
LOCATION MAP



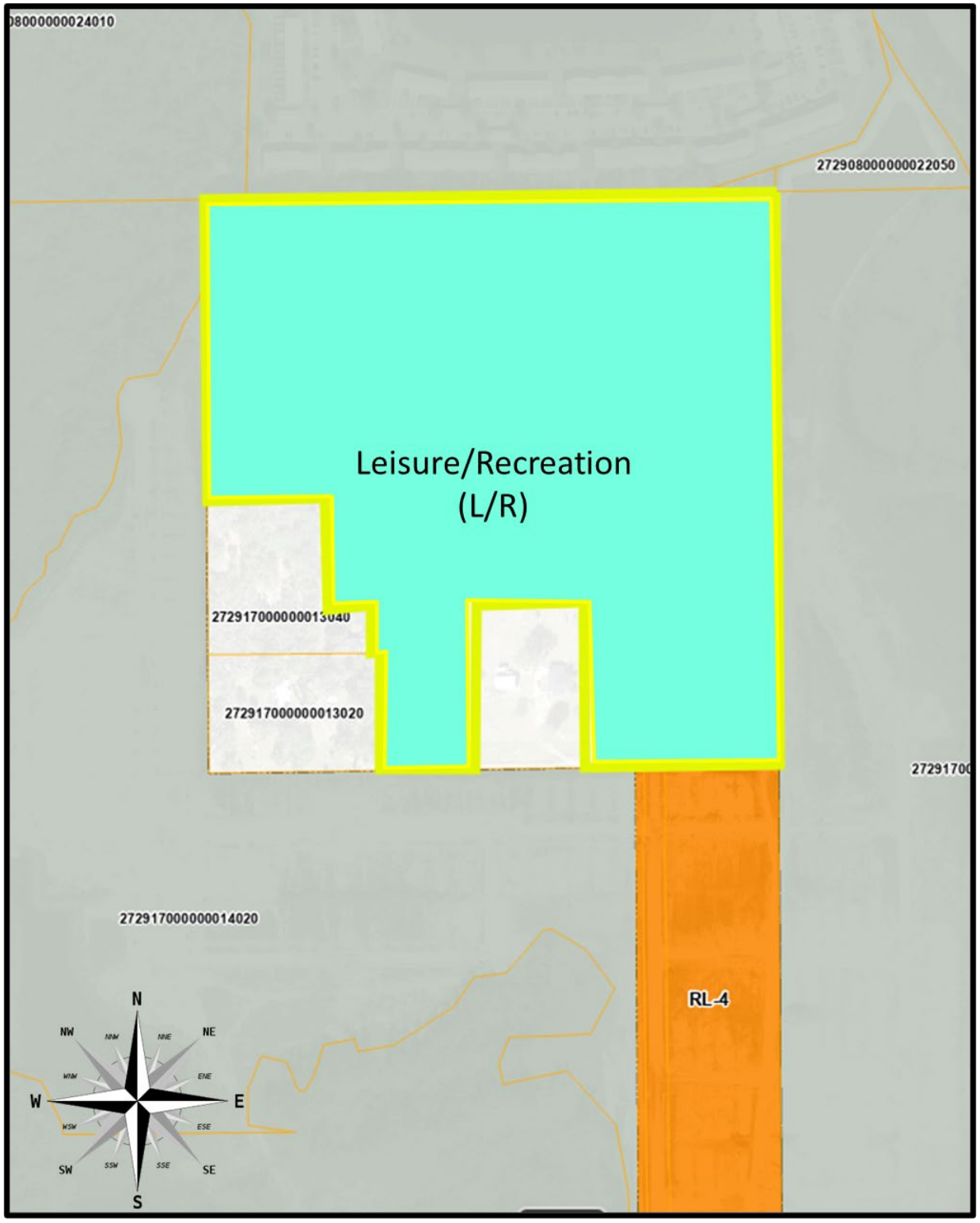
2023 AERIAL PHOTO CONTEXT



2023 AERIAL PHOTO CLOSE UP



CURRENT FLUM
Agricultural/Residential Rural (A/RR)



PROPOSED FLUM
Recreation/Leisure (R/L)

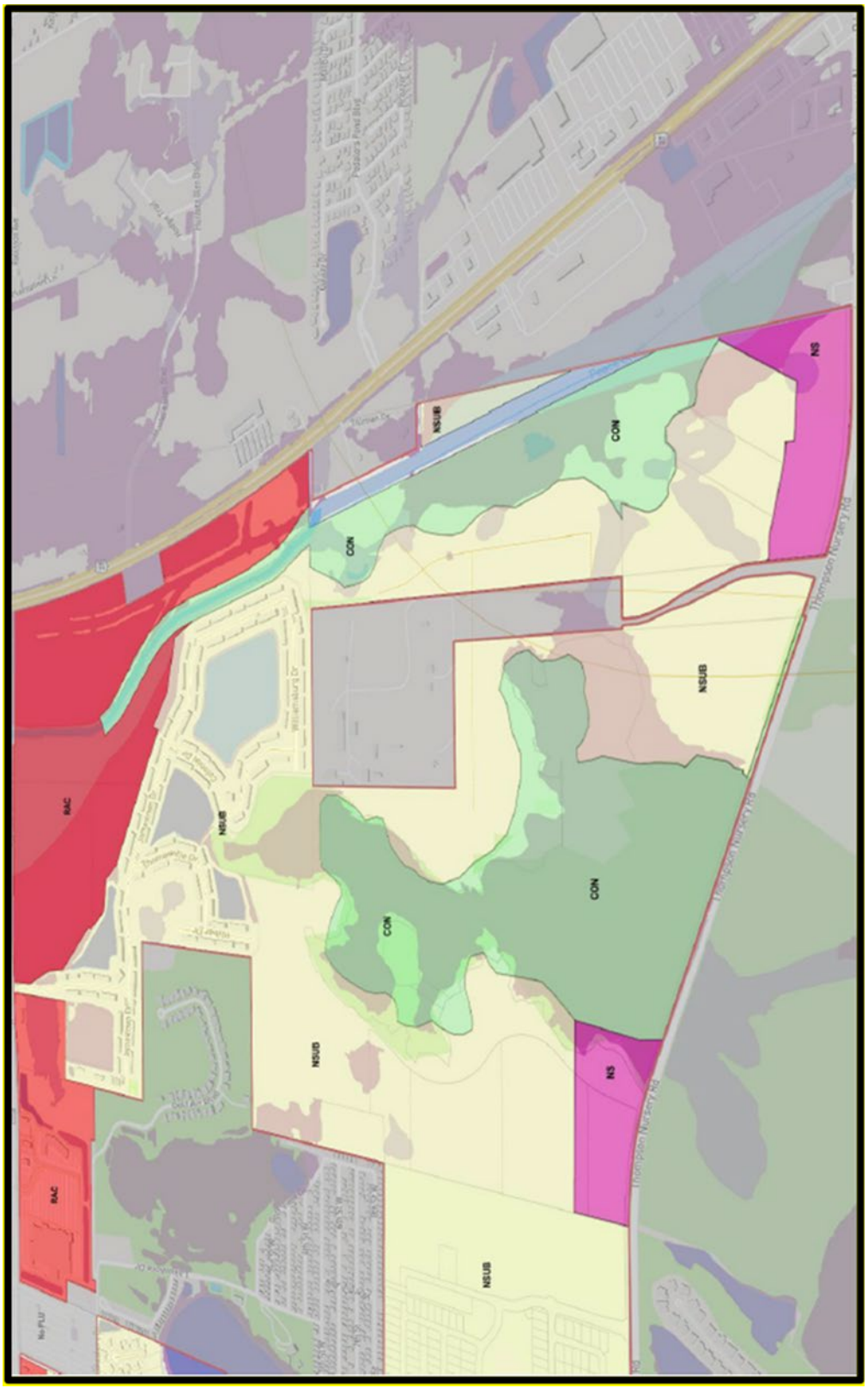
FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
A/RR	Single-family Detached Home & Subdivision, Animal Farm-Intensive, Farming General, Kennels- Boarding and Breeding, Livestock Sale-Auction, Nurseries and Greenhouses, Utilities- Class I, Veterinary Service	Family Farm, Group Home- Small (6 or less residents), Mobile Homes-Individual, Emergency Shelter-Small (6 or less residents), Golf Course, Recreation- Passive, Riding Academies, Utilities- Class II, Farm Worker Dormitory- Apartment Style, Cemetery, Communication Tower- Monopole, Communication Towers- Guyed and Lattice, Convenience Stores- Isolated, Heliports, Helistops, Recreation-Low Intensity, Solar Electric-Power Generation Facility	Farm Worker Dormitory- Barrack Style, Fly-in Community, Group Home- Large (7-14 residents), Group Living Facility (15 or more residents), Mobile Home Park, Mobile Home Subdivision, Rural Residential Development (RRD), Planned Development, Residentially Based Mixed Development (RBMD), Rural Mixed Development (RMD), Adult Day Care Center (7 or more clients), Agricultural Support- Off-Site, Bed and Breakfast, Breeding- Boarding- and Rehabilitation Facility- Wild or Exotic, Childcare Center, Community Center, Cultural Facility, Emergency Shelter- Large (15 or more residents), Emergency Shelter- Medium (7-14 residents), Event Facility, Government Facility, Lime Stabilization Facility, Lodges and Retreats, Marinas and Related Facilities, Mining- Non-phosphate, Outdoor Concert Venue, Recreation-High Intensity, Recreation- Vehicle Oriented, Recreational Camping, Religious Institution, School-Elementary, School- Leisure/Special Interest, School-Technical/Vocational/Trade & Training, Seaplane Base, Utilities-Class III, Airport, Correctional Facility, Residential Treatment Facility, Water Ski Schools

Agricultural/Residential Rural (A/RR)
PERMITTED AND CONDITIONAL USES

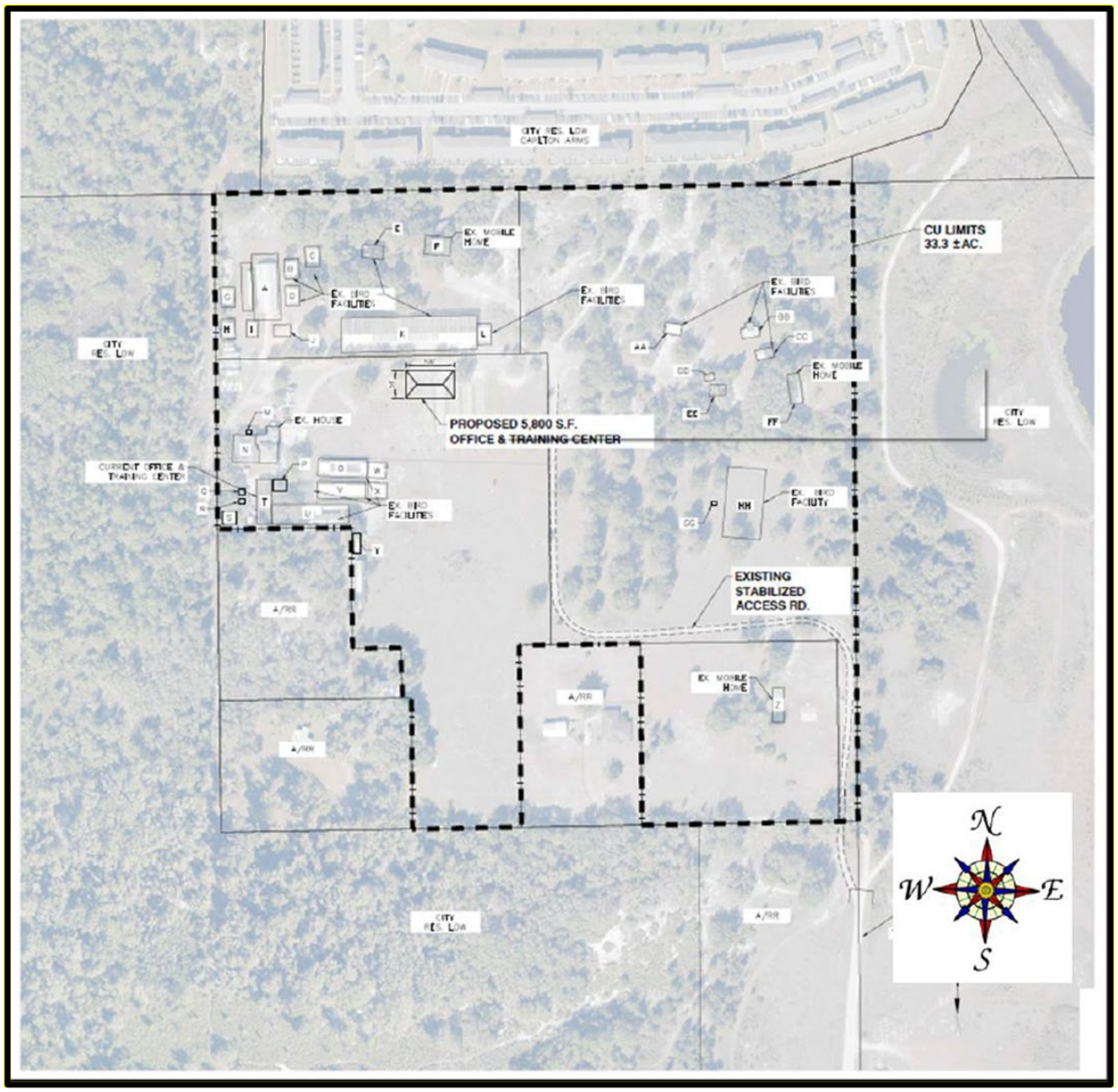
FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
L/R	Short-Term Rental Unit, Farming General, Fish Camp, Lodges and Retreats, Restaurant-Sit-down/Take-out, Riding Academies, School-Leisure/Special Interest, Utilities-Class I, Utilities- Class II, Veterinary Service	Alcohol Package Sales, Bars-Lounges- and Taverns, Golf Course, Marinas and Related Facilities, Recreation- High Intensity, Recreation- Low Intensity, Recreation- Passive, School-Technical/Vocational/Trade & Training, ~~Multi-family~~, Childcare Center, Community Center, Convenience Stores- Isolated, Cultural Facility, ~~Hotels and Motels~~, ~~Medical Marijuana Dispensaries~~, Personal Service, Recreation & Amusement General, ~~Recreation-Vehicle Oriented~~, Recreational Camping, ~~Recreational Vehicle Park~~, Religious Institution, Restaurant- Drive-thru/Drive-in, Retail- 10-000 – 34-999 sq. ft., Retail- Less than 10-000 sq. ft.	Mobile Home Park, Planned Development, Communication Tower- Monopole, Government Facility~~, Helistops~~, Mining-Non-phosphate, ~~Nightclubs and Dance Halls~~, ~~Outdoor Concert Venue~~, Seaplane Base, Utilities-Class III, Water Ski Schools, ~~Recreation & Amusement Intensive~~

Recreation/Leisure (R/L)

PERMITTED AND CONDITIONAL USES



Winter Haven Future Land Use



SITE PLAN FROM LDCU-2018-52

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-18, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, TO AMEND APPENDIX E PARCEL SPECIFIC COMPREHENSIVE PLAN AMENDMENTS WITH CONDITIONS TO ADD STANDARDS FOR DEVELOPMENT ON PROPERTY SUBJECT TO LDCPAS-2025-26 AND LOCATED NORTH OF THOMPSON NURSERY ROAD, SOUTH OF STATE ROAD 540, WEST OF US HIGHWAY 27, AND EAST OF COUNTY ROAD 540A, SURROUNDED BY WINTER HAVEN CITY LIMITS, IN SECTION 17, TOWNSHIP 29, AND 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 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 a Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on November 5, 2025; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code shall prohibit site specific uses from Leisure/Recreation (L/R); and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearings held on December 2, 2025 and December 16, 2025, 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 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 November 5, 2025, to consider the LDC text amendments contained within Application LDCT-2025-18 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2025-18.

c) The adoption of LDCT-2025-18 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Appendix E of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Table E1 will be amended in the following manner with underlined text to be added:

Table E1 Parcel Specific Comprehensive Plan Amendments (CPA) with Conditions

Subsection	CPA Case Number	CPA Approval	Parcel Numbers
W.	LDCPAS-2025-26 Natural Encounters	December 16, 2025	272917-000000-013030, 272917-000000-013090, 272917-000000-013010, 272917-000000-013080

W. Parcel Specific Comprehensive Plan Amendments with Conditions for LDCPAS-2025-26.

1. Applicability

The provisions and requirements of this Subsection apply to the subject site, the boundaries which are shown on the Future Land Use Map Series and Land Use District maps, more particularly those depicted in the panel showing Range 27, Township 29, and Section 17. The entire site legally described as:

Parcels #272917-000000-013030, 272917-000000-013090, 272917-000000-013010, 272917-000000-013080

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA AND RUN THENCE ALONG THE NORTH LINE THEREOF, N88°52'02"E A DISTANCE OF 1329.80 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1 /4; RUN THENCE ALONG THE EAST LINE OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1/4, S00°26'35"E A DISTANCE OF 1331.65 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1 /4; RUN THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1 /4, S89°06'13"W A DISTANCE OF 450.01 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED BY WARRANTY DEED IN OFFICIAL RECORD BOOK 4432, PAGE 2060,

PUBLIC RECORDS OF POLK COUNTY, FLORIDA; RUN THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE COURSES: (1) N00°26'35"W A DISTANCE OF 377.01 FEET; (2) THENCE S89°06'13"W A DISTANCE OF 251.69 FEET; (3) S00°31 '50"E A DISTANCE OF 377.01 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1/4; RUN THENCE ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1 / 4, S89°06' 13"W A DISTANCE 226.58 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED BY QUIT CLAIM DEED IN OFFICIAL RECORD BOOK 3993,PAGE 2014 PUBLIC RECORDS OF POLK COUNTY, FLORIDA. RUN THENCE ALONG THE EAST BOUNDARY THEREOF, N00°31 '50"W A DISTANCE OF 272.01 FEET; THENCE S89°06'13"W A DISTANCE OF 19.00 FEET; THENCE N00°31 '50"W A DISTANCE OF 105.00 FEET; THENCE S89°06'13"W A DISTANCE OF 103.00 FEET; TO THE BOUNDARY OF SAID PARCEL DESCRIBED BY QUIT CLAIM DEED; RUN THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO COURES: (1) N00°31 '50"W A DISTANCE OF 251.51 FEET; (2) S89°06'13"W A DISTANCE OF 278.01 FEET TO THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; RUN THENCE ALONG SAID WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, N00°31'50"W A DISTANCE OF 697.64 FEET TO THE POINT OF BEGINNING.

2. Prohibitive Uses:
The following uses are prohibited on this subject parcel:
Multifamily
Hotels and Motels
Medical Marijuana Dispensaries
Helistops
Nightclubs and Dance Halls
Recreation and Amusement Intensive
Outdoor Concert Venues,
Vehicle Oriented Recreation
Recreation Vehicle Parks

This agreement fulfills the objectives of the applicant and the County.

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

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Department of Florida Commerce posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

SECTION 5: 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 16th day of December 2025.

Demonstration of Need

POLICY 2.102-A11: URBAN SPRAWL CRITERIA - In accordance with Rule 9J-5.006(5) of the Florida Administrative Code, Polk County will discourage the proliferation of urban sprawl by use of the following criteria when determining the appropriateness of establishing or expanding any land use or development area. The analysis must ask whether or not the proposed plan amendment:

a. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses in excess of demonstrated need.

ANALYSIS: *The Proposed Request will act to provide L/R uses to residential developments in the area and those visiting Polk County.*

b. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

ANALYSIS: *The Proposed Request will act to alleviate sprawl concerns by changing the land use to L/R from Rural (A/RR). Such a change acknowledges the surrounding residential development but maintains the rural features adjacent to it.*

c. Promotes, allows or designates urban development in radial, strip isolated or ribbon patterns generally emanating from existing urban developments.

ANALYSIS: *The Proposed Request is not for urban development.*

d. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as, wetlands, floodplains, native vegetation, environmentally sensitive areas, natural shorelines, beaches, bays, estuarine systems, and other significant natural systems.

ANALYSIS: *The Subject Property is developed. In addition, the Subject Property does not appear to have any wetlands, nor is it located in a flood zone. [see Wetlands Map; see Flood Zone Map].*

e. Fails to adequately protect adjacent agricultural areas and activities including silviculture and active agricultural and silvicultural activities as well as passive agricultural activities and dormant, unique and prime farmlands and soils.

ANALYSIS: *The Subject Property is not adjacent to agricultural activities and there are no anticipated impacts to agricultural areas.*

f. Fails to maximize use of existing public facilities and services.

ANALYSIS: *No negative impacts to existing public facilities and services are anticipated.*

g. Fails to minimize the use of future public facilities and services.

ANALYSIS: *No impact on future public facilities and services are anticipated.*

h. Allows for land use patterns or timing which will disproportionately increase the cost in time, money and energy, of providing public facilities and services including roads, potable water, sanitary sewer, stormwater management, law enforcement education health care, fire and emergency response, and general government.

ANALYSIS: *There are no anticipated off-site improvements required for the development of the Subject Property. The Subject Property is currently developed. In addition, there are no anticipated adverse impacts on public facilities in general.*

i. Fails to provide a clear separation between urban and rural uses.

ANALYSIS: *The Subject Property is not located adjacent to rural uses. Notably, the Subject Property is situated in an area that has predominantly been developed for single family residential use.*

j. Discourages or inhibits in-fill development or redevelopment of existing neighborhoods and communities.

ANALYSIS: *The Proposed Request does not discourage in-fill development or redevelopment. The Subject Property is requesting redevelopment to better serve Polk County.*

k. Fails to encourage an attractive and functional mix of land uses.

ANALYSIS: *Disrupting the pattern of single-use development will ultimately provide current and future residential developments in the area, as well as visitors to Polk County, with access to the services typical of a L/R district, while creating an attractive, functional mix of uses and avoiding sprawl.*

l. Results in poor accessibility among linked or related land uses.

ANALYSIS: *The Subject Property is consistent with the locational requirements of an L/R district contained in the Polk Comprehensive Plan.*

m. Results in the loss of a significant amount of functional open space.

ANALYSIS: N/A. *The Subject Property is developed.*

Impact Assessment Statement

A. Land and Neighborhood Characteristics: to assess the compatibility of the requested land use district with the adjacent property and to evaluate the suitability of the site for development, the applicant shall:

1. Show how and why is the site suitable for the proposed uses;

The establishment of an L/R district on the Subject Property meets the criteria set out in the Polk County Comprehensive Plan for both RDAs and L/R districts. See Consistency Analysis. In addition, the Subject Property's proximity to Legoland and its established reputation within the wildlife industry makes it well-suited as a destination for visitors to Polk County.

2. Provide a site plan showing each type of existing and proposed land use;

See attached Future Land Use Map.

3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses;

The landscaping and buffering required by the Polk County Land Development Code and parcel-specific text amendments adequately ensure that the proposed request is compatible with adjacent uses and entitlements in the area. The Owners will take all reasonable and necessary steps to minimize the impacts on the properties surrounding the requested land use map amendment.

4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped;

The Subject Property is located in area that is either developed or going through development.

5. Describe each of the uses proposed in a Planned Development and identify the following:

a. The density and types of residential dwelling units;

b. The type of commercial and industrial uses;

c. The approximate customer service area for commercial uses;

d. The total area proposed for each type of use, including open space and recreation

The Property is not within a Planned Development. Any development of the Property would be consistent with the Polk County Land Development Code, the Polk County Comprehensive Plan, and proposed site specific development criteria.

B. Access to Roads and Highways: to assess the impact of the proposed development on the existing, planned and programmed road system, the applicant shall:

1. Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;

The Subject Property is currently developed. Any future development or redevelopment will be reviewed through Level 2.

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;

The Subject Property has been previously developed. Any future development or redevelopment will be reviewed through Level 2.

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;

The requisite number of parking spaces required by the Polk County Land Development Code will be determined at Level 2 based on the actual square footage of any structures proposed to be constructed.

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and

Access will be provided via Conservation Way, a private road established through a private easement. It is anticipated that Conservation Way be further improved as property to the east and west is fully developed.

5. Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.

Modes of transportation to the Subject Property are primarily focused on automobiles.

C. Sewage: to determine the impact caused by sewage generated from the proposed development, the applicant shall:

1. Calculate the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development;

No impact on sewage generation is anticipated. The Subject Property has been previously developed.

2. Describe the proposed method and level of treatment, and the method of effluent disposal for the proposed sewage treatment facilities if on-site treatment is proposed;

No impact on sewage generation is anticipated. The Subject Property has been previously developed.

3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems;

Any proposed system will be designed in accordance with applicable and appropriate rules and regulations.

4. Identify the service provider; and

The Subject Property has been previously developed. No impact to sewer is anticipated.

5. Indicate the current provider’s capacity and anticipated date of connection.

No impact is anticipated. The Subject Property has been previously developed.

D. Water Supply: to determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area, the applicant shall:

1. Indicate the proposed source of water supply and, the type of treatment;

No significant impact to water supply is anticipated. The Subject Property has been previously developed.

2. Identify the service provider;

No significant impact to water supply is anticipated. The Subject Property has been previously developed.

3. Calculate the estimated volume of consumption in gallons per day (GPD); and

No significant impact to water consumption is anticipated. The site has been previously developed.

4. Indicate the current provider's capacity and anticipated date of connection

Connection is not anticipated. The site has been previously developed.

E. Surface Water Management and Drainage: to determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development, the applicant shall:

1. Discuss the impact the proposed development will have on surface water quality;

The stormwater management system for the project site will be designed to meet regulatory requirements that will ensure adequate BMPs are instituted. The property does not have any areas of concern and surface water quality will not be negatively impacted by the development.

2. Describe the alteration to the sites natural drainage features, including wetland, that would be necessary to develop the project;

There does not appear to be any state or federal jurisdictional wetlands or surface water features located within the project site.

3. Describe the impact of such alterations on the fish and wildlife resources of the site;

Based on the available GIS information, there are no state or federally jurisdictional wetland or surface water features or other bodies of open water identified within the project site. In addition, the Subject Property is already developed. As such, there is no anticipated impact on fish and wildlife resources.

4. Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.

No change is anticipated.

F. Population: to determine the impact of the proposed developments additional population, the applicant shall:

1. Calculate the projected resident (and transient) population of the proposed development and the generated population in the case of commercial or industrial uses;

Indeterminable at this time.

2. Describe, for commercial and industrial projects, the employment characteristics including the anticipated number of employees, type of skills or training required for the new jobs, the percentage of employees that will be found locally or are expected to be drawn from outside the county or state, and the number of shifts per day and employees per shift;

Indeterminable at this time.

3. Indicate the expected demographic composition of the additional population (age/socio-economic factors); and

Indeterminable at this time.

4. Describe the proposed service area and the current population thereof.

Indeterminable at this time. Market data will be submitted upon completion.

G. General Information: to determine if any special needs or problems will be created by the proposed development, the applicant shall:

1. List and discuss special features of the proposed development that promote desirability and contribute to neighborhood needs; and

The proposed future land use map amendment would allow for the proposed development to provide convenience Leisure/Recreation uses in area that is predominantly single-use residential. The Proposed Request would also provide visitors to Polk County with a nature-based attraction.

2. Discuss the demand on the provision for the following services:

a. Parks and Recreation;

None.

b. Educational Facilities (preschool/elementary/middle school/high school);

None.

c. Health Care (emergency/hospital);

No impact to health care is anticipated.

d. Fire Protection;

No impact on fire protection is anticipated. The Subject Property has been previously developed.

e. Police Protection and Security; and

No impact on police protection and security is anticipated. The Subject Property has been previously developed.

f. Electrical Power Supply

Indeterminable at this time.

H. Maps: the following maps shall accompany all Impact Assessment Statements:

Map A: A location map showing the relationship of the development to cities, highways, and natural features;

See attached Parcel Map; see attached Roads Map.

Map B: A Topographical Map with contour intervals of no greater than five feet, the identification of the property boundaries, and a delineation of the areas of special flood hazard (100 year flood plain) as shown on the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA) for Polk County;

See attached Topographical Map.

Map C: A Land Use and Land Use District Map showing the existing land use designations and districts on and abutting the proposed development, including lot sizes and density;

See attached Polk County Future Land Use Map; City of Winter Haven Future Land Use Map; City of Winter Haven Zoning Map.

Map D: A Soils Map with soils designated according to Natural Resources Conservation Service classifications. If available, USDA Natural Resources Conservation Service (NRCS) soil surveys are preferable;

See attached Soils Map

Map E: A Traffic Circulation Map identifying any existing roads on or adjacent to the proposed development and indicating the name of the roads, maintenance jurisdiction, and pavement and right-of-way widths.

See attached Roads Map.

Map F: A Site Plan showing land uses, the layout of lots, the type and maximum density for each type of residential area; the typical minimum lot sizes and dimensions for each use and unit type, and the dimensions, locations, and types of buffers, easements, open space areas, parking and loading areas, setbacks, and vehicular circulation routes; and

A Site Plan is not available at this time.

Map G: A Drainage Map delineating existing and proposed drainage areas, water retention areas, drainage structures, drainage easements, canals, wetlands, watercourses, and other major drainage features.

A Drainage Map is not available at this time, as we do not have any engineered plans to evaluate the proposed location of stormwater ponds, buildings, impervious surface, etc.

LDCT-2025-18 - Natural Encounters Text Change

Menu Reports Help

Application Name: Natural Encounters Text Change

File Date: 08/07/2025

Application Type: BOCC-LDC Text Change

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: See description uploaded with application package.

Application Detail: Detail

Address: 129 CONSERVATION WAY, WINTER HAVEN, FL 33884

Parcel No: 272917000000013030

Owner Name: STEVE MARTINS NATURAL ENCOUNTERS INC

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Shelton Rice	Peterson & Myer...	Engineer	Mailing, 225 East Lemo...	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: $5,434.00

Balance: $0.00

Custom Fields: LD_PUBL_HEAR

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
LDC Text Amendment

Variance Type
–

Brownfields Request
–

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
–

Will This Project Be Phased

Acreage
33

DRC Meeting
08/28/2025

DRC Meeting Time
11:30 AM

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
11/05/2025

BOA Hearing Date
–

1st BOCC Date
12/02/2025

2nd BOCC Date
12/16/2025

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
–

PLAN REVIEW FIELDS

TMPRecordID
POLKCO-25EST-00000-48695

DocumentGroupforDPC
DIGITAL PROJECTS LD

RequiredDocumentTypes
–

RequiredDocumentTypesComplete
Yes

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

Activate DPC
Yes

Activate FSA
Yes

DigitalSigCheck
Yes

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement
√

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 ...	08/20/2025	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	09/09/2025	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	08/26/2025	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	08/22/2025	Kim Turner
Planning Review	Johnathan Sims	Approve	09/09/2025	Johnathan Sims
School Board Review	School District	Not Required	08/25/2025	School District
Review Consolidation	Lyndsay Rathke	Approved for...	09/12/2025	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

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-18, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, TO AMEND APPENDIX E PARCEL SPECIFIC COMPREHENSIVE PLAN AMENDMENTS WITH CONDITIONS TO ADD STANDARDS FOR DEVELOPMENT ON PROPERTY SUBJECT TO LDCPAS-2025-26 AND LOCATED NORTH OF THOMPSON NURSERY ROAD, SOUTH OF STATE ROAD 540, WEST OF US HIGHWAY 27, AND EAST OF COUNTY ROAD 540A, SURROUNDED BY WINTER HAVEN CITY LIMITS, IN SECTION 17, TOWNSHIP 29, AND 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 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 a Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on November 5, 2025; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code shall prohibit site specific uses from Leisure/Recreation (L/R); and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearings held on December 2, 2025 and December 16, 2025, 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 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 November 5, 2025, to consider the LDC text amendments contained within Application LDCT-2025-18 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2025-18.

c) The adoption of LDCT-2025-18 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Appendix E of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Table E1 will be amended in the following manner:

Table E1 Parcel Specific Comprehensive Plan Amendments (CPA) with Conditions

Subsection	CPA Case Number	CPA Approval	Parcel Numbers
Y.	LDCPAS-2025-26 Natural Encounters	December 16, 2025	272917-000000-013030, 272917-000000-013090, 272917-000000-013010, 272917-000000-013080

Y. Parcel Specific Comprehensive Plan Amendments with Conditions for LDCPAS-2025-26.

1. Applicability

The provisions and requirements of this Subsection apply to the subject site, the boundaries which are shown on the Future Land Use Map Series and Land Use District maps, more particularly those depicted in the panel showing Range 27, Township 29, and Section 17. The entire site legally described as:

Parcels #272917-000000-013030, 272917-000000-013090, 272917-000000-013010, 272917-000000-013080

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA AND RUN THENCE ALONG THE NORTH LINE THEREOF, N88°52'02"E A DISTANCE OF 1329.80 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1 /4; RUN THENCE ALONG THE EAST LINE OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1/4, S00°26'35"E A DISTANCE OF 1331.65 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1 /4; RUN THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1 /4, S89°06'13"W A DISTANCE OF 450.01 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED BY WARRANTY DEED IN OFFICIAL RECORD BOOK 4432, PAGE 2060,

PUBLIC RECORDS OF POLK COUNTY, FLORIDA; RUN THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE COURSES: (1) N00°26'35"W A DISTANCE OF 377.01 FEET; (2) THENCE S89°06'13"W A DISTANCE OF 251.69 FEET; (3) S00°31 '50"E A DISTANCE OF 377.01 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1 /4 OF THE NORTHEAST 1/4; RUN THENCE ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1 / 4, S89°06' 13"W A DISTANCE 226.58 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED BY QUIT CLAIM DEED IN OFFICIAL RECORD BOOK 3993,PAGE 2014 PUBLIC RECORDS OF POLK COUNTY, FLORIDA. RUN THENCE ALONG THE EAST BOUNDARY THEREOF, N00°31 '50"W A DISTANCE OF 272.01 FEET; THENCE S89°06'13"W A DISTANCE OF 19.00 FEET; THENCE N00°31 '50"W A DISTANCE OF 105.00 FEET; THENCE S89°06'13"W A DISTANCE OF 103.00 FEET; TO THE BOUNDARY OF SAID PARCEL DESCRIBED BY QUIT CLAIM DEED; RUN THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO COURES: (1) N00°31 '50"W A DISTANCE OF 251.51 FEET; (2) S89°06'13"W A DISTANCE OF 278.01 FEET TO THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; RUN THENCE ALONG SAID WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, N00°31'50"W A DISTANCE OF 697.64 FEET TO THE POINT OF BEGINNING.

2. Prohibitive Uses:
The following uses are prohibited on this subject parcel:
Multifamily
Hotels and Motels
Medical Marijuana Dispensaries
Helistops
Nightclubs and Dance Halls
Recreation and Amusement Intensive
Outdoor Concert Venues,
Vehicle Oriented Recreation
Recreation Vehicle Parks

This agreement fulfills the objectives of the applicant and the County.

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

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Department of Florida Commerce posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

SECTION 5: 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 16th day of December 2025.

Agenda Item O.4. 12/16/2025

SUBJECT

Public Hearing (LDCPAS-2025-17 Braddock & Berkley Rd NAC CPA Amendment) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on ±7.95 acres from Residential Low (RL) to Neighborhood Activity Center (NAC) with a Comprehensive Plan Text Amendment to Section 2.135 Parcel Specific Future Land Use Map Amendment with Conditions to reference the subject site has development conditions as part of a LDC Text Amendment (LDCT-2025-19) to Appendix E. (No Fiscal Impact).

DESCRIPTION

This is an applicant-initiated request for property located on the East of the Polk Parkway (SR 570), north side of Braddock Road, west side of Berkley Road (SR 655), south of Gapway Road and adjacent to the city of Auburndale to the east, with Auburndale in close proximity to the north, west and south in Section 28, Township 27, Range 25. State law requires one Planning Commission hearing, which was held on November 5, 2025, with recommendations of approval (6:1).

The Florida Statutes require the local governing board to take action on the proposed amendment.

RECOMMENDATION

Approve

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

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POLK COUNTY DEVELOPMENT REVIEW COMMITTEE STAFF REPORT

DRC Date:	June 6, 2025
Planning Commission Date:	November 5, 2025
BoCC Dates:	December 16, 2025
Applicant:	Bart Allen, Peterson & Myers
Level of Review:	Level 4 Review, Comprehensive Plan Map Amendment
Case Number and Name:	LDCPAS-2025-17; Berkley & Braddock RL to NAC CPA
Request:	Small Scale Comprehensive Plan Map and Text Amendment (LSCPAS-2025-17) from Residential Low (RL) to Neighborhood Activity Center (NAC) with a Comprehensive Plan Text Amendment to Section 2.135 Parcel Specific Future Land Use Map Amendment with Conditions to reference the subject site has development conditions part of a LDC Text Amendment (LDCT-2025-19) to Appendix E adding conditions of development.
Location:	East of the Polk Parkway (SR 570), north side of Braddock Road, west side of Berkley Road (SR 655), south of Gapway Road and adjacent to the city of Auburndale to the east, with Auburndale in close proximity to the north, west and south in Section 28, Township 27, Range 25.
Property Owner:	J Everett Allen & Sons Inc
Parcel Size:	±7.95 acres (252728-000000-043020, -043180, -043190, -043200, -043210, -043230, -043230, -043240)
Development Area/Overlays:	Urban Growth Area (UGA) and Auburndale Joint Planning Area (JPA)
Future Land Use:	Residential Low (RL)
Nearest Municipality	Auburndale
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (6:1)
Florida Commerce:	N/A
Case Planner:	Robert Bolton, Planner III

Location

Current Future Land Use

Summary of Analysis

This is an applicant request for a Small Scale Comprehensive Plan Amendment LDCPAL-2025-17) to change the Future Land Use Designation from Residential Low (RL) in the Urban Growth Area (UGA) and Auburndale Joint Planning Area (JPA) to Neighborhood Activity Center (NAC) on 7.95+/- acres. The applicant has a related request for a Land Development Code (LDC) Text Amendment (LDCT-2025-19) to add development restrictions and limitations to the allowable uses as shown in Table 2.1 of the LDC. The site is located in the Urban Growth Area (UGA) and Auburndale Joint Planning Area (JPA) located on the north side of Braddock Road, west side of Berkley Road (SR 655), south of Gapway Road and adjacent to the city of Auburndale to the east, with Auburndale in close proximity to the north, west and south in Section 28, Township 27, Range 25.

Compatibility Summary

The proposed land use change is compatible with the growth that has occurred in this area. The subject site is located within the Urban Growth Area (UGA) and Auburndale Joint Planning Area (JPA), at the intersection for two (2) Urban Collector roads with full public services. The JPA provided for the establishment of a Joint Planning Area as a "guide" to illustrate the desired development patterns within the boundary. Since approval of the JPA the boundary has experienced annexations as well as a new amendment to the City of Auburndale's Land Development Regulations Chapter 15 providing for a Special Overlay District for The Central Florida Innovation Distrct, which the subject site is not included within. The subject currently has Land Use designation of RL. The adjacent Land Use designations to the subject site are also residential. However, the surrounding other uses within approximately ½ mile include the City of Auburndale's Youth Baseball Complex, Polk County's Lake Myrtle Sports Park, TECO Auburndale Trail and the SunTrax facility. The Urban Growth Area (UGA) is meant to be an area where the availability of infrastructure and other community facilities and services, promotes and supports the location of higher density and intensity development. The proposed NAC will provide needed non-residential support to an area with land uses that vary from residential to recreational to employment center. The request is considered to be compatible and consistent with the surrounding area.

Infrastructure and Urban Services Summary

The proposed CPA is not anticipated to degrade the Level-of-service (LOS) standard for transportation, the locally zoned schools, fire, EMS and sheriff public safety resources. Braddock Road was rebuilt and realigned from a 2-lane Local Road to a 4-lane divided Urban Collector Road and was completed in June of 2024. As part of the reconstruction of Braddock Road a new interchange was created with SR 570 (Polk Parkway), providing improved access to the SunTrax facility on the north side of Braddock Road. Braddock Road is currently being reviewed for Available Peak Hour Capacity as well as Level of Service. The subject site will be connected to the City of Auburndale's water and wastewater. The City of Auburndale reports that there are no capacity issues for potable water; however, they have halted taking new flows to the sanitary system in this area until sewer improvement projects have been completed. There are no wells on the subject site.

Environmental Conditions Summary

The proposed request is not anticipated to have a negative impact upon the environmental features present on site. However, the subject site is not located within the one-mile radius of a protected animal and plant species sighting and has no surface water, wetlands or flood zones. The project

site is not located within an Airport Impact District and is not associated with any historical or archeological sites.

The subject site is not located within an airport height notification zone, there are no historical or archeological resources, and there are no indicated protected species. The subject site has no surface water, wetlands or flood zones, the soils are not of a problematic type.

Comprehensive Plan Policies Considered

- Section 2.102 – General Growth Management policies
- Section 2.105 – Urban Growth Areas (UGA) policies
- Section 2.110-D – Neighborhood Activity Center policies

Findings of Fact

Request and Legal Status

- This is an applicant-initiated request to change the Future Land Use (FLU) designation from Residential Low (RL) to Neighborhood Activity Center (NAC) in the Urban Growth Area (UGA) and a Comprehensive Plan Text Amendment to Section 2.135 Parcel Specific Future Land Use Map Amendment with Conditions.

- LDCT-2025-19 is an applicant-initiated request to add parcel specific development restrictions to the site and limit specific allowable uses within the proposed Neighborhood Activity Center as shown in Table 2.1 of the Land Development Code (LDC) and to provide enhanced buffers.

- The subject site is located on the north side of Braddock Road, west side of Berkley Road (SR 655), with the RL Future Land Use district comprising the site and is located in the UGA.

- The subject site is located within the Urban Growth Area (UGA) and Auburndale Joint Planning Area (JPA). The JPA provided for the establishment of a Joint Planning Area as a "guide" to illustrate the desired development patterns within the boundary.

- The JPA provided for the establishment of a Joint Planning Area as a "guide" to illustrate the desired development patterns within the boundary. (See separate Attachment)

- Since approval of the JPA the boundary has experienced annexations as well as a new amendment to the City of Auburndale's Land Development Regulations Chapter 15 providing for a Special Overlay District for The Central Florida Innovation Distrct, which the subject site is not included within.

- The proposed FLU change totals approximately 7.95+/- acres. The subject site is located east of the Polk Parkway (SR 570), north side of Braddock Road, west side of Berkley Road (SR 655), south of Gapway Road and adjacent to the city of Auburndale to the east, with Auburndale in close proximity to the north, west and south in Section 28, Township 27, Range 25.

- Within the City of Auburndale there are two Convenience Center Land Use districts approximately 1/3 mile south of the subject site. The Convenience Center on the west side of Berkley Road is associated with the Lake Myrtle Sports Complex and is owned by Polk County. The Convenience Center on the east side of Berkley Road is located within currently developing residential development Summer Lake Estates, as residential homes

- Approximately 1/3 of a mile north of the site at the southeastern corner of Berkley Road (SR 655) and Gapway Road, the City of Auburndale has designated the property as Village Center (VC). The Village Center, is a Zoning category and not a Land Use and having different characteristics form the Neighborhood Activity Center (NAC).

- The site is located within the Joint Planning Area Interlocal Agreement Between The City of Auburndale and Polk County. Provided under separate attachment.

Compatibility

- The subject's surrounding uses are as follows:
  - North of the subject site is Residential Low (RL) with residential development typically 1 acre or larger.
  - East of the subject site is the City of Auburndale residential development.
  - South of the subject site is Residential Low (RL) with residential development typically 1 acre or larger.
  - West of the subject site is Residential Low (RL) with residential development typically 1 acre or larger.

- Much of the area has Future Land Uses of a residential nature, whether in the county or city. However, in the greater surrounding area includes the Lake Myrtle Sports Park, Auburndale Youth Baseball Complex, TECO Auburndale Tral and the SunTrax facility.

- Approximately 1/3 of a mile north of the site at the southeastern corner of Berkley Road (SR 655) and Gapway Road, the City of Auburndale has designated the property as Village Center (VC). The Village Center, is a Zoning category and not a Land Use and having different characteristics form the Neighborhood Activity Center (NAC). The City of Auburndale's Village Center zoning's emphasis is on higher density residential being integrated, as well as urban design characteristics and gathering place design and prohibits gas stations.

- The subject site meets the population support criteria of 5,000 people within a 1½-mile radius as well as the 10,000 people within a 2-mile radius (based on a 12.4 square mile area) compensating for undevelopable areas (water and state park), Exhibit 9.

- The subject site is located within the Urban Growth Area (UGA) and Auburndale Joint Planning Area (JPA). The JPA provided for the establishment of a Joint Planning Area as a "guide" to illustrate the desired development patterns within the boundary.

- The site is at the intersection for two (2) Urban Collector roads with full public services.

- The proposed NAC will provide needed non-residential support to an area with land uses that vary from residential to recreational to employment center.

Infrastructure

- The zoned schools for the site are Lena Vista Elementary, JL Stambaugh Middle School, and Tenoroc High School.

- First responder Fire response Auburndale Fire Dept, 100 Ariana Ave, Auburndale with a travel distance of 5.6+/- miles. First responder EMS response will be from Polk County Fire Rescue Station 7, 200 Commonwealth Ave N SW, Polk City with a travel distance of 5.6+/- miles.

- The subject site is within the Central District Commend Area for the Sheriff's office which is located at 3635 Avenue G N.W., Winter Haven.

- The subject site is within the City of Auburndale's Utility Service Area for potable water and wastewater.

- The site is located at the northwest quadrant of Braddock Road and Berkley Road (SR 559). Berkley Road (SR559) is a 4-lane divided roadway and Braddock Road was rebuilt and realigned from a 2-lane Local Road to a 4-lane divided Urban Collector Road and was completed in June of 2024. Available Peak Hour Capacity as well as Level of Service.

- As part of the rebuild and realignment of Braddock Road a new interchange with SR 570 (Polk Parkway) was created. This interchange provide better access to the SunTrax facility on the north side of Braddock Road.

- The subject site is serviced by the City of Auburndale for water and wastewater. The City of Auburndale reports that there are no capacity issues for potable water; however, they have halted taking new flows to the sanitary system in this area until sewer improvement projects have been completed.

- The subject site currently has sidewalks along the north and south side of the entirety of Braddock Road from the Polk Parkway (SR 570) to Berkley Road and the east and west sides of Berkley Road (SR 655).

- Citrus Connection's nearest route is the Route 50 with the nearest stop approximately two (2) miles south at Old Dixie Highway.

- The nearest parks are the Auburndale Youth Baseball Complex at Lake Myrtle Park and the Polk County Lake Myrtle Sports Park. The Auburndale TECO Trail is also located west of the site. The closest environmental site is the Tenoroc Fish Management Area and Tenoroc Public Use Area.

Environmental

- The subject site is approximately 159 feet above sea level at the center of the site and slopes to the edges to an elevation of approximately 157 feet.

- According to the soil survey by the United States Department of Agriculture the subject site is made up of Tavares fine sand, 0 to 5 percent slopes, and Zolfo fine sands. Future development of the site will be subject to Section 2.303: "Soils" of the County's Comprehensive Plan (in conjunction with the Land Development Code) which requires all development to implement Best Management Practices based on the Department of Environmental Protection's (DEP) Florida Development Manual.

- According to Polk County Endangered Habitat Maps, the subject site is not located within a one-mile radius of an observed a protected animal species sighting (Source: Florida Department of Environmental Protection, 2015). However, the applicant will be required to submit a biological walk-over as part of the Level-2 review process.

- The site is located within the Potential Network Connections area of the Polk Green District Comprehensive Plan Map Series. Approximately 2.8 miles east of the site, on the south side of Lake Van is a 79+ acre Conservation Easement recorded in the Plat of Watercrest Estates, Plat Book 169, Page.

- There are no known archeological or historical resources on the subject site per data from the Florida State Historical Commission.

- The subject site is not within a Wellfield Protection district. The nearest public Wellfields are approximately 2 miles south of the site.

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 - 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 2.105-A5: Development Criteria -- Development within the Urban Growth Areas shall conform to the following criteria as further specified by 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 2.110-D1: CHARACTERISTICS - Neighborhood Activity Centers are intended to accommodate the shopping needs of residents living within the immediate surrounding neighborhood(s). General (approximate) characteristics of Neighborhood Activity Centers are:
  - Usable Area: Over 5 acres to 20 acres
  - Gross Leasable Area (GLA): 20,000 to 150,000 square feet
  - Minimum Population Support: 5,000 to 10,000 people
  - Market-Area Radius: 1½ miles
  - Typical Leading Tenant: Supermarket
  - Other Typical Leading Tenants: Drug Store, Restaurant, Bakery, Office, Convenience Store

- POLICY 2.110-D2: DESIGNATION AND MAPPING - Neighborhood Activity Centers shall be located within UDAs, UGAs, SDAs, and UEAs as designated on the Future Land Use Map Series as "Neighborhood Activity Center" (NAC).

- POLICY 2.110-D3: LOCATION CRITERIA - Neighborhood Activity Centers shall be located at the intersections of arterial and/or collector roads. There shall be the following traveling distances, on public roads, between the center of a Neighborhood Activity Center and the center of any other Neighborhood Activity Center, or other higher-level Activity Center, Linear Commercial Corridor, or Commercial Enclave providing for the same neighborhood-shopping needs:
  - a. Two (2) miles within the TSDA and UGA.
  - b. Four (4) miles within the SDA and UEA.

  This required separation may be reduced if:
  - a. The higher-level Activity Center, Linear Commercial Corridor or Commercial Enclave within the required distance separation is over 80% developed; or
  - b. The proposed Neighborhood Activity Center market-area radius, minimum population support is over 10,000 people.

- POLICY 2.110-D4: DEVELOPMENT CRITERIA - Development within a Neighborhood Activity Center shall conform to the following criteria:
  - a. Neighborhood Activity Centers shall have frontage on, or direct access to, an arterial or major collector roadway, or a frontage road or service drive which directly serves an arterial or collector roadway.
  - b. Different uses within a Neighborhood Activity Center shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical.
  - c. 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.
  - d. Residential uses shall not be permitted in Neighborhood Activity Centers except as part of a mixed use Planned Development.
  - e. Office uses shall not exceed 40 percent of the total area of the Neighborhood Activity center. Commercial uses may constitute 100 percent of the Neighborhood Activity center.
  - f. The maximum floor area ratio shall not exceed 0.25 unless developed as a Planned Development.
  - g. Planned Developments within the Neighborhood Activity Center may be permitted a maximum floor area ratio up to 0.70 and a maximum residential density of 5 dwelling units per acre. Intensity and density increases shall only be awarded to innovative, efficient, and compatible Planned Development proposals that are consistent with the general district characteristics and are located within the TSDA and UGA. The Land Development Code shall establish specific development standards and criteria for Planned Developments within activity centers.

- POLICY 2.110-D5: ADJACENT DEVELOPMENT - Subject to the criteria and requirements of Section 2.125-C relating to Transitional Areas, development adjacent to a Neighborhood Activity Center may include the following uses: Office, Residential, Institutional, and Recreation and Open Space.

Development Review Committee (DRC) Recommendation: Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the DRC finds that with the proposed conditions, the proposed requests **ARE 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 DRC recommends **APPROVAL of LDCPAS-2025-17 and LDCT-2025-19.**

Planning Commission Decision: On November 5, 2025, in an advertised public hearing, the Planning Commission voted 6:1 to **recommend APPROVAL of LDCPAS-2025-17.**

Planning Commission Decision: On November 5, 2025, in an advertised public hearing, the Planning Commission voted 6:1 to **recommend APPROVAL of LDCT-2025-19.**

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: *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.*

NOTE: Approval of this request is only for Level 4 Review and only for those development decisions within the Board of County Commissioners purview. A Level 2 Review (engineered plans) will be required for all site development and shall implement the standard conditions listed in Section 303 of the Land Development Code and the development standards listed in Chapter 7 of the Land Development Code. Upon completion of the Level 2 Process, building permits will be required for all structures in accordance with Chapter 553 of the Florida Statutes.

Surrounding Land Use Designations and Current Land Use Activity

Table 1: Surrounding Uses

NW RL-1 Residential Development Lots of Record 1991	**N** RL-1 Residential Development Lots of Record 1991	**NE** RS Arieta Shores Plat 12/1/1977
W RL-1, RL-4 Residential Development Lots of Record 1991	**Subject Property** RL-1, RL-4 Vacant	**E** City of Auburndale FLU: Low Density Residential Zoning RS-1 Vacant 3.83± ac Tract B Future Development (2/7/19)
SW RL-1 Residential Development Lots of Record 1991	**S** RL-1 Residential Development Lots of Record 1991	**SE** RL-1 Vacant

Source: Site Visit and Polk County GIS Data Viewer

The site is located on the northwest quadrant of the intersection of Braddock Road and Berkley Road (SR 655), both 4-lane divided Urban Collector roads. Braddock Road was recently rebuilt and realigned from a 2-lane Local Road to a 4-lane divided Urban Collector Road and was completed in June of 2024. This project included a new interchange with SR 570 (Polk Parkway) approximately ½ mile west of the site and adjacent to the SunTrax facility on the north side of Braddock Road. Just west of the site on the south side of Braddock Road is the Auburndale Youth Baseball Complex. Approximately ½ mile south of the site on the west side of Berkley Road is Polk County's Lake Myrtle Sports Park. Many of the Future Land Use districts in the area are of a residential nature, approximately 1/3 of a mile to the west, within the city limits of Auburndale is the SunTrax facility, an automotive testing and research facility with significant lands for expansion available. It is noted that within the City of Auburndale there are two Convenience Center Land Use districts approximately 1/3 mile south of the subject site. The Convenience Center on the west side of Berkley Road is associated with the Lake Myrtle Sports Complex and is owned by Polk County. The Convenience Center on the east side of Berkley Road is located within currently developing residential development Summer Lake Estates, as residential homes.

Approximately 1/3 of a mile north of the site at the southeastern corner of Berkley Road (SR 655) and Gapway Road, the City of Auburndale has designated the property as Village Center (VC). This center is located within the city's Future Land Use district of Lakes District Mixed Use and a Zoning of Village Center. Chapter 15 of the City of Auburndale's Land Development Regulations, Section 15.202 – Village Center (VC) Guidelines and Standards provide that they are intended to be developed as important destinations for multiple Residential Neighborhoods. The housing within the Village Center is described as Medium Intensity housing within the VC surrounding the commercial area. The development is to be of Urban Design Character. They are to have a central feature or gathering place that shall include a comfortable, centrally located park or plaza with public amenities. The policy provides for a Mix of Uses which include, Grocery, Retail and Services, Restaurants, Professional Offices, Residential, Civic, Park/Plaza, Institutional/ Schools. Other proposed uses may be permitted through the planned development process, and exclude Gas Stations, Car Washes and Drive-Thru's.

The Comprehensive Plan Policy 2.110-D3: Location Criteria for Neighborhood Activity Center (NAC) provides for separation criteria for Activity Centers. The polity states that there shall be traveling distances, on public roads between the center of a Neighborhood Activity Center (NAC) and other Activity centers providing for the same neighborhood shopping needs. As described above, the City of Auburndale's Village Center, is a Zoning category and not a Land Use and having different characteristics form the Neighborhood Activity Center (NAC). The City of Auburndale's Village Center zoning's emphasis is on higher density residential being integrated, as well as urban design characteristics and gathering place design. While there is some overlap of mix of uses, the Village Center excludes automotive uses including gas stations and restaurants with drive-thru's. The Village Center Urban (vs suburban) design standards also differentiates the shopping and use of the center from that of the Neighborhood Activity Center (NAC). The subject site meets the population support criteria of 5,000 people within a 1½-mile radius as well as the 10,000 people within a 2-mile radius (based on a 12.4 square mile area) compensating for undevelopable areas (water and state park), Exhibit 9.

Berkley Road (SR 559) was formerly CR559 and in approximately 2010 the road was rebuilt and upgraded from a 2-lane Urban Collector road to a 4-lane divided Urban Collector road and corresponds to the development of the Lake Myrtle Sports Complex. SunTrax Auburndale began construction in 2017 with a Grand Opening of the full facility in 2023. In October 2025 Governor Ron DeSantis announced that construction for a new advanced air mobility (AAM) vertiport was underway at the SunTrax facility, creating the nation's first-ever AAM aerial test bed and dedicated airspace.

It is noted that the subject site is located within the area covered by the Joint Planning Area Interlocal Agreement with the City of Auburndale, dated October 7, 2009. Within this Agreement are Exhibit Maps B through F to be used as a "guide" for consideration of Future Comprehensive Plan Amendments within the boundary of the JPA. Map Exhibit E indicates the area considered as Commercial Area "CA". This "area" is located at the intersection of Berkley Road and Denton Avenue. The proposed Commercial Area is developed with a gas station constructed in 1988 and a Dollar General constructed in 2015. Significant growth, residential, recreational as well as a significant testing facility. Residential and recreational uses utilize commercial supporting uses like those allowed within the Future Land Use Designation of Neighborhood Activity Center (NAC). The LDC Text amendment limits a number of uses allowed in other NAC districts for increased compatibility as well as providing increased development standards, setbacks and buffering from adjacent residential districts. With consideration to the sites location, at the intersection of two (2) 4-lane divided Urban Collector roads, one approximately ½ mile from a new interchange with the Polk Parkway (SR 570) provides for a logical addition location for a non-residential commercial support Land Use.

Compatibility with the Surrounding Land Use:
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 adopted definition for compatibility states it is "a condition in which land

uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

The subject site is located within the Urban Growth Area (UGA) which is an area where the availability of infrastructure and other community facilities and services, promotes and supports the location of higher density and intensity development. This development includes improving access to employment areas, schools, shopping and recreational facilities, while reducing costs of providing infrastructure and public services. As described previously this area represents a location that, especially since the opening of SR570 the Polk Parkway in 1999, has experienced the growth described in an Urban Growth Area. The limitations proposed by the applicant in the LDCPAS-2025-2025 Comprehensive Plan Text and Map Amendment and LDCT-2025-19 Land Development Code Text Amendment provides enhanced development standards and limitations to the standard list of allowable uses within a Neighborhood Activity Center (NAC) providing for enhanced compatibility beyond the current compatibility proved for by the Land Development Code.

In summary, the subject site is located within the Urban Growth Area (UGA) and Auburndale Joint Planning Area (JPA), at the intersection for two (2) Urban Collector roads with full public services. The proposed NAC will provide needed non-residential support to an area with land uses that vary from residential to recreational to employment center. The request is considered to be compatible and consistent with the surrounding area.

Nearest Elementary, Middle, and High School:
The schools zoned for the subject property, as shown in Table 2, include Lena Vista Elementary, JL Stambaugh Middle School, and Tenoroc Senior High. The requested Neighborhood Activity Center (NAC) is intended for non-residential development and is not intended for residential development. Residential development within the NAC would require a Level 3 Planning Commission approval for multi-family development.

Table 2 School Information

Name of School	Annual Estimated Demand	% Capacity 2024-2025 School Year	Average driving distance from subject site
Lena Vista Elementary	**0 students**	**79%**	**4.0± miles**
JL Stambaugh Middle School	**0 students**	**85%**	**4.5± miles**
Tenoroc Senior High	**0 students**	**62%**	**4.9± miles**

Source: Polk County School Board

Nearest Sheriff, Fire, and EMS Station:
The nearest Sheriff District office is located approximately 7.3 miles from the subject site. Response times vary depending on where the nearest sheriff's deputy patrol car is located rather than the district office. The nearest EMS station is approximately 5.6 miles and Fire station is approximately 4.0 miles EMS station is approximately 2.9 miles from the subject site.

Table 3: Public Safety

	Name of Station	Distance/Response Time*
Sheriff	**Central District Command** (3635 Avenue G N.W., Winter Haven)	Priority 1 – 8:11 min Priority 2 – 22:25 min
EMS	**Polk County Fire Rescue Station 7** 200 Commonwealth Ave N SW, Polk City	5.6 ± miles / 10-12 min
Fire	**Auburndale Fire Dept,** 100 Ariana Ave, Auburndale	4.0 ± miles / 10-12 min

*Source: Polk County Sheriff's Office and Public Safety. Response times for October 2025. *Response times are based from when the station receives the call, not from when the call is made to 911.*

Water and Sewer Capacity and Service Provider:
Table 4 below details the estimated impact to potable water and wastewater services based upon the buildout for the proposed FLU on the subject site. The subject property is within the City of Auburndale Service area for water and wastewater.

A. Available Capacity:
Table 4: Estimated Water and Sewer Impact Analysis

Permitted Density / Intensity	Maximum Permitted in Existing Land Use RL	Maximum Permitted in Proposed NAC
7.95± acres RL	7.95± acres RL X 7du = 55 du	7.95± acres (346,302 sf) X 0.70 FAR = 242,411 sf
Potable Water Consumption	55 du X 360 gpd = **19,800 GPD**	242,411 sf X 0.15 = **36,362 GPD**
Wastewater Generation	55 du X 270 gpd = **14,850 GPD**	36,362 GPD X 80% = **29,090 GPD**

B. Service Provider:
The subject site is serviced by the City of Auburndale for water and wastewater. There are two (2) potable water mains in close proximity to the subject. East of the property across Berkley Rd. is an 8-inch potable water main and approximately 900 feet west of the site is a 12-inch potable water main. There is a 24-inch gravity sanitary sewer main and a 16-inch force sewer main approximately 600 feet west of the site. In the same area is a 16 inch reclaim water main.

East of the property across Berkley Road. is an 8-inch potable water main. To the far West of the map is a 12-inch potable water main, 24-inch gravity sanitary sewer main, 16-inch reclaim water main, and a 16-inch force main.

C. Available Capacity:
The City of Auburndale reports that there are no capacity issues for potable water. Also reported was that they have halted taking new flows to the sanitary system in this area until sewer improvement projects have been completed. The most significant being the Southern force main re-route. This project consists of two phases, with phase one set to begin Nov. 1, 2025. Upon that date, the contractor has a timeline of 180 days for substantial completion and 210 days for final. They are currently working on easement acquisitions for phase II and have not awarded to any contractor to date. Capacity availability will be needed at the time of a Level 2 Review.

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 proposed Future Land Use designation change to NAC, at maximum density, will generate more than the current combination of the RL land use.

Table 5: Estimated Transportation Impact Analysis

Permitted Density / Intensity	Maximum Permitted in Existing Land Use RL	Maximum Permitted in Proposed NAC
7.95± acres RL	7.95± acres RL X 7du = 55 du	7.95± acres (346,302 sf) X 0.70 FAR = 242,411 sf
Average Annual Daily Trips (AADT)	55 du X 7.81 AADT = **430 Trips**	242 X 59.07 AADT X 76% **10,865 Trips**
PM Peak Hour Trips	55 du X 1.00 AADT = **55 Trips**	242 X 8.79 AADT X 76% =**1,617 Trips**

Source: Concurrency Manual: Single-family @ 7.81 AADT per du and 1.00 AADT PM Peak Hour, NAC @ Supermarket 59.07 AADT per 1,000 sf, 8.79 AADT per 1,000 sf PM Peak Hour,

B. Available Capacity:
Table 6, following this paragraph, displays the available capacity for Berkley Road (SR655) and Braddock Road. Braddock Road has not been revaluated for Capacity and LOS after completion of a rebuild and realignment completed in June of 2024. When the reevaluation is completed it is anticipated that the roads will have capacity for maximum buildout.

Table 6: Roadway Link Concurrency

Link #	Road Name	Lane Type*	Current LOS	Available Peak Hour Capacity	Minimum LOS Standard	Project 5 Year LOS
8119E 8119W	Berkley Rd (SR 655) Old Dixie Hwy (CR 546) to Pace Rd.	4D UC	C	1,134 1,107	D	C
8450N 8450S	Braddock Rd SR 570 (Polk Pkwy) to Berkley Rd (SR 655)	2U* UC	C	675 672	D	C

*Source: Polk County Transportation Planning Organization, 2025 Roadway Network Database January 2025. *4D means four-lane divided, , 2U means two lane undivided, UC means Urban Collector (Braddock is currently a 4D see description below)*

C. Roadway Conditions:
Berkley Road (SR 559) was transferred from a County (CR559) to a State (SR559) road in October 2019. As the general area has grown. Berkley Road has also experienced considerable growth. Utilizing FDOT's Florida Traffic Online Data Viewer, the estimated AADT for this segment of Berkley Road is 13,000 trips indicating an increase of 30% over the 2020 AADT estimate of 10,000 trips. Berkley Road is a 4-lane divided Urban Collector Road. Braddock Road was rebuilt and realigned from a 2-lane Local Road to a 4-lane divided Urban Collector Road and was completed in June of 2024. As part of the reconstruction of Braddock Road a new interchange was created with SR 570 (Polk Parkway), providing improved access to the SunTrax facility on the north side of Braddock Road. Braddock Road is currently being reviewed for Available Peak Hour Capacity as well as Level's of Service. Table 6: Roadway Link Concurrency shows the most current data for Braddock Road, improvements in LOS as well as Capacity are anticipated with the recent rebuild and realignment.

D. Sidewalk Network:
Currently there are sidewalks along the north and south side of the entirety of Braddock Road from the Polk Parkway (SR 570) to Berkley Road and the east and west sides of Berkley Road (SR 655).

E. Planned Improvements:
There are no road improvements currently planned for this area.

F. Mass Transit:
Citrus Connection runs the Route 50 – Auburndale from US 92 north/south along Berkley Road to Old Dixie Highway turning east toward Lake Ariana and downtown Auburndale. Old Dixie Highway is approximately two (2) miles south of the site.

Environmental Conditions:
Any impact to surface water, wetlands, and storm water management will be in accordance with the requirements of the Comprehensive Plan and Land Development Code.

A. Surface Water:
There are no wetlands on the subject site. The area is relatively flat with the highest points located primarily along the southern border at an elevation of approximately 159 feet, with the lowest parts of the property located near the center and northern area of the property with an elevation of approximately 157 feet.

B. Wetlands/Floodplains:
According to the Polk County Data Viewer the subject site does not indicate any flood zones or wetlands.

C. On-Site Soils:
The subject site is comprised of two (2) different soil types: Tavares fine sand, 0 to 5 percent slopes, and Smyrna and Zolfo fine sans, 0 to 2 percent slopes. Future development of the site will be subject to Section 2.303: "Soils" of the County's Comprehensive Plan (in conjunction with the Land Development Code) which requires all development to implement Best Management Practices based on the Department of Environmental Protection's (DEP) Florida Development Manual. The reported soils are based on the United States Department of Agriculture (USDA) Soils Survey.

Table 7

SOIL NAME	SMALL COMMERCIAL BUILDINGS	SEPTIC TANK ABSORPTION FIELDS	PERCENTAGE OF SITE
Tavares fine sand, 0 to 5 percent slopes	Slight	Moderate	96+/-%
Zolfo fine sans, 0 to 2 percent slopes	Moderate	Severe	4+/-%
Source: Soil Survey of Polk County Florida 1990			

D. Wells (Public/Private):
The applicant did not indicate any wells located on the property. The subject property is not within a Wellfield Protection District. The closest Wellfield Protection Districts is approximately 1.5 miles southeast of the site.

E. Protected Species
According to Polk County Protected Species Observation Map and the Florida Fish & Wildlife Conservation Commission (2015), the subject site is located within a one-mile radius of endangered animals. The applicant will submit a biological walk-over as part of the Level-2 review process.

F: Polk Green Districts and Conservation Easements:

The site is located within the Potential Network Connections area of the Polk Green District Comprehensive Plan Map Series. Approximately 2.8 miles east of the site, on the south side of Lake Van is a 79+ acre Conservation Easement recorded in the Plat of Watercrest Estates, Plat Book 169, Page.

G. Archeological Resources
There are no known historical or archeological resources onsite according to the Secretary of the State's Department of Historical Resources Florida Master File.

H. Airports:
The subject site is not located within an Airport Impact District (AID) and Airport Height Notification Zone.

Park Facilities:
The nearest parks are the Auburndale Youth Baseball Complex at Lake Myrtle Park and the Polk County Lake Myrtle Sports Park. The Auburndale TECO Trail is also located west of the site. The closest environmental site is the Tenoroc Fish Management Area and Tenoroc Public Use Area.

A. Location:
Auburndale Youth Baseball Complex at Lake Myrtle Park is located at 876 Braddock Road, Auburndale, approximately 1/4 mile west of the site. Lake Myrtle Sports Park is located at 2701 Lake Myrtle Park Drive, Auburndale, approximately 1/2 mile south of the site.

B. Services:
The park's current hours of operation are from 5 a.m. to 10 p.m. and offers Walking trails, baseball fields and leagues, softball fields, picnic shelters, and pavilions.

C. Multiuse Trails:
The closest free hiking trail is the Auburndale TECO Trail, located approximately 1,000 feet west of the site, crossing Braddock Road.

D. Environmental Lands:
The Tenoroc Fish Management Area and Tenoroc Public Use Area are located on the west side of SR 570 (Polk Parkway) south of Lakeland and is comprised of over 8,000 acres of natural Florida lands and wetland with walking trails, cycling, picnic areas, restrooms, wildlife viewing, and a full range of outdoor activities.

E. Planned Improvements:
There are no further recreation improvements scheduled for this area of Polk County at this time.

Consistency with the Comprehensive
The following policies in Table 8 have been included as being the most relevant policies to the proposed request. The policy is first stated and then an analysis of how the request may or may not be consistent with the County's Comprehensive Plan is provided.

Table 8 Comprehensive Plan Policy

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 existing uses surrounding the site are primarily single family detached. The proposed NAC provides for enhanced buffering and development standard limitations. Approval of the amendment will provide for needed non-residential support needed for this area.
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 request is at the intersection of two (2) 4-lane divided Urban Collector roads in an area with public water and sewer available. Therefore, the request is consistent with the policy.
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.	The request is for NAC where all forms of infrastructure are available for commercial development on the subject site. Therefore, the timing of development of the subject site is consistent with the Comprehensive Plan's growth management strategy.
Policy 2.102-A10: Location Criteria - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable);e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1.	

Comprehensive Plan Policy	Consistency Analysis
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 2.110-D1: CHARACTERISTICS - Neighborhood Activity Centers are intended to accommodate the shopping needs of residents living within the immediate surrounding neighborhood(s). General (approximate) characteristics of Neighborhood Activity Centers are: Usable Area: Over 5 acres to 20 acres Gross Leasable Area (GLA): 20,000 to 150,000 square feet Minimum Population Support: 5,000 to 10,000 people Market-Area Radius: 1½ miles Typical Leading Tenant: Supermarket Other Typical Leading Tenants: Drug Store, Restaurant, Bakery, Office, Convenience Store	The request meets the Characteristics oof a NAC and is consistent with this policy as stated.
POLICY 2.110-D3: LOCATION CRITERIA - Neighborhood Activity Centers shall be located at the intersections of arterial and/or collector roads. There shall be the following traveling distances, on public roads, between the center of a Neighborhood Activity Center and the center of any other Neighborhood Activity Center, or other higher-level Activity Center, Linear Commercial Corridor, or Commercial Enclave providing for the same neighborhood-shopping needs: a. Two (2) miles within the TSDA and UGA. b. Four (4) miles within the SDA and UEA. This required separation may be reduced if: a. The higher-level Activity Center, Linear Commercial Corridor or Commercial Enclave within the required distance separation is over 80% developed; or b. The proposed Neighborhood Activity Center market-area radius, minimum population support is over 10,000 people.	The request is consistent with this policy as the subject site has access to a County maintained road, meets the distance requirements for the UGA. Within the City of Auburndale there are two Convenience Center Land Use districts approximately 1/3 mile south of the subject site. The Convenience Center on the west side of Berkley Road is associated with the Lake Myrtle Sports Complex and is owned by Polk County. The Convenience Center on the east side of Berkley Road is located within currently developing residential development Summer Lake Estates, as residential homes Approximately 1/3 of a mile north of the site at the southeastern corner of Berkley Road (SR 655) and Gapway Road, the City of Auburndale has designated the property as Village Center (VC). The Village Center, is a Zoning category and not a Land Use and having different characteristics form the Neighborhood Activity Center (NAC).

Urban Sprawl Analysis

Polk County's Comprehensive Plan *Policy 2.102-A10* establishes review criteria intended to discourage the proliferation of urban sprawl. Specific characteristics of urban sprawl have been examined throughout this staff report and are summarized in Table 7 (below). Based on the findings of fact and analysis conducted, the proposed request does not meet the criteria to be considered as urban sprawl.

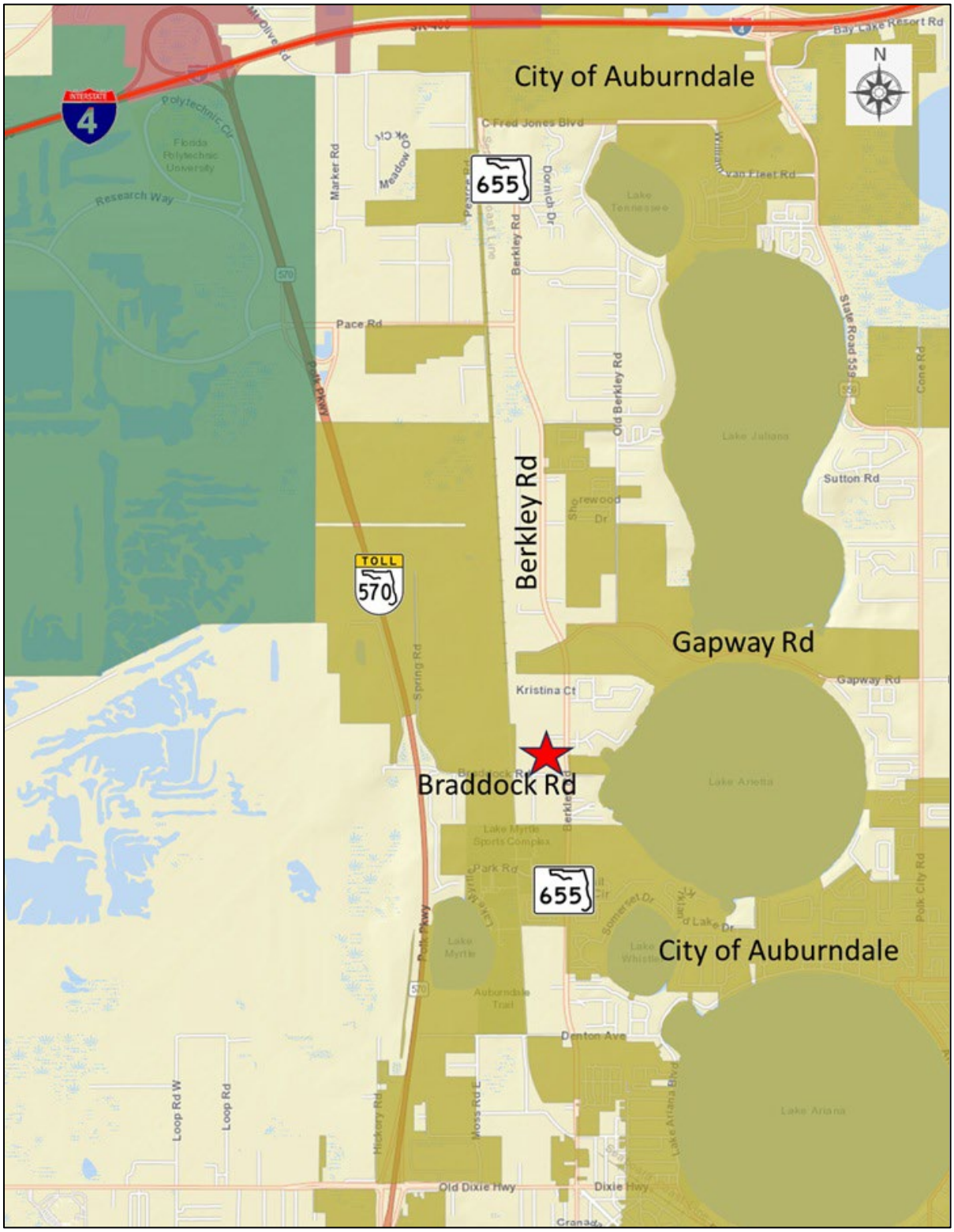
Table 7: Urban Sprawl Criteria

Rule 9J-5 Urban Sprawl Criteria	Page(s) within report
a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Surrounding Land Uses Section
b. *Allows a significant amount of urban development to occur in rural areas.*	Surrounding Land Uses Section
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Surrounding Land Uses Section
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Environmental Conditions
e. *Fails to adequately protect adjacent agricultural areas.*	Surrounding Land Uses Section
f. *Fails to maximize existing public facilities and services.*	Schools, Public Facilities and Water/Sewer Sections
g. *Fails to minimize the need for future facilities and services.*	Schools, Public Facilities and Water/Sewer Sections
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Surrounding Land Uses Section
i. *Fails to provide a clear separation between urban and rural uses.*	Surrounding Land Uses Section
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Surrounding Land Uses Section
k. *Fails to encourage an attractive and functional mixture of land uses.*	Surrounding Land Uses Section
l. *Will result in poor accessibility among linked or related land uses.*	Surrounding Land Uses Section
m. *Results in the loss of a significant amount of open space.*	Surrounding Land Uses and Environmental Conditions Sections
Source: The following criteria are the primary indicators of urban sprawl per Rule 9J-5 of the Florida Administrative Code.	

Comments from Other Agencies: See City of Auburndale's letter under separate attachment.

Attachments:

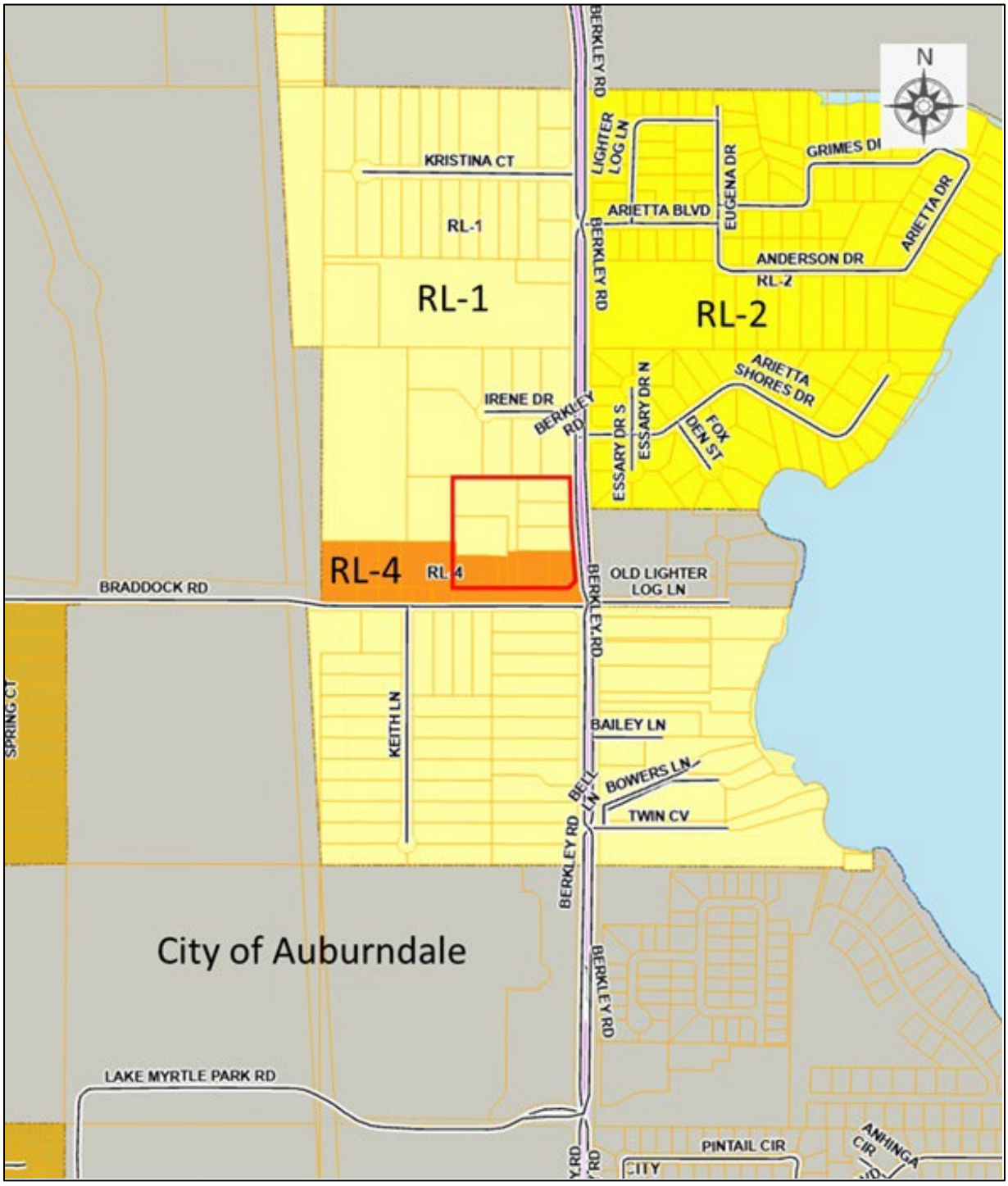
Exhibit 1 – Location Map
Exhibit 2 – Aerial Context Map
Exhibit 3 – 2023 Aerial Map
Exhibit 4 – Current Future Land Use Map
Exhibit 5 – Proposed Future Land Use Map
Exhibit 6 – Auburndale Future Land Use Map
Exhibit 7 – Current Permitted and Conditional Uses
Exhibit 8 – Proposed Permitted and Conditional Uses
Exhibit 9 – Applicant Population Support
Exhibit 10 – Proposed Activity Center Plan



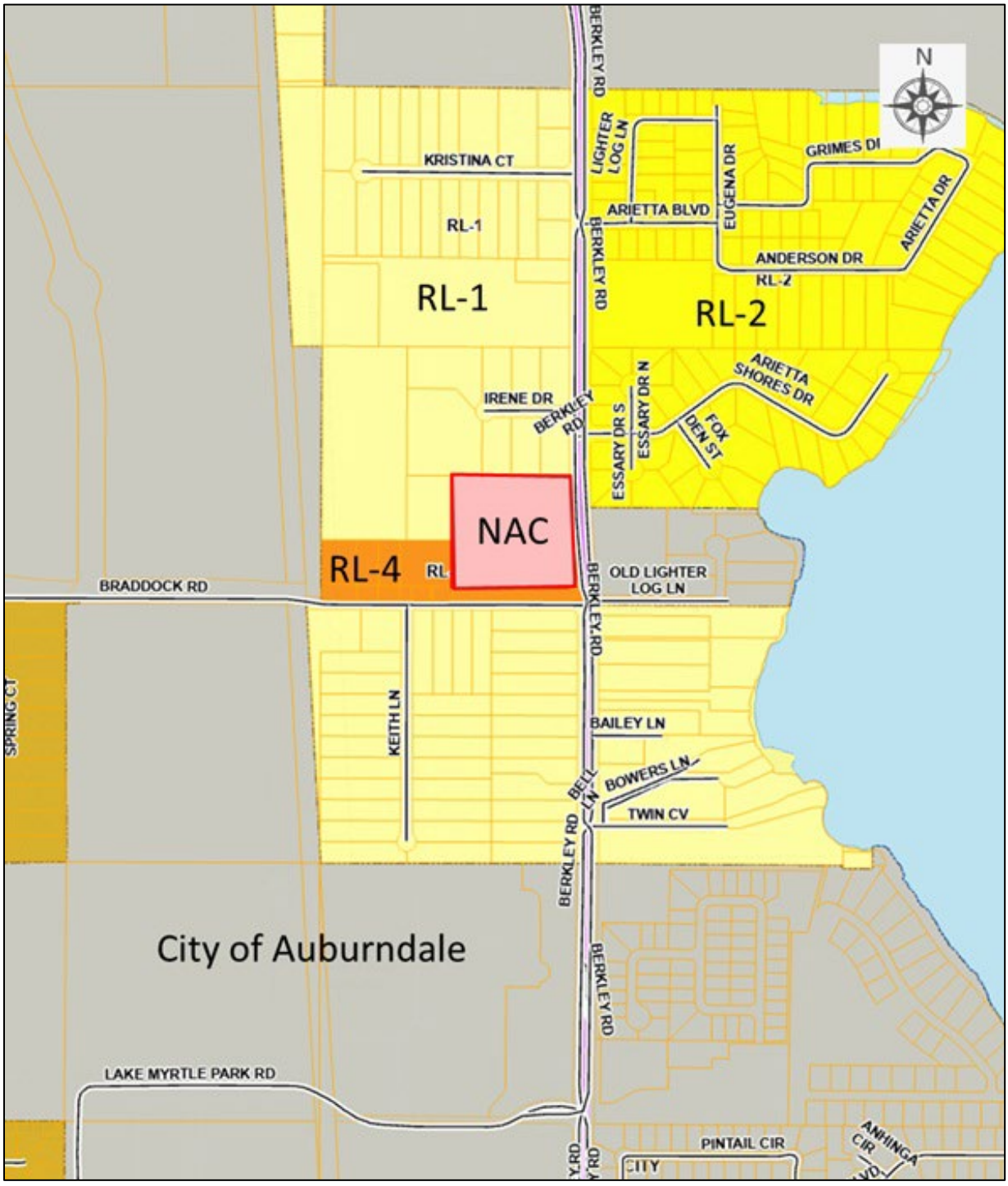
LOCATION MAP

AERIAL CONTEXT MAP

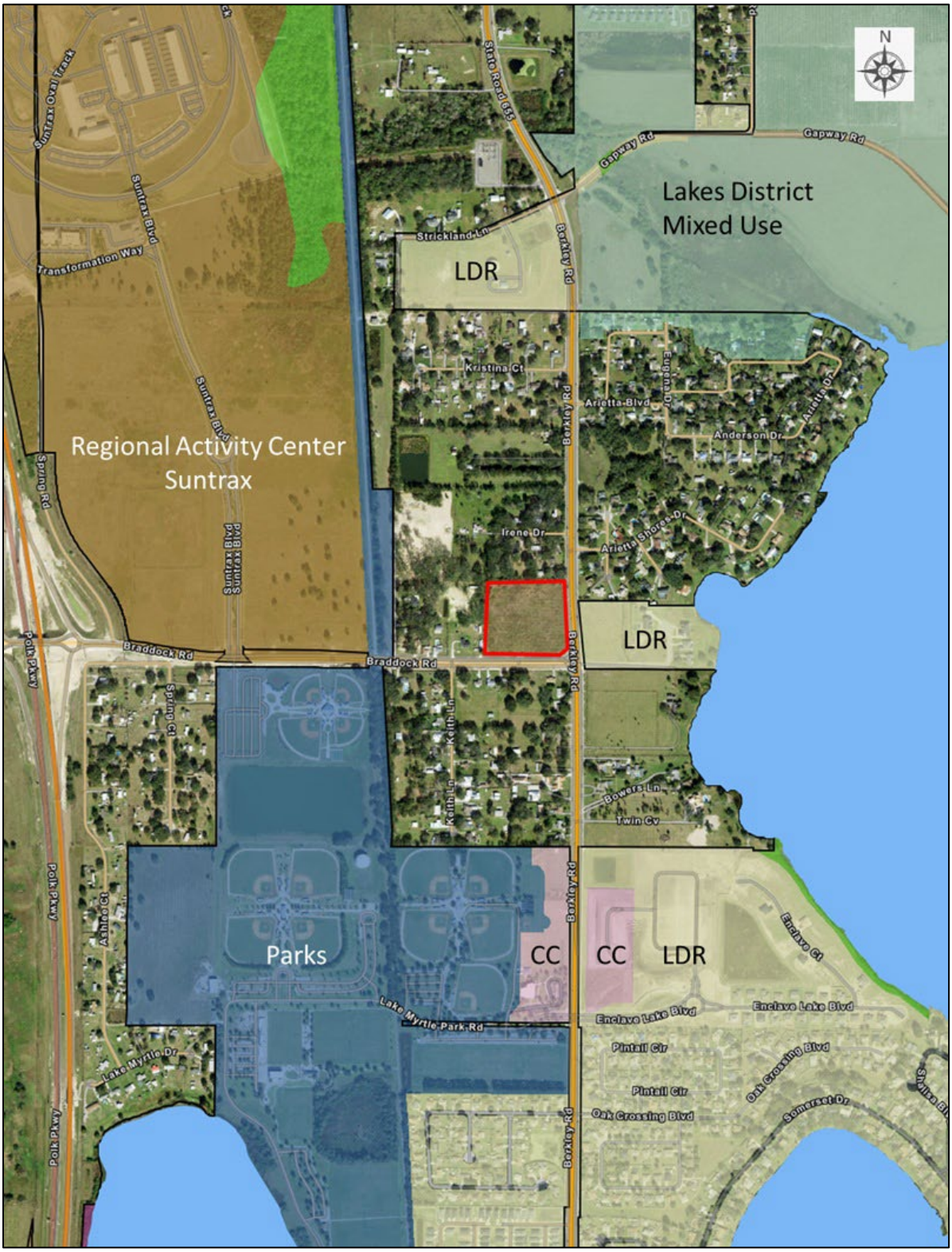
2025 GOOGLE EARTH AERIAL MAP



CURRENT FUTURE LAND USE
RESIDENTIAL LOW-1 & -4 (RL-1, -4)



PROPOSED FUTURE LAND USE
NEIGHBORHOOD ACTIVITY CENTER (NAC)



AUBURNDALE FUTURE LAND USE

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-1 (RL-1)

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
RL-4	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, School- University/College, Utilities- Class III, Mobile Home Park, Mobile Home Subdivision

RESIDENTIAL LOW-4 (RL-4)

CURRENT PERMITTED AND CONDITIONAL USES

Block A

Neighborhood Activity Center (NAC)			
Technical Staff Review -Level 1& 2		**Public Hearing (s) Required-Level 3 & 4**	
All Other Uses:	~~Alcohol Package Sales, C1~~ Car Wash, Incidental, C2 Childcare Center, P Clinics & Medical Offices, C2 Community Center, C2 Cultural Facility, C2 Farming General, P Financial Institution, P Financial Institution, Drive Through, C2 Gas Station, P Government Facility, P ~~Marina and Related Facilities, C1~~ ~~Medical Marijuana Dispensaries, C2~~ Nurseries, Retail, P ~~Nurseries and Greenhouses, P~~ Office, C2 Personal Service, C2 Recreation Passive, C1 Recreation & Amusement General, C2 Religious Institution, C2 Restaurant, drive-thru/Drive-in, C2 Restaurant, sit-down/Take-out, P Retail, 10,0000-34,999 sq. ft., P Retail, 35,000-64,000 sq. ft., P Retail. Less than 10,000 sq. ft., P Schools, Leisure/Special Interest, C2 Self-storage Facility, C2 Transit Facility, P Utilities Class I, P Utilities Class II, P ~~Utilities Class III, C3~~ ~~Vehicle Service, Mechanical, P~~ Veterinary Service, P	**Residential Uses:**	Multi-family, C3
		Mixed Uses:	Planned Development, C3 Transitional Area Development, C3
		All Other Uses:	Bars, Lounges, and Taverns, C3 ~~Cemetery, C3~~ ~~Helistops, C3~~ ~~Mining, Non-phosphate, C3~~ Retail, More than 65,000 sq. ft., C3 School, Technical/Vocational/ Trade & Training, C3 School, University/College, C3 ~~Water Ski Schools, C3~~

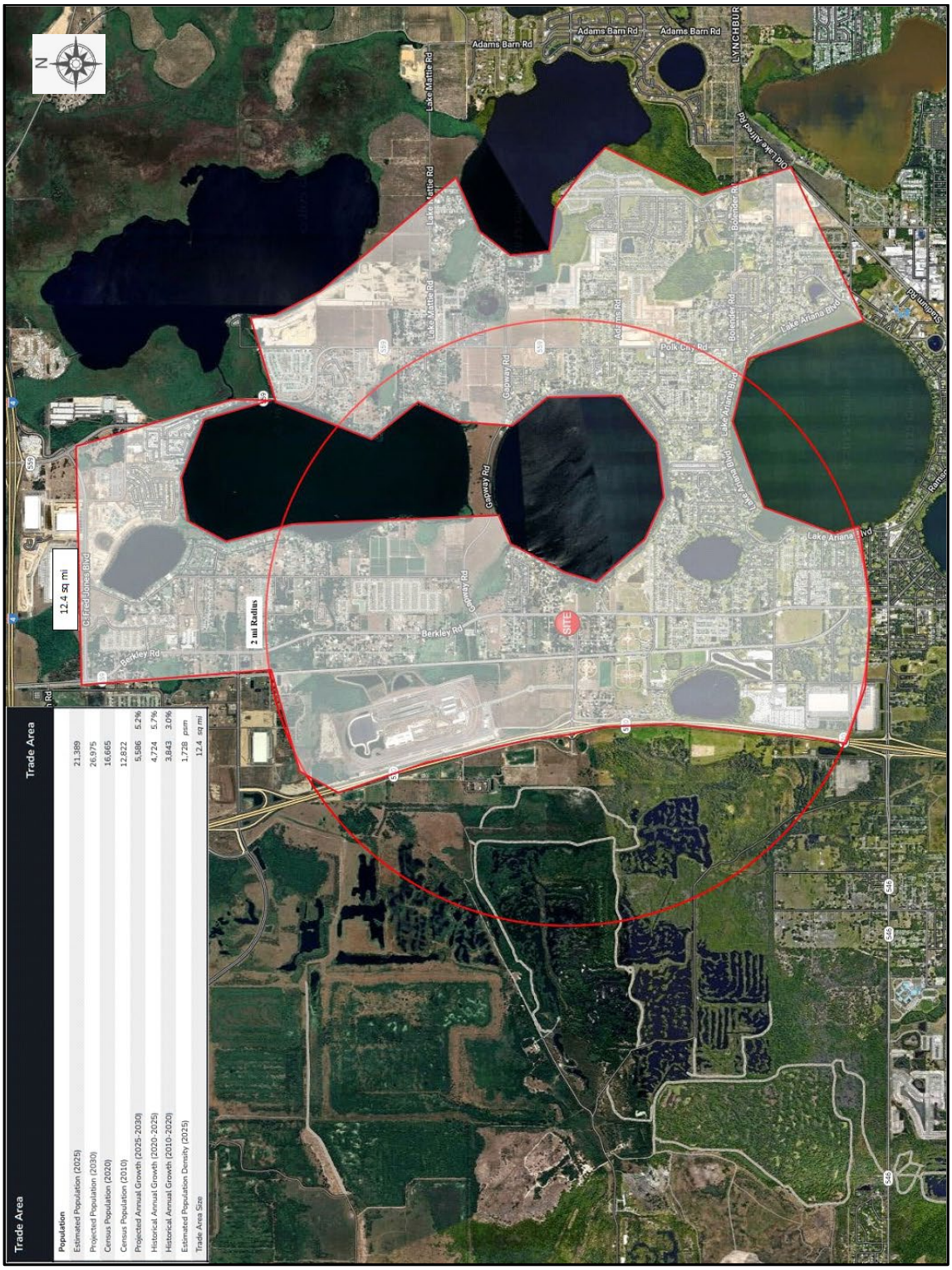
Block B

Neighborhood Activity Center (NAC)			
Technical Staff Review -Level 1& 2		**Public Hearing (s) Required-Level 3 & 4**	
All Other Uses:	~~Alcohol Package Sales, C1~~ ~~Car Wash, Incidental, C2~~ Childcare Center, P Clinics & Medical Offices, C2 Community Center, C2 Cultural Facility, C2 Farming General, P Financial Institution, P Financial Institution, Drive Through, C2 ~~Gas Station, P~~ Government Facility, P ~~Marina and Related Facilities, C1~~ ~~Medical Marijuana Dispensaries, C2~~ Nurseries, Retail, P ~~Nurseries and Greenhouses, P~~ Office, C2 Personal Service, C2 Recreation Passive, C1 ~~Recreation & Amusement General, C2~~ Religious Institution, C2 Restaurant, drive-thru/Drive-in, C2 Restaurant, sit-down/Take-out, P Retail, 10,0000-34,999 sq. ft., P ~~Retail, 35,000-64,000 sq. ft., P~~ Retail. Less than 10,000 sq. ft., P Schools, Leisure/Special Interest, C2 Self-storage Facility, C2 Transit Facility, P Utilities Class I, P Utilities Class II, P ~~Utilities Class III, C3~~ ~~Vehicle Service, Mechanical, P~~ Veterinary Service, P	**Residential Uses:**	Multi-family, C3
		Mixed Uses:	Planned Development, C3 Transitional Area Development, C3
		All Other Uses:	Bars, Lounges, and Taverns, C3 ~~Cemetery, C3~~ ~~Helistops, C3~~ ~~Mining, Non-phosphate, C3~~ ~~Retail, More than 65,000 sq. ft., C3~~ ~~School, Technical/Vocational/ Trade & Training, C3~~ School, University/College, C3 ~~Water Ski Schools, C3~~

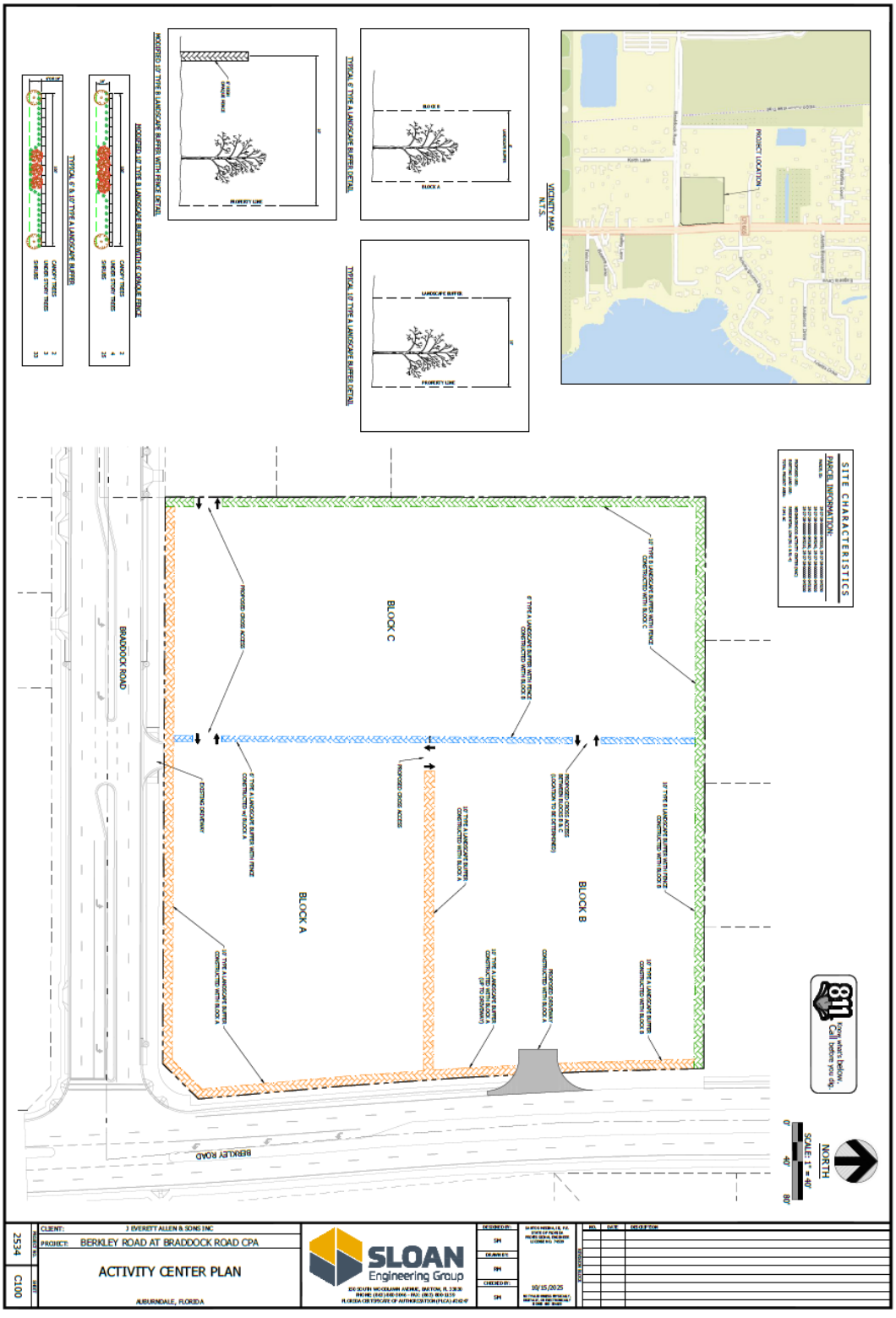
Block C

Neighborhood Activity Center (NAC)			
Technical Staff Review -Level 1& 2		**Public Hearing (s) Required-Level 3 & 4**	
All Other Uses:	~~Alcohol Package Sales, C1~~ ~~Car Wash, Incidental, C2~~ Childcare Center, P Clinics & Medical Offices, C2 Community Center, C2 Cultural Facility, C2 Farming General, P Financial Institution, P Financial Institution, Drive Through, C2 ~~Alcohol Package Sales, C1~~ ~~Car Wash, Incidental, C2~~ Government Facility, P ~~Marina and Related Facilities, C1~~ ~~Medical Marijuana Dispensaries, C2~~ Nurseries, Retail, P ~~Nurseries and Greenhouses, P~~ Office, C2 Personal Service, C2 Recreation Passive, C1 ~~Recreation & Amusement General, C2~~ Religious Institution, C2 ~~Restaurant, drive-thru/Drive-in, C2~~ Restaurant, sit-down/Take-out, P Retail, 10,0000-34,999 sq. ft., P ~~Retail, 35,000-64,000 sq. ft., P~~ Retail. Less than 10,000 sq. ft., P Schools, Leisure/Special Interest, C2 Self-storage Facility, C2 Transit Facility, P Utilities Class I, P Utilities Class II, P ~~Utilities Class III, C3~~ ~~Vehicle Service, Mechanical, P~~ Veterinary Service, P	**Residential Uses:**	Multi-family, C3
		Mixed Uses:	Planned Development, C3 Transitional Area Development, C3
		All Other Uses:	Bars, Lounges, and Taverns, C3 ~~Cemetery, C3~~ ~~Helistops, C3~~ ~~Mining, Non-phosphate, C3~~ ~~Retail, More than 65,000 sq. ft., C3~~ ~~School, Technical/Vocational/ Trade & Training, C3~~ School, University/College, C3 ~~Water Ski Schools, C3~~

PROPOSED
PERMITTED AND CONDITIONAL USES
NEIGHBORHOOD ACTIVITY CENTER (NAC)



APPLICANT
POPULATION SUPPORT



PROPOSED
ACTIVITY CENTER PLAN

ORDINANCE NO. 25 -____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF **LDCPAS-2025-17**, AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN, ORDINANCE 92-36, AS AMENDED, TO CHANGE THE FUTURE LAND USE DESIGNATION ON A TOTAL OF 7.95± ACRES, FROM RESIDENTIAL LOW (RL) TO NEIGHBORHOOD ACTIVITY CENTER (NAC) AND A TEXT AMENDMENT TO APPENDIX 2.135 PARCEL SPECIFIC FUTURE LAND USE MAP AMENDMENTS WITH CONDITIONS TO REFERENCE THAT THE PARCEL SUBJECT TO THIS CASE HAD DEVELOPMENT CONDITIONS IN APPENDIX E OF THE LAND DEVELOPMENT CODE (LDCT-2025-19). THE SUBJECT PROPERTY IS LOCATED EAST OF THE POLK PARKWAY (SR 570), NORTH SIDE OF BRADDOCK ROAD, WEST SIDE OF BERKLEY ROAD (SR 655), SOUTH OF GAPWAY ROAD AND ADJACENT TO THE CITY OF AUBURNDALE TO THE EAST, WITH AUBURNDALE IN CLOSE PROXIMITY TO THE NORTH, WEST AND SOUTH IN SECTION 28, TOWNSHIP 27, RANGE 25; 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, Application LDCPAS-2025-17 is an applicant-initiated application to change the future land designation of 7.95± acres from Residential Low (RL) in the Urban Growth Area (UGA), to Neighborhood Activity Center (NAC) in the Urban Growth Area (UGA) (the "Amendment"); and to add a new sub section to Section 2.135 (the "Amendment"); 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 Amendment on November 5, 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 December 16, 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 1: LEGISLATIVE FINDINGS OF FACT

The findings of fact set forth in the recitals to this Ordinance are true and correct and hereby adopted.

SECTION 2: COMPREHENSIVE PLAN MAP 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 7.95± acres from Residential Low (RL) to Neighborhood Activity Center (NAC) in the Urban Growth Area (UGA) on the parcels listed below and graphically depicted on the parcel map in Attachment "A".

Parcels included:

Tract 1 (252728-000000-043020)
The north 125.00 feet of the East 360 feet of the SE ¼ of the NW ¼ of the SW ¼ of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less road right-of-way for S.R. 655 Containing 0.93 acres.

and

Tract 2 (252728-000000-043180)
The South 125.00 feet of the North 250.00 feet of the East 360.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less road right-of-way for S.R. 655. Containing 0.93 acres.

and

Tract 3: **(252728-000000-043190)**
The South 125.00 feet of the North 375.00 feet of the East 360.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27, South Range 25 East, Polk County, Florida. Less road right-of-way for S.R. 655. Containing 0.93 acres.

and

Tract 4: **(252728-000000-043200)**
The East 200.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the North 375.00 feet thereof, Less road right-of-way for S.R. 655 and Braddock Road. Containing 0.96 acres.

and

Tract 5: **(252728-000000-043210)**
The West 160.00 feet of the East 360.00 feet of the SE 1/4 of the NW 1/4 of the .SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the North 375.00 feet thereof, less road right-of-way for Braddock Road. Containing 0.94 acres.

and

Tract 6: **(252728-000000-043220)**
The SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the North 400.00 feet thereof and less the East 460.00 feet thereof, less road right-of-way for Braddock Road. Containing 1.1 acres.

and

Tract 7: **(252728-000000-043230)**
The South 200.00 feet of the North 400.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the East 410.00 feet thereof.
and
The West 50.00 feet of the East 460.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the North 400.00 feet thereof and less road right-of-way for Braddock Road. Containing 1.4 acres.

and

Tract 8: **(252728-000000-043240)**
The North 200.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the East 360.00 feet thereof:
and
The West 50.00 feet of the East 410.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the North 200.00 feet thereof and less road right-of-way for Braddock Road. Containing 1.87 acres.
Less and except

A parcel of land lying in the Northwest one-quarter (N.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of Section 28, Township 27 South, Range 25 East, less the road right of way for Braddock Road as recorded in Official Records Book 958, at Page 415, and Official Records Book 7565, at Page 109, of the Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at a 4 inch by 4 inch concrete monument (broken) with a 1/2 inch iron rod bent marking the Southwest corner of the Southwest one-quarter (S.W. 1/4) of Section 28; thence North 00°12'09" West, along the West line of said Southwest one-quarter (S.W. 1/4), a distance of 1,311.41 feet to the Southwest corner of the Northwest one-quarter (N.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of Section 28; thence North 89°59'56" East, along the South line of said Northwest one-quarter (N.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of Section 28, a distance of 665.49 feet to a railroad spike marking the Southeast corner of the Southwest one-quarter (S.E. 1/4) of the Northwest one-quarter (N.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of Section 28; thence North 00°01'11" West, along the West line of said Southeast one-quarter (S.E. 1/4) of the Northwest one-quarter (N.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of Section 28, a distance of 25.00 feet to the POINT OF BEGINNING, being on the existing Northerly right of way line of Braddock Road (also known as Spring Road) per Official Record Book 872, Page 339 of the Public Records of Polk County, Florida; thence North 00°01'11" West, continuing along said West line, a distance of 68.56 feet; thence departing said East line, run South 89º54'17" East, a distance of 593.84 feet; thence North 44°38'36" East, a distance of 52.50 feet to the existing West right of way line of State Road No. 655 (Berkley Road) as recorded in said Official Records Book 7565, at Page 109; thence South 05°01'43" East, along said existing West right of way line, a distance of 79.93 feet; thence South 42°35'00" West, along said existing West right of way line, a distance of 34.36 feet to its intersection with the existing North right of way line of said Braddock Road; thence South 89º59'56" West, along said existing North right of way line, a distance of 614.46 feet to the POINT OF BEGINNING. Containing 1.005 acres, more or less.

Containing 7.95 acres, more or less.

SECTION 3: COMPREHENSIVE PLAN TEXT AMENDMENT

The text of Ordinance No. 92-36, as amended (the "Polk County Comprehensive Plan"), is hereby amended by changing Appendix 2.135 as shown in Attachment "B" of this Ordinance.

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 be effective January 16, 2026 (31 days after adoption) unless the amendment is challenged. If challenged, the effective date of this ordinance shall be the date a

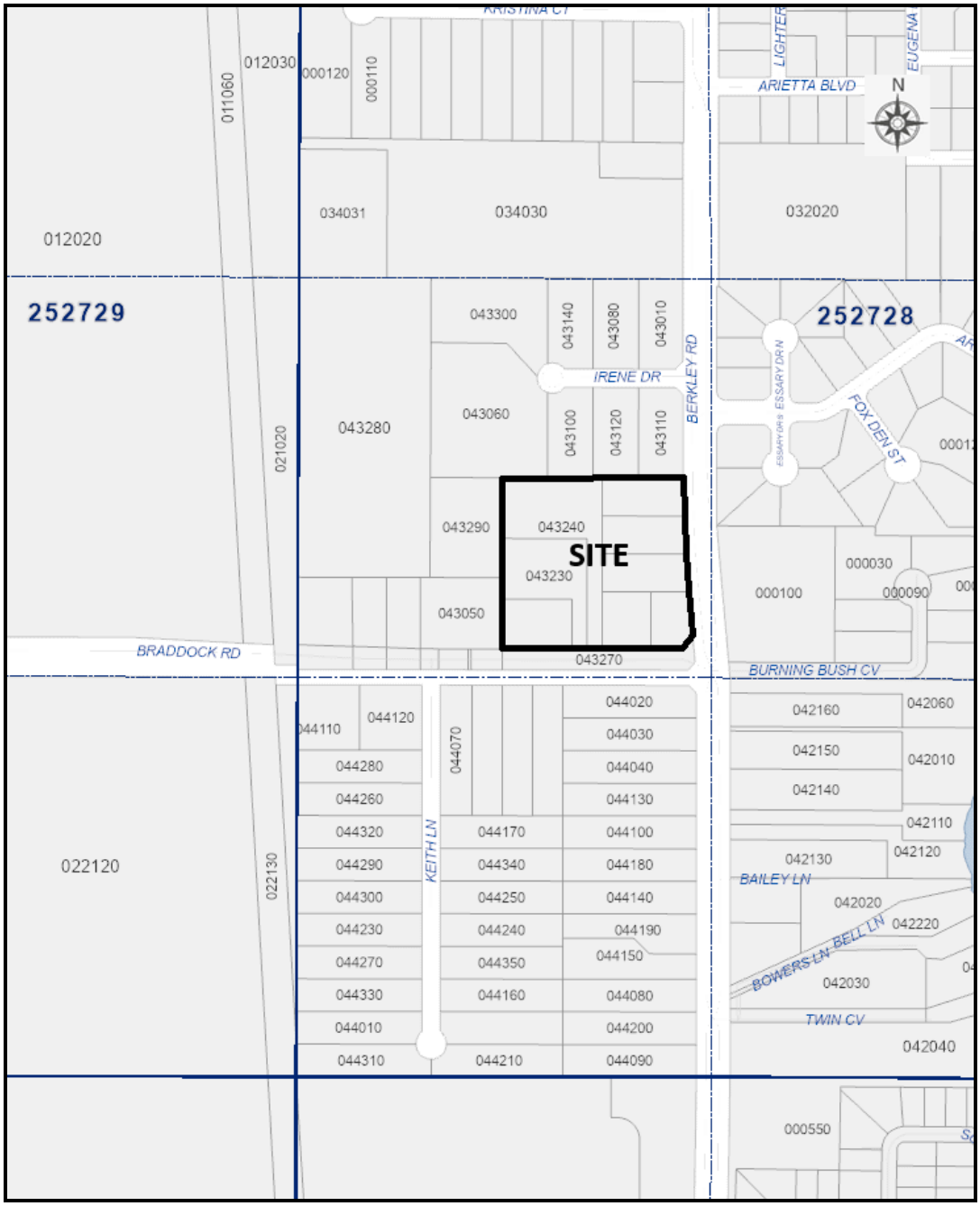
Final Order is issued by the Department of Economic Opportunity or Administration Commission finding the amendment in compliance in accordance with Section 163.3184 (1)(b), Florida Statutes. No development orders, development permits, or land uses dependent upon this amendment, as described on the attached 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 16st day of December, 2025.

LDCPAS-2025-17
Land Use: RL to NAC (7.95± acres)
Location: The site is located on the north side of Braddock Road, west side of Berkley Road., south of Gapway Road and adjacent to the city of Auburndale to the east.
Section-28 **Township-**27 **Range-**25



Parcel Detail
Note: Not to Scale

ATTACHMENT "B"

Section 2.135-V – Development Guidelines for Parcel numbers: 252728-000000-043020, -252728-000000-043180, 252728-000000-043190, 252728-000000-043200, 252728-000000-043210, 252728-000000-043230, 252728-000000-043230, 252728-000000-043240

OBJECTIVE 2.135-V; Through the adoption of LDCPAS-2025-17, this section of the plan enables this specific property to be developed with Neighborhood Activity Center (NAC) land uses in a limited fashion as established in the Polk County Land Development Code with conditions adopted into the Land Development Code through LDCT-2025-19. This agreement fulfills the objectives of the applicant and the County.

Policy 2.135-V1: DESIGNATION AND MAPPING – Land use for these parcels shall be designated and mapped on the Future Land Use Map Series as Neighborhood Activity Center (NAC) and include the same acreage as described in LDCPAS-2025-17.

Policy 2.135-V2: LOCATION CRITERIA – This section applies to the properties legally described as:

Tract 1 (252728-000000-043020)
The north 125.00 feet of the East 360 feet of the SE ¼ of the NW ¼ of the SW ¼ of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less road right-of-way for S.R. 655 Containing 0.93 acres.

and

Tract 2 (252728-000000-043180)
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Tract 4: **(252728-000000-043200)**
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The West 160.00 feet of the East 360.00 feet of the SE 1/4 of the NW 1/4 of the .SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the North 375.00 feet thereof, less road right-of-way for Braddock Road. Containing 0.94 acres.

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Tract 6: **(252728-000000-043220)**
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and

Tract 7: **(252728-000000-043230)**
The South 200.00 feet of the North 400.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the East 410.00 feet thereof.
and
The West 50.00 feet of the East 460.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the North 400.00 feet thereof and less road right-of-way for Braddock Road. Containing 1.4 acres.

and

Tract 8: **(252728-000000-043240)**
The North 200.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the East 360.00 feet thereof:
and
The West 50.00 feet of the East 410.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the North 200.00 feet thereof and less road right-of-way for Braddock Road. Containing 1.87 acres.
Less and except
A parcel of land lying in the Northwest one-quarter (N.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of Section 28, Township 27 South, Range 25 East, less the road right of way for Braddock Road as recorded in Official Records Book 958, at Page 415, and Official Records Book 7565, at Page 109, of the Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at a 4 inch by 4 inch concrete monument (broken) with a 1/2 inch iron rod bent marking the Southwest corner of the Southwest one-quarter (S.W. 1/4) of Section 28; thence North 00°12'09" West, along the West line of said Southwest one-quarter (S.W. 1/4), a distance of 1,311.41 feet to the Southwest corner of the Northwest one-quarter (N.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of Section 28; thence North 89°59'56" East, along the South line of said Northwest one-quarter (N.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of Section

28, a distance of 665.49 feet to a railroad spike marking the Southeast corner of the Southwest one-quarter (S.E. 1/4) of the Northwest one-quarter (N.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of Section 28; thence North 00°01'11" West, along the West line of said Southeast one-quarter (S.E. 1/4) of the Northwest one-quarter (N.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of Section 28, a distance of 25.00 feet to the POINT OF BEGINNING, being on the existing Northerly right of way line of Braddock Road (also known as Spring Road) per Official Record Book 872, Page 339 of the Public Records of Polk County, Florida; thence North 00°01'11" West, continuing along said West line, a distance of 68.56 feet; thence departing said East line, run South 89º54'17" East, a distance of 593.84 feet; thence North 44°38'36" East, a distance of 52.50 feet to the existing West right of way line of State Road No. 655 (Berkley Road) as recorded in said Official Records Book 7565, at Page 109; thence South 05°01'43" East, along said existing West right of way line, a distance of 79.93 feet; thence South 42°35'00" West, along said existing West right of way line, a distance of 34.36 feet to its intersection with the existing North right of way line of said Braddock Road; thence South 89º59'56" West, along said existing North right of way line, a distance of 614.46 feet to the POINT OF BEGINNING. Containing 1.005 acres, more or less.

Containing 7.95 acres, more or less.

POLICY 2.135-V3: DEVELOPMENT CRITERIA – Development within this NAC area shall conform to the criteria established in Section 2.110-D of this Comprehensive Plan as per the development standards adopted for these parcels in the Polk County Land Development Code.

Impact Assessment Statement

This Impact Assessment Statement is connected to LDCPAS-2025-17 to reflect the change in requested use from CC to NAC.

A. Land and Neighborhood Characteristics: to assess the compatibility of the requested land use district with the adjacent property and to evaluate the suitability of the site for development, the applicant shall:

1. Show how and why is the site suitable for the proposed uses;

The establishment of a Neighborhood Activity Center district at the intersection of Berkley Road and Braddock Road meets the criteria set out in the Polk County Comprehensive Plan for both Activity Centers and Neighborhood Activity Centers that are germane at this stage of the development process. See attached exhibits included with the application. In addition, the proposed request will address an existing pattern of predominantly single-use residential development along Berkley Road.

2. Provide a site plan showing each type of existing and proposed land use;

See attached Future Land Use Map.

3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses;

The landscaping and buffering required by the Polk County Land Development Code adequately ensures that the proposed request is compatible with adjacent uses and entitlements in the area. The applicant will take any and all reasonable and necessary steps to minimize impacts to the properties surrounding the requested land use map amendment. In addition, the applicant has submitted property specific conditions and an activity center plan to ensure that compatibility concerns are addressed.

4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped;

The majority of the area surrounding the proposed site has been developed for residential uses. The proposed request will ultimately provide current and future residential developments in the area with access to the services typical of a NAC district, while creating an attractive, functional mix of uses.

5. Describe each of the uses proposed in a Planned Development and identify the following:

a. The density and types of residential dwelling units;

b. The type of commercial and industrial uses;

c. The approximate customer service area for commercial uses;

d. The total area proposed for each type of use, including open space and recreation

The Property is not within a Planned Development. Any development of the Property would be consistent with the Polk County Land Development Code, the Polk County Comprehensive Plan, and proposed site specific development criteria.

B. Access to Roads and Highways: to assess the impact of the proposed development on the existing, planned and programmed road system, the applicant shall:

1. Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;

A Traffic Impact Analysis will be provided prior to site plan approval.

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;

It is anticipated minor transportation improvements will be required for ingress/egress of the site in accordance with applicable County standards. The specific intersection types will be fully addressed at Level 2.

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;

The proposed development shall provide the requisite number of parking spaces required by the Polk County Land Development Code, which will be determined at Level 2 based on the actual square footages of the buildings constructed.

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and

The property abuts Braddock Road to the south and Berkley Road to the east. Both roads are classified as Urban Collector Roads. It is anticipated that minor transportation improvements will be required for ingress/egress of the site in accordance with applicable county standards. The specific intersection types will be fully addressed at Level 2.

5. Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.

Modes of transportation providing access to the property will be more fully understood upon the completion of a site plan and will be fully addressed at Level 2.

C. Sewage: to determine the impact caused by sewage generated from the proposed development, the applicant shall:

1. Calculate the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development;

The anticipated volume of sewage to be generated by the proposed site is unknown at this time. Site-specific information on waste generation will be fully addressed at Level 2.

2. Describe the proposed method and level of treatment, and the method of effluent disposal for the proposed sewage treatment facilities if on-site treatment is proposed;

The Property will connect to existing public utilities from City of Auburndale or provide on-site treatment. Prior to development, the Applicant will coordinate with the City of Auburndale to determine location of lines and available capacity.

3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems;

Any proposed system will be designed in accordance with applicable and appropriate rules and regulations.

4. Identify the service provider; and

The Property will connect to existing public utilities from City of Auburndale, if available, or provide on-site well and septic.

5. Indicate the current provider's capacity and anticipated date of connection.

Capacity and the date of connection will be more fully understood and addressed at Level 2.

D. Water Supply: to determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area, the applicant shall:

1. Indicate the proposed source of water supply and, the type of treatment;

The Property will connect to existing public utilities from City of Auburndale, if available, or provide on-site treatment. Prior to development the Applicant will coordinate with the City of Auburndale to determine location of lines and availability of capacity.

2. Identify the service provider;

The Property will connect to existing public utilities from City of Auburndale, if available, or provide well and septic.

3. Calculate the estimated volume of consumption in gallons per day (GPD); and

The anticipated volume of water consumption is unknown at this time. Site-specific information on water consumption will be fully addressed at Level 2.

4. Indicate the current provider's capacity and anticipated date of connection

Capacity and the date of connection will be more fully understood and addressed at Level 2.

E. Surface Water Management and Drainage: to determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development, the applicant shall:

1. Discuss the impact the proposed development will have on surface water quality;

The stormwater management system for the project site will be designed to meet regulatory requirements that will ensure adequate BMPs are instituted. The property does not have any areas of concern and surface water quality will not be negatively impacted by the development.

2. Describe the alteration to the sites natural drainage features, including wetland, that would be necessary to develop the project;

There does not appear to be any state or federal jurisdictional wetlands or surface water features located within the project site.

3. Describe the impact of such alterations on the fish and wildlife resources of the site;

Based on the available GIS information, there are no state or federally jurisdictional wetland or surface water features or other bodies of open water identified within the project site. Per the Florida Biodiversity Matrix GIS application, no endangered plant and animal species exist on the site. No significant impact to existing wildlife resources is anticipated from the project.

4. Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.

No change is anticipated.

F. Population: to determine the impact of the proposed developments additional population, the applicant shall:

1. Calculate the projected resident (and transient) population of the proposed development and the generated population in the case of commercial or industrial uses;

Indeterminable at this time.

2. Describe, for commercial and industrial projects, the employment characteristics including the anticipated number of employees, type of skills or training required for the new jobs, the percentage of employees that will be found locally or are expected to be drawn from outside the county or state, and the number of shifts per day and employees per shift;

Indeterminable at this time.

3. Indicate the expected demographic composition of the additional population (age/socio-economic factors); and

Indeterminable at this time.

4. Describe the proposed service area and the current population thereof.

Indeterminable at this time. Market data will be submitted upon completion.

G. General Information: to determine if any special needs or problems will be created by the proposed development, the applicant shall:

1. List and discuss special features of the proposed development that promote desirability and contribute to neighborhood needs; and

The proposed future land use map amendment would allow for the proposed development to provide NAC uses in area that is predominantly single-use residential.

2. Discuss the demand on the provision for the following services:

a. Parks and Recreation;

None.

b. Educational Facilities (preschool/elementary/middle school/high school);

None.

c. Health Care (emergency/hospital);

No impact to health care is anticipated.

d. Fire Protection;

The nearest fire protection is Auburndale Fire Department (100 Ariana Ave, Auburndale, FL 33823).

e. Police Protection and Security; and

The nearest police protection and security is Auburndale Police Department (2 Bobby Green Plaza, Auburndale, FL 33823.

f. Electrical Power Supply

Indeterminable at this time.

H. Maps: the following maps shall accompany all Impact Assessment Statements:

Map A: A location map showing the relationship of the development to cities, highways, and natural features;

See attached Location Map

Map B: A Topographical Map with contour intervals of no greater than five feet, the identification of the property boundaries, and a delineation of the areas of special flood hazard (100 year flood plain) as shown on the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA) for Polk County;

See attached Topographical Map.

Map C: A Land Use and Land Use District Map showing the existing land use designations and districts on and abutting the proposed development, including lot sizes and density;

See attached Future Land Use Map.

Map D: A Soils Map with soils designated according to Natural Resources Conservation Service classifications. If available, USDA Natural Resources Conservation Service (NRCS) soil surveys are preferable;

See attached Soils Map

Map E: A Traffic Circulation Map identifying any existing roads on or adjacent to the proposed development and indicating the name of the roads, maintenance jurisdiction, and pavement and right-of-way widths.

See attached Location Map w/ Roads.

Map F: A Site Plan showing land uses, the layout of lots, the type and maximum density for each type of residential area; the typical minimum lot sizes and dimensions for each use and unit type, and the dimensions, locations, and types of buffers, easements, open space areas, parking and loading areas, setbacks, and vehicular circulation routes; and

See Activity Center Plan.

Map G: A Drainage Map delineating existing and proposed drainage areas, water retention areas, drainage structures, drainage easements, canals, wetlands, watercourses, and other major drainage features.

A Drainage Map is not available at this time, as we do not have any engineered plans to evaluate the proposed location of stormwater ponds, buildings, impervious surface,

Demonstration of Need and Justification

This is an amendment to the original Demonstration of Need and Justification for LDCPAS-2025-17.

This is a two part request for (1) a Small Scale Comprehensive Plan Amendment for future land use change to allow neighborhood activity center uses on +/-7.9 acres of land situated north of Braddock Road, west of Berkley Road, and east of Polk Parkway (the "Subject Property") and a Comprehensive Plan text amendment to Appendix 2.135 to add a reference that the Subject Property has development standard conditions in the Land Development Code and (2) a LDC text amendment to add property specific development standard conditions for the Subject Property in Appendix E.

The Subject Property is currently designated as Residential Low (RL-1 and RL-4) and lies within an Urban Growth Area. The proposed change would redesignate the Subject Property to Neighborhood Activity Center (NAC). The applicant recognizes an Activity Center Plan (ACP), as set out in Section 2.110 of the Polk County Comprehensive Plan, is required to exceed the general acreage requirements established for NAC districts and to establish landscaping/buffering requirements to address compatibility concerns. The applicant has submitted an ACP connected with Project Number LDCT-2025-19.

The establishment of an NAC district at the intersection of Berkley Road and Braddock Road meets the criteria set out in the Polk County Comprehensive Plan for both Activity Centers and Convenience Centers. *See Consistency Analysis*. In addition, the proposed request will address an existing pattern of predominantly single-use residential development along Berkley Road. Disrupting the pattern of single-use development will ultimately provide current and future residential developments in the area with access to the services typical of a NAC district, while creating an attractive, functional mix of uses and avoiding sprawl.

Consistency Analysis

This Consistency Analysis is connected to LDCPAS-2025-17 and LDCT-2025-19 to reflect the change in requested use from CC to NAC. Contained below is an analysis of the consistency of the proposed request with provisions of the Polk County Comprehensive Plan that are germane at this stage of the development process.

SECTION 2.102 GROWTH MANAGEMENT.

OBJECTIVE 2.102-A: Development within unincorporated Polk County shall occur in accordance with the policies stated within this Future Land Use Element and all other Goals, Objectives and Policies incorporated within the Polk County Comprehensive Plan.

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.

ANALYIS: *The proposed request will promote contiguous and compact growth patterns by introducing a NAC district in an area that is predominantly single-use residential development. In addition, the proposed site will act to provide services to communities along Braddock Road.*

POLICY 2.102-A11: URBAN SPRAWL CRITERIA - In accordance with Rule 9J-5.006(5) of the Florida Administrative Code, Polk County will discourage the proliferation of urban sprawl by use of the following criteria when determining the appropriateness of establishing or expanding any land use or development area. The analysis must ask whether or not the proposed plan amendment . . .

ANALYSIS: *See Demonstration of Need and Justification for analysis on how the proposed request will discourage the proliferation of urban sprawl.*

SECTION 2.105 URBAN-GROWTH AREAS (UGA).

OBJECTIVE 2.105-A: The Polk County Plan shall provide areas for the future development of urban-intensity growth through:

a.the designation and mapping of Urban Growth Areas, and

b.the establishment of policies to govern the development of land within the Urban-Growth Areas.

POLICY 2.105-A1: DESCRIPTION - Urban-Growth Areas shall:

. . .

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;

ANALYSIS: *A NAC district on the proposed site will ultimately introduce new employment and shopping opportunities to the area. The existing and planned single-use residential development along Berkely Road will increase demand for such services in the area. In the past couple of years, the City of Auburndale, FDOT, and Polk County worked together to cause the jurisdictional transfer of Berkley Road to the state road system. This is change significantly changes the type and amount of traffic on Berkely Road, which has effectively turned it into a truck route to I-4 from U.S. 92, further justifies the growing demand for commercial services. In addition, the proposed site's proximity to residential developments will promote walkability in the area.*

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.

ANALYSIS: *NAC districts are permitted in the Urban Growth Area (UGA).*

OBJECTIVE 2.110-D: NEIGHBORHOOD ACTIVITY CENTERS - The Polk County Plan shall provide for the local-shopping needs of residents through:

a.the designation and mapping of Neighborhood Activity Centers on the Future Land Use Map Series; and

b.the establishment of criteria applicable to the location and development of land within Neighborhood Activity Centers.

POLICY 2.110-D3: LOCATION CRITERIA - Neighborhood Activity Centers shall be located at the intersections of arterial and/or collector roads. There shall be the following traveling distances, on public roads, between the center of a Neighborhood Activity Center and the center of any other Neighborhood Activity Center, or other higher-level Activity Center, Linear Commercial Corridor, or Commercial Enclave providing for the same neighborhood-shopping needs:

a. Two (2) miles within the TSDA and UGA.
b. Four (4) miles within the SDA and UEA.

This required separation may be reduced if:

a. The higher-level Activity Center, Linear Commercial Corridor or Commercial Enclave within the required distance separation is over 80% developed; or
b. The proposed Neighborhood Activity Center market-area radius, minimum population support is over 10,000 people.

ANALYSIS: *The proposed site is located at the intersection of Berkley Road and Braddock Road. Both roads have functional classifications as Urban Collector roads. The nearest County designated Activity Center is a Commercial Enclave located at Denton Avenue and Berkely Road, which is more than one (1) mile away from the proposed site. It should also be noted there are other commercial designations within the area but they have unique characteristics regarding their designations, future intended use, and ownership. For instance, the nearest City of Auburndale activity center on Berkley Road is to the south and is owned by Polk County as part of the Lake Myrtle Park. Moving further south to Denton, there is a parcel designated as commercial that is owned by Polk County School Board for future use as a school. That said, the County Comprehensive plan provides for these instances. Separation requirements may be reduced when minimum population support exceeds 10,000 people within the proposed site's market-area radius. The applicant has submitted market data demonstrating that the site's market-area radius supports over 10,000 people. When reviewed together there is ample justification and need demonstrated for the establishment of this corner for NAC uses.*

POLICY 2.110-D4: DEVELOPMENT CRITERIA - Development within a Neighborhood Activity Center shall conform to the following criteria:

a. Neighborhood Activity Centers shall have frontage on, or direct access to, an arterial or major collector roadway, or a frontage road or service drive which directly serves an arterial or collector roadway.

b. Different uses within a Neighborhood Activity Center shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical.

c. 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.

d. Residential uses shall not be permitted in Neighborhood Activity Centers except as part of a mixed use Planned Development.

e. Office uses shall not exceed 40 percent of the total area of the Neighborhood Activity center. Commercial uses may constitute 100 percent of the Neighborhood Activity center.

f. The maximum floor area ratio shall not exceed 0.25 unless developed as a Planned Development.

g. Planned Developments within the Neighborhood Activity Center may be permitted a maximum floor area ratio up to 0.70 and a maximum residential density of 5 dwelling units per acre. Intensity and density increases shall only be awarded to innovative, efficient, and compatible Planned Development proposals that are consistent with the general district characteristics and are located within the TSDA and UGA. The Land Development Code shall establish specific development standards and criteria for Planned Developments within activity centers.

ANALYSIS: *The proposed site abuts two (2) collector roads, Braddock Road and Berkley Road.*

POLICY 2.110-D5: ADJACENT DEVELOPMENT - Subject to the criteria and requirements of Section 2.125-C relating to Transitional Areas, development adjacent to a Neighborhood Activity Center may include the following uses: Office, Residential, Institutional, and Recreation and Open Space.

ANALYSIS: *The proposed site is adjacent to residential uses, which is a compatible use pursuant to Policy 2.110-D5 of the Comprehensive Plan.*

OBJECTIVE 2.110-L: ACTIVITY-CENTER PLANS - The Polk County Plan shall provide procedures for the preparation of Activity-Centers Plans in order to ensure that Activity Centers develop in a manner consistent with sound planning principles, and in accordance with development objectives of the County.

POLICY 2.110-L1: ACTIVITY-CENTER PLANS - An Activity-Center Plan (ACP) is a special, detailed land use plan for a specific Activity Center. An ACP shall include a land use map and accompanying objective and policies to provide special conditions, restrictions, or requirements for activities within the ACP. ACPs shall be incorporated into the Land Development Code with reference to the Comprehensive Plan.

ANALYSIS: *The applicant has provided an Activity Center Plan consistent with the requirements of the Polk County Comprehensive Plan. The applicant's Activity Center Plan addresses those special conditions, restrictions, and/or requirements contemplated in the Polk County Comprehensive Plan.*

POLICY 2.110-L2: INITIATED BY THE COUNTY - An Activity-Center Plan may be adopted for an Activity Center and become incorporated into the Future Land Use Element by a Comprehensive Plan Amendment for all new Activity Centers proposed. The ACP, shall at a minimum, include land use, traffic, and market studies, or other appropriate studies to support the requested ACP.

ANALYSIS: *N/A to this request.*

POLICY 2.110-L3: INITIATED BY A PROPERTY OWNER - Any property owner applying for a new Activity Center shall prepare and submit an ACP for consideration by the Board of County Commissioners for inclusion within the Future Land Use Element through a Comprehensive Plan Amendment. The ACP can also be used as supporting documentation for a proposed expansion or reclassification. The Board may require that such submittal of a requested ACP include land use, traffic, and market studies, or other appropriate studies to support the requested ACP as outlined in L5 below.

ANALYSIS: *The applicant is applying for a new Activity Center. The applicant has provided an Activity Center Plan consistent with the requirements of the Polk County Comprehensive Plan. The applicant's Activity Center Plan addresses those special conditions, restrictions, and/or requirements contemplated in the Polk County Comprehensive Plan.*

POLICY 2.110-L4: PLAN REQUIRED - A developer shall be required to prepare and submit an ACP for the following:

a. a Development of Regional Impact (DRI) within an Activity Center;

b. a request to develop a residential development with a "Special Residential" classification (15 DU/AC or more) within an Activity Center; or

c. any new Activity Center proposed.

ANALYSIS: *This is an applicant initiated request for a Small Scale Comprehensive Plan amendment for future land use change to allow neighborhood activity center uses on the Subject Property. As such, the applicant has submitted an Activity Center Plan.*

POLICY 2.110-L5: PLAN REQUIREMENTS - ACPs, at a minimum, shall include a map, or maps, and policies which establish:

a. Land uses designations for all property within the center;

b. development criteria;

c. development restrictions, if appropriate;

d. a traffic circulation plan for the activity center; and

e. special transportation restrictions, if appropriate.

f. identify environmentally sensitive lands and endangered natural communities and outline proposals for the preservation and/or conservation of these areas; and

g. any other information that the Land Development Director or his designee may request.

ANALYSIS: *See materials contained within this application.*

1004

POLK COUNTY
www.polk-county.net

LEVEL 4
LAND DEVELOPMENT CODE
COMPREHENSIVE PLAN
AMENDMENT APPLICATION

Office of Planning and Development
Land Development Division
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
Phone (863)534-6792
FAX (863) 534-6407

TYPE OF AMENDMENT

Land Development Code ( ) **Text** ( ) **Sub-district**

Comprehensive Plan ( ) **Text** ( ) **Large Scale Map** (✓) **Small Scale Map**

Is property in a Selected Area Plan (SAP) ( ) **Yes** (✓) **No**

SAP Name _____

Pre Application Project # _____ **(Required)**

	Owner	Applicant	Contact Person
Name	Palmetto Capital Group, LLC	Palmetto Capital Group, LLC	John ("Bart") Allen
Work Number			(863) 683-6511
Fax Number			(863) 682-8031
Mailing Address	PO BOX 2184 THOMASVILLE, GA 31799	PO BOX 2184 THOMASVILLE, GA 31799	PO Box 24628 Lakeland, FL 33802-4628
Email			ballen@petersonmyers.com

If additional contacts, please list on a separate sheet and submit with application.

Brief Description Request *(No more than 250 characters)*:

This is a modification to LDCPAS-2025-17. This modification changes the requested use from CC to NAC .

Request **From:** RL-1 & RL-4 Land Use/Sub-District

To: NAC Land Use/Sub-District

Acreage: +/-7.9 acres

Parcel ID Number(s):

This lists only four (4) of the eight (8) parcels involved in this request. For a complete list of all parcels within this proposed request see attached Parcel ID List.

Range - Township - Section	Subdivision #	-	Parcel #
R 25 T 27 S 28	000000	-	043020
(Include others on a separate attachment)			
R 25 T 27 S 28	000000	-	043180
R 25 T 27 S 28	000000	-	043190
R 25 T 27 S 28	000000	-	043200

Address and Location of Property:

The property is located north of Braddock Road, west of Berkley Road, and east of Polk Parkway. See Location Map attached.

Water Provider Name and Phone Number: City of Auburndale .

Sewer Provider Name and Phone Number: City of Auburndale .

( ) Yes (✔) No Is the property located in the Green Swamp Area of Critical State Concern? *(If yes, a Green Swamp Impact Assessment Statement must be submitted with this application.)*

Identify existing uses and structures on subject and surrounding properties (e.g. vacant, residential # du/ac, commercial approx. square feet, etc.):

Multiple Residences SFR and MH Future Land Use: RL-1 **NW**	M.H. (RP) & Multiple Residences SFR and MH Future Land Use: RL-1 **N**	Single Family Residential Future Land Use: RL-2 **NE**
M.H. (RP) & Single Family Residential Future Land Use: RL-1 & RL-4 **W**	Unplatted Future Land Use: RL-1 & RL-4 **Subject Property**	Vacant Residential City of Auburndale Future Land Use: Low Density Residential **E**
Vacant Residential & Single Family Residential Future Land Use: RL-1 **SW**	Single Family Residential Future Land Use: RL-1 **S**	Cropland w/ Residenital Future Land Use: RL-1 **SE**

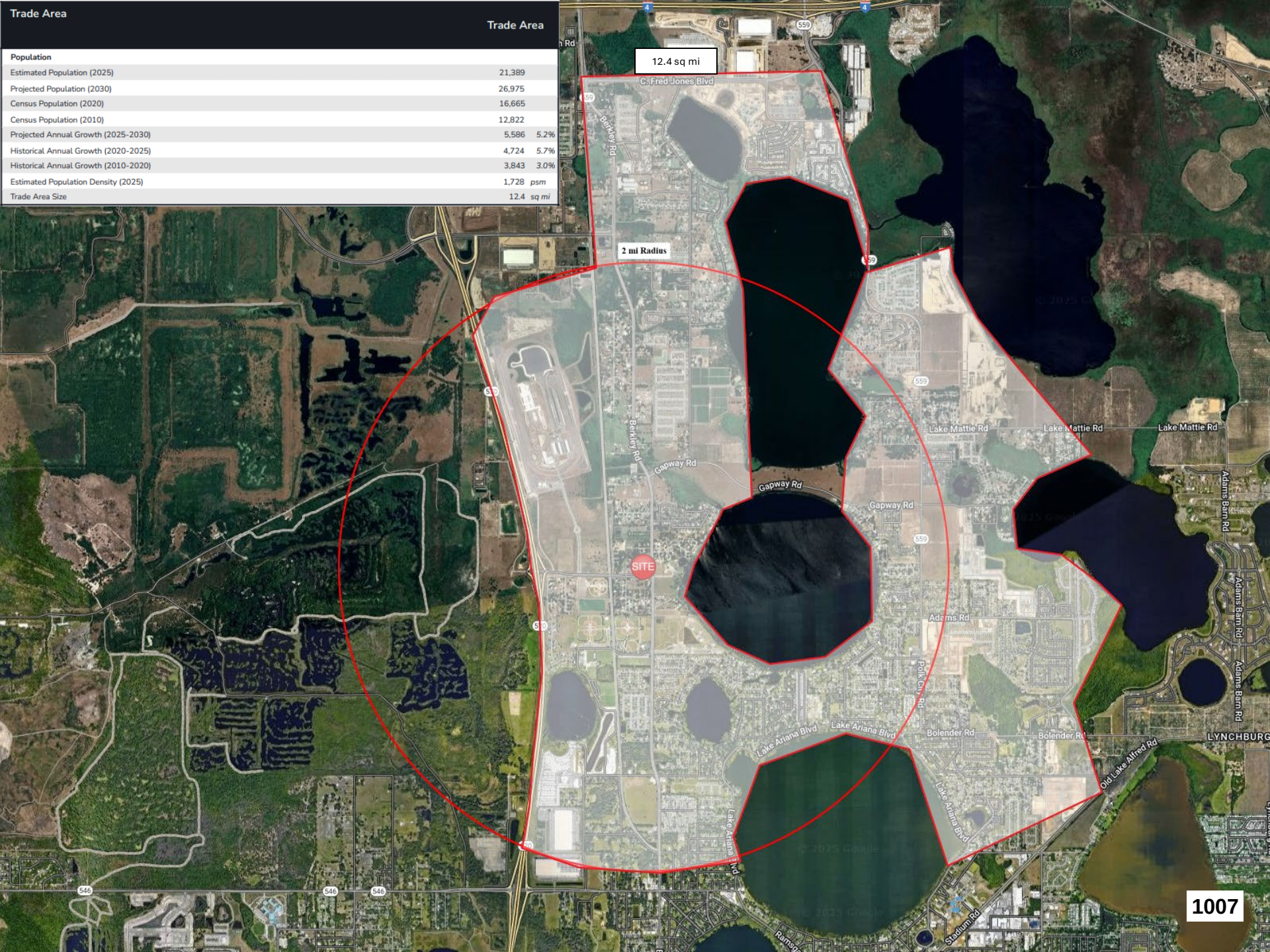
Approval of this application does not waive any other applicable provisions of the Polk County Land Development Code, the Polk County Comprehensive Plan, the Polk County Utility Code which are not part of the request for this application, nor does approval waive any applicable Florida Statutes, Florida Building Code, Florida Fire Prevention Code, or any other applicable laws, rules, or ordinances, whether federal, state or local. The applicant has the obligation and responsibility to be informed of and be in compliance with all applicable laws, rules, codes and ordinances.

I, John ("Bart") Allen (print name), the owner of the property which is the subject of this application, or the authorized representative of owner of the property which is the subject of this application, hereby authorize representatives of Polk County to enter onto the property which is the subject of this application to perform any inspections or site visits necessary for reviewing this application. I understand that representatives of Polk County are not authorized to enter any structures dwellings which may be on the property.

_____. 10/03/2025.

Property owner or property owner's authorized representative. Date:

Trade Area	Trade Area	
Population		
Estimated Population (2025)	21,389	
Projected Population (2030)	26,975	
Census Population (2020)	16,665	
Census Population (2010)	12,822	
Projected Annual Growth (2025-2030)	5,586	5.2%
Historical Annual Growth (2020-2025)	4,724	5.7%
Historical Annual Growth (2010-2020)	3,843	3.0%
Estimated Population Density (2025)	1,728	*psm*
Trade Area Size	12.4	*sq mi*



JOINT PLANNING AREA INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF AUBURNDALE AND POLK COUNTY

This **AGREEMENT** is made and entered into this 7th day of October, 2009, by and between the CITY of Auburndale, a Florida municipal corporation (the "CITY") and Polk COUNTY, a political subdivision of the State of Florida (the "COUNTY"). The CITY and COUNTY shall collectively be referred to as "Parties."

RECITALS

1. The CITY and the COUNTY recognize that proper intergovernmental coordination is essential for sound growth management; and

2. The CITY and COUNTY seek to have compatible land uses adjacent to their common boundaries to provide for a more enjoyable quality of life for the citizens residing in Polk County, which includes the citizens in the City; and

3. The State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, physical abilities and service capacity to accommodate growth in an environmentally acceptable manner and use incentives and disincentives to achieve a sustainable mix of land uses; and

4. The State Comprehensive Plan requires local governments to protect the substantial investment in public facilities which already exists and to plan for and finance new facilities in a timely, orderly and efficient manner; and

5. The Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provides authority for interlocal agreements between local governments on matters such as annexation and joint planning; and

6. The Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation; and

7. In order to provide proper services for the citizens, the CITY and COUNTY are desirous of engaging in joint efforts to comprehensively and cohesively plan certain areas within the city limits of the CITY of Auburndale as well as certain areas located within the boundaries of unincorporated Polk COUNTY, which areas are collectively and individually referred to herein as the "Joint Planning Area" or the "JPA"; and

8. The JPA, as depicted in Exhibit "A," delineates areas where the CITY of Auburndale is providing municipal services or intends to provide municipal services; and

9. There is no intent for this Agreement to restrict the COUNTY's authority to amend its Comprehensive Plan and Map, Land Development Code and associated subdistrict map, or apply land development regulations or otherwise to make land use decisions for unincorporated areas within the JPA, or to restrict the County's authority to object to any annexations by the City if deemed necessary by the County; and

10. There is no intent for this Agreement to restrict the CITY's authority to amend its Comprehensive Plan, Official Zoning Map, land development regulations, or apply land development regulations or otherwise to make land use decisions for lands within the corporate boundaries of the CITY or within the JPA should such lands be annexed by the CITY; and

11. A Joint Planning Agreement will provide a basis for the evaluation of future development applications. The CITY and the COUNTY intend to plan for the adequate provision of public services as required per the Comprehensive Plan of each; and

12. The CITY and COUNTY wish to identify a Joint Planning Area and have determined that such an agreement will foster intergovernmental coordination and

cooperation, economical provision of services, including police, fire and other services and adequate utilization of existing and proposed infrastructure; and

13. A public hearing with due public notice has been held by the CITY and the COUNTY prior to approval of this Agreement and as set forth in Section 163.3171(3), Florida Statutes; and

14. The CITY and the COUNTY desire to enter into this Joint Planning Agreement to address desirable land uses and locations and standards for gateways within the JPA; and

15. It is desirable for the CITY and the COUNTY to enter into such an agreement to better identify areas proposed for future municipal services, and jurisdiction and to ensure better coordination of government services and to avoid creating incompatible land uses near the parties' common boundaries; and

16. The Agreement will facilitate a better process for exchanging information between the Parties, regarding land development issues affecting both the CITY and the COUNTY; and

ACCORDINGLY, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the CITY and

the COUNTY agree with each other to create and participate in the following Joint Planning Area Agreement (hereinafter referred to as the "Agreement") as follows:

SECTION 1. AUTHORITY. This Agreement is entered into pursuant to the provisions of Chapter 163, Florida Statutes, and other applicable provisions of the law.

SECTION 2. RECITALS. The Recitals above are true and correct and are incorporated into this Agreement as if fully set forth below. This Agreement shall be considered an Interlocal Agreement pursuant to the authority within Sections 163.01, 163.3171, 163.3177(6)(h)1. a, as well as Chapters 125 and 171, Florida Statutes.

SECTION 3. DEFINITIONS.

1. **Agreement.** Means and refers to this Joint Planning Agreement, as the same may be amended as provided herein.

2. **Governing Body.** Means in the case of the COUNTY, the Board of COUNTY Commissioners, and in the case of the CITY, the Auburndale CITY Commission.

3. **Joint Planning Area.** Means and refers to that area depicted in Exhibit "A". Also referred to as the "JPA".

4. **Land Development Regulation.** Means ordinances enacted by the CITY or the COUNTY for the regulation of any aspect of development.

SECTION 4. DESIGNATION AND DEFINITION OF JOINT PLANNING AREA.

1. Establishment of Joint Planning Area. To establish the means and process by which future annexations and planning activities will be accomplished, the CITY and the COUNTY (the "Parties") hereby establish a Joint Planning Area (JPA), depicted in Exhibit "A," attached hereto and incorporated herein by this reference. All areas specifically delineated, mapped and referenced in the legend on Exhibit "A" are within the JPA.

SECTION 5. JOINT PLANNING EFFORTS

1. Desired Development Patterns. Exhibits B through F illustrate the desired development patterns including the creation of gateways into the City and Polk Commerce Centre/USF Polytechnic area as a guide for development. For the purposes of this Agreement, "guide" shall mean a preferred standard, and shall not mean, require, or compel exactitude, or strict compliance with Exhibits B through F.

2. Future Comprehensive Plan Amendments. The Parties agree to use Exhibits B through F as a guide for the consideration of Future Comprehensive Plan Amendments within the boundary of the JPA. For the purposes of this Agreement, "guide" shall mean a preferred standard, and shall not mean, require, or compel exactitude, or strict compliance with Exhibits B through F.

3. Land Development Regulations. The CITY and the COUNTY agree to pursue common amendments to their respective Land Development Regulations, as necessary and desired, to support and implement the Goals, Objectives and Policies and desired land use concepts outlined in Exhibits B through F.

SECTION 6. DISPUTE RESOLUTION. In the event a dispute arises as to the terms or provisions of this Agreement, the Parties agree to comply with Chapter 164, Florida Statutes. Should the Conflict Resolution procedure outlined in Chapter 164,

Florida Statutes not result in a settlement, the Parties may seek any remedy legally available to them.

SECTION 7. AMENDMENTS. This Agreement, supporting the JPA, may be amended at any time by mutual, written agreement between the CITY and COUNTY.

SECTION 8. NOTICES. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when: (a) hand delivered to the official hereinafter designated; or (b) upon receipt of such notice when mailed by certified U.S. mail, postage prepaid, return receipt requested, addressed to a party at the address set forth below or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

If to the COUNTY:	County Manager Polk County Drawer CM01, P.O. Box 9005 Bartow, Florida 33831-9005	4 copies (distribution by County Manager's office)
If to the CITY:	City Manager City of Auburndale 1 Bobby Green Plaza Auburndale, FL33823	4 copies (distribution by City Manager's Office)

SECTION 9. DISCLAIMER OR THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties herein and no right or cause of action

shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal named party hereto. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereto, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.

SECTION 10. SEVERABILITY. In the event that any section, subsection, sentence, clause or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality or unenforceability shall not affect any of the other remaining articles, sections, subsections, sentences, clauses or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal or unenforceable section, subsection, sentence, clause or word did not exist. This Agreement was mutually negotiated by all Parties who have executed the same. Consequently, it is the intent of the Parties that no provision shall be more harshly construed against either Party as the drafter hereof.

SECTION 11. APPLICABLE LAW VENUE. This Agreement shall be governed and interpreted by the laws of the Sate of Florida. The venue for any legal action

necessary to enforce the Agreement shall be in the courts of Polk County, Florida; or the Middle District of Florida, located in Hillsborough County, Florida.

SECTION 12. TERM OF AGREEMENT. The term of this Agreement shall commence on the date the COUNTY formally approves this Agreement or the date this Agreement is approved by the CITY, whichever is later and shall continue for five (5) years. Thereafter, it may be extended for succeeding periods of five (5) years each by mutual agreement of the Parties. This Agreement may be terminated by either Party by delivery of written notice at least six (6) months prior to the termination date.

SECTION 13. FILING OF THE AGREEMENT. Polk County agrees to file an executed copy of this Agreement with the Clerk of the Circuit Court of Polk County in accordance with §163.01(11), Florida Statutes.

SECTION 14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and communications between the Parties relating to the subject matter contained herein.

LIST OF EXHIBITS:

Exhibit A: Joint Planning Area (JPA) Boundary

Exhibit B: Gateways and Tourism Commercial Areas

Exhibit C: Residential Areas

Exhibit D: Mixed-Use Areas

Exhibit E: Commercial Areas

Exhibit F: Business Park Centers

ATTEST:

Richard M. Weiss, Clerk of Circuit Court

P. 35

By: Freda L. Wade
Deputy Clerk

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

By: Sam Johnson
Sam Johnson, Chairman

Date: 10-7-09

REVIEWED AS TO FORM AND LEGAL SUFFICIENCY:

Jane J. Gibson 9/25/09
County Attorney's Office **Date**

ATTEST:

Shirley A. Lowrance
Shirley A. Lowrance, CITY Clerk

CITY OF AUBURNDALE, FLORIDA, a municipal corporation

APPROVED:

By:
William E. Sterling, Jr., Mayor

Date: 09-14-2009

APPROVED AS TO FORM AND LEGALITY:

V. Patton Kee
V. Patton Kee, CITY Attorney

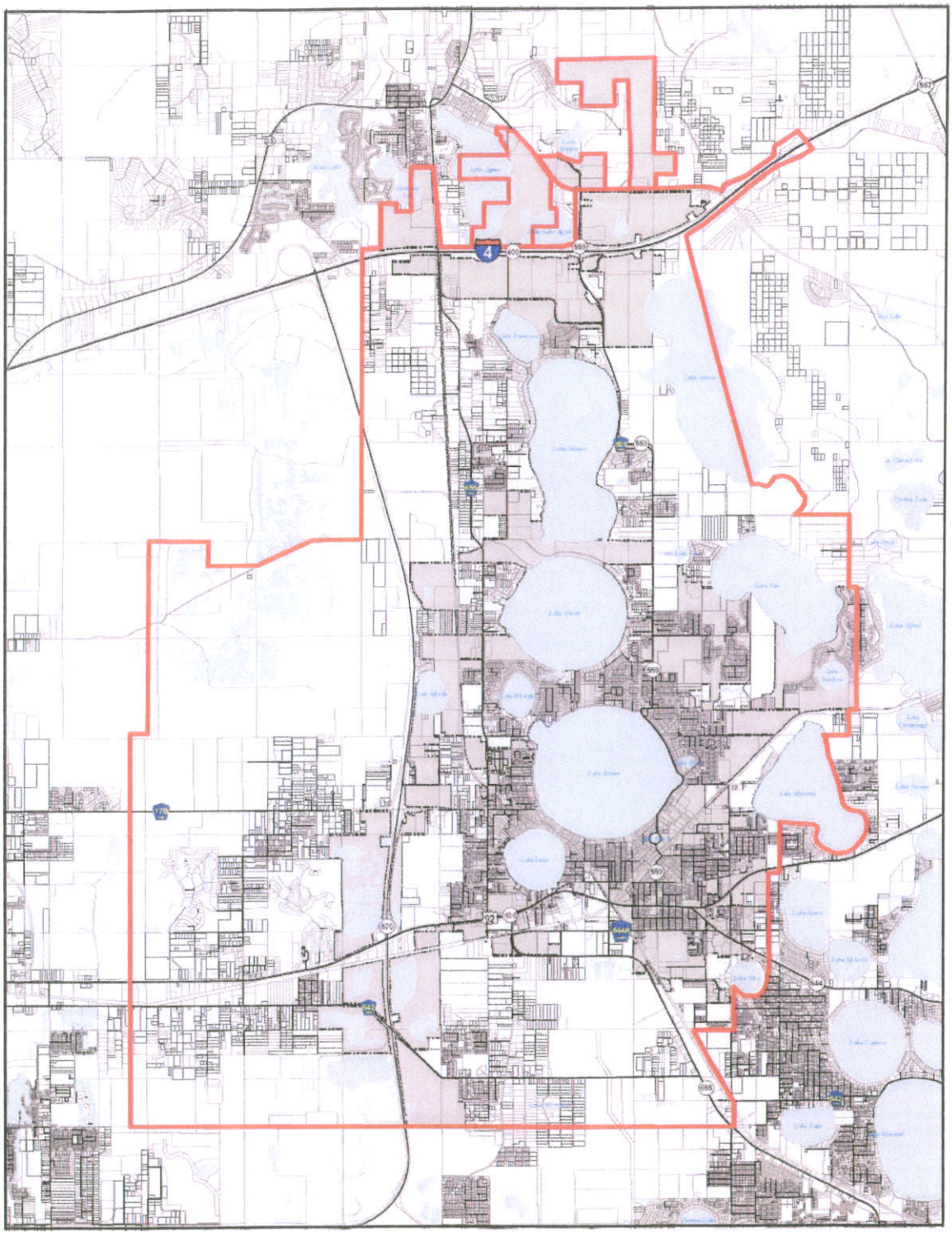


Exhibit A
JPA BOUNDARY
Joint Planning Area

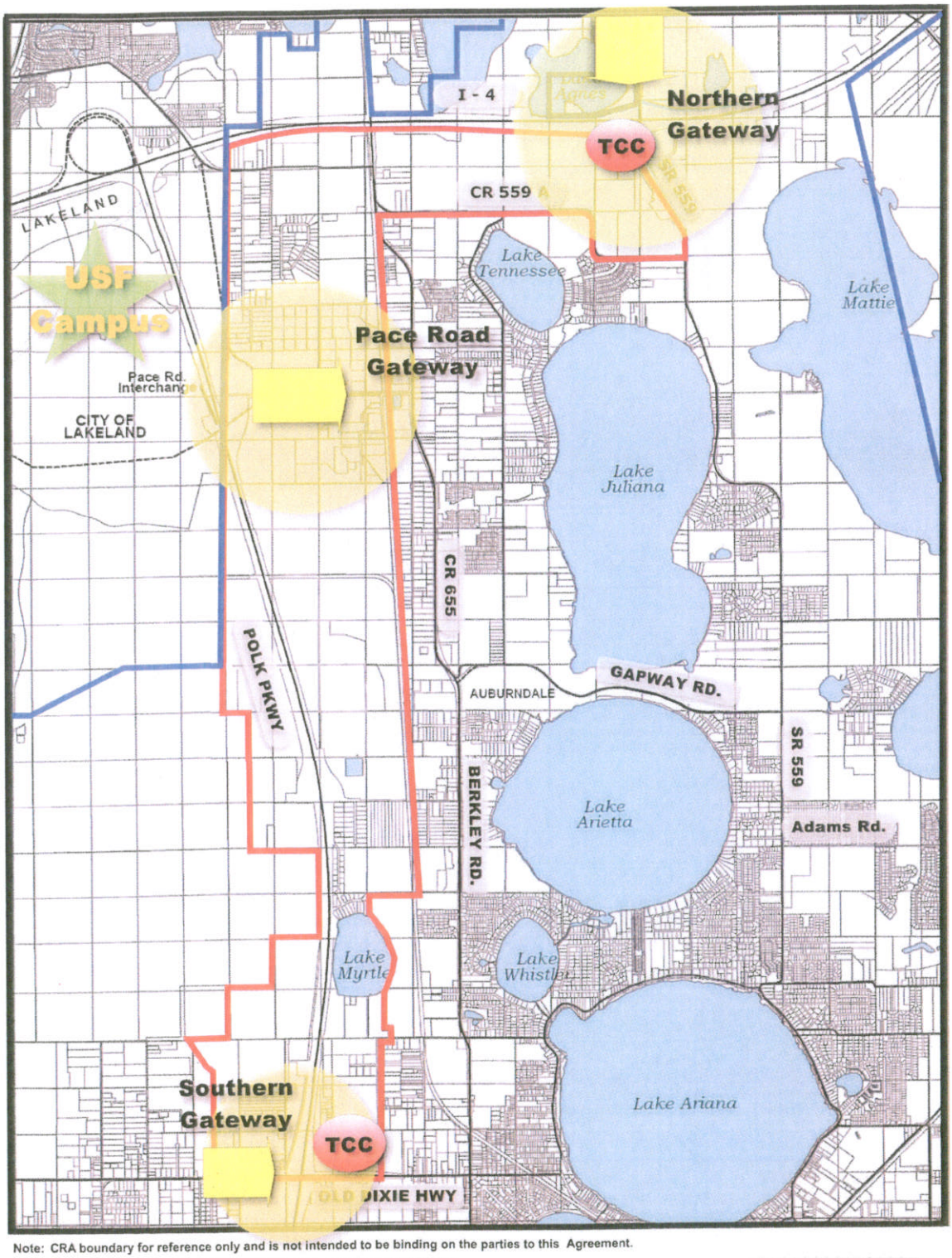
City of Auburndale - Polk County JPA

Legend

- Local Roads
- Major Roads
- Parcels
- Water Bodies
- JPA Boundary
- Auburndale City Boundary

Miles
0 0.5 1 2

prepared for City of Auburndale by CFRPC



Note: CRA boundary for reference only and is not intended to be binding on the parties to this Agreement.

Exhibit B
GATEWAYS & TOURISM COMMERCIAL AREAS
Joint Planning Area

City of Auburndale - Polk County JPA

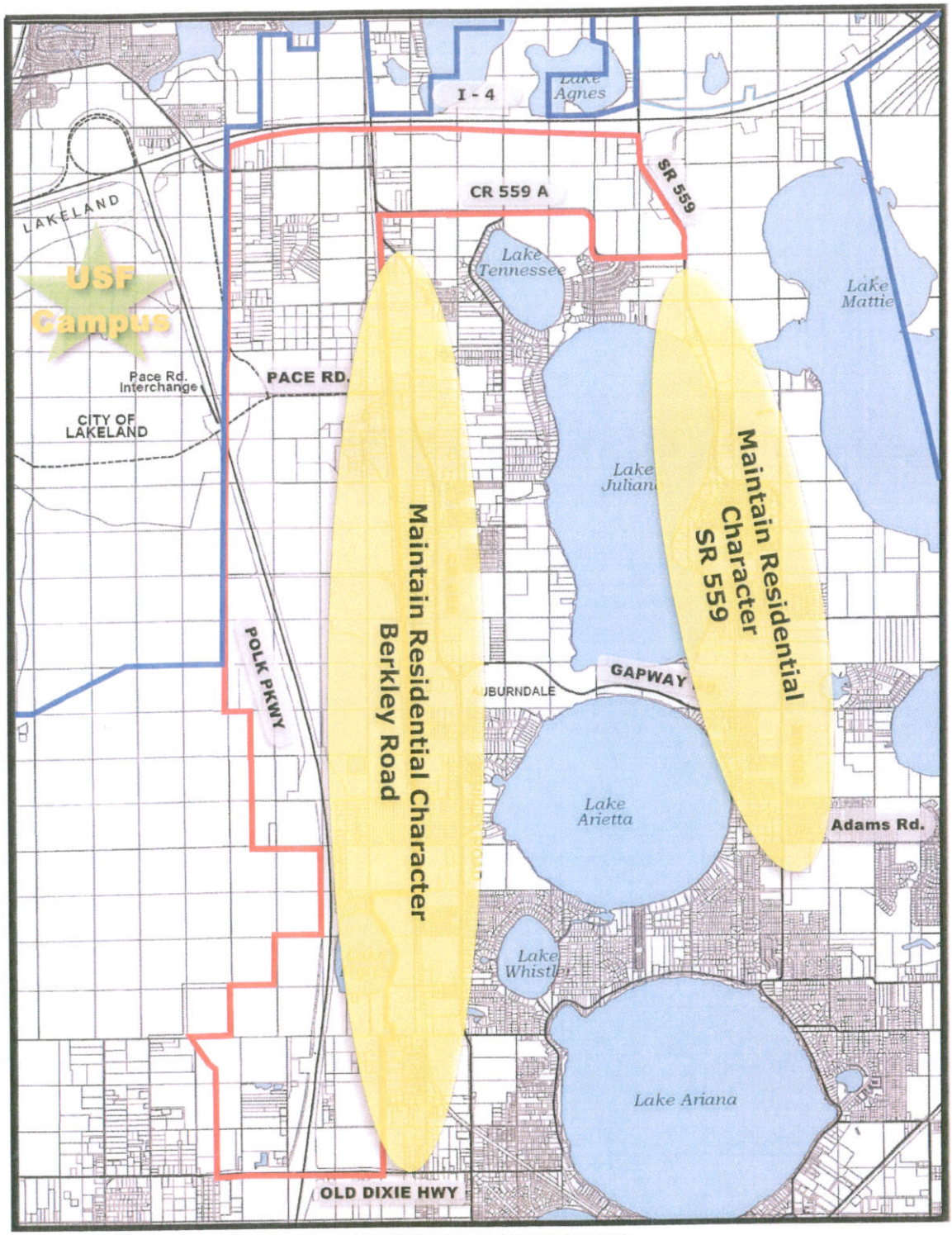
N

0 0.45 0.9 Miles

LEGEND

- JPA Boundary
- Polk Commerce Centre CRA Boundary

prepared for City of Auburndale by CFRPC



Note: CRA boundary for reference only and is not intended to be binding on the parties to this Agreement.

Exhibit C
RESIDENTIAL AREAS
Joint Planning Area

City of Auburndale - Polk County JPA

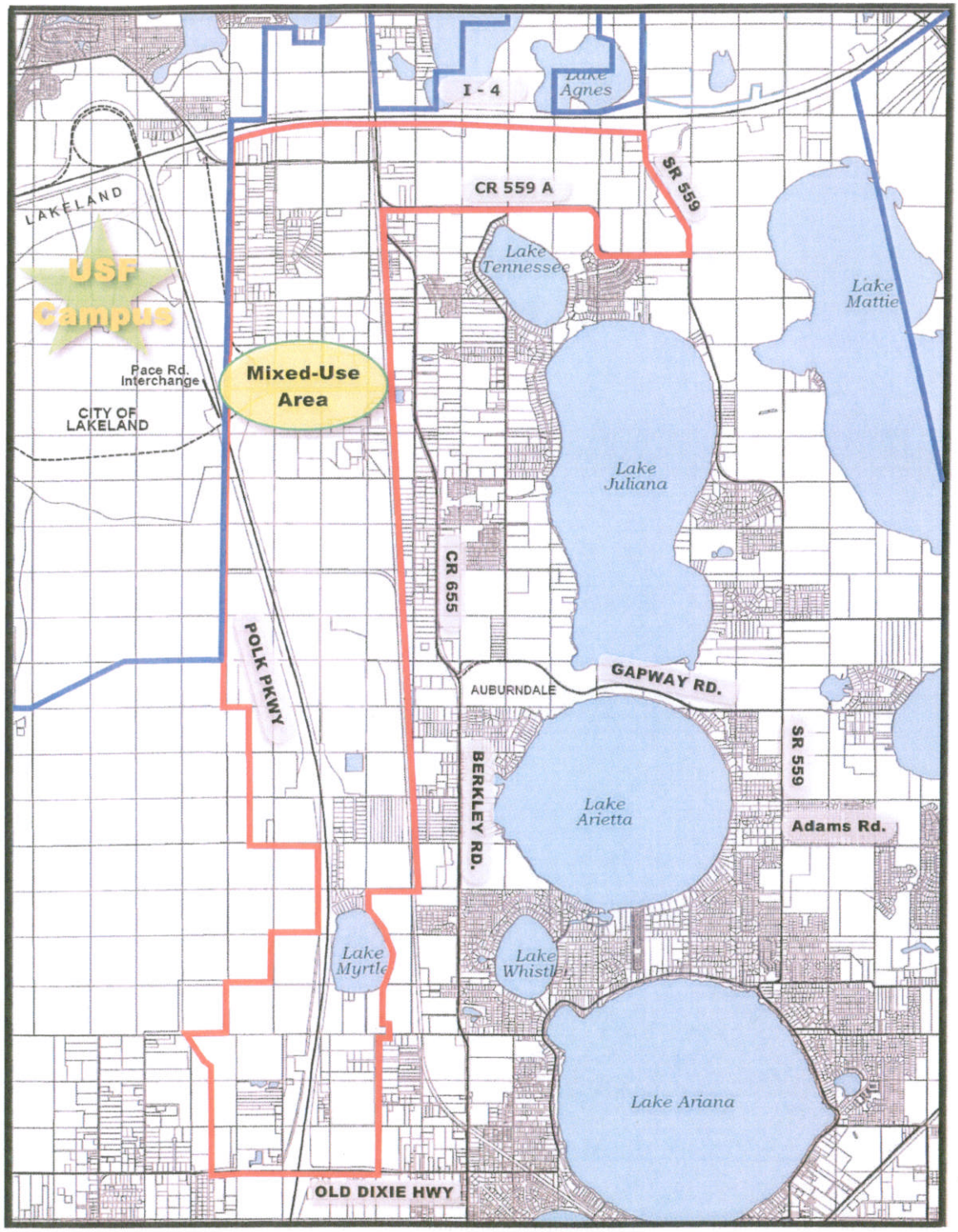
N

0 0.45 0.9 Miles

LEGEND

- JPA Boundary
- Polk Commerce Centre CRA Boundary

prepared for City of Auburndale by CFRPC



Note: CRA boundary for reference only and is not intended to be binding on the parties to this Agreement.

Exhibit D
MIXED-USE AREA
Joint Planning Area

City of Auburndale - Polk County JPA

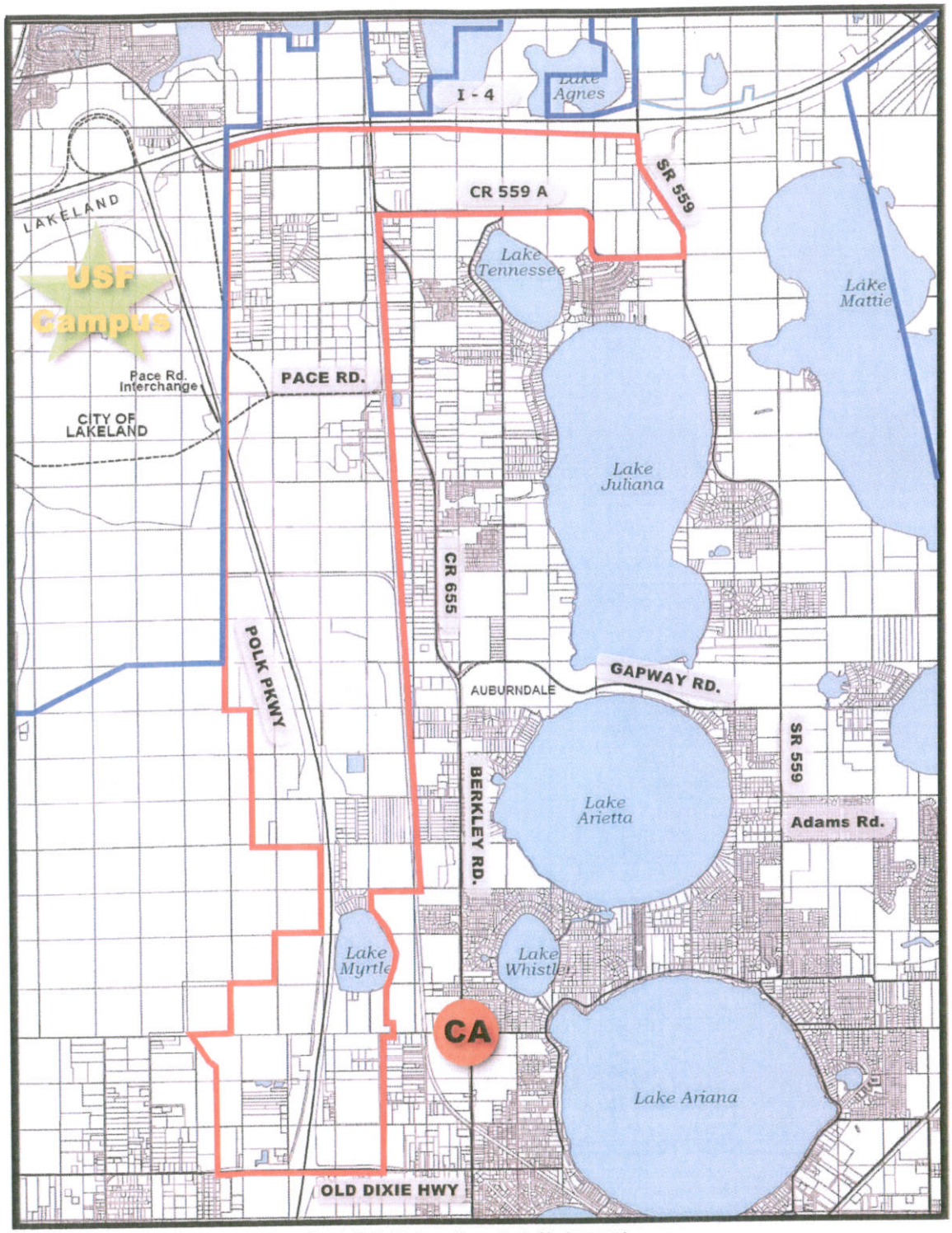
N

0 0.45 0.9 Miles

LEGEND

- JPA Boundary
- Polk Commerce Centre CRA Boundary

prepared for City of Auburndale by CFRPC



Note: CRA boundary for reference only and is not intended to be binding on the parties to this Agreement.

Exhibit E
COMMERCIAL AREA
Joint Planning Area

City of Auburndale - Polk County JPA

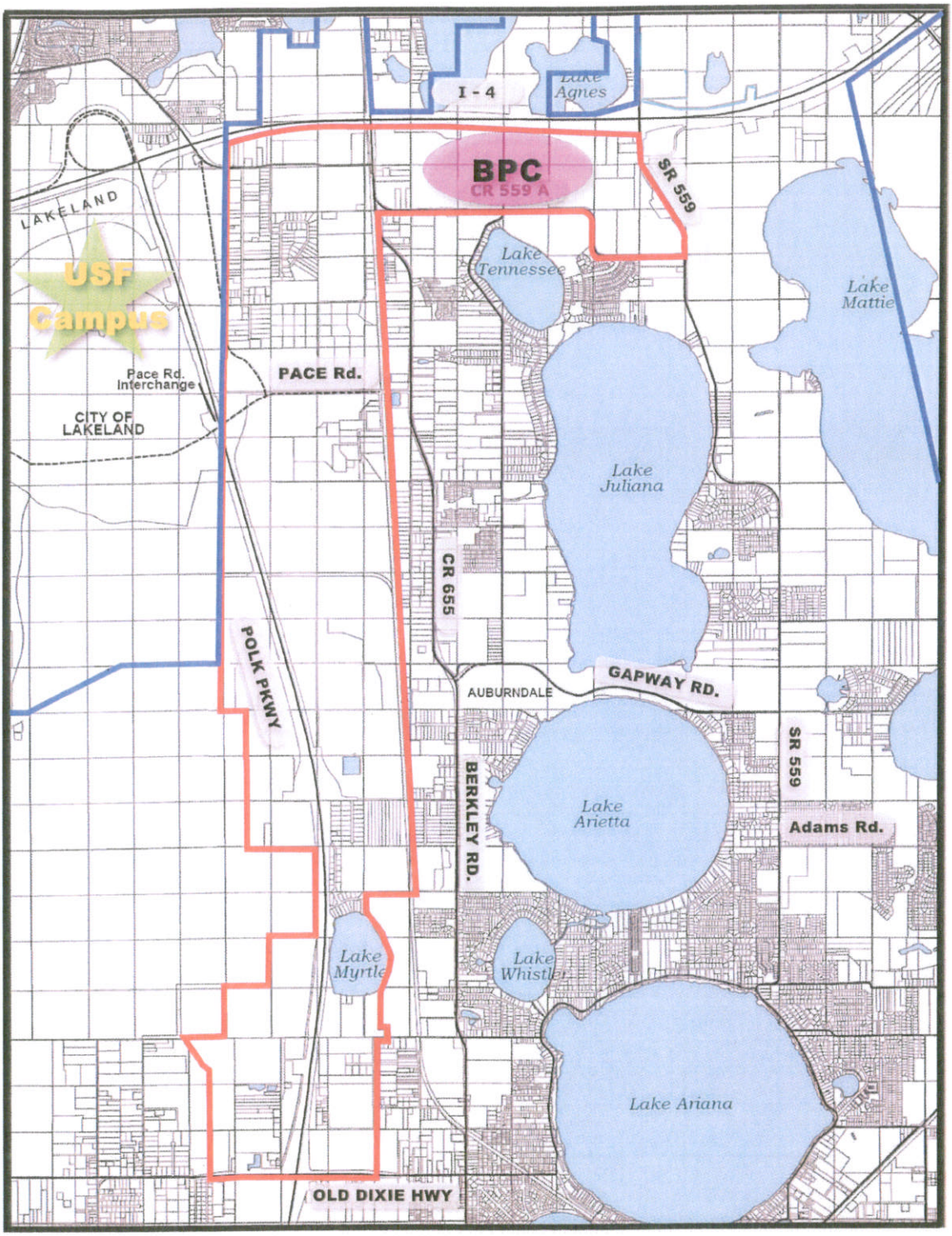
N

0 0.45 0.9 Miles

LEGEND

- JPA Boundary
- Polk Commerce Centre CRA Boundary

prepared for City of Auburndale by CFRPC



Note: CRA boundary for reference only and is not intended to be binding on the parties to this Agreement.

Exhibit F
BUSINESS PARK CENTER
Joint Planning Area

City of Auburndale - Polk County JPA

N

0 0.45 0.9 Miles

LEGEND

- JPA Boundary
- Polk Commerce Centre CRA Boundary

prepared for City of Auburndale by CFRPC

STATE OF FLORIDA)
)
COUNTY OF POLK)

I, Richard M. Weiss, Clerk of the Circuit Court of Polk County, Florida, hereby certify that attached is a Joint Planning Area Interlocal Agreement with the City of Auburndale. This Interlocal Agreement was approved by the Polk County Board of County Commissioners on October 7, 2009, and was filed in this office on the 20th day of October 2009.

WITNESS my hand and official seal on this October 20, 2009.

RICHARD M. WEISS
Clerk of Circuit Court

By: _____
Deputy Clerk

FILED - GENERAL
POLK COUNTY CLERK
CIRCUIT COURT CIVIL
2009 OCT 20 PM 2:39

City of Auburndale
Auburndale, Florida 33823

#1 Bobby Green Plaza
Community Development

P. O. Box 186
Phone (863) 965-5530
Fax (863) 965-5507

October 16, 2025

Mr. Robert Bolton
Planner III, Land Development
Polk County Board of County Commissioners
330 W Church St, Bartow, FL 33830

SUBJECT: LETTER OF OPPOSITION FOR LDCT-2025-19 and LDCPAS-2025-17

Dear Mr. Bolton,

The City of Auburndale would like to express concern regarding LDCT-2025-19 Text Amendment and LDCPAS-2025-17 Comprehensive Plan Amendment. The location of the subject site is a gateway of the Central Florida Innovation District, within the Auburndale Joint Planning Area (JPA) and serviced by the City of Auburndale utilities. The property is contagious to city limits to the east and could annex into the City of Auburndale.

The property has Single Family Residential-1 (RS-1) zoning and Low-Density Future Land Use within the City of Auburndale to the east. Unincorporated Polk County Residential Future Land Use also surrounds this property to the north, south and west as seen on exhibit maps. North and south of the subject site is Residential Low Future Land Use which is comparable to the City of Auburndale's Low-Density Future Land Use. While some of the subject site does have Polk County Residential Low-4 Future Land Use, the properties have developed with one dwelling unit per half acre to one acre and would not be considered compatible to the intensities allowed within the requested Neighborhood Activity Center Future Land Use. The Polk County Comprehensive Plan lists the following policies on compatibility that should be taken into consideration with the requested amendments.

> 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 intensity of a Neighborhood Activity Center Future Land Use would not be considered compatible with the current established residential development surrounding the property. If commercial is considered for the subject site, it should mirror the same conditions for the entire subject site for Block A, B and C listed in the staff report "conditions." The closest Neighborhood Activity Center is approximately two miles to the south. However, within the City of Auburndale a commercial Village Center is approximately 0.39 miles to the northeast. Village Center Zoning allows for

mixed use commercial such as retail, restaurants, personal services, and office space. Polk County Comprehensive Plan POLICY 2.110-D3, states that there should be a minimum travel distance of two miles from one Neighborhood Activity Center (NAC) and the center of any other Neighborhood Activity Center. While the subject site meets the distance criteria for Polk County Future Land Use, it is less than 1.71 +/- miles north of Neighborhood Activity Center Future Land Use within the City of Auburndale which is comparable in permitted uses.

In 2019, Polk County with the City of Lakeland, City of Auburndale and Central Florida Development Council signed a Memorandum of Understanding establishing the Central Florida Innovation District. The City of Auburndale adopted Land Development Regulations in May of 2024 (Ordinance #1770) creating a special overlay district. The subject site is noted in Section 15.608 as a "Gateway" for the Innovation District. Within this special overlay district is sign standards, per Sec. 15. 606.11, stating monument signs shall be consistent with the design, character, materials, and finishes used on the Florida Polytechnic University and SunTrax monument signs. Regulations, per Sec. 15. 606.6, a, b, also outline Type C landscaping and solid walls to minimize the impact of nonresidential development on any abutting residential district.

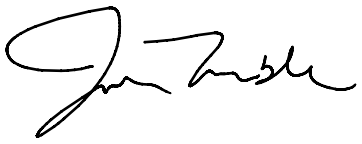
Should Polk County adopt LDCT-2025-19 and LDCPAS-2025-17, the City would ask that the following conditions be placed on the subject site:

1. Type C landscaping, sign standards to imitate Florida Polytechnic University and SunTrax monument signs.
2. a solid 6-foot masonry wall required on the northern and west property lines.
3. outdoor storage be prohibited to help the impact of nonresidential development abutting the established residential district.
4. require the same prohibited uses for Block A as listed in the staff report for Block B and C.

Due to the concern with compatibility and location, consideration should be given to accommodate compatible uses and transitional zoning to the surrounding residential. The City has provided Polk County staff with current City Zoning and Future Land Use Maps and City of Auburndale Ordinance #1770.

Please accept our objection to LDCT-2025-19 and LDCPAS-2025-17, based on the above information and enter it into the record with staff reporting.

Sincerely,



Julie Womble, M.A.
Community Development Director
City of Auburndale

ORDINANCE NO. 1770

AN ORDINANCE OF THE CITY OF AUBURNDALE, FLORIDA, AMENDING ORDINANCE NO. 764, THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF AUBURNDALE, FLORIDA, BY AMENDING CHAPTER 15 SPECIAL OVERLAY DISTRICTS; ESTABLISHING ARTICLE 5 REGARDING THE CENTRAL FLORIDA INNOVATION DISTRICT AND DETAILING DEVELOPMENT GUIDELINES AND STANDARDS FOR THE CENTRAL FLORIDA INNOVATION DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, requires the City Commission of the City of Auburndale, Florida, to prepare and enforce Land Development Regulations for implementation of the adopted Comprehensive Plan;

WHEREAS, the City Commission adopted Ordinance No. 764, the Land Development Regulations to implement the adopted Auburndale Comprehensive Plan;

WHEREAS, the adopted Auburndale Land Development Regulations contain Chapter 15, Special Overlay Districts

WHEREAS, the Auburndale Planning Commission, at an advertised Public Hearing, has reviewed, heard public input and recommended that the City Commission amend this Chapter of the Land Development Regulations;

WHEREAS, the Auburndale City Commission has held Public Hearings concerning the proposed amendment and has an affirmative vote of the City Commission on said amendment; and

WHEREAS, the City of Auburndale, Polk County Board of County Commissioners, the City of Lakeland and the Central Florida Development Council entered into a Memorandum of Understanding relating to the Central Florida Innovation District on September 17, 2019; and

WHEREAS, in exercise of its authority, the City Commission of the City of Auburndale, Florida has determined it necessary and desirable to amend the certain sections contained in the Land Development Regulations and adopted by Ordinance No. 764, consistent with the public interest within Auburndale, Florida.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF AUBURNDALE, FLORIDA:

SECTION 1. RECITALS. The above recitals are hereby incorporated as the factual basis for the adoption of this Ordinance.

SECTION 2. Chapter 15, Article 5 of the City of Auburndale Land Development Regulations is hereby adopted as follows on Exhibit "A" attached hereto and hereby incorporated by reference.

SECTION 3. SEVERABILITY. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 4. COPY OF ORDINANCE ON FILE. A copy of this Ordinance shall be kept on file in the office of the Auburndale City Clerk.

SECTION 5. CONFLICTS WITH OTHER ORDINANCES. That portion of any Ordinance which may be in conflict with this Ordinance is hereby repealed with the adoption of this Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately following the second reading of the Ordinance.

INTRODUCED FOR CONSIDERATION ON FIRST READING by the City Commission of the City of Auburndale, Florida, meeting in Regular Session this 6th day of May, 2024.

CITY COMMISSION
OF AUBURNDALE, FLORIDA

By:_____
Dorothea Taylor Bogert, Mayor

ATTEST:

By:_____
Brandon Henry, City Clerk

LEGAL IN FORM AND VALID IF ENACTED

By:_____
Frederick J. Murphy, Jr., City Attorney

PASSED AND DULY ADOPTED ON SECOND AND FINAL READING by the City Commission of the City of Auburndale, Florida, meeting in Regular Session this 20th day of May, 2024.

CITY COMMISSION
OF AUBURNDALE, FLORIDA

By:_____
Dorothea Taylor Bogert, Mayor

ATTEST:

By:_____
Brandon Henry, City Clerk

CHAPTER 15

ARTICLE 5: THE CENTRAL FLORIDA INNOVATION DISTRICT

PART 1. – THE CENTRAL FLORIDA INNOVATION DISTRICT ESTABLISHED, INTRODUCTION AND PURPOSE

Sec. 15.600. - Title

Chapter 15, Article 5 shall be entitled "The Central Florida Innovation District" and is part of the City of Auburndale's "Land Development Regulations".

Sec. 15.601. - Relationship to the Comprehensive Plan.

The regulations and requirements herein set forth have been established in accordance with the City of Auburndale Comprehensive Plan.

Sec. 15.602. - Purpose.

The purpose of these zoning and design guidelines and standards is to create a planned and balanced "District" focusing on innovation. Further, it is the intent of these standards to provide for collaborative development that provides space for the targeted industries of the Central Florida Innovation District.

The City identified The Central Florida Innovation District as an area that provides specific opportunities for targeted economic development. The District focuses on retaining talent from Polk County's higher learning institutions, cultivates a sense of place and innovation, maximizes buildable space, provides a mix of uses where one does not dominate the other and offers opportunities for cutting-edge technology being developed at Florida Polytechnic University and SunTrax, the Florida Department of Transportation's testing facility along the Polk Parkway.

An Innovation District is an environment that allows for an integrated mix of related activities within an understandable, coordinated place. The Central Florida Innovation District has a common mission, which includes but is not limited to:

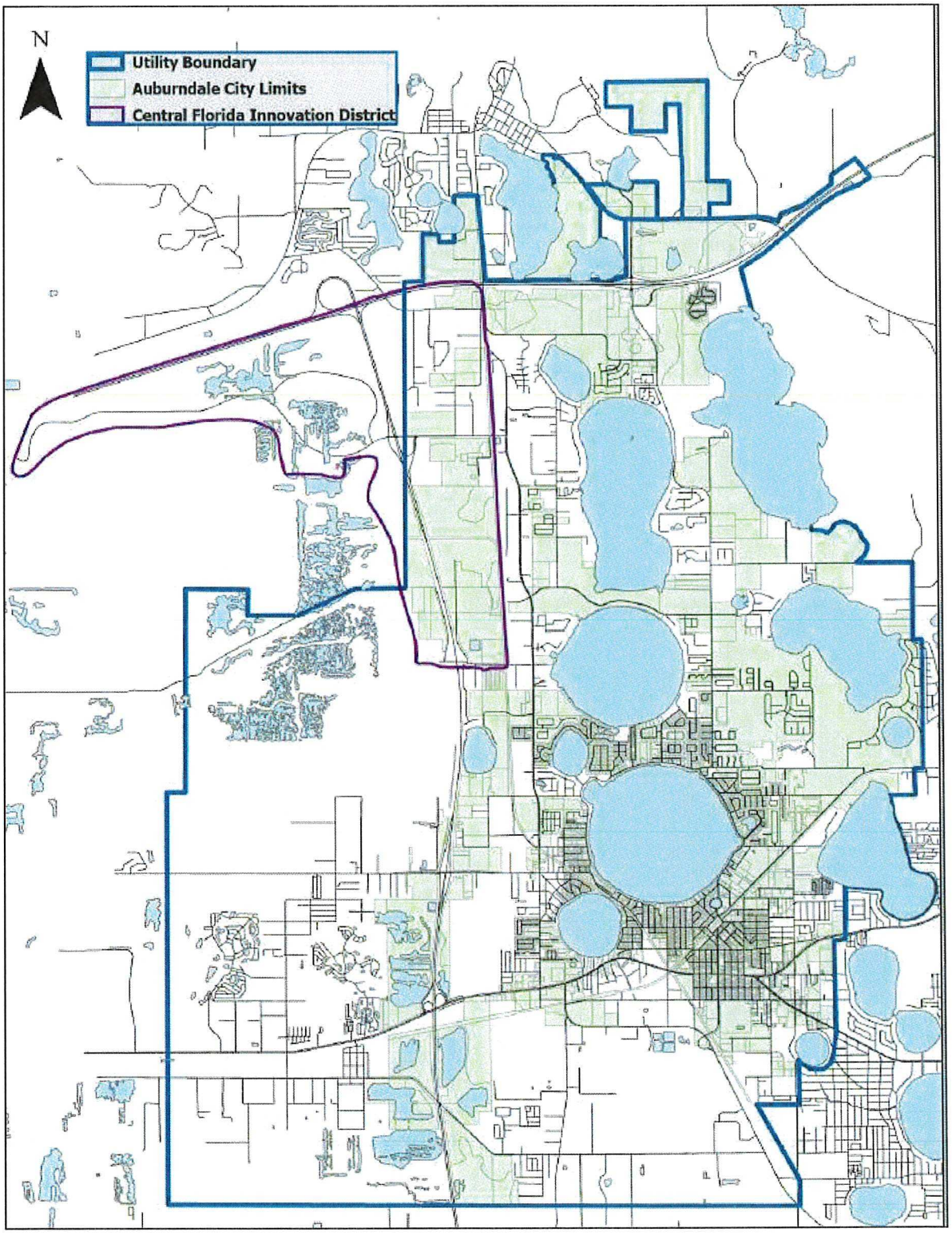
- Shared Ideas and Vision for the District.
- Mutual Economic Benefits for the City of Auburndale, City of Lakeland, and Polk County.
- Provide communication and collaboration between the City of Auburndale, City of Lakeland, and Polk County.
- Coordinated support of services for the District.

Sec. 15.603. - Where These Standards Apply.

Consistent with the City of Auburndale's Comprehensive Plan, the Central Florida Innovation District allows the use of underlying zoning district standards (Chapters 5 and 6). However, property anywhere within the District boundary area, and within the utility boundary service area of the City of Auburndale, is encouraged to develop in accordance with the planning principles contained within this Article through annexation, the establishment of zoning and/or rezoning. The remainder of this Article assumes that the property owner/developer has chosen, or is otherwise required, to develop consistent with the Central Florida Innovation District established and outlined within this Article and within the utility boundary service area of the City of Auburndale.

Map 15.4

The Central Florida Innovation District Boundary – General Overlay Area



Sec. 15.604. – Vision and Planning Principles.

The vision for the Central Florida Innovation District provides economic guidance for targeted industries and development within the District. The target industries include:

- Research and Development
- Health Tech
- Information Sciences and Engineering
- Advanced Manufacturing
- Mobility and Innovation

Development within the Central Florida Innovation District planning area shall encourage and incorporate land use techniques and principles which support and ensure:

- Compact urban design which encourages pedestrian activity and minimizes impacts on the natural environment.
- Mixed and multi-use use integrated development providing employment opportunities within targeted industries listed in the vision of the District.

Sec. 15.605. Administration and Enforcement.

Sec. 15.605.1. Applicability and Effective Date.

Commencing on the date of the adoption of the Central Florida Innovation District (Insert Date), these provisions shall apply to development of all land therein whether publicly or privately held. No development shall be undertaken without prior authorization in accordance with standards and or guidelines applicable to the Central Florida Innovation District. Any building, structure, or parking area that lawfully exists at the time the Central Florida Innovation District is enacted, which would not otherwise be permitted under the Central Florida Innovation District, may be continued in the same manner as it existed before the effective date of the Central Florida Innovation District. Any future considerations, additions, reconstruction, or renovation shall be subject to the requirements of standards and guidelines for the Central Florida Innovation District.

The Central Florida Innovation District standards apply to the following:

- All new construction of buildings or structures.
- All exterior building improvements requiring a building permit.
- All new or reconstructed parking areas.

Sec. 15.605.2. Compliance with the JPA Overlay District Standards.

All development within the Central Florida Innovation District shall also meet requirements outlined in Chapter 15, Special Overlay District, Article 3.

Sec. 15.606. Design Standards.

The following design standards are applicable to all development within the Central Florida Innovation District established herein.

1. Docks:
    a. Warehouse dock doors, loading areas, and truck drive aisles must be located on the opposite side of the building from the nearest sensitive receptors such as residential areas.
    b. Screening warehouse site perimeter and onsite areas with significant truck traffic (e.g., dock doors and drive aisles) by creating physical, structural, and vegetative buffers that prevent or substantially reduce pollutant and noise dispersion from the facility to sensitive receptors.

2. Truck courts must be internal.

3. Building Size –maximum 200,000 square feet.

4. Depth - does not exceed 200 feet.

5. Truck routing:

    A truck routing plan is required - Examples of measures to mitigate traffic impacts include but are not limited to:
    a. Preventing truck queuing spillover onto surrounding streets by positioning entry gates.
    b. Posting signs clearly showing the designated entry and exit points from the public street for trucks and service vehicles.
    c. Including signs and drive aisle pavement markings that clearly identify onsite circulation patterns to minimize unnecessary onsite vehicle travel.
    d. Posting signs indicating that all parking and maintenance of trucks must be conducted within designated on-site areas and not within the surrounding community or public streets.
    e. Requiring preparation and approval of a truck routing plan, prior to site plan approval, describing the facility's hours of operation, types of items to be stored, and truck routing to and from the facility to designated truck routes that avoids passing sensitive receptors. The plan should include measures for preventing truck queuing, circling, stopping, and parking on public streets, such as signage, pavement markings, and queuing analysis and enforcement. The plan should hold facility operators responsible for violations of the truck routing plan, and a revised plan should be required from any new tenant that occupies the property before a business license and/or its functional equivalent is issued. The approving agency should retain discretion to determine if changes to the plan are necessary, including any additional measures to alleviate truck routing and parking issues that may arise during the life of the facility.
    f. Internally Implementing traffic control and safety measures, such as speed bumps, speed limits, or new traffic signs or signals.

6. Buffer, Landscaping and Walls:
    a. A Type C buffer shall be provided between all commercial development abutting residential districts.
    b. A solid wall, a minimum of 6 feet in height, shall be provided to minimize the impact of non-residential development on any abutting residential district.
    c. The Administrative Official may also require additional appropriate fences, solid walls and vegetative screening between mixed use development that includes residential.
    d. Industrial and manufacturing uses require a type C Buffer and landscaping.

e. For commercial development berms, Type C landscaping and solid walls may be required by the Administrative Official to mitigate against intense visual impacts, noise, traffic or parking.
f. Property owners and successors in interest are required to maintain onsite trees and vegetation for the duration of ownership, including replacing any dead or unhealthy trees and vegetation.

7. All access points shall have at a minimum 50 feet of road frontage and be located at a minimum on an Urban collector or Rural Major collector road or better unless contained within a planned industrial park with access to an Urban collector or Rural Major collector road or better.

8. Manufacturing must be enclosed within the building's walls.

9. Percentage of distribution use: The Central Florida Innovation District does not permit warehouses, logistics and or distribution as the primary use, after the adoption date of this Article, within the Central Innovation District boundaries located within the City limits of Auburndale.

10. Architecture/color standards: Colors. Neutral colors are encouraged. Architectural standards outlined in Chapter 15, Special Overlay District, Article 3 also apply.

11. Signage:

a. Monument signs shall be consistent with the design, character, materials, and finishes used on the Florida Polytechnic University and SunTrax monument signs and approved by the City of Auburndale before installation.

b. Sign standards outlined in Chapter 15, Special Overlay District, Article 3 also apply.

Sec. 15.607. Prohibited Uses.

1. Cross docks.
2. Docks located in the front of the building.
3. Buildings over 200,000 square feet.
4. Outdoor storage.
5. No activity shall be conducted that produces noise, odors, dust, fumes, fire hazard, or other nuisance beyond the property lines.
6. Medium and Heavy Manufacturing.

Sec. 15.608. Gateways.

Gateways for the Central Florida Innovation District have been identified in Map 15.4. The gateways are entrance corridors into the Central Florida Innovation District and located around the crossroads of the following intersections:

a. Braddock Road and Berkley Road
b. Pace Road and Berkley Road
c. Polk Parkway and Pace Road
d. Polk Parkway and Braddock Road

PUBLIC RESPONSE RECORD

OPPOSITION

CASE # LDCPAS-2025-17V LDCT-2025-19 HEARING DATE 11/5/2025

1. NAME Linda Sorrells ADDRESS _____

REASON Call in opposition

PHONE CALL (X) 863 513 4424 LETTER ( ) PETITION ( )

2. NAME _____ ADDRESS _____

REASON _____

PHONE CALL ( ) LETTER ( ) PETITION ( )

3. NAME _____ ADDRESS _____

REASON _____

PHONE CALL ( ) LETTER ( ) PETITION ( )

4. NAME _____ ADDRESS _____

REASON _____

PHONE CALL ( ) LETTER ( ) PETITION ( )

5. NAME _____ ADDRESS _____

REASON _____

PHONE CALL ( ) LETTER ( ) PETITION ( )

TOTAL RESPONSES

PHONE CALLS _____

LETTERS _____

PETITION _____

(1)

November 3, 2025

Dear Planning Commission Member,

I would like to express my strong opposition to any commercial development of the property at the corner of Berkley Road and Braddock Road. (LDCPAS-2025-17)

First of all, there is no need for anything commercial. From Braddock Road south it is 1.3 miles to Denton Avenue where there is a Dollar General, a gas station with a convenience store, a proposed lawyers office, and a proposed commercial enclave.
Just 2 miles south of Braddock is Old Dixie Highway where there is a Family Dollar, another gas station, a market, a convenience store, a laundromat, and Peebles Barbecue around the corner.
From Braddock, it is 3.2 miles to US 92 where there is a whole host of commercial establishments including a dental clinic, Walmart, Lowe's, 2 gas stations, a convenience store, several fast-food restaurants, 2 sit down restaurants, Aldis, a bank, an auto parts store, plus many others. The area North of Braddock is mixed residential, agricultural, and wooded land all the way to Pace Road. ***However, there are NO commercial businesses in that stretch.*** From Braddock, it is 5.2 miles to the Publix shopping center via Fred Jones and William Van Fleet roads. There you'll find 3 restaurants, a fast-food restaurant, UPS, and another dental clinic. Certainly, we have easy access to all the commercial products and services that the people who live in this area need.

Next, I believe the current zoning is RL and is sandwiched between RL to the North and RL to the South. Under those circumstances, how is it responsible or ethical to change it to NAC which is essentially commercial?

When I moved here 43 years ago, Berkley Road was a 2 Lane Country Rd. with Orange Groves and cattle. From Denton to Pace there were a few residential subdivisions: Somerset, Arietta Shores, Grimes Woods. and the group of houses on Keith Court. Then came the gas station, the Dollar General, 4 Lanes, and the Sports complex. In recent years the number of housing developments has exploded: Berkley Pointe, Oak Crossing, Heather Heights, the Enclave at Lake Myrtle, the Enclave at Lake Arietta, and Auburn Reserve. The area from Denton to Pace Road is almost entirely residential. You (Polk County) and the City of Auburndale have aided and approved this stretch of Berkley Road to be residential. People choose to live here rather than in the city. Why would you betray all of these residents by approving a commercial development in the midst of what's left of their peace and tranquility? I thought we were all against urban sprawl! So many recent decisions have had a negative impact on our quality of life, for example the 18 wheelers that crowd our road. PLEASE don't further destroy this beautiful area by approving a commercial development at Berkley and Braddock. That property should be developed into houses in keeping with the surrounding area.

Thank you for your time.

Sincerely,
Kay Waterman
126 Arietta Shores Drive

(2)

City of Auburndale
Auburndale, Florida 33823

#1 Bobby Green Plaza
Community Development

P. O. Box 186
Phone (863) 965-5530
Fax (863) 965-5507

October 16, 2025

Mr. Robert Bolton
Planner III, Land Development
Polk County Board of County Commissioners
330 W Church St, Bartow, FL 33830

SUBJECT: LETTER OF OPPOSITION FOR LDCT-2025-19 and LDCPAS-2025-17

Dear Mr. Bolton,

The City of Auburndale would like to express concern regarding LDCT-2025-19 Text Amendment and LDCPAS-2025-17 Comprehensive Plan Amendment. The location of the subject site is a gateway of the Central Florida Innovation District, within the Auburndale Joint Planning Area (JPA) and serviced by the City of Auburndale utilities. The property is contagious to city limits to the east and could annex into the City of Auburndale.

The property has Single Family Residential-1 (RS-1) zoning and Low-Density Future Land Use within the City of Auburndale to the east. Unincorporated Polk County Residential Future Land Use also surrounds this property to the north, south and west as seen on exhibit maps. North and south of the subject site is Residential Low Future Land Use which is comparable to the City of Auburndale's Low-Density Future Land Use. While some of the subject site does have Polk County Residential Low-4 Future Land Use, the properties have developed with one dwelling unit per half acre to one acre and would not be considered compatible to the intensities allowed within the requested Neighborhood Activity Center Future Land Use. The Polk County Comprehensive Plan lists the following policies on compatibility that should be taken into consideration with the requested amendments.

> 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 intensity of a Neighborhood Activity Center Future Land Use would not be considered compatible with the current established residential development surrounding the property. If commercial is considered for the subject site, it should mirror the same conditions for the entire subject site for Block A, B and C listed in the staff report "conditions." The closest Neighborhood Activity Center is approximately two miles to the south. However, within the City of Auburndale a commercial Village Center is approximately 0.39 miles to the northeast. Village Center Zoning allows for

mixed use commercial such as retail, restaurants, personal services, and office space. Polk County Comprehensive Plan POLICY 2.110-D3, states that there should be a minimum travel distance of two miles from one Neighborhood Activity Center (NAC) and the center of any other Neighborhood Activity Center. While the subject site meets the distance criteria for Polk County Future Land Use, it is less than 1.71 +/- miles north of Neighborhood Activity Center Future Land Use within the City of Auburndale which is comparable in permitted uses.

In 2019, Polk County with the City of Lakeland, City of Auburndale and Central Florida Development Council signed a Memorandum of Understanding establishing the Central Florida Innovation District. The City of Auburndale adopted Land Development Regulations in May of 2024 (Ordinance #1770) creating a special overlay district. The subject site is noted in Section 15.608 as a "Gateway" for the Innovation District. Within this special overlay district is sign standards, per Sec. 15. 606.11, stating monument signs shall be consistent with the design, character, materials, and finishes used on the Florida Polytechnic University and SunTrax monument signs. Regulations, per Sec. 15. 606.6, a, b, also outline Type C landscaping and solid walls to minimize the impact of nonresidential development on any abutting residential district.

Should Polk County adopt LDCT-2025-19 and LDCPAS-2025-17, the City would ask that the following conditions be placed on the subject site:

1. Type C landscaping, sign standards to imitate Florida Polytechnic University and SunTrax monument signs.
2. a solid 6-foot masonry wall required on the northern and west property lines.
3. outdoor storage be prohibited to help the impact of nonresidential development abutting the established residential district.
4. require the same prohibited uses for Block A as listed in the staff report for Block B and C.

Due to the concern with compatibility and location, consideration should be given to accommodate compatible uses and transitional zoning to the surrounding residential. The City has provided Polk County staff with current City Zoning and Future Land Use Maps and City of Auburndale Ordinance #1770.

Please accept our objection to LDCT-2025-19 and LDCPAS-2025-17, based on the above information and enter it into the record with staff reporting.

Sincerely,

Julie Womble, M.A.
Community Development Director
City of Auburndale

ROBERT L. BOLTON

Phone: (863) 534-6468
RobertBolton@polk-county.net

P.O. Box 9005, Drawer 9005
Bartow, Fl 33831

EDUCATION

BS Florida Southern College — May 1989
B.S. Finance

EMPLOYMENT

Planner III, Polk County Land Development	2022 to present
Associate Advisor, SVN | Saunders Ralston Dantzler	2021 to 2023
Commercial Property Appraiser, Polk County Property Appraiser	2015 to 2021
Commercial Property Appraiser, Mancuso Appraisal Services	2007 to 2015
CFO, ProCoat Restoration, Inc.	2002 to 2007
CFO, VisionWorks of Central Florida, Inc.	2000 to 2002
Partner, Royal Homes, Inc., Imperial Homes, Inc., Premier Homes, Inc.	1995 to 2000

COMMITTEE'S AND TEAM'S

Polk County Sidewalk Advisory Committee
Safe Streets and Roads for All (SS4A) Project Team
Citrus Connection's Transit Development Plan (TDP) Major Update Project Review Team

PROFESSIONAL LICENSING

Florida State-Certified General Real Estate Appraiser RZ3440

COMPUTER SKILLS

MS Word, Excel, Power Point, ArcGIS, Accela, Minute Traq, Legistar, ESRI Data Viewers

Polk County

Board of County Commissioners

Agenda Item O.5. 12/16/2025

SUBJECT

Public Hearing (LDCT-2025-19 Berkley & Braddock Text Amendment) (Adoption Hearing) to amend Appendix E, Section E105, Parcel Specific Comprehensive Plan Amendments with Conditions on property subject to the Small Scale Comprehensive Plan Map and Text Amendment (LDCPAS-2025-17) from Residential Low (RL) to Neighborhood Activity Center (NAC) on 7.95 +/- acres with a Comprehensive Plan Text Amendment to Section 2.135 Parcel Specific Future Land Use Map Amendment with Conditions to reference the subject site has development conditions. (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated request for an LDC text amendment to Appendix E, Section E105, Parcel Specific Comprehensive Plan Amendments with Conditions limiting allowable uses within the NAC, providing for development block and increased buffering requirements on property subject to LDCPAS-2025-25. State law requires one Planning Commission hearing, which was held on November 5, 2025, with a recommendation for approval by a 6/1 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.

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Robert Bolton, Planner III
Land Development Division
863-534-6468
robertbolton@polk-county.net

POLK COUNTY DEVELOPMENT REVIEW COMMITTEE STAFF REPORT

DRC Date:	June 6, 2025
Planning Commission Date:	November 5, 2025
BoCC Dates:	1st Reading: December 2, 2025; Adoption: December 16, 2025
Applicant:	Bart Allen, Peterson & Myers
Level of Review:	Level 4 Review, Comprehensive Plan Map Amendment
Case Number and Name:	LDCT-2025-19; Berkley & Braddock LDC Text Amendment
Request:	A Land Development Code Text Amendment (LDCT-2025-19) to Appendix E adding conditions of development and limiting allowable uses within the NAC and increased buffering requirements on property subject to the Small Scale Comprehensive Plan Map and Text Amendment (LSCPAS-2025-17) from Residential Low (RL) to Neighborhood Activity Center (NAC) with a Comprehensive Plan Text Amendment to Section 2.135 Parcel Specific Future Land Use Map Amendment with Conditions to reference the subject site has development conditions.
Location:	East of the Polk Parkway (SR 570), north side of Braddock Road, west side of Berkley Road (SR 655), south of Gapway Road and adjacent to the city of Auburndale to the east, with Auburndale in close proximity to the north, west and south in Section 28, Township 27, Range 25.
Property Owner:	J Everett Allen & Sons Inc
Parcel Size:	±7.95 acres (252728-000000-043020, -043180, -043190, -043200, -043210, -043230, -043230, -043240)
Development Area/Overlays:	Urban Growth Area (UGA) and Auburndale Joint Planning Area (JPA)
Future Land Use:	Residential Low (RL)
Nearest Municipality	Auburndale
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (6:1)
Florida Commerce:	N/A
Case Planner:	Robert Bolton, Planner III

Location

Current Future Land Use

Summary of Analysis

This is an applicant request for a Small Scale Comprehensive Plan Amendment LDCPAL-2025-17) to change the Future Land Use Designation from Residential Low (RL) in the Urban Growth Area (UGA) and Auburndale Joint Planning Area (JPA) to Neighborhood Activity Center (NAC) on 7.95+/- acres. The applicant has a related request for a Land Development Code (LDC) Text Amendment (LDCT-2025-19) to add development restrictions and limitations to the allowable uses as shown in Table 2.1 of the LDC. The site is located in the Urban Growth Area (UGA) and Auburndale Joint Planning Area (JPA) located on the north side of Braddock Road, west side of Berkley Road (SR 655), south of Gapway Road and adjacent to the city of Auburndale to the east, with Auburndale in close proximity to the north, west and south in Section 28, Township 27, Range 25.

Compatibility Summary

The proposed land use change is compatible with the growth that has occurred in this area. The subject site is located within the Urban Growth Area (UGA) and Auburndale Joint Planning Area (JPA), at the intersection for two (2) Urban Collector roads with full public services. The JPA provided for the establishment of a Joint Planning Area as a "guide" to illustrate the desired development patterns within the boundary. Since approval of the JPA the boundary has experienced annexations as well as a new amendment to the City of Auburndale's Land Development Regulations Chapter 15 providing for a Special Overlay District for The Central Florida Innovation District, which the subject site is not included within. The subject currently has Land Use designation of RL. The adjacent Land Use designations to the subject site are also residential. However, the surrounding other uses within approximately ½ mile include the City of Auburndale's Youth Baseball Complex, Polk County's Lake Myrtle Sports Park, TECO Auburndale Trail and the SunTrax facility. The Urban Growth Area (UGA) is meant to be an area where the availability of infrastructure and other community facilities and services, promotes and supports the location of higher density and intensity development. The proposed NAC will provide needed non-residential support to an area with land uses that vary from residential to recreational to employment center. The request is considered to be compatible and consistent with the surrounding area.

Infrastructure and Urban Services Summary

The proposed CPA is not anticipated to degrade the Level-of-service (LOS) standard for transportation, the locally zoned schools, fire, EMS and sheriff public safety resources. Braddock Road was rebuilt and realigned from a 2-lane Local Road to a 4-lane divided Urban Collector Road and was completed in June of 2024. As part of the reconstruction of Braddock Road a new interchange was created with SR 570 (Polk Parkway), providing improved access to the SunTrax facility on the north side of Braddock Road. Braddock Road is currently being reviewed for Available Peak Hour Capacity as well as Level of Service. The subject site will be connected to the City of Auburndale's water and wastewater. The City of Auburndale reports that there are no capacity issues for potable water; however, they have halted taking new flows to the sanitary system in this area until sewer improvement projects have been completed. There are no wells on the subject site.

Environmental Conditions Summary

The proposed request is not anticipated to have a negative impact upon the environmental features present on site. However, the subject site is not located within the one-mile radius of a protected animal and plant species sighting and has no surface water, wetlands or flood zones. The project

site is not located within an Airport Impact District and is not associated with any historical or archeological sites.

The subject site is not located within an airport height notification zone, there are no historical or archeological resources, and there are no indicated protected species. The subject site has no surface water, wetlands or flood zones, the soils are not of a problematic type.

Comprehensive Plan Policies Considered

- Section 2.102 – General Growth Management policies
- Section 2.105 – Urban Growth Areas (UGA) policies
- Section 2.110-D – Neighborhood Activity Center policies

Findings of Fact

Request and Legal Status

- This is an applicant-initiated request to change the Future Land Use (FLU) designation from Residential Low (RL) to Neighborhood Activity Center (NAC) in the Urban Growth Area (UGA) and a Comprehensive Plan Text Amendment to Section 2.135 Parcel Specific Future Land Use Map Amendment with Conditions.

- LDCT-2025-19 is an applicant-initiated request to add parcel specific development restrictions to the site and limit specific allowable uses within the proposed Neighborhood Activity Center as shown in Table 2.1 of the Land Development Code (LDC) and to provide enhanced buffers.

- The subject site is located on the north side of Braddock Road, west side of Berkley Road (SR 655), with the RL Future Land Use district comprising the site and is located in the UGA.

- The subject site is located within the Urban Growth Area (UGA) and Auburndale Joint Planning Area (JPA). The JPA provided for the establishment of a Joint Planning Area as a "guide" to illustrate the desired development patterns within the boundary.

- The JPA provided for the establishment of a Joint Planning Area as a "guide" to illustrate the desired development patterns within the boundary. (See separate Attachment)

- Since approval of the JPA the boundary has experienced annexations as well as a new amendment to the City of Auburndale's Land Development Regulations Chapter 15 providing for a Special Overlay District for The Central Florida Innovation Distrct, which the subject site is not included within.

- The proposed FLU change totals approximately 7.95+/- acres. The subject site is located east of the Polk Parkway (SR 570), north side of Braddock Road, west side of Berkley Road (SR 655), south of Gapway Road and adjacent to the city of Auburndale to the east, with Auburndale in close proximity to the north, west and south in Section 28, Township 27, Range 25.

- Within the City of Auburndale there are two Convenience Center Land Use districts approximately 1/3 mile south of the subject site. The Convenience Center on the west side of Berkley Road is associated with the Lake Myrtle Sports Complex and is owned by Polk County. The Convenience Center on the east side of Berkley Road is located within currently developing residential development Summer Lake Estates, as residential homes

- Approximately 1/3 of a mile north of the site at the southeastern corner of Berkley Road (SR 655) and Gapway Road, the City of Auburndale has designated the property as Village Center (VC). The Village Center, is a Zoning category and not a Land Use and having different characteristics form the Neighborhood Activity Center (NAC).

- The site is located within the Joint Planning Area Interlocal Agreement Between The City of Auburndale and Polk County. Provided under separate attachment.

Compatibility

- The subject's surrounding uses are as follows:
  - North of the subject site is Residential Low (RL) with residential development typically 1 acre or larger.
  - East of the subject site is the City of Auburndale residential development.
  - South of the subject site is Residential Low (RL) with residential development typically 1 acre or larger.
  - West of the subject site is Residential Low (RL) with residential development typically 1 acre or larger.

- Much of the area has Future Land Uses of a residential nature, whether in the county or city. However, in the greater surrounding area includes the Lake Myrtle Sports Park, Auburndale Youth Baseball Complex, TECO Auburndale Tral and the SunTrax facility.

- Approximately 1/3 of a mile north of the site at the southeastern corner of Berkley Road (SR 655) and Gapway Road, the City of Auburndale has designated the property as Village Center (VC). The Village Center, is a Zoning category and not a Land Use and having different characteristics form the Neighborhood Activity Center (NAC). The City of Auburndale's Village Center zoning's emphasis is on higher density residential being integrated, as well as urban design characteristics and gathering place design and prohibits gas stations.

- The subject site meets the population support criteria of 5,000 people within a 1½-mile radius as well as the 10,000 people within a 2-mile radius (based on a 12.4 square mile area) compensating for undevelopable areas (water and state park), Exhibit 9.

- The subject site is located within the Urban Growth Area (UGA) and Auburndale Joint Planning Area (JPA). The JPA provided for the establishment of a Joint Planning Area as a "guide" to illustrate the desired development patterns within the boundary.

- The site is at the intersection for two (2) Urban Collector roads with full public services.

- The proposed NAC will provide needed non-residential support to an area with land uses that vary from residential to recreational to employment center.

Infrastructure

- The zoned schools for the site are Lena Vista Elementary, JL Stambaugh Middle School, and Tenoroc High School.

- First responder Fire response Auburndale Fire Dept, 100 Ariana Ave, Auburndale with a travel distance of 5.6+/- miles. First responder EMS response will be from Polk County Fire Rescue Station 7, 200 Commonwealth Ave N SW, Polk City with a travel distance of 5.6+/- miles.

- The subject site is within the Central District Commend Area for the Sheriff's office which is located at 3635 Avenue G N.W., Winter Haven.

- The subject site is within the City of Auburndale's Utility Service Area for potable water and wastewater.

- The site is located at the northwest quadrant of Braddock Road and Berkley Road (SR 559). Berkley Road (SR559) is a 4-lane divided roadway and Braddock Road was rebuilt and realigned from a 2-lane Local Road to a 4-lane divided Urban Collector Road and was completed in June of 2024. Available Peak Hour Capacity as well as Level of Service.

- As part of the rebuild and realignment of Braddock Road a new interchange with SR 570 (Polk Parkway) was created. This interchange provide better access to the SunTrax facility on the north side of Braddock Road.

- The subject site is serviced by the City of Auburndale for water and wastewater. The City of Auburndale reports that there are no capacity issues for potable water; however, they have halted taking new flows to the sanitary system in this area until sewer improvement projects have been completed.

- The subject site currently has sidewalks along the north and south side of the entirety of Braddock Road from the Polk Parkway (SR 570) to Berkley Road and the east and west sides of Berkley Road (SR 655).

- Citrus Connection's nearest route is the Route 50 with the nearest stop approximately two (2) miles south at Old Dixie Highway.

- The nearest parks are the Auburndale Youth Baseball Complex at Lake Myrtle Park and the Polk County Lake Myrtle Sports Park. The Auburndale TECO Trail is also located west of the site. The closest environmental site is the Tenoroc Fish Management Area and Tenoroc Public Use Area.

Environmental

- The subject site is approximately 159 feet above sea level at the center of the site and slopes to the edges to an elevation of approximately 157 feet.

- According to the soil survey by the United States Department of Agriculture the subject site is made up of Tavares fine sand, 0 to 5 percent slopes, and Zolfo fine sands. Future development of the site will be subject to Section 2.303: "Soils" of the County's Comprehensive Plan (in conjunction with the Land Development Code) which requires all development to implement Best Management Practices based on the Department of Environmental Protection's (DEP) Florida Development Manual.

- According to Polk County Endangered Habitat Maps, the subject site is not located within a one-mile radius of an observed a protected animal species sighting (Source: Florida Department of Environmental Protection, 2015). However, the applicant will be required to submit a biological walk-over as part of the Level-2 review process.

- The site is located within the Potential Network Connections area of the Polk Green District Comprehensive Plan Map Series. Approximately 2.8 miles east of the site, on the south side of Lake Van is a 79+ acre Conservation Easement recorded in the Plat of Watercrest Estates, Plat Book 169, Page.

- There are no known archeological or historical resources on the subject site per data from the Florida State Historical Commission.

- The subject site is not within a Wellfield Protection district. The nearest public Wellfields are approximately 2 miles south of the site.

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 - 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 2.105-A5: Development Criteria -- Development within the Urban Growth Areas shall conform to the following criteria as further specified by 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 2.110-D1: CHARACTERISTICS - Neighborhood Activity Centers are intended to accommodate the shopping needs of residents living within the immediate surrounding neighborhood(s). General (approximate) characteristics of Neighborhood Activity Centers are:
  - Usable Area: Over 5 acres to 20 acres
  - Gross Leasable Area (GLA): 20,000 to 150,000 square feet
  - Minimum Population Support: 5,000 to 10,000 people
  - Market-Area Radius: 1½ miles
  - Typical Leading Tenant: Supermarket
  - Other Typical Leading Tenants: Drug Store, Restaurant, Bakery, Office, Convenience Store

- POLICY 2.110-D2: DESIGNATION AND MAPPING - Neighborhood Activity Centers shall be located within UDAs, UGAs, SDAs, and UEAs as designated on the Future Land Use Map Series as "Neighborhood Activity Center" (NAC).

- POLICY 2.110-D3: LOCATION CRITERIA - Neighborhood Activity Centers shall be located at the intersections of arterial and/or collector roads. There shall be the following traveling distances, on public roads, between the center of a Neighborhood Activity Center and the center of any other Neighborhood Activity Center, or other higher-level Activity Center, Linear Commercial Corridor, or Commercial Enclave providing for the same neighborhood-shopping needs:
  - a. Two (2) miles within the TSDA and UGA.
  - b. Four (4) miles within the SDA and UEA.

  This required separation may be reduced if:
  - a. The higher-level Activity Center, Linear Commercial Corridor or Commercial Enclave within the required distance separation is over 80% developed; or
  - b. The proposed Neighborhood Activity Center market-area radius, minimum population support is over 10,000 people.

- POLICY 2.110-D4: DEVELOPMENT CRITERIA - Development within a Neighborhood Activity Center shall conform to the following criteria:
  - a. Neighborhood Activity Centers shall have frontage on, or direct access to, an arterial or major collector roadway, or a frontage road or service drive which directly serves an arterial or collector roadway.
  - b. Different uses within a Neighborhood Activity Center shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical.
  - c. 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.
  - d. Residential uses shall not be permitted in Neighborhood Activity Centers except as part of a mixed use Planned Development.
  - e. Office uses shall not exceed 40 percent of the total area of the Neighborhood Activity center. Commercial uses may constitute 100 percent of the Neighborhood Activity center.
  - f. The maximum floor area ratio shall not exceed 0.25 unless developed as a Planned Development.
  - g. Planned Developments within the Neighborhood Activity Center may be permitted a maximum floor area ratio up to 0.70 and a maximum residential density of 5 dwelling units per acre. Intensity and density increases shall only be awarded to innovative, efficient, and compatible Planned Development proposals that are consistent with the general district characteristics and are located within the TSDA and UGA. The Land Development Code shall establish specific development standards and criteria for Planned Developments within activity centers.

- POLICY 2.110-D5: ADJACENT DEVELOPMENT - Subject to the criteria and requirements of Section 2.125-C relating to Transitional Areas, development adjacent to a Neighborhood Activity Center may include the following uses: Office, Residential, Institutional, and Recreation and Open Space.

Development Review Committee (DRC) Recommendation: Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the DRC finds that with the proposed conditions, the proposed requests **ARE 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 DRC recommends **APPROVAL of LDCPAS-2025-17 and LDCT-2025-19.**

Planning Commission Decision: On November 5, 2025, in an advertised public hearing, the Planning Commission voted 6:1 to **recommend APPROVAL of LDCPAS-2025-17.**

Planning Commission Decision: On November 5, 2025, in an advertised public hearing, the Planning Commission voted 6:1 to **recommend APPROVAL of LDCT-2025-19.**

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: *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.*

NOTE: Approval of this request is only for Level 4 Review and only for those development decisions within the Board of County Commissioners purview. A Level 2 Review (engineered plans) will be required for all site development and shall implement the standard conditions listed in Section 303 of the Land Development Code and the development standards listed in Chapter 7 of the Land Development Code. Upon completion of the Level 2 Process, building permits will be required for all structures in accordance with Chapter 553 of the Florida Statutes.

Surrounding Land Use Designations and Current Land Use Activity

Table 1: Surrounding Uses

NW RL-1 Residential Development Lots of Record 1991	**N** RL-1 Residential Development Lots of Record 1991	**NE** RS Arieta Shores Plat 12/1/1977
W RL-1, RL-4 Residential Development Lots of Record 1991	**Subject Property** RL-1, RL-4 Vacant	**E** City of Auburndale FLU: Low Density Residential Zoning RS-1 Vacant 3.83± ac Tract B Future Development (2/7/19)
SW RL-1 Residential Development Lots of Record 1991	**S** RL-1 Residential Development Lots of Record 1991	**SE** RL-1 Vacant

Source: Site Visit and Polk County GIS Data Viewer

The site is located on the northwest quadrant of the intersection of Braddock Road and Berkley Road (SR 655), both 4-lane divided Urban Collector roads. Braddock Road was recently rebuilt and realigned from a 2-lane Local Road to a 4-lane divided Urban Collector Road and was completed in June of 2024. This project included a new interchange with SR 570 (Polk Parkway) approximately ½ mile west of the site and adjacent to the SunTrax facility on the north side of Braddock Road. Just west of the site on the south side of Braddock Road is the Auburndale Youth Baseball Complex. Approximately ½ mile south of the site on the west side of Berkley Road is Polk County's Lake Myrtle Sports Park. Many of the Future Land Use districts in the area are of a residential nature, approximately 1/3 of a mile to the west, within the city limits of Auburndale is the SunTrax facility, an automotive testing and research facility with significant lands for expansion available. It is noted that within the City of Auburndale there are two Convenience Center Land Use districts approximately 1/3 mile south of the subject site. The Convenience Center on the west side of Berkley Road is associated with the Lake Myrtle Sports Complex and is owned by Polk County. The Convenience Center on the east side of Berkley Road is located within currently developing residential development Summer Lake Estates, as residential homes.

Approximately 1/3 of a mile north of the site at the southeastern corner of Berkley Road (SR 655) and Gapway Road, the City of Auburndale has designated the property as Village Center (VC). This center is located within the city's Future Land Use district of Lakes District Mixed Use and a Zoning of Village Center. Chapter 15 of the City of Auburndale's Land Development Regulations, Section 15.202 – Village Center (VC) Guidelines and Standards provide that they are intended to be developed as important destinations for multiple Residential Neighborhoods. The housing within the Village Center is described as Medium Intensity housing within the VC surrounding the commercial area. The development is to be of Urban Design Character. They are to have a central feature or gathering place that shall include a comfortable, centrally located park or plaza with public amenities. The policy provides for a Mix of Uses which include, Grocery, Retail and Services, Restaurants, Professional Offices, Residential, Civic, Park/Plaza, Institutional/ Schools. Other proposed uses may be permitted through the planned development process, and exclude Gas Stations, Car Washes and Drive-Thru's.

The Comprehensive Plan Policy 2.110-D3: Location Criteria for Neighborhood Activity Center (NAC) provides for separation criteria for Activity Centers. The polity states that there shall be traveling distances, on public roads between the center of a Neighborhood Activity Center (NAC) and other Activity centers providing for the same neighborhood shopping needs. As described above, the City of Auburndale's Village Center, is a Zoning category and not a Land Use and having different characteristics form the Neighborhood Activity Center (NAC). The City of Auburndale's Village Center zoning's emphasis is on higher density residential being integrated, as well as urban design characteristics and gathering place design. While there is some overlap of mix of uses, the Village Center excludes automotive uses including gas stations and restaurants with drive-thru's. The Village Center Urban (vs suburban) design standards also differentiates the shopping and use of the center from that of the Neighborhood Activity Center (NAC). The subject site meets the population support criteria of 5,000 people within a 1½-mile radius as well as the 10,000 people within a 2-mile radius (based on a 12.4 square mile area) compensating for undevelopable areas (water and state park), Exhibit 9.

Berkley Road (SR 559) was formerly CR559 and in approximately 2010 the road was rebuilt and upgraded from a 2-lane Urban Collector road to a 4-lane divided Urban Collector road and corresponds to the development of the Lake Myrtle Sports Complex. SunTrax Auburndale began construction in 2017 with a Grand Opening of the full facility in 2023. In October 2025 Governor Ron DeSantis announced that construction for a new advanced air mobility (AAM) vertiport was underway at the SunTrax facility, creating the nation's first-ever AAM aerial test bed and dedicated airspace.

It is noted that the subject site is located within the area covered by the Joint Planning Area Interlocal Agreement with the City of Auburndale, dated October 7, 2009. Within this Agreement are Exhibit Maps B through F to be used as a "{guide for consideration of Future Comprehensive Plan Amendments within the boundary of the JPA. Map Exhibit E indicates the area considered as Commercial Area "CA". This "area" is located at the intersection of Berkley Road and Denton Avenue. The proposed Commercial Area is developed with a gas station constructed in 1988 and a Dollar General constructed in 2015. Significant growth, residential, recreational as well as a significant testing facility. Residential and recreational uses utilize commercial supporting uses like those allowed within the Future Land Use Designation of Neighborhood Activity Center (NAC). The LDC Text amendment limits a number of uses allowed in other NAC districts for increased compatibility as well as providing increased development standards, setbacks and buffering from adjacent residential districts. With consideration to the sites location, at the intersection of two (2) 4-lane divided Urban Collector roads, one approximately ½ mile from a new interchange with the Polk Parkway (SR 570) provides for a logical addition location for a non-residential commercial support Land Use.

Compatibility with the Surrounding Land Use:
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 adopted definition for compatibility states it is "a condition in which land

uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

The subject site is located within the Urban Growth Area (UGA) which is an area where the availability of infrastructure and other community facilities and services, promotes and supports the location of higher density and intensity development. This development includes improving access to employment areas, schools, shopping and recreational facilities, while reducing costs of providing infrastructure and public services. As described previously this area represents a location that, especially since the opening of SR570 the Polk Parkway in 1999, has experienced the growth described in an Urban Growth Area. The limitations proposed by the applicant in the LDCPAS-2025-2025 Comprehensive Plan Text and Map Amendment and LDCT-2025-19 Land Development Code Text Amendment provides enhanced development standards and limitations to the standard list of allowable uses within a Neighborhood Activity Center (NAC) providing for enhanced compatibility beyond the current compatibility proved for by the Land Development Code.

In summary, the subject site is located within the Urban Growth Area (UGA) and Auburndale Joint Planning Area (JPA), at the intersection for two (2) Urban Collector roads with full public services. The proposed NAC will provide needed non-residential support to an area with land uses that vary from residential to recreational to employment center. The request is considered to be compatible and consistent with the surrounding area.

Nearest Elementary, Middle, and High School:
The schools zoned for the subject property, as shown in Table 2, include Lena Vista Elementary, JL Stambaugh Middle School, and Tenoroc Senior High. The requested Neighborhood Activity Center (NAC) is intended for non-residential development and is not intended for residential development. Residential development within the NAC would require a Level 3 Planning Commission approval for multi-family development.

Table 2 School Information

Name of School	Annual Estimated Demand	% Capacity 2024-2025 School Year	Average driving distance from subject site
Lena Vista Elementary	**0 students**	**79%**	**4.0± miles**
JL Stambaugh Middle School	**0 students**	**85%**	**4.5± miles**
Tenoroc Senior High	**0 students**	**62%**	**4.9± miles**

Source: Polk County School Board

Nearest Sheriff, Fire, and EMS Station:
The nearest Sheriff District office is located approximately 7.3 miles from the subject site. Response times vary depending on where the nearest sheriff's deputy patrol car is located rather than the district office. The nearest EMS station is approximately 5.6 miles and Fire station is approximately 4.0 miles EMS station is approximately 2.9 miles from the subject site.

Table 3: Public Safety

	Name of Station	Distance/Response Time*
Sheriff	**Central District Command** (3635 Avenue G N.W., Winter Haven)	Priority 1 – 8:11 min Priority 2 – 22:25 min
EMS	**Polk County Fire Rescue Station 7** 200 Commonwealth Ave N SW, Polk City	5.6 ± miles / 10-12 min
Fire	**Auburndale Fire Dept,** 100 Ariana Ave, Auburndale	4.0 ± miles / 10-12 min

*Source: Polk County Sheriff's Office and Public Safety. Response times for October 2025. *Response times are based from when the station receives the call, not from when the call is made to 911.*

Water and Sewer Capacity and Service Provider:
Table 4 below details the estimated impact to potable water and wastewater services based upon the buildout for the proposed FLU on the subject site. The subject property is within the City of Auburndale Service area for water and wastewater.

A. Available Capacity:
Table 4: Estimated Water and Sewer Impact Analysis

Permitted Density / Intensity	Maximum Permitted in Existing Land Use RL	Maximum Permitted in Proposed NAC
7.95± acres RL	7.95± acres RL X 7du = 55 du	7.95± acres (346,302 sf) X 0.70 FAR = 242,411 sf
Potable Water Consumption	55 du X 360 gpd = **19,800 GPD**	242,411 sf X 0.15 = **36,362 GPD**
Wastewater Generation	55 du X 270 gpd = **14,850 GPD**	36,362 GPD X 80% = **29,090 GPD**

B. Service Provider:
The subject site is serviced by the City of Auburndale for water and wastewater. There are two (2) potable water mains in close proximity to the subject. East of the property across Berkley Rd. is an 8-inch potable water main and approximately 900 feet west of the site is a 12-inch potable water main. There is a 24-inch gravity sanitary sewer main and a 16-inch force sewer main approximately 600 feet west of the site. In the same area is a 16 inch reclaim water main.

East of the property across Berkley Road. is an 8" potable water main. To the far West of the map is a 12" potable water main (blue), 24" gravity sanitary sewer main (dull green), 16" reclaim water main (purple), and a 16" force main (bright green).

C. Available Capacity:
The City of Auburndale reports that there are no capacity issues for potable water. Also reported was that they have halted taking new flows to the sanitary system in this area until sewer improvement projects have been completed. The most significant being the Southern force main re-route. This project consists of two phases, with phase one set to begin Nov. 1, 2025. Upon that date, the contractor has a timeline of 180 days for substantial completion and 210 days for final. They are currently working on easement acquisitions for phase II and have not awarded to any contractor to date. Capacity availability will be needed at the time of a Level 2 Review.

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 proposed Future Land Use designation change to NAC, at maximum density, will generate more than the current combination of the RL land use.

Table 5: Estimated Transportation Impact Analysis

Permitted Density / Intensity	Maximum Permitted in Existing Land Use RL	Maximum Permitted in Proposed NAC
7.95± acres RL	7.95± acres RL X 7du = 55 du	7.95± acres (346,302 sf) X 0.70 FAR = 242,411 sf
Average Annual Daily Trips (AADT)	55 du X 7.81 AADT = **430 Trips**	242 X 59.07 AADT X 76% **10,865 Trips**
PM Peak Hour Trips	55 du X 1.00 AADT = **55 Trips**	242 X 8.79 AADT X 76% =**1,617 Trips**

Source: Concurrency Manual: Single-family @ 7.81 AADT per du and 1.00 AADT PM Peak Hour, NAC @ Supermarket 59.07 AADT per 1,000 sf, 8.79 AADT per 1,000 sf PM Peak Hour,

B. Available Capacity:
Table 6, following this paragraph, displays the available capacity for Berkley Road (SR655) and Braddock Road. Braddock Road has not been revaluated for Capacity and LOS after completion of a rebuild and realignment completed in June of 2024. When the reevaluation is completed it is anticipated that the roads will have capacity for maximum buildout.

Table 6: Roadway Link Concurrency

Link #	Road Name	Lane Type*	Current LOS	Available Peak Hour Capacity	Minimum LOS Standard	Project 5 Year LOS
8119E 8119W	Berkley Rd (SR 655) Old Dixie Hwy (CR 546) to Pace Rd.	4D UC	C	1,134 1,107	D	C
8450N 8450S	Braddock Rd SR 570 (Polk Pkwy) to Berkley Rd (SR 655)	2U* UC	C	675 672	D	C

*Source: Polk County Transportation Planning Organization, 2025 Roadway Network Database January 2025. *4D means four-lane divided, , 2U means two lane undivided, UC means Urban Collector (Braddock is currently a 4D see description below)*

C. Roadway Conditions:
Berkley Road (SR 559) was transferred from a County (CR559) to a State (SR559) road in October 2019. As the general area has grown. Berkley Road has also experienced considerable growth. Utilizing FDOT's Florida Traffic Online Data Viewer, the estimated AADT for this segment of Berkley Road is 13,000 trips indicating an increase of 30% over the 2020 AADT estimate of 10,000 trips. Berkley Road is a 4-lane divided Urban Collector Road. Braddock Road was rebuilt and realigned from a 2-lane Local Road to a 4-lane divided Urban Collector Road and was completed in June of 2024. As part of the reconstruction of Braddock Road a new interchange was created with SR 570 (Polk Parkway), providing improved access to the SunTrax facility on the north side of Braddock Road. Braddock Road is currently being reviewed for Available Peak Hour Capacity as well as Level's of Service. Table 6: Roadway Link Concurrency shows the most current data for Braddock Road, improvements in LOS as well as Capacity are anticipated with the recent rebuild and realignment.

D. Sidewalk Network:
Currently there are sidewalks along the north and south side of the entirety of Braddock Road from the Polk Parkway (SR 570) to Berkley Road and the east and west sides of Berkley Road (SR 655).

E. Planned Improvements:
There are no road improvements currently planned for this area.

F. Mass Transit:
Citrus Connection runs the Route 50 – Auburndale from US 92 north/south along Berkley Road to Old Dixie Highway turning east toward Lake Ariana and downtown Auburndale. Old Dixie Highway is approximately two (2) miles south of the site.

Environmental Conditions:
Any impact to surface water, wetlands, and storm water management will be in accordance with the requirements of the Comprehensive Plan and Land Development Code.

A. Surface Water:
There are no wetlands on the subject site. The area is relatively flat with the highest points located primarily along the southern border at an elevation of approximately 159 feet, with the lowest parts of the property located near the center and northern area of the property with an elevation of approximately 157 feet.

B. Wetlands/Floodplains:
According to the Polk County Data Viewer the subject site does not indicate any flood zones or wetlands.

C. On-Site Soils:
The subject site is comprised of two (2) different soil types: Tavares fine sand, 0 to 5 percent slopes, and Smyrna and Zolfo fine sans, 0 to 2 percent slopes. Future development of the site will be subject to Section 2.303: "Soils" of the County's Comprehensive Plan (in conjunction with the Land Development Code) which requires all development to implement Best Management Practices based on the Department of Environmental Protection's (DEP) Florida Development Manual. The reported soils are based on the United States Department of Agriculture (USDA) Soils Survey.

Table 7

SOIL NAME	SMALL COMMERCIAL BUILDINGS	SEPTIC TANK ABSORPTION FIELDS	PERCENTAGE OF SITE
Tavares fine sand, 0 to 5 percent slopes	Slight	Moderate	96+/-%
Zolfo fine sans, 0 to 2 percent slopes	Moderate	Severe	4+/-%
Source: Soil Survey of Polk County Florida 1990			

D. Wells (Public/Private):
The applicant did not indicate any wells located on the property. The subject property is not within a Wellfield Protection District. The closest Wellfield Protection Districts is approximately 1.5 miles southeast of the site.

E. Protected Species
According to Polk County Protected Species Observation Map and the Florida Fish & Wildlife Conservation Commission (2015), the subject site is located within a one-mile radius of endangered animals. The applicant will submit a biological walk-over as part of the Level-2 review process.

F: Polk Green Districts and Conservation Easements:

The site is located within the Potential Network Connections area of the Polk Green District Comprehensive Plan Map Series. Approximately 2.8 miles east of the site, on the south side of Lake Van is a 79+ acre Conservation Easement recorded in the Plat of Watercrest Estates, Plat Book 169, Page.

G. Archeological Resources
There are no known historical or archeological resources onsite according to the Secretary of the State's Department of Historical Resources Florida Master File.

H. Airports:
The subject site is not located within an Airport Impact District (AID) and Airport Height Notification Zone.

Park Facilities:
The nearest parks are the Auburndale Youth Baseball Complex at Lake Myrtle Park and the Polk County Lake Myrtle Sports Park. The Auburndale TECO Trail is also located west of the site. The closest environmental site is the Tenoroc Fish Management Area and Tenoroc Public Use Area.

A. Location:
Auburndale Youth Baseball Complex at Lake Myrtle Park is located at 876 Braddock Road, Auburndale, approximately 1/4 mile west of the site. Lake Myrtle Sports Park is located at 2701 Lake Myrtle Park Drive, Auburndale, approximately 1/2 mile south of the site.

B. Services:
The park's current hours of operation are from 5 a.m. to 10 p.m. and offers Walking trails, baseball fields and leagues, softball fields, picnic shelters, and pavilions.

C. Multiuse Trails:
The closest free hiking trail is the Auburndale TECO Trail, located approximately 1,000 feet west of the site, crossing Braddock Road.

D. Environmental Lands:
The Tenoroc Fish Management Area and Tenoroc Public Use Area are located on the west side of SR 570 (Polk Parkway) south of Lakeland and is comprised of over 8,000 acres of natural Florida lands and wetland with walking trails, cycling, picnic areas, restrooms, wildlife viewing, and a full range of outdoor activities.

E. Planned Improvements:
There are no further recreation improvements scheduled for this area of Polk County at this time.

Consistency with the Comprehensive
The following policies in Table 8 have been included as being the most relevant policies to the proposed request. The policy is first stated and then an analysis of how the request may or may not be consistent with the County's Comprehensive Plan is provided.

Table 8 Comprehensive Plan Policy

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 existing uses surrounding the site are primarily single family detached. The proposed NAC provides for enhanced buffering and development standard limitations. Approval of the amendment will provide for needed non-residential support needed for this area.
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 request is at the intersection of two (2) 4-lane divided Urban Collector roads in an area with public water and sewer available. Therefore, the request is consistent with the policy.
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.	The request is for NAC where all forms of infrastructure are available for commercial development on the subject site. Therefore, the timing of development of the subject site is consistent with the Comprehensive Plan's growth management strategy.
Policy 2.102-A10: Location Criteria - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable);e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1.	

Comprehensive Plan Policy	Consistency Analysis
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 2.110-D1: CHARACTERISTICS - Neighborhood Activity Centers are intended to accommodate the shopping needs of residents living within the immediate surrounding neighborhood(s). General (approximate) characteristics of Neighborhood Activity Centers are: Usable Area: Over 5 acres to 20 acres Gross Leasable Area (GLA): 20,000 to 150,000 square feet Minimum Population Support: 5,000 to 10,000 people Market-Area Radius: 1½ miles Typical Leading Tenant: Supermarket Other Typical Leading Tenants: Drug Store, Restaurant, Bakery, Office, Convenience Store	The request meets the Characteristics oof a NAC and is consistent with this policy as stated.
POLICY 2.110-D3: LOCATION CRITERIA - Neighborhood Activity Centers shall be located at the intersections of arterial and/or collector roads. There shall be the following traveling distances, on public roads, between the center of a Neighborhood Activity Center and the center of any other Neighborhood Activity Center, or other higher-level Activity Center, Linear Commercial Corridor, or Commercial Enclave providing for the same neighborhood-shopping needs: a. Two (2) miles within the TSDA and UGA. b. Four (4) miles within the SDA and UEA. This required separation may be reduced if: a. The higher-level Activity Center, Linear Commercial Corridor or Commercial Enclave within the required distance separation is over 80% developed; or b. The proposed Neighborhood Activity Center market-area radius, minimum population support is over 10,000 people.	The request is consistent with this policy as the subject site has access to a County maintained road, meets the distance requirements for the UGA. Within the City of Auburndale there are two Convenience Center Land Use districts approximately 1/3 mile south of the subject site. The Convenience Center on the west side of Berkley Road is associated with the Lake Myrtle Sports Complex and is owned by Polk County. The Convenience Center on the east side of Berkley Road is located within currently developing residential development Summer Lake Estates, as residential homes Approximately 1/3 of a mile north of the site at the southeastern corner of Berkley Road (SR 655) and Gapway Road, the City of Auburndale has designated the property as Village Center (VC). The Village Center, is a Zoning category and not a Land Use and having different characteristics form the Neighborhood Activity Center (NAC).

Urban Sprawl Analysis

Polk County's Comprehensive Plan *Policy 2.102-A10* establishes review criteria intended to discourage the proliferation of urban sprawl. Specific characteristics of urban sprawl have been examined throughout this staff report and are summarized in Table 7 (below). Based on the findings of fact and analysis conducted, the proposed request does not meet the criteria to be considered as urban sprawl.

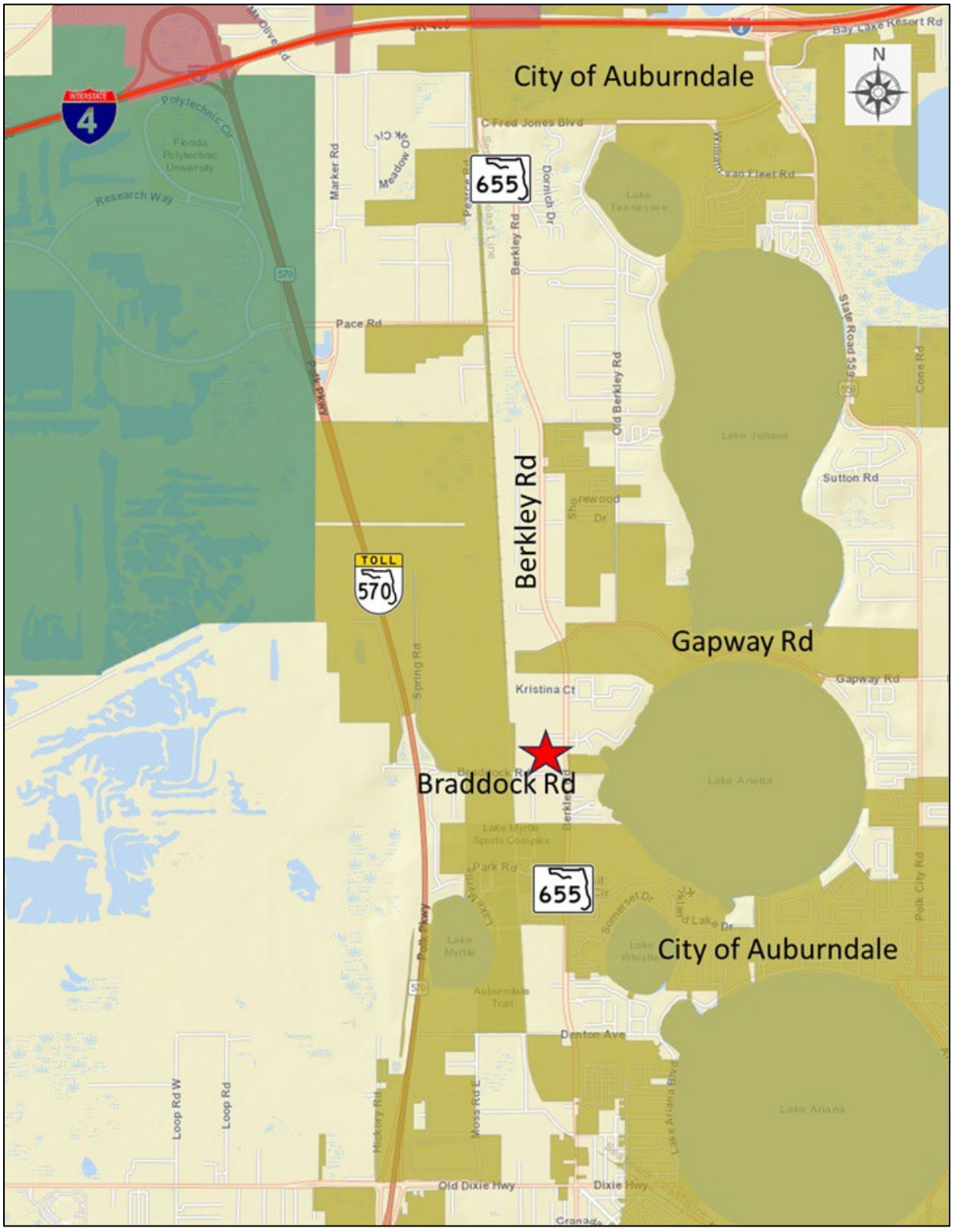
Table 7: Urban Sprawl Criteria

Rule 9J-5 Urban Sprawl Criteria	Page(s) within report
a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Surrounding Land Uses Section
b. *Allows a significant amount of urban development to occur in rural areas.*	Surrounding Land Uses Section
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Surrounding Land Uses Section
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Environmental Conditions
e. *Fails to adequately protect adjacent agricultural areas.*	Surrounding Land Uses Section
f. *Fails to maximize existing public facilities and services.*	Schools, Public Facilities and Water/Sewer Sections
g. *Fails to minimize the need for future facilities and services.*	Schools, Public Facilities and Water/Sewer Sections
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Surrounding Land Uses Section
i. *Fails to provide a clear separation between urban and rural uses.*	Surrounding Land Uses Section
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Surrounding Land Uses Section
k. *Fails to encourage an attractive and functional mixture of land uses.*	Surrounding Land Uses Section
l. *Will result in poor accessibility among linked or related land uses.*	Surrounding Land Uses Section
m. *Results in the loss of a significant amount of open space.*	Surrounding Land Uses and Environmental Conditions Sections
Source: The following criteria are the primary indicators of urban sprawl per Rule 9J-5 of the Florida Administrative Code.	

Comments from Other Agencies: See City of Auburndale's letter under separate attachment.

Attachments:

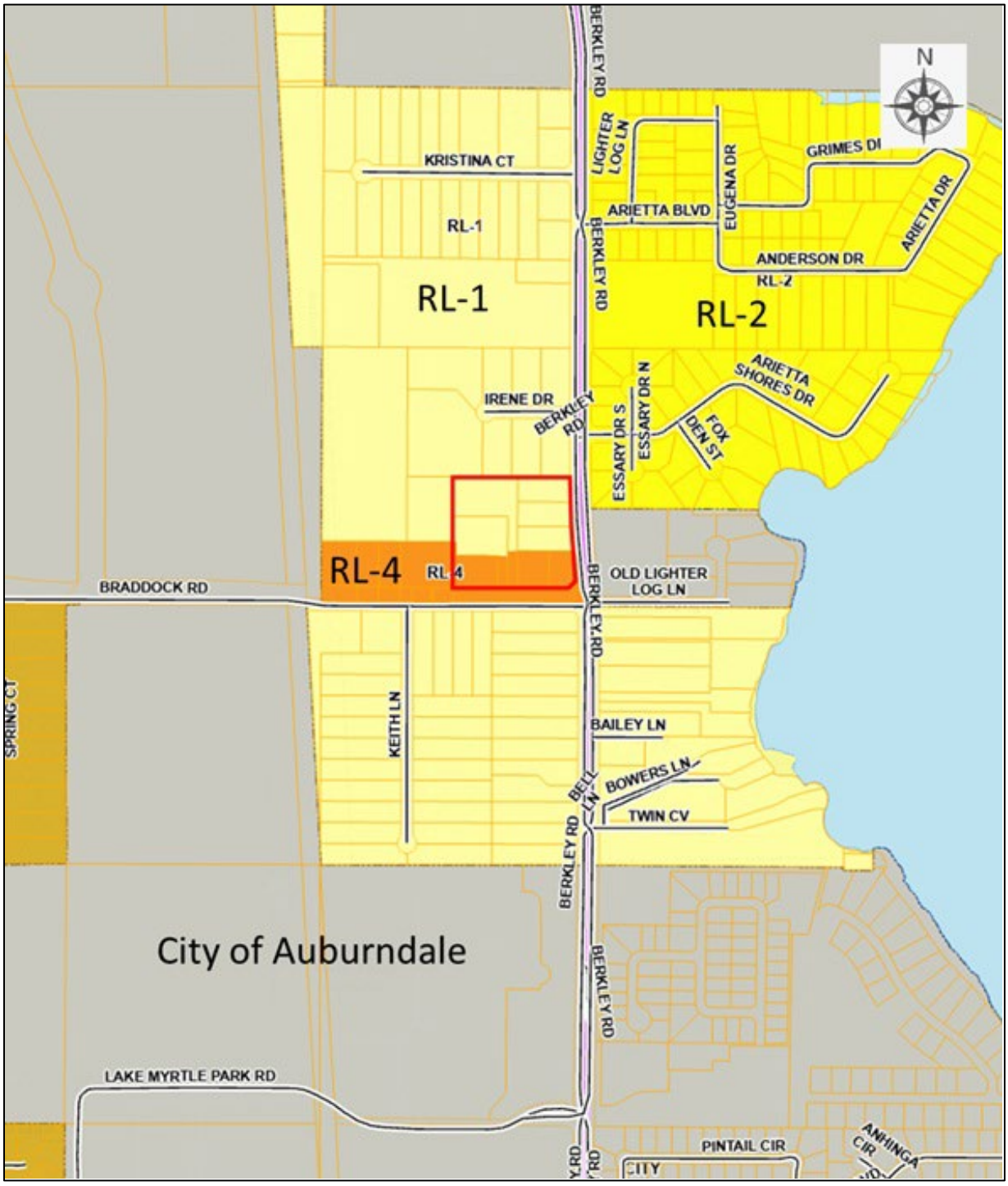
Exhibit 1 – Location Map
Exhibit 2 – Aerial Context Map
Exhibit 3 – 2023 Aerial Map
Exhibit 4 – Current Future Land Use Map
Exhibit 5 – Proposed Future Land Use Map
Exhibit 6 – Auburndale Future Land Use Map
Exhibit 7 – Current Permitted and Conditional Uses
Exhibit 8 – Proposed Permitted and Conditional Uses
Exhibit 9 – Applicant Population Support
Exhibit 10 – Proposed Activity Center Plan



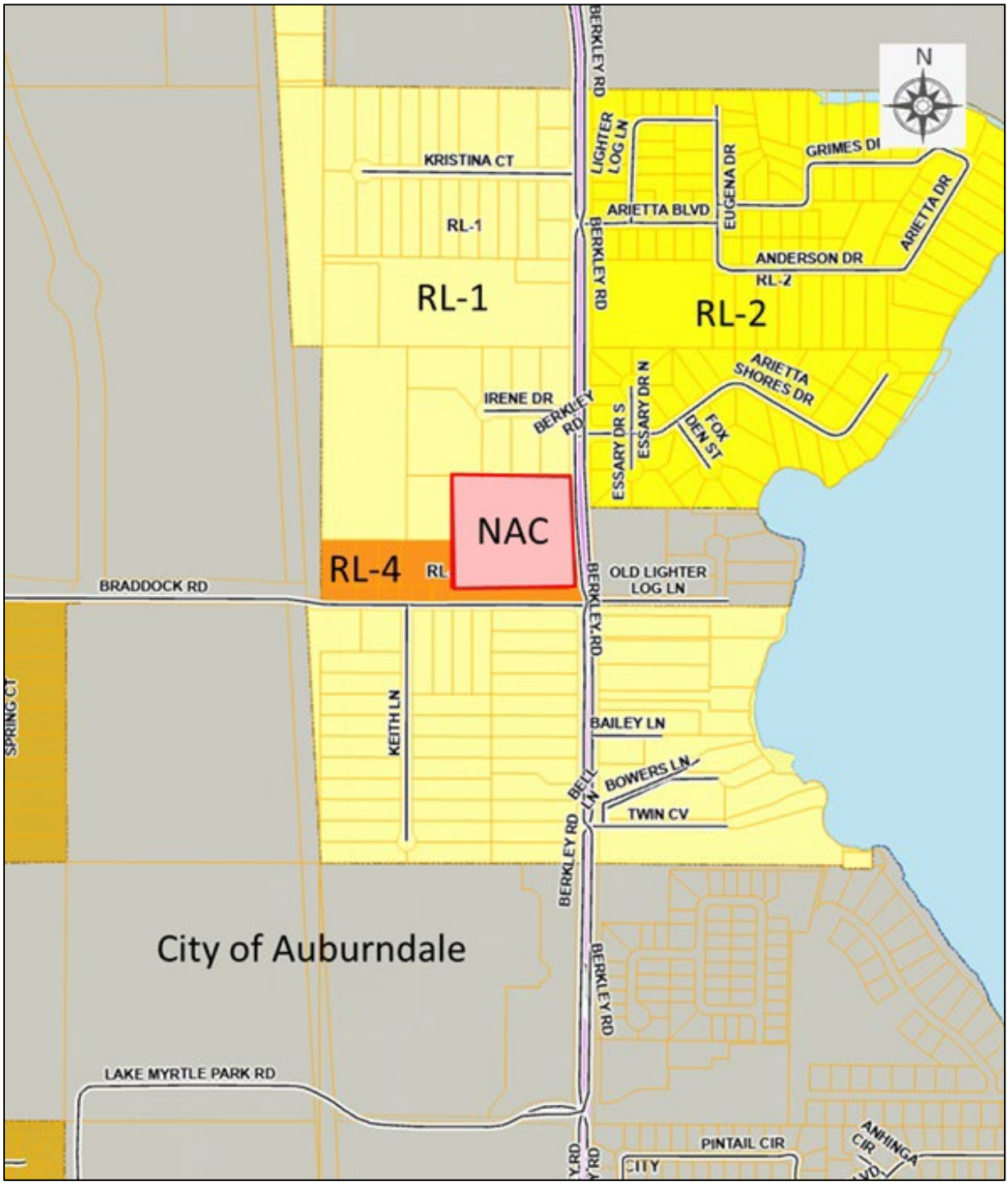
LOCATION MAP

AERIAL CONTEXT MAP

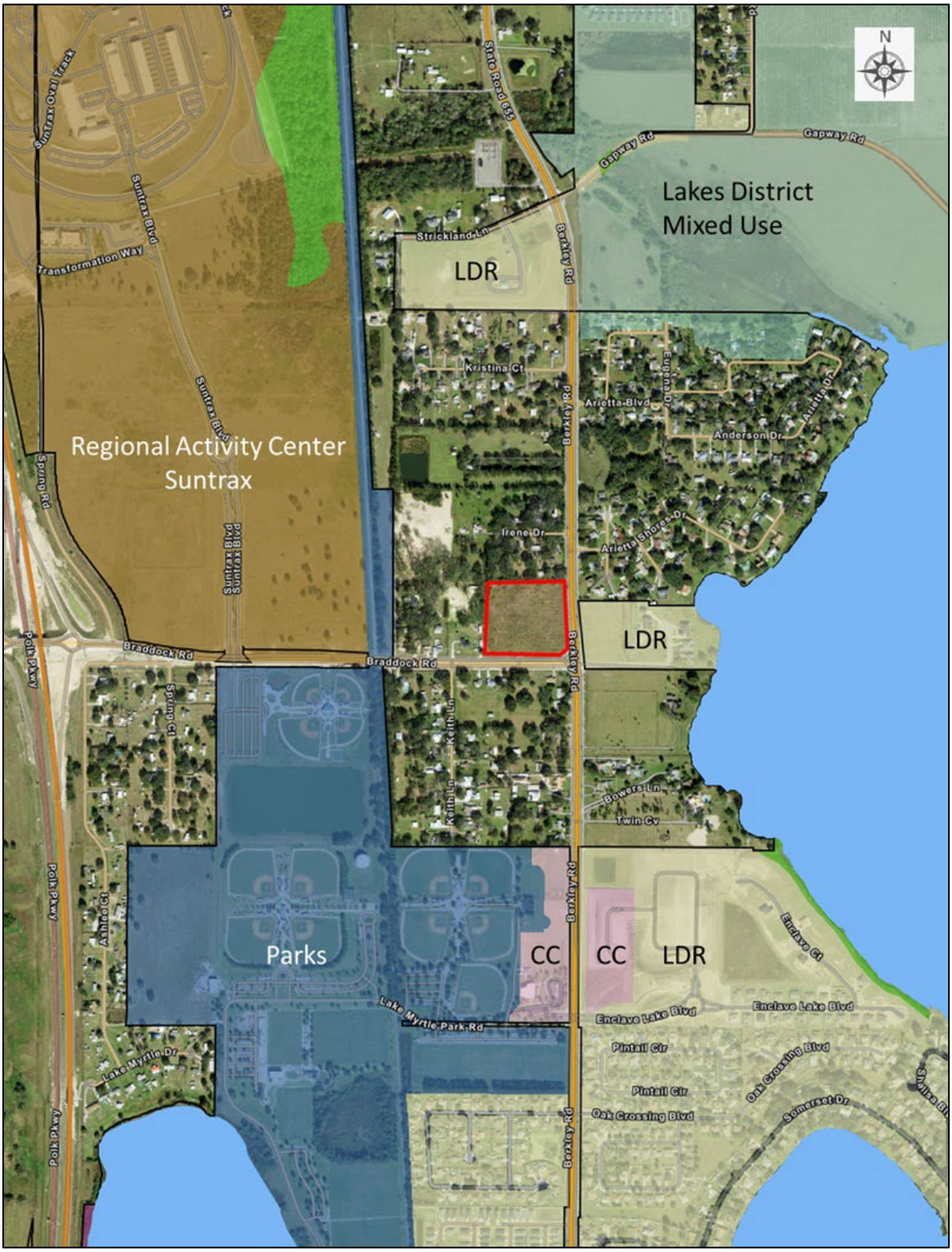
2025 GOOGLE EARTH AERIAL MAP



CURRENT FUTURE LAND USE
RESIDENTIAL LOW-1 & -4 (RL-1, -4)



PROPOSED FUTURE LAND USE
NEIGHBORHOOD ACTIVITY CENTER (NAC)



AUBURNDALE FUTURE LAND USE

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-1 (RL-1)

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
RL-4	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, School- University/College, Utilities- Class III, Mobile Home Park, Mobile Home Subdivision

RESIDENTIAL LOW-4 (RL-4)

CURRENT PERMITTED AND CONDITIONAL USES

Block A

Neighborhood Activity Center (NAC)			
Technical Staff Review -Level 1& 2		**Public Hearing (s) Required-Level 3 & 4**	
All Other Uses:	~~Alcohol Package Sales, C1~~ Car Wash, Incidental, C2 Childcare Center, P Clinics & Medical Offices, C2 Community Center, C2 Cultural Facility, C2 Farming General, P Financial Institution, P Financial Institution, Drive Through, C2 Gas Station, P Government Facility, P ~~Marina and Related Facilities, C1~~ ~~Medical Marijuana Dispensaries, C2~~ Nurseries, Retail, P ~~Nurseries and Greenhouses, P~~ Office, C2 Personal Service, C2 Recreation Passive, C1 Recreation & Amusement General, C2 Religious Institution, C2 Restaurant, drive-thru/Drive-in, C2 Restaurant, sit-down/Take-out, P Retail, 10,0000-34,999 sq. ft., P Retail, 35,000-64,000 sq. ft., P Retail. Less than 10,000 sq. ft., P Schools, Leisure/Special Interest, C2 Self-storage Facility, C2 Transit Facility, P Utilities Class I, P Utilities Class II, P ~~Utilities Class III, C3~~ ~~Vehicle Service, Mechanical, P~~ Veterinary Service, P	**Residential Uses:**	Multi-family, C3
		Mixed Uses:	Planned Development, C3 Transitional Area Development, C3
		All Other Uses:	Bars, Lounges, and Taverns, C3 ~~Cemetery, C3~~ ~~Helistops, C3~~ ~~Mining, Non-phosphate, C3~~ Retail, More than 65,000 sq. ft., C3 School, Technical/Vocational/ Trade & Training, C3 School, University/College, C3 ~~Water Ski Schools, C3~~

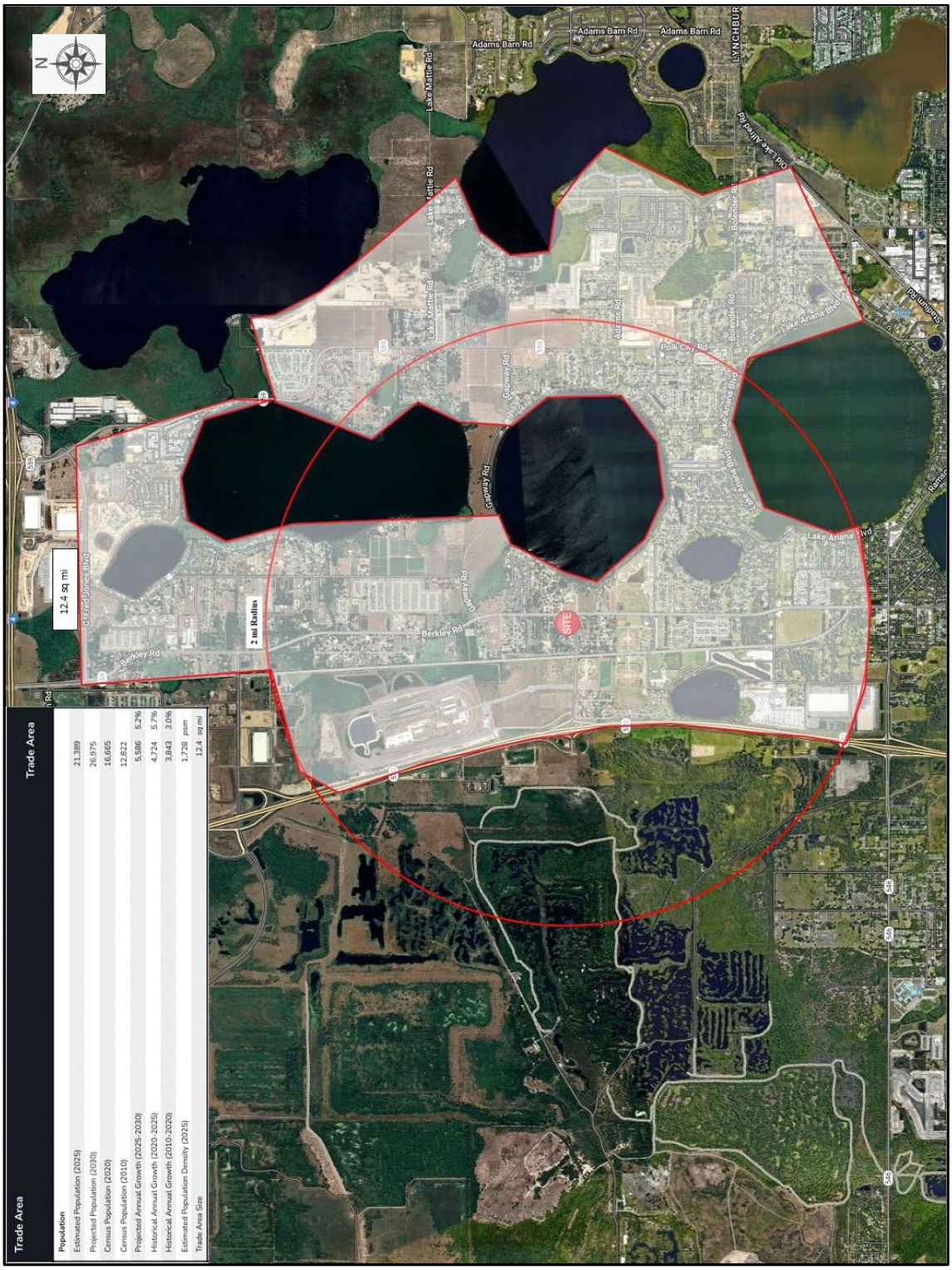
Block B

Neighborhood Activity Center (NAC)			
Technical Staff Review -Level 1& 2		**Public Hearing (s) Required-Level 3 & 4**	
All Other Uses:	~~Alcohol Package Sales, C1~~ ~~Car Wash, Incidental, C2~~ Childcare Center, P Clinics & Medical Offices, C2 Community Center, C2 Cultural Facility, C2 Farming General, P Financial Institution, P Financial Institution, Drive Through, C2 ~~Gas Station, P~~ Government Facility, P ~~Marina and Related Facilities, C1~~ ~~Medical Marijuana Dispensaries, C2~~ Nurseries, Retail, P ~~Nurseries and Greenhouses, P~~ Office, C2 Personal Service, C2 Recreation Passive, C1 ~~Recreation & Amusement General, C2~~ Religious Institution, C2 Restaurant, drive-thru/Drive-in, C2 Restaurant, sit-down/Take-out, P Retail, 10,0000-34,999 sq. ft., P ~~Retail, 35,000-64,000 sq. ft., P~~ Retail. Less than 10,000 sq. ft., P Schools, Leisure/Special Interest, C2 Self-storage Facility, C2 Transit Facility, P Utilities Class I, P Utilities Class II, P ~~Utilities Class III, C3~~ ~~Vehicle Service, Mechanical, P~~ Veterinary Service, P	**Residential Uses:**	Multi-family, C3
		Mixed Uses:	Planned Development, C3 Transitional Area Development, C3
		All Other Uses:	Bars, Lounges, and Taverns, C3 ~~Cemetery, C3~~ ~~Helistops, C3~~ ~~Mining, Non-phosphate, C3~~ ~~Retail, More than 65,000 sq. ft., C3~~ ~~School, Technical/Vocational/ Trade & Training, C3~~ School, University/College, C3 ~~Water Ski Schools, C3~~

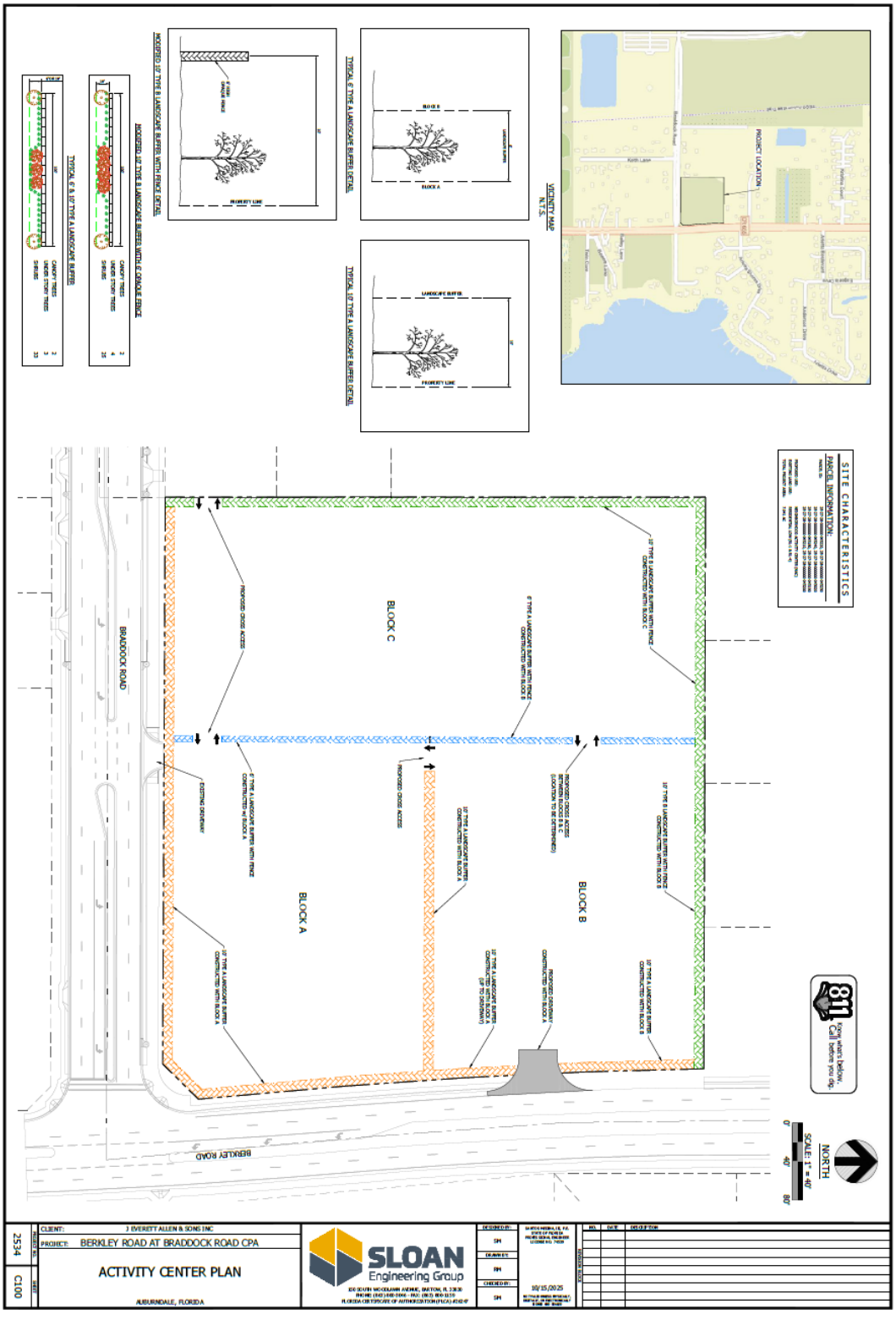
Block C

Neighborhood Activity Center (NAC)			
Technical Staff Review -Level 1& 2		**Public Hearing (s) Required-Level 3 & 4**	
All Other Uses:	~~Alcohol Package Sales, C1~~ ~~Car Wash, Incidental, C2~~ Childcare Center, P Clinics & Medical Offices, C2 Community Center, C2 Cultural Facility, C2 Farming General, P Financial Institution, P Financial Institution, Drive Through, C2 ~~Alcohol Package Sales, C1~~ ~~Car Wash, Incidental, C2~~ Government Facility, P ~~Marina and Related Facilities, C1~~ ~~Medical Marijuana Dispensaries, C2~~ Nurseries, Retail, P ~~Nurseries and Greenhouses, P~~ Office, C2 Personal Service, C2 Recreation Passive, C1 ~~Recreation & Amusement General, C2~~ Religious Institution, C2 ~~Restaurant, drive-thru/Drive-in, C2~~ Restaurant, sit-down/Take-out, P Retail, 10,0000-34,999 sq. ft., P ~~Retail, 35,000-64,000 sq. ft., P~~ Retail. Less than 10,000 sq. ft., P Schools, Leisure/Special Interest, C2 Self-storage Facility, C2 Transit Facility, P Utilities Class I, P Utilities Class II, P ~~Utilities Class III, C3~~ ~~Vehicle Service, Mechanical, P~~ Veterinary Service, P	**Residential Uses:**	Multi-family, C3
		Mixed Uses:	Planned Development, C3 Transitional Area Development, C3
		All Other Uses:	Bars, Lounges, and Taverns, C3 ~~Cemetery, C3~~ ~~Helistops, C3~~ ~~Mining, Non-phosphate, C3~~ ~~Retail, More than 65,000 sq. ft., C3~~ ~~School, Technical/Vocational/ Trade & Training, C3~~ School, University/College, C3 ~~Water Ski Schools, C3~~

PROPOSED
PERMITTED AND CONDITIONAL USES
NEIGHBORHOOD ACTIVITY CENTER (NAC)



APPLICANT
POPULATION SUPPORT



PROPOSED
ACTIVITY CENTER PLAN

ORDINANCE NO. 25 -____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT **LDCT-2025-19**, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, TO AMEND APPENDIX E, SECTION E105, PARCEL SPECIFIC COMPREHENSIVE PLAN AMENDMENTS WITH CONDITIONS LIMITING ALLOWABLE USES WITHIN THE NAC, PROVIDING FOR DEVELOPMENT BLOCK AND PROHIBITED USES AND INCREASED BUFFERING REQUIREMENTS ON PROPERTY SUBJECT TO LDCPAS-2025-25. THE SUBJECT PROPERTY IS LOCATED EAST OF THE POLK PARKWAY (SR 570), NORTH SIDE OF BRADDOCK ROAD, WEST SIDE OF BERKLEY ROAD (SR 655), SOUTH OF GAPWAY ROAD AND ADJACENT TO THE CITY OF AUBURNDALE TO THE EAST, WITH AUBURNDALE IN CLOSE PROXIMITY TO THE NORTH, WEST AND SOUTH IN SECTION 28, TOWNSHIP 27, RANGE 25; 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 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 a Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment November 5, 2025; and

WHEREAS, the Board held two public hearings on December 2, 2025 and December 16, 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:

SECTION 1: The Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, shall be amended in the following manner:

Section E105 Parcel Specific Comprehensive Plan Amendments (CPA) with Conditions

Table E1 Parcel Specific Comprehensive Plan Amendments (CPA) with Conditions (Insert Row)

Subsection	CPA Case Number	CPA Approval	Parcel Number(s)
V	CPA LDCPAS-2025-17 Braddock & Berkley NAC	December 16, 2025	252728-000000-043020, 252728-000000-043180, 252728-000000-043190, 252728-000000-043200, 252728-000000-043210, 252728-000000-043230, 252728-000000-043230, 252728-000000-043240

APPENDIX E SECTION E105 V - LDCPAS-2025-17 Parcel Numbers: 252728-000000-043020, -252728-000000-043180, 252728-000000-043190, 252728-000000-043200, 252728-000000-043210, 252728-000000-043230, 252728-000000-043230, 252728-000000-043240

1. Applicability

The provisions and requirements of this Subsection apply to the subject site, the boundaries of which are shown on the Future Land Use Map Series and Land Use District maps, more particularly those depicted in the panel showing Range 25, Township 27, Section 28. The entire site is legally described as:

DESCRIPTION:
Tract 1 (252728-000000-043020)
The north 125.00 feet of the East 360 feet of the SE ¼ of the NW ¼ of the SW ¼ of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less road right-of-way for S.R. 655 Containing 0.93 acres.

and

Tract 2 (252728-000000-043180)
The South 125.00 feet of the North 250.00 feet of the East 360.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less road right-of-way for S.R. 655. Containing 0.93 acres.

and

Tract 3: **(252728-000000-043190)**
The South 125.00 feet of the North 375.00 feet of the East 360.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27, South Range 25 East, Polk County, Florida. Less road right-of-way for S.R. 655. Containing 0.93 acres.

and

Tract 4: **(252728-000000-043200)**
The East 200.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the North 375.00 feet thereof, Less road right-of-way for S.R. 655 and Braddock Road. Containing 0.96 acres.

and

Tract 5: **(252728-000000-043210)**
The West 160.00 feet of the East 360.00 feet of the SE 1/4 of the NW 1/4 of the .SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the North 375.00 feet thereof, less road right-of-way for Braddock Road. Containing 0.94 acres.

and

Tract 6: **(252728-000000-043220)**
The SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the North 400.00 feet thereof and less the East 460.00 feet thereof, less road right-of-way for Braddock Road. Containing 1.1 acres.

and

Tract 7: **(252728-000000-043230)**
The South 200.00 feet of the North 400.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the East 410.00 feet thereof.
and
The West 50.00 feet of the East 460.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the North 400.00 feet thereof and less road right-of-way for Braddock Road. Containing 1.4 acres.

and

Tract 8: **(252728-000000-043240)**
The North 200.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the East 360.00 feet thereof:
and
The West 50.00 feet of the East 410.00 feet of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 28, Township 27 South, Range 25 East, Polk County, Florida. Less the North 200.00 feet thereof and less road right-of-way for Braddock Road. Containing 1.87 acres.
Less and except
A parcel of land lying in the Northwest one-quarter (N.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of Section 28, Township 27 South, Range 25 East, less the road right of way for Braddock Road as recorded in Official Records Book 958, at Page 415, and Official Records Book 7565, at Page 109, of the Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at a 4 inch by 4 inch concrete monument (broken) with a 1/2 inch iron rod bent marking the Southwest corner of the Southwest one-quarter (S.W. 1/4) of Section 28; thence North 00°12'09" West, along the West line of said Southwest one-quarter (S.W. 1/4), a distance of 1,311.41 feet to the Southwest corner of the Northwest one-quarter (N.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of Section 28; thence North 89°59'56" East, along the South line of said Northwest one-quarter (N.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of Section 28, a distance of 665.49 feet to a railroad spike marking the Southeast corner of the Southwest one-quarter (S.E. 1/4) of the Northwest one-quarter (N.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of Section 28; thence North 00°01'11" West, along the West line of said Southeast one-quarter (S.E. 1/4) of the Northwest one-quarter (N.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of Section 28, a distance of 25.00 feet to the POINT OF BEGINNING, being on the existing Northerly right of way line of Braddock Road (also known as Spring Road) per Official Record Book 872, Page 339 of the Public Records of Polk County, Florida; thence North 00°01'11" West, continuing along said West line, a distance of 68.56 feet; thence departing said East line, run South 89º54'17" East, a distance of 593.84 feet; thence North 44°38'36" East, a distance of 52.50 feet to the existing West right of way line of State Road No. 655 (Berkley Road) as recorded in said Official Records Book 7565, at Page 109; thence South 05°01'43" East, along said existing West right of way line, a distance of 79.93 feet; thence South 42°35'00" West, along said existing West right of way line, a distance of 34.36 feet to its intersection with the existing North right of way line of said Braddock Road; thence South 89º59'56" West, along said existing North right of way line, a distance of 614.46 feet to the POINT OF BEGINNING. Containing 1.005 acres, more or less.

Containing 7.95 acres, more or less.

2. Allowable Uses and Intensity of Development

a. The development of Block A shall be allowed per Table 2.1 of the Land Development Code for Neighborhood Activity Center, except the following uses are prohibited:

I. Alcohol Package Sales
II. Cemetery
III. Helistops
IV. Marina and Related Facilities
V. Medical Marijuana Dispensaries
VI. Mining, Non-phosphate
VII. Nurseries and Greenhouses
VIII. Utility, Class III
IX. Vehicle Service, Mechanical
X. Water Ski Schools

b. The development of Block B shall be allowed per Table 2.1 of the Land Development Code for Neighborhood Activity Center, except the following uses are prohibited:

I. Gas Station
II. Alcohol Package Sales
III. Car Wash, Incidental
IV. Cemetery
V. Helistops
VI. Marina and Related Facilities
VII. Medical Marijuana Dispensaries
VIII. Mining, Non-phosphate
IX. Nurseries and Greenhouses
X. Recreation, & Amusement, General
XI. Retail, 35,000-64,000 sq. ft.
XII. Retail, more than 65,000 sq. ft.
XIII. School, Technical/Vocational/Trade & Training
XIV. Utility, Class III
XV. Vehicle Service, Mechanical
XVI. Water Ski Schools

c. The development of Block C shall be allowed per Table 2.1 of the Land Development Code, except the following uses are prohibited:

XI. Gas Station
XII. Alcohol Package Sales
XIII. Car Wash, Incidental
XIV. Cemetery

XV. Helistops
XVI. Marina and Related Facilities
XVII. Medical Marijuana Dispensaries
XVIII. Mining, Non-phosphate
XIX. Nurseries and Greenhouses
XX. Recreation, & Amusement, General
XXI. Restaurant, Drive-thru/Drive-in
XXII. Retail, 35,000-64,000 sq. ft.
XXIII. Retail, more than 65,000 sq. ft.
XXIV. School, Technical/Vocational/Trade & Training
XXV. Utility, Class III
XXVI. Vehicle Service, Mechanical
XXVII. Water Ski Schools

d. Outdoor Storage shall be prohibited in all blocks with the exception approved Self-storage facilities and subject to the Land Development Code Section 303 self-storage facilities.
e. The boundaries of Blocks A, B, and C shall generally match the boundaries as depicted in the Activity Center Plan.

3. Enhanced Developer Standards

a. All allowable uses shall comply with the following additional site development standards on all Level 2, 3, or 4 reviews prior to site alteration or development:

i. Excluding property frontage on rights-of-way, all proposed development or redevelopment of the subject site shall be conditioned upon Landscape Buffers, as defined in Section 720 of this code, with the following modifications:

a. any vegetative buffer shall achieve 80% opacity with shrubs capable of growing 36 inches in height within 12 months of planting; and

b. the Landscape Buffers may be constructed in phases as the site develops in either Block A or Block B or Block C, as delineated on the Activity Center Plan, and as follows:

1). Upon commencement of development in Block A, the 10' Type "A" Landscape Buffer shall be constructed along the entire northern boundary of Block A, the 10' Type "A" Landscape Buffer along the frontage of right-of-way of Berkley Road and Braddock Road, and the 6' Type "A" with Fence Landscape Buffer shall be constructed, if not constructed as a result of development by Block C, along the boundary between Block A and Block C.

2). Upon commencement of development in Block B, the 10' Type "B," including a fence that shall be a minimum six feet high, 100

percent opaque wood or PVC, Landscape Buffer shall be constructed along the entire northern boundary of Block B, the 10' Type "A" buffer along the frontage of right-of-way of Berkley Road, and the 6' Type "A," including a fence that shall be a minimum six feet high, 100 percent opaque wood or PVC, Landscape Buffer shall be constructed, if not constructed as a result of development by Block C, along the boundary between Block B and Block C.

3). Upon commencement of development in Block C, the 10' Type "B," including a fence that shall be a minimum six feet high, 100 percent opaque wood or PVC, Landscape Buffer shall be constructed along the entire western boundary and northern boundary of Block C, the 10' Type "A" buffer along the frontage of right-of-way of Braddock Road, and the 6' Type "A," including a fence that shall be a minimum six feet high, 100 percent opaque wood or PVC, Landscape Buffer shall be constructed, if not constructed as a result of development by Block C, along the boundary between Block B and Block C.

ii. Except when special requirements in this section are more stringent, all uses shown as allowed in the NAC Land Use designation as "P" in table 2. 1 of Chapter 2 of this LDC shall, at a minimum, comply with the Criteria for Conditional Uses for uses contained in Section 303 of this Code. All uses will be subject to the Level of Review established as per Table 2. 1 of this LDC.

iii. The first Level 2 review submitted for any Block shall include a master infrastructure plan, including stormwater plans, utility easements, and cross-access easements, for the entire site.

iv. A cross-access easement between and among the subject Blocks, generally consistent with the Activity Center Plan, will be recorded prior to site plan (Level 2) approval for the respective development areas. This shall include facilitating future expansion of the Activity Center Plan to adjacent parcels. The easements are displayed in the general location and maybe adjusted without an amendment to this section of the Activity Center Plan as long as cross-access maintained in a safe manner.

v. The edge of the retention ponds shall be landscaped with similar planting materials of a Type "A" Buffer along any side not adjacent to another buffer.

vi. Unless as otherwise provided herein for lighting, No structure or parking shall be located within the landscape buffer.

vii. All truck parking, vehicle repair bay/area, outdoor storage, transit facilities, and loading and unloading areas shall be at least fifty (50) feet from all

property lines abutting residential uses, excluding property lines abutting right-of-way.

viii. All principal structures and those accessory structures related to truck parking or loading and unloading activities shall be at least fifty (50) feet from all side and rear property lines, excluding property lines abutting rights-of-way.

ix. Accessory structures, not related to truck parking or loading and unloading activities shall be at least twenty (20) feet from all side and rear property lines.

x. The maximum height of any on-site light sources shall be forty (40) feet if placed at least thirty (30) feet from a residential property line, and twenty four (24) feet if within thirty (30) feet of an existing residential property line. The height limitation shall not apply to boundaries abutting rights-of-way. Illumination shall be shielded and directional and any spill onto adjacent properties shall not exceed 0.5 foot candles and consistent with Dark Sky Friendly lighting.

xi. The minimum setback of the light source from the residential property line shall be a horizontal distance of twenty (20) feet, except when the light source is adjoining a right-of-way. If the on-site light source adjoins a right-of-way, the lighting can be placed within the landscape buffer as required by Section 720 of this code.

xii. For structures exceeding thirty-five (35) feet in height, setbacks from parcels designated or developed as residential shall be increased by one-half of one foot for each one foot of height over thirty-five (35) feet.

xiii. External operations such as receiving deliveries, docking, loading or unloading of trucks, shall be limited to the hours between 6 a.m. and 8 p.m. for non-residential development within two-hundred (200) feet of an existing residence.

xiv. Signs relating only to identification of the premises and occupants and to goods sold or services rendered on the premises shall be limited as to the type, number, and area, as follows:

1) All signage for the property shall be monument signs. This limitation shall not preclude building signs, window signs, or directional signs which shall be permitted in accordance with Section 760 of Land Development Code.

2) When more than one place of business or activity exists in combination on a site, not more than one monument sign may be permitted when such sign is mounted on a permanent support in any required front yard in this district if such sign and its support do not constitute substantial impediments to visibility in relation to traffic flow on the site or on the adjacent street. Such

monument sign, when identifying more than one place of business or activity or a combined grouping of places of business or activities, shall not exceed eighty (80) square feet in surface area per side or one-hundred-sixty (160) square feet in total combined surface area. No such sign support(s) shall be erected within ten (10) feet of any property line, excluding rights-of-way.

3) In addition, one sign, which does not exceed ten (10) square feet of surface area, for each ten (10) lineal feet of building frontage, the location of which is identified on the Occupational License. Such sign shall be mounted on the main building and shall not extend more than three (3) feet above the roof or beyond the sides of the building.

2. Revised Use Table

The following Prohibited Use Tables (Tables E4 - E7) shall replace Table 2.1 and specifies the types of uses explicitly prohibited within this site. If a use is not listed in this table, and listed in Table 2.1, it is allowable as allowed in Table 2.1. All conditions outlined in Section 303 of this Code shall apply to each use listed below:

TABLE E4, NAC PROHIBITED LAND USES FOR
LDCPAL-2024-13 AND LDCD-2024-7
BLOCK A

Prohibited
Alcohol Package Sales, Cemetery, Helistops, Marina and Related Facilities, Medical Marijuana Dispensaries, Mining, Non-phosphate, Nurseries and Greenhouses, Utility, Class III, Vehicle Service, Mechanical, Water Ski Schools

TABLE E4, NAC PROHIBITED LAND USES FOR
LDCPAL-2024-13 AND LDCD-2024-7
BLOCK B

Prohibited
Alcohol Package Sales, Car Wash, Incidental, Alcohol Package Sales, Car Wash, Incidental, Marina and Related Facilities, Medical Marijuana Dispensaries, Nurseries and Greenhouses, Recreation & Amusement General, Retail, 35,000-64,000 sq. ft., Cemetery, Helistops, Mining, Non-phosphate, Retail, More than 65,000 sq. ft., School, Technical/Vocational/ Trade & Training, Water Ski Schools

TABLE E4, NAC PROHIBITED LAND USES FOR
LDCPAL-2024-13 AND LDCD-2024-7
BLOCK C

Prohibited
Alcohol Package Sales, Car Wash, Incidental, Gas Station, Marina and Related Facilities, Medical Marijuana Dispensaries, Nurseries and Greenhouses, Recreation & Amusement General, Retail, 35,000-64,000 sq. ft., Utilities Class III, Vehicle Service, Mechanical, Cemetery, Helistops, Mining, Non-phosphate, Retail, More than 65,000 sq. ft., School, Technical/Vocational/ Trade & Training, Water Ski Schools,

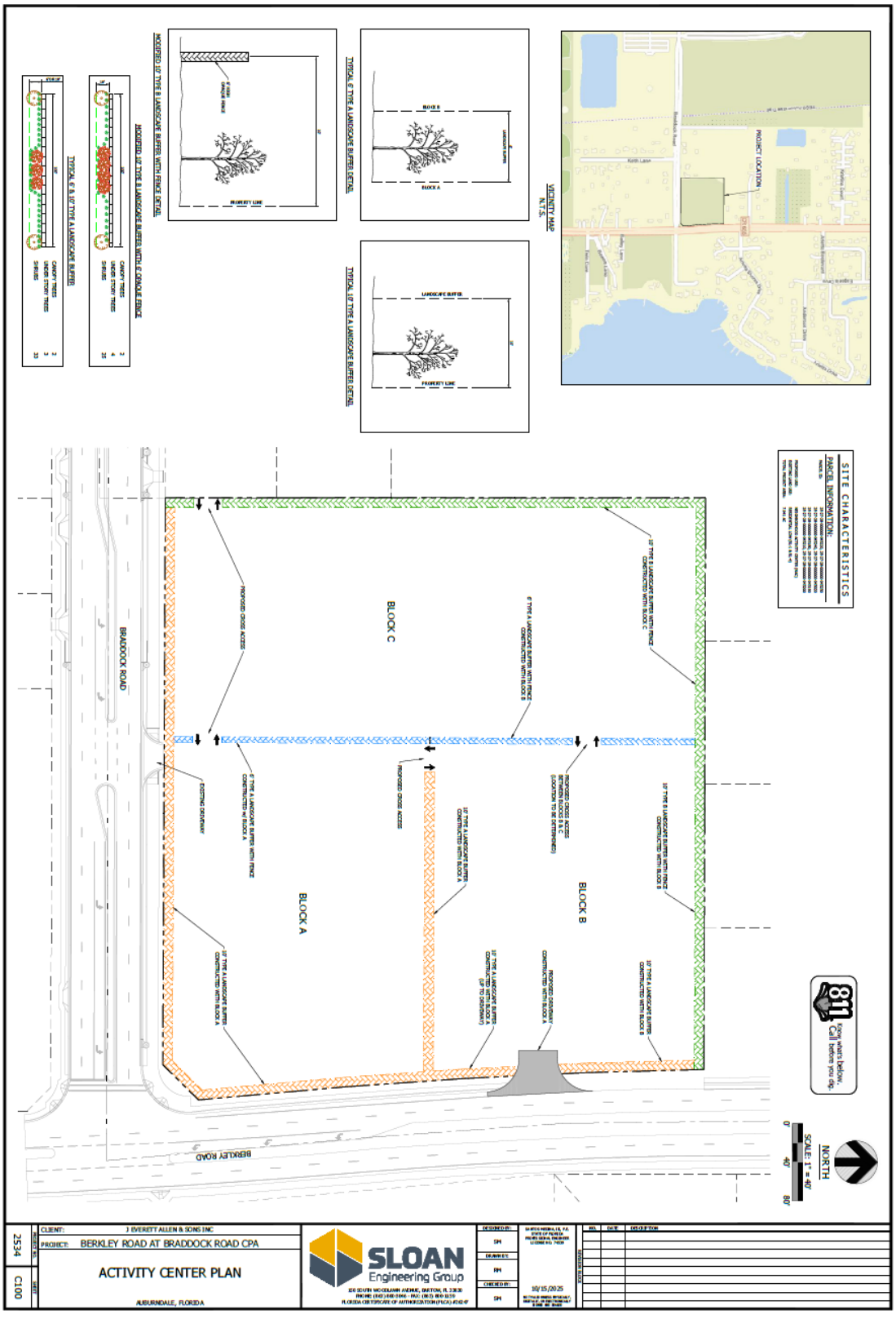
SECTION 2: SEVERABILITY

If any provisions 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 3: EFFECTIVE DATE

This ordinance shall be effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA THIS 16th DAY OF DECEMBER 2025.


MODIFIED 10' TYPE B LANDSCAPE BUFFER WITH 6' CHOLOLE FENCE
MODIFIED 10' TYPE B LANDSCAPE BUFFER WITH FENCE DETAIL
TYPICAL 6' TYPE A LANDSCAPE BUFFER DETAIL
TYPICAL 10' TYPE A LANDSCAPE BUFFER DETAIL
VICINITY MAP
N.T.S.
PROJECT LOCATION
SITE CHARACTERISTICS
PARCEL INFORMATION:
BLOCK C
BLOCK A
BLOCK B
BRADDOCK ROAD
BERKLEY ROAD
PROPOSED CROSS ACCESS
EXISTING DRIVEWAY
PROPOSED DRIVEWAY
811
Know what's below.
Call before you dig.
SCALE: 1" = 40'
NORTH
CLIENT: J. EVERETT ALLEN & SONS INC
PROJECT: BERKLEY ROAD AT BRADDOCK ROAD CPA
ACTIVITY CENTER PLAN
AUBURNDALE, FLORIDA
SLOAN Engineering Group
2534
C100

Impact Assessment Statement

This Impact Assessment Statement is connected to LDCPAS-2025-17 to reflect the change in requested use from CC to NAC.

A. Land and Neighborhood Characteristics: to assess the compatibility of the requested land use district with the adjacent property and to evaluate the suitability of the site for development, the applicant shall:

1. Show how and why is the site suitable for the proposed uses;

The establishment of a Neighborhood Activity Center district at the intersection of Berkley Road and Braddock Road meets the criteria set out in the Polk County Comprehensive Plan for both Activity Centers and Neighborhood Activity Centers that are germane at this stage of the development process. See attached exhibits included with the application. In addition, the proposed request will address an existing pattern of predominantly single-use residential development along Berkley Road.

2. Provide a site plan showing each type of existing and proposed land use;

See attached Future Land Use Map.

3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses;

The landscaping and buffering required by the Polk County Land Development Code adequately ensures that the proposed request is compatible with adjacent uses and entitlements in the area. The applicant will take any and all reasonable and necessary steps to minimize impacts to the properties surrounding the requested land use map amendment. In addition, the applicant has submitted property specific conditions and an activity center plan to ensure that compatibility concerns are addressed.

4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped;

The majority of the area surrounding the proposed site has been developed for residential uses. The proposed request will ultimately provide current and future residential developments in the area with access to the services typical of a NAC district, while creating an attractive, functional mix of uses.

5. Describe each of the uses proposed in a Planned Development and identify the following:

a. The density and types of residential dwelling units;

b. The type of commercial and industrial uses;

c. The approximate customer service area for commercial uses;

d. The total area proposed for each type of use, including open space and recreation

The Property is not within a Planned Development. Any development of the Property would be consistent with the Polk County Land Development Code, the Polk County Comprehensive Plan, and proposed site specific development criteria.

B. Access to Roads and Highways: to assess the impact of the proposed development on the existing, planned and programmed road system, the applicant shall:

1. Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;

A Traffic Impact Analysis will be provided prior to site plan approval.

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;

It is anticipated minor transportation improvements will be required for ingress/egress of the site in accordance with applicable County standards. The specific intersection types will be fully addressed at Level 2.

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;

The proposed development shall provide the requisite number of parking spaces required by the Polk County Land Development Code, which will be determined at Level 2 based on the actual square footages of the buildings constructed.

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and

The property abuts Braddock Road to the south and Berkley Road to the east. Both roads are classified as Urban Collector Roads. It is anticipated that minor transportation improvements will be required for ingress/egress of the site in accordance with applicable county standards. The specific intersection types will be fully addressed at Level 2.

5. Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.

Modes of transportation providing access to the property will be more fully understood upon the completion of a site plan and will be fully addressed at Level 2.

C. Sewage: to determine the impact caused by sewage generated from the proposed development, the applicant shall:

1. Calculate the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development;

The anticipated volume of sewage to be generated by the proposed site is unknown at this time. Site-specific information on waste generation will be fully addressed at Level 2.

2. Describe the proposed method and level of treatment, and the method of effluent disposal for the proposed sewage treatment facilities if on-site treatment is proposed;

The Property will connect to existing public utilities from City of Auburndale or provide on-site treatment. Prior to development, the Applicant will coordinate with the City of Auburndale to determine location of lines and available capacity.

3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems;

Any proposed system will be designed in accordance with applicable and appropriate rules and regulations.

4. Identify the service provider; and

The Property will connect to existing public utilities from City of Auburndale, if available, or provide on-site well and septic.

5. Indicate the current provider's capacity and anticipated date of connection.

Capacity and the date of connection will be more fully understood and addressed at Level 2.

D. Water Supply: to determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area, the applicant shall:

1. Indicate the proposed source of water supply and, the type of treatment;

The Property will connect to existing public utilities from City of Auburndale, if available, or provide on-site treatment. Prior to development the Applicant will coordinate with the City of Auburndale to determine location of lines and availability of capacity.

2. Identify the service provider;

The Property will connect to existing public utilities from City of Auburndale, if available, or provide well and septic.

3. Calculate the estimated volume of consumption in gallons per day (GPD); and

The anticipated volume of water consumption is unknown at this time. Site-specific information on water consumption will be fully addressed at Level 2.

4. Indicate the current provider's capacity and anticipated date of connection

Capacity and the date of connection will be more fully understood and addressed at Level 2.

E. Surface Water Management and Drainage: to determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development, the applicant shall:

1. Discuss the impact the proposed development will have on surface water quality;

The stormwater management system for the project site will be designed to meet regulatory requirements that will ensure adequate BMPs are instituted. The property does not have any areas of concern and surface water quality will not be negatively impacted by the development.

2. Describe the alteration to the sites natural drainage features, including wetland, that would be necessary to develop the project;

There does not appear to be any state or federal jurisdictional wetlands or surface water features located within the project site.

3. Describe the impact of such alterations on the fish and wildlife resources of the site;

Based on the available GIS information, there are no state or federally jurisdictional wetland or surface water features or other bodies of open water identified within the project site. Per the Florida Biodiversity Matrix GIS application, no endangered plant and animal species exist on the site. No significant impact to existing wildlife resources is anticipated from the project.

4. Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.

No change is anticipated.

F. Population: to determine the impact of the proposed developments additional population, the applicant shall:

1. Calculate the projected resident (and transient) population of the proposed development and the generated population in the case of commercial or industrial uses;

Indeterminable at this time.

2. Describe, for commercial and industrial projects, the employment characteristics including the anticipated number of employees, type of skills or training required for the new jobs, the percentage of employees that will be found locally or are expected to be drawn from outside the county or state, and the number of shifts per day and employees per shift;

Indeterminable at this time.

3. Indicate the expected demographic composition of the additional population (age/socio-economic factors); and

Indeterminable at this time.

4. Describe the proposed service area and the current population thereof.

Indeterminable at this time. Market data will be submitted upon completion.

G. General Information: to determine if any special needs or problems will be created by the proposed development, the applicant shall:

1. List and discuss special features of the proposed development that promote desirability and contribute to neighborhood needs; and

The proposed future land use map amendment would allow for the proposed development to provide NAC uses in area that is predominantly single-use residential.

2. Discuss the demand on the provision for the following services:

a. Parks and Recreation;

None.

b. Educational Facilities (preschool/elementary/middle school/high school);

None.

c. Health Care (emergency/hospital);

No impact to health care is anticipated.

d. Fire Protection;

The nearest fire protection is Auburndale Fire Department (100 Ariana Ave, Auburndale, FL 33823).

e. Police Protection and Security; and

The nearest police protection and security is Auburndale Police Department (2 Bobby Green Plaza, Auburndale, FL 33823.

f. Electrical Power Supply

Indeterminable at this time.

H. Maps: the following maps shall accompany all Impact Assessment Statements:

Map A: A location map showing the relationship of the development to cities, highways, and natural features;

See attached Location Map

Map B: A Topographical Map with contour intervals of no greater than five feet, the identification of the property boundaries, and a delineation of the areas of special flood hazard (100 year flood plain) as shown on the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA) for Polk County;

See attached Topographical Map.

Map C: A Land Use and Land Use District Map showing the existing land use designations and districts on and abutting the proposed development, including lot sizes and density;

See attached Future Land Use Map.

Map D: A Soils Map with soils designated according to Natural Resources Conservation Service classifications. If available, USDA Natural Resources Conservation Service (NRCS) soil surveys are preferable;

See attached Soils Map

Map E: A Traffic Circulation Map identifying any existing roads on or adjacent to the proposed development and indicating the name of the roads, maintenance jurisdiction, and pavement and right-of-way widths.

See attached Location Map w/ Roads.

Map F: A Site Plan showing land uses, the layout of lots, the type and maximum density for each type of residential area; the typical minimum lot sizes and dimensions for each use and unit type, and the dimensions, locations, and types of buffers, easements, open space areas, parking and loading areas, setbacks, and vehicular circulation routes; and

See Activity Center Plan.

Map G: A Drainage Map delineating existing and proposed drainage areas, water retention areas, drainage structures, drainage easements, canals, wetlands, watercourses, and other major drainage features.

A Drainage Map is not available at this time, as we do not have any engineered plans to evaluate the proposed location of stormwater ponds, buildings, impervious surface,

Demonstration of Need and Justification

This is an amendment to the original Demonstration of Need and Justification for LDCPAS-2025-17.

This is a two part request for (1) a Small Scale Comprehensive Plan Amendment for future land use change to allow neighborhood activity center uses on +/-7.9 acres of land situated north of Braddock Road, west of Berkley Road, and east of Polk Parkway (the "Subject Property") and a Comprehensive Plan text amendment to Appendix 2.135 to add a reference that the Subject Property has development standard conditions in the Land Development Code and (2) a LDC text amendment to add property specific development standard conditions for the Subject Property in Appendix E.

The Subject Property is currently designated as Residential Low (RL-1 and RL-4) and lies within an Urban Growth Area. The proposed change would redesignate the Subject Property to Neighborhood Activity Center (NAC). The applicant recognizes an Activity Center Plan (ACP), as set out in Section 2.110 of the Polk County Comprehensive Plan, is required to exceed the general acreage requirements established for NAC districts and to establish landscaping/buffering requirements to address compatibility concerns. The applicant has submitted an ACP connected with Project Number LDCT-2025-19.

The establishment of an NAC district at the intersection of Berkley Road and Braddock Road meets the criteria set out in the Polk County Comprehensive Plan for both Activity Centers and Convenience Centers. *See Consistency Analysis*. In addition, the proposed request will address an existing pattern of predominantly single-use residential development along Berkley Road. Disrupting the pattern of single-use development will ultimately provide current and future residential developments in the area with access to the services typical of a NAC district, while creating an attractive, functional mix of uses and avoiding sprawl.

Consistency Analysis

This Consistency Analysis is connected to LDCPAS-2025-17 and LDCT-2025-19 to reflect the change in requested use from CC to NAC. Contained below is an analysis of the consistency of the proposed request with provisions of the Polk County Comprehensive Plan that are germane at this stage of the development process.

SECTION 2.102 GROWTH MANAGEMENT.

OBJECTIVE 2.102-A: Development within unincorporated Polk County shall occur in accordance with the policies stated within this Future Land Use Element and all other Goals, Objectives and Policies incorporated within the Polk County Comprehensive Plan.

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.

ANALYIS: *The proposed request will promote contiguous and compact growth patterns by introducing a NAC district in an area that is predominantly single-use residential development. In addition, the proposed site will act to provide services to communities along Braddock Road.*

POLICY 2.102-A11: URBAN SPRAWL CRITERIA - In accordance with Rule 9J-5.006(5) of the Florida Administrative Code, Polk County will discourage the proliferation of urban sprawl by use of the following criteria when determining the appropriateness of establishing or expanding any land use or development area. The analysis must ask whether or not the proposed plan amendment . . .

ANALYSIS: *See Demonstration of Need and Justification for analysis on how the proposed request will discourage the proliferation of urban sprawl.*

SECTION 2.105 URBAN-GROWTH AREAS (UGA).

OBJECTIVE 2.105-A: The Polk County Plan shall provide areas for the future development of urban-intensity growth through:

a.the designation and mapping of Urban Growth Areas, and

b.the establishment of policies to govern the development of land within the Urban-Growth Areas.

POLICY 2.105-A1: DESCRIPTION - Urban-Growth Areas shall:

. . .

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;

ANALYSIS: *A NAC district on the proposed site will ultimately introduce new employment and shopping opportunities to the area. The existing and planned single-use residential development along Berkely Road will increase demand for such services in the area. In the past couple of years, the City of Auburndale, FDOT, and Polk County worked together to cause the jurisdictional transfer of Berkley Road to the state road system. This is change significantly changes the type and amount of traffic on Berkely Road, which has effectively turned it into a truck route to I-4 from U.S. 92, further justifies the growing demand for commercial services. In addition, the proposed site's proximity to residential developments will promote walkability in the area.*

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.

ANALYSIS: *NAC districts are permitted in the Urban Growth Area (UGA).*

OBJECTIVE 2.110-D: NEIGHBORHOOD ACTIVITY CENTERS - The Polk County Plan shall provide for the local-shopping needs of residents through:

a.the designation and mapping of Neighborhood Activity Centers on the Future Land Use Map Series; and

b.the establishment of criteria applicable to the location and development of land within Neighborhood Activity Centers.

POLICY 2.110-D3: LOCATION CRITERIA - Neighborhood Activity Centers shall be located at the intersections of arterial and/or collector roads. There shall be the following traveling distances, on public roads, between the center of a Neighborhood Activity Center and the center of any other Neighborhood Activity Center, or other higher-level Activity Center, Linear Commercial Corridor, or Commercial Enclave providing for the same neighborhood-shopping needs:

a. Two (2) miles within the TSDA and UGA.

b. Four (4) miles within the SDA and UEA.

This required separation may be reduced if:

a. The higher-level Activity Center, Linear Commercial Corridor or Commercial Enclave within the required distance separation is over 80% developed; or

b. The proposed Neighborhood Activity Center market-area radius, minimum population support is over 10,000 people.

ANALYSIS: *The proposed site is located at the intersection of Berkley Road and Braddock Road. Both roads have functional classifications as Urban Collector roads. The nearest County designated Activity Center is a Commercial Enclave located at Denton Avenue and Berkely Road, which is more than one (1) mile away from the proposed site. It should also be noted there are other commercial designations within the area but they have unique characteristics regarding their designations, future intended use, and ownership. For instance, the nearest City of Auburndale activity center on Berkley Road is to the south and is owned by Polk County as part of the Lake Myrtle Park. Moving further south to Denton, there is a parcel designated as commercial that is owned by Polk County School Board for future use as a school. That said, the County Comprehensive plan provides for these instances. Separation requirements may be reduced when minimum population support exceeds 10,000 people within the proposed site's market-area radius. The applicant has submitted market data demonstrating that the site's market-area radius supports over 10,000 people. When reviewed together there is ample justification and need demonstrated for the establishment of this corner for NAC uses.*

POLICY 2.110-D4: DEVELOPMENT CRITERIA - Development within a Neighborhood Activity Center shall conform to the following criteria:

a. Neighborhood Activity Centers shall have frontage on, or direct access to, an arterial or major collector roadway, or a frontage road or service drive which directly serves an arterial or collector roadway.

b. Different uses within a Neighborhood Activity Center shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical.

c. 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.

d. Residential uses shall not be permitted in Neighborhood Activity Centers except as part of a mixed use Planned Development.

e. Office uses shall not exceed 40 percent of the total area of the Neighborhood Activity center. Commercial uses may constitute 100 percent of the Neighborhood Activity center.

f. The maximum floor area ratio shall not exceed 0.25 unless developed as a Planned Development.

g. Planned Developments within the Neighborhood Activity Center may be permitted a maximum floor area ratio up to 0.70 and a maximum residential density of 5 dwelling units per acre. Intensity and density increases shall only be awarded to innovative, efficient, and compatible Planned Development proposals that are consistent with the general district characteristics and are located within the TSDA and UGA. The Land Development Code shall establish specific development standards and criteria for Planned Developments within activity centers.

ANALYSIS: *The proposed site abuts two (2) collector roads, Braddock Road and Berkley Road.*

POLICY 2.110-D5: ADJACENT DEVELOPMENT - Subject to the criteria and requirements of Section 2.125-C relating to Transitional Areas, development adjacent to a Neighborhood Activity Center may include the following uses: Office, Residential, Institutional, and Recreation and Open Space.

ANALYSIS: *The proposed site is adjacent to residential uses, which is a compatible use pursuant to Policy 2.110-D5 of the Comprehensive Plan.*

OBJECTIVE 2.110-L: ACTIVITY-CENTER PLANS - The Polk County Plan shall provide procedures for the preparation of Activity-Centers Plans in order to ensure that Activity Centers develop in a manner consistent with sound planning principles, and in accordance with development objectives of the County.

POLICY 2.110-L1: ACTIVITY-CENTER PLANS - An Activity-Center Plan (ACP) is a special, detailed land use plan for a specific Activity Center. An ACP shall include a land use map and accompanying objective and policies to provide special conditions, restrictions, or requirements for activities within the ACP. ACPs shall be incorporated into the Land Development Code with reference to the Comprehensive Plan.

ANALYSIS: *The applicant has provided an Activity Center Plan consistent with the requirements of the Polk County Comprehensive Plan. The applicant's Activity Center Plan addresses those special conditions, restrictions, and/or requirements contemplated in the Polk County Comprehensive Plan.*

POLICY 2.110-L2: INITIATED BY THE COUNTY - An Activity-Center Plan may be adopted for an Activity Center and become incorporated into the Future Land Use Element by a Comprehensive Plan Amendment for all new Activity Centers proposed. The ACP, shall at a minimum, include land use, traffic, and market studies, or other appropriate studies to support the requested ACP.

ANALYSIS: *N/A to this request.*

POLICY 2.110-L3: INITIATED BY A PROPERTY OWNER - Any property owner applying for a new Activity Center shall prepare and submit an ACP for consideration by the Board of County Commissioners for inclusion within the Future Land Use Element through a Comprehensive Plan Amendment. The ACP can also be used as supporting documentation for a proposed expansion or reclassification. The Board may require that such submittal of a requested ACP include land use, traffic, and market studies, or other appropriate studies to support the requested ACP as outlined in L5 below.

ANALYSIS: *The applicant is applying for a new Activity Center. The applicant has provided an Activity Center Plan consistent with the requirements of the Polk County Comprehensive Plan. The applicant's Activity Center Plan addresses those special conditions, restrictions, and/or requirements contemplated in the Polk County Comprehensive Plan.*

POLICY 2.110-L4: PLAN REQUIRED - A developer shall be required to prepare and submit an ACP for the following:

a. a Development of Regional Impact (DRI) within an Activity Center;

b. a request to develop a residential development with a "Special Residential" classification (15 DU/AC or more) within an Activity Center; or

c. any new Activity Center proposed.

ANALYSIS: *This is an applicant initiated request for a Small Scale Comprehensive Plan amendment for future land use change to allow neighborhood activity center uses on the Subject Property. As such, the applicant has submitted an Activity Center Plan.*

POLICY 2.110-L5: PLAN REQUIREMENTS - ACPs, at a minimum, shall include a map, or maps, and policies which establish:

a. Land uses designations for all property within the center;

b. development criteria;

c. development restrictions, if appropriate;

d. a traffic circulation plan for the activity center; and

e. special transportation restrictions, if appropriate.

f. identify environmentally sensitive lands and endangered natural communities and outline proposals for the preservation and/or conservation of these areas; and

g. any other information that the Land Development Director or his designee may request.

ANALYSIS: *See materials contained within this application.*

1095

POLK COUNTY
www.polk-county.net

LEVEL 4
LAND DEVELOPMENT CODE
COMPREHENSIVE PLAN
AMENDMENT APPLICATION

Office of Planning and Development
Land Development Division
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
Phone (863)534-6792
FAX (863) 534-6407

TYPE OF AMENDMENT

Land Development Code (✓) **Text** ( ) **Sub-district**

Comprehensive Plan ( ) **Text** ( ) **Large Scale Map** ( ) **Small Scale Map**

Is property in a Selected Area Plan (SAP) ( ) **Yes** (✓) **No**

SAP Name _____

Pre Application Project # _____ **(Required)**

	Owner	Applicant	Contact Person
Name	J. EVERETT ALLEN & SONS, INC.	Palmetto Capital Group, LLC	John ("Bart") Allen
Work Number			(863) 683-6511
Fax Number			(863) 682-8031
Mailing Address	1501 S. FLORIDA AVENUE LAKELAND, FL 33803	PO BOX 2184 THOMASVILLE, GA 31799	PO Box 24628 Lakeland, FL 33802-4628
Email			ballen@petersonmyers.com

If additional contacts, please list on a separate sheet and submit with application.

Brief Description Request *(No more than 250 characters)*:

Applicant is requesting a CPA text amendment to Appendix 2.135 and a LDC text amendment to Appendix E to add property specific references relating to a request for a Small Scale Future Land Use change to Convenience Center (CC) (LDCPAS-2025-17).

960T

Request **From:** RL-1 & RL-4 Land Use/Sub-District

To: CC Land Use/Sub-District

Acreage: +/-7.9 acres

Parcel ID Number(s):

This lists only four (4) of the eight (8) parcels involved in this request. For a complete list of all parcels within this proposed request see attached Parcel ID List.

Range - Township - Section	Subdivision #	-	Parcel #
R 25 T 27 S 28	000000	-	043020
(Include others on a separate attachment)			
R 25 T 27 S 28	000000	-	043180
R 25 T 27 S 28	000000	-	043190
R 25 T 27 S 28	000000	-	043200

Address and Location of Property:

The property is located north of Braddock Road, west of Berkley Road, and east of Polk Parkway. See Location Map attached.

Water Provider Name and Phone Number: City of Auburndale .

Sewer Provider Name and Phone Number: City of Auburndale .

( ) Yes (✔) No Is the property located in the Green Swamp Area of Critical State Concern? *(If yes, a Green Swamp Impact Assessment Statement must be submitted with this application.)*

Identify existing uses and structures on subject and surrounding properties (e.g. vacant, residential # du/ac, commercial approx. square feet, etc.):

Multiple Residences SFR and MH Future Land Use: RL-1 **NW**	M.H. (RP) & Multiple Residences SFR and MH Future Land Use: RL-1 **N**	Single Family Residential Future Land Use: RL-2 **NE**
M.H. (RP) & Single Family Residential Future Land Use: RL-1 & RL-4 **W**	Unplatted Future Land Use: RL-1 & RL-4 **Subject Property**	Vacant Residential City of Auburndale Future Land Use: Low Density Residential **E**
Vacant Residential & Single Family Residential Future Land Use: RL-1 **SW**	Single Family Residential Future Land Use: RL-1 **S**	Cropland w/ Residenital Future Land Use: RL-1 **SE**

Approval of this application does not waive any other applicable provisions of the Polk County Land Development Code, the Polk County Comprehensive Plan, the Polk County Utility Code which are not part of the request for this application, nor does approval waive any applicable Florida Statutes, Florida Building Code, Florida Fire Prevention Code, or any other applicable laws, rules, or ordinances, whether federal, state or local. The applicant has the obligation and responsibility to be informed of and be in compliance with all applicable laws, rules, codes and ordinances.

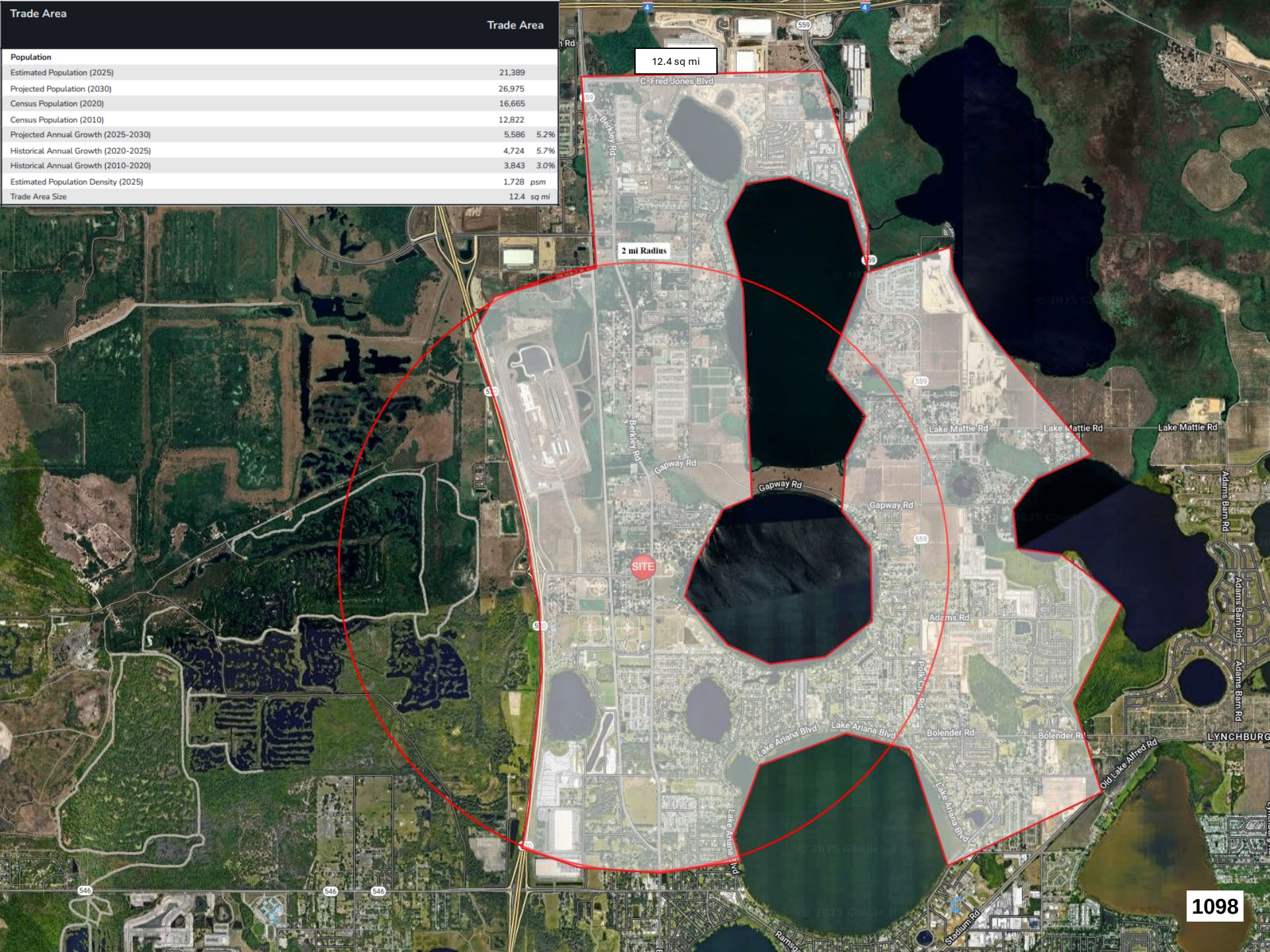
I, John ("Bart") Allen (print name), the owner of the property which is the subject of this application, or the authorized representative of owner of the property which is the subject of this application, hereby authorize representatives of Polk County to enter onto the property which is the subject of this application to perform any inspections or site visits necessary for reviewing this application. I understand that representatives of Polk County are not authorized to enter any structures dwellings which may be on the property.

Attorney

Property owner or property owner's authorized representative.

08/07/2025

Date:


Trade Area
Trade Area
Population
Estimated Population (2025) 21,389
Projected Population (2030) 26,975
Census Population (2020) 16,665
Census Population (2010) 12,822
Projected Annual Growth (2025-2030) 5,586 5.2%
Historical Annual Growth (2020-2025) 4,724 5.7%
Historical Annual Growth (2010-2020) 3,843 3.0%
Estimated Population Density (2025) 1,728 psm
Trade Area Size 12.4 sq mi
12.4 sq mi
2 mi Radius
SITE
C. Fred Jones Blvd
Berkley Rd
Gapway Rd
Lake Mattie Rd
Adams Rd
Adams Barn Rd
Polk City Rd
Lake Ariana Blvd
Bolender Rd
Old Lake Alfred Rd
Stadium Rd
LYNCHBURG
559
546
1098

1. Allowable Uses and Intensity of Development

a. The development of Block A shall be allowed per Table 2.1 of this Land Development Code for Neighborhood Activity Center uses shall be permitted, except the following uses are prohibited~~.~~:

I. Cemetery
II. Helistops
III. Marina and Related Facilities
IV. Medical Marijuana Dispensaries
V. Mining, Non-phosphate
VI. Nurseries and Greenhouses
VII. Utility, Class III
VIII. Vehicle Service, Mechanical
IX. Water Ski Schools

b. The development of Block B shall be allowed per Table 2.1 of the Land Development Code, except the following uses are prohibited:

I. Gas Station
II. Alcohol Package Sales
III. Car Wash, Incidental
IV. Cemetery
V. Helistops
VI. Marina and Related Facilities
VII. Medical Marijuana Dispensaries
VIII. Mining, Non-phosphate
IX. Nurseries and Greenhouses
X. Recreation, & Amusement, General
XI. Retail, 35,000-64,000 sq. ft.
XII. Retail, more than 65,000 sq. ft.
XIII. School, Technical/Vocational/Trade & Training
XIV. Utility, Class III
XV. Vehicle Service, Mechanical
XVI. Water Ski Schools

c. The development of Block C shall be allowed per Table 2.1 of the Land Development Code, except the following uses are prohibited:

I. Gas Station
II. Alcohol Package Sales
III. Car Wash, Incidental
IV. Cemetery
V. Helistops
VI. Marina and Related Facilities
VII. Medical Marijuana Dispensaries
VIII. Mining, Non-phosphate
IX. Nurseries and Greenhouses

X. Recreation, & Amusement, General
XI. Restaurant, Drive-thru/Drive-in
XII. Retail, 35,000-64,000 sq. ft.
XIII. Retail, more than 65,000 sq. ft.
XIV. School, Technical/Vocational/Trade & Training
XV. Utility, Class III
XVI. Vehicle Service, Mechanical
XVII. Water Ski Schools

d. Outdoor Storage shall be prohibited in all blocks with the exception of recreational vehicles/boats storage.

e. The boundaries of Blocks A, B, and C shall generally match the boundaries as depicted in the Activity Center Plan.

2. Enhanced Developer Standards

a. All allowable uses shall comply with the following additional site development standards on all Level 2, 3, or 4 reviews prior to site alteration or development:

i. Excluding property frontage on rights-of-way, all proposed development or redevelopment of the subject site shall be conditioned upon Landscape Buffers, as defined in Section 720 of this code, with the following modifications:

a. any vegetative buffer shall achieve 80% opacity with shrubs capable of growing 36 inches in height within 12 months of planting; and

b. the Landscape Buffers may be constructed in phases as the site develops in either Block A or Block B or Block C, as delineated on the Activity Center Plan, and as follows:

1). Upon commencement of development in Block A, the 10' Type "A" Landscape Buffer shall be constructed along the entire northern boundary of Block A, the 10' Type "A" Landscape Buffer along the frontage of right-of-way of Berkley Road and Braddock Road, and the 6' Type "A" with Fence Landscape Buffer shall be constructed, if not constructed as a result of development by Block C, along the boundary between Block A and Block C.

2). Upon commencement of development in Block B, the 10' Type "B," including an opaque fence, Landscape Buffer shall be constructed along the entire northern boundary of Block B, the 10' Type "A" buffer along the frontage of right-of-way of Berkley Road, and the 6' Type "A," including an opaque fence, Landscape Buffer shall be constructed, if not constructed as a result of development by Block C, along the boundary between Block B and Block C.

3). Upon commencement of development in Block C, the 10' Type "B," including an opaque fence, Landscape Buffer shall be constructed along the entire western boundary and northern boundary of Block C, the 10' Type "A" buffer along the frontage of right-of-way of Braddock Road, and the 6' Type "A,"

including an opaque fence, Landscape Buffer shall be constructed, if not constructed as a result of development by Block C, along the boundary between Block B and Block C.

ii. Except when special requirements in this section are more stringent, all uses shown as allowed in the NAC Land Use designation as "P" in table 2. 1 of Chapter 2 of this LDC shall, at a minimum, comply with the Criteria for Conditional Uses for uses contained in Section 303 of this Code. All uses will be subject to the Level of Review established as per Table 2. 1 of this LDC.

iii. The first Level 2 review submitted for any Block shall include a master infrastructure plan, including stormwater plans, utility easements, and cross-access easements, for the entire site.

iv. A cross-access easement between and among the subject Blocks, generally consistent with the Activity Center Plan, will be recorded prior to site plan (Level 2) approval for the respective development areas. This shall include facilitating future expansion of the Activity Center Plan to adjacent parcels. The easements are displayed in the general location and maybe adjusted without an amendment to this section of the Activity Center Plan as long as cross-access maintained in a safe manner.

v. The edge of the retention ponds shall be landscaped with similar planting materials of a Type “A” Buffer along any side not adjacent to another buffer.

vi. Unless as otherwise provided herein for lighting, No structure or parking shall be located within the landscape buffer.

vii. All truck parking, vehicle repair bay/area, outdoor storage, transit facilities, and loading and unloading areas shall be at least fifty (50) feet from all property lines abutting residential uses, excluding property lines abutting right-of-way.

viii. All principal structures and those accessory structures related to truck parking or loading and unloading activities shall be at least fifty (50) feet from all side and rear property lines, excluding property lines abutting rights-of-way.

ix. Accessory structures, not related to truck parking or loading and unloading activities shall be at least twenty (20) feet from all side and rear property lines.

x. The maximum height of any on-site light sources shall be forty (40) feet if placed at least thirty (30) feet from a residential property line, and twenty four (24) feet if within thirty (30) feet of an existing residential property line. The height limitation shall not apply to boundaries abutting rights-of-way. Illumination shall be shielded and directional and any spill onto adjacent properties shall not exceed 0.5 foot candles and consistent with Dark Sky Friendly lighting.

xi. The minimum setback of the light source from the residential property line shall be a horizontal distance of twenty (20) feet, except when the light source is adjoining a

right-of-way. If the on-site light source adjoins a right-of-way, the lighting can be placed within the landscape buffer as required by Section 720 of this code.

xii. For structures exceeding thirty-five (35) feet in height, setbacks from parcels designated or developed as residential shall be increased by one-half of one foot for each one foot of height over thirty-five (35) feet.

xiii. External operations such as receiving deliveries, docking, loading or unloading of trucks, shall be limited to the hours between 6 a.m. and 8 p.m. for non-residential development within two-hundred (200) feet of an existing residence.

xiv. Signs relating only to identification of the premises and occupants and to goods sold or services rendered on the premises shall be limited as to the type, number, and area, as follows:

1) All signage for the property shall be monument signs. This limitation shall not preclude building signs, window signs, or directional signs which shall be permitted in accordance with Section 760 of Land Development Code.

~~1~~2) When more than one place of business or activity exists in combination on a site, not more than one ~~free-standing~~monument ~~identification~~ sign may be permitted when such sign is mounted on a permanent support in any required front yard in this district if such sign and its support do not constitute substantial impediments to visibility in relation to traffic flow on the site or on the adjacent street. Such ~~free-standing sign~~monument sign, when identifying more than one place of business or activity or a combined grouping of places of business or activities, shall not exceed eighty (80) square feet in surface area per side or one-hundred-sixty (160) square feet in total combined surface area. No such sign support(s) shall be erected within ten (10) feet of any property line, excluding rights-of-way.

~~2~~3) In addition, one sign, which does not exceed ten (10) square feet of surface area, for each ten (10) lineal feet of building frontage, the location of which is identified on the Occupational License. Such sign shall be mounted on the main building and shall not extend more than three (3) feet above the roof or beyond the sides of the building.

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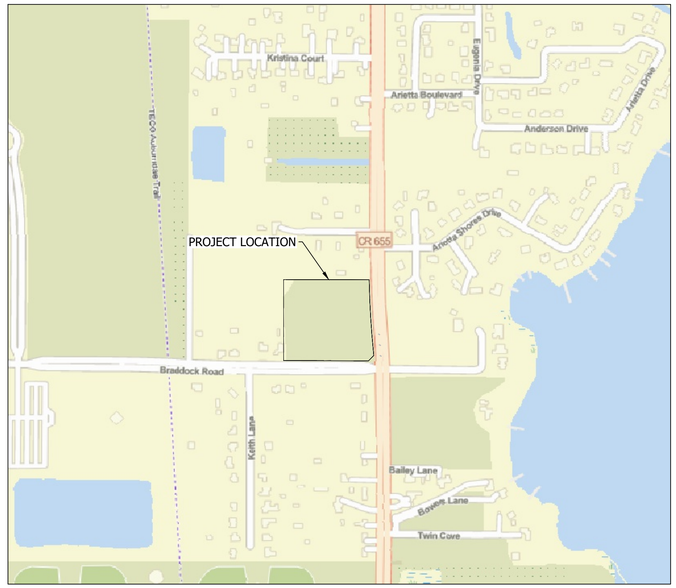
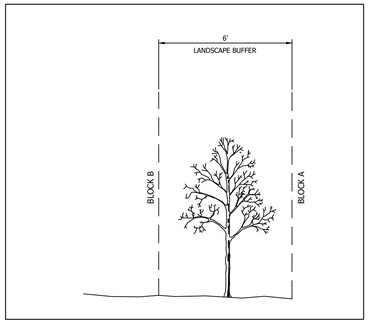
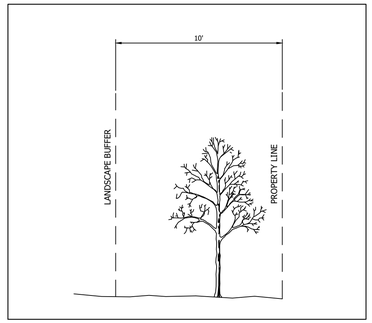


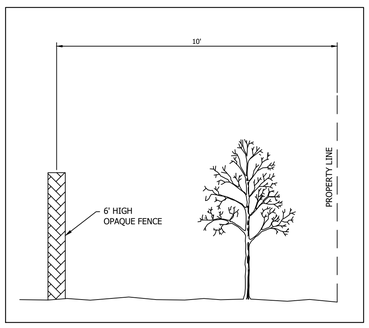
VICINITY MAP
N.T.S.



TYPICAL 6' TYPE A LANDSCAPE BUFFER DETAIL

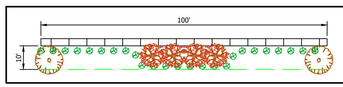


TYPICAL 10' TYPE A LANDSCAPE BUFFER DETAIL



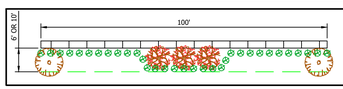
MODIFIED 10' TYPE B LANDSCAPE BUFFER WITH FENCE DETAIL

MODIFIED 10' TYPE B LANDSCAPE BUFFER WITH 6' OPAQUE FENCE



CANOPY TREES	2
UNDER STORY TREES	4
SHRUBS	25

TYPICAL 6' & 10' TYPE A LANDSCAPE BUFFER



CANOPY TREES	2
UNDER STORY TREES	3
SHRUBS	33

SITE CHARACTERISTICS

PARCEL INFORMATION:

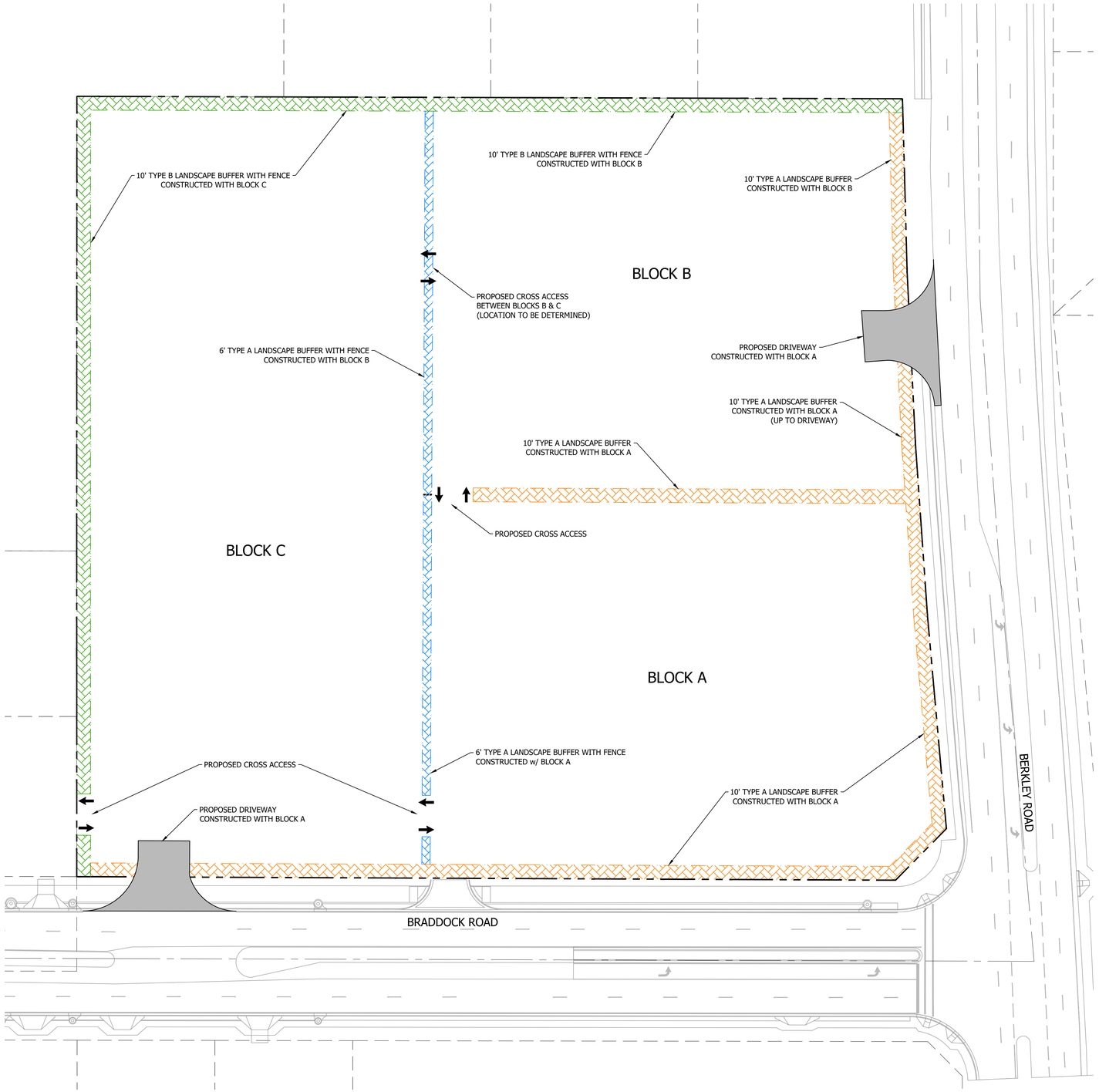
PARCEL ID:	25-27-28-000000-043220, 25-27-28-000000-043230 25-27-28-000000-043240, 25-27-28-000000-043020 25-27-28-000000-043180, 25-27-28-000000-043190 25-27-28-000000-043210, 25-27-28-000000-043200
PROPOSED USE:	CONVENIENCE CENTER (CC)
EXISTING LAND USE:	RESIDENTIAL LOW (RL-1 & RL-4)
TOTAL PROJECT AREA:	7.941 AC

811 Know what's below. Call before you dig.

NORTH

SCALE: 1" = 40'

0' 40' 80'



NO.	DATE	DESCRIPTION

REVISION BLOCK

SANTOS MEDINA, III, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 74539

07/28/2025

NOT VALID UNLESS PHYSICALLY SIGNED, DATED AND SEALED

DESIGNED BY:	DRAWN BY:	CHECKED BY:
SM	RM	SM

SLOAN Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3646 - FAX: (863) 800-1159
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247

CLIENT: J EVERETT ALLEN & SONS INC

PROJECT: BERKLEY ROAD AT BRADDOCK ROAD CPA

ACTIVITY CENTER PLAN

AUBURNDALE, FLORIDA

PROJECT NO.	SHEET
2534	C100

JOINT PLANNING AREA INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF AUBURNDALE AND POLK COUNTY

This **AGREEMENT** is made and entered into this 7th. day of October, 2009, by and between the CITY of Auburndale, a Florida municipal corporation (the "CITY") and Polk COUNTY, a political subdivision of the State of Florida (the "COUNTY"). The CITY and COUNTY shall collectively be referred to as "Parties."

RECITALS

1. The CITY and the COUNTY recognize that proper intergovernmental coordination is essential for sound growth management; and

2. The CITY and COUNTY seek to have compatible land uses adjacent to their common boundaries to provide for a more enjoyable quality of life for the citizens residing in Polk County, which includes the citizens in the City; and

3. The State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, physical abilities and service capacity to accommodate growth in an environmentally acceptable manner and use incentives and disincentives to achieve a sustainable mix of land uses; and

4. The State Comprehensive Plan requires local governments to protect the substantial investment in public facilities which already exists and to plan for and finance new facilities in a timely, orderly and efficient manner; and

5. The Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provides authority for interlocal agreements between local governments on matters such as annexation and joint planning; and

6. The Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation; and

7. In order to provide proper services for the citizens, the CITY and COUNTY are desirous of engaging in joint efforts to comprehensively and cohesively plan certain areas within the city limits of the CITY of Auburndale as well as certain areas located within the boundaries of unincorporated Polk COUNTY, which areas are collectively and individually referred to herein as the "Joint Planning Area" or the "JPA"; and

8. The JPA, as depicted in Exhibit "A," delineates areas where the CITY of Auburndale is providing municipal services or intends to provide municipal services; and

9. There is no intent for this Agreement to restrict the COUNTY's authority to amend its Comprehensive Plan and Map, Land Development Code and associated subdistrict map, or apply land development regulations or otherwise to make land use decisions for unincorporated areas within the JPA, or to restrict the County's authority to object to any annexations by the City if deemed necessary by the County; and

10. There is no intent for this Agreement to restrict the CITY's authority to amend its Comprehensive Plan, Official Zoning Map, land development regulations, or apply land development regulations or otherwise to make land use decisions for lands within the corporate boundaries of the CITY or within the JPA should such lands be annexed by the CITY; and

11. A Joint Planning Agreement will provide a basis for the evaluation of future development applications. The CITY and the COUNTY intend to plan for the adequate provision of public services as required per the Comprehensive Plan of each; and

12. The CITY and COUNTY wish to identify a Joint Planning Area and have determined that such an agreement will foster intergovernmental coordination and

cooperation, economical provision of services, including police, fire and other services and adequate utilization of existing and proposed infrastructure; and

13. A public hearing with due public notice has been held by the CITY and the COUNTY prior to approval of this Agreement and as set forth in Section 163.3171(3), Florida Statutes; and

14. The CITY and the COUNTY desire to enter into this Joint Planning Agreement to address desirable land uses and locations and standards for gateways within the JPA; and

15. It is desirable for the CITY and the COUNTY to enter into such an agreement to better identify areas proposed for future municipal services, and jurisdiction and to ensure better coordination of government services and to avoid creating incompatible land uses near the parties' common boundaries; and

16. The Agreement will facilitate a better process for exchanging information between the Parties, regarding land development issues affecting both the CITY and the COUNTY; and

ACCORDINGLY, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the CITY and

the COUNTY agree with each other to create and participate in the following Joint Planning Area Agreement (hereinafter referred to as the "Agreement") as follows:

SECTION 1. AUTHORITY. This Agreement is entered into pursuant to the provisions of Chapter 163, Florida Statutes, and other applicable provisions of the law.

SECTION 2. RECITALS. The Recitals above are true and correct and are incorporated into this Agreement as if fully set forth below. This Agreement shall be considered an Interlocal Agreement pursuant to the authority within Sections 163.01, 163.3171, 163.3177(6)(h)1. a, as well as Chapters 125 and 171, Florida Statutes.

SECTION 3. DEFINITIONS.

1. **Agreement.** Means and refers to this Joint Planning Agreement, as the same may be amended as provided herein.

2. **Governing Body.** Means in the case of the COUNTY, the Board of COUNTY Commissioners, and in the case of the CITY, the Auburndale CITY Commission.

3. **Joint Planning Area.** Means and refers to that area depicted in Exhibit "A". Also referred to as the "JPA".

4. **Land Development Regulation.** Means ordinances enacted by the CITY or the COUNTY for the regulation of any aspect of development.

SECTION 4. DESIGNATION AND DEFINITION OF JOINT PLANNING AREA.

1. Establishment of Joint Planning Area. To establish the means and process by which future annexations and planning activities will be accomplished, the CITY and the COUNTY (the "Parties") hereby establish a Joint Planning Area (JPA), depicted in Exhibit "A," attached hereto and incorporated herein by this reference. All areas specifically delineated, mapped and referenced in the legend on Exhibit "A" are within the JPA.

SECTION 5. JOINT PLANNING EFFORTS

1. Desired Development Patterns. Exhibits B through F illustrate the desired development patterns including the creation of gateways into the City and Polk Commerce Centre/USF Polytechnic area as a guide for development. For the purposes of this Agreement, "guide" shall mean a preferred standard, and shall not mean, require, or compel exactitude, or strict compliance with Exhibits B through F.

2. Future Comprehensive Plan Amendments. The Parties agree to use Exhibits B through F as a guide for the consideration of Future Comprehensive Plan Amendments within the boundary of the JPA. For the purposes of this Agreement, "guide" shall mean a preferred standard, and shall not mean, require, or compel exactitude, or strict compliance with Exhibits B through F.

3. Land Development Regulations. The CITY and the COUNTY agree to pursue common amendments to their respective Land Development Regulations, as necessary and desired, to support and implement the Goals, Objectives and Policies and desired land use concepts outlined in Exhibits B through F.

SECTION 6. DISPUTE RESOLUTION. In the event a dispute arises as to the terms or provisions of this Agreement, the Parties agree to comply with Chapter 164, Florida Statutes. Should the Conflict Resolution procedure outlined in Chapter 164,

Florida Statutes not result in a settlement, the Parties may seek any remedy legally available to them.

SECTION 7. AMENDMENTS. This Agreement, supporting the JPA, may be amended at any time by mutual, written agreement between the CITY and COUNTY.

SECTION 8. NOTICES. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when: (a) hand delivered to the official hereinafter designated; or (b) upon receipt of such notice when mailed by certified U.S. mail, postage prepaid, return receipt requested, addressed to a party at the address set forth below or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

If to the COUNTY:	County Manager Polk County Drawer CM01, P.O. Box 9005 Bartow, Florida 33831-9005	4 copies (distribution by County Manager's office)
If to the CITY:	City Manager City of Auburndale 1 Bobby Green Plaza Auburndale, FL33823	4 copies (distribution by City Manager's Office)

SECTION 9. DISCLAIMER OR THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties herein and no right or cause of action

shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal named party hereto. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereto, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.

SECTION 10. SEVERABILITY. In the event that any section, subsection, sentence, clause or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality or unenforceability shall not affect any of the other remaining articles, sections, subsections, sentences, clauses or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal or unenforceable section, subsection, sentence, clause or word did not exist. This Agreement was mutually negotiated by all Parties who have executed the same. Consequently, it is the intent of the Parties that no provision shall be more harshly construed against either Party as the drafter hereof.

SECTION 11. APPLICABLE LAW VENUE. This Agreement shall be governed and interpreted by the laws of the Sate of Florida. The venue for any legal action

necessary to enforce the Agreement shall be in the courts of Polk County, Florida; or the Middle District of Florida, located in Hillsborough County, Florida.

SECTION 12. TERM OF AGREEMENT. The term of this Agreement shall commence on the date the COUNTY formally approves this Agreement or the date this Agreement is approved by the CITY, whichever is later and shall continue for five (5) years. Thereafter, it may be extended for succeeding periods of five (5) years each by mutual agreement of the Parties. This Agreement may be terminated by either Party by delivery of written notice at least six (6) months prior to the termination date.

SECTION 13. FILING OF THE AGREEMENT. Polk County agrees to file an executed copy of this Agreement with the Clerk of the Circuit Court of Polk County in accordance with §163.01(11), Florida Statutes.

SECTION 14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and communications between the Parties relating to the subject matter contained herein.

LIST OF EXHIBITS:

Exhibit A: Joint Planning Area (JPA) Boundary

Exhibit B: Gateways and Tourism Commercial Areas

Exhibit C: Residential Areas

Exhibit D: Mixed-Use Areas

Exhibit E: Commercial Areas

Exhibit F: Business Park Centers

ATTEST:

Richard M. Weiss, Clerk of Circuit Court

P. 35

By: Freda L. Wade
Deputy Clerk

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

By: Sam Johnson
Sam Johnson, Chairman

Date: 10-7-09

REVIEWED AS TO FORM AND LEGAL SUFFICIENCY:

Jane J. Gibson 9/25/09
County Attorney's Office **Date**

ATTEST:

Shirley A. Lowrance
Shirley A. Lowrance, CITY Clerk

CITY OF AUBURNDALE, FLORIDA, a municipal corporation

APPROVED:

By:
William E. Sterling, Jr., Mayor

Date: 09-14-2009

APPROVED AS TO FORM AND LEGALITY:

V. Patton Kee
V. Patton Kee, CITY Attorney

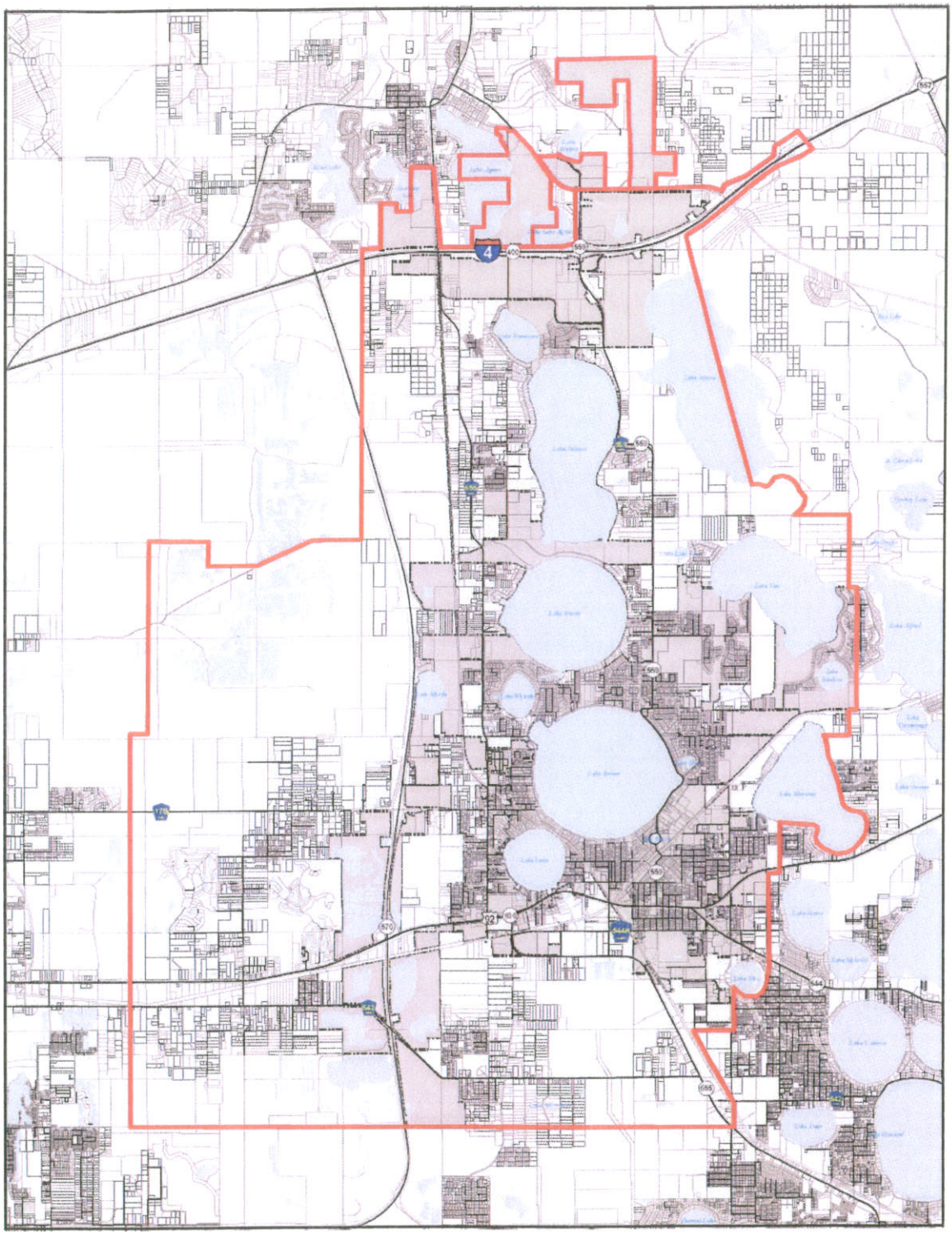


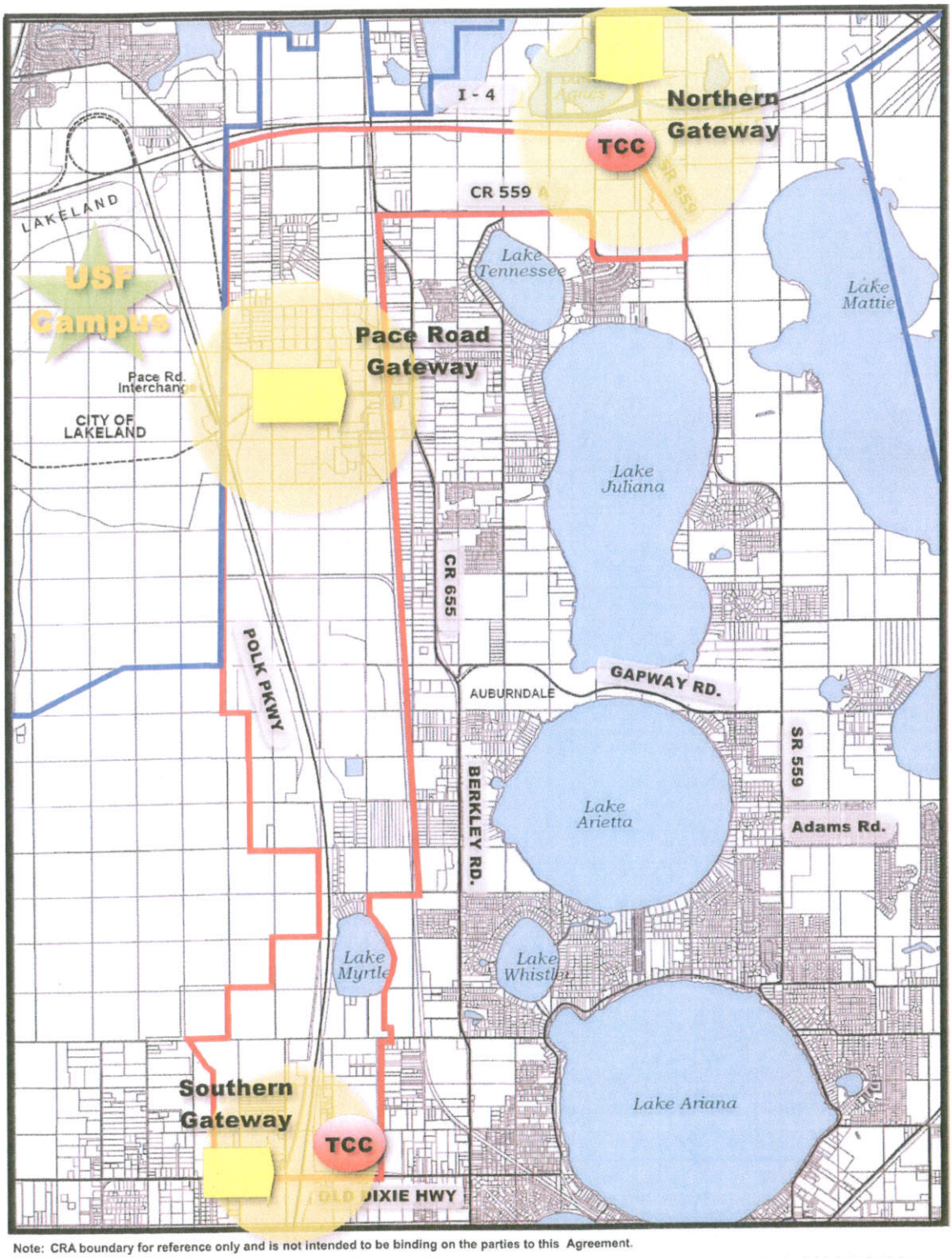
Exhibit A
JPA BOUNDARY
Joint Planning Area

City of Auburndale - Polk County JPA

Legend
- Local Roads
- Major Roads
- Parcels
- Water Bodies
- JPA Boundary
- Auburndale City Boundary

Miles
0 0.5 1 2

prepared for
City of Auburndale
by CFRPC



Note: CRA boundary for reference only and is not intended to be binding on the parties to this Agreement.

Exhibit B
GATEWAYS & TOURISM COMMERCIAL AREAS
Joint Planning Area

City of Auburndale - Polk County JPA

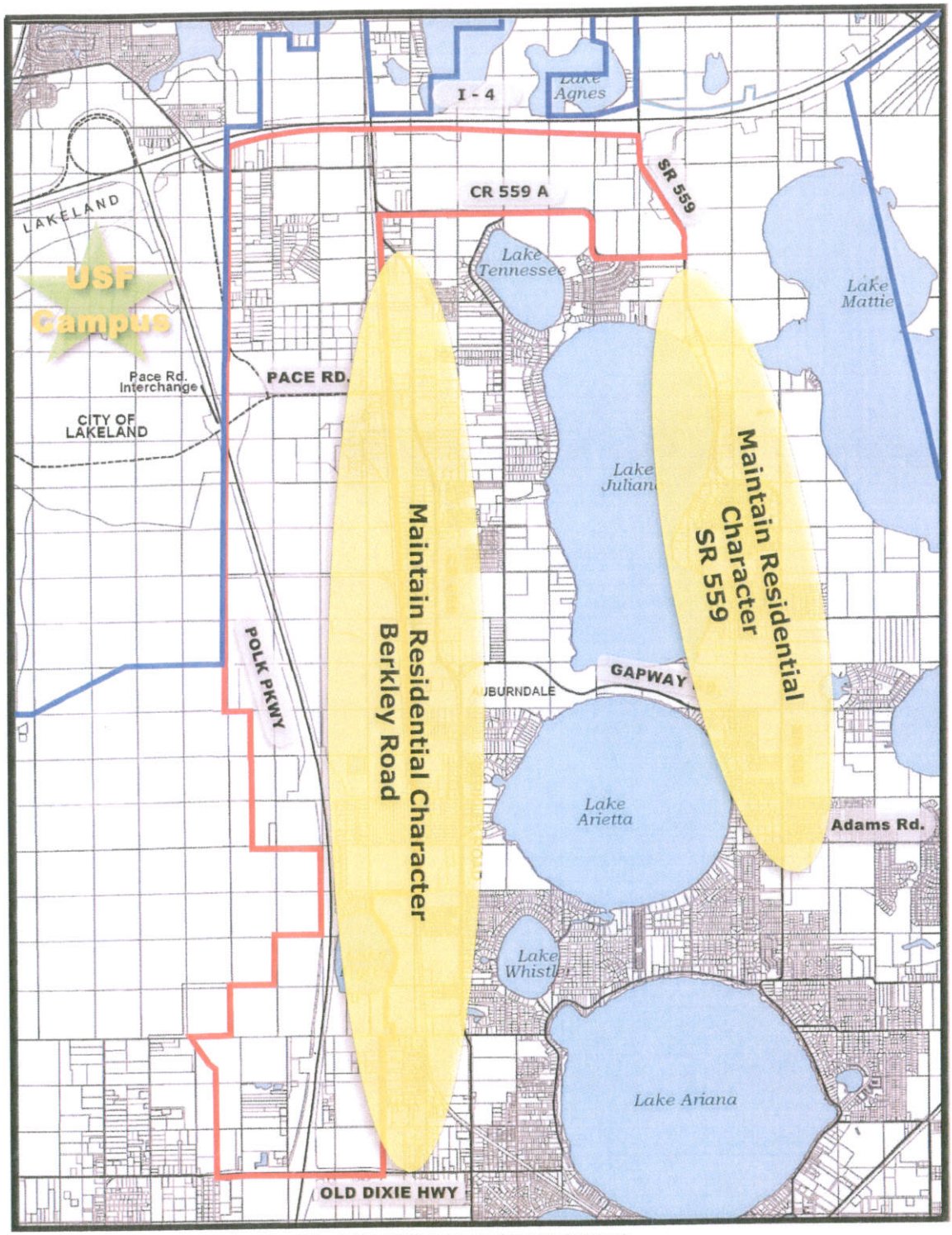
N

0 0.45 0.9 Miles

LEGEND

- JPA Boundary
- Polk Commerce Centre CRA Boundary

prepared for City of Auburndale by CFRPC



Note: CRA boundary for reference only and is not intended to be binding on the parties to this Agreement.

Exhibit C
RESIDENTIAL AREAS
Joint Planning Area

City of Auburndale - Polk County JPA

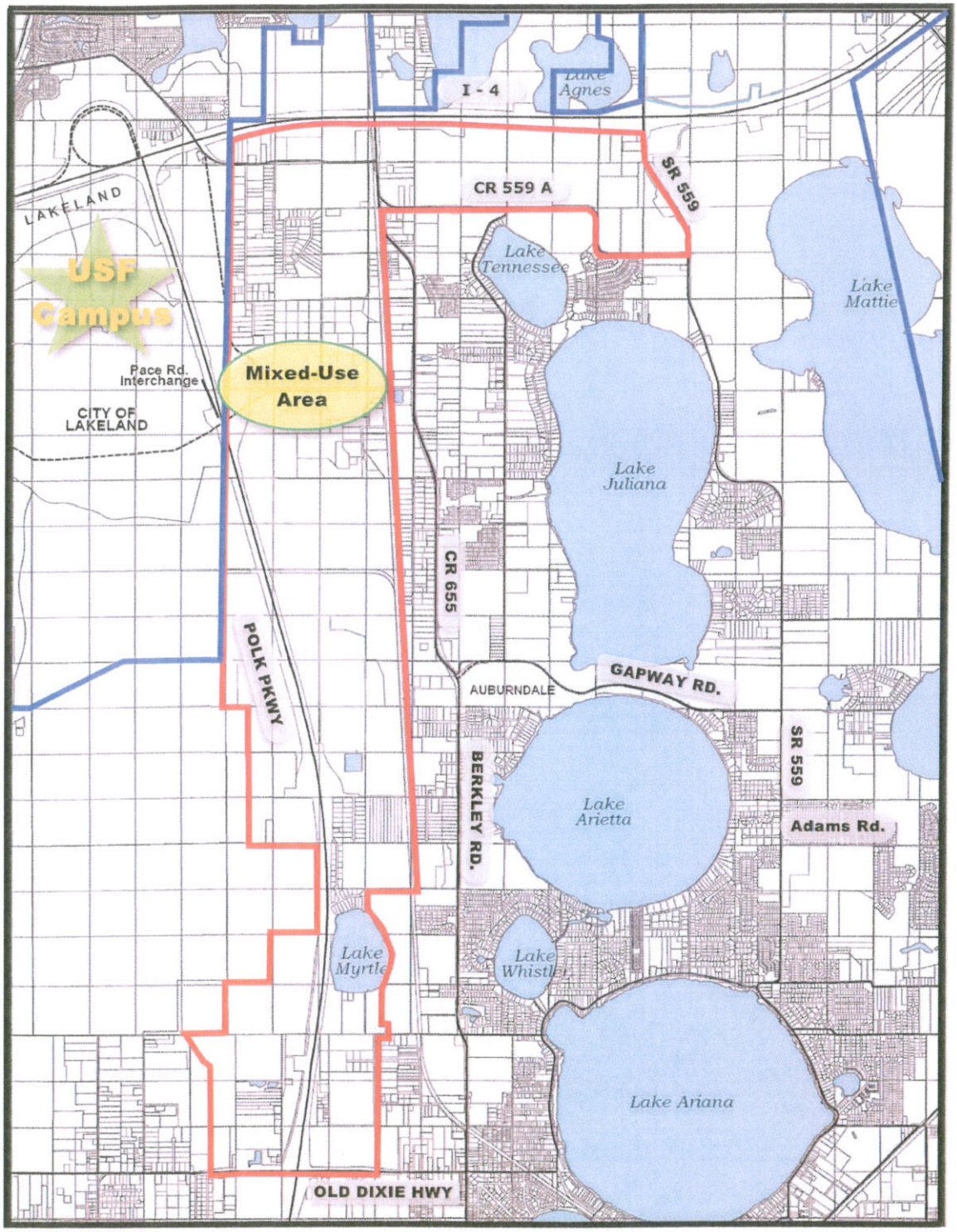
N

0 0.45 0.9 Miles

LEGEND

- JPA Boundary
- Polk Commerce Centre CRA Boundary

prepared for City of Auburndale by CFRPC



Note: CRA boundary for reference only and is not intended to be binding on the parties to this Agreement.

Exhibit D
MIXED-USE AREA
Joint Planning Area

N

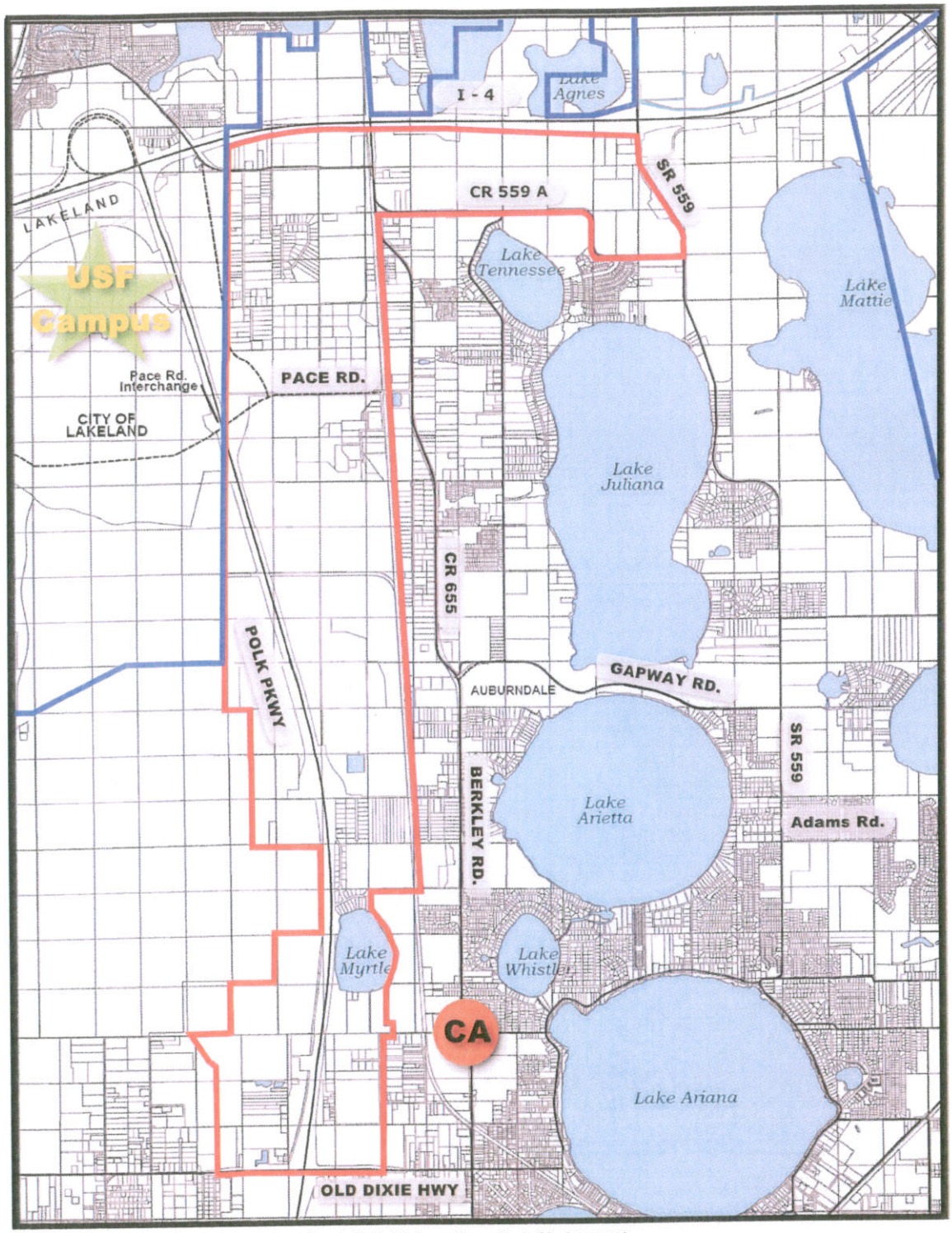
0 0.45 0.9 Miles

LEGEND

- JPA Boundary
- Polk Commerce Centre CRA Boundary

City of Auburndale - Polk County JPA

prepared for City of Auburndale by CFRPC



Note: CRA boundary for reference only and is not intended to be binding on the parties to this Agreement.

Exhibit E
COMMERCIAL AREA
Joint Planning Area

City of Auburndale - Polk County JPA

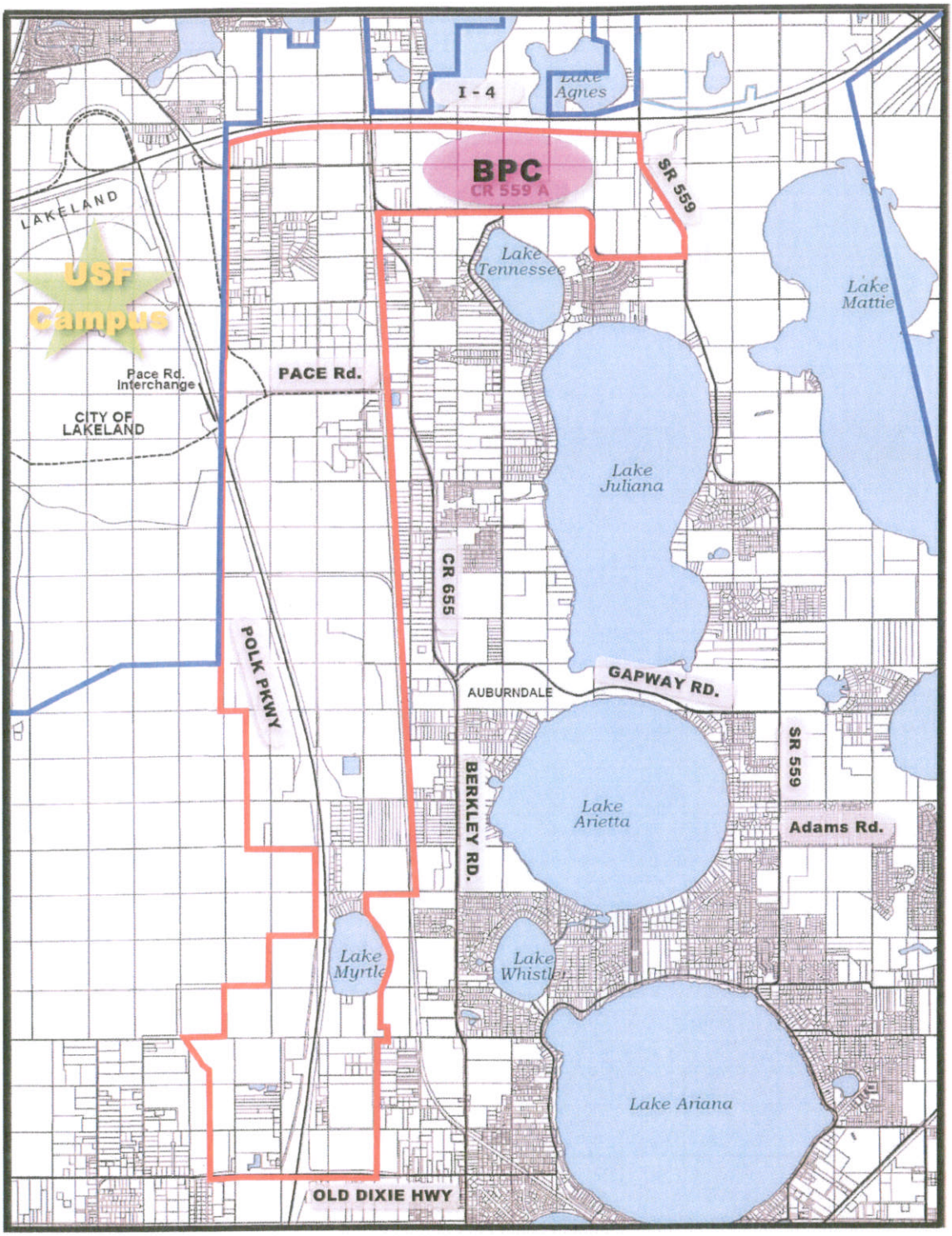
N

0 0.45 0.9 Miles

LEGEND

- JPA Boundary
- Polk Commerce Centre CRA Boundary

prepared for City of Auburndale by CFRPC



Note: CRA boundary for reference only and is not intended to be binding on the parties to this Agreement.

Exhibit F
BUSINESS PARK CENTER
Joint Planning Area

City of Auburndale - Polk County JPA

N

0 0.45 0.9 Miles

LEGEND

- JPA Boundary
- Polk Commerce Centre CRA Boundary

prepared for City of Auburndale by CFRPC

STATE OF FLORIDA)
)
COUNTY OF POLK)

I, Richard M. Weiss, Clerk of the Circuit Court of Polk County, Florida, hereby certify that attached is a Joint Planning Area Interlocal Agreement with the City of Auburndale. This Interlocal Agreement was approved by the Polk County Board of County Commissioners on October 7, 2009, and was filed in this office on the 20th day of October 2009.

WITNESS my hand and official seal on this October 20, 2009.

RICHARD M. WEISS
Clerk of Circuit Court

By: _____
Deputy Clerk

FILED - GENERAL
POLK COUNTY CLERK
CIRCUIT COURT CIVIL
2009 OCT 20 PM 2:39

City of Auburndale
Auburndale, Florida 33823

#1 Bobby Green Plaza
Community Development

P. O. Box 186
Phone (863) 965-5530
Fax (863) 965-5507

October 16, 2025

Mr. Robert Bolton
Planner III, Land Development
Polk County Board of County Commissioners
330 W Church St, Bartow, FL 33830

SUBJECT: LETTER OF OPPOSITION FOR LDCT-2025-19 and LDCPAS-2025-17

Dear Mr. Bolton,

The City of Auburndale would like to express concern regarding LDCT-2025-19 Text Amendment and LDCPAS-2025-17 Comprehensive Plan Amendment. The location of the subject site is a gateway of the Central Florida Innovation District, within the Auburndale Joint Planning Area (JPA) and serviced by the City of Auburndale utilities. The property is contagious to city limits to the east and could annex into the City of Auburndale.

The property has Single Family Residential-1 (RS-1) zoning and Low-Density Future Land Use within the City of Auburndale to the east. Unincorporated Polk County Residential Future Land Use also surrounds this property to the north, south and west as seen on exhibit maps. North and south of the subject site is Residential Low Future Land Use which is comparable to the City of Auburndale's Low-Density Future Land Use. While some of the subject site does have Polk County Residential Low-4 Future Land Use, the properties have developed with one dwelling unit per half acre to one acre and would not be considered compatible to the intensities allowed within the requested Neighborhood Activity Center Future Land Use. The Polk County Comprehensive Plan lists the following policies on compatibility that should be taken into consideration with the requested amendments.

> 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 intensity of a Neighborhood Activity Center Future Land Use would not be considered compatible with the current established residential development surrounding the property. If commercial is considered for the subject site, it should mirror the same conditions for the entire subject site for Block A, B and C listed in the staff report "conditions." The closest Neighborhood Activity Center is approximately two miles to the south. However, within the City of Auburndale a commercial Village Center is approximately 0.39 miles to the northeast. Village Center Zoning allows for

mixed use commercial such as retail, restaurants, personal services, and office space. Polk County Comprehensive Plan POLICY 2.110-D3, states that there should be a minimum travel distance of two miles from one Neighborhood Activity Center (NAC) and the center of any other Neighborhood Activity Center. While the subject site meets the distance criteria for Polk County Future Land Use, it is less than 1.71 +/- miles north of Neighborhood Activity Center Future Land Use within the City of Auburndale which is comparable in permitted uses.

In 2019, Polk County with the City of Lakeland, City of Auburndale and Central Florida Development Council signed a Memorandum of Understanding establishing the Central Florida Innovation District. The City of Auburndale adopted Land Development Regulations in May of 2024 (Ordinance #1770) creating a special overlay district. The subject site is noted in Section 15.608 as a "Gateway" for the Innovation District. Within this special overlay district is sign standards, per Sec. 15. 606.11, stating monument signs shall be consistent with the design, character, materials, and finishes used on the Florida Polytechnic University and SunTrax monument signs. Regulations, per Sec. 15. 606.6, a, b, also outline Type C landscaping and solid walls to minimize the impact of nonresidential development on any abutting residential district.

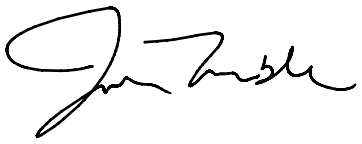
Should Polk County adopt LDCT-2025-19 and LDCPAS-2025-17, the City would ask that the following conditions be placed on the subject site:

1. Type C landscaping, sign standards to imitate Florida Polytechnic University and SunTrax monument signs.
2. a solid 6-foot masonry wall required on the northern and west property lines.
3. outdoor storage be prohibited to help the impact of nonresidential development abutting the established residential district.
4. require the same prohibited uses for Block A as listed in the staff report for Block B and C.

Due to the concern with compatibility and location, consideration should be given to accommodate compatible uses and transitional zoning to the surrounding residential. The City has provided Polk County staff with current City Zoning and Future Land Use Maps and City of Auburndale Ordinance #1770.

Please accept our objection to LDCT-2025-19 and LDCPAS-2025-17, based on the above information and enter it into the record with staff reporting.

Sincerely,



Julie Womble, M.A.
Community Development Director
City of Auburndale

ORDINANCE NO. 1770

AN ORDINANCE OF THE CITY OF AUBURNDALE, FLORIDA, AMENDING ORDINANCE NO. 764, THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF AUBURNDALE, FLORIDA, BY AMENDING CHAPTER 15 SPECIAL OVERLAY DISTRICTS; ESTABLISHING ARTICLE 5 REGARDING THE CENTRAL FLORIDA INNOVATION DISTRICT AND DETAILING DEVELOPMENT GUIDELINES AND STANDARDS FOR THE CENTRAL FLORIDA INNOVATION DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, requires the City Commission of the City of Auburndale, Florida, to prepare and enforce Land Development Regulations for implementation of the adopted Comprehensive Plan;

WHEREAS, the City Commission adopted Ordinance No. 764, the Land Development Regulations to implement the adopted Auburndale Comprehensive Plan;

WHEREAS, the adopted Auburndale Land Development Regulations contain Chapter 15, Special Overlay Districts

WHEREAS, the Auburndale Planning Commission, at an advertised Public Hearing, has reviewed, heard public input and recommended that the City Commission amend this Chapter of the Land Development Regulations;

WHEREAS, the Auburndale City Commission has held Public Hearings concerning the proposed amendment and has an affirmative vote of the City Commission on said amendment; and

WHEREAS, the City of Auburndale, Polk County Board of County Commissioners, the City of Lakeland and the Central Florida Development Council entered into a Memorandum of Understanding relating to the Central Florida Innovation District on September 17, 2019; and

WHEREAS, in exercise of its authority, the City Commission of the City of Auburndale, Florida has determined it necessary and desirable to amend the certain sections contained in the Land Development Regulations and adopted by Ordinance No. 764, consistent with the public interest within Auburndale, Florida.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF AUBURNDALE, FLORIDA:

SECTION 1. RECITALS. The above recitals are hereby incorporated as the factual basis for the adoption of this Ordinance.

SECTION 2. Chapter 15, Article 5 of the City of Auburndale Land Development Regulations is hereby adopted as follows on Exhibit "A" attached hereto and hereby incorporated by reference.

SECTION 3. SEVERABILITY. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 4. COPY OF ORDINANCE ON FILE. A copy of this Ordinance shall be kept on file in the office of the Auburndale City Clerk.

SECTION 5. CONFLICTS WITH OTHER ORDINANCES. That portion of any Ordinance which may be in conflict with this Ordinance is hereby repealed with the adoption of this Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately following the second reading of the Ordinance.

INTRODUCED FOR CONSIDERATION ON FIRST READING by the City Commission of the City of Auburndale, Florida, meeting in Regular Session this 6th day of May, 2024.

CITY COMMISSION
OF AUBURNDALE, FLORIDA

By:_____
Dorothea Taylor Bogert, Mayor

ATTEST:

By:_____
Brandon Henry, City Clerk

LEGAL IN FORM AND VALID IF ENACTED

By:_____
Frederick J. Murphy, Jr., City Attorney

PASSED AND DULY ADOPTED ON SECOND AND FINAL READING by the City Commission of the City of Auburndale, Florida, meeting in Regular Session this 20th day of May, 2024.

CITY COMMISSION
OF AUBURNDALE, FLORIDA

By:_____
Dorothea Taylor Bogert, Mayor

ATTEST:

By:_____
Brandon Henry, City Clerk

CHAPTER 15

ARTICLE 5: THE CENTRAL FLORIDA INNOVATION DISTRICT

PART 1. – THE CENTRAL FLORIDA INNOVATION DISTRICT ESTABLISHED, INTRODUCTION AND PURPOSE

Sec. 15.600. - Title

Chapter 15, Article 5 shall be entitled "The Central Florida Innovation District" and is part of the City of Auburndale's "Land Development Regulations".

Sec. 15.601. - Relationship to the Comprehensive Plan.

The regulations and requirements herein set forth have been established in accordance with the City of Auburndale Comprehensive Plan.

Sec. 15.602. - Purpose.

The purpose of these zoning and design guidelines and standards is to create a planned and balanced "District" focusing on innovation. Further, it is the intent of these standards to provide for collaborative development that provides space for the targeted industries of the Central Florida Innovation District.

The City identified The Central Florida Innovation District as an area that provides specific opportunities for targeted economic development. The District focuses on retaining talent from Polk County's higher learning institutions, cultivates a sense of place and innovation, maximizes buildable space, provides a mix of uses where one does not dominate the other and offers opportunities for cutting-edge technology being developed at Florida Polytechnic University and SunTrax, the Florida Department of Transportation's testing facility along the Polk Parkway.

An Innovation District is an environment that allows for an integrated mix of related activities within an understandable, coordinated place. The Central Florida Innovation District has a common mission, which includes but is not limited to:

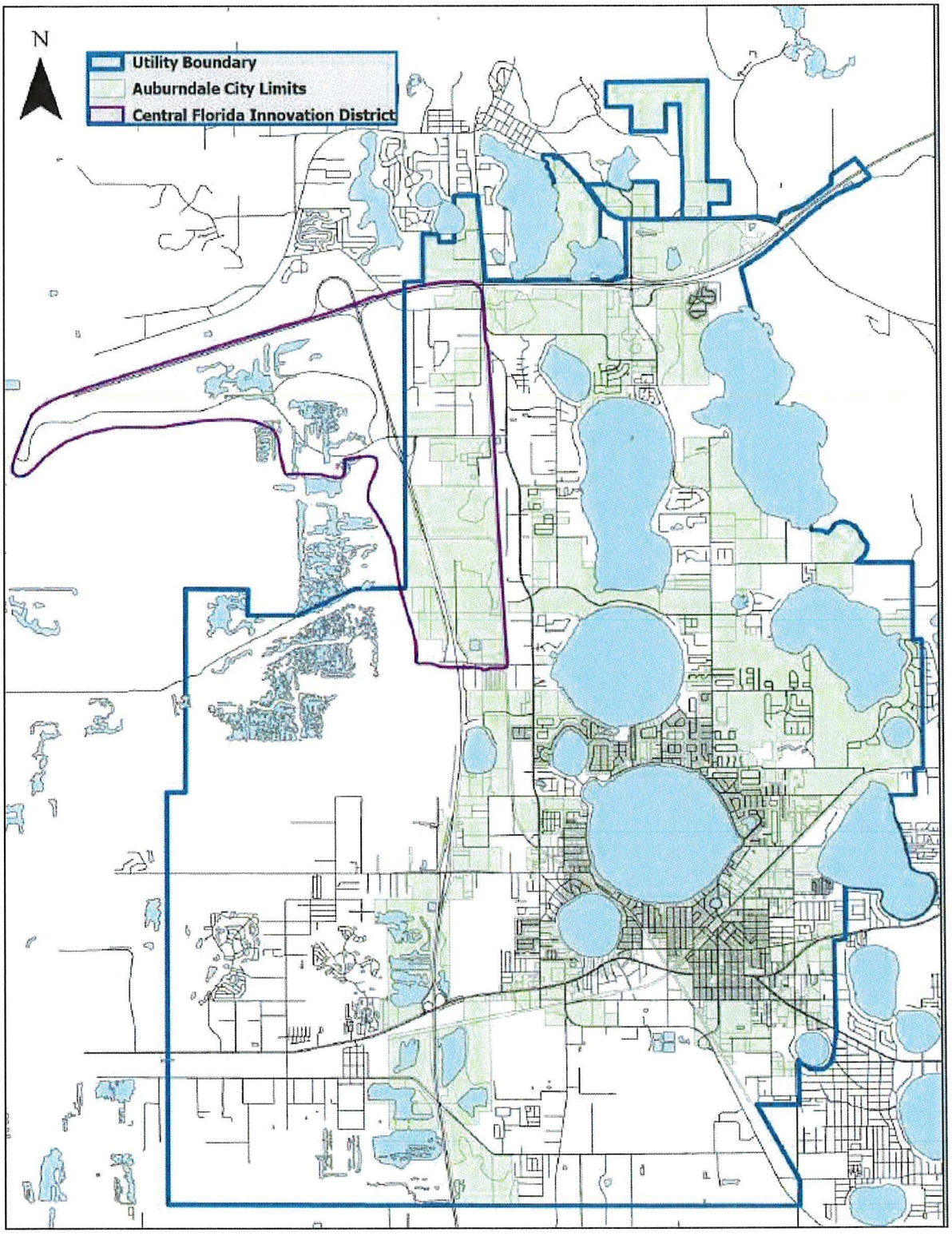
- Shared Ideas and Vision for the District.
- Mutual Economic Benefits for the City of Auburndale, City of Lakeland, and Polk County.
- Provide communication and collaboration between the City of Auburndale, City of Lakeland, and Polk County.
- Coordinated support of services for the District.

Sec. 15.603. - Where These Standards Apply.

Consistent with the City of Auburndale's Comprehensive Plan, the Central Florida Innovation District allows the use of underlying zoning district standards (Chapters 5 and 6). However, property anywhere within the District boundary area, and within the utility boundary service area of the City of Auburndale, is encouraged to develop in accordance with the planning principles contained within this Article through annexation, the establishment of zoning and/or rezoning. The remainder of this Article assumes that the property owner/developer has chosen, or is otherwise required, to develop consistent with the Central Florida Innovation District established and outlined within this Article and within the utility boundary service area of the City of Auburndale.

Map 15.4

The Central Florida Innovation District Boundary – General Overlay Area



Sec. 15.604. – Vision and Planning Principles.

The vision for the Central Florida Innovation District provides economic guidance for targeted industries and development within the District. The target industries include:

- Research and Development
- Health Tech
- Information Sciences and Engineering
- Advanced Manufacturing
- Mobility and Innovation

Development within the Central Florida Innovation District planning area shall encourage and incorporate land use techniques and principles which support and ensure:

- Compact urban design which encourages pedestrian activity and minimizes impacts on the natural environment.
- Mixed and multi-use use integrated development providing employment opportunities within targeted industries listed in the vision of the District.

Sec. 15.605. Administration and Enforcement.

Sec. 15.605.1. Applicability and Effective Date.

Commencing on the date of the adoption of the Central Florida Innovation District (Insert Date), these provisions shall apply to development of all land therein whether publicly or privately held. No development shall be undertaken without prior authorization in accordance with standards and or guidelines applicable to the Central Florida Innovation District. Any building, structure, or parking area that lawfully exists at the time the Central Florida Innovation District is enacted, which would not otherwise be permitted under the Central Florida Innovation District, may be continued in the same manner as it existed before the effective date of the Central Florida Innovation District. Any future considerations, additions, reconstruction, or renovation shall be subject to the requirements of standards and guidelines for the Central Florida Innovation District.

The Central Florida Innovation District standards apply to the following:

- All new construction of buildings or structures.
- All exterior building improvements requiring a building permit.
- All new or reconstructed parking areas.

Sec. 15.605.2. Compliance with the JPA Overlay District Standards.

All development within the Central Florida Innovation District shall also meet requirements outlined in Chapter 15, Special Overlay District, Article 3.

Sec. 15.606. Design Standards.

The following design standards are applicable to all development within the Central Florida Innovation District established herein.

1. Docks:
    a. Warehouse dock doors, loading areas, and truck drive aisles must be located on the opposite side of the building from the nearest sensitive receptors such as residential areas.
    b. Screening warehouse site perimeter and onsite areas with significant truck traffic (e.g., dock doors and drive aisles) by creating physical, structural, and vegetative buffers that prevent or substantially reduce pollutant and noise dispersion from the facility to sensitive receptors.

2. Truck courts must be internal.

3. Building Size –maximum 200,000 square feet.

4. Depth - does not exceed 200 feet.

5. Truck routing:

    A truck routing plan is required - Examples of measures to mitigate traffic impacts include but are not limited to:
    a. Preventing truck queuing spillover onto surrounding streets by positioning entry gates.
    b. Posting signs clearly showing the designated entry and exit points from the public street for trucks and service vehicles.
    c. Including signs and drive aisle pavement markings that clearly identify onsite circulation patterns to minimize unnecessary onsite vehicle travel.
    d. Posting signs indicating that all parking and maintenance of trucks must be conducted within designated on-site areas and not within the surrounding community or public streets.
    e. Requiring preparation and approval of a truck routing plan, prior to site plan approval, describing the facility's hours of operation, types of items to be stored, and truck routing to and from the facility to designated truck routes that avoids passing sensitive receptors. The plan should include measures for preventing truck queuing, circling, stopping, and parking on public streets, such as signage, pavement markings, and queuing analysis and enforcement. The plan should hold facility operators responsible for violations of the truck routing plan, and a revised plan should be required from any new tenant that occupies the property before a business license and/or its functional equivalent is issued. The approving agency should retain discretion to determine if changes to the plan are necessary, including any additional measures to alleviate truck routing and parking issues that may arise during the life of the facility.
    f. Internally Implementing traffic control and safety measures, such as speed bumps, speed limits, or new traffic signs or signals.

6. Buffer, Landscaping and Walls:
    a. A Type C buffer shall be provided between all commercial development abutting residential districts.
    b. A solid wall, a minimum of 6 feet in height, shall be provided to minimize the impact of non-residential development on any abutting residential district.
    c. The Administrative Official may also require additional appropriate fences, solid walls and vegetative screening between mixed use development that includes residential.
    d. Industrial and manufacturing uses require a type C Buffer and landscaping.

e. For commercial development berms, Type C landscaping and solid walls may be required by the Administrative Official to mitigate against intense visual impacts, noise, traffic or parking.
f. Property owners and successors in interest are required to maintain onsite trees and vegetation for the duration of ownership, including replacing any dead or unhealthy trees and vegetation.

7. All access points shall have at a minimum 50 feet of road frontage and be located at a minimum on an Urban collector or Rural Major collector road or better unless contained within a planned industrial park with access to an Urban collector or Rural Major collector road or better.

8. Manufacturing must be enclosed within the building's walls.

9. Percentage of distribution use: The Central Florida Innovation District does not permit warehouses, logistics and or distribution as the primary use, after the adoption date of this Article, within the Central Innovation District boundaries located within the City limits of Auburndale.

10. Architecture/color standards: Colors. Neutral colors are encouraged. Architectural standards outlined in Chapter 15, Special Overlay District, Article 3 also apply.

11. Signage:

a. Monument signs shall be consistent with the design, character, materials, and finishes used on the Florida Polytechnic University and SunTrax monument signs and approved by the City of Auburndale before installation.

b. Sign standards outlined in Chapter 15, Special Overlay District, Article 3 also apply.

Sec. 15.607. Prohibited Uses.

1. Cross docks.
2. Docks located in the front of the building.
3. Buildings over 200,000 square feet.
4. Outdoor storage.
5. No activity shall be conducted that produces noise, odors, dust, fumes, fire hazard, or other nuisance beyond the property lines.
6. Medium and Heavy Manufacturing.

Sec. 15.608. Gateways.

Gateways for the Central Florida Innovation District have been identified in Map 15.4. The gateways are entrance corridors into the Central Florida Innovation District and located around the crossroads of the following intersections:

a. Braddock Road and Berkley Road
b. Pace Road and Berkley Road
c. Polk Parkway and Pace Road
d. Polk Parkway and Braddock Road

PUBLIC RESPONSE RECORD
OPPOSITION

CASE # LDCPAS-2025-17 LDCT-2025-19 HEARING DATE 11/5/2025

1. NAME Linda Sorrells ADDRESS _____

REASON Call in opposition

PHONE CALL (863 513 4424 LETTER ( ) PETITION ( )

2.. NAME _____ ADDRESS _____

REASON _____

PHONE CALL ( ) LETTER ( ) PETITION ( )

3. NAME _____ ADDRESS _____

REASON _____

PHONE CALL ( ) LETTER ( ) PETITION ( )

4. NAME _____ ADDRESS _____

REASON _____

PHONE CALL ( ) LETTER ( ) PETITION ( )

5. NAME _____ ADDRESS _____

REASON _____

PHONE CALL ( ) LETTER ( ) PETITION ( )

TOTAL RESPONSES
PHONE CALLS _____
LETTERS _____
PETITION _____

(1)

November 3, 2025

Dear Planning Commission Member,

I would like to express my strong opposition to any commercial development of the property at the corner of Berkley Road and Braddock Road. (LDCPAS-2025-17)

First of all, there is no need for anything commercial. From Braddock Road south it is 1.3 miles to Denton Avenue where there is a Dollar General, a gas station with a convenience store, a proposed lawyers office, and a proposed commercial enclave.
Just 2 miles south of Braddock is Old Dixie Highway where there is a Family Dollar, another gas station, a market, a convenience store, a laundromat, and Peebles Barbecue around the corner.
From Braddock, it is 3.2 miles to US 92 where there is a whole host of commercial establishments including a dental clinic, Walmart, Lowe's, 2 gas stations, a convenience store, several fast-food restaurants, 2 sit down restaurants, Aldis, a bank, an auto parts store, plus many others. The area North of Braddock is mixed residential, agricultural, and wooded land all the way to Pace Road. ***However, there are NO commercial businesses in that stretch.*** From Braddock, it is 5.2 miles to the Publix shopping center via Fred Jones and William Van Fleet roads. There you'll find 3 restaurants, a fast-food restaurant, UPS, and another dental clinic. Certainly, we have easy access to all the commercial products and services that the people who live in this area need.

Next, I believe the current zoning is RL and is sandwiched between RL to the North and RL to the South. Under those circumstances, how is it responsible or ethical to change it to NAC which is essentially commercial?

When I moved here 43 years ago, Berkley Road was a 2 Lane Country Rd. with Orange Groves and cattle. From Denton to Pace there were a few residential subdivisions: Somerset, Arietta Shores, Grimes Woods. and the group of houses on Keith Court. Then came the gas station, the Dollar General, 4 Lanes, and the Sports complex. In recent years the number of housing developments has exploded: Berkley Pointe, Oak Crossing, Heather Heights, the Enclave at Lake Myrtle, the Enclave at Lake Arietta, and Auburn Reserve. The area from Denton to Pace Road is almost entirely residential. You (Polk County) and the City of Auburndale have aided and approved this stretch of Berkley Road to be residential. People choose to live here rather than in the city. Why would you betray all of these residents by approving a commercial development in the midst of what's left of their peace and tranquility? I thought we were all against urban sprawl! So many recent decisions have had a negative impact on our quality of life, for example the 18 wheelers that crowd our road. PLEASE don't further destroy this beautiful area by approving a commercial development at Berkley and Braddock. That property should be developed into houses in keeping with the surrounding area.

Thank you for your time.

Sincerely,
Kay Waterman
126 Arietta Shores Drive

(2)

City of Auburndale
Auburndale, Florida 33823

#1 Bobby Green Plaza
Community Development

P. O. Box 186
Phone (863) 965-5530
Fax (863) 965-5507

October 16, 2025

Mr. Robert Bolton
Planner III, Land Development
Polk County Board of County Commissioners
330 W Church St, Bartow, FL 33830

SUBJECT: LETTER OF OPPOSITION FOR LDCT-2025-19 and LDCPAS-2025-17

Dear Mr. Bolton,

The City of Auburndale would like to express concern regarding LDCT-2025-19 Text Amendment and LDCPAS-2025-17 Comprehensive Plan Amendment. The location of the subject site is a gateway of the Central Florida Innovation District, within the Auburndale Joint Planning Area (JPA) and serviced by the City of Auburndale utilities. The property is contagious to city limits to the east and could annex into the City of Auburndale.

The property has Single Family Residential-1 (RS-1) zoning and Low-Density Future Land Use within the City of Auburndale to the east. Unincorporated Polk County Residential Future Land Use also surrounds this property to the north, south and west as seen on exhibit maps. North and south of the subject site is Residential Low Future Land Use which is comparable to the City of Auburndale's Low-Density Future Land Use. While some of the subject site does have Polk County Residential Low-4 Future Land Use, the properties have developed with one dwelling unit per half acre to one acre and would not be considered compatible to the intensities allowed within the requested Neighborhood Activity Center Future Land Use. The Polk County Comprehensive Plan lists the following policies on compatibility that should be taken into consideration with the requested amendments.

> 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 intensity of a Neighborhood Activity Center Future Land Use would not be considered compatible with the current established residential development surrounding the property. If commercial is considered for the subject site, it should mirror the same conditions for the entire subject site for Block A, B and C listed in the staff report "conditions." The closest Neighborhood Activity Center is approximately two miles to the south. However, within the City of Auburndale a commercial Village Center is approximately 0.39 miles to the northeast. Village Center Zoning allows for

mixed use commercial such as retail, restaurants, personal services, and office space. Polk County Comprehensive Plan POLICY 2.110-D3, states that there should be a minimum travel distance of two miles from one Neighborhood Activity Center (NAC) and the center of any other Neighborhood Activity Center. While the subject site meets the distance criteria for Polk County Future Land Use, it is less than 1.71 +/- miles north of Neighborhood Activity Center Future Land Use within the City of Auburndale which is comparable in permitted uses.

In 2019, Polk County with the City of Lakeland, City of Auburndale and Central Florida Development Council signed a Memorandum of Understanding establishing the Central Florida Innovation District. The City of Auburndale adopted Land Development Regulations in May of 2024 (Ordinance #1770) creating a special overlay district. The subject site is noted in Section 15.608 as a "Gateway" for the Innovation District. Within this special overlay district is sign standards, per Sec. 15. 606.11, stating monument signs shall be consistent with the design, character, materials, and finishes used on the Florida Polytechnic University and SunTrax monument signs. Regulations, per Sec. 15. 606.6, a, b, also outline Type C landscaping and solid walls to minimize the impact of nonresidential development on any abutting residential district.

Should Polk County adopt LDCT-2025-19 and LDCPAS-2025-17, the City would ask that the following conditions be placed on the subject site:

1. Type C landscaping, sign standards to imitate Florida Polytechnic University and SunTrax monument signs.
2. a solid 6-foot masonry wall required on the northern and west property lines.
3. outdoor storage be prohibited to help the impact of nonresidential development abutting the established residential district.
4. require the same prohibited uses for Block A as listed in the staff report for Block B and C.

Due to the concern with compatibility and location, consideration should be given to accommodate compatible uses and transitional zoning to the surrounding residential. The City has provided Polk County staff with current City Zoning and Future Land Use Maps and City of Auburndale Ordinance #1770.

Please accept our objection to LDCT-2025-19 and LDCPAS-2025-17, based on the above information and enter it into the record with staff reporting.

Sincerely,

Julie Womble, M.A.
Community Development Director
City of Auburndale

PUBLIC RESPONSE RECORD
OPPOSITION

CASE # LDCPAS-2025-17 LDCT-2025-19 HEARING DATE 11/5/2025

1. NAME Linda Sorrells ADDRESS _____

REASON Call in opposition

PHONE CALL (863 513 4424 LETTER ( ) PETITION ( )

2.. NAME _____ ADDRESS _____

REASON _____

PHONE CALL ( ) LETTER ( ) PETITION ( )

3. NAME _____ ADDRESS _____

REASON _____

PHONE CALL ( ) LETTER ( ) PETITION ( )

4. NAME _____ ADDRESS _____

REASON _____

PHONE CALL ( ) LETTER ( ) PETITION ( )

5. NAME _____ ADDRESS _____

REASON _____

PHONE CALL ( ) LETTER ( ) PETITION ( )

TOTAL RESPONSES
PHONE CALLS _____
LETTERS _____
PETITION _____

(1)

November 3, 2025

Dear Planning Commission Member,

I would like to express my strong opposition to any commercial development of the property at the corner of Berkley Road and Braddock Road. (LDCPAS-2025-17)

First of all, there is no need for anything commercial. From Braddock Road south it is 1.3 miles to Denton Avenue where there is a Dollar General, a gas station with a convenience store, a proposed lawyers office, and a proposed commercial enclave.
Just 2 miles south of Braddock is Old Dixie Highway where there is a Family Dollar, another gas station, a market, a convenience store, a laundromat, and Peebles Barbecue around the corner.
From Braddock, it is 3.2 miles to US 92 where there is a whole host of commercial establishments including a dental clinic, Walmart, Lowe's, 2 gas stations, a convenience store, several fast-food restaurants, 2 sit down restaurants, Aldis, a bank, an auto parts store, plus many others. The area North of Braddock is mixed residential, agricultural, and wooded land all the way to Pace Road. ***However, there are NO commercial businesses in that stretch.*** From Braddock, it is 5.2 miles to the Publix shopping center via Fred Jones and William Van Fleet roads. There you'll find 3 restaurants, a fast-food restaurant, UPS, and another dental clinic. Certainly, we have easy access to all the commercial products and services that the people who live in this area need.

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Sincerely,
Kay Waterman
126 Arietta Shores Drive

(2)

City of Auburndale
Auburndale, Florida 33823

#1 Bobby Green Plaza
Community Development

P. O. Box 186
Phone (863) 965-5530
Fax (863) 965-5507

October 16, 2025

Mr. Robert Bolton
Planner III, Land Development
Polk County Board of County Commissioners
330 W Church St, Bartow, FL 33830

SUBJECT: LETTER OF OPPOSITION FOR LDCT-2025-19 and LDCPAS-2025-17

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The property has Single Family Residential-1 (RS-1) zoning and Low-Density Future Land Use within the City of Auburndale to the east. Unincorporated Polk County Residential Future Land Use also surrounds this property to the north, south and west as seen on exhibit maps. North and south of the subject site is Residential Low Future Land Use which is comparable to the City of Auburndale's Low-Density Future Land Use. While some of the subject site does have Polk County Residential Low-4 Future Land Use, the properties have developed with one dwelling unit per half acre to one acre and would not be considered compatible to the intensities allowed within the requested Neighborhood Activity Center Future Land Use. The Polk County Comprehensive Plan lists the following policies on compatibility that should be taken into consideration with the requested amendments.

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> a. there have been provisions made which buffer incompatible uses from dissimilar uses;
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> 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.

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mixed use commercial such as retail, restaurants, personal services, and office space. Polk County Comprehensive Plan POLICY 2.110-D3, states that there should be a minimum travel distance of two miles from one Neighborhood Activity Center (NAC) and the center of any other Neighborhood Activity Center. While the subject site meets the distance criteria for Polk County Future Land Use, it is less than 1.71 +/- miles north of Neighborhood Activity Center Future Land Use within the City of Auburndale which is comparable in permitted uses.

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Should Polk County adopt LDCT-2025-19 and LDCPAS-2025-17, the City would ask that the following conditions be placed on the subject site:

1. Type C landscaping, sign standards to imitate Florida Polytechnic University and SunTrax monument signs.
2. a solid 6-foot masonry wall required on the northern and west property lines.
3. outdoor storage be prohibited to help the impact of nonresidential development abutting the established residential district.
4. require the same prohibited uses for Block A as listed in the staff report for Block B and C.

Due to the concern with compatibility and location, consideration should be given to accommodate compatible uses and transitional zoning to the surrounding residential. The City has provided Polk County staff with current City Zoning and Future Land Use Maps and City of Auburndale Ordinance #1770.

Please accept our objection to LDCT-2025-19 and LDCPAS-2025-17, based on the above information and enter it into the record with staff reporting.

Sincerely,

Julie Womble, M.A.
Community Development Director
City of Auburndale

ROBERT L. BOLTON

Phone: (863) 534-6468
RobertBolton@polk-county.net

P.O. Box 9005, Drawer 9005
Bartow, Fl 33831

EDUCATION

BS Florida Southern College — May 1989
B.S. Finance

EMPLOYMENT

Planner III, Polk County Land Development	2022 to present
Associate Advisor, SVN | Saunders Ralston Dantzler	2021 to 2023
Commercial Property Appraiser, Polk County Property Appraiser	2015 to 2021
Commercial Property Appraiser, Mancuso Appraisal Services	2007 to 2015
CFO, ProCoat Restoration, Inc.	2002 to 2007
CFO, VisionWorks of Central Florida, Inc.	2000 to 2002
Partner, Royal Homes, Inc., Imperial Homes, Inc., Premier Homes, Inc.	1995 to 2000

COMMITTEE'S AND TEAM'S

Polk County Sidewalk Advisory Committee
Safe Streets and Roads for All (SS4A) Project Team
Citrus Connection's Transit Development Plan (TDP) Major Update Project Review Team

PROFESSIONAL LICENSING

Florida State-Certified General Real Estate Appraiser RZ3440

COMPUTER SKILLS

MS Word, Excel, Power Point, ArcGIS, Accela, Minute Traq, Legistar, ESRI Data Viewers

Agenda Item O.6. 12/16/2025

SUBJECT

Public Hearing to consider Adoption of a Resolution Allowing for the Installation of Four Traffic Calming Devices (Speed Humps) on Arizona Avenue, Near Lakeland. (estimated $20,000.00 one-time expense)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Arizona Avenue. Arizona Avenue is located in the Lakeland area in S-21, T-28S, R-24E, and is classified as a Local Residential road.

Staff conducted traffic studies on Arizona Avenue, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

RECOMMENDATION

Request Board adopt the associated Resolution to allow for the installation of four traffic calming devices (speed humps) on Arizona Avenue. Cost for installation of the traffic calming devices is estimated at $20,000.00.

FISCAL IMPACT

Funding is budgeted in the FY 25/26 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO.: _____

WHEREAS the Board of County Commissioners has a policy to allow for the placement of traffic calming devices upon certain qualifying roads, and

WHEREAS the Polk County Roads & Drainage Division was requested to install traffic calming devices on the following County-maintained Local Residential road:

> Arizona Avenue (Road Number 842113); from Colonial Avenue to County Road 542 (Main Street East). Located in S-21, T-28S, R-24E, and

WHEREAS speed studies were performed in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that Arizona Avenue qualifies for traffic calming devices based on 85th Percentile speed and traffic volume, and

WHEREAS homeowners along Arizona Avenue were provided with ballot forms, and a sufficient number of said forms were either returned in support of the installation of traffic calming devices, or were not returned and counted as being in support of the installation of traffic calming devices, in accordance with Board policy requirements,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Arizona Avenue to have four traffic calming devices installed between Colonial Avenue and County Road 542 (Main Street East).

Adopted in Regular Session duly assembled this 16th day of December 2025.

Attest: Stacy M. Butterfield, Clerk	Board of County Commissioners Polk County, Florida
By:_____ Deputy Clerk	By: _____ Martha Santiago, Ed.D., Chair

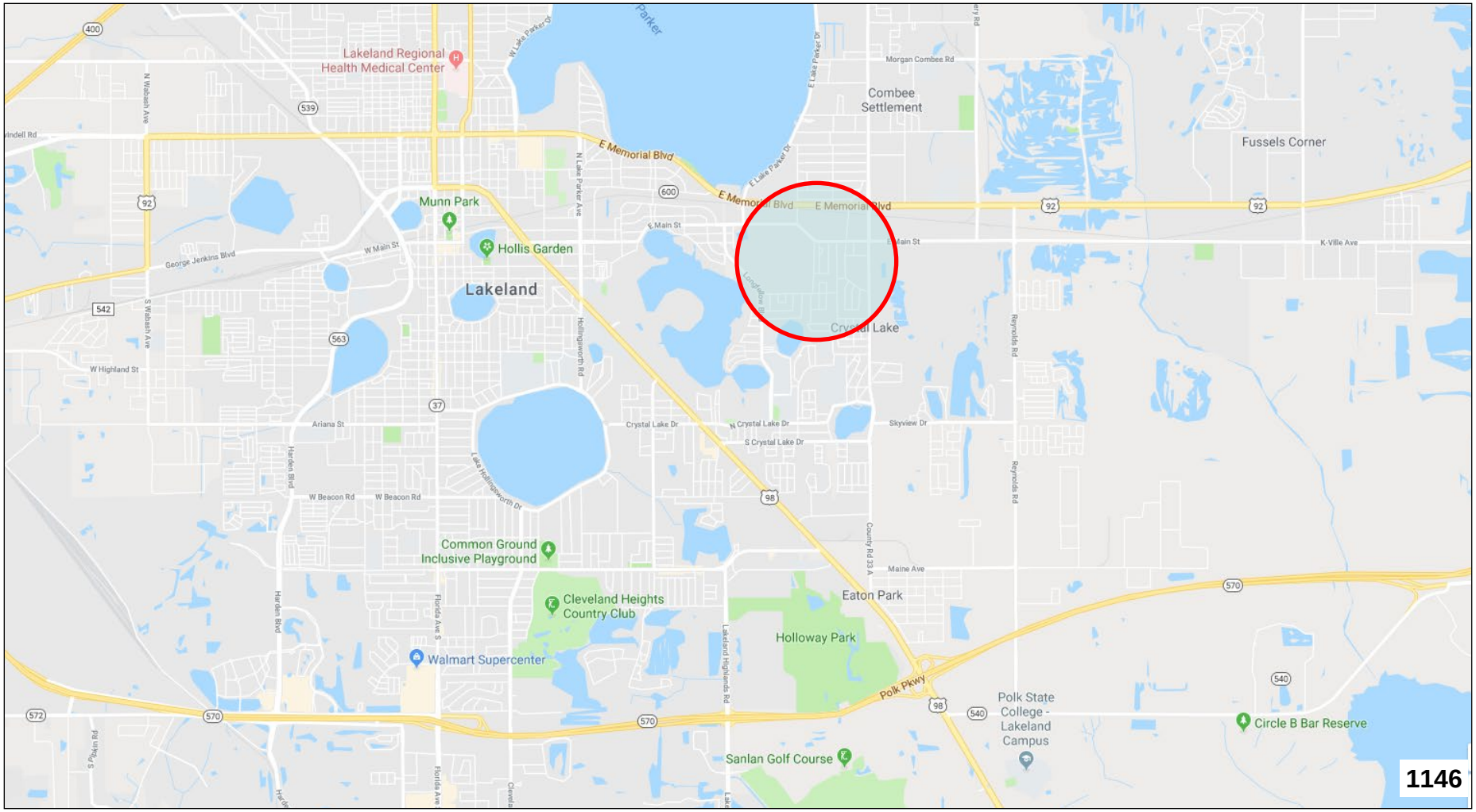
N

N.T.S.

Arizona Ave (Lakeland Area)

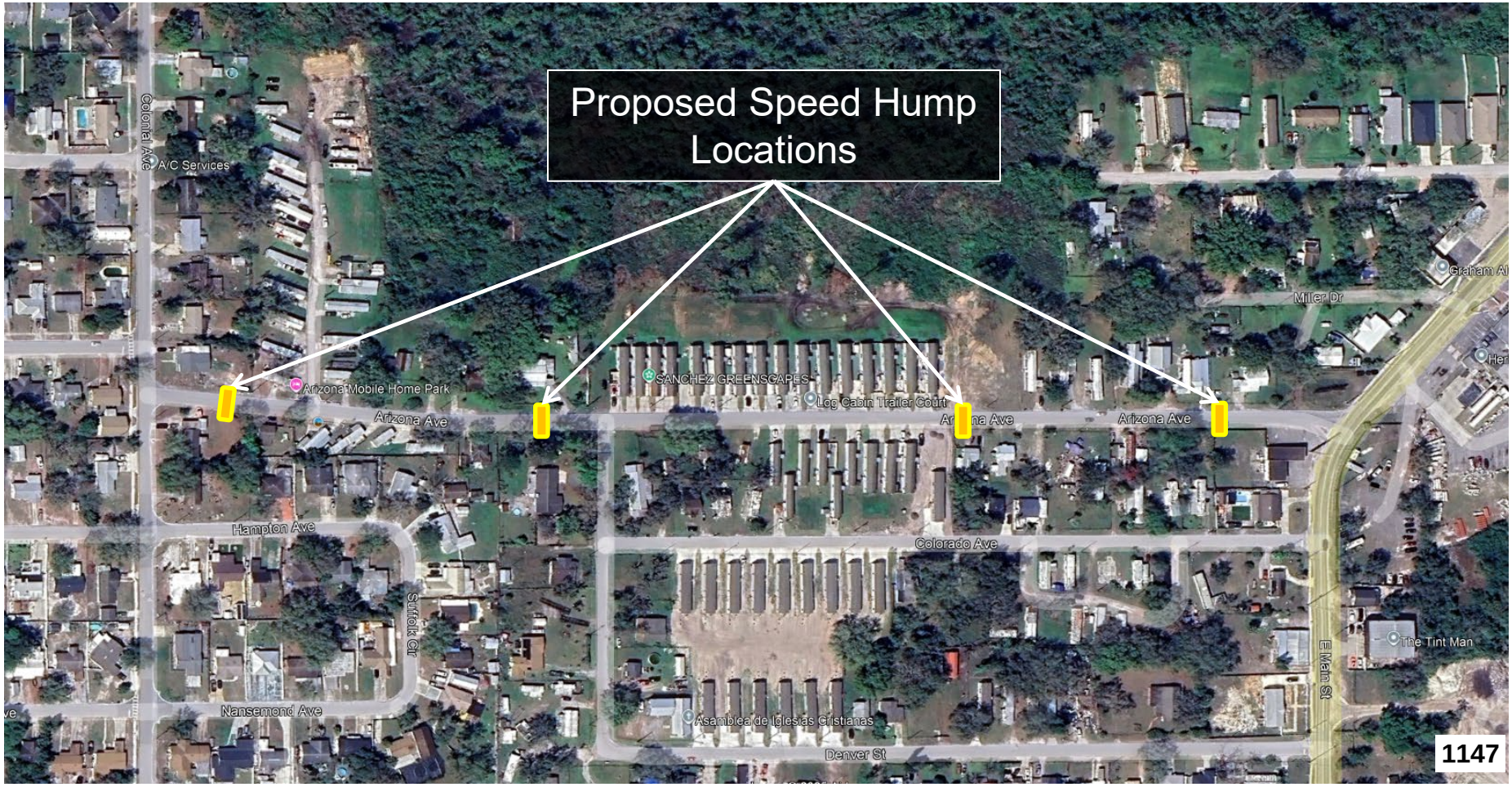
Request for Traffic Calming Devices

Vicinity Map



Arizona Ave (Lakeland Area)

Traffic Calming Plan



Agenda Item O.7. 12/16/2025

SUBJECT

Public Hearing to consider Adoption of a Resolution Allowing for the Installation of Two Traffic Calming Devices (Speed Humps) on Jamestown Avenue, Near Lakeland. (estimated $20,000.00 one-time expense)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Jamestown Avenue. Jamestown Avenue is located in the Lakeland area in S-21, T-28S, R-24E, and is classified as a Local Residential road.

Staff conducted traffic studies on Jamestown Avenue, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

RECOMMENDATION

Request Board adopt the associated Resolution to allow for the installation of two traffic calming devices (speed humps) on Jamestown Avenue. Cost for installation of the traffic calming devices is estimated at $10,000.00.

FISCAL IMPACT

Funding is budgeted in the FY 25/26 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO.: _____

WHEREAS the Board of County Commissioners has a policy to allow for the placement of traffic calming devices upon certain qualifying roads, and

WHEREAS the Polk County Roads & Drainage Division was requested to install traffic calming devices on the following County-maintained Local Residential road:

Jamestown Avenue (Road Number 842111); from Crosby Street to Colonial Avenue. Located in S-21, T-28S, R-24E, and

WHEREAS speed studies were performed in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that Jamestown Avenue qualifies for traffic calming devices based on 85th Percentile speed and traffic volume, and

WHEREAS homeowners along Jamestown Avenue were provided with ballot forms, and a sufficient number of said forms were either returned in support of the installation of traffic calming devices, or were not returned and counted as being in support of the installation of traffic calming devices, in accordance with Board policy requirements,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Jamestown Avenue to have two traffic calming devices installed between Crosby Street and Colonial Avenue.

Adopted in Regular Session duly assembled this 16th day of December 2025.

Attest:
Stacy M. Butterfield, Clerk

By:_____
Deputy Clerk

Board of County Commissioners
Polk County, Florida

By: _____
Martha Santiago, Ed.D., Chair

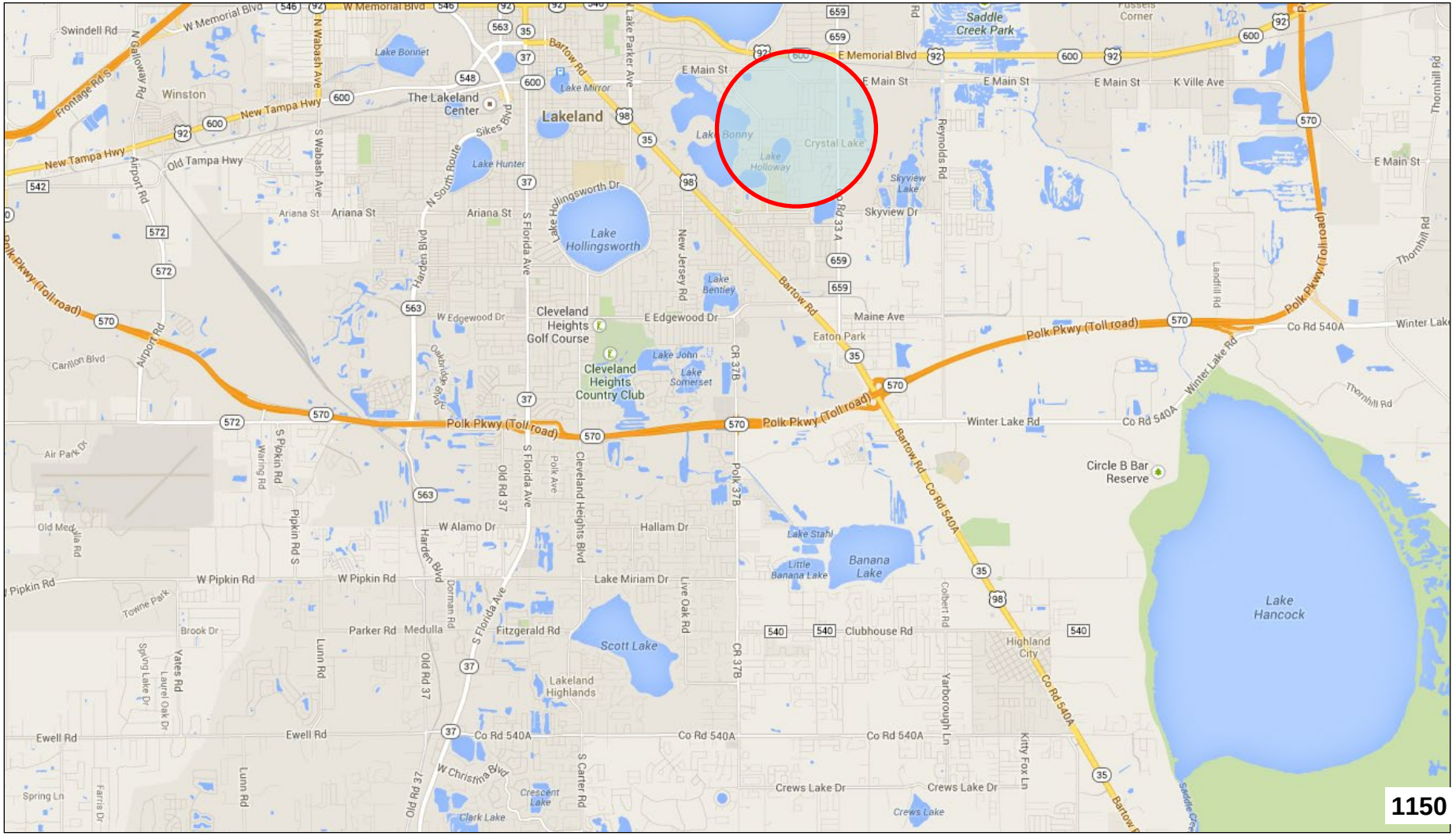
N

N.T.S.

Jamestown Ave (Lakeland Area)

Request for Traffic Calming Devices

Vicinity Map



Jamestown Ave (Lakeland Area)

Traffic Calming Plan

Agenda Item O.8. 12/16/2025

SUBJECT

Public Hearing to consider Adoption of a Resolution Allowing for the Installation of Two Traffic Calming Devices (Speed Humps) on Fox Creek Drive South, Near Mulberry. (estimated $10,000.00 one-time expense)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Fox Creek Drive South. Fox Creek Drive South is located in the Mulberry area in S-29, T-30S, R-23E, and is classified as a Local Residential road.

Staff conducted traffic studies on Fox Creek Drive South, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

RECOMMENDATION

Request Board adopt the associated Resolution to allow for the installation of two traffic calming devices (speed humps) on Fox Creek Drive South. Cost for installation of the traffic calming devices is estimated at $10,000.00.

FISCAL IMPACT

Funding is budgeted in the FY 25/26 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO.: _____

WHEREAS the Board of County Commissioners has a policy to allow for the placement of traffic calming devices upon certain qualifying roads, and

WHEREAS the Polk County Roads & Drainage Division was requested to install traffic calming devices on the following County-maintained Local Residential road:

> Fox Creek Drive South (Road Number 932906); from Fox Creek Drive West to Ramblewood West. Located in S-29, T-30S, R-23E, and

WHEREAS speed studies were performed in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that Fox Creek Drive South qualifies for traffic calming devices based on 85th Percentile speed and traffic volume, and

WHEREAS homeowners along Fox Creek Drive South were provided with ballot forms, and a sufficient number of said forms were either returned in support of the installation of traffic calming devices, or were not returned and counted as being in support of the installation of traffic calming devices, in accordance with Board policy requirements,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Fox Creek Drive South to have two traffic calming devices installed between Fox Creek Drive and Ramblewood West.

Adopted in Regular Session duly assembled this 16th day of December 2025.

Attest: Stacy M. Butterfield, Clerk	Board of County Commissioners Polk County, Florida
By:_____ Deputy Clerk	By: _____ Martha Santiago, Ed.D., Chair

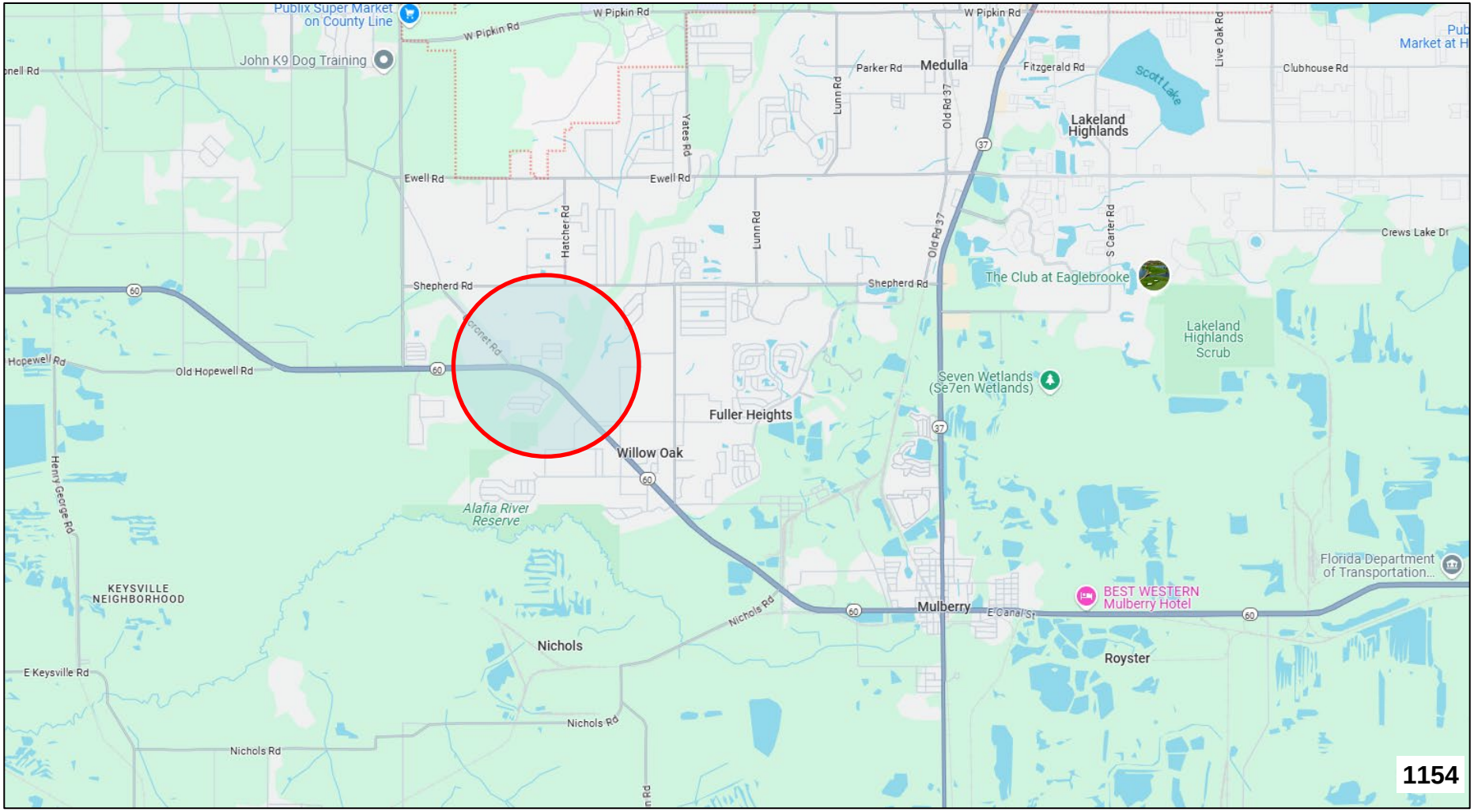
N

N.T.S.

Fox Creek Dr S (Mulberry Area)

Request for Traffic Calming

Vicinity Map



N

N.T.S.

Fox Creek Dr S (Mulberry Area)

Traffic Calming Plan

1155

Agenda Item O.9. 12/16/2025

SUBJECT

Public Hearing to consider the sale of the Waverly Utility System (water and wastewater) to the City of Lake Wales ($5,300,000.00 one-time revenue)

DESCRIPTION

The County owns and operates a potable water supply, treatment, transmission, and distribution system, and a wastewater collection, transmission, treatment, and disposal system (collectively, the "Waverly Utility System") located within the Waverly area of unincorporated Polk County within the East Regional Utility Service Area. The Waverly area is contiguous with the City of Lake Wales corporate limits. As of 2022 the Waverly Utility System served 562 residential potable water connections, 26 commercial water connections, 242 residential wastewater connection and 3 commercial wastewater connections.

The Waverly Utility System is essentially an enclave within the Lake Wales utility service area and is remote from other Polk County Utilities infrastructure. The City and the County utilities staffs agree that the City's acquisition of system would be a more efficient use of those assets. In September 2024, the County commissioned and obtained a system valuation report from Raftelis Financial Consultants, Inc. After considering the report the County and City utility staffs began negotiating a purchase and sale agreement for the Waverly Utility System. The resulting proposed agreement (the "Waverly Utility Sales Agreement") provides for the sale and transfer of all Waverly Utility System assets to the City of Lake Wales for the sum of five million three hundred thousand dollars ($5,300,000.00) with a closing to occur on or before March 13, 2026.

A sale of the Waverly Utility System requires the Board of County Commissioners to hold a public hearing on the proposed sale, then make a determination that the sale is in the public interest considering at a minimum the statutory factors reviewed on the memorandum attached to and made part of the attached proposed resolution (the "Resolution") which states the Board's findings and determinations regarding the sale, approves the sale, and delegates authority to the County Manager and the Real Estate Services Director to execute documents on behalf of the County which are necessary to close the transaction in accordance with the Waverly Utility Sales Agreement.

RECOMMENDATION

Following the public hearing find that the proposed Waverly Utility System sale is in the public interest, adopt the proposed Resolution, and approve the proposed Waverly Utility Sales Agreement

FISCAL IMPACT

Funds received will be deposited in the Utilities Operating Fund.

CONTACT INFORMATION

Tamara Richardson
Utilities Division Director
863-298-4246

Tom Norsworthy
Deputy County Attorney
863-534-6730

AGREEMENT FOR PURCHASE AND SALE OF WATER SYSTEM AND WASTEWATER SYSTEM ASSETS BY & BETWEEN THE CITY OF LAKE WALES, FLORIDA, & POLK COUNTY, FLORIDA

This Agreement ("Agreement") is made and entered into this _____ day of December, 2025, by and between the City of Lake Wales, Florida ("Lake Wales"), a Florida municipal corporation organized and existing under the laws of the State of Florida, and Polk County, Florida, (the "County") a political subdivision of the State of Florida (each, individually, is a "Party," and together they are "the Parties" to this Agreement) .

RECITALS

1. The County owns and operates a potable water supply, treatment, transmission, and distribution system ("Water System") and a wastewater collection, transmission, treatment, and disposal system ("Wastewater System") (jointly the "Waverly Utility System"), located in Polk County, Florida, which are more fully described in the Report.

2. The County is willing to sell the assets (and not the liabilities) of the Waverly Utility System to Lake Wales, and Lake Wales is willing to purchase the assets (and not the liabilities) of the Waverly Utility System from the County.

3. The County has the power and authority to sell the Waverly Utility System and the City has the power and authority to acquire the Waverly Utility System and to operate the Waverly Utility System in order to provide potable water and wastewater infrastructure and service within Polk County.

4. To accommodate the sale, the County has agreed to provide Lake Wales information the County possesses about the System such that Lake Wales may examine the Waverly Utility System assets and financial structure, the County's general utility financial structure, and other items required by Lake Wales to complete its due diligence and comply with state law.

5. To accommodate the sale, Lake Wales has agreed to provide the County information Lake Wales possesses which the County needs to determine whether the sale of the Waverly Utility System assets to Lake Wales is in the public interest and to comply with state law.

6. Pursuant to Section 180.301, Florida Statutes, Lake Wales has examined the Waverly Utility System assets, has examined the Waverly Utility System and Lake Wales's existing financial structures, has examined the long-range needs and goals of Lake Wales relative to the provision of water and wastewater service to its present and future citizens, and has determined that the acquisition of the Waverly Utility System is in the public interest.

7. Pursuant to Section 125.3401, Florida Statutes, the County has examined the Waverly Utility System assets, has examined the Parties' respective existing financial structures, has examined the long-range needs and goals of the County relative to the provision of water and

wastewater service to its present and future citizens, and has determined that the sale of the Waverly Utility System to Lake Wales s in the public interest.

8. The parties have negotiated in good faith and are empowered to be bound by the terms and conditions of this Agreement.

ACCORDINGLY, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lake Wales and the County hereby agree to sell and purchase the Waverly Utility System upon the following terms and conditions:

SECTION 1. RECITALS AND DEFINITIONS.

1.1 Recitals. The Recitals stated above are true and correct and are incorporated into this Agreement.

1.2. Definitions. In interpreting this Agreement, the following words, phrases, and terms shall have the following meaning unless the context of this Agreement indicates otherwise.

a. "Agreement" means this Agreement for Purchase and Sale of Water System and Wastewater System Assets by and between the City of Lake Wales, Florida, and Polk County, Florida, or as it may from time to time be modified.

b. "FDEP" means the State of Florida Department of Environmental Protection, or any successor agency.

c. "FDEP Permit" means FDEP Permit Number FLA012968 issued to Polk County on or about March 30, 2023, as subsequently amended, which permits the operation of the Waverly Public Wastewater System.

d. "Permits" means collectively the FDEP Permit, the SWFWMD Permit, and any other assignable permit the County holds which is necessary to operate the Systems.

e. "Purchased Assets" means that term as defined in Section 2.3 below.

e. "Real Property" means that portion of the real property identified in Table 2-5 of the Report that is more particularly described on the attached Exhibit "A" which the County will convey to Lake Wales pursuant to the Agreement.

f. "Report" means that Raftelis Financial Consultants, Inc. Waverly Water and Wastewater System Valuation Final Report dated June 17, 2024

g. "SWFWMD" means the Southwest Florida Water Management District

h. "SWFWMD Permit" means that SWFWMD Permit Number 8054.007 issued to Polk County on or about December 18, 2012 as subsequently amended, which authorizes the withdrawal of groundwater from the Upper Florida aquifer, a portion of which is allocated to the Waverly Public Water System.

i. "System" or "Waverly Utility System" means the combined Water System and Wastewater System.

j. “Tangible Property” means the collective tangible assets of the System as listed in Tables 2-3 and 2-4 of the Report, a full and complete copy of the tables are attached to and incorporated in this Agreement as Exhibit “B.”

Any terms defined elsewhere in this Agreement shall when used herein have the ascribed meaning and definition.

SECTION 2. PURCHASE AND SALE OF UTILITY SYSTEM; DESCRIPTION OF PURCHASED ASSETS.

2.1. Lake Wales shall buy from the County, and County shall sell to Lake Wales, the Purchased Assets (as defined below) upon the terms, and subject to the conditions precedent, set forth in this Agreement free and clear of all encumbrances, other than Permitted Exceptions.

2.2. Lake Wales is purchasing the Purchased Assets, and the Waverly Utility System “As-Is” “Where-Is” subject to “'All Faults,” excluding any latent faults resulting from the gross negligence of the County.

2.3. "Purchased Assets" shall include all assets, business properties, and rights, both tangible and intangible, that the County owns regarding the ownership, construction, operation or maintenance of the Waverly Utility System including, but not limited to:

a. The Real Property owned by the County, including all buildings and improvements located thereon, as identified in Exhibit “A” to this Agreement ("Real Property").

b. All easements, licenses, prescriptive rights, rights-of-way, rights to use public and private roads, highways, canals, streets and other areas identified in Exhibit “C” and that portion (the “Waverly Service Territory”) of the County’s East Regional Utility Service Area identified in Exhibit “D,” both exhibits being attached to and incorporated into this Agreement.

c. All water supply, treatment, distribution, and transmission facilities, and all wastewater collections systems, including, but not limited to, pumps, plants, wells, tanks, lift stations, transmission mains, distribution mains, pipes, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by the County and related to the Waverly Utility System or to which the County possesses rights and are used in connection with its operation of the Waverly Utility System, as identified in Exhibit “B” to this Agreement.

d. All governmental authorizations, franchises, immunities, privileges, permits, license rights, consents, grants, ordinances, surveys, leaseholds, and all rights to construct, maintain and operate all or any portion of the Waverly Utility System, and every right of every character whatever in connection therewith, and the obligations thereof (hereinafter referred to as the "Authorizations"); together with all rights granted to the County under its Authorizations.

e. All items of inventory owned by the County on the Closing Date which are used to operate and maintain the Waverly Utility System, and which shall not be unnecessarily depleted between the date of the County signing this Agreement and the Closing Date. Inventory items/amounts as of the date of signing this Agreement shall include those items listed in Exhibit "E**."**

f. All supplier lists, customer records, prints, plans, including plans in electronic or digital format where available, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information relating to the Utility System in the County's possession, including the right, if any, to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper or electronic form.

g. All sets of record drawings, including as-built drawings, showing all facilities of the Utility System, including all original tracings, sepias or other reproducible materials in the County's possession, including any rights of the County, if any, to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper or electronic form.

h. All rights and obligations of the County under any Developer Agreements as identified in Exhibit "F" attached to and incorporated in this Agreement. Exhibit "F" shall identify any of the foregoing which are not transferable, which require third party consents for the assumption by County and for which the Developer has pre-paid Connection Charges, the amount of such pre-paid Connection Charges, the number of equivalent residential connections ("ERCs") connected and the balance of ERCs remaining which have been prepaid but have not yet been connected as of the County signing this Agreement.

i. All rights and obligations of the County under all Contracts and Leases as identified in Exhibit "G" attached to and incorporated in this Agreement. Exhibit "G" shall contain a schedule identifying any Contracts or Leases which are not transferable or for which third party consents are necessary for the assumption by County.

j. All equipment, tools, parts, laboratory equipment, office equipment and other personal property owned by the County which are exclusively used to operate and maintain the Waverly Utility System as identified in Exhibit "H" attached to and incorporated in this Agreement.

k. All customer deposits made to the County in connection with the operation of the Waverly Utility System as evidenced by the current customer records at the time of closing.

2.4. "Excluded Assets". Notwithstanding any other provision in this Agreement that may be construed to the contrary, Purchased Assets do not include the Excluded Assets. The following assets are excluded from the Purchased Assets:

a. Cash, bank accounts, equity and debt securities of any nature, deposits maintained by the County with any governmental authority, or utility and any prepaid expenses of the County, which shall be the County's sole property as of the Closing Date.

b. Escrow and other County provisions for payment of federal and state taxes, and other obligations to governmental entities, including franchise fees, which shall be the County's responsibility to pay through the Closing Date.

SECTION 3. LIABILITIES.

3.1. Assumed Liabilities. On the Closing Date, Lake Wales shall assume and agree to discharge only the following Liabilities: (the "Assumed Liabilities"):

a. All liabilities to the customers of the System incurred after the Closing Date where the operative act giving rise to the liability occurred after the Closing Date.

b. Any liability of Lake Wales under this Agreement or any other document executed in connection with this Agreement.

c. Any liability of Lake Wales based upon its acts or omissions occurring after the Closing Date.

d. Any liability arising from or related to the ownership, construction, operation and maintenance of the System after the Closing Date.

3.2. Excluded Liabilities. Notwithstanding the foregoing, Lake Wales does not assume any debts, liabilities, obligations, or other financial or service obligations of the County, except as may be expressly provided in this Agreement. Lake Wales does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of any kind whatsoever imposed or required by any third party (and the definition of third party excludes Lake Wales), whether known or unknown, contingent, liquidated or not liquidated, arising or accruing under contract, law, tort, ordinance, law, regulation or otherwise, arising or accruing before or after the Closing Date where the operative act or omission was that of or attributable to the County for its actions prior to the Closing Date. The County shall remain liable for and shall pay, perform or discharge all such liabilities and obligations; provided the County is not hereby limited in its right to contest in good faith any such liabilities or obligations.

SECTION 4. PURCHASE PRICE. The total consideration intended to be paid for the Waverly Utility System is the Purchase Price plus adjustments as set forth herein. Lake Wales shall pay to the County for conveyance of the Purchased Assets, subject to the additions, adjustments and pro-rations referenced in this Agreement, a cash payment in the amount of FIVE MILLION, THREE HUNDRED THOUSAND DOLLARS ($5,300,000.00) via wire transfer to the account(s) designated by the County at the Closing.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE COUNTY. As a material inducement to Lake Wales to execute this Agreement and perform its obligations hereunder, the County represents and warrants to Lake Wales as follows:

5.1. The County is a duly organized, validly existing political subdivision, and its status is active under the laws of the State of Florida. The County has all requisite power and authority and has taken all requisite action necessary to (a) enter into this Agreement, and (b) perform all the terms and conditions of this Agreement.

5.2. The Board of County Commissioners of the County has approved the County entering into this Agreement.

5.3. This Agreement constitutes, and all other agreements to be executed by the County with respect to this Agreement will constitute, when executed and delivered, valid and binding obligations of the County, enforceable in accordance with their terms.

5.4. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any Court or agency of government applicable to the County, the County's Charter or Code of Ordinances, nor any Certificate, indenture, agreement, or other instrument to which either the County is a party, or by which it is bound.

5.5. The County has good and marketable title to the Purchased Assets related to the System. The Purchased Assets are subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances, as defined in Subsection 7.5 of this Agreement, other than those that will be satisfied or released by the Closing. At Closing, the County shall deliver title to such Purchased Assets related to the Waverly Utility System free and clear of all debts, liens, pledges, charges or encumbrances whatsoever, other than Permitted Encumbrances related to Real Property only.

5.6. The County has exclusive possession, control and ownership to all Real Property, Purchased Assets, and the Utility System to which it is related and that all such real property has been identified in Exhibit "A" hereof.

5.7. Environmental Law Compliance. To The County's knowledge:

a. The County is in material compliance with all applicable Environmental Laws and has no material liability thereunder, and there is no reasonable basis for the County to believe that any such liability exists.

b. The County has obtained all permits required, or has submitted application renewals for such permits in a timely manner, under applicable Environmental Laws, necessary for the operation of the Waverly Utility System as conducted as of the date of this Agreement

c. There is no Hazardous Material in violation of any Environmental Law located on the Real Property; no Real Property is listed or formally proposed for listing under

CERCLA, the Comprehensive Environmental Response, Compensation Liability Information System ("CERCLlS"), or on any similar state list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to claims against the County for clean-up costs, remedial work, damages to natural resources, or for personal injury claims, including, but not limited to, claims under CERCLA; and there is no reasonable basis for the County to be named in such claims or for any similar action to be brought against the County.

d. No written or verbal notification of a Release of a Hazardous Material has been filed by or on behalf of the County or any third party with respect to the Waverly Utility System. No Waverly Utility System property is listed or proposed for listing on the National Priority List promulgated pursuant to CERCLA, or CERCLIS, or any similar state list of sites requiring investigation or clean up.

e. No Hazardous Material has been released in violation of Environmental Law at, on, or under any System property.

f. Definitions.

(1) "Environmental Law" means any federal, state, or local statute, order, regulation, or ordinance, or common law or equitable doctrine relating to the protection of human health or the environment in effect as of the Closing Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 US.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. *§* 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), as such have been amended or supplemented as of the Closing Date, the regulations promulgated pursuant thereto, and in effect as of the Closing Date and any conditions and requirements contained in any permits possessed by the County from any federal, state, or local agencies necessary to operate its respective Utility System.

(2) "Hazardous Material" means petroleum or any substance, material, or waste which is regulated under any Environmental Law in the jurisdictions in which the County conducts its business including, without limitation, any material or substance that is defined as or considered to be a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," "toxic waste," or "toxic substance" under any provision of Environmental Law.

(3) "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment, at or from any property owned or operated by the County or related to Hazardous Materials generated by the County.

(4) "Remedial Action" means all actions required to (i) clean up, remove, or treat any Hazardous Material; (ii) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the environment; or (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care directly related to or in connection with any such remedial action.

5.8. There are no current actions, suits or proceedings at law or in equity pending or, to the County's knowledge, threatened against the County before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Waverly Utility System or any of the Purchased Assets or the County's right and ability to make and perform this Agreement, nor is the County aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. The County is not in default with respect to any Certificate, permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Waverly Utility System or any of the Purchased Assets. The County agrees and warrants that it shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings, and orders which in any way relate to the Waverly Utility System.

5.9. No representation or warranty made by the County in this Agreement contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained not misleading.

5.10. After due inquiry the County has no actual knowledge that the County's use of the Real Property or Purchased Assets is in violation of any applicable state or local laws, rules or ordinances, including wellhead protection, zoning or other applicable requirements, nor are there any encroachments of any kind related to the Real Property. For the purposes of construing this section, "actual knowledge" includes facts directly and personally known to the County, or facts which the County is presumed to have received directly or personally because evidence within either the County's possession or knowledge is sufficient to engage in a reasonable inquiry into the existence of such facts.

5.11. The County has not entered into any agreements or commitments with developers or customers providing for the extension of services or facilities regarding the Waverly Utility System, nor has the County collected any connection or plant capacity fees or charges for which the payor, its successors or assigns have not been connected to the Waverly Utility System.

5.12. All customer records have been delivered to County and are accurate and reflect all deposits and accounts receivable owed to the County.

5.13. Following Closing, neither the County nor any affiliate of the County shall provide water or wastewater service within the Waverly Service Territory.

5.14. All representations or warranties made by the County in this Agreement shall survive for a period of one (1) year post-Closing.

SECTION 6. REPRESENTATIONS AND WARRANTIES OF LAKE WALES. As a material inducement to the County to execute this Agreement and to perform its obligations hereunder, Lake Wales represents and warrants to the County as follows:

6.1. Lake Wales has been duly organized and is a validly existing municipal corporation under the laws of the State of Florida. Lake Wales has all requisite power and authority to enter into this Agreement and carry out and perform the terms and conditions of this Agreement.

6.2. This Agreement constitutes, and all other agreements to be executed by Lake Wales with respect to this Agreement, will constitute, when executed and delivered, valid and binding obligations of Lake Wales, enforceable in accordance with their terms.

6.3. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Lake Wales, nor any indenture, agreement, or other instrument to which Lake Wales is a party, or by which it is bound.

6.4. All necessary public hearings and referenda required to authorize Lake Wales' purchase of the Waverly Utility System and Lake Wales entering into this Agreement will have been held in a manner and at the times duly required by law and all other appropriate governmental actions required to be taken by Lake Wales will have been duly taken prior to the Closing Date.

6.5. There is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority, pending against Lake Wales, wherein an unfavorable decision, ruling or finding would materially or adversely affect the performance by Lake Wales of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of the Agreement.

SECTION 7. TITLE INSURANCE AND PERMITTED ENCUMBRANCES.

7.1. At least ten (10) days prior to the Closing, the County shall obtain and provide to Lake Wales at the County's expense a current title insurance commitment in favor of Lake Wales issued by a title company licensed to do business in the State of Florida, covering the Real Property and encompassing legal and physical access from a dedicated public road, street, or highway, which access is insurable under the title policy, which shall be in the amount of FOUR HUNDRED THOUSAND Dollars ($400,000.00). The title insurance commitment shall commit the insurer to issue an owner's title insurance policy to Lake Wales covering the Real Property, substantially in accordance with the ALTA Standard Owner's Form most recently approved for use in Florida as modified, reflecting title to the Real Property to be marketable and insurable, except for the Permitted Encumbrances, the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as the standard survey exception (based on a current survey for all or portions of the Real Property), and materialman's liens and mechanics liens, if there are no such liens at the time of Closing. The County shall execute at, or prior to Closing, in favor of Lake Wales and the title insurance company, all forms or affidavits required by the title insurance company including, but not limited

to, the appropriate mechanic's lien affidavit and "Gap" affidavit, sufficient to allow the title insurance company to delete all standard exceptions addressed by such affidavits.

7.2. Lake Wales shall notify the County in writing before the Closing Date of any alleged defect in the County's title to the Real Property, other than the Permitted Encumbrances (such written notice to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in the County's title to the Real Property other than the Permitted Encumbrances), which render or may render the County's title to the Real Property (i) unmarketable in accordance with standards adopted by The Florida Bar, or (ii) uninsurable. Any objections to title to the extent not shown on the notice furnished by County in accordance with the provisions of this paragraph shall be deemed to have been waived by Lake Wales and Lake Wales shall not be entitled to any damages or other remedies. The County shall have until the Closing Date to eliminate the objections to title set forth in Lake Wales' notice. However, in no event shall the County be required to bring suit or expend any sum in excess of $25,000 in the aggregate to cure title defects (exclusive of mortgages against the Real Property, which are in a liquidated amount) that the County has an obligation to discharge by the Closing pursuant to the terms of this Agreement. If the County fail to deliver title as herein provided, then Lake Wales may:

(1) Accept whatever title the County is able to convey with no abatement of the Purchase Price; or

(2) Reject title and terminate this Agreement with no further liability of either party to the other.

7.3. Lake Wales may not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter that (i) may be satisfied with a payment of money and the County advises Lake Wales that the County elects to do so by paying same at or prior to the Closing Date; (ii) any mechanic's lien or other encumbrance that can be released of record, bonded or transferred of record to substitute security so as to relieve the Real Property from the burden thereof and the County advises Lake Wales that the County elects to do so at or prior to Closing; or (iii) the title insurance company issuing the title insurance commitments affirmatively to insure-over.

7.4. The County shall provide a copy of any existing survey of the Real Property to Lake Wales within thirty (30) days of the execution of this Agreement. Any new survey(s) shall be solely at Lake Wales' expense.

7.5. As used herein, "Permitted Encumbrances" include the following:

a. All present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.

b. Easements and restrictions of record which do not impair or restrict the use of the Real Property or the operation of the Waverly Utility System.

c. Any drainage canal, mineral, road, or other reservation of record in favor of the State of Florida or any of its agencies or governmental or quasigovernmental entities, or as may be set forth in any "Murphy Deeds", none of which, however, shall impair or restrict the use of the Real Property or the operation of the Waverly Utility System.

SECTION 8. CONDITIONS PRECEDENT TO CLOSING. The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Closing Date:

8.1. Neither Party is prohibited by decree or law from consummating the transaction.

8.2. There is not pending on the Closing Date any legal action or proceeding that would (i) prohibit the acquisition or sale of the Purchased Assets, (ii) prohibit Lake Wales or the County from closing the transaction or Lake Wales from paying the Purchase Price, or (iii) inhibit or restrict in any manner Lake Wales's use, title, or enjoyment of the Purchased Assets.

8.3. The other Party has performed all of the undertakings required to be performed by it under the terms of this Agreement.

8.4. There has been no material adverse change in the physical condition of the Purchased Assets. For purposes of this Agreement, a "material adverse change" shall mean a 1oss or damage to the Purchased Assets that materially reduces: (1) their value in the aggregate; or (2) the ability to operate the Waverly Utility System as operated by the County prior to the Closing Date.

8.5. All warranties and representations of the other Party are true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.

8.6. Neither Party has terminated the Agreement as provided for in Section 10 hereof.

SECTION 9. PRE-CLOSING CONDUCT; COVENANTS. Prior to the Closing Date, the Parties covenant to each other, and shall conduct themselves, as follows:

9.1. Covenants. During the period between execution of this Agreement and the Closing Date, the County shall:

a. Operate and maintain the Waverly Utility System and Purchased Assets thereof in a normal and ordinary manner to ensure that the condition of the Waverly Utility System and the Purchased Assets thereof remain in all material respects unchanged, normal wear and tear and usage excepted, and the inventory on hand shall not be diminished or depleted, other than in the ordinary course of business.

b. Promptly notify Lake Wales of any notification received by the County from any person, business, or agency of any existing or potential Environmental Law violation.

c. Provide Lake Wales, or its designated agent(s), with unrestricted access to the Waverly Utility System, Purchased Assets, the County's customer and operations books and records for the same, employees, agents, or representatives, on reasonable advance notice (one business day) and during business hours.

d. Promptly notify Lake Wales of any event, activity or occurrence that has, or may have, a material adverse effect upon the Purchased Assets or this transaction.

9.2. No New Developer Agreements. During the period between execution hereof and Closing, the County shall not:

a. Enter into any contract, oral or written, relating to the Waverly Utility System or Purchased Assets that will survive Closing without the prior written consent of Lake Wales which consent shall not be unreasonably withheld, conditioned or delayed. Actions requiring ongoing compliance such as pipeline breaks and other emergency situations are excluded;

b. Without the prior written consent of Lake Wales, which shall not be unreasonably withheld, enter into any Developer Agreement which permits or requires services from the Waverly Utility System. Copies of any such developer agreements shall be promptly delivered to Lake Wales and shall not be signed by the County without prior written consent from Lake Wales.

9.3. Insurance. The County shall maintain its existing levels of insurance on the Purchased Assets and Waverly Utility System and the risk of any loss shall remain with the County through the Closing Date.

9.4. Optional Phase I Assessments. Lake Wales may obtain Phase I Environmental Site Assessments ("ESA") (and a subsequent Phase Two ESA if Lake Wales determines that one is necessary based on the Phase I assessment results) of each parcel comprising the Real Property. lf such ESA discloses the presence of any Hazardous Material, Lake Wales shall notify County within ten (10) business days of receipt of such ESA, and County shall have the right but not the obligation to perform such cleanup and remediation as is necessary hereunder. Upon County's failure to perform such cleanup and remediation prior to the Closing Date, Lake Wales may elect to either (i) terminate this Agreement, in which event neither party shall have any liability to the other; or (ii) proceed to Closing without abatement of the Purchase Price.

9.5. Due Diligence Investigations. Lake Wales is relying upon its own due diligence investigation in entering into this Agreement. Lake Wales shall have until the Closing Date to complete, at Lake Wales' expense, financial, legal, engineering and operational due diligence investigations of the Purchased Assets. Based upon the results of such due diligence investigations Lake Wales shall have the right to terminate this Agreement for any defects or problems revealed

by such due diligence. Lake Wales shall provide the County with written notice of termination within ten (10) days of completion of such due diligence. During this period, the County shall provide Lake Wales and its representative's access to all Purchased Assets as set forth in this Agreement.

9.6. Risk of Loss. The County shall bear the risk of loss, damage or destruction of the Purchased Assets by fire or other casualty prior to and including the Closing Date. If any portion of the Purchased Assets is damaged by fire, act of God or other casualty before or on the Closing Date, then the Parties shall jointly assess the damage and impact on the System. If the damage requires a material repair or replacement of all or any portion of the System, then the Closing shall be delayed until such time as the County can repair the affected System or portion thereof, so it is in the same or similar condition as of the Effective Date.

SECTION 10. TERMINATION OF AGREEMENT.

10.1. This Agreement may be terminated (i) by mutual written consent of the Parties, (ii) by either Party if the transactions contemplated hereby have not closed by March 12, 2026, if not otherwise extended pursuant to the provisions contained elsewhere herein, or (iii) as provided in subsections 10.2 and 10.3 below.

10.2. Lake Wales may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

a. The failure, in any material respect prior to Closing, of any conditions precedent to Closing, any pre-closing conduct, or any covenant of County set forth in Sections 8 and 9 hereof.

b. Any material breach of this Agreement by the County, including, but not limited to, a material breach of any representation or warranty, if the County has not cured such breach within 30 days after written notice from Lake Wales; provided, however, such breach must in any event be cured by the Closing Date unless the date for cure has been extended or excused by Lake Wales.

10.3. The County may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

a. The failure, in any material respect prior to Closing, of any of the conditions precedent to Closing set forth in Section 8.

b. Any material breach of this Agreement by Lake Wales, including, but not limited to, a material breach of any representation or warranty, if Lake Wales has not cured such breach within 30 days after written notice from the County, provided, however, such breach must in any event be cured prior to the Closing Date unless the date for cure has been extended or excused by County.

10.4. Upon the occurrence of any of the bases for termination of this Agreement, the Party seeking to terminate this Agreement shall provide written notice of its termination of this Agreement to the other by delivering the same as provided in Subsection 13.2.

10.5. Upon the termination of this Agreement, the following shall occur:

a. To the extent permitted by Florida law, each Party shall return all documents, including copies, in its possession, custody, or control, or in the possession, custody, or control, of its agents and consultants to the other, as the case may be. Each Party, its agents and consultants, shall treat any information previously received as confidential, and shall not disclose or use such information, unless required by law.

b. Except as otherwise set forth in this Agreement, each Party shall be responsible for payment of its own attorney and other professional fees and other costs of any nature whatsoever incurred prior to the termination of this Agreement.

c. In the event the termination occurs as set forth in Subsections 7.1 and 9.4, this Agreement shall forthwith become void and there shall be no liability on the part of Lake Wales or the County, or their respective Board or Commission members, managers, officers, or directors.

SECTION 11. CLOSING DATE AND CLOSING.

11.1. Unless otherwise extended as provided elsewhere herein, this transaction shall close at a mutually agreeable time on a mutually agreeable date occurring on or before March 13, 2026, at a location mutually acceptable to both Parties. As used in this Agreement, the "Closing Date" shall mean 12:00 a.m. the date that this transaction is closed.

11.2. At Closing, the following shall occur:

a. Lake Wales shall pay the Purchase Price, subject to any adjustment as provided for in this Agreement.

b. Title to the Real Property shall be conveyed to Lake Wales by a Deed in the form described in Section 125.411, Florida Statutes, conveying to Lake Wales fee simple title to the Real Property free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Easements shall be conveyed by easement. Title to the remaining Purchased Assets shall be conveyed to Lake Wales by Bill of Sale free of all claims, liens, or encumbrances, whatsoever. The County shall further provide Lake Wales such other instruments of conveyance as shall be, in the reasonable opinion of Lake Wales and its counsel, necessary to transfer the Waverly Utility System and Purchased Assets in accordance with this Agreement and, when necessary or desirable, in recordable form. Any such requested instruments shall be identified and finalized at least twenty (20) calendar days prior to the Closing Date.

c. County shall assign to Lake Wales via instruments in appropriate recordable form all easements, licenses, etc. benefiting the System, conveying to Lake Wales all the County's right, title and interest in all such easements, together with all the County's utility improvements thereon.

d. County shall deliver a Bill of Sale for the Tangible Property.

e. A general assignment by the County of all its other interests in the System, together with a general assignment of all associated customer accounts, contract rights, agreements, warranties, general intangibles, permits and approvals, together with the agreements which Lake Wales agrees to assume from the (i) Developer Agreements identified in Exhibit "F", and (ii) Contracts and Leases identified in Exhibit "G."

f. To the extent applicable to either Party, real property and personal property taxes on the Purchased Assets and the Waverly Utility System, shall be prorated as of the Closing Date and Lake Wales shall be required to pay its pro rata share at Closing pursuant to Section 196.295, Florida Statutes.

g. Documentary stamps are not due on this transaction pursuant to Rule 12B-4.013(5), Florida Administrative Code.

h. Connection Charges (defined as plant capacity, transmission line capacity, or other unit connection fees paid for the availability of utility capacity) received by County prior to Closing shall be retained by County if a physical connection to the Waverly Utility System has been made prior to Closing. Connection Charges paid to the County prior to Closing for which no connection has been made shall be paid over to Lake Wales at Closing. Connection Chargers paid after Closing shall be retained by Lake Wales. A schedule of Connection Charges paid to the County in the form of Exhibit "F" shall be updated by the County as of the Closing Date and provided to Lake Wales and paid by the County to Lake Wales at closing through the Closing Statement or as otherwise mutually agreed to by the parties.

i. Within five days prior to Closing, the County shall read the Waverly Utility System customers' meters and, thereafter, invoice the customers for service up to and including the final meter reading. County is entitled to all revenues for services up to and including the final meter reading. After Closing, the County shall collect the final bill and any delinquent amounts owed to County; however, Lake Wales shall promptly pay to the County any payments received by Lake Wales with respect to the County's final meter reading and any services rendered prior to the Closing Date, and will take such actions to collect such final bills on the County's behalf as it would if said delinquencies were monies owing to Lake Wales. The County hereby agrees to reimburse Lake Wales within fifteen (15) days after invoice receipt of all substantiated costs reasonably incurred by Lake Wales in taking such actions to collect all bills on County's behalf. Lake Wales

shall begin billing the customers based on the final meter reading as the starting point for future billing. After Closing, Lake Wales shall be entitled to all revenues of the System for services rendered after the Closing Date. The County shall promptly pay Lake Wales any payments received by County for services rendered after the Closing Date.

j. All transfers required or necessary to carry out the intent and purpose of this Agreement shall take place, unless waived or extended by mutual consent.

k. Except as otherwise provided herein, each of the Parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement, and any documents associated with the Closing.

l. All bills of any kind for services, materials and supplies of any kind rendered in connection with the construction, operation and maintenance of the System prior to Closing, including but not limited to electricity, phone service, and payroll for a period up to and including the Closing Date, shall be paid by County. Lake Wales shall be responsible for all such costs and expenses incurred for services rendered after closing subsequent to Closing.

l. Lake Wales shall assume the liability for customer deposits, and the County shall credit Lake Wales at Closing with all customer deposits and accrued interest thereon and shall provide Lake Wales with the list of customers for whom such deposits have been collected and corresponding amounts of such deposits through Closing.

m. Each Party shall deliver to the other Party a certificate stating that:
the party is not prohibited by decree or law from consummating the transaction contemplated hereby, there is not pending on the Closing Date any legal action or proceeding that hinders the ability of the Party to close the transaction, and all warranties and representations of such Party contained in this Agreement are true and correct in all material respects as of the Closing Date.

n. County shall deliver to Lake Wales, in a form reasonably acceptable to Lake Wales, an opinion of the County Attorney substantially to the effect that:

(1) The County is validly organized, existing and its status is active under the laws of the State of Florida.

(2) This Agreement has been duly and validly executed and approved by the County and is a valid and binding agreement upon the County.

(3) The execution, delivery and performance of this Agreement will not violate any agreement of or binding on, or any law applicable to the County.

o. Lake Wales shall deliver to the County in a form acceptable to County, an opinion of Lake Wales's Counsel substantially to the effect that:

(1) Lake Wales is validly organized and existing as a municipal corporation under the laws of the State of Florida.

(2) This Agreement has been duly and validly executed and approved by Lake Wales and is a valid and binding agreement upon Lake Wales.

(3) The execution, delivery and performance of this Agreement will not violate any agreement of, or binding on, or any law applicable to, Lake Wales.

p. A certified copy of a resolution adopted by the County Commission approving the sale and transfer of the System to Lake Wales pursuant to Section 125.3401, Florida Statutes.

11.3. Deliverables from Lake Wales. At least twenty (20) calendar days prior to the Closing Date, Lake Wales shall deliver the following documents to the County for its review and comment: such assumption and assignment agreements as may be necessary to transfer all leases, permits, agreements, approvals and other interests in the System assets which the County will assign to Lake Wales, and a certified copy of a resolution of the Lake Wales City Commission approving the city's purchase and acquisition of the System assets pursuant to Section 180.301, Florida Statutes. Said documents shall be dated as of the Closing Date. The assignments and assumptions being prepared by the Parties may be incorporated into one document at the convenience of the Parties.

11.4. Closing. Upon satisfaction of the conditions precedent set forth in this Agreement, and provided both Parties have received final approval to proceed from (i) their respective governing bodies, and (ii) the FDEP (if required), then on the Closing Date the Parties representatives will either meet to review and exchange the fully executed Closing Documents described herein, or exchange the documents via mail, delivery service, or hand delivery. The Closing Documents will be dated as of the Closing Date. Upon receipt the Parties will confirm with each other the acceptability of the delivered Closing Documents. Promptly thereafter Lake Wales will deliver the Purchase Price to the County via wire transfer in accordance with instructions the County will provide Lake Wales. The Closing will be complete upon the County's confirmation of its receipt of the Purchase Price and Lake Wales will then have the full right to possession of all the System Assets. Lake Wales will record the deed(s) and any other Closing Document that must be recorded among the public records; Lake Wales will pay the applicable costs to record the Closing Documents. Each Party shall pay their respective attorneys' fees, costs, and expenses arising or associated with the Closing and this transaction.

11.5. Cooperation with SWFWMD Permit Transfer. Upon Lake Wales providing the County a copy of the recorded deed(s), the County will promptly provide the SWFWMD notice of the System transfer and submit any forms required to transfer the Waverly Water System portion of the SWFWMD Permit to Lake Wales. Lake Wales shall cooperate and assist the County in the transfer of the Waverly Water System portion of the SWFWMD Permit to Lake Wales to include

without limitation executing such forms as the SWFWMD may require for such transfer. Upon transfer of the SWFWMD Permit, Lake Wales shall be solely responsible for compliance with the terms and conditions of the permit. The County covenants that it will not seek to obtain new consumptive use permits or to amend its existing consumptive use permits, whether on its own behalf or as part of any other governmental entity, which if obtained would have the effect of reducing the pumping or usage capacity or water allocation contained in the SWFWMD Permit that is transferred to Lake Wales. This covenant shall survive the Closing and shall not expire. The County is not responsible for changes in allowed usage or permit allocations initiated by SWFWMD or by any other governmental or non-governmental entity or agency.

11.6. Utility Service Areas. From and after the Closing Date and continuing perpetually thereafter, the Parties respective water and wastewater utility service areas shall be amended to exclude the Waverly Service Territory from the County's East Regional Utility Service Area and to include the Waverly Service Territory within the Lake Wales utility service area established in accordance with the requirements of Chapter 180, Florida Statutes.

SECTION 12. POST CLOSING COOPERATION.

12.1. The County and Lake Wales shall, after the Closing Date, upon reasonable request of the other Party and at no cost to the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, easements, assignments, transfers, powers of attorney and reasonable assurances as may be required in order to implement and perform any of the respective obligations, covenants and agreements of the Parties arising from this Agreement, and to permit Lake Wales to operate and maintain the Waverly Utility System in the manner operated by the County at the time of Closing,

12.2. Each of the Parties hereto shall provide the other with such assistance as reasonably may be requested in connection with the preparation of any tax return, audit or other examination by any taxing authority or any judicial or administrative proceedings relating to liability for taxes relating to the transactions contemplated by this Agreement, including reasonable access during regular business hours to any and all necessary documentation and/or records. Subject to the provisions of this Section, each Party shall retain and provide the other with any records or information that may be relevant to such return, audit or examination, proceedings or determination. The Party requesting assistance hereunder shall reimburse the other for reasonable expenses incurred in providing such assistance.

12.3. On or before November 1, 2025, the County and Lake Wales will jointly prepare a transition operating plan to provide for the smooth transition of the County's operational oversight of the System to Lake Wales. The transition plan shall provide for continuity of system operations, financial activities, services, supplies, billings, collections, and emergency responses.

12.4. Prior to Closing and continuing until Lake Wales acquires the System, the County will serve as the primary point of contact with the customers of the System for all matters relating to the System. The County will communicate periodically with the System customers regarding the plan to transfer and convey the System to Lake Wales and any other matters conducive of good and open communication with the customers.

12.5. The County agrees to provide reasonable assistance to Lake Wales to transition the administration (including customer services and accounting functions) and operation of the Waverly Utility System and Purchased Assets for a period of ninety (90) days after the Closing Date.

12.6. The respective representations and warranties of the Parties contained in this Agreement, or any document delivered pursuant to this Agreement shall survive the consummation of the transactions contemplated hereby and continue thereafter.

SECTION 13. MISCELLANEOUS PROVISIONS.

13.1. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties herein, and no right or cause of action will accrue upon or by reason hereto or for the benefit of any third party.

13.2. Notices. Any notices regarding this Agreement will be sent in writing to the following addresses, or at such other address as each Party may indicate by notice given to the other Parties:

County:	Tamara Richardson, P.E. Utilities Director Polk County Utilities Division 1011 Jim Keene Boulevard Winter Haven, Florida 33880
With a copy to:	Randy Mink, County Attorney County Attorney's Office 330 W. Church Street Bartow, Florida 33830
Lake Wales:	Sarah B. Kirkland, Utilities Director City of Lake Wales P.O. Box 1320 Lake Wales, FL 33859-1320
With a copy to:	Thomas A. Cloud, Special Counsel Gray Robinson, P.A. 301 East Pine Street, Suite 1400 Orlando, Florida 32801

Notice must be written and delivered: (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service and addressed to the Party for whom it is intended at the place last specified by the Party. Notice shall be effective upon receipt or refusal to accept receipt. The place for giving

notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Subsection 13.2.

13.3. Severability. If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be affected. To that end, this Agreement is declared severable.

13.4. Breach; Remedy. In the event of breach of this Agreement by a Party ("Breaching Party"), the Party suffering the breach ("Serving Party") shall serve upon the Breaching Party a written notice of breach ("Notice of Breach") detailing the Breaching Party's non-compliance with the obligations set forth in this Agreement. Except for a breach caused by failure to timely pay project costs, a Breaching Party shall have a cure period ("Cure Period") of thirty (30) calendar days after receipt of the Notice of Breach within which to cure or otherwise comply with those obligations violated and set forth in the Notice of Breach. If the Breaching Party fails to timely cure or otherwise comply with such violated obligations, then, unless the Breaching Party's failure to cure or otherwise timely comply with those obligations violated is due to an event of Force Majeure, the Serving Party may subject to the mediation requirements of Subsection 13.5 below, pursue all remedies available in law, equity, and under this Agreement.

13.5. Mediation. If there is a dispute between the Parties arising out of or related to this Agreement which they cannot resolve, then unless it shall be unreasonable to do so or an emergency or necessity dictates otherwise, prior to commencing any legal action or proceeding, the affected Parties will refer their dispute to non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to all Parties who has experience in mediating disputes of a similar nature. The Parties will use a mediation procedure agreeable to the Parties and the mediator. The Parties will mediate the dispute in good faith, be bound by any resulting mediation agreement, equally share the costs of mediation, and timely pay the same. Mediation will commence within thirty (30) days after the date a Party requests mediation of a dispute, or if the agreed mediator is not available within that time, then at the first opportunity the agreed mediator is available. A Party may not commence litigation of the dispute until (i) the mediator has declared the Parties are at an impasse, or (ii) one or all Parties have terminated the mediation. Among other matters the Parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

13.6 Assignment. No Party may assign this Agreement to a third party unless the other Parties consent in a mutually agreeable written joinder agreement by and among all the Parties and the third-party assignee. All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties to the same extent as if each successor and assign were named as a party hereto.

13.7. Liability and Hold Harmless. Each Party shall to the extent allowed under Section 768.28, Florida Statues, indemnify and hold the other Parties harmless from and against all claims, loss, damage and expense, including without limitation attorneys' fees, costs and

expenses (both trial and appellate), arising from the negligent acts or omissions of the indemnifying Party's officers and employees, related to its performance under this Agreement, provided, however, the indemnifying Party's responsibilities with respect to such liability shall not exceed the limits (the "Liability Limits") of liability stated in section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability or any other legal theory. This section is not intended and does not establish a contractual obligation whereby any Party undertakes responsibility to any other party for any liability in amounts exceeding the Liability Limits under any legal theory, claim, or cause of action. This provision does not constitute a waiver of the Parties' sovereign immunity under Section 768.28, Florida Statute or extend the Parties' liability beyond the limits established in Section 768.28, Florida Statutes.

13.8. Limitations of Liability. IN NO EVENT SHALL A PARTY BE LIABLE TO ANOTHER PARTY 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 A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

13.9. Time of the Essence. Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.

13.10. Applicable Law. This Agreement and the provisions contained herein will be construed, controlled, and interpreted according to the laws of the State of Florida, including all rules relating to permitting, construction, enforcement and conflicts of laws.

13.11. Entire Agreement; Effect on Prior Agreements. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment.

13.12. Venue, Jury Trial; Attorneys' Fees, Costs and Expenses. Venue of all actions will lie in Polk County, Florida. Each Party waives the right to a jury trial. Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to, or resulting from this Agreement, which will include without limitation applicable courts costs, including appellate proceedings.

13.13. Effective Date. This Agreement will become effective on the date (the "Effective Date") by when both parties have approved and executed this Agreement, which shall be inserted in the first paragraph of this Agreement.

13.14. Further Assurances. The Parties shall use all reasonable efforts to provide such information, execute such further instruments and documents, and take such action as may be reasonably requested by the other Party and not inconsistent with the provisions of this Agreement

and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in the Agreement, to carry out the intent of the Agreement.

13.15. Force Majeure. A Party is not responsible for delays resulting from causes reasonably beyond its control, including without limitation fire, explosion, flood, tropical storm, hurricane, war, strike, or riot, provided the nonperforming Party promptly, diligently, and in good faith takes all reasonable action required for it to resume performance of its agreement obligations. An affected Party shall keep the other Party duly notified of the actions required for it to resume its obligations and the time necessary for it to do so.

13.16. Mutual Draftsmanship. The terms and conditions in this Agreement are the product of mutual draftsmanship by the Parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the Parties because of authorship. The Parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each Party, being represented by counsel, is acting to protect its, his, her, or their own interest.

13.17. 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.

SECTION 14. BINDING & ENFORCEABLE AGREEMENT. This Agreement has been duly entered into and delivered by the Parties as of the Effective Date, constitutes a legal, valid and binding obligation of the Parties, fully enforceable in accordance with its terms, except to the extend that the enforceability may be limited by any laws affecting creditor's rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

ATTEST:
STACY M. BUTTERFIELD, Clerk

By:_____
Deputy Clerk

Reviewed as to form and legal sufficiency:

By:_____
County Attorney's Office

POLK COUNTY, a political subdivision of the State of Florida

By:_____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

ATTEST:

By: _____
City Clerk

CITY OF LAKE WALES, FLORIDA

By: _____
_____, Mayor

Reviewed as to form and legal sufficiency

By: _____
Thomas A. Cloud, Special Counsel

EXHIBITS A through H

Exhibit A – Real Property
Exhibit B – Tangible Property
Exhibit C – Easements, Licenses, etc.
Exhibit D – Waverly Service Territory
Exhibit E – Items of Inventory
Exhibit F – Developer Agreements
Exhibit G – Contracts and Leases
Exhibit H – Equipment, Tools, Parts, etc.

Exhibit A – Real Property

1. Waste Water Treatment Facility identified as Parcel ID Number 272909-000000-014020 as further described in that certain Warranty Deed recorded in O.R. Book 2496, at Page 1952 and in that certain Quit Claim Deed recorded in O.R. Book 5180, at Pages 752 and 753, both of the Public Records of Polk County, Florida.

2. Hodge Street Water Plant Facility identified as Parcel ID Number 272909-000000-031040 as further described in those certain Warranty Deeds recorded in O.R. Book 5086, at Pages 1828 through 1830 and in O.R. Book 5216, at Page 405, Public Records of Polk County, Florida.

3. Bus Barn Water Production Facility identified as Parcel ID Number 272916-000000-043020 as further described in that certain Quit Claim Deed recorded in O.R. Book 3391, at Pages 1868 and 1869, Public Records of Polk County, Florida.

Exhibit B – Tangible Property

Exhibit B – Tangible Property

Table 2-3: Water Tangible Asset Details

System Component/Asset	Quantity		Size/Capacity/Description
Treatment			
Wells	2	#	Two (2) at 700 ft deep each
Well pump, motor, pipe, & electric	2	#	
Hypochlorite Tank	720	gal	Two (2) 360 gal each
Corrosion Inhibitor Tank	240	gal	Two (2) at 120 gal each
Hydro-pneumatic Tank	75,000	gal	Two (2) at 60,000 and 15,000 gal each
Ground Storage Tank	155,000	gal	
High Service Pump	50	HP	
Granular Activated Carbon System	1	#	
Distribution			
Mains	77,794	LF	Various 1-inch to 16-inch; PVC, asbestos concrete, galvanized.
Hydrants	11	#	
Meters	719	#	

Source: 2019 ERUSA Master Plan; Polk County 2024 GIS Data

Table 2-4: Wastewater Tangible Asset Details

System Component/Asset	Quantity		Size or Capacity
Treatment			
Flow Meter	2	#	
Digester	7,310	gal	
Digester	29,520	Gal	
Aeration	30,865	Gal	
Clarifier	1	#	7,840 gallons
Chemical Contact Tank	1,300	Gal	
Chemical Contact Tank	5,000	Gal	
Contact Tank	15,852	Gal	
Contact Tank	26,948	Gal	
Collection			
Gravity Mains	17,571	LF	4 to 12 inches
Forcemain	7,404	LF	4 to 8 inches
Inactive Forcemain	13,200	LF	12 inch
Lift Stations	10	#	
Manholes	140		

Source: 2019 ERUSA Master Plan; Polk County 2024 GIS Data

Exhibit C – Easements, Licenses, etc.

1. Easement recorded in O.R. Book 3391, at Pages 1870 through 1872.
2. Polk County Utilities Easement recorded in O.R. Book 8506, at Pages 735 through 738.
3. Utilities and Access Easement recorded in O.R. Book 3108, at Pages 501 through 506.
4. Utility Easement recorded in O.R. Book 13283, at Pages 2071 through 2073.
5. Utility Easement recorded in O.R. Book 5618, at Pages 296 and 297.
6. Utility Easement recorded in O.R. Book 5675, at Pages 509 through 511
7. Utility Easement recorded in O.R. Book 5574, at Pages 1472 through 1473
8. Utility Easement recorded in O.R. Book 5574, at Pages 1470 and 1471.
9. Utility Easement recorded in O.R. Book 5675, at Pages 512 through 514.
10. Utility Easement recorded in O.R. Book 5618, at Pages 215 and 216.
11. Utility Easement recorded in O.R. Book 5574, at Pages 1468 and 1469
12. Utility Easement recorded in O.R. Book 5675, at Pages 506 through 508.
13. Parcel Number 706 as described in that certain Stipulated Order of Taking and Final Judgment recorded in O.R. Book 5811, at Pages 1517 through 1522.
14. Utility Easement recorded in O.R. Book 4648, at Page 314.
15. Easement described in Exhibit "B" of that certain Special Warranty Deed and Grant of Easement recorded in O.R. Book 7615, at Pages 458 through 464.

All recording reference above are to the Public Records of Polk County, Florida.

Exhibit D – Waverly Service Territory

Exhibit E – Items of Inventory

Exhibit E – Items of Inventory

Hodge Street WPF

- Chlorine Tank
- Corrosion Inhibitor Tank
- Generator Fuel Tank

Waverly (i.e. Thompson Nursery Road) WPF

- Chlorine Tank
- Corrosion Inhibitor Tank

Waverly WWTF

- Chlorine Tank
- Generator Fuel Tank

Exhibit F – Developer Agreements

NONE

Exhibit G – Contracts and Leases

Exhibit G – Contracts and Leases

None.

Exhibit H – Equipment, Tools, Parts, etc.

Exhibit H – Equipment and Tools

None.

RESOLUTION 25 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS DETERMINING A SALE OF THE WAVERLY UTILITY SYSTEM TO THE CITY OF LAKE WALES IS IN THE PUBLIC INTEREST AND APPROVING THE SALE IN ACCORDANCE WITH AN AGREEMENT WITH THE CITY OF LAKE WALES

WHEREAS, Polk County (the "County") owns and operates a potable water supply treatment, transmission, and distribution system, and a wastewater collection, transmission, treatment, and disposal system (collectively, the "Waverly Utility System") located within the Waverly area of unincorporated Polk County within the County's East Regional Utility Service Area; and

WHEREAS, the City of Lake Wales (the "City") owns and operates a potable water supply treatment, transmission, and distribution system, and a wastewater collection, transmission, treatment, and disposal system servicing customers within its designated utility service area which adjoins the Waverly Utility System; and

WHEREAS, the Waverly Utility System is effectively an enclave within the City's Utility Service Area and remote from other County water utility infrastructure; and

WHEREAS, the County commissioned and received a system valuation report (the "Raftelis Report") from Raftelis Financial Consultants, Inc. in September 2024 to assist it in determining whether a sale of the Waverly Utility System to the City would be advisable; and

WHEREAS, in 2025 the City commissioned and received a report from its technical advisors which assessed the financial and operational condition of the Waverly Utility System; and

WHEREAS, upon consideration of their respective reports and investigations of the Waverly Utility System, the County and City staffs negotiated a proposed Agreement for Purchase and Sale of Water System and Wastewater System Assets By & Between the City of Lake Wales & Polk County, Florida (the "Sales Agreement"); and

WHEREAS, the County has duly noticed and conducted a public hearing as required by Section 125.3401, Florida Statutes, regarding the proposed sale of the Waverly Utility System to the City in accordance with the Sales Agreement; and

WHEREAS, the Board of County Commissioners has among other matters considered the factors stated in Section 125.3401, Florida Statutes, as stated on the Memorandum from the Utilities Division Director dated December 16, 2025 (the "Memorandum"), which is attached to and made a part of this Resolution as Exhibit "A;" and

WHEREAS, having considered the Section 125.3401 factors, the Memorandum, the Raftelis Report, the proposed Sales Agreement, any public comment, and other competent and substantial evidence produced at the public hearing or previously provided to the Board regarding the Waverly Utility System, the Board has found and determined the matters stated below;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA AT ITS DULY NOTICED REGULAR MEETING CONDUCTED DECEMBER 16, 2025, THAT:

1. The Board accepts and adopts the findings and conclusions stated in the Memorandum.
2. The sale of the Waverly Utility System to the City in accordance with the Sales Agreement is in the public interest.
3. The Memorandum is the County's prepared statement required by Section 125.3401, Florida Statutes, showing that a sale of the system in accordance with the Sales Agreement is in the public interest.
4. The Board approves the sale of the Waverly Utility System in accordance with the Sales Agreement.
5. The County Manager and the Real Estate Services Director are authorized to execute documents on behalf of the County which are necessary to close the transaction in accordance with the Sales Agreement.

ADOPTED THIS 16TH DAY OF DECEMBER 2025.

ATTEST:
STACEY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By: _____
Martha Santiago, Ed. D., Chair

EXHIBIT "A"

MEMORANDUM

TO: Board of County Commissioners

FROM: Tamara Richardson, Utilities Division Director

SUBJECT: Sale of the Waverly Utility System (potable water and wastewater) to the City of Lake Wales

DATE: December 16, 2025

This memorandum summarizes the Utilities Division's assessment of a proposed sale of the Waverly Utility System to the City of Lake Wales ("City") based on the factors which the County is required to consider pursuant to Section 125.3401, Florida Statutes, in determining whether the sale is in the public interest. Section 180.301, Florida Statutes, requires the City to make a similar determination considering these same factors.

The Waverly Utility System consists of a potable water supply, treatment, transmission, and distribution system, and a wastewater collection, transmission, treatment, and disposal system. The system is located within the Waverly area of unincorporated Polk County within the East Regional Utility Service Area. The Waverly area is contiguous with the City's corporate limits. The City owns and operates a potable water supply, treatment, transmission, and distribution system, and a wastewater collection, transmission, treatment, and disposal system servicing customers within its designated utility service area which adjoins the Waverly Utility System. The Waverly System is essentially an enclave within the Lake Wales service area and is remote from other County water utility infrastructure.

The Waverly Utility System assets, customer base, and valuation are fully described in a System Valuation Final Report dated June 17, 2024, prepared by Raftelis Financial Consultants, Inc. (the "Raftelis Report"). Given the Waverly Utility System's small size and proximity to the City, the County and City utility staff have had numerous discussions in recent years about a possible sale of the system to the City. Following release of the Raftelis Report, the City engaged engineers and conducted its own study (the "City Study") of the Waverly Utility System in 2025. Thereafter, the respective staffs negotiated a proposed agreement ("Sales Agreement") for a sale of the system to the City.

As a condition for the proposed sale, the County must hold a public hearing on the matter and determine whether the sale is in the public interest considering at a minimum the nine factors described in Section 125.3401, Florida Statutes. Utilities staff have analyzed these factors and provide the following summary of each:

1. The most recent available income and expense statement for the utility.

   Due to its small customer base and the limited revenue the County receives from providing the water and wastewater services, the County's sale of the Waverly Utility System will not negatively affect

the net income the County receives from providing water utility services throughout its six regional utility service areas. Similarly, acquisition of the system should not negatively impact the City's service to its existing water and wastewater customers.

2. The most recent available balance sheet for the utility, listing assets and liabilities and clearly showing the amount of contributions-in-aid-of-construction and the accumulated depreciation thereon.

   The County does not maintain a separate balance sheet for the Waverly Utility System; the system is part of the County's larger, regional based water utility system created to serve multiple unincorporated areas within Polk County. Specific information regarding the Waverly Utility System, its assets, water and wastewater connections, usage demand, and a normalized pro forma for the Waverly Utility System portion of the County utility system is contained within the Raftelis Report, a copy of which has been provided to the City. Information pertaining to the County's overall financial state is contained in the County's 2024 Consolidated Annual Financial Report. As a public utility, the County does not track the amount of contributions-in-aid-of-construction and the accumulated depreciation thereon.

3. A statement of the existing rate base of the utility for regulatory purposes.

   This item is not applicable as the City and the County do not set rates based on a rate of return applied to a base rate.

4. The physical condition of the utility facilities being purchased or sold.

   Both the Raftelis Report and the City Study found the Waverly Utility System to be in a good to fair condition.

5. The reasonableness of the purchase or sales price and terms.

   Based upon the Raftelis Report valuation of the Waverly Utility System, and the parties' respective duties and obligations described in the Sales Agreement, staff believes the purchase price and terms are reasonable.

6. The impacts of the purchase or sale on utility customers, both positive and negative.

   It is anticipated that impacts to the Waverly Utility System customers will be positive as the system will likely be incorporated into and made part of the City's nearby water and wastewater system, which could provide financial and operational benefits to the customers.

7. Any additional investment required and the ability and willingness of the City to make that investment, whether the purchaser is the county or the entity purchasing the utility from the county.

   By approving the Sales Agreement, staff understands the City is willing and able to undertake responsibility for the continued maintenance and

operation of the Waverly Utility System, to include any additional investments it determines are necessary.

8. The alternatives to the purchase or sale and the potential impact on utility customers if the purchase or sale is not made.

The alternative to the proposed sale is to leave the ownership and operation of the Waverly Utility System with the County. Given the size and location of the system, staff believes the system customers and the City may benefit by the City combining and interconnecting the Waverly Utility System with and into the City water and wastewater systems.

9. The ability of the City to provide and maintain high-quality and cost-effective utility service.

Utilities staff are unaware of any financial or operational concerns that would preclude the City from successful operation of the Waverly Utility System. Staff believe the City is fully capable of providing and maintaining high quality and cost-effective water and wastewater utility services to the Waverly Utility System customers and to the City's existing customers.

Based on the preceding information and analysis, the County Utilities Division staff has concluded that a sale of the Waverly Utility System to the City would be in the public interest.

Polk County

Board of County Commissioners

Agenda Item R.1. 12/16/2025

SUBJECT

Ratification of the BoCC Member and Liaison Assignments, effective December 16, 2025

DESCRIPTION

Following the Board's Annual Organizational Meeting, the Chairman is responsible for the BoCC member and Liaison Assignments for the upcoming year.

RECOMMENDATION

Ratification of the BoCC Member and Liaison Assignments, effective December 16, 2025

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Ana C. Pereira

Executive Assistant to the Board

AnaPereira@PolkFL.gov

BoCC MEMBER & LIAISON ASSIGNMENTS – December 16, 2025

	Becky Troutman	Rick Wilson	Bill Braswell	Martha Santiago	Michael Scott
Affordable Housing Advisory Committee					X
Canvassing Board					X
Canvassing Board Alternate	X				
CareerSource Polk					X
Central Florida Development Council		X			
Central FL Regional Planning Council	X				
Conservation Land Acquisition Selection Advisory Committee		X			
Community Relations Advisory Council				X	
EDC Bartow		X			
EDC Haines City			X		
EDC Lake Wales		X			
EDC Lakeland	X				
EDC Winter Haven				X	
Finance Committee	X	X	X	X	X
George Harris Youth Shelter		X			
Historical Commission			X		
Joint Airport Zoning Board			X		
Lake Wales Ridge Management Advisory Group		X			
Lakeland Area Mass Transit District	X			X	
Legislative Liaison		X	X		
Myregion.org			X		
Polk Regional Water Cooperative	X				
Polk Regional Water Coop - Alternate		X			
Polk Arts Alliance				X	
Polk Transit Authority	X		X		X
Polk Vision				X	
Public Safety Coordinating Council					X
Toho Water Authority	X				
Tourist Development Council				X	
Transportation Planning Organization	X	X	X	X	X
Value Adjustment Board Chairman					X
Value Adjustment Board Member			X		
Water Cooperative of Central Florida					X

Polk County

Board of County Commissioners

Agenda Item R.2. 12/16/2025

SUBJECT

Report 2025-16 Roads and Drainage Contractor Invoices audit

DESCRIPTION

Accept Report 2025-16 Roads and Drainage Contractor Invoices audit

RECOMMENDATION

Approval

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Lita J. McHugh, CPA, CIG, CIGI
Inspector General
Office of Stacy M. Butterfield, CPA
Polk County Clerk of the Circuit Court & Comptroller
(863) 534-7735 | LitaMcHugh@polk-county.net <mailto:LitaMcHugh@polk-county.net>

Report # 2025-16
Roads & Drainage Contractor Invoices
Audit #2025-07

Department of Inspector General
Stacy M. Butterfield, CPA
Clerk of the Circuit Court and Comptroller

Lita J. McHugh, CPA, CIG, CIGI
Inspector General

Auditor Assigned:
Melinda Medina, CGAP

An Accredited Office of
Inspector General

Stacy M. Butterfield, CPA

Clerk of the Circuit Court and Comptroller
Polk County, Florida

December 16, 2025

INSPECTOR GENERAL AUDIT REPORT

Report #2025-16: 2025-07 Roads & Drainage Contractor Invoices

The Honorable Board of County Commissioners

We have conducted an audit of 2025-07 Roads & Drainage Contractor Invoices for May 2024 through April 2025.

Our audit objectives were to determine the adequacy of processes and controls over the review of Roads & Drainage contractor payment requests, and the division's compliance with Chapter 218, Part VII Local Government Prompt Payment Act, Florida Statute.

We appreciate the cooperation and assistance provided by the Roads & Drainage Division during the course of our audit.

We hope you find this report useful in ensuring that Polk County government provides the best possible services to our residents.

Respectfully submitted,

_____

Lita McHugh, CPA, CIG, CIGI
Inspector General

Approved:

_____

Stacy M. Butterfield, CPA
Clerk of the Circuit Court and County Comptroller

Background

The Roads and Drainage Division (the Division) is part of the growth and infrastructure service area of the Board of County Commissioners. The Division's focus is on improving transportation mobility by constructing and maintaining roads, intersections, bridges, traffic signals, signs, and striping. These projects are accomplished through the capital improvement program, otherwise known as the community investment program.

Construction bids, depending on the price, are awarded through board approved contracts or by the authority vested in the Procurement Director. Board approved contracts may require construction, engineering, and inspection services from an external professional consultant.

This audit focused on the Division's processes over payment requests for construction services, and their compliance with Chapter 218, Part VII Local Government Prompt Payment Act, Florida Statute (the Act). Section 218.735, Fla. Stat., details the timely payment for purchases of construction services defined as labor, services, and materials in connection with the construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

The Act requires local government to pay contractors within 25 business days of receipt of a payment request that was reviewed and approved by an agent acting on behalf of the local government. Contractors that submit their payment requests directly to the Roads and Drainage project manager must be paid within 20 business days of the receipt. If specific requirements are not met, then written rejection must be provided to the contractor within 20 business days of receipt. Corrected payment requests, reviewed and approved by the project manager, are to be paid within 10 business days.

Scope and Methodology

The scope of our audit included:

- Review of Chapter 218, Part VII Local Government Prompt Payment Act, Fla. Stat.
- Interviews with Roads & Drainage Division personnel
- Interviews with Accounts Payable Division personnel
- Evaluation of procedures, policies and controls over payment requests
- Testing a random sample of payment requests
- Review of relevant awarded contracts and bids
- Review of relevant project correspondence

Our audit objectives were to:

- Determine Road & Drainage's processes and internal controls over the review and approval or rejection of contractor payment requests.
- Determine compliance with the Chapter 218, Part VII Local Government Prompt Payment Act, Florida Statute.

Testing was performed on activities between May 2024 through April 2025, but the transactions and processes reviewed were not limited by the audit period.

Our audit was conducted 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 auditing procedures as we considered necessary in the circumstances.

Results

Overall, we found contractor payment requests are thoroughly reviewed by the staff at Roads and Drainage. Payment requests are reviewed and approved by the assigned inspector, project manager, and section manager. The last review at Roads and Drainage is performed by the division fiscal coordinator to ensure that the contracted rate schedule is used in the calculations on the payment request. Questions or concerns are presented to the project manager to communicate to the contractor.

We observed opportunities to improve the Division's compliance with Chapter 218, Part VII Local Government Prompt Payment Act, Florida Statute.

Observation #1 – Contractor payment requests were not date stamped upon receipt.

Roads and Drainage project managers receive over 90% of payment applications and invoices via email. Of the 77 payment applications and invoices reviewed, 55 of them were not date stamped upon receipt by the project manager.

Section 218.735, Fla. Stat. states the local government entity shall identify the agent or employee to which the contractor may submit its payment request or invoice. It further states that the submission of a payment request or invoice to the identified agent or employee commences the time period for payment or rejection of the payment request.

We recommend Roads and Drainage implement procedures for project managers to date stamp the receipt of payment requests.

Management response and action plan:

To enhance invoice tracking and strengthen compliance, management has established a dedicated email address for invoice submissions and implemented a centralized tracking spreadsheet. These measures improve accountability and ensure timely processing.

Person responsible: Gloria Reyes
Target date: December 2025

Observation #2 – Contractor payment requests were not processed timely.

Roads and Drainage's process over payment requests includes review and approval by the assigned inspector, project manager, and section manager prior to forwarding it to the division's administrative services section. Payment requests rejected at any point in the process are returned to the project manager. Project managers notify contractors of the rejection and the corrections required.

Roads and Drainage rejected a final payment application approximately two months after it was received. The corrected payment application was submitted to Accounts Payable approximately two months after it was submitted to the project manager. Accounts Payable rejected the payment application pending original documentation with wet signatures, and a recorded change order.

Section 218.735(2), Fla. Stat. states payment requests and invoices that do not meet contract requirements must be rejected, in writing and specify deficiencies, within twenty business days after it was stamped as received.

We recommend Roads and Drainage implement procedures to monitor the status of payment requests throughout the review and approval process to ensure compliance with the Local Government Prompt Payment Act.

Management response and action plan:

Management acknowledges the two month delay. The employee responsible is no longer employed with the County.

Management acknowledges the findings. Corrective action has been taken, and expectations regarding timely invoice processing have been reiterated to staff.

Person responsible: Doug Gable
Target date: January 2026

Observation #3 – Time sensitive tasks were not followed up with status updates.

The Florida Statute requirement for the timely payment of construction services warrants that project managers follow up on time sensitive tasks.

Roads and Drainage became aware of an incomplete project requisition five months after it was initially requested. This resulted in the completion of the purchase order and submission of the payment request to Accounts Payable after the date it should have been paid.

A project manager provided timely communication to the contractor in June 2024, of a rejected payment request due to a failed inspection. According to the project manager, there was no follow-up correspondence on the status of the correction. The payment request was submitted to Accounts Payable in April 2025, shortly after the inspector orally informed the project manager of the project's passed inspection.

Roads and Drainage requested that a payment request, which had already been received by the project manager, be split between the county and the school board. The contractor requested specific information in order to split the invoice. Approximately seven weeks later, the project manager requested the split invoices be issued to the county.

We recommend Roads and Drainage staff implement procedures to ensure follow-up correspondence and completion of pending tasks.

Management response and action plan:

Management acknowledges the findings. Corrective action has been taken, and expectations regarding timely invoice processing have been reiterated to staff.

Person responsible: Doug Gable
Target date: January 2026

Polk County

Board of County Commissioners

Agenda Item R.3. 12/16/2025

SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2231.

DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2231 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 2231.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Alison Brown
alisonbrown@polk-county.net <mailto:alisonholland@polk-county.net>

BLANKET PROPERTY REMOVAL FORM # 2231

To: Board of County Commissioners, Polk County, Florida
From: Clerk and Auditor, Polk County, Florida
It is requested that the listed property be removed from inventory.

Submitted By: _____
Fixed Asset Accounting Office of Clerk Auditor

Approved By _____
Chairman of the Board of County Commissioners

BoCC Approval Date: 12/16/2025

Property # **57831** ***Asset #*** **102344**
Item: WORKSTATION, COMPUTER — HP — SB Z4 G4 19
Serial # MXL0431S72 — ***Date Rec'd.*** 11/8/2020 — ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60004** ***Asset #*** **104015**
Item: COMPUTER, LAPTOP — HP — ELITEBOOK 850
Serial # 5CG21116TD — ***Date Rec'd.*** 4/7/2022 — ***Cost*** $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60012** ***Asset #*** **104023**
Item: COMPUTER, LAPTOP — HP — ELITEBOOK 850
Serial # 5CG21115JZ — ***Date Rec'd.*** 4/7/2022 — ***Cost*** $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60060** ***Asset #*** **104071**
Item: COMPUTER, LAPTOP — HP — ELITEBOOK 850
Serial # 5CG21115HY — ***Date Rec'd.*** 4/7/2022 — ***Cost*** $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60088** ***Asset #*** **104099**
Item: COMPUTER, LAPTOP — HP — ELITEBOOK 850
Serial # 5CG21115WD — ***Date Rec'd.*** 4/7/2022 — ***Cost*** $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60092** ***Asset #*** **104103**
Item: COMPUTER, LAPTOP — HP — ELITEBOOK 850
Serial # 5CG211174N — ***Date Rec'd.*** 4/7/2022 — ***Cost*** $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **61423** ***Asset #*** **108114**
Item: FATPIPE — FATPIPE — MPVPN 5GB
Serial # FMPVD2001101810 — ***Date Rec'd.*** 3/27/2024 — ***Cost*** $18,315.70
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **61424** ***Asset #*** **108115**
Item: FATPIPE — FATPIPE — MPVPN 5GB
Serial # FMPVD2001101809 — ***Date Rec'd.*** 3/27/2024 — ***Cost*** $22,808.75
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002120476** ***Asset #*** **51622**
Item: PUMP, DIAPHRAGM — THOMPSON
Serial # 4DDL-500 — ***Date Rec'd.*** 4/17/1996 — ***Cost*** $6,355.00
Reason for Request: DISPOSED OF PRIOR TO BOCC APPROVAL

Property # **51949** ***Asset #*** **70461**
Item: MONITOR, FETAL — COROMETRICS — 171
Serial # 14000703 — ***Date Rec'd.*** 8/10/2009 — ***Cost*** $4,995.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **54705** ***Asset #*** **89347**
Item: MONITOR, FETAL WALLACH EMR TWINS
Serial # 1840013 ***Date Rec'd.*** 11/25/2014 ***Cost*** $3,591.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **54706** ***Asset #*** **89348**
Item: MONITOR, FETAL WALLACH EMR TWINS
Serial # 1840036 ***Date Rec'd.*** 11/25/2014 ***Cost*** $3,591.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

(12 detail records) **$66,531.45**

Polk County

Board of County Commissioners

Agenda Item R.4. 12/16/2025

SUBJECT

Approve Amendment No. 1 to Professional Services Agreement #2025-061 with Arrow Group Consulting, LLC for lobbying services for fiscal year 2025-2026. (No fiscal impact)

DESCRIPTION

Since 2006, Polk County has partnered with Arrow Group Consulting, LLC (formally Anfield Consulting, Inc.) to satisfy a wide variety of advocacy needs for Polk County. Arrow has assisted with a number of Polk County issues over the years and have yielded significant appropriations in capital investments among other areas of local government.

The most recent Agreement was approved by the Board on September 16, 2025, for lobbying services for fiscal year 2025-2026. Amendment No. 1 to this Agreement will continue our partnership with the Arrow Group as they assist Polk County with lobbying services for all relevant issues before the State Legislature and the Executive Branch. As part of the of the original agreement, the firms Capital City Consulting (CCC) and The Vogel Group assist the Arrow Group and operate as sub-consultants.

In effort to increase overall efficiency for each lobbying firm, Polk will enter into separate agreements with each firm. All three firms will continue to be retained and will continue to advance Polk County's agenda in upcoming legislative sessions. Therefore, Amendment No. 1 will eliminate CCC and The Vogel Group as sub-consultants to the original contract and thus reduce the compensation rate from $240,000 annually, or $20,000 a month, to $7,500 a month (Arrow's current amount of the $20,000 a month payment). The overall compensation rate will remain the same yet be paid directly to each firm through separate Agreements. Amendment No. 1 will revise the term of the Agreement beginning January 1, 2026 through September 30, 2026.

RECOMMENDATION

Request Board approve Approve Amendment No. 1 to Professional Services Agreement #2025-061 with Arrow Group Consulting, LLC. for lobbying services for fiscal year 2025-2026, reduce the annual payment from $240,000 to a one-time expense of $67,500 and to take effect on January 1, 2026 through September 30, 2026.

FISCAL IMPACT

Funds are budgeted and available in the Utilities and General funds.

CONTACT INFORMATION

Polk County, County Manager’s Office
John M. Bohde
Deputy County Manager
(863) 534-6031

Amendment No. 1 to Professional Services Agreement #2025-061

This Amendment No. 1 ("Amendment") to Professional Services Agreement #2025-061 is made and entered into, effective as of the date last executed below ("Effective Date"), by and between Polk County, a political subdivision of the State of Florida, with administrative offices located at 330 W. Church Street, Bartow, Florida 33830 ("County"), and Arrow Group Consulting, LLC, a Florida limited liability company ("Arrow").

Witnesseth Recitals.

WHEREAS, the County and Arrow entered into the Professional Services Agreement #2025-061 dated September 16, 2025 (the "Agreement"), pursuant to which Arrow to provide professional services in the form of lobbying services for fiscal year 2025-2026; and

WHEREAS, Arrow identified Capital City Consulting, LLC and The Vogel Group, LLC as consulting entities assisting Arrow in providing the lobbying services contemplated by the Agreement; and

WHEREAS, Arrow and the consulting entities prefer to each have individual professional services agreements with the County;

WHEREAS, the compensation will be adjusted to reflect the specific allocations to Arrow and the consulting entities;

NOW, THEREFORE, the County and Arrow agree as follows:

1. Incorporation of Recitals

The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Amendment as if fully set forth herein.

2. Amendment to Assisting Entities

In Section (1), the sentence reading "For the purposes of this Agreement, ARROW shall be assisted by Capital City Consulting, LLC and The Vogel Group, LLC, both limited liability corporations registered in the State of Florida." is hereby deleted in its entirety. For the avoidance of doubt, neither Capital City Consulting, LLC nor The Vogel Group, LLC, shall provide services under the Agreement as of the Effective Date of this Amendment.

3. Amendment to Term and Compensation

Section (4) of the Agreement is amended such that beginning January 1, 2026, the County will pay Arrow $7,500.00 per month for the remainder of the agreement term.

4. No Other Changes

Except as expressly amended hereby, all terms, conditions, covenants, and provisions of the Agreement remain in full force and effect. This Amendment does not modify the scope of services, compensation, term, or any other provision of the Agreement unless expressly stated herein.

5. Conflict; Construction

In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and control. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

6. Representations

Each Party represents and warrants that it has full power and authority to enter into this Amendment, that the person executing this Amendment on its behalf is duly authorized to do so, and that this Amendment constitutes a valid and binding obligation of such Party, enforceable in accordance with its terms.

7. Governing Law

This Amendment is executed in the State of Florida and shall be construed, interpreted, and governed by the laws of such state, and by all applicated laws of the United States of America.

8. Counterparts; Electronic Signatures

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by portable document format (PDF) shall be deemed original signatures for all purposes.

9. Effective Date

This Amendment shall be effective January 1, 2026.

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

County:
Polk County, a political subdivision of the State of Florida
By: _____
Name: _____
Title: _____
Date: _____

_____

Consultant:
Arrow Group Consulting, LLC, a Florida limited liability company

By: _____

Name: Albert Balido

Title: President

Date: 12/4/2025

Polk County

Board of County Commissioners

Agenda Item R.5. 12/16/2025

SUBJECT

Approve an Agreement with Capital City Consulting, LLC for lobbying services for fiscal year 2025-2026. ($67,500 one-time expense)

DESCRIPTION

Since 2019, Capital City Consulting, LLC (CCC) has assisted Arrow Group Consulting, LLC (formally Anfield Consulting, Inc.) to satisfy a wide variety of advocacy needs for Polk County. CCC includes former agency heads and legislative committee professionals that have enhanced the ability of the team to advocate for, and respond to, policy issues. In consultation with the Arrow Group, CCC has yielded significant appropriations in capital investments for Polk County. In 2024, The Vogel Group (now Ballard Partners, Inc.) was brought on to assist Arrow Group and CCC.

In an effort to increase overall efficiency for the Arrow Group, CCC and Ballard Partners, Inc., Polk will enter into separate agreements with each firm. All three firms will continue to be retained and will continue to advance Polk County's agenda in upcoming legislative sessions. Amendment No. 1 to the Arrow Group Agreement will eliminate CCC and The Vogel Group. Under that Agreement, CCC was compensated at a rate of $7,500 a month as part of the $240,000 annual payment to the Arrow Group, or $20,000 a month. Under this new Agreement with CCC, the rate of $7,500 ($67,500 for nine months) for CCC will remain the same and be paid directly to CCC from Polk County. The term of this new Agreement with CCC is for nine months from January 1, 2026 through September 30, 2026.

RECOMMENDATION

Request Board approve Agreement for Professional Services with Capital City Consulting, LLC for lobbying services for fiscal year 2025-2026 for a one-time expense of $67,500 and to take effect on January 1, 2026 through September 30, 2026.

FISCAL IMPACT

Funds are budgeted and available in the Utilities and General funds.

CONTACT INFORMATION

Polk County, County Manager's Office
John M. Bohde

Deputy County Manager
(863) 534-6031

November 25, 2025

John Bohde
Deputy County Manager
Polk County Board of County Commissioners
330 W. Church Street
Bartow, FL 33830

Re: Lobbyist/Consultant Agreement

Dear Mr. Bohde:

Capital City Consulting, LLC, (hereinafter "CCC") welcomes the opportunity to represent Polk County, a political subdivision of the State of Florida (hereinafter "Polk County") as consultants/lobbyists before Florida's legislative and executive branches. Given our government affairs experience, we believe we are well equipped to enhance your efforts in Tallahassee. This letter of agreement is intended to set forth our understanding as to the nature, scope and terms of professional consulting services CCC has agreed to provide to Polk County.

SCOPE OF SERVICES. CCC agrees to represent Polk County during legislative sessions and committee weeks to monitor all actions of the legislative and executive branches that could impact Polk County. In addition, CCC agrees to lobby all branches of government to assist Polk County in securing appropriations for local projects.

TERM. The term of this relationship shall begin on January 1, 2026, and continue until September 30, 2026.

FEES. CCC will provide the above referenced professional services for monthly fee of $7,500. In addition to our fee for services. CCC may charge separately for out-of-pocket expenses such as travel required in your representation and lobbyist registration, CCC will discuss such expenditures with Polk County and receive prior authorization from the County Manager for Polk County before incurring them.

CONFIDENTIALITY. CCC will treat any and all information, communications, or materials of Polk County as confidential and will not disclose or divulge same unless otherwise directed or authorized by Polk County or ordered to do so by a court of competent jurisdiction.

REPORTING. CCC will monitor all relevant actions of the Legislature and provide oral and written reports. CCC will be available to meet or discuss the status of any activities undertaken on behalf of

Polk County. At mutually convenient times, CCC will schedule periodic meetings or conference calls at Polk County's direction to review progress of any given task or project. CCC members will be continuously available by telephone, email and cell phone to serve your communication needs.

INDEPENDENT CONTRACTOR. CCC and its employees, independent contractors and agents are independent contractors in the rendition of the services under this agreement and shall not hold itself out nor permit its employees, independent contractors or agents to hold themselves out, nor claim to be officers or employees of Polk County.

ETHICAL AND LEGAL CONSIDERATIONS. CCC agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of Polk County under this agreement. In accordance with Florida reporting obligations required of lobbying firms, the firm must report percentages of this fee allocated to the legislative and executive branch services. Based on our previous experience and the nature of your issues, we project the work to be allocated 25% toward executive branch lobbying efforts and 75% toward legislative.

PUBLIC RECORDS. As a vendor to a government entity, CCC is mindful of the obligations of Chapter 119, Florida Statutes ("Public Records Law"). At times, CCC can be called upon to assist Polk County in fulfilling its obligations under the Public Records Law. In that event, CCC will separately charge the Polk County for CCC's costs in complying with such a request, including any out-of-pocket costs incurred by CCC's counsel or technology vendor. Polk County agrees to pay CCC for those additional items, should CCC be called upon to assist Polk County in complying with requests under the Public Records Law.

CONFLICTS OF INTEREST. CCC does not foresee any potential conflicts of interest with current clients. However, in the event that a conflict does occur with a future client, CCC agrees to disclose the conflict to both parties as soon as practical. CCC will attempt to resolve such conflict to the satisfaction of both parties. If a resolution agreeable to both parties is not achievable, then CCC must resolve the conflict in favor of any client represented prior to Polk County's initial retention of CCC.

ISSUANCE OF PAYMENTS AND NOTICE: Polk County can remit payment by check or wire. Checks should be made payable to "Capital City Consulting, LLC", and sent to Capital City Consulting, LLC at 124 W. Jefferson St., Tallahassee, Florida 32301. All written notices from Polk County to CCC shall also be sent to this address. Wire payment information will be provided at the bottom of all invoices.

Notices shall be provided to **Polk County** through direct mail at:
County Manager
P.O. Box 9005
Bartow, Florida 33831-9005

Billing online shall be directed to **Polk County** via email to the following authorized accounting representative at the following email address: **billbeasley@polkfl.gov**

GENERAL PROVISIONS: CCC acknowledges and agrees to the Polk County General Terms and Conditions attached hereto as exhibit "A."

MISCELLANEOUS PROVISIONS. This agreement constitutes the entire understanding and agreement of the parties hereto. It supersedes all prior negotiations, discussions, correspondence, communications, understandings, and agreements between the parties relating to the subject matter of this agreement. If any portion of this agreement is found to be invalid or unenforceable, all other terms,

provisions and covenants shall remain in full force and effect. Any amendment hereto must be in writing and signed by the parties. Although multiple members of our firm, including myself (Chris Schoonover), are Florida licensed attorneys, this representation is not for legal services.

Chris Schoonover will have primary responsibility for this engagement.

If you agree with the terms contained in this letter of agreement, please sign and date this document and return it to our office. We appreciate your business and look forward to serving you.

Sincerely,

Christopher Schoonover

I agree with the terms of this letter contract on behalf of the Polk County Board of County Commissioners.

Signed on this _____ day of _____ 20_____.

_____ _____

Signature Title

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 Christopher Schoonover, Partner (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.

Capital City Consulting, LLC
NONGOVERNMENTAL ENTITY

SIGNATURE

Christopher Schoonover
PRINT NAME

Partner
TITLE

12/08/2025
DATE

Exhibit "A"
Polk County General Terms and Conditions

For purpose of these general terms, the person or entity entering into the contract with Polk County, Florida, a political subdivision of the State of Florida shall be referenced as "Contractor" and by entering into an agreement with Polk County, the Contractor agrees to these general terms.

I. **Sovereign Immunity**. Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of POLK COUNTY'S sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

II. Certification of Non-Scrutinized Company

A. Contractor hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

(i) The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.

(ii) Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars ($1,000,000), then the Contractor further certifies to the County as follows:

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

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

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

(d) the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.

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

(iv) The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:

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

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

(v) The undersigned is duly authorized to execute this Certification by and on behalf of the

Contractor.

III. PUBLIC MEETINGS AND RECORDS.

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

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

(i).keep and maintain public records required by the COUNTY to perform the services required under this Contract;

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

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

(iv).upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of this Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

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

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

IV. 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.

V. <u>Annual Appropriations</u>

Contractor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the Commission may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Commission may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Commission's performance and obligation to pay the Contractor under this Agreement is contingent upon annual appropriations being made by the County for that purpose.

VI. <u>Non-Discrimination</u>

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

VII. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor 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 Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

VIII. Public Entity Crimes

The Contractor understands and acknowledges that this Agreement with the County will be voidable by the County, in the event the condition under Section 287.133, Florida Statutes applies to the Contractor, relating to conviction for a public entity crime.

Polk County

Board of County Commissioners

Agenda Item R.6. 12/16/2025

SUBJECT

Approve an Agreement with Ballard Partners, Inc. for lobbying services for fiscal year 2025-2026. ($45,000 one-time expense)

DESCRIPTION

Since 2024, Ballard Partners, Inc. (previously The Vogel Group) has assisted Arrow Group Consulting, LLC (formally Anfield Consulting, Inc.) to satisfy a wide variety of advocacy needs for Polk County. Ballard Partners includes former agency heads and legislative committee professionals that have enhanced the ability of the team to advocate for, and respond to, policy issues. In consultation with the Arrow Group, Ballard Partners has yielded significant appropriations in capital investments for Polk County.

In an effort to increase overall efficiency for the Arrow Group, Capital City Consulting, LLC (CCC) and Ballard Partners, Inc., Polk will enter into separate agreements with each firm. All three firms will continue to be retained and will continue to advance Polk County's agenda in upcoming legislative sessions. Amendment No. 1 to the Arrow Group Agreement will eliminate CCC and The Vogel Group (now Ballard Partners, Inc.). Under that Agreement, The Vogel Group was compensated at a rate of $5,000 a month as part of the $240,000 annual payment to the Arrow Group, or $20,000 a month. Under this new Agreement with Ballard Partners, the rate of $5,000 a month ($45,000 for nine months) will remain the same and be paid directly to Ballard Partners from Polk County. The term of this new Agreement with Ballard Partners is for nine months from January 1, 2026 through September 30, 2026.

RECOMMENDATION

Request Board approve Agreement for Professional Services with Ballard Partners, Inc. for lobbying services for fiscal year 2025-2026 for a one-time expense of $45,000 and to take effect on January 1, 2026 through September 30, 2026.

FISCAL IMPACT

Funds are budgeted and available in the Utilities and General funds.

CONTACT INFORMATION

Polk County, County Manager's Office

John M. Bohde
Deputy County Manager
(863) 534-6031

CONTRACT FOR SERVICES

This contract is entered into between Polk County, a political subdivision of the State of Florida ("the Client"), 330 W. Church Street, Bartow, FL 33830, and Ballard Partners, Inc. ("the Firm"), 201 East Park Avenue, 5th Floor, Tallahassee, FL 32301.

Recitals

Whereas, the Client wishes to retain the services of the Firm in order that the Firm may represent the Client's interests before the Florida Legislature and executive agencies; and

Whereas, the Firm wishes to provide such representation as the Client may from time to time require; and

Whereas, the parties have agreed to the terms under which the Firm will represent the Client and wish to memorialize their agreement in writing.

Now, therefore, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Term of Agreement. This agreement shall become effective on January 1, 2026, and shall remain effective until September 30, 2026 ("Initial Term").

2. Duties of The Firm. It shall be the Firm's duty to advocate the interests of the Client before the Florida Legislature and executive agencies of Florida government. Included within the scope of the Firm's duties is the advocacy for passage or defeat of legislation that is relevant to the Client. It shall further be the Firm's duty to inform the Client of developments in legislation and policy relevant to the Client's operations.

3. Duties of The Client. It shall be the Client's duty to inform the Firm of its wishes with regard to legislative and executive advocacy and to provide the Firm the information necessary to best represent the Client in Florida. It shall also be the Client's duty to timely compensate the Firm for its services.

4. Compensation. The Firm shall receive from the Client a monthly fee of $5,000 for the Firm's services under this agreement, plus the reasonable out-of-pocket costs associated with the representation, including but not limited to, lobbyist registration fees, excluding costs typically associated with the operation of an office, such as overhead, staff, and equipment. The Firm will discuss additional expenditures with the Client and receive prior authorization from the County Manager for Polk County before incurring them. The fee shall be paid monthly beginning January 1, 2026; and continuing to be due within thirty (30) days of receipt of an invoice from the Firm until the termination of the agreement. The Firm will bill its costs monthly.

5. Independent Contractor**.** The Firm and its employees, independent contractors and agents, are independent contractors in the rendition of the services under this agreement and shall not hold itself out nor permit its employees, independent contractors or agents to hold themselves out, nor claim to be officers or employees of Polk County.

6. Confidentiality**.** The Firm will treat any and all information, communications, or materials of the Client as confidential and will not disclose or divulge same unless otherwise directed or authorized by the Client or ordered to do so by a court of competent jurisdiction.

7. Ethical and Legal Considerations. The Firm agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of the Client under this agreement.

Issuance of Payments and Notice: The Client can remit payment by check or wire. Checks should be made payable to "Ballard Partners, Inc", and sent to

Accounts Receivable
201 East Park Avenue, 5th Floor
Tallahassee, FL 30301

8. All written notices from the Client to Firm shall also be sent to this address. Wire payment information will be provided at the bottom of all invoices.

Notices shall be provided to the Client through direct mail at:
County Manager
P.O. Box 9005
Bartow, Florida 33831-9005

Billing online shall be directed to the Client via email to the following authorized accounting representative at the following email address: **billbeasley@polkfl.gov**

9. General Provisions. The Firm acknowledges and agrees to the Polk County General Terms and Conditions attached hereto as exhibit "A."

10. Staffing: Primary responsibility for this engagement will initially be assumed by Andrew Liebert.

11. Miscellaneous Provisions. This agreement constitutes the entire understanding and agreement of the parties hereto. It supersedes all prior negotiations, discussions, correspondence, communications, understandings, and agreements between the parties relating to the subject matter of this agreement. If any portion of this agreement is found to be invalid or unenforceable, all other terms, provisions and covenants shall remain in full force and effect. Any amendment hereto must be in writing and signed by the parties

POLK COUNTY, a political subdivision of State of Florida	**BALLARD PARTNERS, INC.**
_____	_____
By: Martha Santiago, Ed. D.	By: Brian D. Ballard
Title: Chairman	Title: President
Date:_____	Date:_____

Polk County

Board of County Commissioners

Agenda Item R.7. 12/16/2025

SUBJECT

SET HEARING: (LDCD-2025-10 Poinciana Bayberry St Sub-District) to consider the adoption of a Sub-District to change 72.27 +/- acres from (INST-1) to Institutional (INST-2) in the Utility Enclave Area (UEA). The suggested adoption hearing date is January 6, 2026, at 9:15 a.m

DESCRIPTION

This is an applicant-initiated request for property located South of Bayberry Street, west of Lake Hatchineha, north of County Road 542 (Lake Hatchineha Road), east of Marigold Avenue, and east of Haines City, in Section 20, Township 26, Range 27. State law requires one Planning Commission hearing, which was held December 3, 2025, with a recommendation of approval by a 7-0 vote.

RECOMMENDATION

Request Board set the adoption hearing date for January 6, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan Sims, MPA, Planner II
Land Development Division
863-534-7515
JohnathanSims@PolkFL.gov

Polk County

Board of County Commissioners

Agenda Item R.8. 12/16/2025

SUBJECT

SET HEARING: (LDCPAS-2025-30 Lake Gibson Estates CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Residential Low (RL-3) to Residential Medium (RM) on 2.51 +/- acres in the Urban Growth Area (UGA). This case is related to LDCT-2025-21. The suggested adoption hearing date is January 20, 2026, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located South of Marcum Road, west of Pearce Road, north of Daughtery Road, east of US Highway 98, and east of Lakeland, in Section 24, Township 27, Range 23. State law requires one Planning Commission hearing, which was held December 3, 2025, with a recommendation of approval by a 7-0 vote.

RECOMMENDATION

Request Board set the adoption hearing date for December 16, 2025, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan Sims, MPA, Planner II
Land Development Division
863-534-7515
JohnathanSims@PolkFL.gov

Polk County

Board of County Commissioners

Agenda Item R.9. 12/16/2025

SUBJECT

SET HEARING: (LDCT-2025-21 Lake Gibson Estates LDC Text) to add development conditions in Appendix E, Section E105 and add policies in Section 2.135 in the Comprehensive The suggested hearing dates are for the first reading on January 6, 2026, at 9:15 a.m. and the adoption hearing date on January 20, 2026, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for an LDC text amendment to add development conditions in Appendix E, Section E105. This will add policies in Section 2.135 in the Comprehensive Plan to reference that this property has development restrictions in the LDC. **This case is related to LDCPAS-2025-30** which is a Future Land Use Designation to change Residential Low (RL) to Residential Medium (RM). Use. State law requires one Planning Commission hearing, which was held on December 3, 2025, with a recommendation for approval by a 7-0 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.

RECOMMENDATION

Request Board set for the first reading on January 6, 2026, at 9:15 a.m., and the adoption hearing date on January 20, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan Sims, MPA, Planner II
Land Development Division
863-534-7515
JohnathanSims@polk-county.net

Polk County

Board of County Commissioners

Agenda Item R.10. 12/16/2025

SUBJECT

SET HEARING: (LDCT-2025-23 Alcohol Separation Requirements & Hours LDC Text) to amend Chapter 2, Section 224, Alcohol Sales and Chapter 10 to add definitions. The suggested hearing dates are for the first reading on January 6, 2026, at 9:15 a.m. and the adoption hearing date on January 20, 2026, at 9:15 a.m.

DESCRIPTION

This is a County-initiated request for an LDC text amendment to amend Chapter 2, Section 224, Alcohol Sales to amend separation distance measurements from property/lease line to shortest legal pedestrian route; to reduce distance separations for 1COP, 2COP, 4COP, and 3PS licenses; and to allow package sales on Sundays and adjust COP Sunday hours; amending Chapter 10 to add definitions as needed. State law requires one Planning Commission hearing, which was held on December 3, 2025, with a recommendation for approval by a 7-0 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.

RECOMMENDATION

Request Board set for the first reading on January 6, 2026, at 9:15 a.m., and the adoption hearing date on January 20, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Andrew Grohowski, Planner II
Land Development Division
863-534-6412
AndrewGrohowski@PolkFL.gov

Agenda Item R.11. 12/16/2025

SUBJECT

SET HEARING: (LDCT-2025-24 Powerline Landscaping Buffer) to amend Chapter 3, Section 303, Solar Electric-Power Generation Facility and Chapter 7, Section 720, Landscaping and Buffering. The suggested hearing dates are for the first reading on January 6, 2026, at 9:15 a.m. and the adoption hearing date on January 20, 2026, at 9:15 a.m.

DESCRIPTION

This is a County-initiated request for an LDC text amendment to Chapter 3, Section 303, Solar Electric-Power Generation Facility, to modify landscaping requirements; amending Chapter 7, Section 720, Landscaping and Buffering, to include a Utility Buffer. State law requires one Planning Commission hearing, which was held on December 3, 2025, with a recommendation for approval by a 7-0 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.

RECOMMENDATION

Request Board set for the first reading on January 6, 2026, at 9:15 a.m., and the adoption hearing date on January 20, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Kyle Rogus, Planner II
Land Development Division
(863) 534-7553
kylerogus@PolkFL.gov

Agenda Item R.12. 12/16/2025

SUBJECT

SET HEARING: (LDPD-2025-9/DeNovo; The Highlands Club PD) This is a request appealing the decision of the Planning Commission to approve a Planned Development for 747 single-family homes. The suggested hearing dates are for the first reading on January 6, 2026, at 9:15 a.m.

DESCRIPTION

This is a request from Barbara Andrews, area property owner, which is appealing the Planning Commission's 6:1 decision on November 5, 2025, to approve. This case is a request for a Planned Development approval for 747 single-family homes on 50' and 130' wide lots on approximately 300 +/- acres in the Residential Low-1 (RL-1) and Residential Low-2 (RL-2) future land use designation located within the Urban Growth Area (UGA) and Transit Supportive Development Area (TSDA). The subject property is located west of US Highway 98, south of Crews Lake Drive, west of Yarborough Lane, south of County Road 540-A, east of McCall Road and northwest of the City of Bartow in Sections 22 & 27, Township 29, Range 24. Lakeland Farms Inc., Suzanne M. Ellsworth, Suz Investment Corporation & Michellesworth, Inc., Taramor Properties, Inc., William & Grey, Inc. and Wogan S. Badcock, III & Michelle E. Badcock, are said owners. State law requires one Planning Commission hearing, which was held on November 5, 2025, with a 6:1 vote for approval.

RECOMMENDATION

Request Board set for the first reading on January 6, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Erik Peterson, AICP
Planning Administrator
Land Development Division
(863) 534-6470
erikpeterson@PolkFL.gov

Polk County

Board of County Commissioners

Agenda Item R.13. 12/16/2025

SUBJECT

Approve the release of a warranty and surety in the amount of $134,591.02 in the form of Maintenance Bond No. LICX1983025 for Brentwood Townhomes Phase 2 & 3. (No Fiscal Impact)

DESCRIPTION

On December 17, 2024, the Board accepted Maintenance Bond No. LICX1983025 in the amount of $134,591.02. A warranty inspection was performed on October 17, 2025 concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Maintenance Bond No. LICX1983025 in the amount of $134,591.02.

RECOMMENDATION

Request Board approves the release of Maintenance Bond No. LICX1983025 in the amount of $134,591.02 for the Brentwood Townhomes Phase 2 & 3.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polkfl.gov

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: Brentwood Townhomes Phase 2 & 3 – LDSUR-2024-30

Road Name:

Engineering Firm / Engineer of Record: Heather Wertz, P.E. – Absolute Engineering, Inc

Contractor:

Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	

Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage C. Perimeter Swales:	

Utility Items:	Condition / Remarks
A. Amount Security: $134,591.02	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	

Inspector: Tim Bearden

Date: 10/17/2025

RESIDENTIAL MAINTENANCE BOND Bond No. LICX1983025

KNOWN ALL MEN BY THESE PRESENTS, That we, Westside Haines City Community Development District, as Principal, and Lexon Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Texas and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of One Hundred Thirty-Four Thousand Five Hundred Ninety-One & 02/100 ($ 134,591.02) Dollars, 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, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Brentwood Phase 2-3 subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of (1) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect") of the Improvements; and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

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 attorney's fees and costs, 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 deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

Lexon Insurance Company
P.O. Box 947805
Atlanta, GA 30394-7805

The Principal at:

Westside Haines City Community Development District
219 E Livingston Street
Orlando, FL 32801

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 18th day of September, 2024.

PRINCIPAL:

Lindsey Roden
Witness

Lindsey Roden
Printed Name

Bobbie Henly
Witness

Bobbie Henly
Printed Name

Westside Haines City Community Development District
Name of Corporation

By:

Warren K. Heath
Printed Name
Title:
(SEAL)

SURETY:

Diane M. Rubright
Witness

Diane M. Rubright
Printed Name

Tarise M. Pisciotto
Witness

Tarise M. Pisciotto
Printed Name

Lexon Insurance Company
Name of Corporation

By:

James I. Moore, Attorney-In-Fact
Printed Name
Title:
(SEAL)

(Attach power of attorney)

Initials

State of Illinois }
} ss.
County of DuPage }

On September 18, 2024, before me, Karen A. OConnell, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires February 15, 2026

Karen A. OConnell, Notary Public

OFFICIAL SEAL
KAREN A OCONNELL
NOTARY PUBLIC, STATE OF ILLINOIS
COOK COUNTY
MY COMMISSION EXPIRES 02/15/2026

Commission No. 946454

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tarlese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public – My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

   and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 18th day of September, 20 24

By: Daniel S. Lune, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.
Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Polk County

Board of County Commissioners

Agenda Item R.14. 12/16/2025

SUBJECT

Accept Performance Surety in the amount of $49,995.50 in the form of Performance Bond No. 7901110846 for Dookhan Site Design. (No Fiscal Impact)

DESCRIPTION

This request is to accept Performance Surety Bond No. 7901110846 in the amount of $49,995.50 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 accepts Performance Bond No. 7901110846 in the amount of $49,995.50 for Dookhan Site Design.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polkfl.gov

COMMERCIAL PERFORMANCE BOND

Bond No. 7901110846

KNOWN ALL MEN BY THESE PRESENTS, That we, Shanti Dookhan, as Principal, and Nationwide Mutual Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of OH and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the aggregate sum of Forty-Nine Thousand Nine Hundred Ninety-Five & 50/100 ($49,995.50) 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 Dookhan Site Design (2022-A-190-00018) project located at Lake Wales, FL (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 September 3, 2026, or such later date that the Obligee 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 Obligee 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 Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

3. The Surety further agrees that the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and

the Surety shall 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:
Nationwide Mutual Insurance Company
1100 Locust Street, Dept. 2006
Des Moines, IA 50391-2006

The Principal:
Shanti Dookhan
4960 Washington Street,
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 3rd DAY OF September, 2025, (the date of issue by the Surety).

Witness

KRISH MAHARAJ
Printed Name

Witness

CHRIS RAMRAUL
Printed Name

Witness

Steven Schumacher
Printed Name

Witness

Melanie Braccia
Printed Name

PRINCIPAL:

Shanti Dookhan
Name of Corporation

By:

SHANTI DOOKHAN
Printed Name
Title: SELF
(SEAL)

SURETY:

Nationwide Mutual Insurance Company
Name of Corporation

By:
David B. Shick, Attorney-In-Fact &
Licensed FL Resident Agent #A241176
Printed Name & Title
(SEAL)
(Attach power of attorney)

0000085408

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
DAVID BRYAN SHICK;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FOUR MILLION AND NO/100 DOLLARS ($4,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss
On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 3 day of September, 2025.

Assistant Secretary

BDJ 1(04-24)00

This document is void if VOID appears in the BLUE line on the right, the Nationwide watermark is missing from the center of the page and/or the red consecutive number is missing from the upper right-hand corner. Contact us at 212-329-6900 if this document is void or if you have any questions.

ENGINEERS OPINION OF PROBABLE COST
AP ESTATES ROADWAY IMPROVEMENT

No.	Item No.	Description	Quan.	Unit	Unit Price	Total
		GENERAL				
1		MOT (Estimated to be 5%)	1	LS	$ 1,976.10	$ 1,976.10
2		Mobilization (Includes Bonds, Insurance, etc)	1	LS	$ 3,952.20	$ 3,952.20
		PROJECT				
3	110-1-1	Clearing and Grubbing	0.1	AC	$ 58,068.00	$ 5,806.80
4	285-701	Optional Base Group 11	238	SY	$ 35.00	$ 8,330.00
5	334-1-13	Superpave Asphaltic Conc, Traffic C	1.3	TN	$ 155.39	$ 199.75
6	430-175-118	Utility Pipe- Poly Vinyl Chlorida, Furnish & Istall, Water, Less Than 1.5"	57	LF	$ 33.80	$ 1,926.60
7	430-175-218	Pipe Culvert, Optional Material, Other Shape-Elip/Arch, 18"S/CD	73	LF	$ 180.00	$ 13,140.00
8	430-984-625	Mitered End Section, Optional - Elliptical/Arch, 18" SD	2	EA	$ 3,500.00	$ 7,000.00
9	570-1-1	Performance Turf (2 ft. each side for entire project limits)	466	SY	$ 4.50	$ 2,097.00
10	700-1-11	Single Post Sign, F&I, Ground Mount, up to 12 SF	1	EA	$ 550.00	$ 550.00
11	710-11-125	Painted Pavt Mark (STD) (White) 24"	32	LF	$ 10.00	$ 320.00
12	710-11-201	Painted Pavt Mark (STD) (Yellow) (Solid) 6"	0.008	GM	$ 20,000.00	$ 152.00
			TOTAL =			$ 45,450.45
			TOTAL + 10% =			$ 49,995.50

Note: The opinion of probable cost herein is based on our perception of current conditions at the project location. This reflects our professional opinion of accurate costs at this time and is subject to change as the project design matures. Cool and Cobb Engineering Company has no control over variances in the cost of labor, materials, equipment, services provided by others, contractor's methods of determining prices, competitive bidding or market conditions, practices or bidding strategies. Cool and Cobb Engineering Company cannot and does not warrant or guarantee that proposals, bids or actual construction costs will not vary from the costs presented herein.

** Cool and Cobb Engineering Company utilized the FDOT Item Average Unit Cost List (11-25-24) for the listed esimations on annual cost and is not liable for the pricing at time of construction.

Carl E. Cool, P.E.
FL License No.: 16921
1/8/2025

This item has been digitally signed and sealed by Carl E. Cool, P.E. on the date adjacent to the seal. Printed copies are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by Carl E Cool
Date: 2025.01.08 16:32:18 -05'00'

Carl E. Cool, P.E.
203 W. Main Street
Avon Park, FL 33825
Fla. License No. 16921
(863) 657-2323
Fax: (863) 657-2324
Email: carl@coolandcobb.

Polk County

Board of County Commissioners

Agenda Item R.15. 12/16/2025

SUBJECT

Accept Performance Surety in the amount of $57,791.42 in the form of Performance Bond No. 108327991 for PS Sandhill Offsite Water Main Improvements. (No Fiscal Impact)

DESCRIPTION

This request is to accept Performance Surety Bond No. 108327991 in the amount of $57,791.42 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 Bond No. 108327991 in the amount of $57,791.42 for PS Sandhill Offsite Water Main Improvements.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polkfl.gov

COMMERCIAL PERFORMANCE BOND

Bond No. 108327991

KNOWN ALL MEN BY THESE PRESENTS, That we, PS Florida One, LLC a Delaware limited liability company, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and doing business under and by virtue of the laws of the State of Connecticut and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the aggregate sum of Fifty Seven Thousand Seven Hundred Ninety-One and 42/100 ($57,791.42) 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 PS Sandhill - Offsite Water Main Improvements project located at Hwy 27 & Sandhill Rd, Davenport, FL (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 December 15, 2026, or such later date that the Obligee 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 Obligee 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 Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

3. The Surety further agrees that the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and

the Surety shall 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:

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

The Principal:

PS Florida One, LLC a Delaware limited liability company
c/o Real Estate Legal Dept. PS23661
701 Western Avenue
Glendale, CA 91201

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 17th DAY OF September, 20 25,
(the date of issue by the Surety).

Witness

Printed Name

Witness

Printed Name

PRINCIPAL:

PS Florida One, LLC. a Delaware limited liability company
Name of Corporation

By:

Sharon Linder
Printed Name
Title: Vice President and ~~Assistant~~ Associate General Counsel
(SEAL)

Witness

Carolyn E. Wheeler
Printed Name

Witness

Lara Liparoto
Printed Name

SURETY:

Travelers Casualty and Surety Company of America
Name of Corporation

By:

Michelle Lute-Heatherly
Printed Name
Title: Attorney-In-Fact
(SEAL)

(Attach power of attorney)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } *S.S.*

On September 17, 2025 before me, Sarah You, a Notary Public in and for said County and State, personally appeared, Sharon Linder, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(Notary Seal)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Michelle Lute-Heatherly of Knoxville, Tennessee, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of September, 2025.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2024

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,367,684,447	LOSSES	$ 1,648,831,742
STOCKS	99,502,344	LOSS ADJUSTMENT EXPENSES	169,492,904
CASH AND INVESTED CASH	69,689,826	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	15,148,347
OTHER INVESTED ASSETS	9,969,793	COMMISSIONS	62,360,717
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	30,993,966	OTHER EXPENSES	69,184,511
INVESTMENT INCOME DUE AND ACCRUED	45,630,862	TAXES, LICENSES AND FEES	16,311,579
PREMIUM BALANCES	346,017,428	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,102,552
REINSURANCE RECOVERABLE	62,034,928	UNEARNED PREMIUMS	1,647,964,685
NET DEFERRED TAX ASSET	78,278,940	ADVANCE PREMIUM	3,970,618
UNDISTRIBUTED PAYMENTS	15,607,795	POLICYHOLDER DIVIDENDS	26,972,587
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,148,727	CEDED REINSURANCE NET PREMIUMS PAYABLE	57,879,540
OTHER ASSETS	1,100,106	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	17,071,685
		REMITTANCES AND ITEMS NOT ALLOCATED	10,456,481
		PROVISION FOR REINSURANCE	6,746,887
		PAYABLE TO PARENTS, SUBSIDIARIES AND AFFILIATES	79,937,444
		PAYABLE FOR SECURITIES LENDING	30,993,966
		ESCHEAT LIABILITY	595,014
		OTHER ACCRUED EXPENSES AND LIABILITIES	4,726
		TOTAL LIABILITIES	$ 3,873,025,985
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,815,349,416
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,255,633,176
TOTAL ASSETS	$ 6,128,659,161	TOTAL LIABILITIES & SURPLUS	$ 6,128,659,161

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2024.

Michael J Doody

VICE PRESIDENT – FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF MARCH, 2025

NOTARY PUBLIC

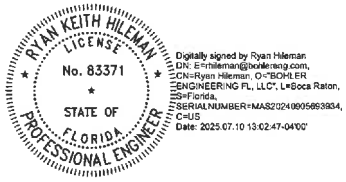
SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

Engineer's Cost Estimate					
Sandhill Rd Material Estimate					
Project Location:	US HWY 27 and Sandhill Rd, Davenport, FL 33837				
Plan Name/Number:	PS Sandhill - Offsite Water Main Improvements				FLA230148.00
Prepared For:	Polk County				
Prepared By:	Bohler Engineering				
Date of Cost Estimate:	June 17, 2025				
Name/Date of Plan:	Offsite Water Main Improvement Plans Rev 1				May 29, 2025
Item	Quantity	Unit	Unit Cost	Total	Notes
Utilities					
Water Main					
12" x 12" Tapping Sleeve	1	EACH	$4,287.00	$4,287.00	
12" Tapping Valve	1	EACH	$4,000.00	$4,000.00	
12" Insertion Valve	1	EACH	$3,700.00	$3,700.00	
12" C909 DR-18 Water Pipe	356	LF	$9.66	$3,438.96	
12" HDPE DR-11 Water Pipe	408	LF	$40.00	$16,320.00	
12" Gate Valve	2	EACH	$4,000.00	$8,000.00	
12" Bends	4	EACH	$1,200.00	$4,800.00	
12" x 8" Reducer	1	EACH	$930.00	$930.00	
8" Bend	1	EACH	$800.00	$800.00	
8" x 8" Tapping Sleeve	1	EACH	$2,842.09	$2,842.09	
8" Tapping Valve	1	EACH	$1,800.00	$1,800.00	
8" Insertion Valve	1	EACH	$1,500.00	$1,500.00	
8" C900 DR-18 Water Pipe	7	LF	$2.80	$19.60	
2" ARV Assembly	1	EACH	$100.00	$100.00	
Sub-total for all Utilities				**$52,537.65**	

Bohler engineering has no control over costs of labor, material, bidding, unidentified field conditions, market conditions, or any other factors like to affect this OPC. This OPC is valid for this date and the reliability of the OPC will degrade over time. Bohler cannot and does not warranty, promise or guarantee that proposals, bids, project construction cost will not vary significantly from this OPC.

Off-Site Conctrsuction Cost Estimate	$52,537.65
Performance Bond Total (110%)	$57,791.42



Polk County

Board of County Commissioners

Agenda Item R.16. 12/16/2025

SUBJECT

Thompson Nursery Road Proportionate Share Agreement - Kingdom Valley Development (In the amount of $923.07).

DESCRIPTION

This is a request to enter into a Proportionate Share Agreement between Kingdom Valley Investments. LLC (hereinafter referred to as Owner) and Polk County in the amount of $923.07 for certain related off-site transportation impacts to Thompson Nursery Road at US Highway 27.

The owner is actively engaged in a 166-lot single-family subdivision project (known as Kingdom Valley Subdivision) that is located within the City Limits 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 west bound movement). This proportionate share agreement is being entered into in order to mitigate the deficiency and satisfy transportation concurrency requirements for the Kingdom Valley Subdivision 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 $923.07. 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 in the amount of $923.07 for identified roadway improvements associated with the Kingdom Valley Development.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Thado N. Hays, CPM
Concurrency & Entitlements Manager
(863) 534-6093
Thadohays@polkfl.gov <mailto:Thadohays@polkfl.gov>

Prepared by:
Sandra B. Howard, Esq.
County Attorney's Office
330 W, Church St.
Bartow, FL 33830

THOMPSON NURSERY ROAD
PROPORTIONATE FAIR SHARE AGREEMENT
(Kingdom Valley Subdivision)

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 **KINGDOM VALLEY INVESTMENTS, LLC**, Florida limited liability company (the "Owner"), whose address is 4545 36th Street, 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 heretoas **Exhibit "A"** ("Owner's Property"); and

WHEREAS, Owner is seeking development approval from the City of Winter Haven to construct a 166 single-family unit development (known as Kingdom Valley Subdivision) on the Owner's Property (" Project") as depicted in the site plan attached as **Exhibit "B "**; and

WHEREAS, the Project will have direct access 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-2025-43**; and

WHEREAS, as part of the Level 2 Review, the County has notified the Owner that the Project will generate deficient Level of Service delays (collectively, the "Excess Trips") for the WBL and WBT roadway segments on Thompson Nursery Road at US Highway 27, Link 4102 (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

June 15th, 2025 (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 Nine hundred and twenty-three dollars and seven cents ($923.07) (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 Nine hundred and twenty-three dollars and seven cents ($923.07). 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 Nine hundred and twenty-three dollars and seven cents ($923.07) 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 Seven hundred and ten dollars and seventy-six cents ($710.76), which includes a credit reduction in the amount of two hundred and twelve dollars and thirty-one cents ($212.31) 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
Attention: Concurrency and Entitlements Manager
330 West Church Street
Bartow, Florida 33830

Polk County Roads and Drainage Division
Attention: Roads and Drainage Director
3000 Sheffield Road
Winter Haven, Florida 33880

3.1.2 Owner:

KINGDOM VALLEY INVESTMENTS, LLC
4545 36th Street
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 Agreementshall be subject to the following provisions:

3.4.1 This Agreement and the rights and obligations of the Countyand 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 EffectiveDate 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 attorneyfees and applicable courts costs, including appellate proceedings.

3.4.4 If any section, phrase, sentence or portion of this Agreementis, for any reason, held to be invalid by any court of competent jurisdiction,such portion shall be deemed as a separate, distinct, and independentprovision, 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 satisfiedto 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 behalfof any Party that is not contained in this Agreement, and that in entering intothis 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 ofFlorida 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.

3.11 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, though, 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 thisAgreement. 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.

3.12 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: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

Date signed by Chairman:_____

Signature Blocks Continues on Next Page

OWNER:

KINGDOM VALLEY INVESTMENTS, LLC, a Florida limited liability company

By: _____

Print Name: LEANDRO TELES

Date: 11/06/25

WITNESSES

_____
Witness

Print Name Luana Brandini

_____
Witness

Print Name CLEONICE GAIGHER BASTOS

Notary Public State of Florida
Ranieri Rocha
My Commission HH 519208
Expires 08/18/2028

State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 06 day of NOVEMBER, 2025, by LEANDRO C. F. TELES as MANAGER, of KINGDOM VALLEY INVESTMENTS, LLC, a Florida limited liability company, 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)

Notary Public – State of Florida
Print Name: RANIERI ROCHA

My Commission Expiration 08/18/28

and Commission Number: HH 519208

Notary Public State of Florida
Ranieri Rocha
My Commission HH 519208
Expires 08/18/2028

List of Exhibits

Exhibit A – Legal Description

Exhibit B – Site Plan

Exhibit C – Estimated Level of Service Delays

Exhibit D – Cost Estimate and Proportionate Share Calculation

Exhibit E – County Reimbursement Requirement

EXHIBIT "A" LEGAL DESCRIPTION

Parcel S-5

A parcel of land in Section 8 and 17, Township 29 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southwest corner of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 17; thence North 89°07'14" East, along the south line of said West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, a distance of 332.04 feet to the southeast corner of said West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4; thence North 00°39'07" West, along the east line of said West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, a distance of 127.57 feet to a point 532.17 feet south of the northeast corner of said West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 and the Point of Beginning; Thence continue North 00°39'07" West along said east line, 532.17 feet to the northeast corner of said West ½ of the Northwest ¼ of the Northwest ¼ of the Northwest ¼; thence South 89°02'43" West, along said north line of Section 17, a distance of 332.26 feet to the southwest corner of said Section 8, also being the northwest corner of said Section 17; thence North 00°42'48" West, along the west line of said Section 8, a distance of 660.44 feet to the northwest corner of the South ½ of the Southwest 1/4 of the Southwest 1/4 of said Section 8; thence North 89°07'59" East, along the north line of said South 1/2 of the Southwest 1/4 of the Southwest 1/4, a distance of 1330.45 feet to the northeast corner of said South 1/2 of the Southwest 1/4 of the Southwest 1/4, said corner also being on the southerly line of a parcel of land, recorded in Official Records Book 5703, Page 171, Public Records of Polk County, Florida; thence South 44°52'28" East, along said southerly line, 119.01 feet; thence South 89°12'25" East, along said southerly line, 183.24 feet; thence North 64°37'17" East, along said southerly line, 412.45 feet to the westerly line of Parcel One, as recorded in Official Record Book 6745, Page 554, Public Records of Polk County, Florida; thence South 05°25'28" West, along said westerly line, 742.21 feet to the south line of said Section 8; thence North 89°02'43" East, along said south line, 46.49 feet; thence leaving said south line South 30°56'28" East, 61.19 feet; thence South 57°24'56" East, 31.61 feet; thence South 25°06'42" East, 36.81 feet; thence South 12°41'09" East, 33.18 feet; thence South 22°53'31" West, 84.13 feet; thence South 18°36'17" West, 91.64 feet; thence South 59°31'10" West, 31.75 feet; thence South 83°30'05" West, 51.97 feet; thence South 55°59'08" West, 73.87 feet; thence South 73°21'55" West, 29.63 feet; thence North 56°14'57" West, 72.79 feet; thence South 89°43'03" West, 42.98 feet; thence North 26°14'50" West, 62.13 feet; thence North 76°58'46" West, 74.91 feet; thence North 29°49'15" West, 33.35 feet; thence North 18°37'15" West, 93.14 feet; thence North 22°44'31" West, 32.93 feet; thence North 09°00'50" East, 38.20 feet; thence North 06°37'04" East, 40.99 feet; thence North 40°12'38" East, 35.10 feet; thence North 63°03'35" East, 47.12 feet; thence North 00°07'22" East, 76.94 feet; thence South 82°51'52" West, 72.35 feet; thence South 56°50'16" West, 57.30 feet; thence South 76°16'34" West, 43.09 feet; thence South 77°39'07" West, 46.72 feet; thence South 62°43'56" West, 62.82 feet; thence South 56°38'34" West, 57.76 feet; thence South 16°03'13" West, 49.71 feet; thence South 55°50'52" West, 46.86 feet; thence South 45°17'00" West, 66.06 feet; thence South

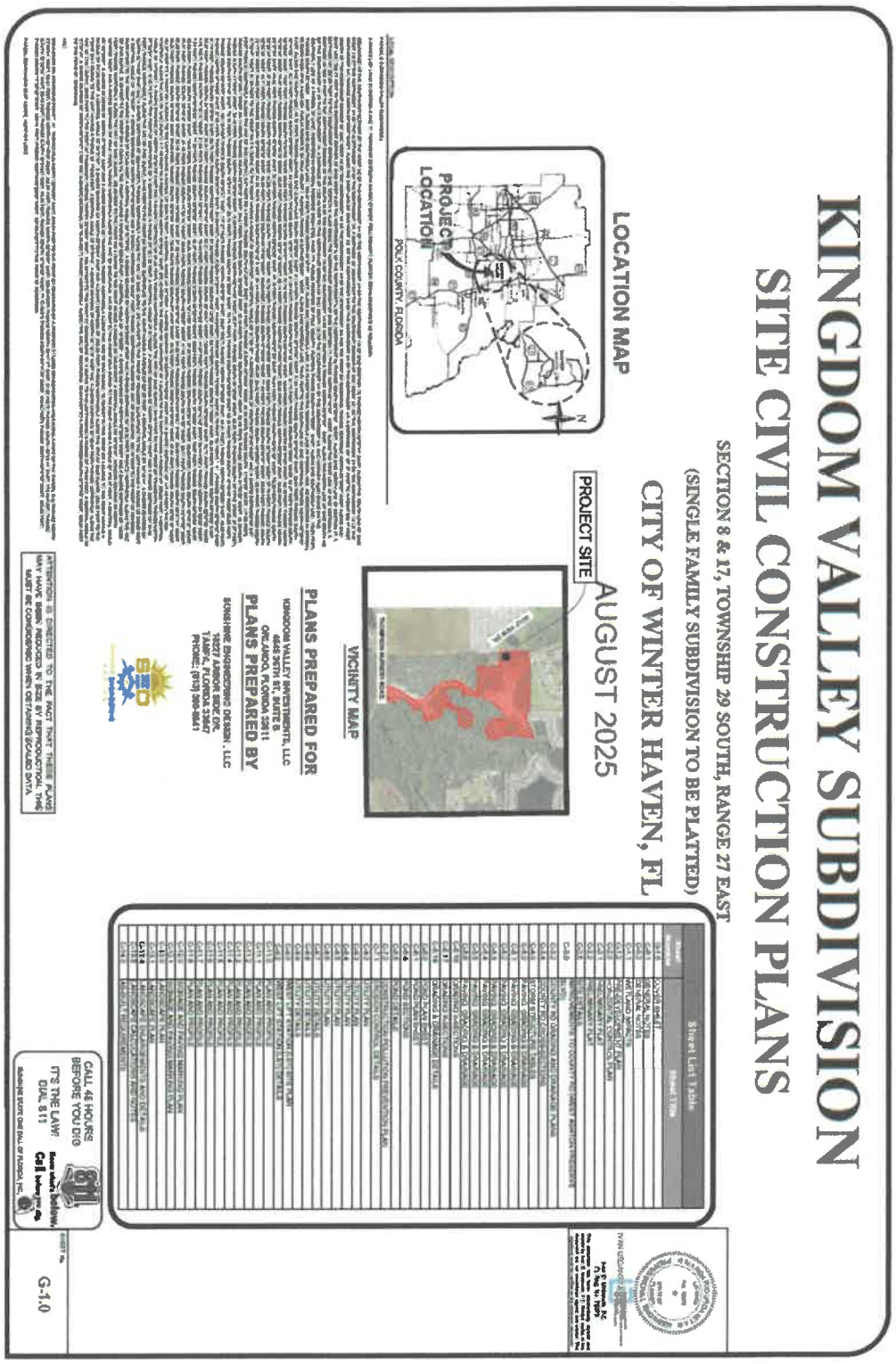
a chord distance of 34.42 feet; thence northerly along the arc of said curve, 34.42 feet to the point of reverse curvature to the right having a radius of 627.00 feet, a central angle of 19°13'44", a chord bearing of North 35°14'50" East and a chord distance of 209.44 feet; thence northerly along the arc of said curve, 210.43 feet to the point of reverse curvature to the left having a radius of 346.00 feet, a central angle of 105°20'57", a chord bearing of North 07°48'45"West and a chord distance of 550.27 feet; thence northerly along the arc of said curve, 636.19 feet to the point of reverse curvature to the right having a radius of 513.35 feet, a central angle of 03°57'00", a chord bearing of North 58°28'28" West and a chord distance of 35.38 feet; thence northerly along the arc of said curve, 35.39 feet to the point on a curve to the right having a radius of 520.98 feet, a central angle of 13°33'33", a chord bearing of North 49°38'51" West and a chord distance of 123.00 feet; thence northerly along the arc of said curve, 123.29 feet to the point on a curve to the right having a radius of 515.00 feet, a central angle of 46°12'44", a chord bearing of North 19°40'58" West and a chord distance of 404.21 feet; thence northerly along the arc of said curve, 415.38 feet to the point on a curve to the right having a radius of 476.17 feet, a central angle of 09°35'37", a chord bearing of North 07°35'04" East and a chord distance of 79.64 feet; thence northerly along the arc of said curve, 79.73 feet to the point on a curve to the right having a radius of 515.00 feet, a central angle of 26°31'07", a chord bearing of North 25°32'04" East and a chord distance of 236.23 feet; thence northerly along the arc of said curve, 238.36 feet to the point on a curve to the left having a radius of 779.00 feet, a central angle of 05°04'45", a chord bearing of North 36°15'16" East and a chord distance of 69.04 feet; thence northerly along the arc of said curve, 69.06 feet to the point of tangency; thence North 33°42'54" East, 169.19 feet to the point of curvature of a curve to the left having a radius of 179.00 feet, a central angle of 25°37'14", a chord bearing of North 20°54'17" East and a chord distance of 79.38 feet; thence northerly along the arc of said curve, 80.04 feet to a point; thence South 89°07'59" West, 599.81 feet to the Point of Beginning,

And

Commence on aforesaid Point "A" thence run North 23°00'01" East, 242.34 feet to the Point of Beginning of a Proposed Flood Conservation Area being a part of the Parcel S-5; thence North 12°08'04" West, 90.91 feet; thence North 06°48'42" West, 106.57 feet; thence North 52°52'37" East, 200.08 feet; thence North 85°47'17" East, 81.95 feet; thence South 85°13'14" East, 170.49 feet; thence South 35°20'55" East, 55.48 feet; thence South 15°24'50" East, 46.26 feet; thence South 10°39'52" West, 77.72 feet; thence South 24°14'51" West, 134.83 feet; thence South 89°47'32" West, 126.28 feet; thence South 77°58'12" West, 102.41 feet; thence North 88°20'25" West, 127.66 feet to the Point of Beginning.

Parcel containing 55.37 acres, more or less.

EXHIBIT "B" SITE PLAN



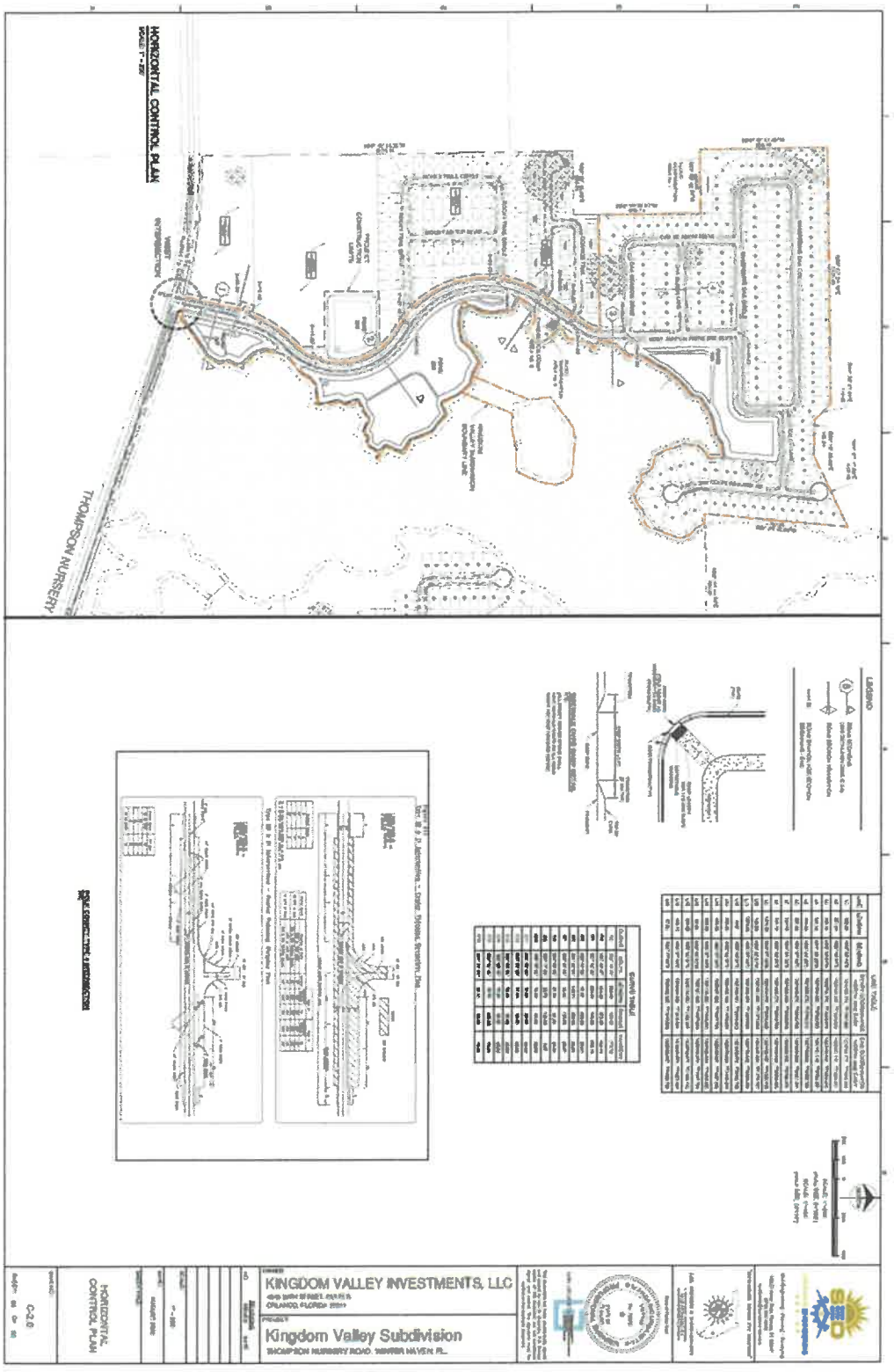

HORIZONTAL CONTROL PLAN
THOMPSON NURSERY ROAD
KINGDOM VALLEY INVESTMENTS, LLC
Kingdom Valley Subdivision
HORIZONTAL CONTROL PLAN
C-2.0

EXHIBIT "C" ESTIMATED LEVEL of SERICE DELAYS

Table 2: Level of Service Summarized

Intersection	Approach	Level of Service / Delay Existing	No Build	Build
Thompson Nursery Rd at US Hwy 27	NBL	F / 193.6	F / 308.3	F / 406.2
	NBT	E / 55.0	E / 59.1	E / 59.1
	NBR	A / 5.6	A / 5.6	A / 5.6
	SBL	E / 69	E / 71.6	E / 71.6
	SBT	D / 36.9	D / 38.4	D / 38.4
	SBR	A / 4.0	A / 3.9	A / 3.8
	EBL	E / 63.0	D/47.2	D/49.2
	EBT	F / 83.9	F / 86.8	F / 88.8
	EBR	A / 6.7	B / 11.3	B / 11.2
	WBL	E / 71.2	F / 87.7	F / 87.7
	WBT	E / 80.0	F / 83.6	F / 83.6
	WBR	B / 11.3	B / 11.2	B / 11.2
Thompson Nursery Rd at Site Access	SBL	N/A	N/A	E / 40.0
	SBR	N/A	N/A	C / 15.2
	EBL	N/A	N/A	A / 0.4
	EBT	N/A	A / 0.8	A / 0.9
	WBT	N/A	A / 0.0	A / 0.0
	WBR	N/A	N/A	A / 0.0
Thompson Nursery Rd at W Lake Ruby Dr	SBL	D / 40.8	D / 41.1	D / 41.1
	SBR	A / 8.0	A / 7.9	A / 7.9
	EBL	B / 10.2	B / 12.8	B / 13.4
	EBT	A / 9.0	A / 9.6	A / 9.8
	WBT	C / 21.5	C / 23.2	C / 23.6
Thompson Nursery Rd at State Rd 653	NBL	D / 49.2	D / 50.7	D / 50.7
	NBR	A / 8.6	A / 8.8	A / 8.9
	EBT	N/A	N/A	N/A
	EBR	A / 0.3	A / 0.3	A / 0.3
	WBL	A / 3.2	A / 3.3	A / 3.3
	WBT	A / 3.2	A / 3.2	A / 3.1

EXHIBIT "D"

COST ESTIMATE & PROPORTIONATE FAIR SHARE CALCULATION

Kingdom Valley Subdivision - Offsite Roadway Improvements Proportional Share Cost

Phase	Intersection	Improvement	Lane Capacity		Project Trips on Imp Approaches	% Prop Share	Length	Est. Cost ($)	Prop Share ($)
			w/o imp	w/ imp					
Phase 1	US 27 at Thompson Nursery Rd	Retime traffic signal to allow more green time for WB through traffic	207	220	3	7.7%	0	4000	923.07

$$\text{Prop Share} = \frac{\text{Project Trips}}{\text{Improved Capacity - Existing Capacity}} \times \text{Cost of Improvements}$$

$$\text{Prop Share} = \frac{1}{220-207} \times 4000$$

State of Florida Seal

IVAN URDANETA

This item has been digitally signed and sealed by Ivan D. Urdaneta, P.E. 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 the electronic copies.

EXHIBIT "E" 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.

Agenda Item R.17. 12/16/2025

SUBJECT

Approve selection committee's recommendation to authorize staff negotiations with Kimley-Horn & Associates, Inc., Rummel, Klepper & Kahl, LLP, Chastain-Skillman, LLC, Dewberry Engineers, Inc., CivilSurv Design Group, Inc. and Pennoni Associates, Inc. for engineering staff augmentation services for Land Development. (No Fiscal Impact)

DESCRIPTION

The Land Development Division requested Procurement solicit proposals from qualified firms to provide staff augmentation services, which includes surveyors, inspectors, floodplain management and engineers on a temporary basis. Polk County has been experiencing significant population growth, resulting in rapid development and increased demand. As a result, the Land Development Division requires temporary staff to support these rising needs and maintain adequate service levels.

The Land Development Division works with engineers, surveyors, attorneys, planners, and the public to ensure that land is developed in accordance with the Polk County Land Development Code, Comprehensive Plan, and Utility Code. As part of the Land Development Division, the Engineering Section provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Additionally, staff provides site construction inspection services, floodplain management services, and survey reviews, which includes, meetings with property owners, developers, the Florida Department of Transportation (FDOT), city staff, and various regional and state agencies.

Request for Proposal (RFP) 25-625, Engineering Staff Augmentation Services for the Land Development Division was issued, and seven firms submitted proposals. The selection committee met on November 6, 2025, to evaluate and score proposals. The six highest scored firms were elevated to interviews. On November 13, 2025, the selection committee conducted interviews and received presentations from the proposers. After the interviews, the selection committee ranked the proposers. The consensus of the selection committee was to request the Board authorize staff to enter into negotiations with all six firms. The following is a listing of the firms and their rankings:

Proposer	Location	Rank
Kimley-Horn & Associates, Inc.	Lakeland, FL	1
Rummel, Klepper & Kahl, LLP	Lakeland, FL	1
Chastain-Skillman, LLC	Lakeland, FL	2
Dewberry Engineers, Inc.	Lakeland, FL	3
CivilSurv Design Group, Inc.	Lakeland, FL	4
Pennoni Associates, Inc.	Winter Haven, FL	5

A recommendation of award was posted, and no protests were received.

RECOMMENDATION

Request Board approve selection committee's recommendation to authorize staff negotiations with Kimley-Horn & Associates, Inc., Rummel, Klepper & Kahl, LLP, Chastain-Skillman, LLC, Dewberry Engineers, Inc., CivilSurv Design Group, Inc. and Pennoni Associates, Inc. for Engineering Staff Augmentation Services for the Land Development Division.

FISCAL IMPACT

There is no fiscal impact associated with negotiations.

CONTACT INFORMATION

Tabatha Shirah

Sr. Procurement Analyst

(863) 534-5935

tabathashirah@polkfl.gov <mailto:tabathashirah@polkfl.gov>

Agenda Item R.18. 12/16/2025

SUBJECT

Approve license agreement with TeamDynamix Solutions LLC. for cloud Information Technology Service Management (ITSM) and implementation services. (5YR cost: $ 320,275.31)

DESCRIPTION

This initiative will provide a modern platform to support our transition to an improved engagement between IT and users of the various systems.

The TeamDynamix solution includes professional services and modules for IT incident management, help desk ticketing, asset management, project management, and change management. These services will support the configuration and implementation of a fully integrated ITSM system.

License Pricing – 60 Month Agreement						
Cost Items	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Grand Total**
Annual Licensing Cost Universal User – 65 Licenses – Includes Conversational AI for IT Team Member (Time Tracking) – 5,000 Licenses	$57,500.00	$59,225.00	$61,001.75	$62,831.80	$64,716.76	
One-Time Costs:	$15,000.00					
Annual Cost Totals:	$72,500.00	$ 59,225.00	$ 61,001.75	$ 62,831.80	$ 64,716.76	$ 320,275.31

The contract term date is scheduled to commence on December 23, 2025. Implementation services are anticipated to commence in January 2026.

RECOMMENDATION

Request Board approve licensing agreement with TeamDynamix Solutions LLC. for TeamDynamix Software-as-a-Service (SaaS).

FISCAL IMPACT

Funding has been appropriated for the first-year costs within the Fiscal Year 25/26 Information Technology Operating Budget and remaining costs will be budgeted in future fiscal years. Software implementation includes a one-time implementation fee of $15,000 + annual cost to include a 3% increase for a total of $320,275.31 over the 5YR term.

CONTACT INFORMATION

Name: Shirley Aracena
Title: Project Coordinator/Business Analyst
Division: Information Technology
Phone: 863 534-7577
E-mail Address: ShirleyAracena@polkfl.gov <mailto:ShirleyAracena@polkfl.gov>

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Noah Milov

From: David Palmer C/O Gayle Jones, Drawer No. AS04

Dept: Information Technology Ext. 863-534-7601

Date: 11/17/2025

Request (in detail):

Review contract and SOW from TeamDynamix which is an ITSM we are planning to purchase. They have red-lined your latest

Please respond by 11/19/25

- Please see email

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:
Assign to: Noah Date: 11/17/25

County Attorney Project No.: 25-739
Logged out: 11-19-25

SUBJECT

Approve license agreement with TeamDynamix Solutions LLC. for cloud Information Technology Service Management (ITSM) and implementation services. (5YR cost: $ 320,275.31)

DESCRIPTION

Request Board approval for the acquisition of the TeamDynamix Software-as-a-Service (SaaS) solution for IT Service Management (ITSM). This initiative will provide a modern platform to support our transition to an improved engagement between IT and users of the various systems.

The TeamDynamix solution includes professional services and modules for IT incident management, help desk ticketing, asset management, project management, and change management. These services will support the configuration and implementation of a fully integrated ITSM system.

License Pricing – 60 Month Agreement						
Cost Items	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Grand Total**
Annual Licensing Cost Universal User – 65 Licenses – Includes Conversational AI for IT Team Member (Time Tracking) – 5,000 Licenses	$ 57,500.00	$ 59,225.00	$ 61,001.75	$ 62,831.80	$ 64,716.76	
One-Time Costs:	$15,000.00					
Annual Cost Totals:	$ 72,500.00	$ 59,225.00	$ 61,001.75	$ 62,831.80	$ 64,716.76	$ 320,275.31

The contract term date is scheduled to commence on December 23, 2025. Implementation services are anticipated to commence in January 2026.

RECOMMENDATION

Request Board approve licensing agreement with TeamDynamix Solutions LLC. for TeamDynamix Software-as-a-Service (SaaS).

FISCAL IMPACT

Funding has been appropriated for the first-year costs within the Fiscal Year 25/26 Information Technology Operating Budget and remaining costs will be budgeted in future fiscal years. Software implementation one-time costs are $15,000. Ongoing costs for 5 years are The total licensing fee over the 5-year term which includes a 3% annual increase is $305,275.31.

CONTACT INFORMATION

Name: Shirley Aracena

Title: Project Coordinator/Business Analyst
Division: Information Technology
Phone: 863 534-7577
E-mail Address: ShirleyAracena@polkfl.gov

CHECKLIST

Purple Sheet and Review – Legal ☐

Division Fiscal Review ☐

Risk Review (if appropriate) ☐

Appropriate Insurance ☐

Vendor Signature ☐

Comments/Notes:

_____

_____

_____

_____

Division Director Signature _____ **Date** _____

Oct 24, 2025

Contract Number: PCFP00001

LICENSE AGREEMENT

Client: Polk County, a political subdivision of the State of Florida
Contract Number: PCFP00001
Term: 60 months
Contract Term Start Date: Dec 23, 2025
Contract Term End Date: Dec 22, 2030

THIS LICENSE AGREEMENT (collectively with the addenda and exhibits attached hereto, this "Agreement") is made and entered into on December 23, 2025 (the "Effective Date"), by and between TeamDynamix Solutions LLC, a Delaware limited liability company, with its principal place of business at 1600 Dublin Road, Suite #200, Columbus, Ohio, 43215 ("TeamDynamix"), and Polk County, a political subdivision of the State of Florida, with its principal location at 330 W Church Street P.O. Box 9005, Bartow, Florida, 33830, (hereinafter "Client"). TeamDynamix and Client may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. **Agreement.** The terms and conditions of this Agreement shall incorporate those terms and conditions set forth in the exhibits to this Agreement (the "Exhibits"). All Exhibits and statements of work attached and executed for products and services, or executed in the future for products and services, shall be incorporated into this Agreement by reference, unless specifically stated otherwise in writing. In the event of a conflict between the applicable Exhibit and this Agreement, the Agreement shall control.

2. **License.** Subject to the terms and conditions set forth in this Agreement, TeamDynamix hereby grants to Client a non-exclusive, non-transferrable, revocable, non-sublicensable license for the Client's employees, sub-contractors and/or agents to access and use the licensed TeamDynamix software identified as licensed on **Exhibit A** ("Applications") during the Term solely for Client's internal business operations (each, a "User"). Client acknowledges and agrees that access to the Applications is licensed and not sold. In the event that TeamDynamix merges with, acquires, or is acquired by, a company offering similar products and services to the Applications, such similar products and services ("Excluded Applications") shall not become part of TeamDynamix's offering of Applications for the price set forth in Table 1.1 of **Exhibit A**. In the event that the Client and/or its affiliates desire to license the Excluded Applications, the Client and/or its affiliates shall be required to separately order such Excluded Applications from TeamDynamix or its successor.

3. **Site Connectivity; Access.** Client is solely responsible for (a) providing all telecommunications, computers, and other equipment necessary for accessing the Applications (collectively, the "Client Equipment")and (b) any third-party access charges relating to the Client's use or operation of the Client Equipment. TeamDynamix retains the right, at its sole discretion and without prior notice or liability, to restrict access to the Applications by Users if (a) Client and/or its Users materially breach the terms of this Agreement or, through use of the Applications, violates any applicable federal, state, local or international laws or regulations, or the rights of any third party, including other TeamDynamix clients. TeamDynamix will provide the Client with notice of TeamDynamix's actions to restrict the Client's access to the Applications as soon as practicable, and the Client acknowledges that notice may not be provided until after such action(s) have occurred. Notwithstanding anything in this Agreement to the contrary, TeamDynamix shall have the right to terminate the Client's access to the Applications in the event that this Agreement expires or is terminated.

4. **Term; Renewal/Extension**. The term of this Agreement shall commence on the Contract Term Start Date set forth above (the "Start Date") and shall continue through the Contract Term End Date (the "Term"), unless earlier terminated pursuant to this Agreement or extended per the renewal provisions of this **Section 4**. To avoid an interruption of the Services provided, unless Client or TeamDynamix has given notice to the other Party of its desire not to renew under the terms of this Agreement at least ninety (90) days prior to the end of the then-current Term, this Agreement will extend for twelve (12) months at the then current year's twelve (12) months published price rate and the Term will be deemed to be extended for an additional 12 months (an "Extension Term"). TeamDynamix shall provide notice of Client's renewal options no less than ninety (90) days prior to the end of the then-current Term. During the Extension Term, Client and TeamDynamix can mutually agree to enter into a renewal for a longer-term agreement that can replace the Extension Term (a "Renewal Term"). Any such Extension Term or Renewal Term will be invoiced at the end of the then-current term. Any such Extension Term or Renewal Term shall be referred to as the "Term" herein.

5. **Payment and Fees.** Payment and usage fees for the licensed Applications provided hereunder are set forth on **Exhibit A** hereto. Payment for Professional Services (as defined herein) shall be set forth in the applicable statement of work.

a. Failure to Pay. In addition to any other rights of TeamDynamix, if Client is delinquent in payment of amounts for the services owed hereunder or under an Exhibit, TeamDynamix may give notice to Client of such delinquency and, in such case, Client will have fifteen (15) days from the date of TeamDynamix's written notice to cure such delinquency. If Client fails to cure the delinquency during such fifteen-day notice period, TeamDynamix may, in addition to its other rights and remedies provided hereunder or at law, terminate or suspend Client's access to the Applications or discontinue performance of any other services. All payments not received within fifteen (15) days from due date will accrue 1.0% monthly interest or the maximum rate allowed by law, whichever is less.

b. Taxes. All payments required by this Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies and similar assessments. Client agrees to bear and be responsible for the payment of all taxes, duties, tariffs, levies, fees and charges of any kind, including, sales, use, excise or value added taxes, and all other similar charges (collectively, "Taxes") which are imposed on transactions under this Agreement by or under the authority of any government body, excluding Taxes based solely upon TeamDynamix's net income. Client shall make all payments required without deduction of any Taxes, except as required by law, in which case the amount payable shall be increased as necessary so that after making any required deductions and withholdings, TeamDynamix receives and retains (free from any liability for payment of Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. If Client is a tax-exempt entity or claims exemption from any Taxes under this Agreement, Client shall provide a certificate of exemption upon execution of this Agreement and, after receipt of valid evidence of exemption, TeamDynamix shall not charge Client any Taxes from which it is exempt.

6. **Service Levels**. Subject to and conditioned upon the compliance of Client and its Users with the terms and conditions of this Agreement, during the Term, Client shall have the right to the benefit of the system uptime provisions set forth in the **Service Level Exhibit** attached hereto as **Exhibit B**. TeamDynamix shall use commercially reasonable efforts to provide Client and its Users the support services set forth in the **Service Level Agreement** (available at www.teamdynamix.com/SLA).

7. **Professional Services.**

a. **Professional Services**. Subject to the terms and conditions set forth in this Agreement and the Exhibits (including the Professional Services Addendum set forth on **Exhibit C**), Client, at its option may engage TeamDynamix to provide Professional Services as described in a mutually executed statement of work. "**Professional Services**" means all forms of consulting, training, education, implementation, custom modification and configuration, and other services provided by TeamDynamix pursuant to written agreement.

8. **Confidentiality; Data Security**.

a. General. TeamDynamix acknowledges Client is a Florida public entity and therefore has disclosure obligations of certain material under Florida law including Chapter 119, F.S. and Article 1 Section 24 of the Florida Constitution. Each Party acknowledges that it and its employees or agents, in the course of the projects and services contemplated by this Agreement, may be exposed to or acquire information that is proprietary or confidential to the other Party ("Confidential Information"). Each Party agrees to (a) hold Confidential Information of the other Party in strict confidence; (b) not to use such Confidential Information or discuss or disclose such Confidential Information to any third party; except that each party may share the other party's confidential information with its representatives, agents, directors and employees with a need to know such information (its "Representatives") and (c) provide the other Party of prompt notice in the event that such Party becomes aware of the unauthorized use or disclosure of the other Party's Confidential Information. Each party will be fully liable to the other party for any breach of this Section 8 by its Representatives. The Parties agree that Confidential Information does not include: (i) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (ii) information which either Party can show was in its possession at the time of disclosure or was independently developed by it; (iii) information received from a third party which had the right to transmit same without violation of any confidentiality agreement with the other Party; and (iv) information which is required to be disclosed pursuant to court order or by law, such as Chapter 119, F.S. The per-User pricing provided under this Agreement is Confidential Information. In the event that the Client must disclose TeamDynamix Confidential Information under Chapter 119, F.S. or Article 1 Section 24 of the Florida Constitution, the Client shall (a) provide prompt written notice to

TeamDynamix and (b) use reasonable efforts to restrict or otherwise limit such disclosures in accordance with applicable law.

b. Return of Confidential Information. Upon the written notice of the disclosing party or upon termination or expiration of this Agreement, the receiving Party shall (i) immediately return to the disclosing Party or destroy all copies and partial copies of the Confidential Information, whether maintained in tangible, electronic or other form and (ii) upon request, provide the disclosing Party with written certification of its compliance with the terms of this Section.].

c. Equitable Relief. Each Party acknowledges that any actual or threatened breach of any of its obligations with respect to the other Party's Confidential Information may cause irreparable harm to such Party. Accordingly, each Party agrees that in such an event, the aggrieved Party shall be entitled to seek equitable relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available to the aggrieved Party under law or in equity. This section shall not be constituted as a waver if the Client's sovereign immunity under Section 768.28.

d. Privacy Policy. TeamDynamix will only use personal information provided by the Client to TeamDynamix outside of the Applications in accordance with its privacy policy (available at https://www.teamdynamix.com/privacy-policy-terms), and Client consents to such usage. TeamDynamix will not collect or use any personal information prior to the Effective Date of this Agreement, and Client will not submit or otherwise make available any personal information to TeamDynamix prior to such date.

e. TeamDynamix will implement reasonable and appropriate security measures for the Applications, as determined by TeamDynamix, designed to help Client secure Client content against accidental or unlawful loss, access, or disclosure. TeamDynamix may modify its security measures from time to time, but will continue to provide at least the same level of security, on an aggregate basis, as is in place on the Effective Date. TeamDynamix shall undergo a third-party SOC2 audit report (or industry equivalent or successor report) (the "Security Report") on no less than an annual basis. Once per rolling twelve (12) month period, the Client may request a copy of the most recent Security Report and TeamDynamix shall promptly either provide or otherwise make such Security Report available to the Client. "Client content" shall mean any and all artwork, logos, graphics, video, text, data, materials or content provided by Client for use in the Applications.

f. TeamDynamix will not access or use Client content except as necessary to maintain or provide the services under the Agreement, or as necessary to comply with the law or a binding order of a governmental body. TeamDynamix will not (i) disclose Client content to any government or third party, or (ii) move Client content from the TeamDynamix servers; except in each case as necessary to comply with the law or a binding order of a governmental body (such as a subpoena or court order). Unless it would be in violation of a court order or other legal requirement, TeamDynamix will give Client reasonable notice of any legal requirement or order referred to in this **Section 8(f)**, to allow Client to seek a protective order or other appropriate remedy.

9. **Mutual Warranties.** Each Party represents and warrants that (a) it has full power and authority to enter into this Agreement and to perform its obligations and to grant any license(s) contained herein; and (b) it has not entered into, and shall not enter into any agreement either written or oral in conflict with its obligations under this Agreement.

10. **Representations.** TeamDynamix warrants that it owns all right, title and interest in all material and Applications used to provide the services under this Agreement or has the authority to license all material or Applications to Client.

11. **Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN **SECTIONS 9** AND **10**, ALL SERVICES AND TEAMDYNAMIX MATERIALS ARE PROVIDED "AS IS" AND TEAMDYNAMIX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND TEAMDYNAMIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, TEAMDYNAMIX MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR TEAMDYNAMIX MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR

CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CLIENT AND THE THIRD PARTY OWNER OR DISTRIBUTOR OF THE THIRD PARTY MATERIALS.

12. **Client Conduct and Obligations.**

a. Client is responsible for, without limitation, the following: (i) Client's obligations regarding the implementation of TeamDynamix Applications; (ii) protecting the names and passwords of the Users to the Applications and preventing and notifying TeamDynamix of unauthorized use of the Applications; and (iii) the lawfulness of, and results obtained from, all Client data submitted by Users to the Applications and each such User's acts and omissions.

b. Except as otherwise specifically permitted under this Agreement, Client shall not, nor will Client permit any third party to: (i) copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver or otherwise transfer the Applications to any third party in whole or in part provided that Client may utilize TeamDynamix's published documentation as needed for use by its Users; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to reverse engineer or discover the source code or underlying ideas or algorithms of the Applications; (iii) reverse engineer, decompile, disassemble, or translate the Applications or any part thereof; (iv) transfer any of the Applications components to any other person, entity, computer, computer network, or other device; (v) upload, post, mail, publish, transmit or distribute in any way the Applications, any component of the Applications or derivative works based thereon; (vi) input, upload, transmit or otherwise provide to or through the Applications, any information or materials that are unlawful or injurious or that contain, transmit or activate any harmful code, viruses, corrupted files or similar items that may damage the Applications or another's computer hardware; (vii) provide benchmarking or summary information regarding the Applications to any competitor of TeamDynamix; or (viii) remove, delete, alter, or obscure any trademarks, copyright or other proprietary notices.

c. Client (i) will promptly provide TeamDynamix with feedback regarding any issues that the Client's Users encounter when utilizing the Applications and (ii) may provide feedback about product value and performance. Any feedback provided shall be deemed TeamDynamix's Confidential Information. TeamDynamix shall own all intellectual property rights in any improvements, upgrades, or derivative works resulting from the use of such feedback.

d. Client acknowledges that the Applications are proprietary to TeamDynamix, and TeamDynamix retains exclusive ownership of the same throughout the world and all related intellectual property, including, without limitation, all Application components, and all derivatives thereof, that Client may utilize or build within the Applications, such as (i) "connectors" that allow Users to access, use, and update data and (ii) "flows" that allow Users to add, subtract, or transform data between and among Client's systems. In order to use the Applications, Client may be required to acquire third party software directly from third party licensors (e.g. web browser software), and the terms and conditions of such licenses are separate and distinct from this Agreement. Additionally, modifications, updates, or customizations made by TeamDynamix to the Applications shall be owned exclusively by TeamDynamix, and Client shall receive or possess no right, title, or interest in any modifications, updates, or customizations except for its license to use the Applications as expressed herein.

e. TeamDynamix may issue to Client or may authorize a Client administrator to issue, a password for each User to use Client's account for which Client has paid the applicable fees to TeamDynamix. Client is responsible for maintaining the confidentiality of all usernames and passwords and for ensuring that each username and password is used only by an authorized User. Client is solely responsible for any and all usage of the Applications through the use of names and passwords. Client agrees to promptly notify TeamDynamix of any unauthorized use of Client's account or any other breach of security suspected or known by Client. TeamDynamix shall have no liability for any loss or damage arising from Client's failure to comply with these requirements.

f. Client hereby grants all such rights and permissions in or related to Client data to TeamDynamix as are necessary or useful to perform the services contemplated by the Applications and as necessary for TeamDynamix to enforce its rights under this Agreement. The parties expressly agree that, with respect to any Client data actually processed by TeamDynamix pursuant to this Agreement, Client is the data controller

and TeamDynamix is a data processor. All Client data shall remain on servers located in the United States; provided however, that Client acknowledges and agrees that, upon Client's direction within the Applications, Client data may be transferred outside the country where it is located if and as necessary to effect the transfer of such Client data as established by Client's API policies and procedures in the Applications, in which case Client is solely responsible for ensuring that it is lawfully entitled to transfer and authorize TeamDynamix to transfer the relevant Client data to TeamDynamix so in accordance with this Agreement. Client will ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.

g. Client will not transfer any protected health information (as defined under the Health Insurance Portability and Accountability Act ("HIPAA")) or confidential information under the Family Education Rights Privacy Act ("FERPA") to TeamDynamix without the prior written consent of TeamDynamix. If the activities permitted by TeamDynamix under this Agreement render TeamDynamix a Business Associate under HIPAA, TeamDynamix and Client shall execute a Business Associate Agreement . In the event that a Business Associate Agreement becomes necessary, the Client shall promptly notify TeamDynamix and the Parties shall negotiate such Business Associate Agreement in good faith in order to ensure such Business Associate Agreement does not breach applicable law (including HIPAA regulations and 45 C.F.R. Part 164, as amended). Client agrees that it shall not utilize iPaaS, Conversational AI, or Generative AI products (unless Client has been notified by TeamDynamix that HIPAA-compliant functionality has been added to iPaaS, Conversational AI, or Generative AI products, as applicable) to process protected health information or transfer such protected health information to TeamDynamix. TeamDynamix disclaims all liability for breaches under HIPAA, FERPA, or the promulgated regulations thereunder to the extent such breaches were caused in any way by Client, or Client's employees, agents, officers, or directors or in breach of this **Section 12(g)**.

h. The Client is solely responsible for encrypting Client data and/or regulated personally identifiable information being transferred into or out of the Applications, including by setting, managing, monitoring, and enforcing the applicable policies with respect to the encryption of such. For the avoidance of doubt, TeamDynamix implements appropriate security measures, including encryption, for Client data at rest and in transit when such data is within the Applications.

i. Client acknowledges that an Applications may require the installation of a local agent on Client Equipment. The purpose of such agent is to communicate hardware details, login events, and software use to the server; provide access to the admin console, enable the Client to limit access to such Applications for varying periods of time; make available an odbc driver library that allows programs to report to the server using SQL, and ensure that reports that have been saved in TeamDynamix's format may be accessed.

j. The Applications may contain features designed to interoperate with either on-premise or hosted Client or third party applications (excluding the Applications) (collectively, "Integrated Third-Party Applications"). Client is solely responsible for obtaining and maintaining access to Integrated Third-Party Applications from the applicable providers. TeamDynamix is not liable to Client hereunder and shall not provide Client with any refund, credit, or other compensation for any errors, delays, downtime, or nonperformance of the Applications caused by the temporary or permanent unavailability of the Integrated Third-Party Application, or if Client terminates Client's subscription or license to the Integrated Third-Party Application. If Client establishes an integration between the Integrated Third-Party Application and an Application made available via a cloud implementation, Client hereby authorizes TeamDynamix to access and transmit Client data to and/or from the Integrated Third-Party Application during the Term and subject to TeamDynamix's other obligations under this Agreement incident to such transfer, provided, further, that Client acknowledges that no Client data will be stored by TeamDynamix during or as a result of such integration. TeamDynamix is not responsible for any disclosure, modification, or deletion of Client data occurring in or caused by an Integrated Third-Party Application.

k. TeamDynamix holds all right and title to Resultant Data. Notwithstanding the terms of **Section 8** herein, Client hereby consents to TeamDynamix's utilization of such Resultant Data for purposes of operating TeamDynamix's business and improving its products and relinquishes all right and/or license thereto. For purposes of this Agreement, "Resultant Data" means aggregated and anonymized (i) data and information related to Client's use of the Applications including to compile statistical and performance information related to the provision and operation of the Applications and (ii) outputs and results of the use of Conversational AI or Generative AI products, such as automatically-generated text or voice responses to inquiries submitted to

a Conversational AI ChatBot or results of a Generative AI request, and tagged, labeled and categorized text and other similar metadata that is used to train and improve Conversational AI ChatBot or Generative AI product's performance.

13. **Data Retention; Data Recovery Services**. TeamDynamix maintains at least thirty (30) consecutive calendar days of backups to Client data. Data recovery services may be purchased by Client and, if purchased, will be billed to Client at standard hourly rates. TeamDynamix expressly disclaims any obligation to maintain deleted data beyond the scope set forth in this **Section 13**, including any obligation to maintain backups to Client data beyond thirty (30) consecutive calendar days.

14. **Defaults.**

    a. In the event either Party defaults under this Agreement, the non-defaulting Party may notify the defaulting Party in writing and allow that Party a reasonable opportunity to cure said default, such opportunity not to be less than fifteen (15) calendar days. If said default is not remedied within such cure period, the non-defaulting Party shall then have the right to terminate this Agreement immediately in accordance with **Section 15(a)** and this **Section 14**.

    b. For purposes of this Agreement, a default shall have occurred with respect to either Party if such Party (i) fails to fully and timely perform or comply with, or materially breaches, any material term or condition of this Agreement, (ii) ceases to do business as a going concern, (iii) makes a general assignment for the benefit of creditors, (iv) files for insolvency, bankruptcy, or seeks to enter receivership, (v) authorizes, applies for, consents to, or has proceedings commenced against it to appoint a trustee or liquidator for all or a substantial part of its assets which is not resolved within (30) days of such commencement, or (vi) violates the confidentiality provisions of this Agreement set forth in **Section 8(a)** hereof.

15. **Termination Rights; Effect of Termination.**

    a. Either Party may terminate this Agreement upon an uncured default of the other Party to this Agreement as set forth and in accordance with **Section 14** of this Agreement.

    b. A termination or expiration of this Agreement shall not, with respect to the terminated or expired services, release either Party from its obligations under **Section 5**, **Section 8(a)-(c)**, **Section 13**, **Sections 16-31**, and **Sections 33-34** which shall remain binding upon each Party until expressly released in writing by the other Party. Upon termination or expiration, Client shall (i) immediately cease utilizing TeamDynamix's intellectual property; (ii) delete, destroy, or return all copies of items constituting such intellectual property and (iii) upon receipt of a request from TeamDynamix, certify that it has complied with the terms of this Section. In the event of termination or expiration, TeamDynamix agrees to provide access for two (2) client resources via existing TeamDynamix User accounts to manually download through existing export and download capabilities Client intellectual property stored on TeamDynamix's host systems for thirty (30) days beginning on the date of termination or expiration. TeamDynamix will purge all Client data stored on TeamDynamix's host systems during the first available maintenance window after thirty (30) days from the effective date of termination or expiration.

    c. If Client terminates this Agreement pursuant to **Section 15(a)**, Client will be relieved of any obligation to pay any fees pursuant to **Section 5** attributable to the period after the effective date of such termination (and TeamDynamix shall refund to Client any fees paid in advance for services that TeamDynamix has not performed as of the effective date of termination (on a pro-rata basis)).

    d. If TeamDynamix terminates this Agreement pursuant to **Section 14(a)**, all fees that would have become payable to TeamDynamix had this Agreement remained in effect until the expiration of the Term (as if such earlier termination had not occurred) will become immediately due and payable, and Client shall pay such fees, together with all previously-accrued and not yet paid fees and expenses.

    e. Upon termination or expiration of this Agreement, Client's license to access and use the Applications shall be extinguished except as provided herein.

16. **Intentionally Omitted.**

17. **Intentionally Omitted**.

18. **Intentionally Omitted.**

19. **Limitation of Liability.**

    a. To the extent permitted by law, the total, cumulative liability of each Party arising out of or related to this Agreement or the services provided hereunder, whether based upon contract, in tort or any other legal or equitable theory, including those related to privacy law, shall be limited to the amounts paid by Client for the service giving rise to the claim during the twelve (12) month period preceding the first event giving rise to the liability. The existence of more than one claim shall not enlarge this limit. The foregoing limitation of liability shall not apply to: (i) bodily injury or death; and (ii) Client's obligation to pay amounts owed for services provided hereunder.

    b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOST PROFITS, LOST BUSINESS REVENUE, COST OF REPLACEMENT SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS AND REGARDLESS OF WHETHER ANY CLAIM FOR SUCH RECOVERY IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY). EACH PARTY HEREBY WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ANY AND ALL CLAIMS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

20. **Community Works**. Client may build or create derivative works of certain components within the iPaaS Application, namely: (i) "connectors" that allow Users to access, use, and update data; and (ii) "flows" that allow Users to add, subtract, or transform data between and among Client's systems within the iPaaS Application (the "Community Works") for distribution and sharing with other iPaaS Applications users in the community area of the iPaaS Application (the "TeamDynamix Community"). Users within the TeamDynamix Community are able to browse connectors and flows that other Users have posted to add to their own libraries and allow efficiencies by appropriating work that has already been done by other Users within the TeamDynamix Community. Other than TeamDynamix's permission to Client for Client to distribute Community Works in the TeamDynamix Community, Client shall continue to be bound by the restrictions set forth in **Section 12** of this Agreement with respect to the creation and usage of Community Works.

    a. Intellectual Property Rights. TeamDynamix owns all right, title, and interest in and to the Community Works, including all intellectual property rights therein. Client shall not acquire any right or interest in or to the Community Works except for the rights to use the Community Works as set forth in this Agreement. To the extent that any intellectual property rights in Community Works vest in Client, Client shall assign any and all of such intellectual property rights to TeamDynamix, and, upon TeamDynamix's request, make any required filings or undertake actions required to effect such assignment.

    b. Disclaimer. **If Client uses any Community Works posted in the TeamDynamix Community, Client does so entirely at its own risk and such Community Works are provided "AS IS" with all faults.** TEAMDYNAMIX SHALL HAVE NO DUTY OR OBLIGATION TO INVESTIGATE, VET OR OTHERWISE APPROVE ANY COMMUNITY WORKS POSTED BY ANY USER OR ANY THIRD PARTY AND CLIENT HEREBY RELEASES TEAMDYNAMIX, ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNS FROM ALL LIABILITY ARISING OUT OF CLIENT'S USAGE OF ANY COMMUNITY WORKS AND ACKNOWLEDGES THAT TEAMDYNAMIX AND ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNS SHALL HAVE NO OBLIGATION TO INDEMNIFY CLIENT FROM AND AGAINST ANY CLAIMS OR LIABILITY OF ANY KIND RELATED TO CLIENT'S USAGE OF THE COMMUNITY WORKS. WITH RESPECT TO COMMUNITY WORKS, TEAMDYNAMIX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND TEAMDYNAMIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, TEAMDYNAMIX MAKES NO WARRANTY OF ANY KIND THAT THE COMMUNITY WORKS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE. THE FOREGOING DISCLAIMERS WITH

RESPECT TO COMMUNITY WORKS SHALL SUPERSEDE ALL OTHER WARRANTIES PROVIDED IN THIS AGREEMENT OR OTHERWISE.

21. **Artificial Intelligence Tools.**

a. Artificial Intelligence ("AI") tools, such as Conversational AI and Generative AI, are designed to process and generate language responses and outputs based on the input received, including materials that the Client has provided to improve the tool's performance. While AI tools can provide helpful insights, responses, and outputs, they can sometimes provide inaccurate information. TeamDynamix provides these AI tools as is and disclaims any and all warranties for and any and all liability related to any AI tool's inaccurate answers or any output not related in any way to the services (including but not limited to self-harm, physical emergencies, or disasters).

b. AI tools are generally not equipped nor designed to discern whether information or data is confidential or sensitive. Accordingly, Client should exercise extreme caution when inputting data into an AI tool. TeamDynamix provides these AI tools as is and disclaims any and all warranties for and any and all liability related to the AI's use, misuse, or disclosure of personal data, confidential business data, or any other proprietary, confidential, or sensitive data or information that Client or its User uploaded to the AI tool or allowed the AI tool to access. TeamDynamix further disclaims any and all warranties for and any and all liability related to improper configurations that do not protect personal data, confidential business data, or any other proprietary, confidential, or sensitive data or information.

c. Licenses to Conversational AI Applications include (i) the right to copy and deploy the HTML / Javascript code provided by TeamDynamix. Licenses to Conversational AI Applications may be limited to specific departments or sites as indicated on Exhibit A, and Client shall not permit the use of Conversational AI Applications for any other purposes other than to support the designated departments or sites.

d. TeamDynamix's AI tools can utilize a variety of different types of data in order to provide outputs. For example, Clients may choose to create Conversational AI training data from Client's historical TeamDynamix ticket data (the "Ticket Data"). Such types of data could also include, but are not limited to, service management data, knowledge data, asset data, project and portfolio management data, resource data, workflow data, client portal data, application data, Conversational AI data, Generative AI data, automation and integration data, Resultant Data, and historical data. By providing data to a TeamDynamix AI tool, Client represents and warrants that it has all necessary rights to upload said data to the AI tool or to allow the AI tool to access said data. Client further grants to TeamDynamix a non-exclusive, irrevocable license to utilize all data that it uploads to the AI tool or any data to which it allows the AI tools access to provide the Client with services. Client is solely responsible for providing any legally adequate notices to and obtaining any consents from individuals and all third parties for TeamDynamix to perform its rights and obligations under this Agreement.

e. Client will not, and will not allow any third party to, use TeamDynamix's AI tools or outputs from TeamDynamix's AI tools to, directly or indirectly, develop or improve a similar or competing product, service, or technology. Client furthers acknowledges that TeamDynamix disclaims any and all liability for Client's use of connectors or flows that access or utilize AI tools or their outputs not offered by TeamDynamix.

f. TeamDynamix's AI tools leverage third-party AI solutions to provide services to the Client. When TeamDynamix utilizes an instance of a third-party AI, then any data the Client uploads to the AI tool or which it allows the AI tool to access shall be transferred from TeamDynamix to said third party to provide the service. **Exhibit D** identifies any such third-party AI solutions being utilized at the time of the execution of this Agreement. TeamDynamix agrees that if it changes the third-party AI solution to something other than that identified in **Exhibit D** or adds to the third-party AI offerings, then it will notify Client of that different third-party AI solution to which the Client's data may be transferred. TeamDynamix agrees that it will not change to nor transfer the Client's data to a third-party AI solution that materially diminishes the level of security and confidentiality of the Client's data from that offered by the then current third-party AI solution at the time of the proposed change or transfer. By signing this Agreement and utilizing and/or purchasing AI tools, Client consents to the transfer of its data to any third-party AI solution TeamDynamix identifies and accepts any terms and conditions the third-party AI solution may require.

22. **Independent Contractors.** The relationship between the Parties created by this Agreement is that of independent contractors and not partners, joint venturers, agents, or employees.

23. **Governing Law.** This Agreement will be construed as having been made in, and will be governed in accordance with, the laws of the State of Florida, excluding any applicable conflict or choice of law provisions.

24. **Force Majeure.** Except to the extent of the Client's obligation to make payments hereunder, no Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including without limitation: strikes, lock-outs, or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of god, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a "Force Majeure Event"). The Party suffering a Force Majeure Event shall (a) notify the other Party of the Force Majeure Event as soon as possible and (b) use reasonable efforts to mitigate the effects of such Force Majeure Event.

25. **Entire Agreement.** This Agreement, including all Exhibits hereto, constitutes the entire agreement of the Parties hereto and supersedes all prior agreements, negotiations, representations, proposals, discussions, and communications, whether oral or in writing, relating to its subject matter.

26. **Modification/Waiver; Severability; Interpretation.** No modification of this Agreement or an Exhibit, and no waiver of any breach of this Agreement or Exhibit will be effective unless in writing and signed by an authorized representative of the Party against whom enforcement is sought. No waiver of a breach of this Agreement or any Exhibit or the failure of either Party to exercise in any respect any right provided for under this Agreement shall be construed a waiver of any subsequent breach of this Agreement or any Exhibit. No course of dealing between the Parties shall be construed as a waiver of any breach of this Agreement or any Exhibit. The provisions of this Agreement and the Exhibits are severable. If any provision of this Agreement and the Exhibits is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be interpreted or construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement. Section headings are provided for convenience only and are not to be used to construe or interpret this Agreement. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."

27. **Assignment.** A Party may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation or law, or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed; provided that a Party may assign without such consent in connection with a merger, acquisition, or sale of substantially all of such Party's assets. Any purported assignment which is not made in compliance with this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

28. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries under this Agreement.

29. **Attorneys' Fees.** Each Party is responsible for its own attorney's fees and other legal costs.

30. **Identification of Client Relationship.** Client grants to TeamDynamix the right to orally (a) identify Client as a customer of TeamDynamix with prospective customers of TeamDynamix and (b) share the functionality leveraged by Client with prospective customers of TeamDynamix.
31. **Intentionally Omitted.**

32. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument.

33. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "notice") must be in writing and addressed to the parties at the addresses set forth on the second page of this Agreement (or to such other address that may be designated by the Party giving notice from time to time in accordance with this section). All notices must be delivered by personal delivery, nationally recognized overnight courier, certified mail, return receipt requested, or e-mail (with confirmation of transmission). Any email notices to TeamDynamix hereunder shall be sent to legal@teamdynamix.com. Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving Party; and (b) if the Party giving the notice has complied with the requirements of this section.

34. **Authorized Contract Participation.** In accordance with the Client's Rules Governing Procurement of Goods, Services, Insurance and Cooperative Procurement, it is the intent of this solicitation to allow any public body, public or private health or educational institutions, or Client's affiliated agencies and/or corporations, access and use of any subsequent contract(s), as authorized by TeamDynamix, provided such entities are located within the same state or territory as Client's principal place of business.

    Participation in this cooperative procurement is strictly voluntary. If authorized by TeamDynamix, any resultant contract(s) may be extended to the entities as indicated above to purchase at then-current contract prices in accordance with contract terms and conditions. TeamDynamix shall notify Client in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate, unless an amendment to the material terms of this contract is made. Participating entities shall place their own orders directly with TeamDynamix, and shall fully and independently administer their use of the contract(s), including contractual disputes, invoicing and payments, without direct administration from Client. Client shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by TeamDynamix to extend participation and use of the contract. It is understood and agreed that Client is not responsible for the acts or omissions of any other entity participating in this cooperative procurement, and will not be considered in default of such new contract no matter the circumstances.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

TeamDynamix Solutions LLC	**Polk County, a political subdivision of the State of Florida**
Signature	Signature_____
Print Rod Mathews	Print_____
Title CEO	Title_____
Date December 1, 2025	Date_____

Exhibit A: License Payments and Pricing

Table 1.1
All Prices Listed in USD

License Pricing - 60 Month Agreement					
Cost Items	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Universal User- 65 Licenses- Includes Conversational AI for IT Team Member (Time Tracking) - 5,000 Licenses	$ 57,500.00	$ 59,225.00	$ 61,001.75	$ 62,831.80	$ 64,716.76
Licensing Totals:	**$ 57,500.00**	**$ 59,225.00**	**$ 61,001.75**	**$ 62,831.80**	**$ 64,716.76**

NCPA/Omnia pricing is based on the Software and SaaS Solutions RFP#39-20 agreement #01-121 executed on 12/8/2020. The Omnia website that houses all the information related to our contract and the awarded RFP can be found here: https://www.omniapartners.com/suppliers/teamdynamix/public-sector/contract-documents#contract-1615.

License Descriptions: The following section outlines the TeamDynamix Applications and associated license types available under this Agreement. These descriptions are intended to support the Client's understanding of the licensed capabilities referenced in Exhibit A. Any upgrades to an Application during the Term of the Agreement shall be included at no additional cost to the Client.

Work Management Application	
TeamDynamix Work Management is a unified platform combining Project Portfolio Management (PPM), IT Service Management (ITSM), and Enterprise Service Management (ESM) functionalities as further described in this Section. . The platform provides a central system for managing diverse work types across an organization and it offers customizable workflows, automated processes, reporting, and integrations with other systems. PPM covers project lifecycles from planning to completion, including resource and risk management tools. ITSM capabilities include incident, problem, change, and service request management. ESM extends the platform's use to non-IT departments like HR and facilities, enabling them to manage their department specific service workflows.	
Work Management License Types	
Universal	Designed to allow a specific quantity of users access to the TeamDynamix Application while allowing the Client the ability to maintain flexibility with the level of access each user has. A Universal License can be applied to any type of individual that requires access to TeamDynamix and roles can be set up with security provisions for different types of uses and Administrators can freely distribute access to the system, as necessary, without the limitation of a license type. Example of a Universal License: an Executive-level user that needs access to reporting wants to create reports and review project governance activities or a service desk Technician that must manage every aspect of the ticketing life cycle.
Team Member	Designed for users who primarily work on project tasks and issues as assigned by a project manager. Such users are designated as "Team Members", and they work on one or more projects or assignments defined within a plan as part of a larger project. The Team Member License includes tracking time and expenses against projects Example of a Team Member License: An employee of the Client that is a participant on a project and is assigned tasks within the project plan.
Client	This license is designed for users who only need the ability to access the Client Portal and its applications (e.g. Service Catalog, Knowledge Base). Client Portal users can also view relevant project information, such as plans, issues, and risks. Example of a Client License: A stakeholder in a project needs to be able to view plans, issues and risks. An end-user in an organization that only needs to submit service requests and browse the knowledge base. Exclusions: Any user that requires the ability to modify, respond, manage, delete, or otherwise change any aspect of the Client Portal and its applications.
Conversational AI (CAI) Application	
TeamDynamix Conversational AI (CAI) is a multi-channel chatbot platform designed to automate interactions and improve customer service. It enables organizations to build and deploy AI-powered chatbots that handle common inquiries, provide support, and guide users through processes. Key features include pre-built conversation flows, integration with other TeamDynamix Applications, and reporting tools to track chatbot performance. TeamDynamix Conversational AI aims to enhance user experience, reduce support costs, and provide 24/7 availability.	
Conversational AI License Types	

Departmental	Department-specific content refers to information directly related to managing, delivering, or supporting the services and operations of the designated department. This includes content that supports the primary objectives of departmental management. Example of Departmental License: Processes for resolving department specific issues, request management, such as tracking, resolving, and analyzing departmental requests for a specific department's services. An Information Technology (IT) department, for example, would encompass all departmental, functional, knowledge, subject matter and information related to IT services or operations, such as, processes for system access, system access issues, IT system status, and IT incident management. Exclusions: Processes for any department other than the designated department would also be excluded.

Vanity URL Application
The Vanity URL License allows for a custom domain name (e.g., solutions.yourcompany.com) to access the TeamDynamix Work Management platform instead of a standard subdomain (e.g., yourcompany.teamdynamix.com). Client is responsible for registering and managing the domain and configuring DNS records as instructed, while TeamDynamix provides the necessary subdomain information, manage the SSL certificate, and ensures the Vanity URL resolves correctly.
Licensing Description for Vanity URL

Single	This license allows for a client-specific URL residing within its own domain to be applied to the TeamDynamix Work Management application. By default, the URL to the TeamDynamix solutions falls within teamdynamix.com (e.g. *clientname*.teamdynammix.com) but can be modified with a Vanity URL license (e.g. servicedesk.*clientdomain.edu*).

Application General Exclusions
In addition to the Application specific exclusions set forth above and notwithstanding anything to the contrary in the Agreement, all of TeamDynamix's Applications are subject to the exclusions set forth in this Section. None of TeamDynamix's Applications include: a. New product lines acquired or offered after the execution of this Agreement unless specified by TeamDynamix, b. Additional campuses, locations, sites, or departments acquired by Client after the execution of this Agreement unless specified by TeamDynamix, or c. Access to any other TeamDynamix Applications unless specified in this Agreement. It is important to note that specific terms relating to the various Applications may be outlined in more detail within the Agreement.

1. **Invoices and Fees**. All license fees included in this Agreement will be billed annually on one invoice based on the pricing set for the in this **Exhibit A**. The first payment of $57,500.00 will be invoiced upon execution of this Agreement and will be due net 45. The second payment of $59,225.00 will be invoiced on the 12 month anniversary of the date of this Agreement and will be due net 45. The third payment of $61,001.75 will be invoiced on the 24 month anniversary of the date of this Agreement and will be due net 45. The fourth payment of $62,831.80 will be invoiced on the 36 month anniversary of the date of this Agreement and will be due net 45. The fifth payment of $64,716.76 will be invoiced on the 48 month anniversary of the date of this Agreement and will be due net 45. If additional licenses are purchased pursuant to a purchase order, the amounts due pursuant to such purchased licenses shall be added to the payment amounts described under this **Section 1**.

2. **Purchase Orders.** If Client requires a Purchase Order (PO) for payment of invoices, please email PO numbers to **accounting@teamdynamix.com**.

   Please provide contact information for individual responsible for POs:
   Name _____
   Email _____

   Please provide contact information for individual responsible for inbound invoices:
   Name _____
   Email _____

3. **ACH Payments.** Electronic Payments (ACH) should be remitted to:

   TeamDynamix Solutions LLC
   c/o PNC Bank
   2 Tower Center Blvd.
   East Brunswick, NJ 08816

   Routing number: 031207607
   Account number: 8026397508

   Please contact **accounting@teamdynamix.com** if you require an ACH authorization form.

4. Additional License Fees. Any additional license fees will be invoiced on the effective date and will be due net 45. Additional purchases of licenses, during the Term, can be purchased at the cost identified in Table 1.2 below and purchased pursuant to a purchase order in form reasonably acceptable to TeamDynamix:

Table 1.2 SaaS Licensing

Add-On License Fees Per License	Year 1	Year 2	Year 3	Year 4	Year 5
Universal User	$ 436.16	$ 449.25	$ 462.72	$ 476.60	$ 490.90

   a. Proration of Add-On Licenses. If additional licenses are purchased by Client pursuant to a purchase order, Client will be invoiced for the prorated (on a 365 day basis) amount due for such purchases in accordance with **Section 1**.

   b. License Amount. In the event that additional licenses are purchased by Client pursuant to a purchase order, the Table 1.1 will be deemed to be updated to include the additional purchased licenses. The amount of licenses purchased by the Client and set forth on **Exhibit A** shall not be reduced unless the Agreement is amended by the mutual written agreement of the Parties hereto.

Exhibit B: Service Level Exhibit

Capitalized words not defined herein shall have the same meaning as set forth in the License Agreement (the "Agreement") between TeamDynamix Solutions LLC ("TeamDynamix") and the counterparty to such Agreement (the "Client").

1. **Service Levels**. Subject to and conditioned upon the compliance of Client and its Users with the terms and conditions set forth in Agreement, Client shall have the right to the benefit of the system uptime provisions set forth in this Service Level Agreement (the "SLA").

    a. "Uptime" means the ability of Client to log into the Applications. "Downtime" is a period of time when the site hosted by TeamDynamix is not operating as designed and Client cannot log into the Applications as a result thereof.

    b. TeamDynamix guarantees Uptime of 99.75%, excluding Downtime that is the result of any Exception described below in **Section 1(c)** of this SLA, during each monthly period of the Term (each, a "Measurement Period"). In the event that TeamDynamix breaches this Uptime guarantee during a Measurement Period, TeamDynamix shall provide Client with credit for the amount of time that the breach continues ("Downtime Credit"), in an amount equal to 3% of the Daily Fee per 15-minute increment that TeamDynamix is in breach, pursuant to this **Section 1**. For purposes of this **Section 1**, "Daily Fee" shall be calculated by dividing the annualized license costs set forth in the Agreement by 365. Downtime Credit may be paid by TeamDynamix via a credit to Client's subsequent annual license invoice in the amount owed pursuant to this **Section 1**. The Downtime Credit described in this **Section 1** shall be Client's sole and exclusive remedy and TeamDynamix's sole and exclusive liability for any breach of the obligations set forth in **Section 1** of this SLA.

    c. **Exceptions to Uptime:** The following (each, an "Exception") shall each suspend TeamDynamix's Uptime guarantee while in effect and shall not be considered a breach of TeamDynamix's Uptime guarantee:

        i. scheduled maintenance, scheduled upgrades, and emergency patches, so long as such scheduled maintenance, scheduled upgrades, and emergency patches occur outside of business hours and with notice to Client;

        ii. a failure or malfunction resulting from scripts, data, applications, equipment, or services provided and/or performed by Client;

        iii. outages initiated by TeamDynamix or its third party providers at the request or direction of Client for maintenance, back up, or other purposes;

        iv. outages resulting in failure, interruption or other problem with any software, hardware, system network, facility, or other item not supplied by TeamDynamix;

        v. events resulting from an interruption or shut down of the services due to circumstances reasonably believed by TeamDynamix to be a significant threat to the normal operation of the Service, the facility from which the Service is provided, or access to or integrity of Client data (e.g., a hacker or a virus attack);

        vi. outages due to system administration, commands, file transfers performed by Client representatives;

        vii. other activities Client directs, denial of service attacks, and internet connectivity failures;

        viii. Force Majeure Events;

        ix. Client's negligence or breach of its material obligations under the Agreement; and

        x. a lack of availability or untimely response time of Client to respond to incidents that require its participation for source identification and/or resolution.

Exhibit C: Professional Services

PROFESSIONAL SERVICES ADDENDUM

This Professional Services Addendum ("Addendum") is an exhibit to, and addends, the License Agreement ("Agreement"), of even date as the Agreement by and between TeamDynamix Solutions LLC, a Delaware limited liability company ("TeamDynamix"), and Polk County, a political subdivision of the State of Florida, ("Client"). TeamDynamix and Client may be referred to in this Addendum, individually, as "Party" and, collectively, as "Parties".

1. **Scope and Performance of Professional Services.** TeamDynamix agrees to provide the Professional Services identified in written statements of work attached hereto setting out TeamDynamix's compensation, deadlines and additional terms and conditions applicable to specific engagements, if any, and such other details as the Parties may deem appropriate and in such form as the Parties may agree (each, a "Statement of Work" or "SOW"). Statements of Work shall reference and be subject to the Agreement and this Addendum, shall be executed by the Parties, and shall form a part of and be incorporated into the Agreement and this Addendum. Client shall be permitted to purchase Professional Services pursuant to a purchase order provided that a compliant Statement of Work is attached to such purchase order.

2. **Order of Precedence.** This Addendum constitutes additional terms and conditions to the Agreement. The provisions of the Agreement shall prevail in the event of a conflict with provisions of this Addendum. In the event of a conflict between the terms and conditions of any SOW and this Addendum, the terms and conditions of this Addendum shall prevail. The provisions in an SOW dated later in time shall prevail in the event of a conflict with provisions in an SOW dated earlier in time.

3. **TeamDynamix Obligations.** Subject to and conditioned upon the compliance of Client with the terms and conditions of the Agreement and this Addendum, TeamDynamix shall use commercially reasonable efforts to provide Client with Professional Services. The professional staff of TeamDynamix will have the proper skill, training, and background necessary to accomplish their assigned tasks and shall perform the services contemplated by this Addendum in accordance with industry standards. TeamDynamix personnel physically located at Client's facilities, hereinto referred to as "On-Site", shall comply with all reasonable workplace standards and policies applicable to Client's employees, of which TeamDynamix is apprised of in writing in advance by Client, provided they are consistent with TeamDynamix's own business practices.

4. **Client Obligations.** While On-Site, Client will provide TeamDynamix with reasonable access to use Client's facilities, equipment, data and information that are necessary for TeamDynamix to perform Professional Services. Client will reasonably cooperate with TeamDynamix in the performance of Professional Services, provide reasonable working space to TeamDynamix personnel and reasonably cooperate with such personnel. Client shall respond promptly to any request of TeamDynamix to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for TeamDynamix to perform Professional Services in accordance with the requirements of this Addendum.

5. **Ownership.**

5.1 **Client Content**. Any and all software programs, databases, artwork, logos, graphics, video, text, data and other materials supplied by Client to TeamDynamix in connection with TeamDynamix's performance of any Professional Services ("Client Content") are and will at all times remain the sole and exclusive property of Client and its licensors. No right, title, or interest will be transferred from Client to TeamDynamix with respect to any of Client Content or Client's intellectual property rights therein, provided that Client hereby grants TeamDynamix a non-exclusive right and license to use and incorporate such rights into any Work Product solely for the purposes of providing the Professional Services hereunder. To the extent that Client has provided TeamDynamix with the same Client Content for use with AI tools as discussed in Section 21 of the Agreement, Section 21 and the license afforded to TeamDynamix in that Section shall control.

5.2 **TeamDynamix Content.** TeamDynamix shall retain and possess all right, title, interest, and ownership in and to any and all ideas, concepts, know-how, data processing techniques, software or documentation developed by TeamDynamix

personnel (alone or jointly with Client) in connection with Professional Services provided to Client, and it will be the exclusive property of TeamDynamix provided to Client as a part of the Professional Services described herein, and the Client shall have no right, title, interest, or ownership in or to such ideas, concepts, know-how, data processing techniques, software or documentation.

5.3 **Work Product**. As part of or in connection with the Professional Services, TeamDynamix and its employees will or may produce Work Product. "Work Product" includes all inventions, discoveries, processes, reports, plans, projections, budgets, software, data, technology, designs, documentation, innovations and improvements created, discovered, developed, compiled or prepared by TeamDynamix or its employees as part of or in connection with the Professional Services. Work Product includes any intermediate work product created in developing the final deliverables. TeamDynamix and Client agree that, except for any Client intellectual property, any and all Work Product shall be the sole and exclusive property of TeamDynamix, provided that TeamDynamix hereby grants Client a non-exclusive right and license to use the Work Product subject to the same terms and conditions as the license(s) provided under the Addendum for the product or service to which the Work Product relates. For the avoidance of doubt, TeamDynamix shall retain ownership of all intellectual property rights in products and services licensed or sold to Client under the Addendum and any derivative works of said products or services, subject to the licenses granted to Client under the Addendum.

6. **Payment.** The Professional Services fee shall be set forth in the SOW, and invoices shall be rendered in accordance with the payment terms set forth therein and subject to the general terms and conditions of **Section 5** of the Agreement.

7. **Travel.** Provided parties comply with Section 112.61 F.S., if applicable, for any On-Site Professional Services, Client will reimburse TeamDynamix for all, reasonable documented travel and documented out-of-pocket expenses (which shall comprise transport, accommodation and living expenses) incurred. U.S. General Services Administration (GSA.gov) per diem rates are followed for meals/incidentals. Scheduling On-Site engagements shall be approved in advance by Client, before travel costs are incurred.

8. **Non-Solicitation of Employees.** During the Term of the Agreement and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, in any manner solicit or induce for employment any person who is then in the employment or engagement of the other Party. A general advertisement or notice of a job listing or opening or similar general publication of a job search or availability to fill employment positions shall not be construed as a solicitation or inducement for the purposes of this **Section 8**, and the hiring of any such employee or independent contractor who freely responds thereto shall not be a breach of this **Section 8**.

9. **Warranty Disclaimer.** TEAMDYNAMIX WARRANTS THAT THE PROFESSIONAL SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER AND WITH PROFESSIONAL DILIGENCE AND SKILL, IN ACCORDANCE WITH THIS ADDENDUM AND THE DOCUMENTATION. IF THERE IS A MATERIAL BREACH OF THE ABOVE WARRANTY, TEAMDYNAMIX'S ENTIRE LIABILITY AND CLIENT'S ENTIRE REMEDY SHALL BE, AT TEAMDYNAMIX'S OPTION TO (I) MODIFY THE PROFESSIONAL SERVICES TO CONFORM TO THE TERMS OF THE SOW OR (II) PROVIDE A REASONABLE WORKAROUND SOLUTION WHICH WILL REASONABLY MEET CLIENT'S REQUIREMENTS.

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS **SECTION 9**, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS ADDENDUM, AND TEAMDYNAMIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

10. **Modification/Waiver; Severability; Interpretation.** No modification of this Addendum and no waiver of any breach of this Addendum will be effective unless in writing and signed by an authorized representative of the Party against whom enforcement is sought. No waiver of a breach of this Addendum or the failure of either Party to exercise in any respect any right provided for under this Addendum shall be construed as a waiver of any subsequent breach of this Addendum. No course of dealing between the Parties shall be construed as a waiver of any breach of this Addendum. The provisions of this Addendum are severable. If any provision of this Addendum is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisos will in no way be affected or impaired thereby. Section headings are provided for convenience only

and are not to be used to construe or interpret this Addendum. Whenever the words “include” or “including” are used in this Addendum, they will be deemed to be followed by the words “without limitation.”

11. **No Third Party Beneficiaries.** There are no intended third-party beneficiaries under this Addendum.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, on the date and year first above written.

TeamDynamix Solutions LLC	**Polk County, a political subdivision of the State of Florida**
Signature _____	Signature _____
Print Rod Mathews	Print _____
Title CEO	Title _____
Date December 1, 2025	Date _____

[Intentionally Left Blank – Statements of Work Follow]

Statement of Work

Introduction

Polk County, a political subdivision of the State of Florida (herein known as 'CLIENT'), located at 330 W. Church St., Bartow, Florida, wishes to implement the best-in-class solutions from TeamDynamix. In summary, the following capabilities are in-scope for this engagement:

- TeamDynamix Work Management Multi-Tenant SaaS Deployment with vanity URL
- TeamDynamix Conversational AI SaaS Deployment
- TeamDynamix Administration Foundations
- TeamDynamix Work Management Core Integrations
- TeamDynamix Work Management Basic Ticketing
- TeamDynamix Work Management Advanced Ticketing (includes Change Management)
- TeamDynamix Work Management Client Portal
- TeamDynamix Work Management Service Catalog
- TeamDynamix Work Management Knowledge Management
- TeamDynamix Work Management Asset/CI Register
- TeamDynamix Work Management Project Management Essentials
- TeamDynamix Work Management Advanced Project Portfolio Management
- TeamDynamix Work Management Reporting

Solution Environment

- TeamDynamix Software-as-a-Service (SaaS)

Implementation Approach

TeamDynamix Consulting Services has developed an implementation approach to maximize success and empowerment of its clients. The implementation will begin with a planning exercise to discuss specific factors which influence the timeline of the deployment. Following the planning exercise, CLIENT resources shall attend application training courses and learn how to configure the TeamDynamix applications. The training sessions are instructor-led, delivered online, and typically last 90-120 minutes. The number of sessions depends on the applications that are to be implemented. Each session may have pre-requisite videos and follow-up activities such as configuration steps and lab exercises.

Once the training courses conclude and CLIENT has completed the prerequisite configuration activities, one-on-one dedicated sessions with a TeamDynamix consultant(s) shall begin. CLIENT will meet regularly with a TeamDynamix consultant(s) to further build on knowledge from the training course and jointly configure the application(s) to meet specific requirements. Following configuration, training and go-live preparation steps will be completed. If defined during the planning exercise, additional phases may follow the initial go-live. If no follow-on phases have been defined, CLIENT is then introduced to Support and Customer Success and the implementation project is closed-out.

TeamDynamix implementation engagements begin approximately 4 weeks after this Statement of Work has

been fully executed. TeamDynamix shall make available its Consulting Services resources for the period-of-time established during the planning exercise. A typical implementation engagement spans between three (3) and six (6) months, depending on the complexity of requirements and CLIENT resource availability. Changes to timeline or scope may require a signed change order document and/or additional costs, especially if Consulting Services resources must be extended beyond the time-period agreed to during planning. If for some reason CLIENT chooses to place the implementation on-hold, TeamDynamix resources shall be reassigned to other projects.

The scope of services defined in this Statement of Work will remain valid for a period of 7 months from the date of execution, unless extended or modified through a mutually agreed-upon change order during the engagement. This timeframe is intended to allow for the full execution of the implementation plan, with contingency. If, during the planning phase, it is determined that additional time is required to complete the project, a revised expiration date will be established at that time. Upon reaching the expiration date all work described in this Statement of Work will be deemed complete. Any remaining or additional work will require a new agreement or change order.

Departments Included

CLIENT may wish to deploy TeamDynamix Work Management to multiple departments. Departments can be deployed simultaneously or in phases. If deployed in phases, CLIENT should plan for its primary TeamDynamix Work Management administrator to participate in all phases to ensure continuity and build upon knowledge gained in previous phases.

The following departments are considered in-scope for this engagement:
Information Technology

Key Contacts

The following individuals will serve as key contacts for the coordination of this engagement.

Polk County, a political subdivision of the State of Florida

Name: Doug Lewis
Title: Project Coordination Supervisor, Information Technology Division
Phone: 863-534-7585
Email: mailto:douglewis@polk-county.net

TeamDynamix Professional Services

Name: Aaron Crane
Title: Vice President, Operations
Phone: 614-340-3342
Email: acrane@teamdynamix.com

Scope of Services

Implementation Project Management
TeamDynamix and CLIENT shall jointly manage the implementation project. TeamDynamix shall take the lead on facilitating the sessions related to the application deployment. CLIENT shall manage its resources, sponsor/stakeholder expectations, and end-user communications. Members of TeamDynamix and CLIENT will work together on the specific project management-related items, such as: • Project background, objective and vision • Project scope • Team roles and responsibilities • Project timeline • Project management tools and communication plans • Outline tracking procedures for risks and issues • Determine future meeting cadence • Review deliverables and action items CLIENT Responsibilities: • Provide a project manager to coordinate with TeamDynamix resources. • Identify and coordinate other individuals involved in the project, such as Sponsor, Administrators, Technical resources, Process owners and other Subject Matter Experts. • Create and manage the documentation and plans required for CLIENT-specific project management processes. • Ensure its resources are completing activities and actions in a timely manner so that project timeline is met. TeamDynamix Responsibilities: • Provide resources to act as a project manager, application consultant, and technical lead. Resources shall work closely with CLIENT project manager to execute the implementation plan. • Meet with CLIENT project resources on a regular basis to discuss project status and review progress to plan. • Respond to and help address issues that arise in a timely fashion. • Help to ensure the overall success and completion of the project.
Core Setup
TeamDynamix consultants shall create a SaaS Production and Test (Sandbox) environment of the TeamDynamix Work Management application for CLIENT. The environments will be accessible via a to-be-determined CLIENT-specific URL (e.g. https://teamdynamix.clientdomain.com) and will exist within the TeamDynamix multi-tenant environment. CLIENT Responsibilities: • Provide an initial set of users that need access to the TeamDynamix application. • Create a DNS entry for the defined URL and map the entry to the TeamDynamix environment. TeamDynamix Responsibilities: • Perform environment setup tasks for a Production and Sandbox instance of the TeamDynamix application. • Create a certificate entry using Let's Encrypt for CLIENT vanity URL. • Provide CLIENT with System Access Information.

TeamDynamix shall create one iPaaS application instance for CLIENT within its SaaS infrastructure. CLIENT will access the application at https://us1.teamdynamix.com (U.S. customers) or https://ca1.teamdynamix.com (Canadian customers). Furthermore, TeamDynamix will help CLIENT install the iPaaS proxy server if it is necessary to execute scripts, jobs, queries, etc. that reside within CLIENT network. CLIENT Responsibilities: • Provide server (virtual or physical) for iPaaS proxy server installation. TeamDynamix Responsibilities: • Setup and configure all aspects of the TeamDynamix iPaaS solution in the SaaS infrastructure. • Provide CLIENT with System Access Information. • Provide server specifications for iPaaS proxy server.

TeamDynamix Work Management

Solution Workshops
TeamDynamix consultants will provide CLIENT access to the Solution Workshop Course(s). The purpose of the curriculum is to introduce CLIENT to the applications and to transfer knowledge related to each module. TeamDynamix consultants place an emphasis on transferring knowledge to CLIENT resources as a way to best address requirements. Activities covered in the workshop include:
Introduction to TeamDynamix: • Environment overview • Maintenance and release schedules • System Status • Solutions Client Portal
Administration Foundations: • Setting up additional Administrators • TeamDynamix security model • User groups • Account/Department values • Building locations and rooms
Core Integrations: • Methods of authentication to TeamDynamix • Email management • Managing people records • Microsoft Teams and Slack integration
Client Portal: • Branding and styling the Client Portal • Adding headers and footers • Client Portal pages • Site-level settings

Knowledge Management: • Creating knowledge base articles • Building categories • Knowledge-specific security roles • Article and category visibility settings • Notification templates
Service Catalog: • Defining and configuring services • Building service categories • Leveraging Ticket Type values • Configuring Service templates • Determining visibility permissions
Ticketing Essentials: • Ticket creation • Application security roles • Service forms • Custom attributes • Status values • Impact, Urgency, and Priority values • Source values • Ticket settings
Advanced Ticketing: • Service Level Agreements • Notification templates • Ticket and Task templates • Response templates • Satisfaction surveys • Automation rules • Workflows and workflow step types (e.g. Approval steps, Conditional steps)
Asset/CI Register: • Asset creation and relationships • Configuration items • Product models and types • Vendor configuration • Maintenance windows and change freeze periods • Asset contracts

Project Management Essentials:

- Project creation and updates
- Issues and Risks tracking
- Project briefcase
- Custom attributes
- Project sections
- Adding resources to projects
- Project plans and templates

Advanced Project & Portfolio Management (PPM):

- Building project requests and forms
- Project request evaluation workflows
- Project scorecards
- Project staffing and capacity planning
- Programs and Portfolios
- Time and Expense tracking

Reporting:

- Out-of-the-box reports
- Building reports with the Report Builder tool
- Scheduling reports
- Adding reports to desktops (i.e. Dashboards)
- Sharing reports and visibility settings

CLIENT Responsibilities:

- Fully participate in the Solution Workshops
- Review activities covered within each session topic and complete hands-on activities/lab exercises
- Assign appropriate resources to attend training and work on configuration tasks.
- Complete all pre-requisite activities prior to the start of one-on-one consulting sessions with CLIENT's assigned implementation team.
- Come prepared to each session in order to engage in discussions related to items above.
- Commit to spending time following training activities to continue building expertise.

TeamDynamix Responsibilities:

- Facilitate the solution training and provide guidance to CLIENT.
- Provide access to the Solution Workshop, agenda, and necessary materials.
- Support CLIENT through course activities, addressing questions and issues.
- Following the completion of Solution Workshop activities, assign consultant to CLIENT's implementation project to address specific requirements during configuration sessions.

Configuration

Following the solution workshop courses, TeamDynamix consultants shall facilitate configuration sessions to further demonstrate, transfer knowledge, and assist CLIENT System Administrators with implementing the application's capabilities. During configuration sessions, CLIENT and TeamDynamix shall discuss specific requirements and use cases applicable to CLIENT. TeamDynamix shall offer advice on how best to apply the application's feature-set.

Foundations Configuration: • Provide guidance to CLIENT on how best to further configure Foundational elements of TeamDynamix (e.g. Accounts/Departments, Security Roles, Locations, etc.) following the solution workshop course.
Core Integrations Configuration: • Work with CLIENT technical resources to configure Single Sign-on authentication via a SAML 2.0 Identity Provider. CLIENT must supply SAML metadata via a URL or the InCommon Federation so that TeamDynamix can establish a regular metadata synchronization process. • Work with CLIENT technical resources to configure up to three (3) inbound email monitors. In order to leverage this capability, CLIENT must provide an IMAP-enabled email account that supports OAuth authentication to which the email service can connect. IMAP is not necessary for email processing, but it is used by the TeamDynamix application for mailbox administrative purposes. Instructions and prerequisites shall also be provided by TeamDynamix during the implementation. • Support CLIENT TeamDynamix System Administrators when building additional email monitors, if applicable. • Work with CLIENT technical resources to configure the Email Replies monitor and Email Sender settings. • Coach and support CLIENT technical resources working on user synchronization activities. TeamDynamix has a file import listener utility that can be deployed in the CLIENT environment and will pickup dropped files (e.g. CSV, XLS). TeamDynamix can review and assist with the deployment of this utility if this is the desired approach.
Client Portal Configuration: • Provide guidance to CLIENT on how best to layout and design Client Portal. • Provide sample Client Portal layouts from similar implementations. • If possible, support CLIENT web developer assigned to Client Portal design
Knowledge Management Configuration: • CLIENT shall identify a list of up to twenty (20) knowledge base articles that shall be used as the basis of the Knowledge Management training and configuration activities. • TeamDynamix shall coach client on how best to apply the capabilities of the knowledge base application to configure up to twenty (20) identified articles. • CLIENT may add additional articles on its own timeline. If CLIENT desires additional assistance beyond twenty (20) articles, TeamDynamix can provide a separate scope of effort and input on how the implementation timeline may be impacted.
Service Catalog Configuration: • CLIENT shall identify a list of up to twenty (20) service offerings that shall be used as the basis of the Service Catalog training and configuration activities. • TeamDynamix shall coach client on how best to apply the capabilities of the Service Catalog application to configure up to twenty (20) identified service offerings. • CLIENT may add additional service offerings on its own timeline. If CLIENT desires additional assistance beyond twenty (20) service offerings, TeamDynamix can provide a separate scope of effort and input on how the implementation timeline may be impacted.

Ticketing Configuration: • Coach CLIENT on how best to apply essential ticketing features based on requirements and support the configuration effort. • Support CLIENT TeamDynamix System Administrators during form building exercise. • Provide best practice advice and support CLIENT when adding and managing custom attributes and cascading values.
Advanced Ticketing Configuration: • Provide guidance to CLIENT on how best to use the advanced ticketing capabilities based on requirements and support the configuration effort, to include Change Management. • Workflows can be used to support common business process such as on/off-boarding, major incident processes, and system change management. • Support CLIENT TeamDynamix System Administrators when building additional automation rules. • Support customizing notification templates and response templates.
Asset/CI Register Configuration • Coach CLIENT on how best to apply asset management features based on requirements and support the configuration effort. • Support CLIENT TeamDynamix System Administrators during form building exercise. • Assist CLIENT with deploying asset synchronization utility, if necessary. Asset synchronization utility can be deployed within CLIENT environment and connect to an asset data source (e.g. SCCM) for synching asset Register to TeamDynamix.
Project Management Configuration: • Coach CLIENT on how best to apply project management features based on requirements and support the configuration effort. • Support CLIENT building project templates, project types, custom attributes, and project surveys. • Demonstrate how best to use project management features within CLIENT environment.
Advanced Project & Portfolio Configuration: • Coach CLIENT on how best to apply the advanced PPM features based on requirements and support the configuration effort. • Support CLIENT when defining and building project request submission process. • Support CLIENT TeamDynamix Systems Administrators during project request workflow building exercise. • Share best practices for building programs and portfolios based on similar implementations of TeamDynamix. • Demonstrate best practices for time and expense tracking against the portfolio. • Assist with configuring the elements necessary for Resource Management, including Functional Roles and Resource Pools.
Reporting and Dashboards • Facilitate a reporting workshop session and demonstrate how to create reports, configure desktops/dashboards, schedule/share reports and discuss reporting best practices. • Provide common examples of key operational reports to aid CLIENT when making decisions on reporting. • Custom report development that does not use the built in report sources is not in-scope for the implementation.

CLIENT Responsibilities:

• Responsible for primary TeamDynamix configuration with support provided by TeamDynamix.
• Communicate desired state processes and make decisions on configuration options provided by TeamDynamix consultants.
• Assign resources with the availability and skill set required to work with the TeamDynamix suite of applications.

TeamDynamix Responsibilities:

• Coach and guide CLIENT through implementation to ensure the feasibility within the amount of time scoped.
• Assist CLIENT with configuration tasks when possible, to help maintain implementation momentum.
• Support configuration efforts and assist with importing configuration data, when possible (not all areas of the application support configuration imports). TeamDynamix is not responsible for any data cleansing or manipulation prior to the use of any import tools.

TeamDynamix Conversational AI

Solution Workshop
TeamDynamix consultants will provide training on the TeamDynamix Conversational AI solution in order to transfer knowledge to CLIENT administrators. This is achieved via a combination of video-based training, instructor-led sessions, lab exercises, and Q&A sessions. TeamDynamix consultants place an emphasis on transferring knowledge to CLIENT resources to build expertise with the solution. Activities covered in the training include:
Conversational AI: • Foundational administration/navigation • Security considerations • Conversation building • Advanced conversation design • Generative AI capabilities • Working with Knowledge Sets and Stores • Improving responses over time
CLIENT Responsibilities: • Complete initialization packet prior to training. • Assign appropriate resources to attend training and work on Conversational AI configuration tasks. • Fully participate in Conversational AI application training. • Review activities covered within each session topic and complete hands-on activities. • Come prepared to each session in order to engage in discussions related to items above. • Commit to spending time following training activities to continue building expertise. TeamDynamix Responsibilities: • Facilitate the solution training and provide guidance to CLIENT. • Provide CLIENT with session resources and track progress via implementation plan. • Share relevant experience from similar implementations. • Provide input on manners in which application may address CLIENT processes.

Conversational AI Configuration
Following the training sessions and CLIENT completion of post-training activities, for a period of approximately 30-45 days, TeamDynamix Consulting Services will work together with CLIENT to configure a single Conversational AI application.
CLIENT Responsibilities: • Determine initial set of Intents for the Conversational AI Information Technology application. • Provide 3-5 sample utterances for each Conversational AI Intent. • Determine appropriate responses and conversation flows. • Prepare documentation to be used in knowledge sources. • Determine where to deploy bot interfaces. • Decide on business processes to handle “Transfer to Live Agent” interactions. • Communicate business process changes to TeamDynamix ITSM users. TeamDynamix Responsibilities: • Provide insight and feedback on list of CLIENT-provided intents. • Oversee intent, utterance, and response configuration to ensure CLIENT is following best practices. • Guide CLIENT through setting up Generative AI capabilities of the Conversational AI application • Assist CLIENT with tuning the Conversational AI tool to help improve responses. • Setup the standard TeamDynamix ITSM Ticket creation from Conversational AI response scenario. • Determine appropriate meeting cadence during Conversational AI configuration period. • Respond to CLIENT questions and support CLIENT during Conversational AI configuration.

Implementation Closure

Solution Testing
CLIENT Responsibilities: • Create any necessary system test scripts and/or user acceptance test scripts required to meet internal testing requirements. • Plan and perform system and/or user acceptance testing. • Coordinate internal resources involved in the testing processes. TeamDynamix Responsibilities: • Provide go-live checklists and support client through configuration testing by responding and working to resolve issues. • Perform unit testing on any workflow or integration activities developed by TeamDynamix consultants.
Solution Training
TeamDynamix provides training services as part of its implementations to prepare TDNext users for go-live. CLIENT and TeamDynamix will work together to coordinate training for TDNext users. TDNext users training is accomplished via a combination of training sessions, workshops, standard training videos, and knowledge base articles. CLIENT Responsibilities: • Identify resources that shall be the TeamDynamix System Administrators.

• Ensure the availability of the designated System Administrators throughout the course of the implementation.
• Coordinate and communicate TeamDynamix training plan to TDNext users prior to training sessions.
• If TeamDynamix training is performed on-site, CLIENT must provide a training lab with internet-connected computers.
• Communicate business processes that are changing as a result of the implementation. Additionally, create any supplemental documentation to support the changing business processes.

TeamDynamix Responsibilities:

• Provide Administrative training to individuals (typically 1-3) assigned as TeamDynamix Administrators by CLIENT. Administrative training takes place throughout the implementation, not via a dedicated Administration training course.
• Provide up to 1 live, instructor-led TeamDynamix application training sessions. CLIENT and TeamDynamix will decide on the training agendas during the implementation planning process. CLIENT may record training sessions for internal-use only.
• Provide up to 1 open-house/workshop session (60-90 minutes each) for staff to receive answers to questions about the TeamDynamix application. CLIENT may record open-house/workshop sessions for internal-use only.
• Provide access to standard training support materials available at the time of implementation.

Go-Live Support

TeamDynamix and CLIENT shall collaborate on a go-live strategy during the implementation planning exercises. The project will be closed out either following a 30-day go-live support period of the last phase in the implementation phase, or the project expiration, whichever comes first.

CLIENT Responsibilities:

• Communicate the go-live strategy to key stakeholders and the user community.
• Determine how work items from legacy applications will be addressed post go-live.
• Provide access to resources and systems to support the go-live.
• Participate in project close-out meeting and take full ownership of the TeamDynamix configuration.
• Understand that future changes to TeamDynamix configuration are the responsibility of the CLIENT.
• Direct future questions and issues to the TeamDynamix Support organization

TeamDynamix Responsibilities:

• Provide early life support to quickly identify and provide resolution to issues.
• Facilitate project close-out meeting and ensure CLIENT has necessary information to maintain solution going forward.
• Ensure CLIENT has any necessary credentials and access information related to the configuration.
• Provide support information and make introductions to TeamDynamix Customer Success Representatives.

Out-of-Scope

The following items are considered out-of-scope:

- TeamDynamix iPaaS SaaS Deployment
- TeamDynamix ITAM - Software License Tracking & Hardware Lifecycle
- TeamDynamix Asset Discovery
- Configuration of the TeamDynamix solution not mentioned in the above Scope of Services
- Configuration of the TeamDynamix Conversational AI solution not mentioned in the above Scope of Services
- Conversion of historical ticket or project data from other solutions

Cost Summary

Description	Total
Total TeamDynamix Professional Services	**$15,000.00**

NCPA/Omnia pricing is based on the Software and SaaS Solutions RFP#39-20 agreement #01-121 executed on 12/8/2020. The Omnia website that houses all the information related to our contract and the awarded RFP can be found here: https://www.omniapartners.com/suppliers/teamdynamix/public-sector/contract-documents#contract-1615.

Payment Schedule

1. One third (33%) of total Consulting Services fees following the implementation planning phase or eight (8) weeks after the contract execution date, whichever comes first.
2. One third (33%) of total Consulting Services fees following the completion of configuration of TeamDynamix or sixteen (16) weeks after the contract execution date, whichever comes first.
3. Remaining percentage (34%) of total Consulting Services fees following the completion of End User Training activities or twenty-four (24) weeks after contract execution date, whichever comes first.

Acceptance

This Statement of Work is governed by the terms and conditions set forth in the Professional Services Addendum, which forms part of the Master Services Agreement between TeamDynamix and Client. In the event of any conflict between this Statement of Work and the Master Services Agreement, the terms of the Master Services Agreement shall prevail.

By signing below, CLIENT acknowledges that they have thoroughly reviewed and fully understands this Statement of Work. CLIENT agrees to the following:

- A complete and approved set of requirements is necessary before TeamDynamix Professional Services can begin any configuration or integration work.
- Any additional requirements introduced after approval may not be feasible to implement or may require a formal change order and additional services.
- Timely feedback and decision-making are essential to maintain the project schedule.
- CLIENT is responsible for the ongoing ownership and maintenance of any applications, configurations, or integrations delivered as part of this engagement. Future changes will require a separate Professional Services engagement.
- Active participation during and after training sessions is critical to CLIENT's success.
- Frequent meeting cancellations, no-shows, or changes to CLIENT-assigned project resources may impact the project timeline and could result in additional costs or schedule adjustments.
- This Statement of Work comes with an expiration date as defined in the Project Timeline section.

TeamDynamix Solutions LLC	**Polk County, a political subdivision of the State of Florida**
Signature	Signature _____
Print Rod Mathews	Print _____
Title CEO	Title _____
Date December 1, 2025	Date _____

Exhibit D: Microsoft Azure Terms & Conditions

Microsoft Azure Terms & Conditions

TeamDynamix's AI tools currently utilize the instance of OpenAI in the Microsoft Azure environment. Client expressly acknowledges and agrees to Microsoft's terms and conditions regarding the use of that instance and the transfer of its data to said instance. Those terms and conditions can be found at https://learn.microsoft.com/en-us/legal/cognitive-services/openai/code-of-conduct. Microsoft's privacy and security representations for its OpenAI instance can be found at https://learn.microsoft.com/en-us/legal/cognitive-services/openai/data-privacy?context=%2Fazure%2Fai-services%2Fopenai%2Fcontext%2Fcontext&tabs=azure-portal. Client acknowledges that TeamDynamix expressly disclaims any and all liability for Microsoft's compliance with said representations.

Microsoft may update or change its terms and conditions for use of the instance of OpenAI in in the Microsoft Azure environment or changes its privacy and security representations. TeamDynamix expressly disclaims any and all obligations to inform Client of any such updates or changes. TeamDynamix further disclaims any and all liability for any updates or changes Microsoft may make and Client's compliance with same. To remove all doubt, Client alone shall have the responsibility to check for and ensure its compliance with said update or changes.

TeamDynamix

- Limited help desk functionality
- Fragmented ticketing and asset management
- Lacks integration with project tracking

- Separate platform for project management
- No direct link to service requests
- Redundant data entry

- Unified platform for ITSM and project management, including asset and change management
- Streamlined workflows and reporting
- Improved user experience and efficiency
- Scalable for future needs

TeamDynamix gives us one platform that better supports staff, improves service quality, and replaces two systems with a single, stronger solution.

Client#: 98758 TEAMDYN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/11/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lynn Fosnaugh, CIC, CISR	
Huntington Insurance, Inc. 41 South High St., 6th Fl Columbus, OH 43215 888 576-7900	PHONE (A/C, No, Ext): 614-899-8543	FAX (A/C, No):
	E-MAIL ADDRESS: lynn.fosnaugh@huntington.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Co	20443
INSURER B : Travelers Casualty & Surety Co of Amer	31194
INSURER C : Arch Specialty Insurance Com.	21199
INSURER D : Scottsdale Surplus Lines	10672
INSURER E :	
INSURER F :	

INSURED
TeamDynamix Solutions LLC
1600 Dublin Road, Suite #200
Columbus, OH 43215

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			B6012034386	03/11/2025	03/11/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			B6012034386	03/11/2025	03/11/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			B6012036946	03/11/2025	03/11/2026	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB9W9845272415G	03/11/2025	03/11/2026	X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N / A		B6012034386	03/11/2025	03/11/2026	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			OHIO STOP GAP			E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Cyber/Prof Liab			C4LRV085275	03/11/2025	03/11/2026	$5,000,000/$25k ret	
D	Excess Cyber/Prof			EKH3563363	03/11/2025	03/11/2026	$5,000,000/-0- ret	

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

** Supplemental Name **

First Supplemental Name applies to all policies - TeamDynamix Solutions LLC

TeamDynamix Holdings, Inc.
TeamDynamix TopCo, LLC
Takeoff Acquireco, LLC
(See Attached Descriptions)

For Informational Purposes Only
Confers No Rights
Upon Any Specific Holder

CERTIFICATE HOLDER

For Info Purposes Only
Confers No Rights Upon
** Any Specific Holder**

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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Takeoff Intermediateco, LLC
Takeoff Topco, Inc.
TeamDynamix Holdco, Inc.

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Agenda Item R.19. 12/16/2025

SUBJECT

Approve annual Stop Loss reinsurance with Aetna for the self-insured Employee Health Plan for a one-year premium of $809,000.

DESCRIPTION

Polk County Government maintains a self-funded employee medical and pharmacy plan covering more than 8,000 participants across both the Board of County Commissioners and Constitutional Offices. To protect the health fund against catastrophic claims, the County purchases annual “stop loss” reinsurance. This policy currently reimburses the health fund for eligible claims that exceed the policy’s individual deductible for any covered participant.

Current Policy (Expiring 12/31/25)

- Carrier: Aetna
- Specific Deductible: $1,000,000
- Premium: $636,000

2026 Renewal Proposal (1/1/26 - 12/31/26)

Aetna has provided a firm renewal quote for 2026, maintaining all current coverage terms, including:

- Same individual stop loss deductible: $1,000,000
- Premium: $809,000
- Represents a 27.2% increase over the expiring premium, consistent with market expectations after multiple high-cost claims, including one member exceeding $3M in total claims in 2024 and another exceeding $1M in 2025.

Our health insurance consultants (Willis Towers Watson) solicited several quotes. Several national carriers declined to quote based on recent high-cost claim experience, and Aetna’s renewal remained the most competitive and financially favorable at the existing deductible level.

RECOMMENDATION

Request Board approval authorizing the Risk Management Director to bind stop loss reinsurance with Aetna, effective January 1, 2026, for a one-year premium of $809,000. The BoCC and all Constitutional Office representatives are in agreement with this recommendation.

FISCAL IMPACT

Funds are available in the Employee Health Insurance Fund.

CONTACT INFORMATION

Mark Thomas, Risk Management Director

(863) 534-5265

Stop Loss Procurement Results and Analysis

Prepared for Polk County

November 25, 2025

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3. Benchmarking
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Summary

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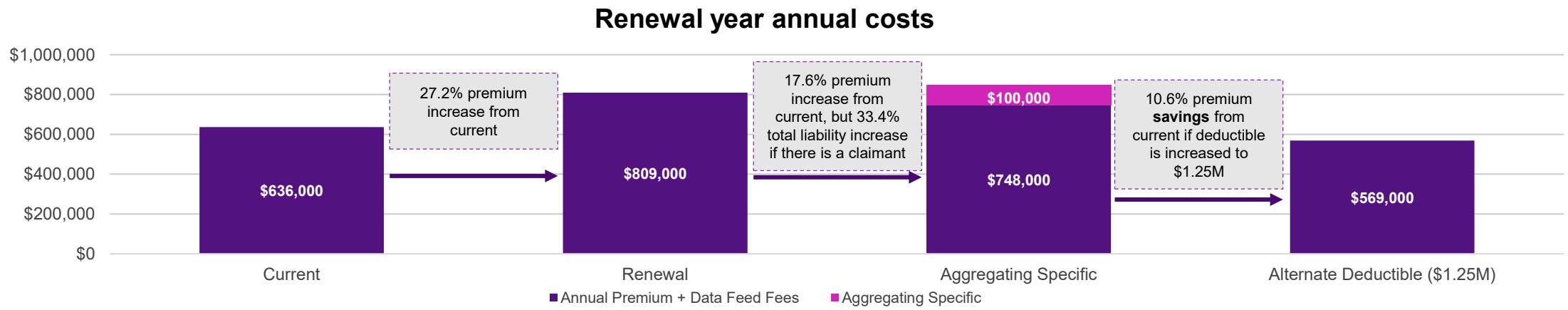
Procurement Summary

Current	Renewal and RFP
• Polk County purchases stop loss from Aetna with a $1,000,000 deductible • Contract covers all months of incurred run-in in addition to the policy year • No members are lasered on the policy • Current premium is $11.51 per employee per month (PEPM) • A 11.5% increase was assumed for 2026 ($712K total budgeted)	• Aetna has provided a renewal of 27.2% for a rate of $14.64 PEPM ($97K gap to budget) • WTW procured bids from its Stop Loss Collaborative (SLC) partners at the current terms • HM, Swiss Re and Voya declined to quote (DTQ) due to poor loss history and uncompetitive pricing • Aetna reduce the status quo renewal by $75K (8.5%) during negotiation



Results

- Aetna's proposal is the best financial offer at the current deductible level, with a 27.2% renewal increase and provides alternatives to lower the premium
- Based on total enrollment of 4,605

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Benchmarking

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2025 stop loss premium rates by deductible levels

- Polk County currently has a PEPM rate of **$11.51, 19% lower** than the average PEPM rate

Source: 2025 premium data were provided by BCS, HM, Optum, PartnerRe, QBE, Sun Life, Swiss Re, Symetra and Voya, and are based on their full books of business (n = 8,234).
Benchmark data should be used only as a point of reference. Stop loss coverage can vary greatly by employer industry and risk tolerance.

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Stop loss

CONSIDER:

- Stop loss deductible level is based on an organization's risk strategy; trading higher fixed costs for lower claim volatility.
- In general, larger organizations are able to manage higher deductible levels and, in some cases, may forgo stop loss entirely.

Stop loss benchmarking – coverage

? 79% of employers of your size have a specific stop loss policy.
Most employers of your size elect coverage with a $301K - $400K deductible.
It's not uncommon to see deductibles between $250K and $750K.

		Employer Size								
		< 250 EEs	250 - 499 EEs	500 - 749 EEs	750 - 999 EEs	1,000 - 2,499 EEs	2,500 - 4,999 EEs	5,000 - 7,499 EEs	7,500 - 9,999 EEs	10,000+ EEs
% With Spec Stop Loss		97.4%	97.8%	97.8%	98.9%	90.4%	79.3%	63.4%	51.5%	29.4%
Deductible Levels	≤$50K	34.6%	1.4%	1.0%	0.2%	0.2%				
	$51K - $75K	30.0%	4.2%	0.6%		0.1%				
	$76K - $100K	19.3%	19.4%	3.5%	0.7%	0.6%				
	$101K - $150K	12.4%	39.1%	26.4%	12.2%	3.0%	0.2%			
	$151K - $200K	2.5%	22.2%	33.4%	29.4%	15.2%	0.6%		1.2%	
	$201K - $250K	0.6%	7.9%	17.2%	21.5%	16.6%	3.9%			
	$251K - $300K	0.3%	3.9%	10.2%	20.1%	24.3%	12.6%	5.9%		0.8%
	$301K - $400K	0.1%	1.1%	4.6%	10.2%	20.8%	31.1%	13.4%	8.5%	3.3%
	$401K - $500K	0.1%	0.7%	1.8%	3.6%	11.2%	21.9%	24.1%	17.1%	4.1%
	$501K - $750K	0.1%	0.2%	1.2%	2.0%	6.1%	18.7%	32.6%	29.3%	25.4%
	$751K - $1.0M	0.0%			0.2%	1.7%	8.3%	13.4%	19.5%	25.4%
	$1.1M - $1.5M		0.1%			0.2%	2.6%	10.2%	17.1%	25.4%
	$1.6M - $2.0M						0.2%		6.1%	13.1%
	>$2.0M							0.5%	1.2%	2.5%

Source: 2024 prevalence data was provided by BCS, Berkley, HM, Optum, Partner Re, QBE, Sun Life, Swiss Re, Symetra and Voya and is based on their full book of business. (N=11,000)
Percent of employers with Stop Loss based on WTW's 2024 Health Care Financial Benchmarks Survey (N=1,136)
Prevalence data should be used only as a point of reference. Stop loss deductible thresholds can vary greatly by employer industry and risk tolerance.

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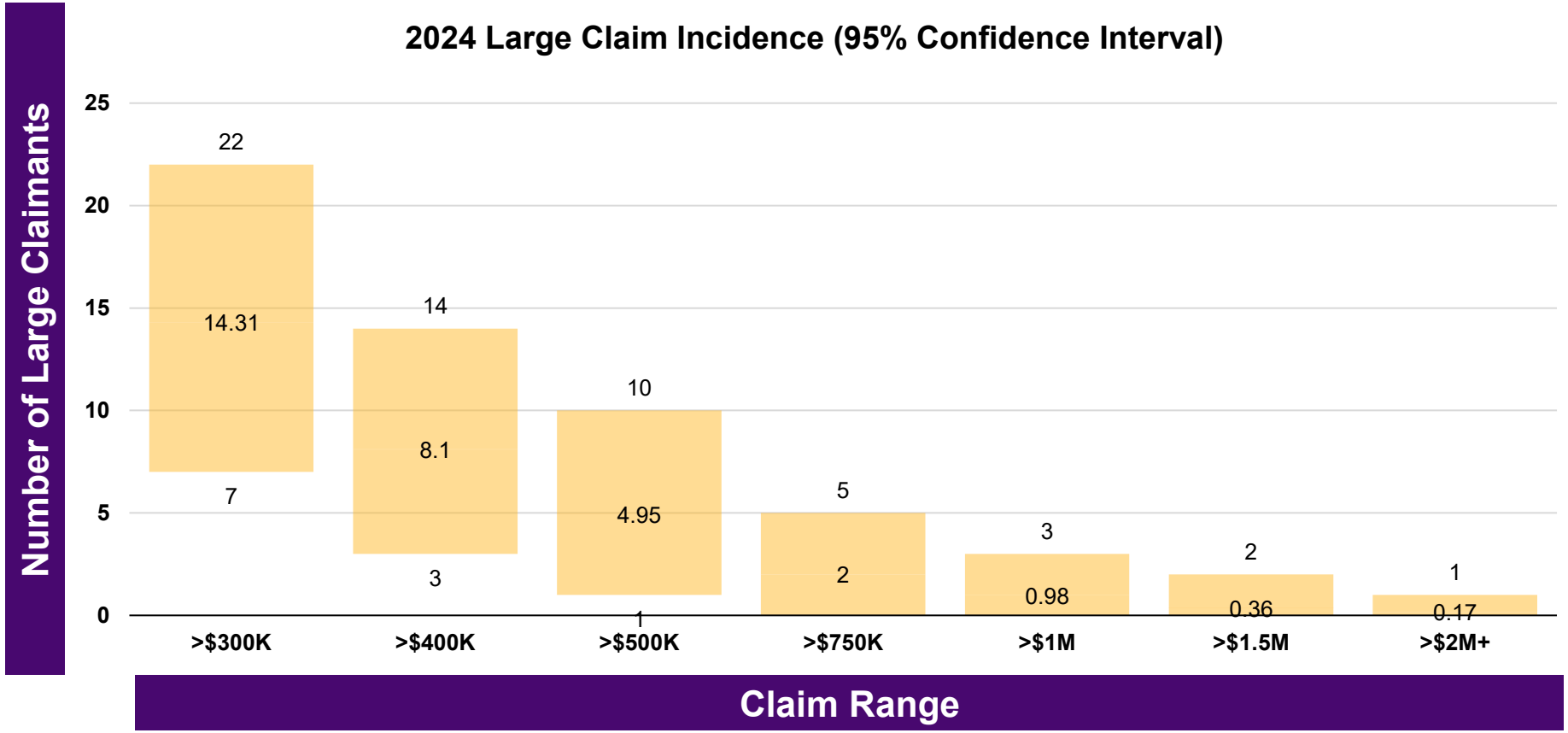
Stop loss benchmarking – high-cost claimants

Stop loss

CONSIDER:

- The cost of your stop loss premium is likely to be higher or lower depending on how your claim experience compares to norms.
- High claimants are not all the same to a stop loss carrier. Some conditions (e.g., complex pregnancies) are one-time expenses, while others (e.g., genetic conditions) may recur each year.

? An employer of your size is likely to see between 0 and 3 claimants over $1,000,000 annually.



Source: Incidence rates based on 2019-2021 MarketScan data trended to 2024 (2021: N=15.6M members, $88B in claims)
Rates above should be used only as a point of reference.
All results are subject to unforeseen and random events and should, therefore, be interpreted as having a likely range of variability from the estimate.

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Comparison of Proposals

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Financial Summary

	In Force Policy	Renewal	Aggregating Specific	Alternative Deductible
Quote Option				
Carrier	Aetna	Aetna	Aetna	Aetna
Proposal Status		Firm	Firm	Firm
Firm Through Date		11/28/25	11/28/25	11/28/25
Specific Contract Basis	Paid	Paid	Paid	Paid
Specific Deductible	**$1,000,000**	**$1,000,000**	**$1,000,000**	**$1,250,000**
Annual Specific Premium	**$636,000**	**$809,000**	**$748,000**	**$569,000**
$ Increase			**($61,000)**	**($240,000)**
% Increase			**-7.5%**	**-29.7%**
Aggregating Specific Deductible			**$100,000**	$0
Total Fixed Costs	$636,000	$809,000	$748,000	$569,000
Total Fixed and Potential Costs	**$636,000**	**$809,000**	**$848,000**	**$569,000**
$ Increase			**$39,000**	**($240,000)**
% Increase			**4.8%**	**-29.7%**

Specific Premium Rates by coverage tier				
Composite	$11.51	$14.64	$13.54	$10.29
Annual Specific Premium	**$636,000**	**$809,000**	**$748,000**	**$569,000**

Notes:

- Results based on total enrollment of 4,605 (Aetna's renewal)
- Data feed fee does not apply to medical administrator

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Procurement Summary

Alternative Deductible Levels

- Polk Conty to consider risk tolerance across alternative specific deductible levels in 2025
- The most premium savings potential that Polk County could achieve is through the $1.25M specific deductible level

	Current Deductible	Alternative Deductible Levels
Specific Deductible	**$1,000,000**	**$1,250,000**
Specific Premium Rate	$14.64	$10.29
Annual Specific Premium	$809,000	$569,000
Difference in Premium vs. Current Deductible		**$240,000**
Difference in Stop Loss Deductible		**$250,000**
Ratio		**0.96**
Historical Claims Over Deductible Level		
Current Year-to-Date	1	0
Prior Year	1	1
2nd Prior Year	0	0

Assumed Enrollment: 4,605

(1) Note that claimants are not exclusive and could exceed multiple deductible levels

(2) Prior year claim amounts have not been adjusted for claim trends

The above exhibit is provided to assist in evaluating your program and estimating plan expenses. The evaluation was performed using data obtained from you and those providing benefits under your plan, including, but not limited to, providers, vendors, insurers and administrators and is unaudited. Due to unknown variables which can exist at the time this projection was performed, WTW cannot and does not guarantee any final outcomes.

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Coverage Terms and Provisions

Stop loss provisions	Current	Requested
Effective date	01/01/2025	01/01/2026
Specific deductible level(s)	$1,000,000	$1,000,000; $1,100,000; $1,200,000
Contract terms (incurred/paid period)	Paid	Paid
Pharmacy included?	Yes	Yes
Mental health/Substance abuse included	Yes	Yes
Maximum liability (annual/lifetime)	Annual: Unlimited Lifetime: Unlimited	Annual: Unlimited Lifetime: Unlimited
Actively at work and non-confined provisions waived	Yes	Yes
Pre-65 retirees covered	Yes	Yes
Post-65 retirees covered	No	No
Aggregate stop loss requested	NA	NA
Aggregate stop loss maximum benefit	NA	NA
Aggregating specific corridor requested	NA	NA

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Coverage Terms and Provisions (continued)

Criteria	Aetna
No new lasers at renewal included	No
Renewal rate cap included	Yes; 40%
Experience rated refund included	No
Data feed fee funding	Not applicable
Medical carrier shared savings fee covered*	TBD

*It is important to consider the shared savings fee terms between the client and their medical administrator to ensure the fees would be covered in full by the selected stop loss carrier.

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Caveats and Contingencies

Criteria	Aetna
Quote illustrative or firm	Firm
If firm, expiration date	11/28/25
If illustrative, subject to updated information on open or ongoing claims as listed	NA
Proposed lasers	No
Aggregating specific corridor quoted	None
Aggregate coverage provisions quoted	None
Terminal liability option quoted	No
Additional unique terms and conditions/clauses	

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Next Steps

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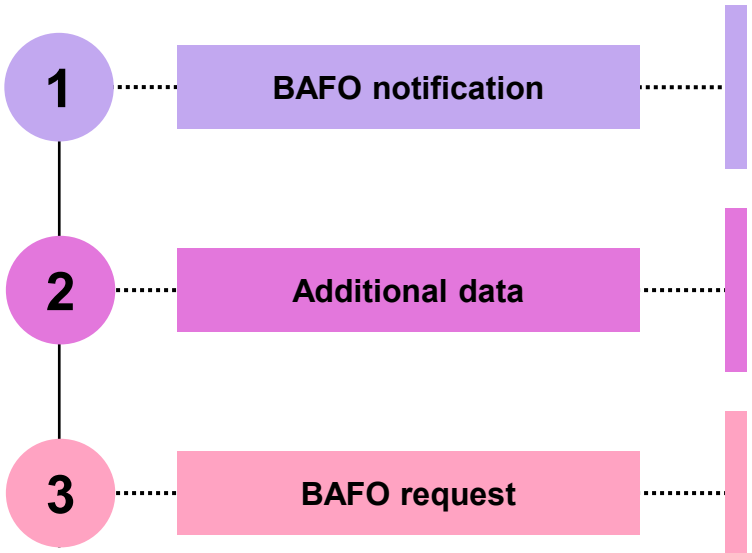
Best and Final Offers

- After initial proposals are submitted by the vendors, best and final offers (BAFO) will be requested from carrier finalist(s).
- Once a decision about which carrier to pursue has been made, move on to implementation of stop loss coverage.



- Notify WTW team which vendors to request BAFOs.
- Incumbent carrier is typically included in the BAFO round.

Carrier(s) may require additional data, such as but not limited to:

- Most current high medical and prescription drug claims (≥ $50K)
- Updated monthly claims and enrollment if requesting aggregate stop loss coverage
- Detailed claim runs on specified individuals — outlined in “Additional Caveats and Contingencies”

- WTW will request BAFOs from the vendor finalist(s).
- WTW will evaluate BAFOs and provide additional analysis.
- Updates to proposals will be noted and discussed.

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Discussion and Qualifications

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Discussion and Qualifications

Caveats

- All WTW SLC carrier partners' proposals waive the requirement for disclosure, which requires signing a form indicating that you are providing data to the vendor to the best of your knowledge; carriers outside of the WTW SLC may require disclosure.
  - After the disclosure process (if applicable), the client should commit to the stop loss arrangement by signing the application.
  - If the client defers past the expiration date of the quote, the stop loss carrier has the right to ask for updated data and revise its quote.
- Rates are subject to change if enrollment shifts by +/- 20% to 25% for most SLC partner carriers.
  - Generally, COBRA and retiree enrollment cannot exceed 15% of the covered group, but most of our carrier partners waive this constraint for our clients.
  - Rates are subject to a final census.
- Stop loss carriers sometimes require case management programs be in place.
- If the client's summary plan document (SPD) is silent on any of a stop loss carrier's exclusions, then the stop loss carrier's contract list will prevail.

Additional fees

- Medical and pharmacy vendors may charge a data feed fee to provide reports to an external stop loss vendor.
- In our experience, this data feed cost ranges from $0.50 to $4.00 PEPM (no fee was assumed in calculations because the fee does not apply to the medical administrator)
- Some vendors have agreed to fund these data feed fees (see Coverage Terms and Provisions slide).
- To be reimbursed by the stop loss carriers, clients are required to provide documentation of the applicable interface fees.

Contractual disclosure

Participation in the WTW SLC also includes assistance from WTW resolving broad issues or systemic disputes between the client and the selected carrier, relative to products or services (e.g., processing of claims, data feed issues).

- WTW's role relative to any specific claim dispute would be limited to facilitation of discussion between the client and the carriers.
- Please note that WTW is not able to provide an opinion on whether any particular claim denial is appropriate.

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Compensation disclosure

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Stop Loss Market Update

Market continues to grow, as large claims continue to increase in both frequency and severity, adding budget variability and driving healthcare cost for our clients

Carrier environment

- After a milder 2025 renewal cycle, higher claim severity is likely to push underwriters toward more aggressive pricing for 2026[1]
- Over the benefit years from 2020 to 2023, 88% of employers were likely to experience a stop loss claim in any given year2
- Presence of at least one known lasered claimant has decreased to 16%, unchanged from 2024.[1] This is due to the increasing prevalence of a “no new laser” provision

High-Cost Claimant (HCC) frequency

- Rising costs of high-dollar gene therapies, advanced cancer treatments, and large inpatient claims continue to put downward pressure on pricing[1]
- 49% of survey respondents report a claimant more than $1M paid in the last two policy years, with 16% indicating claims more than $2M[1]
- In 2024, 47 claims over $3M, with 10 being over $5M and the highest exceeding $12M[2]
  - There were 32 claims over $3M in 2023 and 18 in 2022

Raising concern[2]

- Newborn/Infant care HCCs continue to rise (with the second-highest number of million-dollar-plus claims following malignant neoplasms
- Congenital abnormalities (lifelong conditions) have profound impacts and drive high costs, and can contribute to complications late in life

High-cost conditions[2]

- Cardiovascular disease/disorder became the top 2 claim category and musculoskeletal became the top 3 category, behind malignant neoplasms as top 1, moving leukemia, lymphoma and multiple myeloma into the top 4 spot
- Malignant neoplasms continue to rank in the top spot for both reimbursements and total spend, amounting to nearly thrice that of the second-leading condition (cardiovascular)

Carrier loss ratios

- Million-dollar claims on a per million covered employees basis rose 29% in the past year and 61% over the past four years[2]
- 15% to 20% average renewal increases

1 Source: 2025 Aegis Risk Medical Stop Loss Premium Survey. 2 Source: 2025 Sun Life High-cost claims and injectable drug trends analysis report.

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Stop Loss Collaborative Highlights

Our vendor partners
Our current partners balance competitive choice, allowing us to negotiate favorable contract terms, conditions and experience refunds.

SLC contract features come at no or discounted cost.

- Unlimited lifetime maximum
- Covered benefits “mirror” medical plan
- Waiver of disclosure statements
- 120% aggregate coverage at 125% rates
- Experience refunds
- No new laser and renewal rate cap guarantee[1]
- Choice of plan options to allow for customization of employer needs

[1] Perpetual no new lasers and rate caps are no longer standard in the industry. Carriers will give us at a minimum 12 months’ notice if the rate cap or no new laser provision will be pulled.

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Compensation Disclosure – Marketed Products

Alongside this Compensation Disclosure, you have been provided with a detailed summary and analysis of the incumbent quote(s) (and any recommended or alternate quotes, if applicable) based on what most aligns with the strategic direction you gave us in our pre-renewal strategy discussion. Below is a high-level summary of the incumbent carriers'/vendors' compensation and recommended markets we approached on your behalf and any compensation included with these quotes.

Carrier/Vendor name	Marketed carriers/vendors					
	Line(s) of business	Response	Sub-broker/ Intermediary	Standard compensation	Referral/ Management Fee	Additional compensation
Aetna (Incumbent)	*Stop Loss*	*Quoted*	*NA*	*0%*	*NA*	*5%*

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Compensation Disclosure – Marketed Products

Below is a high-level summary of the additional carriers/vendors we approached on your behalf.

Carrier/Vendor name	Marketed carriers/vendors	
	Line(s) of business	Response
HM	*Stop Loss*	*Declined to quote, poor loss history*
QBE	*Stop Loss*	*Quoted, pricing uncompetitive +181.1%*
Sun Life	*Stop Loss*	*Quote pending*
Swiss Re	*Stop Loss*	*Declined to quote, pricing uncompetitive*
Symetra	*Stop Loss*	*Quoted, pricing uncompetitive +127.2%*
Voya		*Declined to quote, pricing uncompetitive*

Please note that the quotes from HM, QBE, Sun Life, Swiss Re, Symetra and Voya were originally obtained through the WTW Panels Process.

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Compensation Disclosure (continued)

The proposals are presented in conjunction with the Brokerage Terms, Conditions and Disclosures document which was previously provided to you.

As further described in your Brokerage Terms, Conditions and Disclosures document, we may receive other compensation such as contingent compensation related to the lines of insurance we place for you. Based on historical data, we estimate that our contingent compensation may range from 0% to 5% of the total premium we placed for all lines of insurance.

Please review the details of the proposals included to ensure that these meet your expectations. The proposals may differ from your current policy, so we recommend that you read the specifications from the carrier/vendor in their entirety and compare them to your current policy.

Should you have any questions about the proposals or concerns about what is included in this summary, please let us know at once. Please provide us with your selection of coverage. We will confirm the details of this selection in writing with you and the carrier/vendor.

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Thank you for your continued partnership.

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Agenda Item R.20. 12/16/2025

SUBJECT

Approve the second amendment to the Polk HealthCare Plan Behavioral Health Services Agreement with BayCare Health System, Inc. for behavioral health care services. (estimated annual amount less than $100,000)

DESCRIPTION

The amendment to the behavioral health services agreement will allow BayCare Health System, Inc. to continue providing behavioral health care services to qualified county residents enrolled in the Polk HealthCare Plan.

The agreement was effective March 1, 2022 through September 30, 2025. This second amendment effective October 1, 2025 extends the term of the agreement through September 30, 2028, adjusts the fee schedule, and allows for more billable services.

RECOMMENDATION

Approve the second amendment to the Polk HealthCare Plan Behavioral Health Services Agreement with BayCare Health System, Inc. for behavioral health care services.

FISCAL IMPACT

Funds are available in the Indigent Health Care Funds.

CONTACT INFORMATION

Paula C. McGhee, Provider Services and Contract Manager, Health and Human Services Division at 863-519-2003

Joy Johnson, Administrator, Health and Human Services Division at 863-534-5204

SECOND AMENDMENT TO BEHAVIORAL HEALTH SERVICES AGREEMENT
FOR BEHAVIORAL HEALTH CARE

This Second Amendment to Behavioral Health Services Agreement ("Second Amendment") is made effective **October 1, 2025** ("Second Amendment Effective Date") by and between **BayCare Health System, Inc.**, ("Behavioral Health Services Entity"), and Polk County, a political subdivision of the State of Florida ("COUNTY") (Behavioral Health Services Entity and COUNTY shall be jointly referred to herein as the "Parties").

RECITALS:

WHEREAS, the Parties entered into that certain Behavioral Health Services Agreement, which is effective from March 1, 2022 through September 30, 2025 (the Agreement); and

WHEREAS, the Parties entered into the First Amendment for the purpose of revising the Total Compensation for Covered Services; and

WHEREAS, the Parties now desire to enter into this Second Amendment for the purposes of extending the term of the contract, revising the Total Compensation for Covered Services, and modifying certain provisions of the Agreement; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

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

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

2. Article IV: BEHAVIORAL HEALTH SERVICES ENTITY'S OBLIGATION Section 4.5 is amended and replaced as follows:

4.5 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, Florida Statutes, 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, Florida Statutes, "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), Florida Statutes, the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Florida Statutes, 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, Florida Statutes, 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.

3. Article VIII: TERM AND TERMINATION Section 8.1 is amended and replaced as follows:

   8.1 Term. This Agreement shall commence as of the Effective Date and shall thereafter continue through September 30, 2028 unless terminated sooner upon sixty (60) days' prior written notice by either party to the other, or until terminated pursuant to this Article.

4. Article X: MISCELLANEOUS is amended to add the following sections:

   10.13 No Coercion for Labor or Services. Concurrently with its execution of this Second Amendment, Behavioral Health Services Entity has executed an affidavit (Exhibit C) which has been signed by an officer or representative of Behavioral Health Services Entity under penalty of perjury attesting that Behavioral Health Services Entity does not use coercion for labor or services as those terms are defined in Florida Statutes, § 787.06, as that statute may be subsequently revised or amended. Failure to provide the required affidavit is a material default of this Agreement. Behavioral Health Services Entity shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Agreement as required by Section 787.06.

   10.14 Foreign Country of Concern Attestation. Concurrently with its execution of this Second Amendment, Behavioral Health Services Entity has executed an affidavit (Exhibit D) which has been signed by an officer or representative of Behavioral Health Services Entity under penalty of perjury attesting that Behavioral Health Services Entity does not meet any of the criteria stated in Florida Statutes, § 287.138(2), as that statute may be subsequently revised or amended. Receipt of the required affidavit is a condition precedent to this Agreement. Behavioral Health Services Entity shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Agreement as required by Section 287.138.

5. Total Compensation for Covered Services defined and identified in Exhibit A of the Agreement is amended to the attached Exhibit A of this Second Amendment.

6. Instructions for Verification of Enrollment defined and identified in Exhibit B of the Agreement is amended to the attached Exhibit B of this Second Amendment.

7. Exhibit C No Coercion for Labor or Services Affidavit is incorporated in the Agreement with the attached Exhibit C No Coercion for Labor or Services Affidavit of this Second Amendment.

8. Exhibit D Foreign Country of Concern Affidavit is incorporated in the Agreement with the attached Exhibit D Foreign Country of Concern Affidavit of this Second Amendment.

9. Except as specifically set forth in this Second Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE SECOND AMENDMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES' SIGNATURES.

IN WITNESS WHEREOF, the parties hereto duly execute this Second Amendment as of the Second Amendment Effective Date.

BEHAVIORAL HEALTH SERVICES ENTITY
BayCare Health System, Inc.

BY: _____
Keri Eisenbeis, Chief of Staff

DATE: 11/20/2025

Jamie Laraia
WITNESS

_____
WITNESS

POLK COUNTY, a political subdivision of the State of Florida

BY: _____
Martha Santiago, Ed.D., Chair

DATE: _____

ATTEST: Stacy M. Butterfield, Clerk

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency:

_____
County Attorney's Office

EXHIBIT A
TOTAL COMPENSATION
Behavioral Health Provider Services

I. Provider Reimbursement:

a. The Plan shall compensate physicians for the following CPT/Procedure Codes at the rate of one hundred fifteen percent (115%) of the first Medicaid rate published after January of each year, and as set forth in the Physician Fee Schedule, as published and updated by the Center for Medicare and Medicaid Services (CMS).

b. Once the Medicaid rates have been published in January of each year, there will be no adjustments to the fee schedule during the calendar year.

Description of Service	POS	Procedure Code	Mod1	Telemedicine	Effective 10/1/2025		Reimbursement and Service Limitations
Behavioral Health Assessment Services							
Psychiatric evaluation by a physician	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H2000	HP	Yes	$288.22	per evaluation	Maximum of two psychiatric evaluations per recipient per plan year.
Psychiatric evaluation by a non-physician	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H2000	HO	Yes	$205.87	per evaluation	Maximum of two psychiatric evaluations per recipient per plan year.
Brief behavioral health status exam	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H2010	HO	Yes	$17.01	per quarter hour	There is a maximum of 10 quarter-hour units annually per recipient per plan year. There is a maximum daily limit of two quarter-hour units. A brief behavioral assessment is not reimbursable on the same day that a psychiatric evaluation, bio-psychosocial assessment, or in-depth assessment has been completed by a qualified treating practitioner.
In-depth assessment, new patient, mental health	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0031	HO	No	$145.03	per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, established patient, mental health	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0031	TS	No	$116.01	per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, new patient, substance abuse	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0001	HO	No	$145.03	per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, established patient, substance abuse	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0001	TS	No	$116.01	per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.

EXHIBIT A
TOTAL COMPENSATION
Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Telemedicine	Effective 10/1/2025		Reimbursement and Service Limitations
Behavioral Health Assessment Services							
Bio-psychosocial evaluation, mental health	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0031	HN	Yes	$65.87	per assessment	One bio-psychosocial evaluation per recipient per plan year. A bio-psychosocial evaluation is not reimbursable on the same day for the same recipient as an in-depth assessment.
Bio-psychosocial evaluation, substance abuse	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0001	HN	Yes	$65.87	per assessment	One bio-psychosocial evaluation per recipient per plan year. A bio-psychosocial evaluation is not reimbursable on the same day for the same recipient as an in-depth assessment.
Psychological testing	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H2019		No	$20.59	per quarter hour	Maximum of 40 quarter-hour units of psychological testing per plan year.
Limited functional assessment, substance abuse	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0001		Yes	$20.59	per assessment	Maximum of three limited functional assessments per recipient per plan year.
Limited functional assessment, mental health	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0031		Yes	$20.59	per assessment	Maximum of three limited functional assessments per recipient per plan year.
Treatment plan development, new and established patient, mental health	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0032		No	$112.54	per event	One treatment plan per provider per plan year. A maximum total of two treatment plans per recipient per plan year. The reimbursement date for treatment plan development is the day it is authorized by the treating practitioner.
Treatment plan development, new and established patient, substance abuse	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	T1007		No	$112.54	per event	One treatment plan per provider per plan year. A maximum total of two treatment plans per recipient per plan year. The reimbursement date for treatment plan development is the day it is authorized by the treating practitioner.
Treatment plan review, mental health	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0032	TS	No	$56.27	per event	A maximum of four treatment plan reviews per recipient per plan year. The reimbursement date for a treatment plan review is the day it is authorized by the treating practitioner.
Treatment plan review, substance abuse	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	T1007	TS	No	$56.27	per event	A maximum of four treatment plan reviews per recipient plan year. The reimbursement date for a treatment plan review is the day it is authorized by the treating practitioner.
Behavioral Health Therapy Services							
Individual medical psychotherapy, mental health	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H2010	HE	Yes	$17.40	per quarter hour	A maximum of 16 quarter-hour units of brief individual medical psychotherapy, per recipient, per per plan year. Individual medical psychotherapy is not reimbursable on the same day, for the same recipient, as brief group medical therapy or medication management.
Individual medical psychotherapy, substance abuse	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H2010	HF	Yes	$17.40	per quarter hour	A maximum of 16 quarter-hour units of brief individual medical psychotherapy, per recipient, per per plan year. Individual medical psychotherapy is not reimbursable on the same day, for the same recipient, as brief group medical therapy or medication management.
Individual and family therapy	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H2019	HR	Yes	$25.15	per quarter hour	A maximum of 104 quarter-hour units of individual and family therapy services, per recipient, per plan year. There is a maximum daily limit of four quarter-hour units.
Group therapy	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H2019	HQ	No	$17.40	per quarter hour	A maximum of 156 quarter-hour units of group therapy services, per recipient, per per plan year.
Case Manager Services							
Case Management, 15 min	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	T1016		Yes	$17.00	per quarter hour	No limits.
Peer Specialist							
Peer Support Services - Individual, individual -15 min	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0035		Yes	$18.10	per quarter hour	No limits.
Peer Support Services - Attempt, individual -15 min	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0035	52	No	$18.10	per quarter hour	A maximum of 16 quarter-hour units of Peer Support attempt per recipient per plan year.
Peer Support Services - Group -15 min	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0025		No	$4.39	per quarter hour	No limits.

EXHIBIT A
TOTAL COMPENSATION
Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Telemedicine	Effective 10/1/2025		Reimbursement and Service Limitations
Behavioral Health Medication Management Services							
Medication management	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	T1015		Yes	$82.35	per event	No limits.
Alcohol and other drug screening specimen collection	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0048		No	$11.60	per event	52 behavioral health - related medical services: alcohol and other drug screening specimen collections per recipient per plan year.
Alcohol and/or drug screening (Oral)	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0049		No	$6.53	per event	52 behavioral health - related medical services: alcohol and other drug screening specimen collections per recipient per plan year.
Medication-assisted treatment services (MAT) - Methadone	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0020		Yes	$78.29	weekly rate	52 times, per recipient, per plan year. The service is billed one time per seven days. This service is not reimbursable using any other procedure code.
Medication Administration							
Administration of a therapeutic	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	96372		No	$13.57	per event	No limits.
Drugs							
Naltrexone, depot form 1mg	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	J2315		No	$4.12	per mg	No limits.
Methadone injection, 10mg	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	J1230		No	$20.66	per 10 mg	No limits.
Naltrexone, depot form, 1mg (Vivitrol)	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	J2315		No	$4.12	per mg	1 vial/month
Opioid Treatment Programs							
Medication assisted treatment, methadone; weekly bundle including dispensing and/or administration, substance use counseling, individual and group therapy, and toxicology testing if performed	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2067		No	$268.89	per service	No limits.
Medication assisted treatment, buprenorphine (oral); weekly bundle including dispensing and/or administration, substance use counseling, individual and group therapy, and toxicology testing if performed	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2068		No	$295.87	per service	No limits.
Medication assisted treatment, buprenorphine (injectable) administered on a monthly basis; bundle including dispensing and/or administration, substance use counseling, individual and group therapy, and toxicology testing if performed	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2069		No	$2,031.54	per service	No limits.
Medication assisted treatment, naltrexone; weekly bundle including dispensing and/or administration, substance use counseling, individual and group therapy, and toxicology testing if performed	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2073		No	$1,709.79	per service	No limits.
Medication assisted treatment, weekly bundle not including the drug, including substance use counseling, individual and group therapy, and toxicology testing if performed	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2074		No	$214.54	per service	No limits.
Medication assisted treatment, buprenorphine (injectable) administered on a weekly basis; weekly bundle including dispensing and/or administration, substance use counseling, individual and group therapy, and toxicology testing if performed	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G0533		No	$639.12	per service	No limits.

EXHIBIT A
TOTAL COMPENSATION
Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Telemedicine	Effective 10/1/2025		Reimbursement and Service Limitations
Opioid Treatment Programs							
Intake activities, including initial medical examination that is conducted by an appropriately licensed practitioner and preparation of a care plan, which may be informed by administration of a standardized, evidence-based Social Determinants of Health Risk Assessment to identify unmet health-related social needs, and that includes the patient's goals and mutually agreed-upon actions for the patient to meet those goals, including harm reduction interventions; the patient's needs and goals in the areas of education, vocational training, and employment; and the medical and psychiatric, psychosocial, economic, legal, housing, and other recovery support services that a patient needs and wishes to pursue, conducted by an appropriately licensed/credentialed personnel; List separately in addition to each primary code.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2076		No	$228.42	per service	No limits.
Periodic assessment; assessing periodically by an OTP practitioner and includes a review of MOUD dosing, treatment response, other substance use disorder treatment needs, responses and patient-identified goals, and other relevant physical and psychiatric treatment needs and goals; assessment may be informed by administration of a standardized, evidence-based Social Determinants of Health Risk Assessment to identify unmet health-related social needs, or the need and interest for harm reduction interventions and recovery support services; List separately in addition to each primary code.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2077		No	$147.93	per service	No limits.
Take-home supply of methadone; up to 7 additional day supply; List separately in addition to code for primary procedure.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2078		No	$42.13	per service	No limits.
Take-home supply of buprenorphine (oral); up to 7 additional day supply; List separately in addition to code for primary procedure.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2079		No	$69.11	per service	No limits.
Each additional 30 minutes of counseling in a week of medication assisted treatment; List separately in addition to code for primary procedure.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2080		No	$36.00	per service	No limits.
Take-home supply of nasal naloxone; List separately in addition to code for primary procedure.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2215		No	$40.30	per service	No limits.
Take-home supply of injectable naloxone; List separately in addition to code for primary procedure.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2216		No	contractor-priced	per service	No limits.
Take-home supply of nasal naloxone; 2-pack of 8mg per 0.1 mL nasal spray; List separately in addition to code for primary procedure.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G1028		No	$127.90	per service	No limits.
Intensive outpatient services; minimum of nine services over a 7-contiguous day period, which can include individual and group therapy with physicians or psychologists (or other mental health professionals to the extent authorized under State law); occupational therapy requiring the skills of a qualified occupational therapist; services of social workers, trained psychiatric nurses, and other staff trained to work with psychiatric patients; drugs and biologicals furnished for therapeutic purposes, excluding opioid agonist and antagonist medications that are FDA-approved for use in treatment of OUD or opioid antagonist medications for the emergency treatment of known or suspected opioid overdose; individualized activity therapies that are not primarily recreational or diversionary; family counseling (the primary purpose of which is treatment of the individual's condition); patient training and education (to the extent that training and educational activities are closely and clearly related to individual's care and treatment); diagnostic services (not including toxicology testing); List separately in addition to code for primary procedure	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G0137		No	$804.60	per service	No limits.
Take-home supply of nasal nalmefene hydrochloride; one carton of two, 2.7 mg per 0.1 mL nasal sprays; List separately in addition to each primary code.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G0532		No	$78.34	per service	No limits.
Coordinated care and/or referral services, such as to adequate and accessible community resources to address unmet health-related social needs, including harm reduction interventions and recovery support services a patient needs and wishes to pursue, which significantly limit the ability to diagnose or treat an opioid use disorder; each additional 30 minutes of services; List separately in addition to each primary code.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G0534		No	$41.69	per service	No limits.
Patient navigational services, provided directly or by referral; including helping the patient to navigate health systems and identify care providers and supportive services, to build patient self-advocacy and communication skills with care providers, and to promote patient-driven action plans and goals; each additional 30 minutes of services; List separately in addition to each primary code.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G0535		No	$41.69	per service	No limits.

EXHIBIT A
TOTAL COMPENSATION
Behavioral Health Provider Services (cont.)

II. The following co-pays apply to Plan Members.

The Behavioral Health Services Entity or the Behavioral Health Services Entity's Designee shall collect a co-pay from the Member for each office visit. The co-payment amount will not be deducted from the compensation reimbursed by the Plan as defined below.

POLK HEALTHCARE PLAN
MEDICAL CARD

Essential Care Choices Card	Chronic Care Choices Card
$1.00 Office Visit	$1.00 Office Visit

EXHIBIT B
INSTRUCTIONS FOR VERIFICATION OF ENROLLMENT

The following sources of enrollment verification shall be made when providing services to a Plan Member.

1. Each Member receives an identification card upon enrollment in the Plan. The card should always be presented to the Behavioral Health Services Entity when services are requested by Member and prior to receipt of services. The Behavioral Health Services Entity shall confirm eligibility by contacting the County or its third party administrator. It shall be the responsibility of the Behavioral Health Services Entity to confirm active enrollment prior to services being rendered.

Polk HealthCare Plan – Medical Card

FRONT OF CARD

POLK COUNTY

Community Health Care
Polk HealthCare Plan
Enrollment Card

Member ID: _____
Member Name: _____
Primary Care Physician: _____
Office Phone #: _____
Plan Type: _____
Eligibility Period: _____ **to** _____
Co-Pay: $1 PCP / $25 ER

BACK OF CARD

NOTICE TO MEMBER:
Please present this card each time you require any medical service with a contracted provider of the Polk HealthCare Plan, within Polk County, Florida. This card is not transferrable and is only valid for the eligibility period listed on the front. ***Do not alter or share this card with others as you will lose your governmental assistance provided by Polk County Indigent Health Care Tax.***

NOTICE TO PROVIDERS:

Eligibility Appointments & Inquiries
Call (863) 533-1111

AHH Pre-Certification
Fax (844) 241-9075

Paper Claim Submission
Meritain Health
PO Box 853921
Richardson, TX 75085-3921

Claims and Benefit Information
Call (888) 850-8222

Electronic Claim Submission
WebMD/Emdeon 41124
McKesson/Relay Health 1761

DISCLAIMER: THIS VERSION OF THE CARD IS EFFECTIVE BEGINNING 9/1/24 AND MAY BE SUBJECT TO CHANGE. PLEASE WATCH THE POLK HEALTHCARE PLAN WEBSITE.

EXHIBIT C
NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

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 Keri Eisenbeis, Chief of Staff (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.

BayCare Health System
NONGOVERNMENTAL ENTITY

SIGNATURE

Keri Eisenbeis
PRINT NAME

Chief of Staff
TITLE

11/20/2025
DATE

EXHIBIT D
FOREIGN COUNTRY OF CONCERN AFFIDAVIT
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

BayCare Health System (Name of Entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

PRINTED NAME: Keri Eisenbeis

TITLE: Chief of Staff

SIGNATURE: Keri Eisenbeis DATE: 11/20/2025

BEHAVIORAL HEALTH SERVICES AGREEMENT
FOR BEHAVIORAL HEALTH CARE

This Agreement ("Agreement") is made effective from **March 1, 2022** ("Effective Date") to **September 30, 2025** by and between **BayCare Health System, Inc.**, ("Behavioral Health Services Entity"), and Polk County, a political subdivision of the State of Florida ("COUNTY") (Behavioral Health Services Entity and COUNTY shall be jointly referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the County has an indigent health care plan, hereinafter known as the Polk HealthCare Plan (further defined herein and hereinafter referred to as the "Plan" as further defined in Section 1.8, below), and wishes to arrange for the provision of outpatient behavioral health services to certain eligible County residents ("Members" as further defined in Section 1.9, below); and

WHEREAS, the Behavioral Health Services Entity is comprised of, or contracts with, one or more Qualified Providers (hereinafter defined) capable of meeting the credentialing criteria of the County; and

WHEREAS, the County desires to engage the Behavioral Health Services Entity to deliver, or arrange for the delivery of outpatient behavioral health services to the Members of its Plan; and

WHEREAS, the Behavioral Health Services Entity is willing to deliver or arrange for the delivery of such services on the terms specified herein.

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

ARTICLE I
DEFINITIONS

1.1 Claim. A statement of services submitted to the County, or its designated third party administrator, by the Behavioral Health Services Entity following the provision of Covered Services to a Member that shall include the Member's demographics, diagnosis or diagnoses (ICD10 Codes), date(s) of service, CPT/HCPCS codes, place of service, authorization number if required, referring provider if applicable, treating provider and the member name, member address, member date of birth, Plan member identification number and Qualified Provider to be paid for services rendered to the Member submitted on an approved CMS 1500 Form.

1.2 Co-payment. A charge which may be collected directly by a Behavioral Health Services Entity or Behavioral Health's Services Entity's designee from a Member in accordance with the Plan.

1.3 County. The designated division of the county government of Polk County, Florida, Polk HealthCare Plan, Health and Human Services Division or its authorized agent as applicable.

1.4 County Notice. A communication by the County to the Behavioral Health Services Entity informing the Behavioral Health Services Entity of the terms of the Plan, modifications to the Plan, and any other information relevant to the provision of Covered Services pursuant to this Agreement.

1.5 Covered Services. Those outpatient Behavioral Health care services to be delivered by or through Behavioral Health Services Entity to Members pursuant to this Agreement, as further defined in ARTICLE II.

1.6 Behavioral Health Services Entity. An individual or group of Qualified Providers, who are capable of meeting the credentialing criteria of the Plan.

1.7 Payer. The entity or organization directly responsible for the payment of Covered Services to the Behavioral Health Services Entity under the Plan.

1.8 Polk HealthCare Plan (the "Plan"). A government assistance program to provide health care services, which is funded by a discretionary sales surtax (as authorized pursuant to F.S. 212.055(7)) and administered by the County for the benefit of Members, as it may be modified from time to time, and all the terms, conditions, limitations, exclusions, benefits, rights and obligations thereof to which County and Members are subject.

1.9 Polk HealthCare Plan Members (or Members). Any individual(s) who has/have been determined eligible by the County to participate in the Plan and who is/are enrolled in the Plan.

1.10 Protected Health Information (PHI). Information that is (a) created or received by a Behavioral Health Services Entity; (b) relates to: (1) the past, present, or future behavioral health condition of an individual; (2) the provision of behavioral health care to an individual; or (3) the past, present, or future payment for the provision of behavioral health care to an individual; and (c) identifies the individual or there is a reasonable basis to believe the information can be used to identify the individual. PHI does not include information excluded from HIPAA's definition of "protected health information" in 45 C.F.R. 160.103.

1.11 Qualified Provider. A doctor of medicine or osteopathy, certified nurse practitioner, physician assistant, Mental Health Counselor, Psychologist, or Clinical Social Worker licensed to practice in the State of Florida, who possesses an unencumbered Florida license, and who provides Covered Services to Members as contemplated in this Agreement.

1.12 Total Compensation. The total amount payable by Payer and Member for Covered Services furnished pursuant to this Agreement. The Total Compensation is defined herein pursuant to EXHIBIT A, attached hereto and incorporated into this Agreement by reference.

ARTICLE II
DELIVERY OF SERVICES

2.1 Covered Services. The Behavioral Health Services Entity shall provide or, through its Qualified Providers, arrange for the Members the provision of Covered Services that are identified in EXHIBIT A, attached hereto and made a part of this Agreement by reference. All Covered Services shall be provided in accordance with generally accepted clinical and legal standards, consistent with medical ethics governing the Qualified Provider. Non-Covered Services are not reimbursable services under the Plan.

2.2 Verification of Members. In order to guarantee payment, the Behavioral Health Services Entity shall utilize a Member's identification card, which has been chosen by the County to verify and confirm that Member's eligibility for Covered Services prior to rendering any such Covered Services pursuant to the instructions provided in EXHIBIT B attached hereto and made a part of this Agreement by reference.

ARTICLE III
COMPENSATION AND RELATED TERMS

3.1 Compensation. The Behavioral Health Services Entity, or its designee, shall accept the Total Compensation as full payment for the provision of Covered Services.

3.2 Billing for Covered Services. The Behavioral Health Services Entity shall submit a Claim to the County or its third party administrator and, in the event the Claim is consistent with the compensation terms under EXHIBIT A, the County or its third party administrator shall pay the Behavioral Health Services Entity for Covered Services rendered to Members in accordance with the terms of this Agreement. The Behavioral Health Services Entity shall arrange for all Claims for Covered Services to be submitted to the County or its third party administrator within one hundred and eighty (180) days from the date of service. If additional information is required or needed by the County or its third party administrator to evaluate or validate the original Claim submitted by the Behavioral Health Services Entity for payment, the Behavioral Health Services Entity will have an additional ninety (90) days from the date of the initial claim denial to resubmit a corrected claim. The Behavioral Health Services Entity shall submit such claims on a billing form CMS-1500 or on any other form that the County directs the Behavioral Health Services Entity, in writing, to utilize. If the Behavioral Health Services Entity does not submit a Claim to the County or its third party administrator in a timely manner, the County or its third party administrator may, at its discretion, deny payment.

3.3 Co-payments to be Collected from Members. When the Plan requires Members to make Co-payments, such Co-payments shall be collected from the Member at the time the service is rendered by the Behavioral Health Services Entity or one of its Qualified Providers. The County shall inform or educate Members that Members must make a Co-payment at the time the service is rendered and that this practice is mandatory for all Members. At no time shall the Behavioral Health Services Entity bill a Member for any balance remaining in relation to a bill after the Total Compensation has been applied to the same.

3.4 Promptness of Payment. The County or its third party administrator shall remit to the Behavioral Health Services Entity the County's portion of the Total Compensation, as specified in EXHIBIT A, within forty-five (45) days of receipt of a Claim by the Behavioral Health Services Entity. This Claim shall be sufficient in detail so that the County or its third party administrator is able to reasonably determine the amount to be paid. If additional information is required or needed by the County or its third party administrator to evaluate or validate the original Claim submitted by the Behavioral Health Services Entity for payment, the Behavioral Health Services Entity will have an additional ninety (90) days from the date of the initial claim denial to resubmit a corrected claim.

The County or its third party administrator shall affirm and pay any valid claims within forty-five (45) days of receipt of such additional information. All payments to the Behavioral Health Services Entity shall be considered final unless adjustments are requested, in writing to the County or its third party administrator by the Behavioral Health Services Entity within ninety (90) days following receipt of the payment explanation from the Payer.

If payment has been made to the Behavioral Health Services Entity by the County or its third party administrator for a non-covered service, the Behavioral Health Services Entity shall promptly refund such payment provided written notice of payment for such non-covered service has been made by the County within ninety (90) days of receipt of the Behavioral Health Services Entity's Claim.

For purpose of payment, "prompt payment" may be defined as "within ninety (90) days." The Behavioral Health Services Entity agrees that it shall not bill and collect any amount pursuant to this Agreement for charges incurred by Members to the extent that such charges result from an error made by the Behavioral Health Services Entity. An error shall include, but not be limited to, duplicate billing for a Covered Service provided only once and any services which were not actually rendered. If the County or its third party administrator concludes that such an erroneous billing or collection has been made, the County or its third party administrator shall notify the Behavioral Health Services Entity of the error. Upon receipt of this notification, the Behavioral Health Services Entity shall promptly withdraw the billing or that part which is in error, or reimburse the County or its third party administrator for such amounts already paid to the Behavioral Health Services Entity pursuant to the erroneous billing.

3.5 Payer of Last Resort. Under no circumstances shall Behavioral Health Services Entity bill the Plan or the Plan pay any Member bill until and unless all other sources of other Member coverage have been billed and payment has been denied by the same. Should a Plan member be determined to have other coverage for services provided by Behavioral Health Services Entity under any other contractual or legal benefit, including, but not limited to, Medicaid, Medicare, or a private group or indemnification program, Behavioral Health Services Entity is expected to bill the said entity as the primary payer. If the Plan paid for services and other coverage is later discovered, the Behavioral Health Services Entity must reimburse the County or its third party administrator by recoup, refund or adjustments.

3.6 Sole Source of Payment. Only after other payer sources have been exhausted, Behavioral Health Services Entity will pursue payment of any Claim from the County or its third party administrator for Medically Necessary Covered Services of Members. Behavioral Health Services Entity shall make no charges or claims against the Plan Members for Covered Services except for Co-payments as previously authorized.

ARTICLE IV
BEHAVIORAL HEALTH SERVICES ENTITY'S OBLIGATION

4.1 Licensed/Good Standing. The Behavioral Health Services Entity represents that each of its Qualified Providers are and shall remain licensed and/or registered who possesses an unencumbered Florida license to practice medicine and, if such Behavioral Health Services Entity is an entity, such entity is registered and in good standing in the State of Florida. Failure to maintain licensure will be grounds for immediate termination of this Agreement under Section 8.2.

4.2 Nondiscrimination. The Behavioral Health Services Entity agrees that it and each of its Qualified Providers shall not differentiate or discriminate in its provision of Covered Services to Members because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, income, health status, disability or age. Further, the Behavioral Health Services Entity agrees that its Qualified Providers shall render Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as such services are offered to patients not associated with the Plan and consistent with medical ethics and applicable legal requirements for providing continuity of care.

4.3 Standards. Covered Services provided by or arranged for by the Behavioral Health Services Entity shall be delivered only by professional personnel qualified by licensure, training or experience to discharge their responsibilities and operate their facilities in a manner that complies with generally accepted standards in the industry.

4.4 Credentialing of Qualified Providers. The Behavioral Health Services Entity acknowledges that the County may delegate to it, at the County's discretion, all credentialing responsibilities and authority with respect to Qualified Providers and/or other practitioners. This delegation will be accepted by the Behavioral Health Services Entity, if so directed by the County.

4.5 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:

(1) "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

(2) "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

(3) "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:

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

(2) All persons (including subvendors/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, Florida Statute, "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.

4.6 Authority. The Behavioral Health Services Entity shall, and hereby does, represent and warrant that it has full legal power and authority to bind its Qualified Providers to the provisions of this Agreement. The Behavioral Health Services Entity shall communicate with its Qualified Providers regarding all matters relating to this Agreement and the services to be performed hereunder.

4.7 Administrative Procedures. The Behavioral Health Services Entity and each of its Qualified Providers shall comply with the policies and procedures established by the County and pursuant to the Plan, to the extent the Behavioral Health Services Entity has received notice of the same, consistent with the terms of this Agreement.

4.8 Use of Names for Marketing. The Behavioral Health Services Entity and each of its Qualified Providers shall permit the County to utilize the name, address, and telephone number of it or its Qualified Providers, in the County's list of Behavioral Health Services Entities, which will be distributed to Members. Such rights shall not extend to the listing of such Qualified Providers or Behavioral Health Services Entity in any newspaper, radio, or television advertising without receiving the prior written consent of said Behavioral Health Services Entity. Time is of the essence and approval will not be unreasonably withheld.

4.9 Noninterference with Outpatient Behavioral Health. Nothing in this Agreement is intended to create (nor shall be construed or deemed to create) any right of the County to intervene in any manner in the methods or means by which the Behavioral Health Services Entity renders Covered Services. Nothing herein shall be construed to require the Behavioral Health Services Entity to take any action inconsistent with professional judgment concerning the behavioral health care and treatment to be rendered to Members.

4.10 Best Efforts. The Behavioral Health Services Entity shall use best efforts to participate in such utilization review programs, medical necessity reviews, coordination of benefit activities, and cost containment activities, as are provided under the Plan.

4.11 Evaluation and Quality Management. The Behavioral Health Services Entity is expected to have its own quality management programs in place. These programs should include ongoing monitoring of quality of care, documentation, qualifications for professional staff and requirements for ongoing training of professional and support staff. The quality management process is expected to include annual satisfaction surveys of adults receiving behavioral health services.

4.12 Health Insurance Portability and Accountability Act (HIPAA). The Behavioral Health Services Entity warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the provisions of the Privacy and Security Rule adopted by the Department of Health and Human Services ("HHS").

4.13 The Behavioral Health Services Entity agrees to safeguard information in accordance with all applicable legal requirements which may include without limitation relevant provisions of the following: 42 C.F.R. Chapter 1, Public Health Service, Department of Human Services, Subchapter A, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records, Florida Statutes Chapters 394, Mental Health, and 397, Substance Abuse Services.

ARTICLE V
COUNTY'S OBLIGATIONS

5.1 Deemed Notification. The County shall notify the Behavioral Health Services Entity in writing of all policies, procedures, rules, regulations, and schedules, that the County considers material to the performance of this Agreement and relevant amendments. Except in the event of emergency, or unless the County directs otherwise in writing, thirty (30) days from the date of notification will be considered sufficient notice to effect a change in policy under the Plan.

5.2 Appeal of a Claim Denial. For denial of payment of Claims, the Behavioral Health Services Entity will have sixty (60) days from the date of the final denial of a Claim to submit an appeal of the denial. "Final denial" of a Claim will occur upon the completion of the ninety (90) day period that a Behavioral Health Services Entity is afforded to resubmit a corrected Claim, if no corrected Claim is provided in such 90-day time period or if the corrected Claim is subsequently denied and an additional ninety (90) day period has elapsed without further corrected Claim submitted by the Behavioral Health Services Entity. The appeals decision whether to uphold or overturn a Claim appeal will be communicated to the Behavioral Health Services Entity within forty-five (45) days from the date the Behavioral Health Services Entity submitted the appeal using an Explanation of Payment form ("EOP").

5.3 Provider Grievances. The County shall establish and maintain systems to process and resolve any grievance a Qualified Provider has against the County.

5.4 Health Insurance Portability and Accountability Act (HIPAA). The County warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the provisions of the Privacy and Security Rule adopted by the Department of Health and Human Services ("HHS").

ARTICLE VI
INSURANCE

6.1 Behavioral Health Services Entity Insurance. The Behavioral Health Services Entity shall require each Qualified Provider to maintain, at all times, in limits and amounts as required by Florida law, a professional liability insurance policy and other insurance or other liability bond as shall be necessary to insure such Qualified Provider against any claim for damages arising directly or indirectly in connection with the performance or nonperformance of any services furnished to Members by such Qualified Provider. In the event that the Behavioral Health Services Entity discovers that such insurance coverage is not maintained, the Behavioral Health Services Entity shall immediately, upon making such discovery, ensure that such Qualified Provider discontinues the delivery of Covered Services to Members until such insurance is obtained and notify the Plan in writing of the same. A Certificate of Insurance, reflecting the minimal insurance coverage shall be provided to the County prior to commencement of this Agreement.

ARTICLE VII
INDEMNIFICATION

7.1 Indemnification. The Behavioral Health Services Entity shall indemnify and hold harmless the County, its agents, officers, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the County, its agents, officers, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any action of commission, omission, negligence or fault of the Behavioral Health Services Entity, or its Qualified Providers committed in connection with this Agreement, the Behavioral Health Services Entity's performance hereof or any work performed hereunder. The Behavioral Health Services Entity shall indemnify and hold harmless the County, its agents, officers, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description arising from, based upon or growing out of the violation of any Federal, State, County or City law, ordinance, rule or regulation by the Behavioral Health Services Entity, or its Qualified Providers.

ARTICLE VIII
TERM AND TERMINATION

8.1 Term. This Agreement shall commence as of the Effective Date and shall thereafter continue through September 30, 2025 unless terminated sooner upon sixty (60) days' prior written notice by either party to the other, or until terminated pursuant to this Article.

8.2 Termination for Cause. In the event either party shall fail to keep, observe or perform any covenant, term or provision of this Agreement applicable to such party, the other party shall give the defaulting party written notice that specifies the nature of said default. If the defaulting party fails to cure such default within thirty (30) days after receipt of such notice, the non-defaulting party may terminate this Agreement upon five (5) days' written notice. It shall be grounds for immediate termination if the County loses its ability to underwrite or administer the Plan or if any Qualified Provider suffers a loss or suspension of medical license, a conviction of a felony, or a loss of credentials for stated quality reasons under the Plan.

8.3 Voluntary Termination. At any time during the term of this Agreement, this Agreement may be terminated for any reason, with or without cause, by either party upon written notice given at least sixty (60) days in advance of the effective date of termination.

8.4 Termination for Failure to Satisfy Financial Obligations. If either party or a Payer is (a) more than sixty (60) days behind in its financial obligations to its creditors, or (b) files in any court of competent jurisdiction: (1) a petition in bankruptcy, (2) a petition for protection against creditors, (c) has such a petition filed against it that is not discharged within ninety (90) days, or (d) files or makes an assignment for the benefit of creditors, this Agreement may be terminated by the other party in its entirety or with respect to the Payer upon five (5) days' written notice.

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

8.6 Effect of Termination. This Agreement shall remain in full force and effect during the period between the date that notice of termination is given and the effective date of such termination. As of the date of termination of this Agreement, this Agreement shall be of no further force and effect, and each of the parties hereto shall be discharged from all rights, duties, and obligations under this Agreement, except that the County shall remain liable for Covered Services then being rendered by Qualified Providers to Members who retain eligibility under the applicable Plan or by operation of law until the episode of illness then being treated is completed and the obligation of the County to pay for Covered Services rendered pursuant to this Agreement is discharged. Payment for such services shall be made pursuant to the Total Compensation specified in EXHIBIT A.

ARTICLE IX
DISPUTE RESOLUTION

9.1 Initial Mediation of Dispute. In the event of a dispute between the parties to this Agreement, the following procedure shall be used to resolve the dispute prior to either party pursuing other remedies:

a. A meeting shall be held within seven (7) days at which all parties or party representatives will be present or represented by individuals (the "Initial Meeting").

b. If, within thirty (30) days following the Initial Meeting, the parties have not resolved the dispute, the dispute shall be submitted to mediation directed by a mediator mutually agreeable to the parties and not regularly contracted or employed by either of the parties ("Mediation"). Each party shall bear its proportionate share of the costs of Mediation, including the mediator's fee.

c. The parties agree to negotiate in good faith in the Initial Meeting and in Mediation.

9.2 Legal Remedies. If, after a period of sixty (60) days following commencement of Mediation, the parties are unable to resolve the dispute, either party may pursue all available legal and equitable remedies. Each party shall be responsible for its own attorneys' fees and costs, including attorneys' fees, costs, and expenses incurred for any appellate proceedings.

ARTICLE X
MISCELLANEOUS

10.1 Nature of Behavioral Health Services Entity. In the performance of the work, duties and obligations of the Behavioral Health Services Entity under this Agreement, it is mutually understood and agreed that the Behavioral Health Services Entity and each of its Qualified Providers are at all times acting and performing as independent Behavioral Health Service Entities, practicing medicine or providing for the delivery of behavioral health services and under no circumstances shall the Behavioral Health Services Entity or any of its Qualified Providers be deemed employees of the County.

10.2 Public Entity Crimes. Behavioral Health Services Entity certifies compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, as amended from time to time, which provides that a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Behavioral Health Service Entity, 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 following the date of being placed on the convicted vendor list." The Behavioral Health Services Entity acknowledges that this Agreement shall be void if they have violated the above-referenced statute. Additionally, the Behavioral Health Services Entity shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements.

10.3 Public Meetings and Records.

a. The Behavioral Health Service Entity 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 Behavioral Health Service Entity 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 Behavioral Health Service Entity 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 Behavioral Health Service Entity 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 Behavioral Health Service Entity 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 Behavioral Health Service Entity or keep and maintain public records required by the County to perform the service. If the Behavioral Health Service Entity transfers all public records to the County upon completion of this Agreement, the Behavioral Health Service Entity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Behavioral Health Service Entity keeps and maintains public records upon completion of this Agreement, the Behavioral Health Service Entity 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 BEHAVIORAL HEALTH SERVICE ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BEHAVIORAL HEALTH SERVICE**

ENTITY'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

10.4 Additional Assurances. The provisions of this Agreement shall be self-operative and shall require no further agreement by the parties except as may be specifically provided in this Agreement. However, at the request of either party, the other party shall execute such additional instruments and make such additional acts as may be reasonably requested in order to effectuate this Agreement. Additional instruments require agreement by both parties.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the applicable Federal laws and regulations, laws of the State of Florida and local ordinance. Venue will be in Polk County, Florida, or in the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

10.6 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns. The County may not assign this Agreement without the Behavioral Health Services Entity's prior written consent except that the County may assign this Agreement to an entity related to the County by ownership or control or to any successor organization without the Behavioral Health Services Entity's prior written consent. The Behavioral Health Services Entity may not assign this Agreement without the County's prior written consent, except that the Behavioral Health Services Entity may assign this Agreement to an entity related to the Behavioral Health Services Entity by ownership or control or to any successor organization without the County's prior written consent.

10.7 Waiver. No waiver by either party of any breach or violation of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provisions.

10.8 Force Majeure. Neither party shall be liable for nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work interruptions by either party's employees or any other cause beyond the reasonable control of either party.

10.9 Time is of the Essence. Time is of the essence in this Agreement. The parties shall perform their obligations within the time specified.

10.10 Notice. Any notice, demand or communication required, permitted or desired to be given pursuant to this Agreement shall be deemed effectively given when personally delivered or sent by fax with copy sent by overnight courier, addressed as follows:

BEHAVIORAL HEALTH SERVICES ENTITY:
Janice Polo, EVP / CFO
BayCare Health System, Inc.
2985 Drew Street
Clearwater, FL 33759
Tel 727-820-8021

COUNTY:
Paula McGhee, Provider Services Manager
Health and Human Services Division
Polk HealthCare Plan
Polk County, Board of County Commissioners
2135 Marshall Edwards Drive
Bartow, FL 33830-6757
Tel 863-519-2003

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

10.11 Entire Agreement. This Agreement is the entire agreement between the parties, and it may not be modified or amended except by agreement in writing between the parties hereto.

10.12 Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the Effective Date.

BEHAVIORAL HEALTH SERVICES ENTITY
BayCare Health System, Inc.

BY: Janice Polo
Janice Polo, EVP / CFO

DATE: 3/2/2022

Ann Morris
WITNESS

Karen Murphy
WITNESS

POLK COUNTY, a political subdivision of the State of Florida

BY: Martha Santiago
Dr. Martha Santiago, Chair

DATE: 3/15/22

ATTEST: Stacy M. Butterfield, Clerk

P.50

BY: Alison Helland
Deputy Clerk

Reviewed as to form:

County Attorney's Office

EXHIBIT A
TOTAL COMPENSATION

Behavioral Health Provider Services

I. **Provider Reimbursement:** The Plan shall compensate physicians for Covered Services in accordance with the Fee Schedule below. Plan Year is October 1st to September 30th for benefit and limit purposes.

Description of Service	POS	Procedure Code	Mod1	Mod2	Established Rate	Reimbursement and Service Limitations
Behavioral Health Assessment Services						
Bio-psychosocial evaluation, substance abuse	11	H0001	HN		$52.80 per assessment	One bio-psychosocial evaluation, per recipient, per plan year. A bio-psychosocial evaluation is not reimbursable on the same day for the same recipient as an in-depth assessment.
Bio-psychosocial evaluation, substance abuse - Telehealth	11	H0001	HN	95	$52.80 per assessment	
Bio-psychosocial Evaluation, mental health	11	H0031	HN		$52.80 per assessment	One bio-psychosocial evaluation, per recipient, per plan year. A bio-psychosocial evaluation is not reimbursable on the same day for the same recipient as an in-depth assessment.
Bio-psychosocial Evaluation, mental health - Telehealth	11	H0031	HN	95	$52.80 per assessment	
In-depth assessment, new patient, substance abuse	11	H0001	HO		$137.50 per assessment	One in-depth assessment, per recipient, per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed, unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, established patient, substance abuse - Telemedicine	11	H0001	HO	95	$110.00 per assessment	
In-depth assessment, new patient, mental health	11	H0031	HO		$137.50 per assessment	One in-depth assessment, per recipient, per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed, unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, new patient, mental health - Telemedicine	11	H0031	HO	95	$137.50 per assessment	
In-depth assessment, established patient, mental health	11	H0031	TS		$110.00 per assessment	One in-depth assessment, per recipient, per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed, unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, established patient, mental health - Telemedicine	11	H0031	TS	95	$110.00 per assessment	

EXHIBIT A
TOTAL COMPENSATION

Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Mod2	Established Rate	Reimbursement and Service Limitations
Behavioral Health Assessment Services						
Limited functional assessment, substance abuse	11	H0001			$16.50 per assessment	Maximum of three limited functional assessments, per recipient, per plan year.
Limited functional assessment, substance abuse - Telehealth	11	H0001	95		$16.50 per assessment	
Limited functional assessment, mental health	11	H0031			$16.50 per assessment	Maximum of three limited functional assessments, per recipient, per plan year.
Limited functional assessment, mental health - Telehealth	11	H0031	95		$16.50 per assessment	
Treatment plan development, new and established patient, mental health	11	H0032			$106.70 per event	One treatment plan per provider, per plan year. A maximum total of two treatment plans per recipient per plan year. The reimbursement date for treatment plan development is the day it is authorized by the treating practitioner.
Treatment plan development, new and established patient, mental health - Telehealth	11	H0032	95		$106.70 per event	
Treatment plan development, new and established patient, substance abuse	11	T1007			$106.70 per event	One treatment plan per provider, per plan year. A maximum total of two treatment plans per recipient per plan year. The reimbursement date for treatment plan development is the day it is authorized by the treating practitioner.
Treatment plan development, new and established patient, substance abuse - Telehealth	11	T1007	95		$106.70 per event	
Treatment plan review, mental health	11	H0032	TS		$53.35 per event	A maximum of four treatment plan reviews, per recipient, per plan year. The reimbursement date for a treatment plan review is the day it is authorized by the treating
Treatment plan review, mental health - Telehealth	11	H0032	TS	95	$53.35 per event	
Treatment plan review, substance abuse	11	T1007	TS		$53.35 per event	A maximum of four treatment plan reviews, per recipient, plan year. The reimbursement date for a treatment plan review is the day it is authorized by the treating
Treatment plan review, substance abuse - Telehealth	11	T1007	TS	95	$53.35 per event	
Psychiatric evaluation by a physician	11	H2000	HP		$231.00 per evaluation	Maximum of two psychiatric evaluations per recipient, per plan year.
Psychiatric evaluation by physician - Telemedicine	11	H2000	HP	95	$231.00 per evaluation	
Psychiatric evaluation by a non-physician	11	H2000	HO		$165.00 per evaluation	Maximum of two psychiatric evaluations per recipient, per plan year.
Psychiatric evaluation by a non-physician - Telemedicine	11	H2000	HO	95	$165.00 per evaluation	
Behavioral Health Medication Management Services						
Medication management	11	T1015			$66.00 per event	No limit.
Medication management - Telehealth	11	T1015	95		$66.00 per event	
Behavioral health related medical services: alcohol and other drug screening specimen collection	11	H0048			$11.00 per event	52 behavioral health – related medical services: alcohol and other drug screening specimen collections, per recipient, per plan year.

EXHIBIT A
TOTAL COMPENSATION

Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Mod2	Established Rate	Reimbursement and Service Limitations
Behavioral Health Therapy Services						
Individual and family therapy	11	H2019	HR		$20.16 per quarter hour	A maximum of 104 quarter-hour units (26 hours) of individual and family therapy services, per recipient, per plan year. There is a maximum daily limit of four quarter-hour units (1 hour).
Individual and family therapy - Telehealth	11	H2019	HR	95	$20.16 per quarter hour	
Group therapy	11	H2019	HQ		$7.34 per quarter hour	A maximum of 156 quarter-hour units (39 hours) of group therapy services, per recipient, per plan year.
Group therapy - Telehealth	11	H2019	HQ	95	$7.34 per quarter hour	
Case Management						
Case Management, 15 min	11	T1016			$10.62 per each 15 minutes	Each 15 minutes. No limits.
Case Management, 15 min - Telemedicine	11	T1016	95		$10.62 per each 15 minutes	

II. The following co-pays apply to Plan Members.

The Behavioral Health Services Entity or the Behavioral Health Services Entity's Designee shall collect a co-pay from the Member for each office visit. The co-payment amount will not be deducted from the compensation reimbursed by the Plan as defined below.

POLK HEALTHCARE PLAN
MEDICAL CARD

Essential Care Choices Card
$1.00 Office Visit

Chronic Care Choices Card
$1.00 Office Visit

EXHIBIT B
INSTRUCTIONS FOR VERIFICATION OF ENROLLMENT

The following sources of enrollment verification shall be made when providing services to a Plan Member.

1. Each Member receives an identification card upon enrollment in the Plan. The card should always be presented to the Behavioral Health Services Entity when services are requested by Member and prior to receipt of services. The Behavioral Health Services Entity shall confirm eligibility by contacting the County or its third party administrator. It shall be the responsibility of the Behavioral Health Services Entity to confirm active enrollment prior to services being rendered.

2. If inpatient-admission certification is required for Member, the Behavioral Health Services Entity shall confirm admission certification approval, including contacting the County's representative or its third party administrator, when necessary.

Polk HealthCare Plan – Medical Card

FRONT OF CARD

POLK COUNTY

Indigent Health Care Division
Polk HealthCare Plan
Enrollment Card

Case #: _____ Worker Code: _____

Member Name: _____

Essential Care Choice

$1 Primary Care / $25 ER / Rx= $1 Generic / $5 Brand Name

OTHER COPAYS IDENTIFIED IN MEMBER SCHEDULE

Eligibility Period: _____ to _____

Primary Care Physician: _____

PCP Office Phone #: _____

BACK OF CARD

NOTICE TO MEMBER:

Carry this card with you at all times. To be used with contracted providers of the Polk HealthCare Plan, within Polk County, Florida. It must be presented each time you require any medical service. This card is not transferrable and is only valid for the eligibility period listed on the front. ***Do not alter or share this card with others as you will lose your governmental assistance provided by Polk County Indigent Health Care Tax.*** **Member Eligibility Appointments & Inquiries: Call (863) 533-1111.**

NOTICE TO PROVIDERS:

Only inpatient medical and surgery stays and certain outpatient services/ procedures require prior authorization. **Providers Call:**

Claims and Benefit Information
Ph: (888) 850-8222

AHH Pre-Certification
Fax (844) 241-9075

Paper Claim Submission
Meritain Health
PO Box 853921
Richardson, TX 75085-3921

Electronic Claim Submission
WebMD/Emdeon 41124
McKesson/Relay Health 1761

Polk HealthCare Plan – Medical Card

FRONT OF CARD

POLK COUNTY

Indigent Health Care Division
Polk HealthCare Plan
Enrollment Card

Case #: _____ Worker Code: _____

Member Name: _____

Chronic Care Choice

$1 Primary Care / $25 ER / Rx= $0 Generic / $3 Brand Name

OTHER COPAYS IDENTIFIED IN MEMBER SCHEDULE

Eligibility Period: _____ to _____

Primary Care Physician: _____

PCP Office Phone #: _____

BACK OF CARD

NOTICE TO MEMBER:

Carry this card with you at all times. To be used with contracted providers of the Polk HealthCare Plan, within Polk County, Florida. It must be presented each time you require any medical service. This card is not transferrable and is only valid for the eligibility period listed on the front. ***Do not alter or share this card with others as you will lose your governmental assistance provided by Polk County Indigent Health Care Tax.*** **Member Eligibility Appointments & Inquiries: Call (863) 533-1111.**

NOTICE TO PROVIDERS:

Only inpatient medical and surgery stays and certain outpatient services/ procedures require prior authorization. **Providers Call:**

Claims and Benefit Information
Ph: (888) 850-8222

AHH Pre-Certification
Fax (844) 241-9075

Paper Claim Submission
Meritain Health
PO Box 853921
Richardson, TX 75085-3921

Electronic Claim Submission
WebMD/Emdeon 41124
McKesson/Relay Health 1761

DISCLAIMER: THIS VERSION OF THE CARD IS EFFECTIVE BEGINNING 12/15/16 AND MAY BE SUBJECT TO CHANGE. PLEASE WATCH THE POLK HEALTHCARE PLAN WEBSITE.

FIRST AMENDMENT TO BEHAVIORAL HEALTH SERVICES AGREEMENT
FOR BEHAVIORAL HEALTH CARE

This First Amendment to Behavioral Health Services Agreement ("First Amendment") is made effective from **July 1, 2023** ("First Amendment Effective Date") to **September 30, 2025** by and between **BayCare Health System, Inc.**, ("Behavioral Health Services Entity"), and Polk County, a political subdivision of the State of Florida ("COUNTY") (Behavioral Health Services Entity and COUNTY shall be jointly referred to herein as the "Parties").

RECITALS:

WHEREAS, the Parties entered into that certain Behavioral Health Services Agreement, which is effective from March 1, 2022 through September 30, 2025 (the Agreement); and

WHEREAS, the Parties now desire to enter into this First Amendment for the purposes of revising the Total Compensation for Covered Services; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

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

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

2. Total Compensation for Covered Services defined and identified in Exhibit A of the Agreement is amended to the attached Exhibit A of this First Amendment.

3. Except as specifically set forth in this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto duly execute this First Amendment as of the First Amendment Effective Date.

BEHAVIORAL HEALTH SERVICES ENTITY
BayCare Health System, Inc.

BY: _____
Janice Polo, EVP / CFO

DATE: July 12, 2023

_____
WITNESS

Karen Murphy
WITNESS

POLK COUNTY, a political subdivision of the State of Florida

BY: _____
George M. Lindsey, III, Chairman

DATE: 8/8/2023

R.32

ATTEST: Stacy M. Butterfield, Clerk

BY: Alison Holland
Deputy Clerk

Approved as to form and legal sufficiency:

_____
County Attorney's Office

EXHIBIT A
TOTAL COMPENSATION

Behavioral Health Provider Services

I. Provider Reimbursement: The Plan shall compensate physicians for Covered Services in accordance with the Fee Schedule below. Plan Year is October 1st to September 30th for benefit and limit purposes.

Description of Service	POS	Procedure Code	Mod1	Mod2	Effective 7/1/2023	Reimbursement and Service Limitations
Behavioral Health Assessment Services						
Bio-psychosocial evaluation, substance abuse	11	H0001	HN		$87.00 per assessment	One bio-psychosocial evaluation per recipient per plan year. A bio-psychosocial evaluation is not reimbursable on the same day for the same recipient as an in-depth assessment.
Bio-psychosocial evaluation, substance abuse - Telehealth	11	H0001	HN	95	$87.00 per assessment	
Bio-psychosocial Evaluation, mental health	11	H0031	HN		$87.00 per assessment	One bio-psychosocial evaluation per recipient per plan year. A bio-psychosocial evaluation is not reimbursable on the same day for the same recipient as an in-depth assessment.
Bio-psychosocial Evaluation, mental health - Telehealth	11	H0031	HN	95	$87.00 per assessment	
In-depth assessment, new patient, substance abuse	11	H0001	HO		$137.50 per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, new patient, substance abuse - Telemedicine	11	H0001	HO	95	$137.50per assessment	
In-depth assessment, established patient, substance abuse	11	H0001	TS		$125.00 per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, established patient, substance abuse - Telemedicine	11	H0001	TS	95	$125.00per assessment	
In-depth assessment, new patient, mental health	11	H0031	HO		$137.50 per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, new patient, mental health - Telemedicine	11	H0031	HO	95	$137.50 per assessment	
In-depth assessment, established patient, mental health	11	H0031	TS		$125.00 per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, established patient, mental health - Telemedicine	11	H0031	TS	95	$125.00 per assessment	

EXHIBIT A
TOTAL COMPENSATION

Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Mod2	Effective 7/1/2023	Reimbursement and Service Limitations
Behavioral Health Assessment Services						
Limited functional assessment, substance abuse	11	H0001			$16.50 per assessment	Maximum of three limited functional assessments per recipient per plan year.
Limited functional assessment, substance abuse - Telehealth	11	H0001	95		$16.50 per assessment	
Limited functional assessment, mental health	11	H0031			$16.50 per assessment	Maximum of three limited functional assessments per recipient per plan year.
Limited functional assessment, mental health - Telehealth	11	H0031	95		$16.50 per assessment	
Treatment plan development, new and established patient, mental health	11	H0032			$106.70 per event	One treatment plan per provider per plan year. A maximum total of two treatment plans per recipient per plan year. The reimbursement date for treatment plan development is the day it is authorized by the treating practitioner.
Treatment plan development, new and established patient. mental health - Telehealth	11	H0032	95		$106.70 per event	
Treatment plan development, new and established patient, substance abuse	11	T1007			$106.70 per event	One treatment plan per provider per plan year. A maximum total of two treatment plans per recipient per plan year. The reimbursement date for treatment plan development is the day it is authorized by the treating practitioner.
Treatment plan development, new and established patient, substance abuse -Telehealth	11	T1007	95		$106.70 per event	
Treatment plan review, mental health	11	H0032	TS		$87.00 per event	A maximum of four treatment plan reviews per recipient per plan year. The reimbursement date for a treatment plan review is the day it is authorized by the treating
Treatment plan review, mental health - Telehealth	11	H0032	TS	95	$87.00 per event	
Treatment plan review, substance abuse	11	T1007	TS		$87.00 per event	A maximum of four treatment plan reviews per recipient plan year. The reimbursement date for a treatment plan review is the day it is authorized by the treating
Treatment plan review, substance abuse - Telehealth	11	T1007	TS	95	$87.00 per event	
Psychiatric evaluation by a physician	11	H2000	HP		$339.00 per evaluation	Maximum of two psychiatric evaluations per recipient per plan year.
Psychiatric evaluation by physician - Telemedicine	11	H2000	HP	95	$339.00 per evaluation	
Psychiatric evaluation by a non-physician	11	H2000	HO		$165.00 per evaluation	Maximum of two psychiatric evaluations per recipient per plan year.
Psychiatric evaluation by a non-physician -Telemedicine	11	H2000	HO	95	$165.00 per evaluation	
Brief behavioral health status exam	11	H2010	HO		$14.66 per quarter hour	There is a maximum of 10 quarter-hour units annually (2.5 hours) per recipient per plan year. There is a maximum daily limit of two quarter-hour units. A brief behavioral assessment is not reimbursable on the same day that a psychiatric evaluation, bio-psychosocial assessment, or in-depth assessment has been completed by a qualified treating practitioner.

EXHIBIT A
TOTAL COMPENSATION

Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Mod2	Effective 7/1/2023	Reimbursement and Service Limitations
Behavioral Health Medication Management Services						
Medication management	11	T1015			$85.00 per event	No limit.
Medication management-Telehealth	11	T1015	95		$85.00 per event	
Alcohol and other drug screening specimen collection	11	H0048			$25.00 per event	52 behavioral health - related medical services: alcohol and other drug screening specimen collections per recipient per plan year.
Alcohol and/or drug screening (Oral)	11	H0049			$25.00 per event	52 behavioral health - related medical services: alcohol and other drug screening specimen collections per recipient per plan year.
Behavioral Health Therapy Services						
Individual and family therapy	11	H2019	HR		$21.75 per quarter hour	A maximum of 104 quarter-hour units (26 hours) of individual and family therapy services per recipient per plan year. There is a maximum daily limit of four quarter-hour units (1 hour).
Individual and family therapy - Telehealth	11	H2019	HR	95	$21.75 per quarter hour	
Group therapy	11	H2019	HQ		$21.75 per quarter hour	A maximum of 156 quarter-hour units (39 hours) of group therapy services per recipient per plan year.
Group therapy - Telehealth	11	H2019	HQ	95	$21.75 per quarter hour	
Case Management						
Case Management, 15 min	11	T1016			$17.00 per each 15 minutes	Each 15 minutes. No limits.
Case Management, 15 min - Telemedicine	11	T1016	95		$17.00 per each 15 minutes	

II. The following co-pays apply to Plan Members.

The Behavioral Health Services Entity or the Behavioral Health Services Entity's Designee shall collect a co-pay from the Member for each office visit. The co-payment amount will not be deducted from the compensation reimbursed by the Plan as defined below.

POLK HEALTHCARE PLAN
MEDICAL CARD

Essential Care Choices Card
$1.00 Office Visit

Chronic Care Choices Card
$1.00 Office Visit

Agenda Item R.21. 12/16/2025

SUBJECT

Approve the second amendment to the Polk HealthCare Plan Behavioral Health Services Agreement with Tri-County Human Services, Inc. for behavioral health care services. (Transfer of existing appropriations to medical provider)

DESCRIPTION

The amendment to the behavioral health services agreement will allow Tri-County Human Services, Inc. to continue providing behavioral health care services to qualified county residents enrolled in the Polk HealthCare Plan.

The agreement was effective March 1, 2022 through September 30, 2025. This second amendment effective October 1, 2025 extends the term of the agreement through September 30, 2028, adjusts the fee schedule, and allows for more billable services.

RECOMMENDATION

Approve the second amendment to the Polk HealthCare Plan Behavioral Health Services Agreement with Tri-County Human Services, Inc. for behavioral health care services.

FISCAL IMPACT

Funds are available in the Indigent Health Care Funds.

CONTACT INFORMATION

Paula C. McGhee, Provider Services and Contract Manager, Health and Human Services Division at 863-519-2003

Joy Johnson, Administrator, Health and Human Services Division at 863-534-5204

SECOND AMENDMENT TO BEHAVIORAL HEALTH SERVICES AGREEMENT
FOR BEHAVIORAL HEALTH CARE

This Second Amendment to Behavioral Health Services Agreement ("Second Amendment") is made effective **October 1, 2025** ("Second Amendment Effective Date") by and between **Tri-County Human Services, Inc.**, ("Behavioral Health Services Entity"), and Polk County, a political subdivision of the State of Florida ("COUNTY") (Behavioral Health Services Entity and COUNTY shall be jointly referred to herein as the "Parties").

RECITALS:

WHEREAS, the Parties entered into that certain Behavioral Health Services Agreement, which is effective from March 1, 2022 through September 30, 2025 (the Agreement); and

WHEREAS, the Parties entered into the First Amendment for the purpose of revising the Total Compensation for Covered Services; and

WHEREAS, the Parties now desire to enter into this Second Amendment for the purposes of extending the term of the contract, revising the Total Compensation for Covered Services, and modifying certain provisions of the Agreement; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

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

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

2. Article IV: BEHAVIORAL HEALTH SERVICES ENTITY'S OBLIGATION Section 4.5 is amended and replaced as follows:

4.5 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, Florida Statutes, 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, Florida Statutes, "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), Florida Statutes, the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Florida Statutes, 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, Florida Statutes, 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.

3. Article VIII: TERM AND TERMINATION Section 8.1 is amended and replaced as follows:

   8.1 Term. This Agreement shall commence as of the Effective Date and shall thereafter continue through September 30, 2028 unless terminated sooner upon sixty (60) days' prior written notice by either party to the other, or until terminated pursuant to this Article.

4. Article X: MISCELLANEOUS Section 10.10 Notice is amended to update the mailing address for Behavioral Health Services Entity as follows:

   BEHAVIORAL HEALTH SERVICES ENTITY:
   Robert C. Rihn, CEO
   Tri-County Human Services, Inc.
   2026 Crystal Wood Drive
   Lakeland, FL 33801-6884
   Tel 863-709-9392

5. Article X: MISCELLANEOUS is amended to add the following sections:

   10.13 No Coercion for Labor or Services. Concurrently with its execution of this Second Amendment, Behavioral Health Services Entity has executed an affidavit (Exhibit C) which has been signed by an officer or representative of Behavioral Health Services Entity under penalty of perjury attesting that Behavioral Health Services Entity does not use coercion for labor or services as those terms are defined in Florida Statutes, § 787.06, as that statute may be subsequently revised or amended. Failure to provide the required affidavit is a material default of this Agreement. Behavioral Health Services Entity shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Agreement as required by Section 787.06.

   10.14 Foreign Country of Concern Attestation. Concurrently with its execution of this Second Amendment, Behavioral Health Services Entity has executed an affidavit (Exhibit D) which has been signed by an officer or representative of Behavioral Health Services Entity under penalty of perjury attesting that Behavioral Health Services Entity does not meet any of the criteria stated in Florida Statutes, § 287.138(2), as that statute may be subsequently revised or amended. Receipt of the required affidavit is a condition precedent to this Agreement. Behavioral Health Services Entity shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Agreement as required by Section 287.138.

6. Total Compensation for Covered Services defined and identified in Exhibit A of the Agreement is amended to the attached Exhibit A of this Second Amendment.

7. Instructions for Verification of Enrollment defined and identified in Exhibit B of the Agreement is amended to the attached Exhibit B of this Second Amendment.

8. Exhibit C No Coercion for Labor or Services Affidavit is incorporated in the Agreement with the attached Exhibit C No Coercion for Labor or Services Affidavit of this Second Amendment.

9. Exhibit D Foreign Country of Concern Affidavit is incorporated in the Agreement with the attached Exhibit D Foreign Country of Concern Affidavit of this Second Amendment.

10. Except as specifically set forth in this Second Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto duly execute this Second Amendment as of the Second Amendment Effective Date.

BEHAVIORAL HEALTH SERVICES ENTITY
Tri-County Human Services, Inc.

BY: _____
Robert C. Rihn, Chief Executive Officer

DATE: 12/2/25

_____
WITNESS

_____
WITNESS

POLK COUNTY, a political subdivision of the State of Florida

BY: _____
_____, Chair

DATE: _____

ATTEST: Stacy M. Butterfield, Clerk

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency:

_____
County Attorney's Office

EXHIBIT A
TOTAL COMPENSATION
Behavioral Health Provider Services

I. Provider Reimbursement:

a. The Plan shall compensate physicians for the following CPT/Procedure Codes at the rate of one hundred fifteen percent (115%) of the first Medicaid rate published after January of each year, and as set forth in the Physician Fee Schedule, as published and updated by the Center for Medicare and Medicaid Services (CMS).

b. Once the Medicaid rates have been published in January of each year, there will be no adjustments to the fee schedule during the calendar year.

Description of Service	POS	Procedure Code	Mod1	Telemedicine	Effective 10/1/2025		Reimbursement and Service Limitations
Behavioral Health Assessment Services							
Psychiatric evaluation by a physician	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H2000	HP	Yes	$288.22	per evaluation	Maximum of two psychiatric evaluations per recipient per plan year.
Psychiatric evaluation by a non-physician	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H2000	HO	Yes	$205.87	per evaluation	Maximum of two psychiatric evaluations per recipient per plan year.
Brief behavioral health status exam	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H2010	HO	Yes	$17.01	per quarter hour	There is a maximum of 10 quarter-hour units annually per recipient per plan year. There is a maximum daily limit of two quarter-hour units. A brief behavioral assessment is not reimbursable on the same day that a psychiatric evaluation, bio-psychosocial assessment, or in-depth assessment has been completed by a qualified treating practitioner.
In-depth assessment, new patient, mental health	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0031	HO	No	$145.03	per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, established patient, mental health	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0031	TS	No	$116.01	per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, new patient, substance abuse	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0001	HO	No	$145.03	per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, established patient, substance abuse	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0001	TS	No	$116.01	per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.

EXHIBIT A
TOTAL COMPENSATION
Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Telemedicine	Effective 10/1/2025		Reimbursement and Service Limitations
Behavioral Health Assessment Services							
Bio-psychosocial evaluation, mental health	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0031	HN	Yes	$65.87	per assessment	One bio-psychosocial evaluation per recipient per plan year. A bio-psychosocial evaluation is not reimbursable on the same day for the same recipient as an in-depth assessment.
Bio-psychosocial evaluation, substance abuse	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0001	HN	Yes	$65.87	per assessment	One bio-psychosocial evaluation per recipient per plan year. A bio-psychosocial evaluation is not reimbursable on the same day for the same recipient as an in-depth assessment.
Psychological testing	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H2019		No	$20.59	per quarter hour	Maximum of 40 quarter-hour units of psychological testing per plan year.
Limited functional assessment, substance abuse	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0001		Yes	$20.59	per assessment	Maximum of three limited functional assessments per recipient per plan year.
Limited functional assessment, mental health	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0031		Yes	$20.59	per assessment	Maximum of three limited functional assessments per recipient per plan year.
Treatment plan development, new and established patient, mental health	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0032		No	$112.54	per event	One treatment plan per provider per plan year. A maximum total of two treatment plans per recipient per plan year. The reimbursement date for treatment plan development is the day it is authorized by the treating practitioner.
Treatment plan development, new and established patient, substance abuse	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	T1007		No	$112.54	per event	One treatment plan per provider per plan year. A maximum total of two treatment plans per recipient per plan year. The reimbursement date for treatment plan development is the day it is authorized by the treating practitioner.
Treatment plan review, mental health	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0032	TS	No	$56.27	per event	A maximum of four treatment plan reviews per recipient per plan year. The reimbursement date for a treatment plan review is the day it is authorized by the treating practitioner.
Treatment plan review, substance abuse	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	T1007	TS	No	$56.27	per event	A maximum of four treatment plan reviews per recipient plan year. The reimbursement date for a treatment plan review is the day it is authorized by the treating practitioner.
Behavioral Health Therapy Services							
Individual medical psychotherapy, mental health	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H2010	HE	Yes	$17.40	per quarter hour	A maximum of 16 quarter-hour units of brief individual medical psychotherapy, per recipient, per per plan year. Individual medical psychotherapy is not reimbursable on the same day, for the same recipient, as brief group medical therapy or medication management.
Individual medical psychotherapy, substance abuse	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H2010	HF	Yes	$17.40	per quarter hour	A maximum of 16 quarter-hour units of brief individual medical psychotherapy, per recipient, per per plan year. Individual medical psychotherapy is not reimbursable on the same day, for the same recipient, as brief group medical therapy or medication management.
Individual and family therapy	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H2019	HR	Yes	$25.15	per quarter hour	A maximum of 104 quarter-hour units of individual and family therapy services, per recipient, per plan year. There is a maximum daily limit of four quarter-hour units.
Group therapy	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H2019	HQ	No	$17.40	per quarter hour	A maximum of 156 quarter-hour units of group therapy services, per recipient, per per plan year.
Case Manager Services							
Case Management, 15 min	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	T1016		Yes	$17.00	per quarter hour	No limits.
Peer Specialist							
Peer Support Services - Individual, individual -15 min	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0035		Yes	$18.10	per quarter hour	No limits.
Peer Support Services - Attempt, individual -15 min	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0035	52	No	$18.10	per quarter hour	A maximum of 16 quarter-hour units of Peer Support attempt per recipient per plan year.
Peer Support Services - Group -15 min	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0025		No	$4.39	per quarter hour	No limits.

EXHIBIT A
TOTAL COMPENSATION
Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Telemedicine	Effective 10/1/2025		Reimbursement and Service Limitations
Behavioral Health Medication Management Services							
Medication management	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	T1015		Yes	$82.35	per event	No limits.
Alcohol and other drug screening specimen collection	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0048		No	$11.60	per event	52 behavioral health - related medical services: alcohol and other drug screening specimen collections per recipient per plan year.
Alcohol and/or drug screening (Oral)	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0049		No	$6.53	per event	52 behavioral health - related medical services: alcohol and other drug screening specimen collections per recipient per plan year.
Medication-assisted treatment services (MAT) - Methadone	10, 02, 04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	H0020		Yes	$78.29	weekly rate	52 times, per recipient, per plan year. The service is billed one time per seven days. This service is not reimbursable using any other procedure code.
Medication Administration							
Administration of a therapeutic	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	96372		No	$13.57	per event	No limits.
Drugs							
Naltrexone, depot form 1mg	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	J2315		No	$4.12	per mg	No limits.
Methadone injection, 10mg	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	J1230		No	$20.66	per 10 mg	No limits.
Naltrexone, depot form, 1mg (Vivitrol)	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	J2315		No	$4.12	per mg	1 vial/month
Opioid Treatment Programs							
Medication assisted treatment, methadone; weekly bundle including dispensing and/or administration, substance use counseling, individual and group therapy, and toxicology testing if performed	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2067		No	$268.89	per service	No limits.
Medication assisted treatment, buprenorphine (oral); weekly bundle including dispensing and/or administration, substance use counseling, individual and group therapy, and toxicology testing if performed	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2068		No	$295.87	per service	No limits.
Medication assisted treatment, buprenorphine (injectable) administered on a monthly basis; bundle including dispensing and/or administration, substance use counseling, individual and group therapy, and toxicology testing if performed	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2069		No	$2,031.54	per service	No limits.
Medication assisted treatment, naltrexone; weekly bundle including dispensing and/or administration, substance use counseling, individual and group therapy, and toxicology testing if performed	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2073		No	$1,709.79	per service	No limits.
Medication assisted treatment, weekly bundle not including the drug, including substance use counseling, individual and group therapy, and toxicology testing if performed	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2074		No	$214.54	per service	No limits.
Medication assisted treatment, buprenorphine (injectable) administered on a weekly basis; weekly bundle including dispensing and/or administration, substance use counseling, individual and group therapy, and toxicology testing if performed	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G0533		No	$639.12	per service	No limits.

EXHIBIT A
TOTAL COMPENSATION
Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Telemedicine	Effective 10/1/2025		Reimbursement and Service Limitations
Opioid Treatment Programs							
Intake activities, including initial medical examination that is conducted by an appropriately licensed practitioner and preparation of a care plan, which may be informed by administration of a standardized, evidence-based Social Determinants of Health Risk Assessment to identify unmet health-related social needs, and that includes the patient's goals and mutually agreed-upon actions for the patient to meet those goals, including harm reduction interventions; the patient's needs and goals in the areas of education, vocational training, and employment; and the medical and psychiatric, psychosocial, economic, legal, housing, and other recovery support services that a patient needs and wishes to pursue, conducted by an appropriately licensed/credentialed personnel; List separately in addition to each primary code.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2076		No	$228.42	per service	No limits.
Periodic assessment; assessing periodically by an OTP practitioner and includes a review of MOUD dosing, treatment response, other substance use disorder treatment needs, responses and patient-identified goals, and other relevant physical and psychiatric treatment needs and goals; assessment may be informed by administration of a standardized, evidence-based Social Determinants of Health Risk Assessment to identify unmet health-related social needs, or the need and interest for harm reduction interventions and recovery support services; List separately in addition to each primary code.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2077		No	$147.93	per service	No limits.
Take-home supply of methadone; up to 7 additional day supply; List separately in addition to code for primary procedure.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2078		No	$42.13	per service	No limits.
Take-home supply of buprenorphine (oral); up to 7 additional day supply; List separately in addition to code for primary procedure.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2079		No	$69.11	per service	No limits.
Each additional 30 minutes of counseling in a week of medication assisted treatment; List separately in addition to code for primary procedure.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2080		No	$36.00	per service	No limits.
Take-home supply of nasal naloxone; List separately in addition to code for primary procedure.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2215		No	$40.30	per service	No limits.
Take-home supply of injectable naloxone; List separately in addition to code for primary procedure.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G2216		No	contractor-priced	per service	No limits.
Take-home supply of nasal naloxone; 2-pack of 8mg per 0.1 mL nasal spray; List separately in addition to code for primary procedure.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G1028		No	$127.90	per service	No limits.
Intensive outpatient services; minimum of nine services over a 7-contiguous day period, which can include individual and group therapy with physicians or psychologists (or other mental health professionals to the extent authorized under State law); occupational therapy requiring the skills of a qualified occupational therapist; services of social workers, trained psychiatric nurses, and other staff trained to work with psychiatric patients; drugs and biologicals furnished for therapeutic purposes, excluding opioid agonist and antagonist medications that are FDA-approved for use in treatment of OUD or opioid antagonist medications for the emergency treatment of known or suspected opioid overdose; individualized activity therapies that are not primarily recreational or diversionary; family counseling (the primary purpose of which is treatment of the individual's condition); patient training and education (to the extent that training and educational activities are closely and clearly related to individual's care and treatment); diagnostic services (not including toxicology testing); List separately in addition to code for primary procedure.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G0137		No	$804.60	per service	No limits.
Take-home supply of nasal nalmefene hydrochloride; one carton of two, 2.7 mg per 0.1 mL nasal sprays; List separately in addition to each primary code.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G0532		No	$78.34	per service	No limits.
Coordinated care and/or referral services, such as to adequate and accessible community resources to address unmet health-related social needs, including harm reduction interventions and recovery support services a patient needs and wishes to pursue, which significantly limit the ability to diagnose or treat an opioid use disorder; each additional 30 minutes of services; List separately in addition to each primary code.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G0534		No	$41.69	per service	No limits.
Patient navigational services, provided directly or by referral; including helping the patient to navigate health systems and identify care providers and supportive services, to build patient self-advocacy and communication skills with care providers, and to promote patient-driven action plans and goals; each additional 30 minutes of services; List separately in addition to each primary code.	04, 11, 12, 14, 15, 16, 27, 50, 53, 55, 56, 57, 58, 71, 72, 99	G0535		No	$41.69	per service	No limits.

EXHIBIT A
TOTAL COMPENSATION
Behavioral Health Provider Services (cont.)

II. The following co-pays apply to Plan Members.

The Behavioral Health Services Entity or the Behavioral Health Services Entity's Designee shall collect a co-pay from the Member for each office visit. The co-payment amount will not be deducted from the compensation reimbursed by the Plan as defined below.

POLK HEALTHCARE PLAN
MEDICAL CARD

Essential Care Choices Card	Chronic Care Choices Card
$1.00 Office Visit	$1.00 Office Visit

EXHIBIT B
INSTRUCTIONS FOR VERIFICATION OF ENROLLMENT

The following sources of enrollment verification shall be made when providing services to a Plan Member.

1. Each Member receives an identification card upon enrollment in the Plan. The card should always be presented to the Behavioral Health Services Entity when services are requested by Member and prior to receipt of services. The Behavioral Health Services Entity shall confirm eligibility by contacting the County or its third party administrator. It shall be the responsibility of the Behavioral Health Services Entity to confirm active enrollment prior to services being rendered.

Polk HealthCare Plan – Medical Card

FRONT OF CARD

POLK COUNTY

Community Health Care
Polk HealthCare Plan
Enrollment Card

Member ID: _____
Member Name: _____
Primary Care Physician: _____
Office Phone #: _____
Plan Type: _____
Eligibility Period: _____ **to** _____
Co-Pay: $1 PCP / $25 ER

BACK OF CARD

NOTICE TO MEMBER:
Please present this card each time you require any medical service with a contracted provider of the Polk HealthCare Plan, within Polk County, Florida. This card is not transferrable and is only valid for the eligibility period listed on the front. ***Do not alter or share this card with others as you will lose your governmental assistance provided by Polk County Indigent Health Care Tax.***

NOTICE TO PROVIDERS:

Eligibility Appointments & Inquiries
Call (863) 533-1111

AHH Pre-Certification
Fax (844) 241-9075

Paper Claim Submission
Meritain Health
PO Box 853921
Richardson, TX 75085-3921

Claims and Benefit Information
Call (888) 850-8222

Electronic Claim Submission
WebMD/Emdeon 41124
McKesson/Relay Health 1761

DISCLAIMER: THIS VERSION OF THE CARD IS EFFECTIVE BEGINNING 9/1/24 AND MAY BE SUBJECT TO CHANGE. PLEASE WATCH THE POLK HEALTHCARE PLAN WEBSITE.

EXHIBIT C
NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

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 Robert Rich, 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.

Tri-County Human Services
NONGOVERNMENTAL ENTITY

SIGNATURE

Robert Rich
PRINT NAME

CEO
TITLE

12/2/25
DATE

EXHIBIT D
FOREIGN COUNTRY OF CONCERN AFFIDAVIT
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Tri-County Human Services (Name of Entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

PRINTED NAME: Robert Rich

TITLE: CEO

SIGNATURE: Robert C. Rich DATE: 02/2/25

BEHAVIORAL HEALTH SERVICES AGREEMENT
FOR BEHAVIORAL HEALTH CARE

This Agreement ("Agreement") is made effective from **March 1, 2022** ("Effective Date") to **September 30, 2025** by and between **Tri-County Human Services, Inc.**, ("Behavioral Health Services Entity"), and Polk County, a political subdivision of the State of Florida ("COUNTY") (Behavioral Health Services Entity and COUNTY shall be jointly referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the County has an indigent health care plan, hereinafter known as the Polk HealthCare Plan (further defined herein and hereinafter referred to as the "Plan" as further defined in Section 1.8, below), and wishes to arrange for the provision of outpatient behavioral health services to certain eligible County residents ("Members" as further defined in Section 1.9, below); and

WHEREAS, the Behavioral Health Services Entity is comprised of, or contracts with, one or more Qualified Providers (hereinafter defined) capable of meeting the credentialing criteria of the County; and

WHEREAS, the County desires to engage the Behavioral Health Services Entity to deliver, or arrange for the delivery of outpatient behavioral health services to the Members of its Plan; and

WHEREAS, the Behavioral Health Services Entity is willing to deliver or arrange for the delivery of such services on the terms specified herein.

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

ARTICLE I
DEFINITIONS

1.1 Claim. A statement of services submitted to the County, or its designated third party administrator, by the Behavioral Health Services Entity following the provision of Covered Services to a Member that shall include the Member's demographics, diagnosis or diagnoses (ICD10 Codes), date(s) of service, CPT/HCPCS codes, place of service, authorization number if required, referring provider if applicable, treating provider and the member name, member address, member date of birth, Plan member identification number and Qualified Provider to be paid for services rendered to the Member submitted on an approved CMS 1500 Form.

1.2 Co-payment. A charge which may be collected directly by a Behavioral Health Services Entity or Behavioral Health's Services Entity's designee from a Member in accordance with the Plan.

1.3 County. The designated division of the county government of Polk County, Florida, Polk HealthCare Plan, Health and Human Services Division or its authorized agent as applicable.

1.4 County Notice. A communication by the County to the Behavioral Health Services Entity informing the Behavioral Health Services Entity of the terms of the Plan, modifications to the Plan, and any other information relevant to the provision of Covered Services pursuant to this Agreement.

1.5 Covered Services. Those outpatient Behavioral Health care services to be delivered by or through Behavioral Health Services Entity to Members pursuant to this Agreement, as further defined in ARTICLE II.

1.6 Behavioral Health Services Entity. An individual or group of Qualified Providers, who are capable of meeting the credentialing criteria of the Plan.

1.7 Payer. The entity or organization directly responsible for the payment of Covered Services to the Behavioral Health Services Entity under the Plan.

1.8 Polk HealthCare Plan (the "Plan"). A government assistance program to provide health care services, which is funded by a discretionary sales surtax (as authorized pursuant to F.S. 212.055(7)) and administered by the County for the benefit of Members, as it may be modified from time to time, and all the terms, conditions, limitations, exclusions, benefits, rights and obligations thereof to which County and Members are subject.

1.9 Polk HealthCare Plan Members (or Members). Any individual(s) who has/have been determined eligible by the County to participate in the Plan and who is/are enrolled in the Plan.

1.10 Protected Health Information (PHI). Information that is (a) created or received by a Behavioral Health Services Entity; (b) relates to: (1) the past, present, or future behavioral health condition of an individual; (2) the provision of behavioral health care to an individual; or (3) the past, present, or future payment for the provision of behavioral health care to an individual; and (c) identifies the individual or there is a reasonable basis to believe the information can be used to identify the individual. PHI does not include information excluded from HIPAA's definition of "protected health information" in 45 C.F.R. 160.103.

1.11 Qualified Provider. A doctor of medicine or osteopathy, certified nurse practitioner, physician assistant, Mental Health Counselor, Psychologist, or Clinical Social Worker licensed to practice in the State of Florida, who possesses an unencumbered Florida license, and who provides Covered Services to Members as contemplated in this Agreement.

1.12 Total Compensation. The total amount payable by Payer and Member for Covered Services furnished pursuant to this Agreement. The Total Compensation is defined herein pursuant to EXHIBIT A, attached hereto and incorporated into this Agreement by reference.

ARTICLE II
DELIVERY OF SERVICES

2.1 Covered Services. The Behavioral Health Services Entity shall provide or, through its Qualified Providers, arrange for the Members the provision of Covered Services that are identified in EXHIBIT A, attached hereto and made a part of this Agreement by reference. All Covered Services shall be provided in accordance with generally accepted clinical and legal standards, consistent with medical ethics governing the Qualified Provider. Non-Covered Services are not reimbursable services under the Plan.

2.2 Verification of Members. In order to guarantee payment, the Behavioral Health Services Entity shall utilize a Member's identification card, which has been chosen by the County to verify and confirm that Member's eligibility for Covered Services prior to rendering any such Covered Services pursuant to the instructions provided in EXHIBIT B attached hereto and made a part of this Agreement by reference.

ARTICLE III
COMPENSATION AND RELATED TERMS

3.1 Compensation. The Behavioral Health Services Entity, or its designee, shall accept the Total Compensation as full payment for the provision of Covered Services.

3.2 Billing for Covered Services. The Behavioral Health Services Entity shall submit a Claim to the County or its third party administrator and, in the event the Claim is consistent with the compensation terms under EXHIBIT A, the County or its third party administrator shall pay the Behavioral Health Services Entity for Covered Services rendered to Members in accordance with the terms of this Agreement. The Behavioral Health Services Entity shall arrange for all Claims for Covered Services to be submitted to the County or its third party administrator within one hundred and eighty (180) days from the date of service. If additional information is required or needed by the County or its third party administrator to evaluate or validate the original Claim submitted by the Behavioral Health Services Entity for payment, the Behavioral Health Services Entity will have an additional ninety (90) days from the date of the initial claim denial to resubmit a corrected claim. The Behavioral Health Services Entity shall submit such claims on a billing form CMS-1500 or on any other form that the County directs the Behavioral Health Services Entity, in writing, to utilize. If the Behavioral Health Services Entity does not submit a Claim to the County or its third party administrator in a timely manner, the County or its third party administrator may, at its discretion, deny payment.

3.3 Co-payments to be Collected from Members. When the Plan requires Members to make Co-payments, such Co-payments shall be collected from the Member at the time the service is rendered by the Behavioral Health Services Entity or one of its Qualified Providers. The County shall inform or educate Members that Members must make a Co-payment at the time the service is rendered and that this practice is mandatory for all Members. At no time shall the Behavioral Health Services Entity bill a Member for any balance remaining in relation to a bill after the Total Compensation has been applied to the same.

3.4 Promptness of Payment. The County or its third party administrator shall remit to the Behavioral Health Services Entity the County's portion of the Total Compensation, as specified in EXHIBIT A, within forty-five (45) days of receipt of a Claim by the Behavioral Health Services Entity. This Claim shall be sufficient in detail so that the County or its third party administrator is able to reasonably determine the amount to be paid. If additional information is required or needed by the County or its third party administrator to evaluate or validate the original Claim submitted by the Behavioral Health Services Entity for payment, the Behavioral Health Services Entity will have an additional ninety (90) days from the date of the initial claim denial to resubmit a corrected claim.

The County or its third party administrator shall affirm and pay any valid claims within forty-five (45) days of receipt of such additional information. All payments to the Behavioral Health Services Entity shall be considered final unless adjustments are requested, in writing to the County or its third party administrator by the Behavioral Health Services Entity within ninety (90) days following receipt of the payment explanation from the Payer.

If payment has been made to the Behavioral Health Services Entity by the County or its third party administrator for a non-covered service, the Behavioral Health Services Entity shall promptly refund such payment provided written notice of payment for such non-covered service has been made by the County within ninety (90) days of receipt of the Behavioral Health Services Entity's Claim.

For purpose of payment, "prompt payment" may be defined as "within ninety (90) days." The Behavioral Health Services Entity agrees that it shall not bill and collect any amount pursuant to this Agreement for charges incurred by Members to the extent that such charges result from an error made by the Behavioral Health Services Entity. An error shall include, but not be limited to, duplicate billing for a Covered Service provided only once and any services which were not actually rendered. If the County or its third party administrator concludes that such an erroneous billing or collection has been made, the County or its third party administrator shall notify the Behavioral Health Services Entity of the error. Upon receipt of this notification, the Behavioral Health Services Entity shall promptly withdraw the billing or that part which is in error, or reimburse the County or its third party administrator for such amounts already paid to the Behavioral Health Services Entity pursuant to the erroneous billing.

3.5 Payer of Last Resort. Under no circumstances shall Behavioral Health Services Entity bill the Plan or the Plan pay any Member bill until and unless all other sources of other Member coverage have been billed and payment has been denied by the same. Should a Plan member be determined to have other coverage for services provided by Behavioral Health Services Entity under any other contractual or legal benefit, including, but not limited to, Medicaid, Medicare, or a private group or indemnification program, Behavioral Health Services Entity is expected to bill the said entity as the primary payer. If the Plan paid for services and other coverage is later discovered, the Behavioral Health Services Entity must reimburse the County or its third party administrator by recoup, refund or adjustments.

3.6 Sole Source of Payment. Only after other payer sources have been exhausted, Behavioral Health Services Entity will pursue payment of any Claim from the County or its third party administrator for Medically Necessary Covered Services of Members. Behavioral Health Services Entity shall make no charges or claims against the Plan Members for Covered Services except for Co-payments as previously authorized.

ARTICLE IV
BEHAVIORAL HEALTH SERVICES ENTITY'S OBLIGATION

4.1 Licensed/Good Standing. The Behavioral Health Services Entity represents that each of its Qualified Providers are and shall remain licensed and/or registered who possesses an unencumbered Florida license to practice medicine and, if such Behavioral Health Services Entity is an entity, such entity is registered and in good standing in the State of Florida. Failure to maintain licensure will be grounds for immediate termination of this Agreement under Section 8.2.

4.2 Nondiscrimination. The Behavioral Health Services Entity agrees that it and each of its Qualified Providers shall not differentiate or discriminate in its provision of Covered Services to Members because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, income, health status, disability or age. Further, the Behavioral Health Services Entity agrees that its Qualified Providers shall render Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as such services are offered to patients not associated with the Plan and consistent with medical ethics and applicable legal requirements for providing continuity of care.

4.3 Standards. Covered Services provided by or arranged for by the Behavioral Health Services Entity shall be delivered only by professional personnel qualified by licensure, training or experience to discharge their responsibilities and operate their facilities in a manner that complies with generally accepted standards in the industry.

4.4 Credentialing of Qualified Providers. The Behavioral Health Services Entity acknowledges that the County may delegate to it, at the County's discretion, all credentialing responsibilities and authority with respect to Qualified Providers and/or other practitioners. This delegation will be accepted by the Behavioral Health Services Entity, if so directed by the County.

4.5 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:

(1) "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

(2) "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

(3) "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:

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

(2) All persons (including subvendors/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, Florida Statute, "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.

4.6 Authority. The Behavioral Health Services Entity shall, and hereby does, represent and warrant that it has full legal power and authority to bind its Qualified Providers to the provisions of this Agreement. The Behavioral Health Services Entity shall communicate with its Qualified Providers regarding all matters relating to this Agreement and the services to be performed hereunder.

4.7 Administrative Procedures. The Behavioral Health Services Entity and each of its Qualified Providers shall comply with the policies and procedures established by the County and pursuant to the Plan, to the extent the Behavioral Health Services Entity has received notice of the same, consistent with the terms of this Agreement.

4.8 Use of Names for Marketing. The Behavioral Health Services Entity and each of its Qualified Providers shall permit the County to utilize the name, address, and telephone number of it or its Qualified Providers, in the County's list of Behavioral Health Services Entities, which will be distributed to Members. Such rights shall not extend to the listing of such Qualified Providers or Behavioral Health Services Entity in any newspaper, radio, or television advertising without receiving the prior written consent of said Behavioral Health Services Entity. Time is of the essence and approval will not be unreasonably withheld.

4.9 Noninterference with Outpatient Behavioral Health. Nothing in this Agreement is intended to create (nor shall be construed or deemed to create) any right of the County to intervene in any manner in the methods or means by which the Behavioral Health Services Entity renders Covered Services. Nothing herein shall be construed to require the Behavioral Health Services Entity to take any action inconsistent with professional judgment concerning the behavioral health care and treatment to be rendered to Members.

4.10 Best Efforts. The Behavioral Health Services Entity shall use best efforts to participate in such utilization review programs, medical necessity reviews, coordination of benefit activities, and cost containment activities, as are provided under the Plan.

4.11 Evaluation and Quality Management. The Behavioral Health Services Entity is expected to have its own quality management programs in place. These programs should include ongoing monitoring of quality of care, documentation, qualifications for professional staff and requirements for ongoing training of professional and support staff. The quality management process is expected to include annual satisfaction surveys of adults receiving behavioral health services.

4.12 Health Insurance Portability and Accountability Act (HIPAA). The Behavioral Health Services Entity warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the provisions of the Privacy and Security Rule adopted by the Department of Health and Human Services ("HHS").

4.13 The Behavioral Health Services Entity agrees to safeguard information in accordance with all applicable legal requirements which may include without limitation relevant provisions of the following: 42 C.F.R. Chapter 1, Public Health Service, Department of Human Services, Subchapter A, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records, Florida Statutes Chapters 394, Mental Health, and 397, Substance Abuse Services.

ARTICLE V
COUNTY'S OBLIGATIONS

5.1 Deemed Notification. The County shall notify the Behavioral Health Services Entity in writing of all policies, procedures, rules, regulations, and schedules, that the County considers material to the performance of this Agreement and relevant amendments. Except in the event of emergency, or unless the County directs otherwise in writing, thirty (30) days from the date of notification will be considered sufficient notice to effect a change in policy under the Plan.

5.2 Appeal of a Claim Denial. For denial of payment of Claims, the Behavioral Health Services Entity will have sixty (60) days from the date of the final denial of a Claim to submit an appeal of the denial. "Final denial" of a Claim will occur upon the completion of the ninety (90) day period that a Behavioral Health Services Entity is afforded to resubmit a corrected Claim, if no corrected Claim is provided in such 90-day time period or if the corrected Claim is subsequently denied and an additional ninety (90) day period has elapsed without further corrected Claim submitted by the Behavioral Health Services Entity. The appeals decision whether to uphold or overturn a Claim appeal will be communicated to the Behavioral Health Services Entity within forty-five (45) days from the date the Behavioral Health Services Entity submitted the appeal using an Explanation of Payment form ("EOP").

5.3 Provider Grievances. The County shall establish and maintain systems to process and resolve any grievance a Qualified Provider has against the County.

5.4 Health Insurance Portability and Accountability Act (HIPAA). The County warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the provisions of the Privacy and Security Rule adopted by the Department of Health and Human Services ("HHS").

ARTICLE VI
INSURANCE

6.1 Behavioral Health Services Entity Insurance. The Behavioral Health Services Entity shall require each Qualified Provider to maintain, at all times, in limits and amounts as required by Florida law, a professional liability insurance policy and other insurance or other liability bond as shall be necessary to insure such Qualified Provider against any claim for damages arising directly or indirectly in connection with the performance or nonperformance of any services furnished to Members by such Qualified Provider. In the event that the Behavioral Health Services Entity discovers that such insurance coverage is not maintained, the Behavioral Health Services Entity shall immediately, upon making such discovery, ensure that such Qualified Provider discontinues the delivery of Covered Services to Members until such insurance is obtained and notify the Plan in writing of the same. A Certificate of Insurance, reflecting the minimal insurance coverage shall be provided to the County prior to commencement of this Agreement.

ARTICLE VII
INDEMNIFICATION

7.1 Indemnification. The Behavioral Health Services Entity shall indemnify and hold harmless the County, its agents, officers, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the County, its agents, officers, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any action of commission, omission, negligence or fault of the Behavioral Health Services Entity, or its Qualified Providers committed in connection with this Agreement, the Behavioral Health Services Entity's performance hereof or any work performed hereunder. The Behavioral Health Services Entity shall indemnify and hold harmless the County, its agents, officers, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description arising from, based upon or growing out of the violation of any Federal, State, County or City law, ordinance, rule or regulation by the Behavioral Health Services Entity, or its Qualified Providers.

ARTICLE VIII
TERM AND TERMINATION

8.1 Term. This Agreement shall commence as of the Effective Date and shall thereafter continue through September 30, 2025 unless terminated sooner upon sixty (60) days' prior written notice by either party to the other, or until terminated pursuant to this Article.

8.2 Termination for Cause. In the event either party shall fail to keep, observe or perform any covenant, term or provision of this Agreement applicable to such party, the other party shall give the defaulting party written notice that specifies the nature of said default. If the defaulting party fails to cure such default within thirty (30) days after receipt of such notice, the non-defaulting party may terminate this Agreement upon five (5) days' written notice. It shall be grounds for immediate termination if the County loses its ability to underwrite or administer the Plan or if any Qualified Provider suffers a loss or suspension of medical license, a conviction of a felony, or a loss of credentials for stated quality reasons under the Plan.

8.3 Voluntary Termination. At any time during the term of this Agreement, this Agreement may be terminated for any reason, with or without cause, by either party upon written notice given at least sixty (60) days in advance of the effective date of termination.

8.4 Termination for Failure to Satisfy Financial Obligations. If either party or a Payer is (a) more than sixty (60) days behind in its financial obligations to its creditors, or (b) files in any court of competent jurisdiction: (1) a petition in bankruptcy, (2) a petition for protection against creditors, (c) has such a petition filed against it that is not discharged within ninety (90) days, or (d) files or makes an assignment for the benefit of creditors, this Agreement may be terminated by the other party in its entirety or with respect to the Payer upon five (5) days' written notice.

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

8.6 Effect of Termination. This Agreement shall remain in full force and effect during the period between the date that notice of termination is given and the effective date of such termination. As of the date of termination of this Agreement, this Agreement shall be of no further force and effect, and each of the parties hereto shall be discharged from all rights, duties, and obligations under this Agreement, except that the County shall remain liable for Covered Services then being rendered by Qualified Providers to Members who retain eligibility under the applicable Plan or by operation of law until the episode of illness then being treated is completed and the obligation of the County to pay for Covered Services rendered pursuant to this Agreement is discharged. Payment for such services shall be made pursuant to the Total Compensation specified in EXHIBIT A.

ARTICLE IX
DISPUTE RESOLUTION

9.1 Initial Mediation of Dispute. In the event of a dispute between the parties to this Agreement, the following procedure shall be used to resolve the dispute prior to either party pursuing other remedies:

a. A meeting shall be held within seven (7) days at which all parties or party representatives will be present or represented by individuals (the "Initial Meeting").

b. If, within thirty (30) days following the Initial Meeting, the parties have not resolved the dispute, the dispute shall be submitted to mediation directed by a mediator mutually agreeable to the parties and not regularly contracted or employed by either of the parties ("Mediation"). Each party shall bear its proportionate share of the costs of Mediation, including the mediator's fee.

c. The parties agree to negotiate in good faith in the Initial Meeting and in Mediation.

9.2 Legal Remedies. If, after a period of sixty (60) days following commencement of Mediation, the parties are unable to resolve the dispute, either party may pursue all available legal and equitable remedies. Each party shall be responsible for its own attorneys' fees and costs, including attorneys' fees, costs, and expenses incurred for any appellate proceedings.

ARTICLE X
MISCELLANEOUS

10.1 Nature of Behavioral Health Services Entity. In the performance of the work, duties and obligations of the Behavioral Health Services Entity under this Agreement, it is mutually understood and agreed that the Behavioral Health Services Entity and each of its Qualified Providers are at all times acting and performing as independent Behavioral Health Service Entities, practicing medicine or providing for the delivery of behavioral health services and under no circumstances shall the Behavioral Health Services Entity or any of its Qualified Providers be deemed employees of the County.

10.2 Public Entity Crimes. Behavioral Health Services Entity certifies compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, as amended from time to time, which provides that a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Behavioral Health Service Entity, 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 following the date of being placed on the convicted vendor list." The Behavioral Health Services Entity acknowledges that this Agreement shall be void if they have violated the above-referenced statute. Additionally, the Behavioral Health Services Entity shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements.

10.3 Public Meetings and Records.

a. The Behavioral Health Service Entity 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 Behavioral Health Service Entity 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 Behavioral Health Service Entity 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 Behavioral Health Service Entity 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 Behavioral Health Service Entity 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 Behavioral Health Service Entity or keep and maintain public records required by the County to perform the service. If the Behavioral Health Service Entity transfers all public records to the County upon completion of this Agreement, the Behavioral Health Service Entity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Behavioral Health Service Entity keeps and maintains public records upon completion of this Agreement, the Behavioral Health Service Entity 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 BEHAVIORAL HEALTH SERVICE ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BEHAVIORAL HEALTH SERVICE**

ENTITY'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

10.4 Additional Assurances. The provisions of this Agreement shall be self-operative and shall require no further agreement by the parties except as may be specifically provided in this Agreement. However, at the request of either party, the other party shall execute such additional instruments and make such additional acts as may be reasonably requested in order to effectuate this Agreement. Additional instruments require agreement by both parties.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the applicable Federal laws and regulations, laws of the State of Florida and local ordinance. Venue will be in Polk County, Florida, or in the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

10.6 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns. The County may not assign this Agreement without the Behavioral Health Services Entity's prior written consent except that the County may assign this Agreement to an entity related to the County by ownership or control or to any successor organization without the Behavioral Health Services Entity's prior written consent. The Behavioral Health Services Entity may not assign this Agreement without the County's prior written consent, except that the Behavioral Health Services Entity may assign this Agreement to an entity related to the Behavioral Health Services Entity by ownership or control or to any successor organization without the County's prior written consent.

10.7 Waiver. No waiver by either party of any breach or violation of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provisions.

10.8 Force Majeure. Neither party shall be liable for nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work interruptions by either party's employees or any other cause beyond the reasonable control of either party.

10.9 Time is of the Essence. Time is of the essence in this Agreement. The parties shall perform their obligations within the time specified.

10.10 Notice. Any notice, demand or communication required, permitted or desired to be given pursuant to this Agreement shall be deemed effectively given when personally delivered or sent by fax with copy sent by overnight courier, addressed as follows:

BEHAVIORAL HEALTH SERVICES ENTITY:
Robert C. Rihn, CEO
Tri-County Human Services, Inc.
1815 Crystal Lake Drive
Lakeland, FL 33801-5979
Tel 863-709-9392

COUNTY:
Paula McGhee, Provider Services Manager
Health and Human Services Division
Polk HealthCare Plan
Polk County, Board of County Commissioners
2135 Marshall Edwards Drive
Bartow, FL 33830-6757
Tel 863-519-2003

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

10.11 Entire Agreement. This Agreement is the entire agreement between the parties, and it may not be modified or amended except by agreement in writing between the parties hereto.

10.12 Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the Effective Date.

BEHAVIORAL HEALTH SERVICES ENTITY
Tri-County Human Services, Inc.

BY: _____
Robert C. Rihn, CEO

DATE: 1/31/22

_____
WITNESS

_____
WITNESS

POLK COUNTY, a political subdivision of the State of Florida

BY: _____
Dr. Martha Santiago, Chair

DATE: 2/15/22

ATTEST: Stacy M. Butterfield, Clerk

BY: _____
Deputy Clerk

Reviewed as to form:

_____
County Attorney's Office

P.47

EXHIBIT A
TOTAL COMPENSATION

Behavioral Health Provider Services

I. Provider Reimbursement: The Plan shall compensate physicians for Covered Services in accordance with the Fee Schedule below. Plan Year is October 1st to September 30th for benefit and limit purposes.

Description of Service	POS	Procedure Code	Mod1	Mod2	Established Rate	Reimbursement and Service Limitations
Behavioral Health Assessment Services						
Bio-psychosocial evaluation, substance abuse	11	H0001	HN		$52.80 per assessment	One bio-psychosocial evaluation, per recipient, per plan year. A bio-psychosocial evaluation is not reimbursable on the same day for the same recipient as an in-depth assessment.
Bio-psychosocial evaluation, substance abuse - Telehealth	11	H0001	HN	95	$52.80 per assessment	
Bio-psychosocial Evaluation, mental health	11	H0031	HN		$52.80 per assessment	One bio-psychosocial evaluation, per recipient, per plan year. A bio-psychosocial evaluation is not reimbursable on the same day for the same recipient as an in-depth assessment.
Bio-psychosocial Evaluation, mental health - Telehealth	11	H0031	HN	95	$52.80 per assessment	
In-depth assessment, new patient, substance abuse	11	H0001	HO		$137.50 per assessment	One in-depth assessment, per recipient, per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed, unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, established patient, substance abuse - Telemedicine	11	H0001	HO	95	$110.00 per assessment	
In-depth assessment, new patient, mental health	11	H0031	HO		$137.50 per assessment	One in-depth assessment, per recipient, per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed, unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, new patient, mental health - Telemedicine	11	H0031	HO	95	$137.50 per assessment	
In-depth assessment, established patient, mental health	11	H0031	TS		$110.00 per assessment	One in-depth assessment, per recipient, per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed, unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, established patient, mental health - Telemedicine	11	H0031	TS	95	$110.00 per assessment	

EXHIBIT A
TOTAL COMPENSATION

Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Mod2	Established Rate	Reimbursement and Service Limitations
Behavioral Health Assessment Services						
Limited functional assessment, substance abuse	11	H0001			$16.50 per assessment	Maximum of three limited functional assessments, per recipient, per plan year.
Limited functional assessment, substance abuse - Telehealth	11	H0001	95		$16.50 per assessment	
Limited functional assessment, mental health	11	H0031			$16.50 per assessment	Maximum of three limited functional assessments, per recipient, per plan year.
Limited functional assessment, mental health - Telehealth	11	H0031	95		$16.50 per assessment	
Treatment plan development, new and established patient, mental health	11	H0032			$106.70 per event	One treatment plan per provider, per plan year. A maximum total of two treatment plans per recipient per plan year. The reimbursement date for treatment plan development is the day it is authorized by the treating practitioner.
Treatment plan development, new and established patient, mental health - Telehealth	11	H0032	95		$106.70 per event	
Treatment plan development, new and established patient, substance abuse	11	T1007			$106.70 per event	One treatment plan per provider, per plan year. A maximum total of two treatment plans per recipient per plan year. The reimbursement date for treatment plan development is the day it is authorized by the treating practitioner.
Treatment plan development, new and established patient, substance abuse - Telehealth	11	T1007	95		$106.70 per event	
Treatment plan review, mental health	11	H0032	TS		$53.35 per event	A maximum of four treatment plan reviews, per recipient, per plan year. The reimbursement date for a treatment plan review is the day it is authorized by the treating
Treatment plan review, mental health - Telehealth	11	H0032	TS	95	$53.35 per event	
Treatment plan review, substance abuse	11	T1007	TS		$53.35 per event	A maximum of four treatment plan reviews, per recipient, plan year. The reimbursement date for a treatment plan review is the day it is authorized by the treating
Treatment plan review, substance abuse - Telehealth	11	T1007	TS	95	$53.35 per event	
Psychiatric evaluation by a physician	11	H2000	HP		$231.00 per evaluation	Maximum of two psychiatric evaluations per recipient, per plan year.
Psychiatric evaluation by physician - Telemedicine	11	H2000	HP	95	$231.00 per evaluation	
Psychiatric evaluation by a non-physician	11	H2000	HO		$165.00 per evaluation	Maximum of two psychiatric evaluations per recipient, per plan year.
Psychiatric evaluation by a non-physician - Telemedicine	11	H2000	HO	95	$165.00 per evaluation	
Behavioral Health Medication Management Services						
Medication management	11	T1015			$66.00 per event	No limit.
Medication management - Telehealth	11	T1015	95		$66.00 per event	
Behavioral health related medical services: alcohol and other drug screening specimen collection	11	H0048			$11.00 per event	52 behavioral health – related medical services: alcohol and other drug screening specimen collections, per recipient, per plan year.

EXHIBIT A
TOTAL COMPENSATION

Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Mod2	Established Rate	Reimbursement and Service Limitations
Behavioral Health Therapy Services						
Individual and family therapy	11	H2019	HR		$20.16 per quarter hour	A maximum of 104 quarter-hour units (26 hours) of individual and family therapy services, per recipient, per plan year. There is a maximum daily limit of four quarter-hour units (1 hour).
Individual and family therapy - Telehealth	11	H2019	HR	95	$20.16 per quarter hour	
Group therapy	11	H2019	HQ		$7.34 per quarter hour	A maximum of 156 quarter-hour units (39 hours) of group therapy services, per recipient, per plan year.
Group therapy - Telehealth	11	H2019	HQ	95	$7.34 per quarter hour	
Case Management						
Case Management, 15 min	11	T1016			$10.62 per each 15 minutes	Each 15 minutes. No limits.
Case Management, 15 min - Telemedicine	11	T1016	95		$10.62 per each 15 minutes	

II. The following co-pays apply to Plan Members.

The Behavioral Health Services Entity or the Behavioral Health Services Entity's Designee shall collect a co-pay from the Member for each office visit. The co-payment amount will not be deducted from the compensation reimbursed by the Plan as defined below.

POLK HEALTHCARE PLAN
MEDICAL CARD

Essential Care Choices Card
$1.00 Office Visit

Chronic Care Choices Card
$1.00 Office Visit

EXHIBIT B
INSTRUCTIONS FOR VERIFICATION OF ENROLLMENT

The following sources of enrollment verification shall be made when providing services to a Plan Member.

1. Each Member receives an identification card upon enrollment in the Plan. The card should always be presented to the Behavioral Health Services Entity when services are requested by Member and prior to receipt of services. The Behavioral Health Services Entity shall confirm eligibility by contacting the County or its third party administrator. It shall be the responsibility of the Behavioral Health Services Entity to confirm active enrollment prior to services being rendered.

2. If inpatient-admission certification is required for Member, the Behavioral Health Services Entity shall confirm admission certification approval, including contacting the County's representative or its third party administrator, when necessary.

Polk HealthCare Plan – Medical Card

FRONT OF CARD

POLK COUNTY

Indigent Health Care Division
Polk HealthCare Plan
Enrollment Card

Case #: _____ Worker Code: _____
Member Name: _____
Essential Care Choice
$1 Primary Care / $25 ER / Rx= $1 Generic / $5 Brand Name
OTHER COPAYS IDENTIFIED IN MEMBER SCHEDULE
Eligibility Period: _____ to _____
Primary Care Physician: _____
PCP Office Phone #: _____

BACK OF CARD

NOTICE TO MEMBER:
Carry this card with you at all times. To be used with contracted providers of the Polk HealthCare Plan, within Polk County, Florida. It must be presented each time you require any medical service. This card is not transferrable and is only valid for the eligibility period listed on the front. ***Do not alter or share this card with others as you will lose your governmental assistance provided by Polk County Indigent Health Care Tax.*** **Member Eligibility Appointments & Inquiries: Call (863) 533-1111.**

NOTICE TO PROVIDERS:
Only inpatient medical and surgery stays and certain outpatient services/ procedures require prior authorization. **Providers Call:**

Claims and Benefit Information
Ph: (888) 850-8222

AHH Pre-Certification
Fax (844) 241-9075

Paper Claim Submission
Meritain Health
PO Box 853921
Richardson, TX 75085-3921

Electronic Claim Submission
WebMD/Emdeon 41124
McKesson/Relay Health 1761

Polk HealthCare Plan – Medical Card

FRONT OF CARD

POLK COUNTY

Indigent Health Care Division
Polk HealthCare Plan
Enrollment Card

Case #: _____ Worker Code: _____
Member Name: _____
Chronic Care Choice
$1 Primary Care / $25 ER / Rx= $0 Generic / $3 Brand Name
OTHER COPAYS IDENTIFIED IN MEMBER SCHEDULE
Eligibility Period: _____ to _____
Primary Care Physician: _____
PCP Office Phone #: _____

BACK OF CARD

NOTICE TO MEMBER:
Carry this card with you at all times. To be used with contracted providers of the Polk HealthCare Plan, within Polk County, Florida. It must be presented each time you require any medical service. This card is not transferrable and is only valid for the eligibility period listed on the front. ***Do not alter or share this card with others as you will lose your governmental assistance provided by Polk County Indigent Health Care Tax.*** **Member Eligibility Appointments & Inquiries: Call (863) 533-1111.**

NOTICE TO PROVIDERS:
Only inpatient medical and surgery stays and certain outpatient services/ procedures require prior authorization. **Providers Call:**

Claims and Benefit Information
Ph: (888) 850-8222

AHH Pre-Certification
Fax (844) 241-9075

Paper Claim Submission
Meritain Health
PO Box 853921
Richardson, TX 75085-3921

Electronic Claim Submission
WebMD/Emdeon 41124
McKesson/Relay Health 1761

DISCLAIMER: THIS VERSION OF THE CARD IS EFFECTIVE BEGINNING 12/15/16 AND MAY BE SUBJECT TO CHANGE. PLEASE WATCH THE POLK HEALTHCARE PLAN WEBSITE.

FIRST AMENDMENT TO BEHAVIORAL HEALTH SERVICES AGREEMENT
FOR BEHAVIORAL HEALTH CARE

This First Amendment to Behavioral Health Services Agreement ("First Amendment") is made effective from **July 1, 2023** ("First Amendment Effective Date") to **September 30, 2025** by and between **Tri-County Human Services, Inc.**, ("Behavioral Health Services Entity"), and Polk County, a political subdivision of the State of Florida ("COUNTY") (Behavioral Health Services Entity and COUNTY shall be jointly referred to herein as the "Parties").

RECITALS:

WHEREAS, the Parties entered into that certain Behavioral Health Services Agreement, which is effective from March 1, 2022 through September 30, 2025 (the Agreement); and

WHEREAS, the Parties now desire to enter into this First Amendment for the purposes of revising the Total Compensation for Covered Services; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

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

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

2. Total Compensation for Covered Services defined and identified in Exhibit A of the Agreement is amended to the attached Exhibit A of this First Amendment.

3. Except as specifically set forth in this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto duly execute this First Amendment as of the First Amendment Effective Date.

BEHAVIORAL HEALTH SERVICES ENTITY
Tri-County Human Services, Inc.

BY: _____
Robert C. Rihn, CEO

DATE: 6/1/23

_____
WITNESS

_____
WITNESS

POLK COUNTY, a political subdivision of the State of Florida

BY: _____
George M. Lindsey, III, Chairman

DATE: 7/11/23

R.18

ATTEST: Stacy M. Butterfield, Clerk

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency:

_____
County Attorney's Office

EXHIBIT A
TOTAL COMPENSATION

Behavioral Health Provider Services

I. Provider Reimbursement: The Plan shall compensate physicians for Covered Services in accordance with the Fee Schedule below. Plan Year is October 1st to September 30th for benefit and limit purposes.

Description of Service	POS	Procedure Code	Mod1	Mod2	Effective 7/1/2023	Reimbursement and Service Limitations
Behavioral Health Assessment Services						
Bio-psychosocial evaluation, substance abuse	11	H0001	HN		$87.00 per assessment	One bio-psychosocial evaluation per recipient per plan year. A bio-psychosocial evaluation is not reimbursable on the same day for the same recipient as an in-depth assessment.
Bio-psychosocial evaluation, substance abuse - Telehealth	11	H0001	HN	95	$87.00 per assessment	
Bio-psychosocial Evaluation, mental health	11	H0031	HN		$87.00 per assessment	One bio-psychosocial evaluation per recipient per plan year. A bio-psychosocial evaluation is not reimbursable on the same day for the same recipient as an in-depth assessment.
Bio-psychosocial Evaluation, mental health - Telehealth	11	H0031	HN	95	$87.00 per assessment	
In-depth assessment, new patient, substance abuse	11	H0001	HO		$137.50 per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, new patient, substance abuse - Telemedicine	11	H0001	HO	95	$137.50per assessment	
In-depth assessment, established patient, substance abuse	11	H0001	TS		$125.00 per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, established patient, substance abuse - Telemedicine	11	H0001	TS	95	$125.00per assessment	
In-depth assessment, new patient, mental health	11	H0031	HO		$137.50 per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, new patient, mental health - Telemedicine	11	H0031	HO	95	$137.50 per assessment	
In-depth assessment, established patient, mental health	11	H0031	TS		$125.00 per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, established patient, mental health - Telemedicine	11	H0031	TS	95	$125.00 per assessment	

EXHIBIT A
TOTAL COMPENSATION

Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Mod2	Effective 7/1/2023	Reimbursement and Service Limitations
Behavioral Health Assessment Services						
Limited functional assessment, substance abuse	11	H0001			$16.50 per assessment	Maximum of three limited functional assessments per recipient per plan year.
Limited functional assessment, substance abuse - Telehealth	11	H0001	95		$16.50 per assessment	
Limited functional assessment, mental health	11	H0031			$16.50 per assessment	Maximum of three limited functional assessments per recipient per plan year.
Limited functional assessment, mental health - Telehealth	11	H0031	95		$16.50 per assessment	
Treatment plan development, new and established patient, mental health	11	H0032			$106.70 per event	One treatment plan per provider per plan year. A maximum total of two treatment plans per recipient per plan year. The reimbursement date for treatment plan development is the day it is authorized by the treating practitioner.
Treatment plan development, new and established patient. mental health - Telehealth	11	H0032	95		$106.70 per event	
Treatment plan development, new and established patient, substance abuse	11	T1007			$106.70 per event	One treatment plan per provider per plan year. A maximum total of two treatment plans per recipient per plan year. The reimbursement date for treatment plan development is the day it is authorized by the treating practitioner.
Treatment plan development, new and established patient, substance abuse -Telehealth	11	T1007	95		$106.70 per event	
Treatment plan review. mental health	11	H0032	TS		$87.00 per event	A maximum of four treatment plan reviews per recipient per plan year. The reimbursement date for a treatment plan review is the day it is authorized by the treating
Treatment plan review, mental health - Telehealth	11	H0032	TS	95	$87.00 per event	
Treatment plan review, substance abuse	11	T1007	TS		$87.00 per event	A maximum of four treatment plan reviews per recipient plan year. The reimbursement date for a treatment plan review is the day it is authorized by the treating
Treatment plan review, substance abuse - Telehealth	11	T1007	TS	95	$87.00 per event	
Psychiatric evaluation by a physician	11	H2000	HP		$339.00 per evaluation	Maximum of two psychiatric evaluations per recipient per plan year.
Psychiatric evaluation by physician - Telemedicine	11	H2000	HP	95	$339.00 per evaluation	
Psychiatric evaluation by a non-physician	11	H2000	HO		$165.00 per evaluation	Maximum of two psychiatric evaluations per recipient per plan year.
Psychiatric evaluation by a non-physician -Telemedicine	11	H2000	HO	95	$165.00 per evaluation	
Brief behavioral health status exam	11	H2010	HO		$14.66 per quarter hour	There is a maximum of 10 quarter-hour units annually (2.5 hours) per recipient per plan year. There is a maximum daily limit of two quarter-hour units. A brief behavioral assessment is not reimbursable on the same day that a psychiatric evaluation, bio-psychosocial assessment, or in-depth assessment has been completed by a qualified treating practitioner.

EXHIBIT A
TOTAL COMPENSATION

Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Mod2	Effective 7/1/2023	Reimbursement and Service Limitations
Behavioral Health Medication Management Services						
Medication management	11	T1015			$85.00 per event	No limit.
Medication management-Telehealth	11	T1015	95		$85.00 per event	
Alcohol and other drug screening specimen collection	11	H0048			$25.00 per event	52 behavioral health - related medical services: alcohol and other drug screening specimen collections per recipient per plan year.
Alcohol and/or drug screening (Oral)	11	H0049			$25.00 per event	52 behavioral health - related medical services: alcohol and other drug screening specimen collections per recipient per plan year.
Behavioral Health Therapy Services						
Individual and family therapy	11	H2019	HR		$21.75 per quarter hour	A maximum of 104 quarter-hour units (26 hours) of individual and family therapy services per recipient per plan year. There is a maximum daily limit of four quarter-hour units (1 hour).
Individual and family therapy - Telehealth	11	H2019	HR	95	$21.75 per quarter hour	
Group therapy	11	H2019	HQ		$21.75 per quarter hour	A maximum of 156 quarter-hour units (39 hours) of group therapy services per recipient per plan year.
Group therapy - Telehealth	11	H2019	HQ	95	$21.75 per quarter hour	
Case Management						
Case Management, 15 min	11	T1016			$17.00 per each 15 minutes	Each 15 minutes. No limits.
Case Management, 15 min - Telemedicine	11	T1016	95		$17.00 per each 15 minutes	

II. The following co-pays apply to Plan Members.

The Behavioral Health Services Entity or the Behavioral Health Services Entity's Designee shall collect a co-pay from the Member for each office visit. The co-payment amount will not be deducted from the compensation reimbursed by the Plan as defined below.

POLK HEALTHCARE PLAN
MEDICAL CARD

Essential Care Choices Card
$1.00 Office Visit

Chronic Care Choices Card
$1.00 Office Visit

Agenda Item R.22. 12/16/2025

SUBJECT

Accept and execute Amendment three (3) to the Florida Department of Commerce (Formally Florida Department of Equal Opportunity) Federally funded Community Development Block Grant Mitigation Program (CDBG-MIT) subrecipient agreement with the Florida Department of Equal Opportunity for the Polk County Specialty Care/Children's Home Society Roof Replacement project. (No fiscal impact)

DESCRIPTION

On November 16, 2021, the Board approved the Florida Department of Equal Opportunity (DEO) Federally funded Community Development Block Grant Mitigation Program (CDBG-MIT) subrecipient agreement with the Florida Department of Equal Opportunity for the Polk County Specialty Care/Indigent Healthcare Roof Replacement project. (Federal Funding: $1,060,000.00, County Funding: $0 with total awarded funds of $1,060,000.00)

On July 5, 2022, the Board approved Amendment one (1) which modified Section 15, Citizens' Complaints in the agreement with new language at the request of Florida Department of Equal Opportunity.

On June 21, 2024, the Board approved Amendment two (2) which modified the following:

1. Florida Department of Equal Opportunity (DEO) was renamed Florida Department of Commerce.
2. Section 28, Employee Eligibility Verification language change.
3. Attachment A, Project Description and Deliverables was replaced to include reduction in the scope of work and rename the project Specialty Care/Children' Home Society Roof Replacement Project.
4. Attachment G, Reports, Section 3 language was replaced to meet new closeout procedures.
5. Attachment G, Reports, Section 6 language was replaced to meet new reporting requirements.

Amendment three (3) will modify the following:

1. Section 3, period of Agreement will be extended until June 30, 2026, which allows for a six (6) month extension for project closeout.
2. Section 7, Audit Requirements subsection a, was replaced with new language.
3. Section 15, Citizen Complaints language was replaced with new language.
4. Adding Section (32) Contracting with Entities of Foreign Countries of Concern Prohibited.
5. Adding Section (33) Foreign Influence.
6. Adding Section (34) Human Trafficking.
7. Attachment I Audit Requirements and J Audit Compliance Certification was removed and replaced with new language.

RECOMMENDATION

Request Board approve and execute Amendment three (3) to the subrecipient agreement between the Florida Department of Commerce and Polk County for the Federally funded Community Development Block Grant Mitigation Program (CDBG-MIT) funding Agreement, Polk County Specialty Care/Children' Home Society Roof Replacement Project.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Keith R. Tate, Director
Facilities Management Division
863-534-5511
keithtate@polk-county.net

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Noah Milov

From: Mark Kithcart, Drawer No. _____

Dept: Facilities Management Ext. 5511

Date: 12/04/2025

Request (in detail): _____

Review Agenda Item Amendment three (3) to the Florida Department of Commerce (Formally Florida Department of Equal Opportunity) Federally funded Community Development Block Grant Mitigation Program (CDBG-MIT) sub-recipient agreement with the Florida Department of Equal Opportunity for the Polk County Specialty Care/Children' Home Society Roof Replacement project.

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:
Assign to: Noah Date: 12/4/25

County Attorney Project No.: _____
Logged out: 12/4/25

Commerce Agreement Number: I0176

AMENDMENT THREE
TO THE FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM (CDBG-MIT)
SUBRECIPIENT AGREEMENT

On **December 21, 2021**, the State of Florida, Department of Commerce ("Commerce"), and **the Polk County Board of County Commissioners, Florida** ("Subrecipient") entered into agreement **I0176** ("Agreement"). Commerce and the Subrecipient may individually be referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, Section 5, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS the Agreement was previously amended on **September 27, 2022, and June 24, 2024**; and

WHEREAS the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. This Agreement is hereby reinstated as though it had not expired.

2. **Section 3, Period of Agreement**, is hereby deleted in its entirety and replaced with the following:

   (3) Period of Agreement. This Agreement begins **December 21, 2021,** and ends **June 30, 2026,** unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary of the Division of Community Development approves such.

3. **Section (7) Audit Requirements**, Subsection (a) is hereby deleted and replaced with the following:

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

4. **Section 15, Citizen Complaints**, is hereby deleted in its entirety and replaced with the following:

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

   The Subrecipient will handle citizen complaints by:

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

Program Appeals

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

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

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

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

HUD Complaints

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

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

Fair Housing Complaints

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

5. This Agreement is hereby amended to add the following:

(32) CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4),

F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

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

(33) FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Agreement has a value of $100,000 or more, Subrecipient shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Subrecipient represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

(34) HUMAN TRAFFICKING

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

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

6. **Attachment I, Audit Requirements,** is hereby deleted in its entirety and replaced with the attached Attachment I – Audit Requirements.

7. **Attachment J, Audit Compliance Certification,** is hereby deleted in its entirety and replaced with the attached Attachment J- Audit Compliance Certification.

8. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

~ Remainder Left Intentionally Blank ~

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number l0176, as amended. This Amendment is effective on the date the last Party signs this Amendment.

POLK COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA	FLORIDA DEPARTMENT OF COMMERCE
SIGNED:	SIGNED:
MARTHA SANTIAGO, Ed. D.	J. ALEX KELLY
BOARD CHAIR	SECRETARY
DATE:	DATE:

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

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

Docusign Envelope ID: 6A081E5F-C53B-473F-AA62-68CE107F3C19

Attachment I – Audit Requirements

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by Commerce staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Subrecipient expends $1,000,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.

3. If the Subrecipient expends less than $1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Subrecipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit Sub-subrecipients that expend $1,000,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of

individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

https://harvester.census.gov/facweb/Resources.aspx

PART II: STATE FUNDED

This part is applicable if the Subrecipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Subrecipient 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Subrecipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

https://apps.fldfs.com/fsaa/

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:

A. Florida Department of Commerce
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@commerce.fl.gov

B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: https://harvester.census.gov/facweb/

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to Commerce at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:

A. Commerce at the following address:

Electronic copies: Audit@commerce.fl.gov

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, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Any reports, management letter, or other information required to be submitted to Commerce pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Subrecipients and Sub-subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/Sub-subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date

that Commerce closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow Commerce, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. 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. The Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce.

Commerce Agreement Number: I0176

Attachment J - Audit Compliance Certification

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

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

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

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

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

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

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

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

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

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

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

Agenda Item R.23. 12/16/2025

SUBJECT

Resolution to increase established user fees for the use of Public Safety Radio System and Radio Communication services provided by the County and to adopt policy guidelines for such services (estimated $35,811,600 revenue over five years).

DESCRIPTION

The Board of County Commissioners provides Public Safety radio communications services to many County, City, and State organizations within Polk County. The Board approved user fees to cover a portion of the costs of this service in 2013, subsequently approved a 5-year index increase in 2017, and again approved another 5-year index increase in 2021. Funding for these services also comes from moving traffic violation penalties, in accordance with Section 318.21(9), Florida Statues. Due to the continued decline of annual revenue from traffic violations, these funding sources are insufficient to meet the current cost of providing communication services for users of the Public Safety Radio System.

User fees reflect monthly rates on a per radio basis for the following categories: System Access, Subscriber Maintenance, and Subscriber Replacement.

The System Access Fee, charged to all organizations using the Public Safety Radio System, will go toward operation and maintenance of the radio system infrastructure. The monthly fee per radio will be $32.00 for FY 26/27 and will have an annual index increase to $40.00 for FY 30/31.

The Subscriber Maintenance Fee is charged for maintenance and operation of BoCC owned radios. The monthly fee per radio will be $50.00 for FY 26/27 and will have an annual index increase to $58.00 for FY 30/31.

The Subscriber Replacement Fee will fund planned replacement of BoCC owned radios on a 10-year scheduled bulk replacement cycle as older equipment is no longer supported by Motorola. The monthly fee per radio will be $40 for FY 26/27 and will have an index increase to $48.00 for FY 30/31.

Exhibit A shows details of radio user fee per FY and per category.

Exhibit B confirms radio communications policies and upon adoption by the Board, the County Manager will be authorized to amend or modify said guidelines upon recommendations from the Emergency Management Director.

RECOMMENDATION

Request the Board adopt the proposed Resolution to establish updated 5-year indexed fees for radio

communications services and policies for said services.

FISCAL IMPACT

The user fee revenue estimate for FY26/27 is $6,506,064 with a total revenue estimate of $35,811,600 for FY 26/27 through FY30/31.

CONTACT INFORMATION

Paul Womble, Director
Polk County Emergency Management
(863) 298-7000
paulwomble@polk-county.net <mailto:paulwomble@polk-county.net>

RESOLUTION NO. xxxx-

A RESOLUTION OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS ESTABLISHING AND INCREASING USER FEES FOR THE USE OF PUBLIC SAFETY RADIOS AND RADIO COMMUNICATION SERVICES PROVIDED BY THE COUNTY AND ADOPTING A POLK COUNTY PUBLIC SAFETY RADIOS COMMUNICATION SERVICES POLICY.

1. **WHEREAS,** the County offers to its citizens the use of public safety radios and public safety radio communication services (collectively, the "Services"); and

2. **WHEREAS,** the County currently funds the cost of providing the Services through a portion of revenues received from moving traffic violation penalties, in accordance with Section 318.21(9), Florida Statutes, and through the County's general funds; and

3. **WHEREAS,** in order to recoup the cost of providing the Services, the County is authorized to charge a fee for the use thereof, pursuant to its home rule authority to impose proprietary fees, so long as the fee charged is reasonable and equitable; and

4. **WHEREAS**, the BOCC first established and set user fees for the use of Public Safety radios and radio communication services in 2013 by adoption of Resolution 13-105; and

5. **WHEREAS**, the BOCC adopted Resolution 17-024 in 2017 to increase and continue the collection of charged fees; and

6. **WHEREAS,** the BOCC adopted Resolution 2021-016 in 2021 to increase and continue the collection of charged fees; and

7. **WHEREAS,** the current funding sources for the Services are insufficient to meet the County's cost of providing the Services; and

8. **WHEREAS,** the increased fees for the Services as set forth on Exhibit "A", attached hereto and incorporated herein, are reasonable in relation to the benefit received and do not exceed the County's cost of providing the Services; and

9. **WHEREAS,** it is equitable that the person, group, or entity utilizing the Services should bear the cost; and

10. **WHEREAS,** it is appropriate to adopt policy guidelines for users of the Service.

NOW, THEREFORE, BE IT RESOLVED, by the Polk County Board of County Commissioners (the "Board"), in open session duly assembled that:

1. The Board hereby adopts the user fees for the Services as set forth on Exhibit "A".

2. The Board hereby adopts the Polk County Public Safety Radios Communication Services Policy attached hereto as Exhibit “B.”

3. Upon recommendation of the Emergency Management Director, the County manager may amend or modify the Polk County Public Safety Radio Communication Services Policy without further approval of the Board.

4. This Resolution shall take effect on **October 1, 2026.**

ATTEST:
STACY M. BUTTERFIELD, Clerk

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

_____
Deputy Clerk

_____
BOCC Chair

EXHIBIT "A"

Indexed Schedule of User Fees

For Public Safety Radios and Radio Communication Services

Fee charged per subscriber (radio) per month			
Fiscal Year	**System Access**	**Subscriber Maintenance**	**Subscriber Replacement**
26/27	$32.00	$50.00	$40.00
27/28	$34.00	$52.00	$42.00
28/29	$36.00	$54.00	$44.00
29/30	$38.00	$56.00	$46.00
30/31	$40.00	$58.00	$48.00

EXHIBIT "B"

POLK COUNTY PUBLIC SAFETY RADIOS COMMUNICATION SERVICES POLICY

I. County Entity Fee Requirements

a. County entities shall include Polk County divisions, units and departments, and the offices of Polk County Constitutional Officers that use public safety radios owned by Polk County.
b. System Access Fees, Subscriber Maintenance Fees and Subscriber Replacement Fees apply to each radio assigned to the County entity and are mandatory.
c. Each County entity shall annually include in their budget an amount to cover the System Access Fees, Subscriber Maintenance Fees and Subscriber Replacement Fees for each public safety radio assigned to the County entity.

II. Non-County Entity Fee requirements

a. Non-County Entities shall include radio users of municipalities, charter schools, private ambulance services and other non-county entities.
b. The Non-County entities will have access to the County's public safety radio communications system in exchange for paying the System Access Fees.
c. The Non-County entity shall be responsible for the purchase, maintenance, upgrade, repair, replacement, installation, programming and all other pertinent costs of their own radios.
d. Non-County entities have the option to participate in the Subscriber Maintenance Program which requires payment of the Subscriber Maintenance Fees.
e. The Subscriber Replacement Fees do not apply to Non-County entities.

III. General Policy

a. Polk County maintains the FCC license for the radio system and is responsible for all related regulatory obligations.
b. User shall mean the County Entity or Non-County Entity using the public-safety radio system.
c. The system coverage is "as-is." The County will not be responsible for any coverage or system improvement to accommodate any User's specific radio coverage or performance needs.
d. The County reserves the right to determine the maximum number and types of talk groups assigned or made available to each User. This includes any interoperability talk groups as may be required for each jurisdiction or discipline.
e. Each User is required to maintain and provide Radio Services an accurate inventory of their subscriber radios on the system and immediately provide the Radio Services an updated list following any substantive change. The list shall have, as a minimum, information such as radio type/model, serial number, property number, and User alias.
f. Any increase in the quantity of radios must be reviewed and approved by Polk County Radio Services. There is a finite number of channels and the number of radios must be limited so the system is not burdened with unmanaged User increase and traffic congestion. This is especially important since the primary purpose of our system is to serve mission critical, public safety operations (Law Enforcement and Fire Rescue). Therefore, it is important there should always be a practical balance between resources and system loading.
g. From time to time the system will undergo required maintenance, repairs, upgrades, or expansions. While every attempt will be made to reduce the occurrence and duration of communication disruptions, some down time may be unavoidable. Every reasonable effort will be made to notify the Users of any planned outages. Cooperation from each User will be required during such times. Each User is responsible for

the cost of any upgrade or added feature to their subscriber radios in order to remain compatible with the radio system.

h. The purchase of any radios intended for use on the Polk County's two-way radio system must be approved by Polk County Radio Services. This is to ensure the radio features meet all technical and performance requirements compatible with the County radio system.

IV. Fee Governance & Billing

a. User Fees are established by the Polk County Board of County Commissioners (BoCC) and are typically defined for each Fiscal Year in an annual indexed form for 5-year cycles. These fees are subject to change per the discretion of BoCC. For the current Fee Schedule, contact the Polk County Radio System Manager, at (863) 519-7390.
b. Annual invoicing occurs each September for the ensuing County Fiscal Year (FY) which is from October 1 through September 30 of the following calendar year.
c. The Fee schedule is based on per radio per month and applies to any radio with an active Radio ID on the system, even if broken or not in use. Lost, stolen, broken, or otherwise unused radios must be reported to Polk County Radio Services so they can be disabled and the database updated. Disabled radios are not subject to fees.
d. Any billing adjustment due to Users adding or deleting radio quantities will be incorporated into the User's next immediate billing cycle
e. Payment shall be made by the User no later than 60 days after receiving an invoice from Polk County.

V. Subscriber Maintenance Fee Program:

a. Goods and Services Provided Under the Subscriber Maintenance Fee
    i. Firmware upgrades to radios
    ii. Subscriber radio programming
    iii. Code plug development and update
    iv. Radio alignment and general preventive maintenance
    v. Minor repair and replacement of damaged portable radio knobs and antennas
    vi. Limited mobile radio installation
    vii. Depot Services (see Warranty and Depot Services section below)
    viii. Consumables:
        1. Batteries
        2. Chargers
        3. Shoulder Mics
b. Service shall be by appointment only
c. Service shall be at the discretion of Polk County Emergency Management Division based on resource availability
d. Warranty & Depot Services
    i. Radio Services will assist in working with the vendor for any radio or accessory covered under warranty.
    ii. Minor repairs for radios no longer supported by the depot will be based on best efforts and parts availability. For more complex/major repairs, if supported, the radios will be shipped to the depot where they will be fixed and returned for a flat rate, covered by the User Maintenance Fee. There will be no charge for work on radios or accessories under warranty.
    iii. It is the responsibility of the radio user to own and operate current, and manufacturer supported radios. The user is solely responsible for the replacement cost of a damaged / unrepairable legacy radio no longer supported by the manufacturer.

iv. The User is solely responsible for all repair or replacement costs due to liquid or physical damage, because of accidents, negligence, or abuse.

VI. Subscriber Replacement Fee Program:

a. The collected Subscriber Replacement Fees will be placed and accumulated in a separate account so they may apply toward the bulk subscriber purchase replacement for participating County entities. Bulk purchases are expected to occur in typical cycles of 12 to 15 years due to technology obsolescence as well as manufacturing and depot support discontinuation.

Polk County

Board of County Commissioners

Agenda Item R.24. 12/16/2025

SUBJECT

SET HEARING to consider requests to vacate a portion of a platted right-of-way shown on the map of Jester Subdivision along with a request to vacate any public interest in a portion of a 30-foot wide strip of land lying adjacent to the west of Parcel ID Number 273005-000000-011120. (Suggested hearing date is January 6, 2026 at 9:00 a.m or immediately following the regular agenda)

DESCRIPTION

The County has received the following requests to adopt resolutions vacating, abandoning, discontinuing, closing, renouncing, and disclaiming any rights of the County or the public in a portion of a platted right-of-way and any public interest in a 30-foot wide strip of land. Florida Statutes, Section 336.10, requires the Commissioners hold a public hearing to consider Petitions adopting resolutions vacating, abandoning, discontinuing, closing, renouncing, and disclaiming property under their control. Setting a public hearing date will comply with Florida Statutes and allow the request to be considered.

Request Board set a public hearing date for the following requests to vacate a portion of a platted right-of-way and any public interest in a 30-foot wide strip of land. Suggested Hearing Date: Tuesday, January 6, 2026 at 9:00 a.m., or immediately following the regular agenda:

1. On Board's Motion, consider a request to adopt a resolution vacating a portion of platted right-of-way identified as Bryan Avenue lying adjacent to Lot 1, as show on the Map of Jester Subdivision as recorded in Plat Book 18 at Page 1, Public Records of Polk County, Florida. The subject easement lies in Section 28, Township 27 South, Range 26 East.

2. Consider a petition by Steven and Bobbie Anderson to adopt a resolution vacating any public interest in a portion of a 30-foot wide strip of land lying adjacent to the west of Parcel ID Number 273005-000000-011120. The subject lies in Section 05, Township 30 South, Range 27 East.

RECOMMENDATION

Request Board set a Public Hearing on Tuesday, January 6, 2026 at 9:00 a.m., or immediately following the regular agenda, to consider the preceding items.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577

Agenda Item R.25. 12/16/2025

SUBJECT

Approve Land Purchase Agreement in conjunction with the purchase of conservation preservation property located in the Lake Wales Ridge Ecosystem Project - Crooked Lake West Area, McKinnie/Wilson parcel ($4,000 one-time expense)

DESCRIPTION

The County through its Environmental Lands Acquisition program routinely acquires title to properties for conservation preservation purposes. Through this acquisition program the County has accumulated a large land holding within the Lake Wales Ridge Ecosystem known as the Crooked Lake West Area; however, many of the parcels are scattered and non-contiguous making land management activities very difficult. The County's Natural Resources section has identified numerous parcels which if acquired would infill and add to the overall conservation area while aiding in future land management activities. The County is in the process of contacting the property owners of the identified parcels, many of whom are out of state, with an offer to purchase the specific parcels. Several property owners are still reviewing the offer and others, such as the one referenced below, have decided to accept the County's offer, and have executed an agreement for the sale of their property.

Approving the following agreement will allow the County to purchase and take ownership of the subject property. It will also allow the parcel to be incorporated into the existing Crooked Lake West conservation preservation area and aid in the overall land management of the area:

1. Land Purchase Agreement between Scott McKinnie and John O. Wilson and Polk County for the purchase of Parcel ID Number 273128-000000-023070 for the amount of $4,000. The property is vacant, rectangular-shaped parcel containing approximately 1.25 acres lying in Section 28, Township 31 South, Range 27 East.

RECOMMENDATION

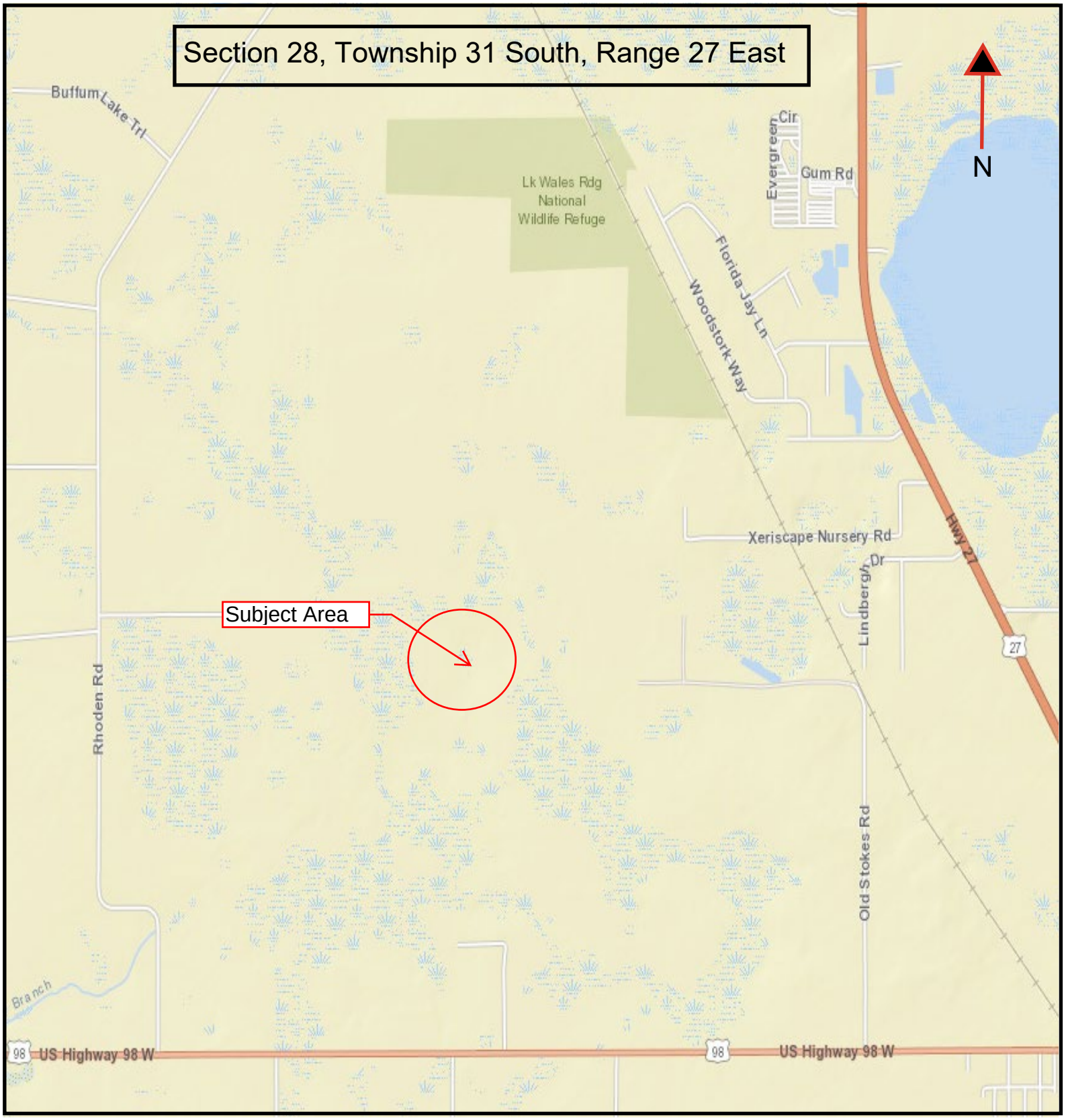
Request Board approve the afore-mentioned Land Purchase Agreement and authorize the issuance of a check in the amount of $4,000 for the purchase.

FISCAL IMPACT

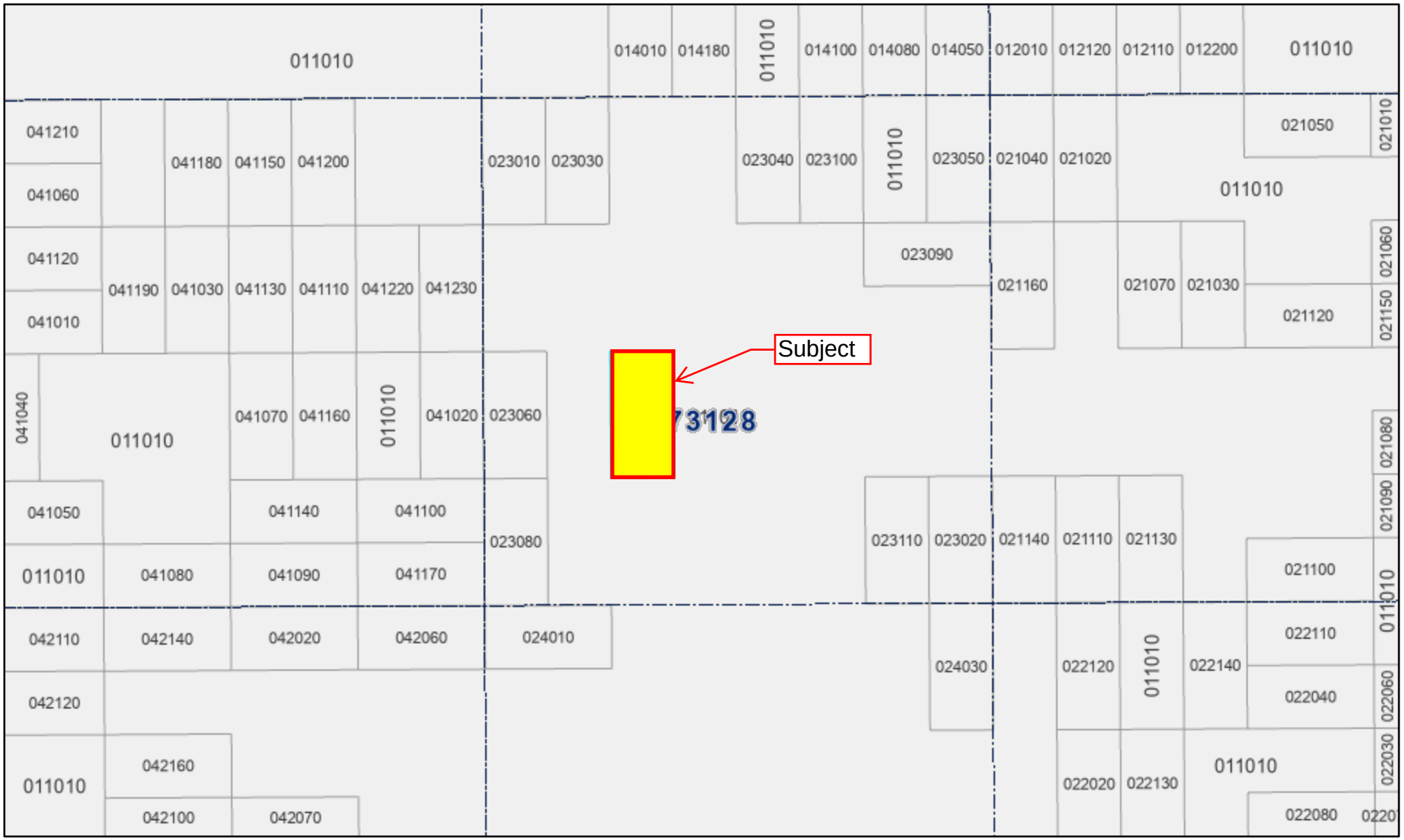
Funds are available for the purchase of the properties in the Environmental Lands Acquisition Fund.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


Section 28, Township 31 South, Range 27 East
N
Buffum Lake Trl
Lk Wales Rdg
National
Wildlife Refuge
Evergreen Cir
Gum Rd
Florida Jay Ln
Woodstork Way
Xeriscape Nursery Rd
Dr
Lindbergh
Hwy 27
27
Subject Area
Rhoden Rd
Old Stokes Rd
Branch
98
US Highway 98 W
98
US Highway 98 W

Section 28, Township 31 South, Range 27 East



PLSS Townships
PLSS Sections
PLSS Boundaries

Parcels

<all other values>

0 195 390 780 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

December 2, 2025

N
W E

1431

Board of County Commissioners

Crooked Lake West Project Area
Parcel ID Number: 273128-000000-023070

LAND PURCHASE AGREEMENT

COUNTY OF POLK
STATE OF FLORIDA

THIS AGREEMENT made and entered into this 27 day of September 2025, between **Scott McKinnie and John O. Wilson,** hereinafter referred to as "Owners", and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Bartow, Florida 33831-9005, hereinafter referred to as "Purchaser".

WITNESSETH

WHEREAS, Owners agree to sell to Purchaser and Purchaser agrees to purchase from Owners the land identified as **Parcel ID Number 273128-000000-023070** located in Polk County, Florida, as further described in **Exhibit "A",** containing approximately 1.25 acres, 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 Purchaser, for the sum of **$4,000.00 (Four Thousand Dollars)**.

(b) Purchaser shall pay unto the Owners the total sum of $4,000.00 ($2000 per owner), by County Warrant, within ninety (90) days from the date hereof upon simultaneous delivery of such instrument of conveyance. Any improvements or personal property not removed from the Property by closing shall be considered abandoned by the Owners.

(c) Purchaser shall be responsible for the payment of any real property taxes, or proration thereof and the recording of the deed of conveyance.

(d) Owners acknowledge they have not incurred the services of a Real Estate Broker.

(e) The Owners agree and expressly acknowledge 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 costs, are owed by the County to Owners.

- **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 on the date shown above.

PURCHASER:
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: _____
Melanea D. Hough, Professional Real Estate Services

APPROVED BY:

By: _____ 12/8/25
R. Wade Allen, Director
Real Estate Services
Its Agent

OWNER:

By: _____
Scott McKinnie
4325 Aegean Drive, Apartment 102B
Tampa, Florida 33611

By: _____
John O. Wilson
608 14th Avenue, NW
Largo, Florida 33770

Exhibit "A"

Tract No. 1103: The East 165 feet of the West 1815 feet of the South 330 feet of the North 3630 feet of the North 3/4 of the East 3/4 of Section 28, Township 31 South, Range 27 East. The South 30 feet thereof subject to an easement for road right-of-way.

Being Parcel I.D. #273128-000000-023070

Being the same property described in that certain Quit Claim Deed recorded in Official Record Book 06194 at Pages 0514-0515, Public Records of Polk County, Florida.

Agenda Item R.26. 12/16/2025

SUBJECT

Accept a Drainage Easement from Connie Cristancho and Fabio Castro, as successor trustees and authorize a Partial Release of Easement for a drainage easement associated with Galloway Road. (No fiscal impact)

DESCRIPTION

The County was contacted by property owners adjacent to Galloway Road to the south of its intersection with 10th Street North regarding drainage concerns in the area. After a review of the area it was determined that an existing drainage ditch running westward off of Galloway Road was in need of clearing and re-grading due to overgrowth. Additional research revealed that in 1962 an easement was granted to the State of Florida for two outfall ditches associated with the roadway, one to the north of 10th Street and one to the south, which were transferred to the County along with the roadway in 1983. However, at some point after the easement was established the ditch to the south of 10th Street was realigned slightly to the south and currently does not lie within the easement area, but along the southern boundary of a residential parcel. County staff contacted the owners of the residential property and requested an easement over the existing drainage ditch. The owners, Connie Cristancho and Fabio Castro, as successor trustees, have agreed to the County's request and have executed a Drainage Easement to the County. No evidence could be found that the original easement has ever been released, but it is no longer needed due to the new easement. Accepting the Drainage Easement will give the County the easement needed to allow for maintenance of the existing drainage ditch and authorizing a Partial Release of Easement will remove the encumbrance of original easement, which is not needed, from the owners' property.

RECOMMENDATION

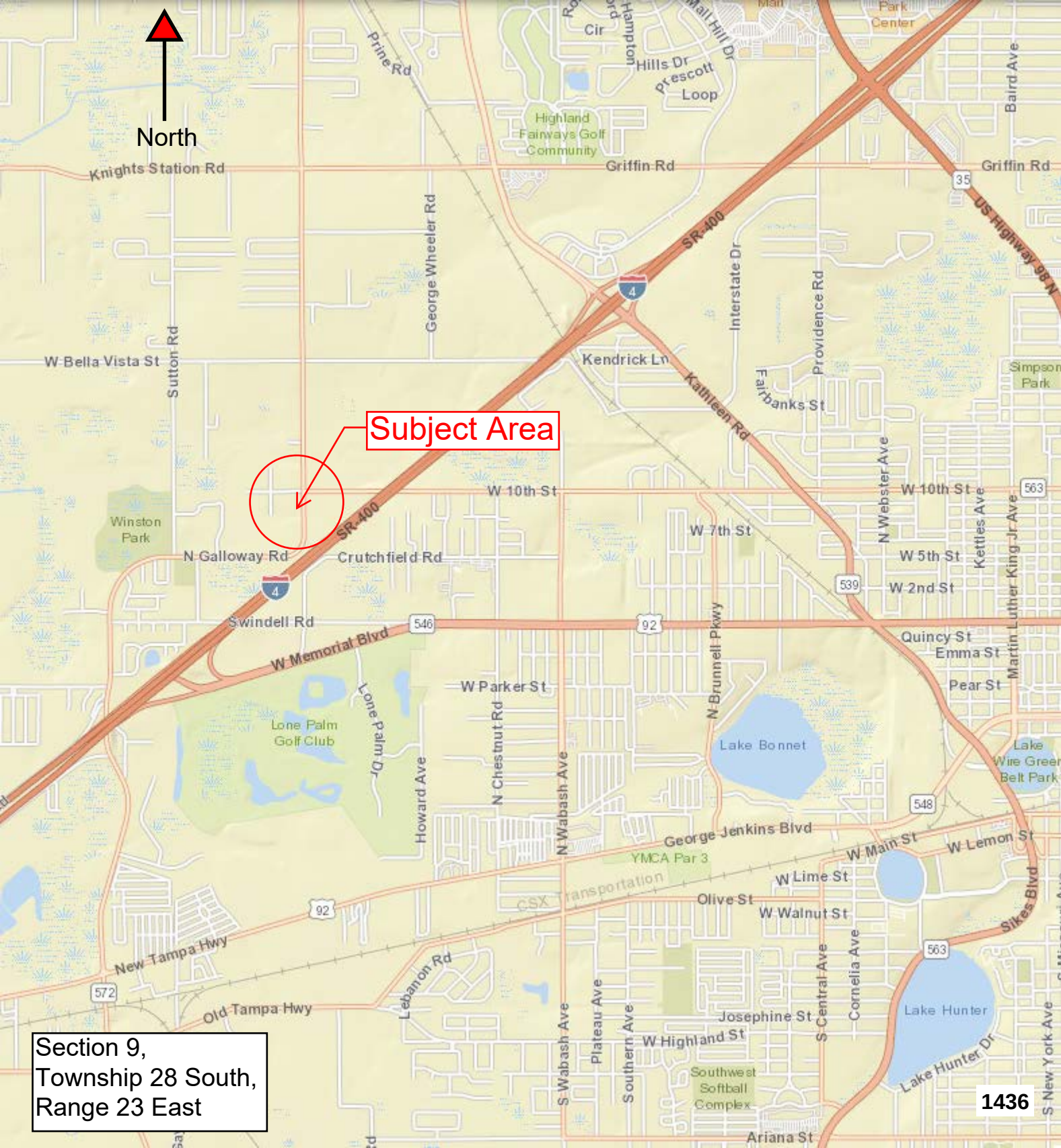
Request Board accept the Drainage Easement from Connie Cristancho and Fabio Castro, successor trustees, and authorize the above-mentioned Partial Release of Easement.

FISCAL IMPACT

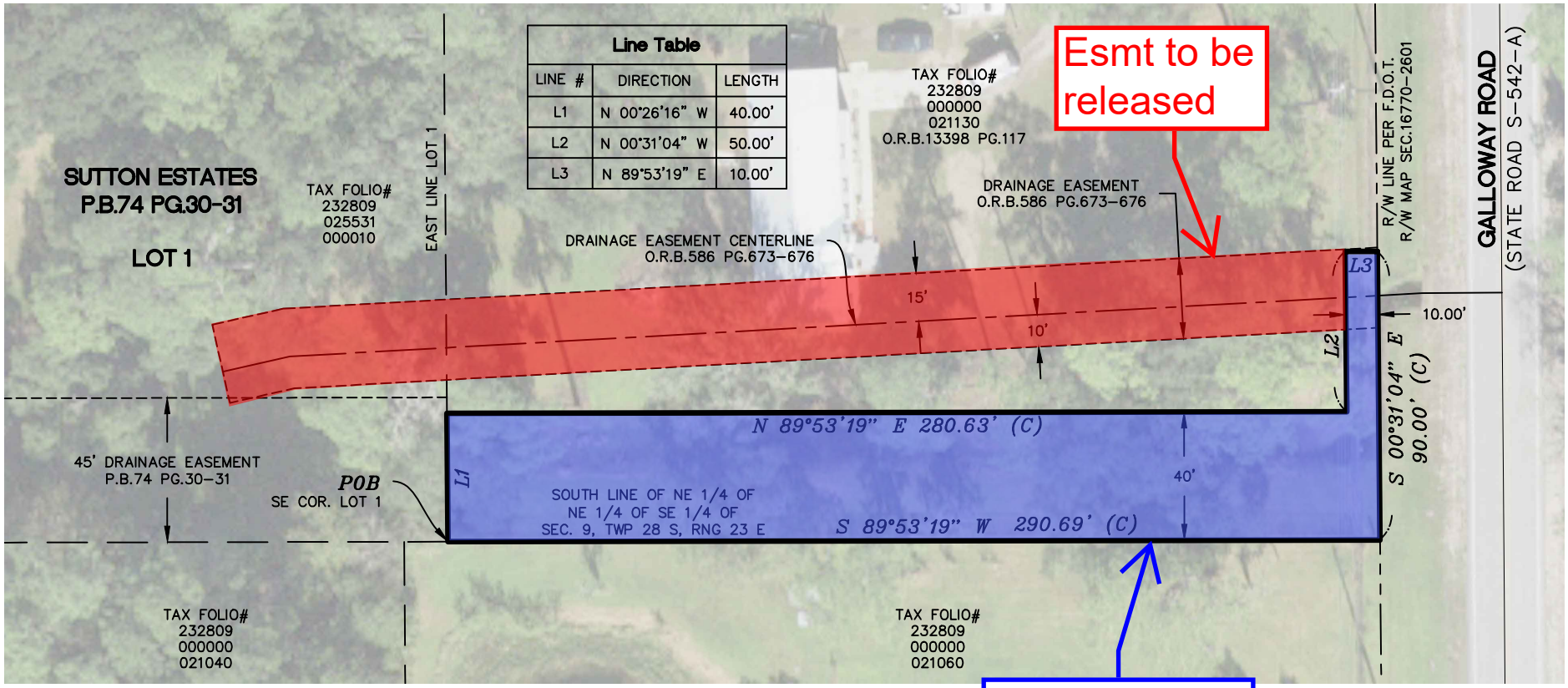
No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


North
Subject Area
Section 9,
Township 28 South,
Range 23 East
1436
Knights Station Rd
Griffin Rd
Griffin Rd
Highland Fairways Golf Community
Prine Rd
Cir
Hampton
Hills Dr
Prescott Loop
Mall Hill Dr
Park Center
Baird Ave
George Wheeler Rd
SR-400
Interstate Dr
Providence Rd
US Highway 98 N
35
4
W Bella Vista St
Sutton Rd
Kendrick Ln
Kathleen Rd
Fairbanks St
Simpson Park
W 10th St
W 10th St
563
Winston Park
N Galloway Rd
Crutchfield Rd
W 7th St
N Webster Ave
W 5th St
Kettles Ave
Martin Luther King Jr Ave
539
W 2nd St
Swindell Rd
546
92
W Memorial Blvd
Quincy St
Emma St
Pear St
W Parker St
N Brunnell Pkwy
Lone Palm Golf Club
Lone Palm Dr
Howard Ave
N Chestnut Rd
N Wabash Ave
Lake Bonnet
Lake Wire Greenbelt Park
548
George Jenkins Blvd
YMCA Par 3
W Main St
W Lemon St
W Lime St
CSX Transportation
Olive St
W Walnut St
Sikes Blvd
92
New Tampa Hwy
563
572
Old Tampa Hwy
Lebanon Rd
Plateau Ave
Southern Ave
S Wabash Ave
S Central Ave
Cornelia Ave
Josephine St
W Highland St
Lake Hunter
Lake Hunter Dr
S New York Ave
Southwest Softball Complex
Ariana St

THIS IS NOT A SURVEY



NORTH

SCALE
1" = 50 feet

LEGEND

(C) = CALCULATED
COR. = CORNER
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG(S). = PAGE(S)
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
RNG = RANGE
R/W = RIGHT-OF-WAY
SEC = SECTION
TWP = 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.

POLK COUNTY

AERIAL EXHIBIT

LOCATED IN SECTION 9, TOWNSHIP 28 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD, WINTER HAVEN, FL 33880
PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No.	Drawn by:	Checked by:	Checked Date:
2 of 2	BCZ	JRN	09/02/25
Parcel Number: N/A	PREPARED FOR: REAL ESTATE SERVICES		Job Number: 8309E25-1

THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

This instrument prepared under the direction of
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, FL 33831-9005
By: Scott C. Lowery

Parent Parcel I.D. No.: 232809-000000-021130

Galloway Road Drainage Easement

DRAINAGE EASEMENT

THIS EASEMENT made this 5 day of NOVEMBER, 2025, between **CONNIE CRISTANCHO and FABIO CASTRO,** as Successor Trustees of the Galloway Land Trust, dated March 27, 2024, whose mailing address is 3225 McLecd Drive, Suite 777, Las Vegas, Nevada 89121, Grantors, and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 988, Bartow, Florida 33830-9005, Grantee.

WITNESSETH, that the said Grantors, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant unto the Grantee, its successors and assigns forever, a perpetual drainage easement for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and maintaining public drainage facilities in, upon, under, over, across and through the following described land in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantors for the purpose of exercising the rights herein granted.

Grantors covenant with the Grantee that they are lawfully seized of said lands and that they have good, right and lawful authority to grant this easement.

Grantors shall be responsible for maintenance of vegetation within the easement area.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Witness #1 as to both signatories
Print Name: Carissa Christensen

4937 US Hwy 98 N., Lakeland FL 33805
Address

Witness #2 as to both signatories
Print Name: Megan Edwards

4937 US Hwy 98 N Lakeland, FL 33805
Address

Connie Cristancho, as Successor Trustee of the Galloway Land Trust dated March 27, 2024

Fabio Castro, as Successor Trustee of the Galloway Land Trust dated March 27, 2024

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence or by ☐ online notarization, this 5th day of November, 2025, by Connie Cristancho and Fabio Castro, as Successor Trustees of the Galloway Land Trust dated March 27, 2024 who ☐ are personally known to me or ☑ have produced Driver's License as identification.

(AFFIX SEAL)

BRITTANY A. HAY
Notary Public, State of Florida
Commission No. HH 448403
My Comm. Exp. Sept. 27, 2027

Notary Public

Brittany A Hay
Print Name

Commission Expiration: 09/27/2027

Project Name: GALLOWAY DRAINAGE
Tax Folio Number: 232809-000000-021130

Project Number: 8309E25-1

DESCRIPTION

A parcel of land being a portion of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 9, Township 28 South, Range 23 East, Polk County, Florida, being described as follows:

Commence at a point on the south line of said Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4, said point also being the southeast corner of Lot 1 of SUTTON ESTATES, a subdivision as recorded in Plat Book 74, Page 30-31, Public Records of Polk County, Florida, and being the **Point of Beginning**; thence North 00°26'16" West, along the east line of said Lot 1, a distance of 40.00 feet to a line being 40.00 feet north of and parallel with the said south line; thence North 89°53'19" East, along said parallel line, 280.63 feet to a line being 10.00 feet west of and parallel with the west right-of-way line of Galloway Road (State Road S-542-A) per Florida Department of Transportation Right-of-way Map Section 16770-2601; thence North 00°31'04" West, along said parallel line, 50.00 feet to a line being 90.00 feet north of and parallel with the said south line; thence North 89°53'19" East, along said parallel line, 10.00 feet to the said west right-of-way line; thence South 00°31'04" East, along said west right-of-way line, 90.00 feet to the said south line; thence South 89°53'19" West, along said south line, 290.69 feet to said **Point of Beginning.**

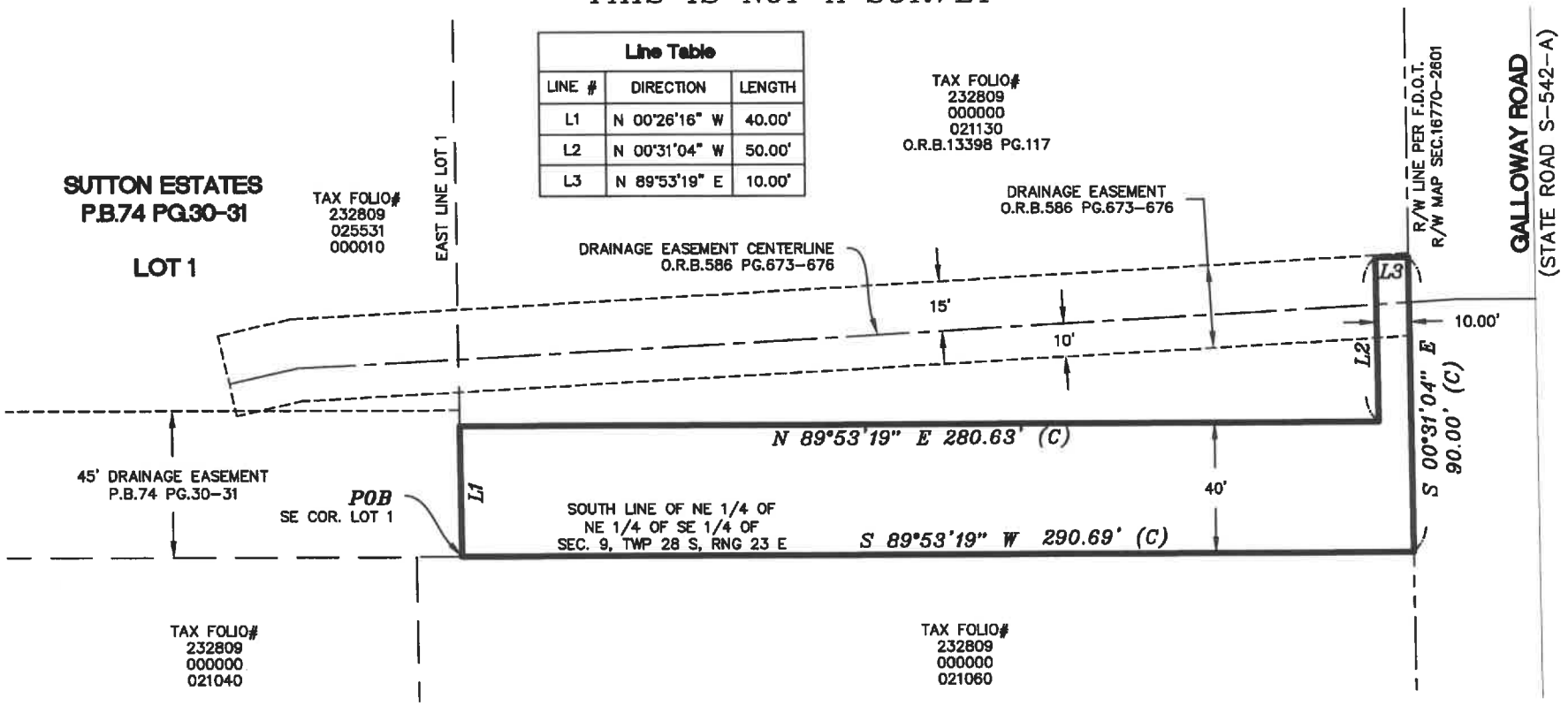
Containing 12,126 square feet, more or less.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

THIS IS NOT A SURVEY



Line Table		
LINE #	DIRECTION	LENGTH
L1	N 00°26'16" W	40.00'
L2	N 00°31'04" W	50.00'
L3	N 89°53'19" E	10.00'

NORTH

LEGEND

(C) = CALCULATED
COR. = CORNER
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
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P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
RNG = RANGE
R/W = RIGHT-OF-WAY
SEC = SECTION
TWP = 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.

SCALE
1" = 50 feet

DATE
08/28/25

BRYAN C. ZELENENKI, P.S.M.
FLORIDA REGISTRATION #7140
SURVEYING AND MAPPING SECTION

POLK COUNTY

DESCRIPTION SKETCH

LOCATED IN SECTION 9,
TOWNSHIP 28 SOUTH, RANGE 23 EAST,
POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD, WINTER HAVEN, FL 33880
PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No.	Drawn by:	Checked by:	Checked Date:
2 of 2	BCZ	JRN	09/02/25
Parcel Number:	PREPARED FOR:		Job Number:
N/A	REAL ESTATE SERVICES		8309E25-1

THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

This instrument prepared under the direction of:
R. Wade Allen, Director
Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, FL 33831-9005
By: Scott C. Lowery

Parent Parcel Nos.: 232809-000000-021130 &
232809-025531-000010

PARTIAL RELEASE OF EASEMENT

THIS PARTIAL RELEASE OF EASEMENT, made this 16th day of December, 2025, by **POLK COUNTY,** a political subdivision of the State of Florida ("County"), whose mailing address is P.O. Box 988, Bartow, Florida 33831-0988.

WITNESSETH:

WHEREAS, on the 16th day of February, 1962, C.M. Sutton and Martha Leola Sutton, his wife, granted to the State of Florida a Drainage Easement which was subsequently recorded in Official Record Book 586, at Pages 673 and 674 ("Easement"), in conjunction with a roadway identified as Section No. 16770-2601; and

WHEREAS, the roadway and associated right-of-way/easements were transferred to the County on July 11, 1983 by the recording of the right-of-way map for said Section 16670-2601 in Transfer Book 1, at Pages 99 through 107; and

WHEREAS, the existing drainage facilities are located slightly to the south of the area described in the Easement; and

WHEREAS, the current owner of the property identified as Parcel ID Number 232809-000000-021130, Connie Cristancho and Fabio Castro, as Successor Trustees of the Galloway Land Trust dated March 27, 2024 ("Owners"), which is encumbered by a portion of the Easement have granted a new easement to Polk County over the existing drainage facilities; and

WHEREAS, the County has determined that the new easement granted by the Owners will accommodate the existing drainage facilities in the area.

NOW, THEREFORE, POLK COUNTY hereby releases and abandons that portion of the lands identified as "Drainage Easement Left Station 102 + 45.75" as more particularly described on Exhibit "A", attached hereto and made a part hereof from the Easement. Provided always, nevertheless, that nothing herein contained shall in anyway impair, alter or diminish the effect or encumbrance of the Easement on the remaining part of the premises contained in the Easement, not hereby released therefrom, or any of the rights and remedies of the holder thereof. The intention being to release only the lands described in Exhibit "A" from the aforementioned easement.

[signatures and acknowledgements follow on next page]

IN WITNESS WHEREOF, the County has executed this Partial Release as of the date first set forth above.

WITNESSES:

COUNTY:

POLK COUNTY, a political subdivision of the State of Florida

_____
Print Name:_____
Address:_____

By: _____
Martha Santiago, Ed.D., Chair
Board of County Commissioners

_____
Print Name:_____
Address:_____

STATE OF FLORIDA)
) ss:
COUNTY OF POLK)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of December, 2025, by Martha Santiago, Ed.D., as Chair of the Board of County Commissioner of Polk County, a political subdivision of the State of Florida, on behalf of said entity who is personally known to me or who has produced _____ as identification.

_____
Notary Public, State of Florida
Printed Name: _____
My Commission Expires: _____

[NOTARY SEAL]

Exhibit “A”

Drainage Easement Left Station 102+45.75

That part of:

The North 1/2 of the Northeast 1/4 of the South 1/4 of Section 9, Township 28 South, Range 23 East, Polk County, Florida,

Lying within 15 feet Northerly and 10 feet Southerly of the following described Drainage Easement Center Line:

Begin on the East boundary of the Northeast 1/4 of the Southeast 1/4 of Section 9, township 28 South, Range 23 East at a point 592.20 feet South of the Northeast corner thereof; run thence South 89˚22’53” West 25 feet; thence South 86˚38’14” West 353.59 feet; thence South 77˚09’53” West 21.41 feet to the end of Drainage Easement. LESS existing Rights of Way.

Agenda Item R.27. 12/16/2025

SUBJECT

Approve Subordinations of County Utility Interests between the State of Florida Department of Transportation and Polk County, FDOT parcels 104.7 and 105.7. (No fiscal impact)

DESCRIPTION

The State of Florida Department of Transportation (hereinafter “FDOT”) has a project to make improvements to Interstate 4 known as the Moving I-4 Forward Project in the northeast part of the county. To facilitate the improvements the FDOT has acquired additional right-of-way from adjacent property owners at the northeast corner of US Highway 27 and Interstate 4. Two of those parcels are encumbered with utility easements in favor of Polk County. FDOT has requested the County subordinate its interest in those portions of the utility easements lying within the subject right-of-way parcels. Approving the Subordinations of County Utility Interests will authorize the Chairman to execute the documents and allow their recordation, which will allow the FDOT to fully utilize the right-of-way for the planned improvements.

RECOMMENDATION

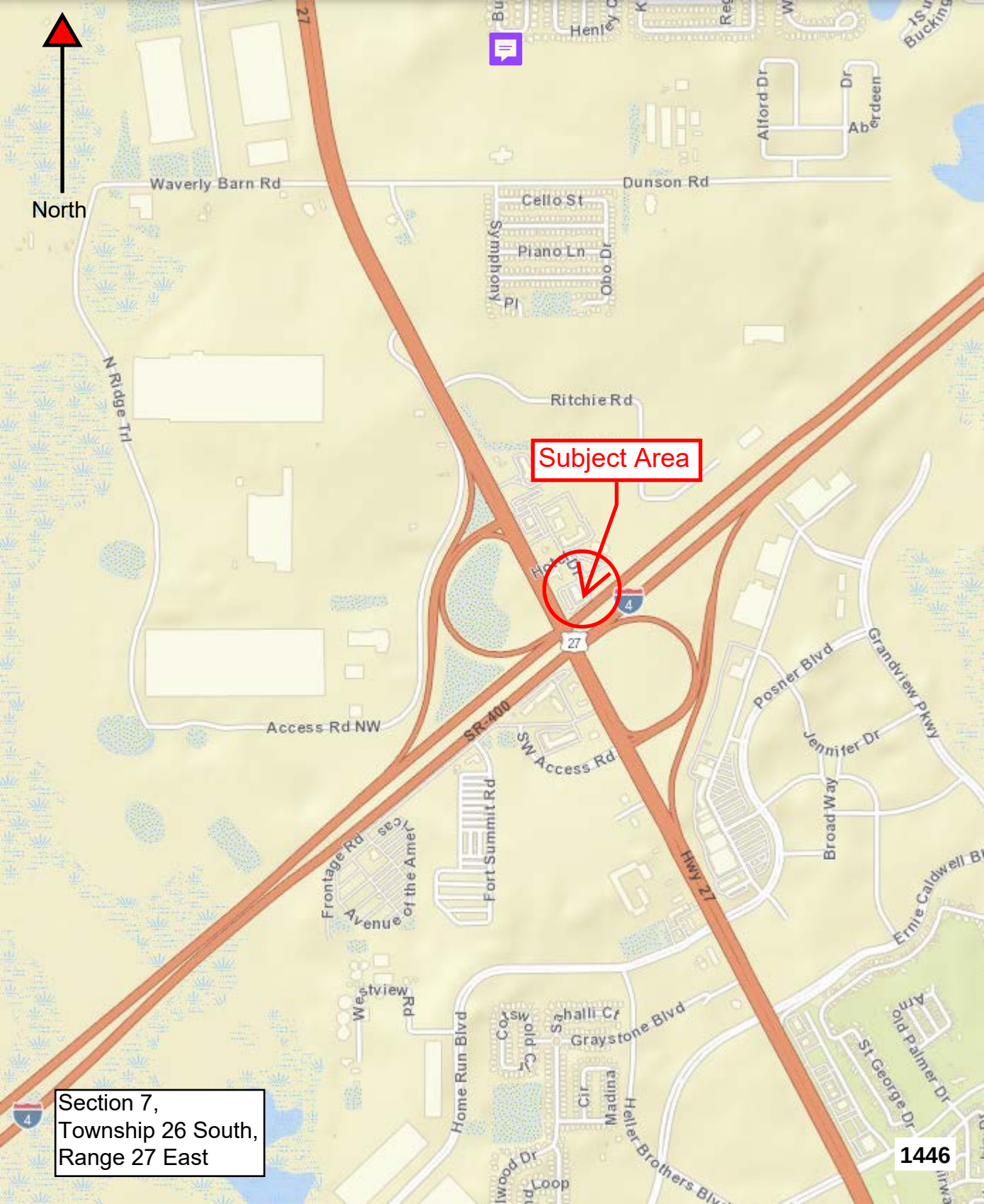
Request Board approve the above-mentioned Subordinations of County Utility Interests between the FDOT and Polk County.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


North
Waverly Barn Rd
Dunson Rd
Cello St
Piano Ln
Symphony Pl
Oboe Dr
Alford Dr
Aberdeen Dr
N Ridge Trl
Ritchie Rd
Subject Area
Access Rd NW
SR-400
SW Access Rd
Fort Summit Rd
Frontage Rd
Avenue of the Americas
Hwy 27
Posner Blvd
Grandview Pkwy
Jennifer Dr
Broad Way
Ernie Caldwell Blvd
Graystone Blvd
Home Run Blvd
Westview Rd
Madina Cir
Heller Brothers Blvd
St George Dr
Old Palmer Dr
Section 7,
Township 26 South,
Range 27 East
1446

SECTION 7, TOWNSHIP 26 SOUTH, RANGE 27 EAST

23-UTL.02-05/09

Date: November 25, 2025
This instrument prepared
under the direction of:
Angela D. Tucker, Chief Counsel
Post Office Box 1249
Bartow, Florida 33831-1249
Department of Transportation

F.P. NO. 2012103 & 2012106
PARCEL 104.7
SECTION 16320-000
STATE ROAD 400 (I-4)
COUNTY Polk

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into on the date executed by the State of Florida Department of Transportation District One Secretary or their Designee, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, whose post office address is: Post Office Box 1249, Bartow, Florida 33831-1249 and POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, Utility Agency Organization, hereinafter called the Utility.

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and FDOT agree as follows:

Utility hereby subordinates to the interest of FDOT, its successors, or assigns, any and all of its interest in the lands as follows, viz:

SEE EXHIBIT "A"

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Polk County Utilities Easement (Corporate)	03-31-09	Kismet Development, LLC / Kismet II, LLC	POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA	OR 7850 PG 1929
Polk County Utility Easement	04-23-08	Kismet Development, LLC, a Florida Limited Liability Company	POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA	PB 150 PG 19

PROVIDED that the Utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT's current minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

4. To the extent provided by Florida law, the Utility agrees to repair any damage to FDOT facilities resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above. The Utility also agrees to indemnify the FDOT against any loss or damage resulting from the negligent or wrongful acts or omissions of any officers, agents, or employees of the Utility while exercising its rights outlined in paragraphs 1 and 3 above. The foregoing indemnification shall not constitute a waiver of the FDOT's or Utility's sovereign immunity beyond the limits set forth in Florida Statutes,

Section 768.28, nor shall the same be construed to constitute agreement by Utility to indemnify the FDOT for the negligent acts or omissions of the FDOT, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by the Utility to be sued by third parties in any manner arising out of this Agreement. Additionally, the Utility shall require all Utility contractors and subcontractors who conduct operations within the boundaries of the lands described in Exhibit 'A' for the benefit of Utility to indemnify and hold FDOT harmless.

5. The FDOT agrees to repair any damage to County facilities resulting from the FDOT's use of lands described in Exhibit 'A'.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

WITNESSES

_____(SEAL)

_____
Legibly Print/Type Name

*Witness Mailing Address:

Post Office Box 1249

Bartow, Florida 33831-1249

_____(SEAL)

_____
Legibly Print/Type Name

*Witness Mailing Address:

Post Office Box 1249

Bartow, Florida 33831-1249

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary/Designee for District One

Post Office Box 1249

Bartow, Florida 33831-1249

Legal Review:

_____
Department Attorney

In accordance with Florida Statute 695.26, effective Jan. 1, 2024, names and addresses of witnesses must be legibly printed, typed or stamped for the clerk of the court to accept this document for recording.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___physical presence or ___online notarization, this _____ day of _____, 20_____, by _____, _____ of _____, a _____ Corporation, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.

Name:_____Notary Public in and for the County and State last aforesaid. My Commission Expires:_____Serial No., if any:_____
_____

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:_____(SEAL)
Name:
Clerk(or Deputy Clerk)

_____
Polk County, Florida
By Its Board of County Commissioners

Martha Santiago, Ed.D (SEAL)
Name:

Its Chairperson
(or Vice-Chairperson)

Grantor(s)' Mailing Address:

P.O. Box 9005

Drawer RE-01

Bartow, FL 33831

F.P. NO. 2012103 & 2012106
SECTION 16320-000
PARCEL 104

LIMITED ACCESS RIGHT OF WAY

A) That portion of Lot C, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02'04" West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence along said survey baseline South 50°29'13" West a distance of 583.38 feet; thence North 27°35'41" West a distance of 173.48 feet to the southwest corner of said Lot C and to an intersection with the northwesterly existing Limited Access right of way line of said State Road 400 (I-4) (per section 16320-2402) and the east existing right of way line of State Road 25 (U.S. 27) (per Section 1618-203) for a POINT OF BEGINNING; thence continue along said east existing right of way line and the west line of said Lot C, North 27°35'41" West a distance of 140.46 feet; thence North 50°28'00" East a distance of 286.18 feet to a point on the east line of said Lot C also being a point on the west line of Lot D (per said plat); thence along said east line and said west line South 27°37'20" East a distance of 160.73 feet to said northwesterly existing Limited Access right of way line and to the southeast corner of said Lot C; thence along said northwesterly existing Limited Access right of way line and the south line of said Lot C, South 50°29'13" West a distance of 0.49 feet; thence continue along said northwesterly existing Limited Access right of way line and said south line, South 54°29'49" West a distance of 282.27 feet to the POINT OF BEGINNING.

Containing 42,177 Square feet

ALSO

RIGHT OF WAY

B) That portion of Lot C, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02'04" West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence along said survey baseline South 50°29'13" West a distance of 583.38 feet; thence North 27°35'41" West a distance of 313.94 feet to a point on the east existing right of way line of State Road 25 (U.S. 27) (per Section 1618-203) and to a point on the west line of said Lot C for a POINT OF BEGINNING; thence continue along said east existing right of way line and said west line North 27°35'41" West a distance of 179.39 feet to the northwest corner of said Lot C, thence along the north line of said Lot C, North 62°22'33" East a distance of 69.62 feet; thence South 39°32'00" East a distance of 161.14 feet; thence South 50°28'00" West a distance of 105.23 feet to the POINT OF BEGINNING.

Containing 14,723 square feet

ALSO

That portion of Lot C, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02’04” West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence along said survey baseline South 50°29’13” West a distance of 583.38 feet; thence North 27°35’41” West a distance of 493.33 feet to a point on the east existing right of way line of State Road 25 (U.S. 27) (per Section 1618-203) and the northwest corner of said Lot C; thence along the north line of said Lot C, North 62°22’33” East a distance of 69.62 feet for a POINT OF BEGINNING; thence continue along said north line North 62°22’33” East a distance of 180.31 feet to the most northerly northeast corner of said Lot C and to a point on the west line of Lot A (per said plat); thence along the east line of said Lot C and said west line South 27°35’17” East a distance of 29.55 feet to the north line of said Lot C and to the southwest corner of said Lot A; thence along said north line and the south line of said Lot A North 62°22’33” East a distance of 30.02 feet to the most easterly northeast corner of said Lot C and to the northwest corner of Lot D (per said plat); thence along the east line of said Lot C and the west line of said Lot D, South 27°37’20” East a distance of 90.78 feet; thence South 50°28’00” West a distance of 180.95 feet; thence North 39°32’00” West a distance of 161.14 feet to the POINT OF BEGINNING.

Containing 26,346 square feet

Legal Description Approved by
Wilfredo A. Alfonzo P.S.M. #7107
On: May 29, 2024

23-UTL.02-05/09

Date: November 25, 2025
This instrument prepared
under the direction of:
Angela D. Tucker, Chief Counsel
Post Office Box 1249
Bartow, Florida 33831-1249
Department of Transportation

F.P. NO. 2012103 & 2012106
PARCEL 105.7
SECTION 16320-000
STATE ROAD 400 (I-4)
COUNTY Polk

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into on the date executed by the State of Florida Department of Transportation District One Secretary or their Designee, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, whose post office address is: Post Office Box 1249, Bartow, Florida 33831-1249 and POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, Utility Agency Organization, hereinafter called the Utility.

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and FDOT agree as follows:

Utility hereby subordinates to the interest of FDOT, its successors, or assigns, any and all of its interest in the lands as follows, viz:

SEE EXHIBIT "A"

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Polk County Utility Easement	04-23-08	Kismet Development, LLC, a Florida Limited Liability Company	POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA	PB 150 PG 19
Polk County Utilities Easement (Corporate)	03-31-09	Kismet Development, LLC / Kismet II, LLC	POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA	OR 7850 PG 1929

PROVIDED that the Utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT's current minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

4. To the extent provided by Florida law, the Utility agrees to repair any damage to FDOT facilities resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above. The Utility also agrees to indemnify the FDOT against any loss or damage resulting from the negligent or wrongful acts or omissions of any officers, agents, or employees of the Utility while exercising its rights outlined in paragraphs 1 and 3 above. The foregoing indemnification shall not constitute a waiver of the FDOT's or

Utility's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Utility to indemnify the FDOT for the negligent acts or omissions of the FDOT, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by the Utility to be sued by third parties in any manner arising out of this Agreement. Additionally, the Utility shall require all Utility contractors and subcontractors who conduct operations within the boundaries of the lands described in Exhibit 'A' for the benefit of Utility to indemnify and hold FDOT harmless.

5. The FDOT agrees to repair any damage to County facilities resulting from the FDOT's use of lands described in Exhibit 'A'.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

WITNESSES

_____(SEAL)

_____
Legibly Print/Type Name

*Witness Mailing Address:

Post Office Box 1249

Bartow, Florida 33831-1249

_____(SEAL)

_____
Legibly Print/Type Name

*Witness Mailing Address:

Post Office Box 1249

Bartow, Florida 33831-1249

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary/Designee for District One

Post Office Box 1249

Bartow, Florida 33831-1249

Legal Review:

_____
Department Attorney

In accordance with Florida Statute 695.26, effective Jan. 1, 2024, names and addresses of witnesses must be legibly printed, typed or stamped for the clerk of the court to accept this document for recording.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___physical presence or ___online notarization, this _____ day of _____, 20_____, by _____, _____ of _____, a _____ Corporation, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.

Name:_____Notary Public in and for the County and State last aforesaid. My Commission Expires:_____Serial No., if any:_____
_____

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:_____(SEAL)
Name:
Clerk(or Deputy Clerk)

_____
Polk County, Florida
By Its Board of County Commissioners

Martha Santiago, Ed.D. (SEAL)
Name:

Its Chairperson
(or Vice-Chairperson)

Grantor(s)' Mailing Address:

P.O. Box 9005

Drawer RE-01

Bartow, FL 33831

F.P. NO. 2012103 & 2012106
SECTION 16320-000
PARCEL 105

LIMITED ACCESS RIGHT OF WAY

Those portions of Lots D and E, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02'04" West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence continue along said east line North 00°02'04" West a distance of 194.34 feet to the southeast corner of Lot D (per said plat) and to the northwesterly existing Limited Access right of way line of said State Road 400 (I-4) (per section 16320-2408) for a POINT OF BEGINNING; thence along the south line of said Lot D and said northwesterly existing Limited Access right of way line South 50°29'13" West a distance of 389.04 feet to the southwest corner of said Lot D and to the southeast corner of Lot C (per said plat); thence along the west line of said Lot D and the east line of said Lot C, North 27°37'20" West a distance of 160.73 feet; thence North 50°28'00" East a distance of 485.61 feet to a point on the east line of said Orlando South Development also being the east line of said southwest 1/4; thence along said east line South 00°02'04" East a distance of 203.98 feet to the POINT OF BEGINNING.

Containing 1.580 acres

ALSO

Those portions of Lots D and E, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02'04" West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence continue along said east line North 00°02'04" West a distance of 398.32 feet to a point on the east line of said Lot E for a POINT OF BEGINNING; thence South 50°28'00" West a distance of 485.61 feet to a point on the west line of said Lot D also being a point on the east line of Lot C (per said plat); thence along said west line and said east line, North 27°37'20" West a distance of 90.78 feet to the northwest corner of said Lot D and to a point on the south line of Lot A (per said plat); thence along the north line of said Lot D and said south line, North 62°22'33" East a distance of 410.00 feet to the southeast corner of said Lot A and to a point on the west line of said Lot E; thence along said west line and the east line of said Lot A, North 27°58'23" West a distance of 244.17 feet to the northwest corner of said Lot E and to the northeast corner of said Lot A; thence along the north line of said Lot E, North 62°24'59" East a distance of 189.24 feet to the northeast corner of said Lot E and to the east line of said southwest 1/4; thence along said east line South 00°02'04" East a distance of 264.71 feet to the POINT OF BEGINNING.

Containing 1.143 acres

ALSO

All of Lot B, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02’04” West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence along said survey baseline South 50°29’13” West a distance of 583.38 feet; thence North 27°35’41” West a distance of 668.43 feet to a point on the east existing right of way line of State Road 25 (U.S. 27) (per Section 1618-203) and to the southwest corner of said Lot B, for a POINT OF BEGINNING; thence along said east existing right of way line and the west line of said Lot B, continue North 27°35’41” West a distance of 80.00 feet to the northwest corner of said Lot B, thence along the north line of said Lot B, North 62°24’59” East a distance of 349.92 feet to the northeast corner of said Lot B; thence along the east line of said Lot B, South 27°35’43” East distance of 80.00 feet to the southeast corner of said Lot B; thence along the south line of said Lot B, South 62°24’59” West a distance of 349.92 feet to the POINT OF BEGINNING.

Containing 27,994 square feet.

Legal Description Approved by
Wilfredo A. Alfonzo P.S.M. #7107
On July 1, 2024

Polk County

Board of County Commissioners

Agenda Item R.28. 12/16/2025

SUBJECT

Authorize a County Deed to Woodland Ranch Estates 3, LLC as a title clearing measure. (No fiscal impact)

DESCRIPTION

The owner of a tract of land located along the west side of H.L. Smith Road to the north of Lake Mabel Loop Road contacted the County regarding a matter that appeared on a recent title search done in conjunction with a proposed residential development. Several deeds in the chain of title dating back as far as 1931 for the nearly 10-acre tract contain a statement appended to the legal description reserving an easement for public highway purposes along the southerly and easterly sides of the tract. However, no width is stated for the reserved easement which is creating a cloud on the title to the entire tract. The owner has requested a release of whatever interest the County's may have in the tract to clear any clouds on the title to its property caused by the reservation statements in the chain of title. The County has no need or use for the tract with the exception of what is needed for the existing County roadway located along the eastern boundary and a legal description was prepared for the tract less and except the existing documented right-of-way for H.L. Smith Road. Authorizing a County Deed to Woodland Ranch Estates 3, LLC for the tract, less any existing County road right-of-way, will release any interest the County may have in the subject property to it in an attempt to clear any clouds on the title caused by the reservation.

RECOMMENDATION

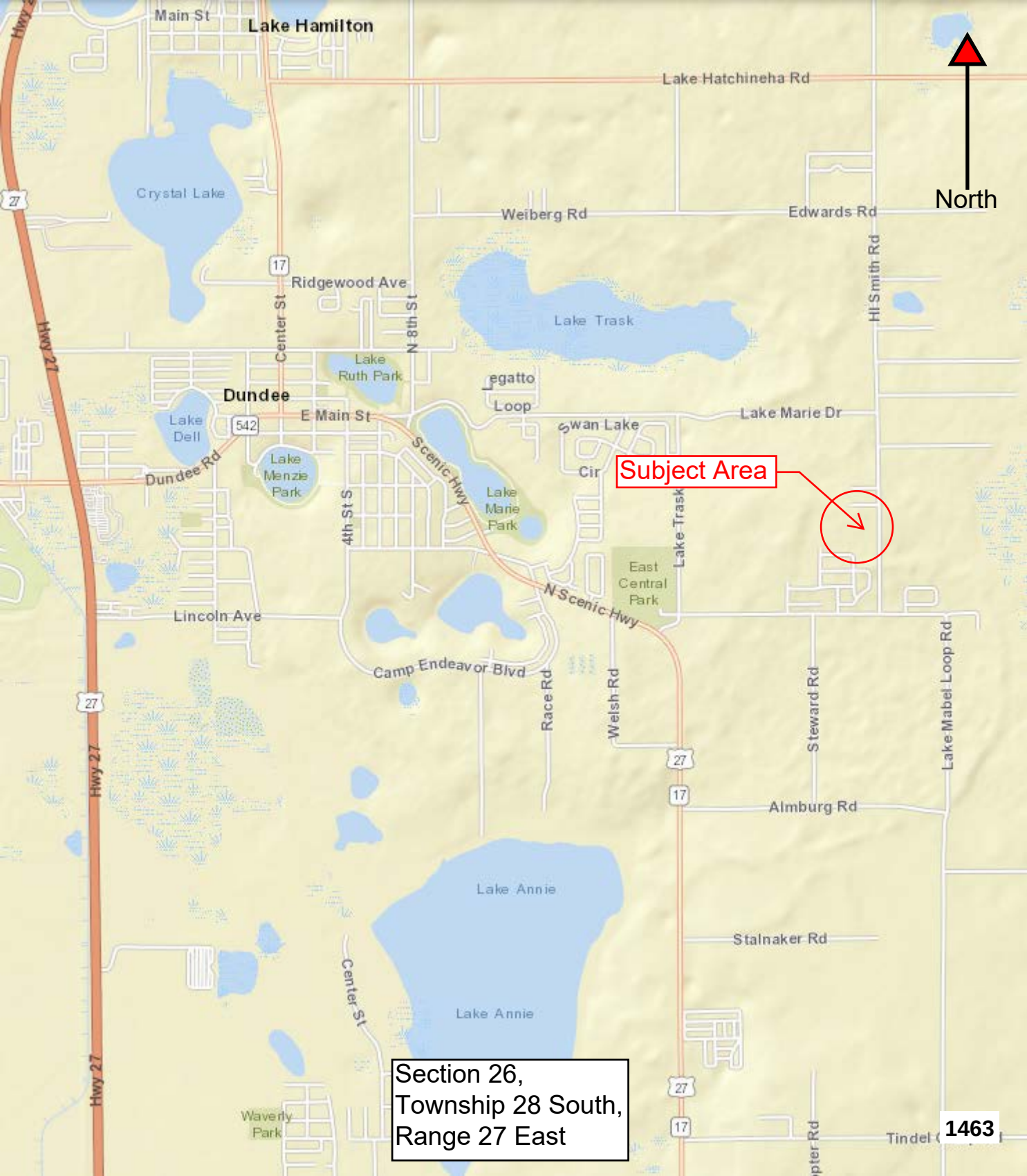
Request Board authorize the aforementioned County Deed to Woodland Ranch Estates 3, LLC.

FISCAL IMPACT

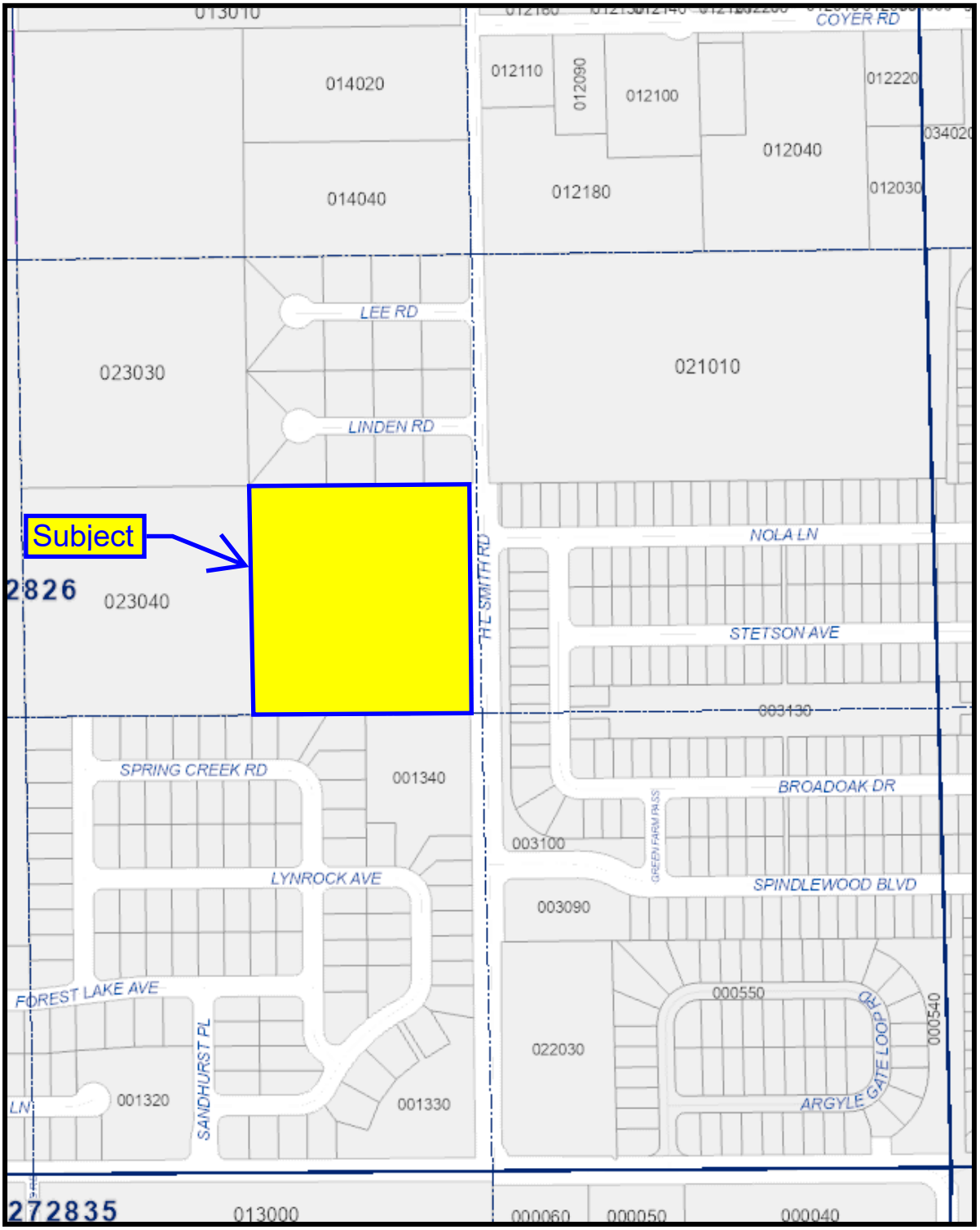
No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


Main St
Lake Hamilton
Lake Hatchineha Rd
North
Crystal Lake
Weiberg Rd
Edwards Rd
Hl Smith Rd
17
Ridgewood Ave
Center St
N 8th St
Lake Trask
Hwy 27
Lake Ruth Park
Legatto Loop
Dundee
Lake Dell
542
E Main St
Swan Lake
Lake Marie Dr
Dundee Rd
Lake Menzie Park
Scenic Hwy
Cir
Subject Area
4th St S
Lake Marie Park
Lake Trask
East Central Park
N Scenic Hwy
Lincoln Ave
Camp Endeavor Blvd
Race Rd
Welsh Rd
Steward Rd
Lake Mabel Loop Rd
27
17
Almburg Rd
Lake Annie
Stalnaker Rd
Center St
Lake Annie
Section 26,
Township 28 South,
Range 27 East
Waverly Park
Tindel
1463

SECTION 26, TOWNSHIP 28 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: Scott C. Lowery
Parcel I.D. No.: 272826-000000-023020

COUNTY DEED

THIS DEED, made this 16th day of December, 2025, by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to **WOODLAND RANCH ESTATES 3, LLC,** a Florida limited liability company, whose address is, 4900 Dundee Road, Winter Haven, Florida 33884, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has Granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

The Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 26, Township 28 South, Range 27 East, Polk County, Florida LESS AND EXCEPT right-of-way for H.L. Smith Road as described in that certain Quit Claim Deed recorded in O.R. Book 13283, at Pages 2130 through 2133 and in that certain Maintained Right-of-Way Map recorded in Map Book 4, at Pages 182 through 190, both of the Public Records of Polk County, Florida.

N.B. The purpose of this County Deed is to release any interest the Grantor may have in the above-described property by virtue of a reservation for public highway purposes set forth in deeds recorded in O.R. Book 1902, at Pages 1407 and 1408; Deed Book 290, at Page 539; and in Deed Book 476, at Pages 115 and 116, all of the 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

By: _____
Deputy Clerk
(Seal)

GRANTOR:

Polk County, a political subdivision of the State of Florida

By: _____
Martha Santiago, Ed.D., Chair
Board of County Commissioners

Agenda Item R.29. 12/16/2025

SUBJECT

Accept Quit Claim Deed for additional right-of-way along Old Combee Road as requested through the Development Review Process. (No fiscal impact)

DESCRIPTION

As a result of proposed development adjacent to a County roadway, 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 PF Global Property Group (Dover) Inc., a Nevada corporation, for additional right-of-way along Old Combee Road, in conjunction with proposed commercial development. The subject right-of-way lies in Section 28, Township 27 South, Range 24 East.

RECOMMENDATION

Request Board accept the afore-mentioned Quit Claim Deed.

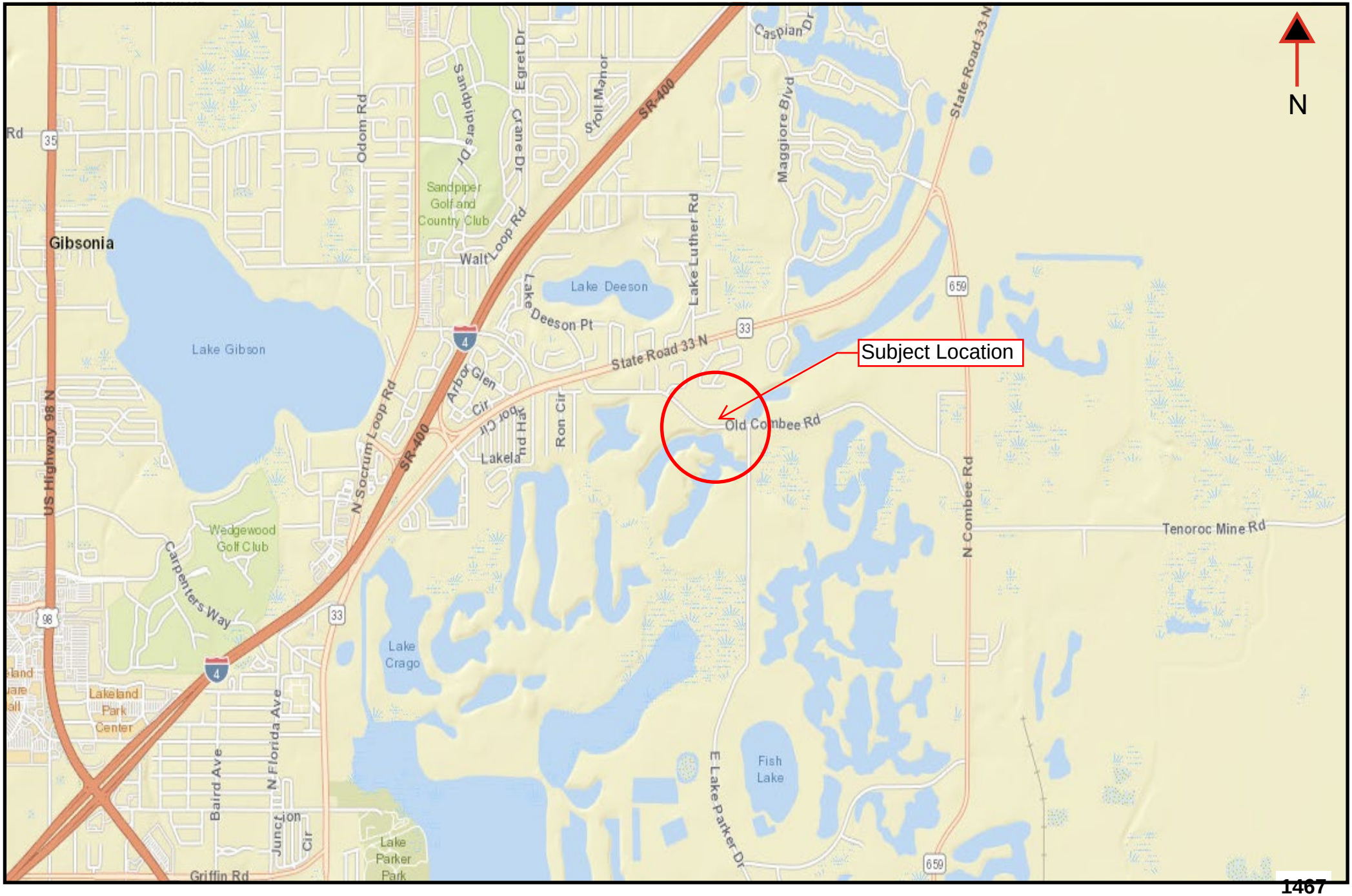
FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

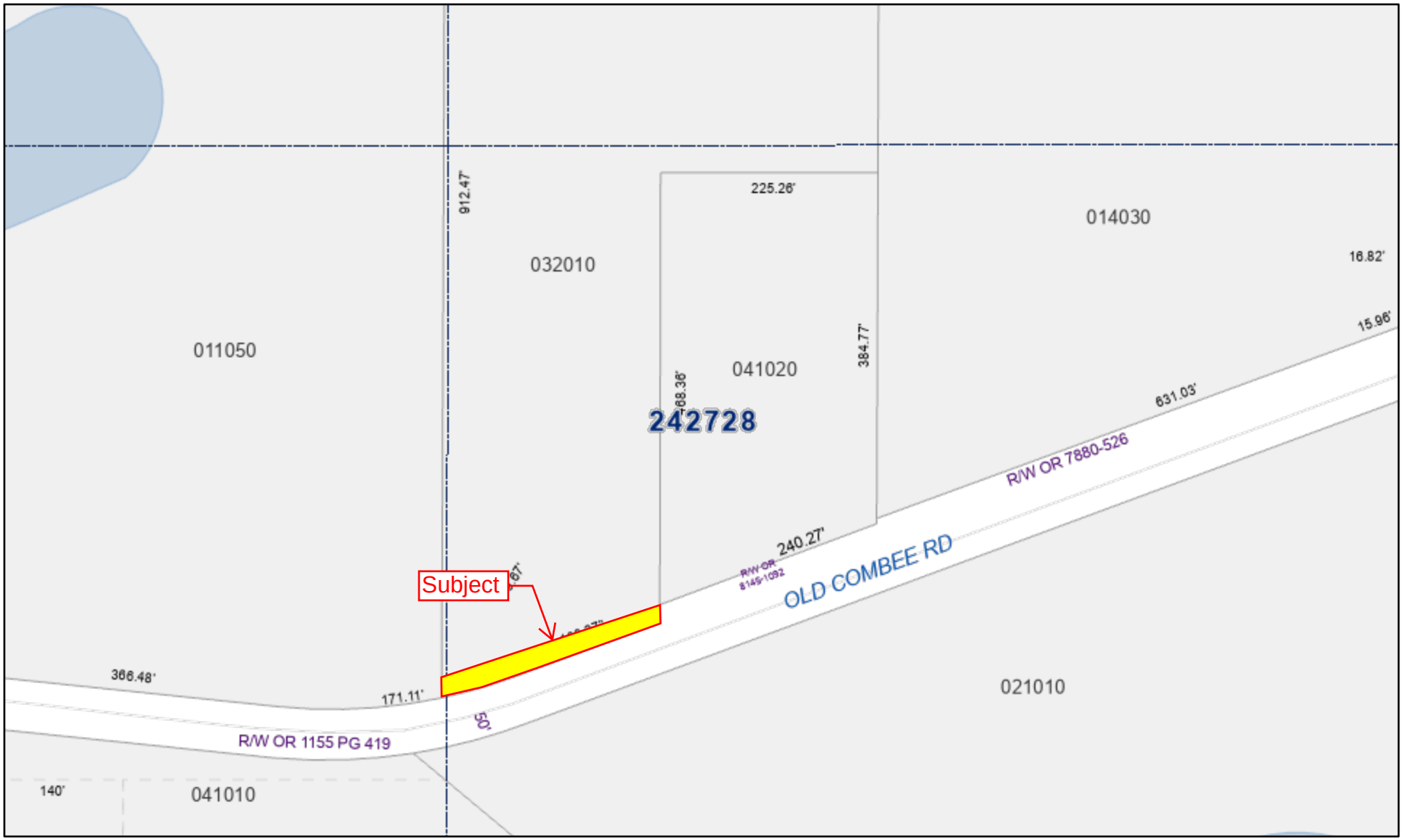
R. Wade Allen, Director
Real Estate Services
863-534-2577

Section 28, Township 27 South, Range 24 East



1467

Section 28, Township 27 South, Range 24 East



PLSS Townships
PLSS Sections
PLSS Boundaries
Roads
Waterbodies
Water lines
Lots
Parcels
<all other values>

0 75 150 300 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
December 1, 2025

N
W E

1468

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: Old Combee Rd R/W
LDROW-2025-25

Parent Parcel ID No.: 242728-000000-032010

QUIT CLAIM DEED

THIS INDENTURE, made this 18th day of November, 2025, between **PF GLOBAL PROPERTY GROUP (DOVER), INC.**, a Nevada corporation, whose address is 2901 Leisure Island Way, Knoxville, Tennessee 37914, 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)

Rachael Sigler
Witness #1
Rachael Sigler
Print Name
2901 Leisure Island Way Knoxville TN 37914
Address

Witness #2
CRYSTAL L. NORTH
Print Name
2901 LEISURE ISLAND WAY KNOXVILLE TN 37914
Address

PF GLOBAL PROPERTY GROUP (DOVER), INC., a Nevada corporation

By: _____
David Pain, President

STATE OF TN

COUNTY OF KNOX

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of Nov., 2025, by David Pain, as President of PF Global Property Group (Dover), Inc., a Nevada corporation, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

MICHELE L FERRELL
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF KNOX

Michele L Ferrell
Notary Public
Michele L. Ferrell
Printed Name of Notary
My Commission Expires:
July 06, 2026
Commission Number and Expiration Date

Exhibit "A"

DESCRIPTION:

A parcel of land located in Section 28, Township 27 South, Range 24 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 28, run thence along the South line of the North 1/2 of said Section 28, S.89°54'18"E., a distance of 1,320.95 feet; thence S.00°12'57"W., a distance of 554.56 feet to the **POINT OF BEGINNING**; thence 74.25 feet in a easterly direction along a non-tangent curve turning to the left, having a central angle of 07°58'57", with a radius of 532.92 feet, having a chord bearing of N.73°41'07"E. and a chord distance of 74.19 feet; thence N.69°41'38"E., a distance of 166.23 feet; thence S.00°03'11"W., a distance of 16.00 feet to a point on the Northerly right-of-way line of Old Combee Road; thence along said North right-of-way line, the following two (2) courses: 1) S.69°41'38"W., a distance of 160.67 feet; 2) 79.67 feet in a westerly direction along a tangent curve turning to the right, having a central angle of 08°19'52", with a radius of 547.92 feet, having a chord bearing of S.73°51'35"W. and a chord distance of 79.60 feet; thence N.00°12'57"E., a distance of 15.36 feet to the **POINT OF BEGINNING.**

Containing 3,606 square feet, or 0.083 acres, more or less.

BASIS OF BEARINGS:

Bearings shown hereon are based on the Northerly right-of-way line of Old Combee Road, having a Grid bearing of S.69°41'38"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the West Zone of Florida.

The Description hereon is not valid without the accompanying sketch shown on Sheet 2

Description Sketch
Not a survey

Survey History		
Date	**Description**	**By**
10/9/25	Date of Sketch	PM

Surveyor's Certificate

This sketch not valid without the original signature and seal of a Florida Professional Surveyor and Mapper, or a digital signature complying with 5J-17 Florida Statutes

Pierson Monetti 2025.11.17 13:20:28 -05'00'

Pierson A Monetti, LS 7227

Old Combee Road
Right-of-way Parcel

Description Sketch

Section 28
Township 27 South
Range 24 East
Polk County, FL

MRIC SPATIAL
701 S. Howard Avenue, Suite 106-320
Tampa, FL 33606
813-515-0821
MRICSpatial.com
Licensed Business #8325

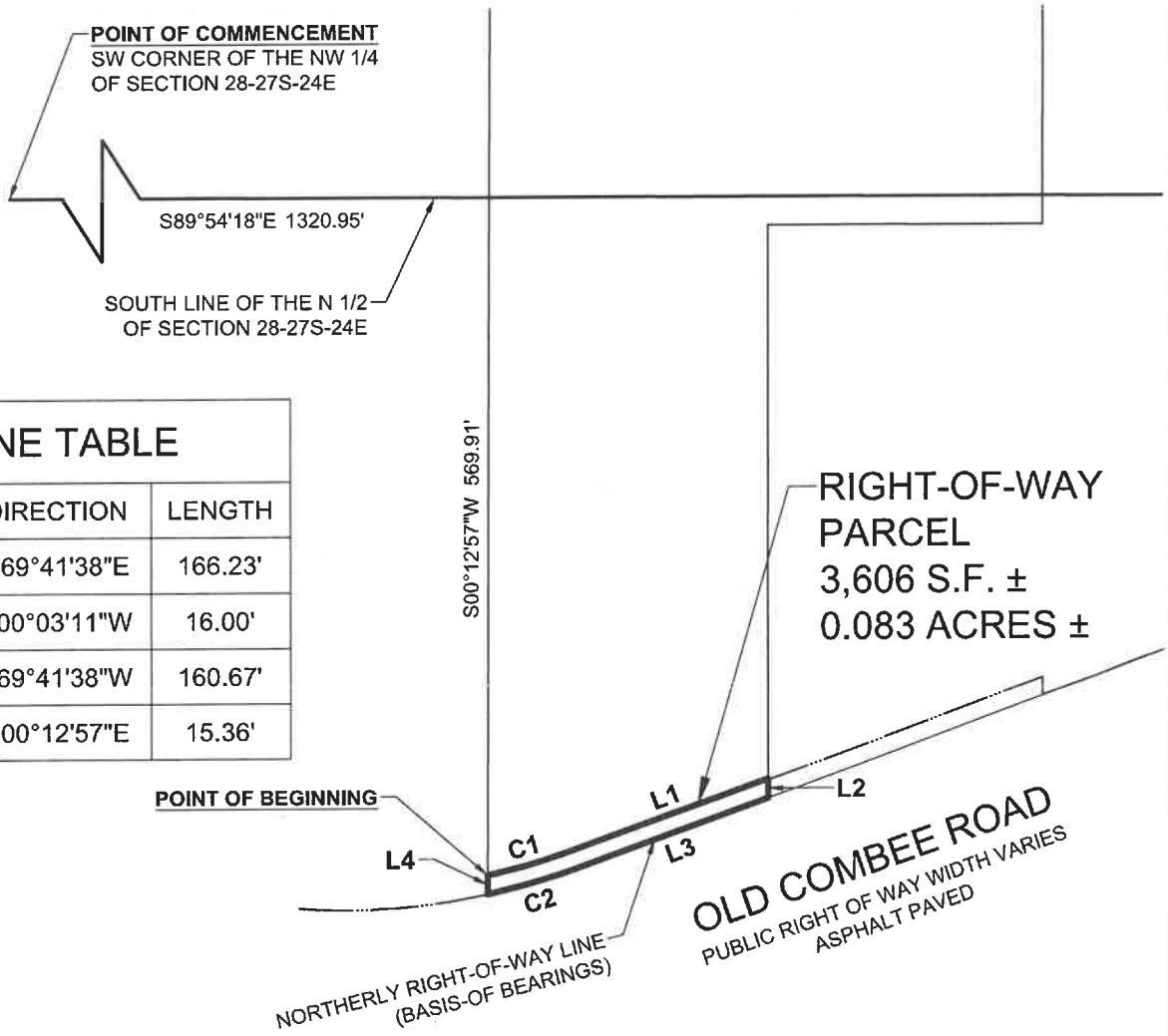
Project Number: 240165 | Sheet 1 of 2

Exhibit "A"

0 75' 150'

Scale: 1" = 150'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	74.25'	532.92'	007°58'57"	N73°41'07"E	74.19'
C2	79.67'	547.92'	008°19'52"	S73°51'35"W	79.60'



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N69°41'38"E	166.23'
L2	S00°03'11"W	16.00'
L3	S69°41'38"W	160.67'
L4	N00°12'57"E	15.36'

Not Valid without Sheets 1-2

Description Sketch
Not a survey

Survey History		
Date	**Description**	**By**

Surveyor's Certificate

See Sheet 1 for Surveyor's Certificate

Old Combee Road
Right-of-way Parcel
Description Sketch

Section 28
Township 27 South
Range 24 East
Polk County, FL

MRIC SPATIAL
701 S. Howard Avenue, Suite 106-320
Tampa, FL 33606
813-515-0821
MRICSpatial.com
Licensed Business #8325

Project Number: 240165 | Sheet 2 of 2

Polk County

Board of County Commissioners

Agenda Item R.30. 12/16/2025

SUBJECT

Approve Amendment No. 2 to Consultant Services Authorization (CSA) No. 22-087-02 with HDR Engineering Inc., (Consultant) to provide engineering services for the Country Club Road at Buckeye Loop Road Intersection Improvements Project ($23,180.00 one-time expense).

DESCRIPTION

On July 11, 2022, the County Manager approved CSA No. 17-052-07 with the Consultant at a not-to-exceed fee of $99,636.50 to perform an Alternatives Analysis for improvements to the intersection of Country Club Road at Buckeye Loop Road. The Alternatives Analysis is now complete.

On March 19, 2024, the Board approved CSA No. 22-087-02 with the Consultant at not-to-exceed fee of $378,645.01 to provide professional engineering services to perform roadway design, utility coordination, geotechnical investigation, subsurface utility engineering (SUE) and for construction plans for a new mast-arm traffic signal system on the Country Club Road at Buckeye Loop Road Intersection.

Om November 5, 2024, the Board approved Amendment No.1 to CSA No. 22-087-02 to allow the Consultant to provide additional geotechnical investigation services required for this project. Amendment No. 1 increased the contract amount by $2,013.63, bringing the total not-to-exceed fee to $380,658.64.

Amendment No.2 to CSA No. 22-087-02 is required to allow the Consultant to modify the design to eliminate permanent right-of-way acquisition and temporary construction easements for this project, as described in Attachment “A” of this Amendment. This will increase the contract amount by $23,180.00 and will bring the total not-to-exceed fee to $403,838.64.

RECOMMENDATION

Request Board approve Amendment No. 2 to CSA No. 22-087-02 with the Consultant, resulting in a new total not-to-exceed contract amount of $403,838.64 for the Country Club Road at Buckeye Loop Road Intersection Improvements Project.

FISCAL IMPACT

Funds are budgeted and available in the Transportation Trust Fund.

CONTACT INFORMATION

William G. Lorenzo, P.E
Project Management Section
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE)
Noah Milov ✓
Heather Bryan ___

FROM: William G. Lorenzo, P.E., 863-535-2286 (Name and Phone Number) DATE: 10/20/25

RETURN TO: William G. Lorenzo, P.E., (TRO2) DIVISION: Roads & Drainage

BOARD AGENDA DATE: 12/05/25 COUNTY MANAGER ITEM: ☐

PROJECT: Country Club Rd at Buckeye Loop Rd Intersection Improvements

CSA/CONTRACT NUMBER: 22-087-02

MODIFICATION NUMBER: 2 CHANGE ORDER NUMBER: N/A

TYPE OF AGREEMENT: Consultant Professional Services

NAME OF CONSULTANT/CONTRACTOR: HDR Engineering Inc.

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: CAO review/approval

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest conveninence. THANK YOU.

For CAO Use Only:

Assigned Staff: Noah Log-In Date: 11/6/25

CAO Project Number: 25-725 Log-Out Date: 11/14/25

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under $50,000 & construction is under $250,000 (procedure)
CSA: If Construction is under $4,000,000;
OR for study activity if consultant fee is under $500,000- FS 287.055(CCNA))

CPO/CSA #: 22-087-02 Amendment #2 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 10/20/2025 Division: Roads & Drainage Division

Project Manager's Name: William Lorenzo, PE Phone #: 863-535-2286

Project Name: Country Club Road at Buckeye Loop Road Intersection Improvements

Total Project Budget: $ 4,085,475 Project # 5400195

Estimate of Construction Cost: $ 3,662,728

Proposed Consultant: HDR Engineering, Inc. Fee: $ 403,838.64 - total
Amendment #2 - $23,180

Master Consultant Agreement # 22-087

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: _____ Date 10/21/25
Division Director/Designee

Procurement Division

Date Received: 11/6/25 Date Reviewed by Analyst: 11/6/25

Approved by: _____
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: 11/6/25 Date Reviewed: 11/14/25

Approved by: _____
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than $100,000)

Date Received: _____ Date Reviewed: 11/18/25

Approved by: _____
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).

Revised: 8/25/20(MS)

Consultant Services Authorization - Modification

Firm	HDR Engineering Inc.
Master Agreement No.	22-087
CSA No. Modification No.	22-087-02 2
Project Name	Country Club Rd at Buckeye Loop Rd Intersection Improvements
Project Description	Design a new mast arm traffic signal system to control the intersection
Project Exhibits and Attachments (Ex. B, C & D not required)	Exhibit "A" – Scope of Services
Duration : (Original): Additional days:	Through completion of all related work.
Compensation (Original) Additional Compensation:	Total Cost Not to Exceed: $ 380,658.64 Total Cost Not to Exceed: $ 23,180.00
Special Contract Conditions	None in Modification
Insurance Requirements	Same requirement as original
Liquidated Damages	Same as original
Budget Source/Availability	10104.540541095.5666000.5400195

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this _____ day of _____, 20_____.

Attest:
STACY M. BUTTERFIELD

By: _____
Deputy Clerk

Date Approved by Board: _____

POLK COUNTY, a Political Subdivision of the State of Florida

By: _____
Chairperson
Board of County Commissioners

Review as to form and legal sufficiency
_____ 11/14/25
County Attorney's Office Date

Attest:
Asst Corporate Secretary
SEAL

Date: 10/07/2025

HDR Engineering Inc.
CONSULTANT COMPANY NAME

Authorized Corporate Officer

George W. McGregor
[Printed Name and Title]

Date: Oct 07, 2025

Exhibit "A"
Scope of Services for
Country Club Rd. @ Buckeye Loop Rd. Intersection Improvements - Design & Plans
General Engineering Consulting Services for Transportation Engineering Contract
(Master Consulting Agreement #2022-087)
CSA #22-087-02
Modification #2

PROJECT UNDERSTANDING / BACKGROUND

Polk County (COUNTY) requested that HDR Engineering, Inc. (CONSULTANT) provide additional engineering services to the previous agreement CSA#22-087-02, for modifying the Build Alternative 1-A to eliminate permanent right-of-way acquisition and temporary construction easements. This document will act as a scope of services with an attached proposed maximum not-to-exceed fee (see Exhibit A-1) for this contract assigned under the authority of our Master Consulting Agreement with Polk County, Contract No. 2022-087.

HDR Engineering, Inc. assumes no fiduciary relationship under this scope of services and shall not be held responsible for any duties typically associated with a fiduciary relationship.

PROJECT SCOPE

Replace Section I, in the original CSA #22-087-02, with the following:

I. PURPOSE & BACKGROUND

The purpose of this Exhibit is to define the responsibilities of the **CONSULTANT** and the **COUNTY** in connection with the design and preparation of construction plans and specifications for the intersection of Country Club Rd. @ Buckeye Loop Rd. in Polk County, Florida.

Country Club Rd. and Buckeye Loop Rd. are collector roadways with posted speeds of 45 mph and 35 mph, respectively. Advisory speed signs (30 mph) with flashing beacons are located south and west of the horizontal curve on Buckeye Loop Rd. The intersection is currently stop controlled at Country Club Rd. as indicated in the aerial image below.

An intersection Alternative Analysis Report was prepared in Phase I and two intersection alternatives were initially evaluated: Alternative 1 – traffic signal with turn lanes and Alternative 2 single-lane roundabout. During the Alternative Evaluation discussion, a third interim improvement option Alternative 1-A was subsequently incorporated into analysis by removing the pedestrian features to minimize right-of-way impacts. Build Alternative 1-A was selected for the final design. Right-of- way or easement acquisition is anticipated to accommodate the proposed improvements. As part of this agreement Build Alternative 1-A will be modified by re-aligning Country Club Road to eliminate additional right-of-way and temporary easement requirements.

The **COUNTY** has requested that the **CONSULTANT** provide final design services, construction plans and specifications development support to incorporate the intersection improvements as defined under the PROJECT DESCRIPTION. County Push Button Construction Contracting is anticipated, therefore, the plans and specifications will be condensed and utilize the pay item information specified in the applicable County Push Button Contract(s) to the extent practical.

The roadway, signing & pavement marking, and signal design shall be based on the 2018 Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka "Florida Greenbook"), FY 2023-24 FDOT Design Standards for Construction and Maintenance Operations on the State Highway System, 2009 FHWA Manual on Uniform Traffic Control Devices and the Polk County Technical Standards Manual (revised 10/2009).

Amend Section IV, from the original CSA #22-087-02, with the following:

E. Payment for Professional Services

The Modification #2 proposed maximum not-to-exceed fee for the supplemental professional engineering services $23,180.00 and is located in Exhibit A-1.

End of Scope of Services

EXHIBIT B

RFP No. 22-242: Professional Engineering Services for Roads and Drainage HDR Engineering, Inc. Exhibit B

Classification	Range of Direct Labor Rates		Range of Hourly Billing Rates	
	From	To	From	To
Project Manager	$86	$99	$272	$313
Chief Engineer	$99	$114	$313	$361
Senior Engineer	$77	$89	$244	$282
Project Engineer	$61	$71	$193	$225
Engineer	$44	$51	$140	$162
Chief Designer	$68	$79	$215	$250
Senior Designer	$49	$57	$155	$181
CADD Technician	$33	$38	$105	$121
Engineering Intern	$36	$42	$114	$133
Chief Planner	$98	$113	$310	$357
Senior Planner	$62	$72	$196	$228
Planner	$38	$44	$121	$140
Chief Scientist	$62	$72	$196	$228
Environmental Specialist	$33	$38	$105	$121
GIS Analyst	$54	$63	$171	$200
Utility Coordinator	$39	$45	$124	$143
Administrative Assistant	$32	$37	$102	$117

HDR Labor Multiplier Calculation

Direct Labor	1.0000
Overhead (less FCCM and Direct Expenses)	1.5488
SUBTOTAL	**2.5488**
Operating Margin (22%)	0.5607
Direct Expenses	0.0496
TOTAL MULTIPLIER	**3.1591**

Estimator: Brian Zimmerman

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Country Club Rd. @ Buckeye Loop Rd. Intersection Improvements – Design (CSA 22-242-02)
County: Polk
Agreement: MSA 2022-087 Brian Zimmerman Brian Zimmerman
N/A

Consultant Name: HDR Engineering, Inc.
Date: 9/9/2025
Estimator: Brian Zimmmerman

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Senior Engineer	Project Engineer	Engineer	Engineer Intern	Chief Scientist	Senior Designer	CADD Technician	Admin. Assistant				SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$272.00	$244.00	$193.00	$140.00	$114.00	$196.00	$155.00	$105.00	$102.00						
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	106	37	11	0	58	0	0	0	0	0	0	0	0	106	$20,868	$196.87
5. Roadway Plans	12	4	1	0	7	0	0	0	0	0	0	0	0	12	$2,312	$192.67
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Post Design Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	118	41	12	0	65	0	0	0	0	0	0	0	0	118		
Total Staff Cost		$11,152.00	$2,928.00	$0.00	$9,100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$23,180.00	$196.44

Check = $23,180.00

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:				$23,180.00
OVERHEAD:	0%			$0.00
OPERATING MARGIN:	0%			$0.00
FCCM (Facilities Capital Cost Money):	0.00%			$0.00
EXPENSES:				$0.00
Survey (Field - if by Prime)	0	4-man crew days	$ - / day	$0.00
SUBTOTAL ESTIMATED FEE:				**$23,180.00**
Subconsultant: Tierra (Geotech)				$0.00
Subconsultant: McKim&Creed (SUE)				$0.00
SUBTOTAL ESTIMATED FEE:				**$0.00**
GRAND TOTAL ESTIMATED FEE:				**$23,180.00**

1482

Agenda Item R.31. 12/16/2025

SUBJECT

Approve Road Closure Request (Minute Maid Ramp Road 2) in Accordance with the Ordinance No. 2025-020

DESCRIPTION

In accordance with Ordinance No. 2025-020 regarding Road Closure Requests, the staff has reviewed the application and finds that it meets the required criteria and is bringing the following list of road closures for the Board to approve:

1. Minute Maid Ramp Road 2 - 39 day road closure for Road re-construction with a crown shift

RECOMMENDATION

Approve Road Closure Request.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Jay M. Jarvis, P.E., Director
Roads & Drainage Division
(863) 535-2200

Jay M. Jarvis, P.E.
Director

3000 Sheffield Road
Winter Haven, FL 33880

POLK COUNTY

Board of County Commissioners

PHONE: 863-535-2200
FAX: 863-534-7339
www.polk-county.net

ROADS & DRAINAGE DIVISION

Road Closure Request Form

DATE OF REQUEST: 10/03/2025 PROJECT OWNER: TUCKER PAVING, INC.
AGENCY/COMPANY/UTILITY

PROJECT NAME: PUBLIX DAVENPORT

PROJECT LOCATION: MINUTE MAID RAMP RD TWO (Roadway Name) DAVENPORT (City/Town)

SCOPE OF WORK: ROAD RECONSTRUCTION/WIDENING

REASON FOR CLOSURE: PIPE CROSSING/CROWN SHIFT

CLOSURE START DATE: 01/05/2026 (MONTH/DAY/YEAR) START TIME: 7:00AM (HR:MIN AM/PM) END TIME: 4:00 PM (HR:MIN AM/PM)

CLOSURE DURATION: 39 DAYS (39 DAYS- 2/13/26) PROJECT DURATION: 39 DAYS

ROAD CLASSIFICATION: ☐ COLLECTOR ROAD ☐ LOCAL RESIDENTIAL

OFFICE CONTACT: SCOTT ELSWICK (Name) 863-514-4912 (Office Phone) TUCKER PAVING, INC. (Agency or Company)

JOBSITE CONTACT: JUDD MOBLEY (Name) 863-224-2021 (Mobile Phone) TUCKER PAVING, INC. (Agency or Company)

PROJECT TYPE: (CHECK ONE) ☐ LAND DEVELOPMENT DIVISION ☐ ROADS & DRAINAGE DIVISION ☐ OTHER

PERMIT # LDNON-2023-215 ROW-USE PERMIT #

NOTES:

1. In accordance with **County Ordinance 2025-020**, road closure approvals must be **specific and justifiable** and are only granted upon the following conditions: (a) all other possible alternatives have been explored and found to be impossible or impractical; (b) the road closure enhances public safety; (c) the road closure is necessary to mitigate hazardous working conditions; and (d) the road closure is not merely for the convenience of the applicant, contractor, or requesting party.
2. **Road closure requests exceeding five (5) days for roads that are classified as "collector roads," requests exceeding thirty (30) days for roads that are classified as "local residential," and all requests for extensions require Board approval.**
3. **Road closures exceeding fourteen (14) days require a "Road Closure Agreement" to be executed and returned at least three (3) days prior to scheduled closure start date. Call 863-535-2200 for details.**
4. Request for closure **form must be submitted** to TE_RoadClosureCoordinator@polk-county.net at least **ten (10) working days prior to closure start date for requests that do not exceed five (5) days and at least forty-five (45) working days prior to closure date for requests that exceed five (5) days.**
5. Submit form with an aerial location map depicting work zone location with northing arrow and major roads labeled.
6. Submit form with a traffic control plan to include:
   ☐ Detour Route ☐ Location of Signs & Devices ☐ Required Message Boards w/Text of Message

7. Location map and traffic control plan must be computer-generated and cannot be hand-sketched.
8. Requests for extension must be submitted with the originally approved request form.
9. Polk County will notify first-responder agencies and other appropriate organizations.
10. If approved, the applicant must display signage announcing the road closure for at least five (5) days prior to the date of the road closure in a conspicuous location in both directions of travel.
11. See County Ordinance 2025-20 for compliance, enforcement, and penalties.

Reviewed by:

Doug Gable 11/17/25

Douglas Gable, P.E. Date
Engineering Manager- Interim

Amy Gregory 10/7/25

Amy J. Gregory, P.E. Date
Traffic Manager

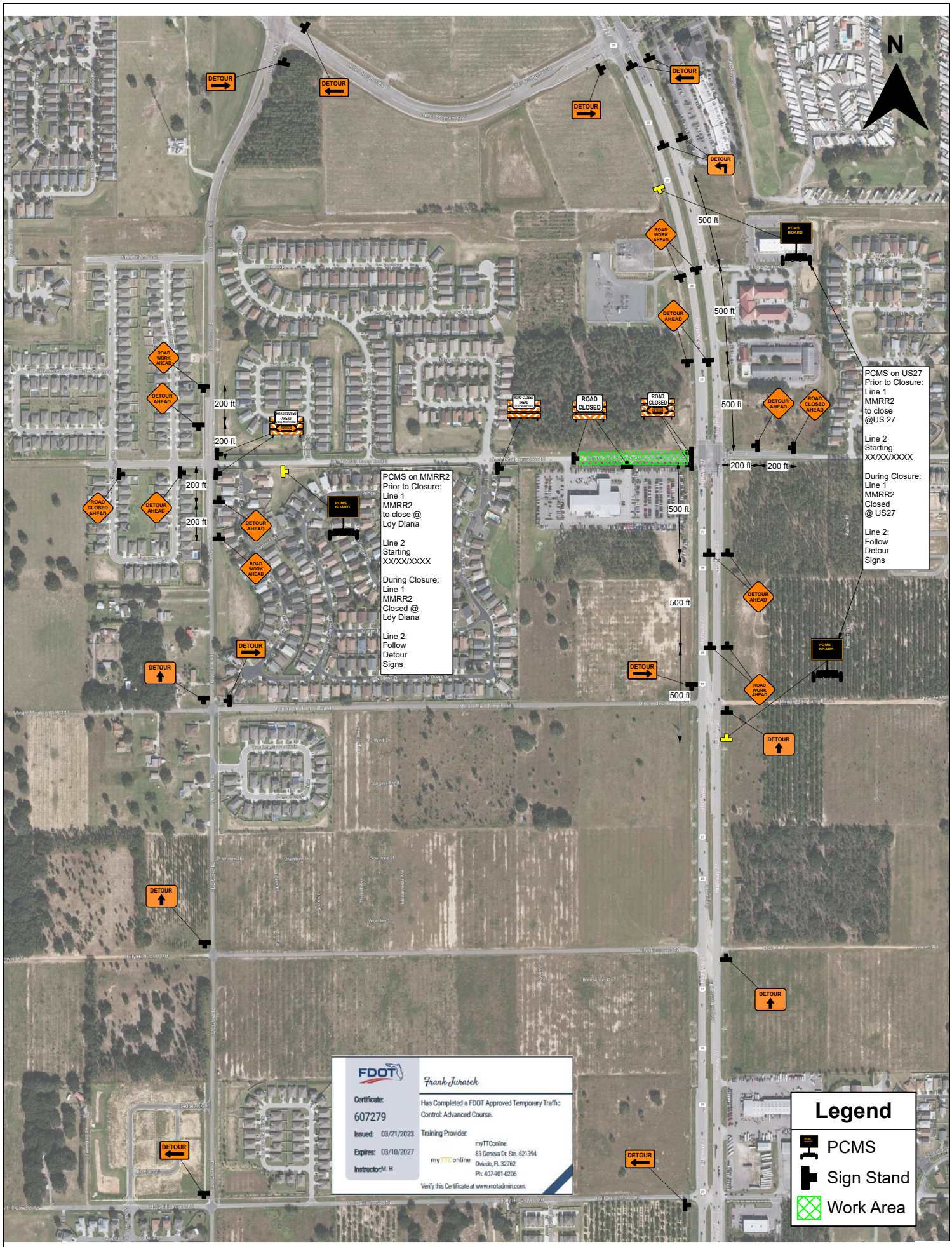
Approved by:

_____ _____

Jay M. Jarvis, P.E. Date
Division Director

_____ _____

John Bohde Date
Deputy County Manager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Line 2
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During Closure:
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Line 2:
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PCMS on US27
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Line 1
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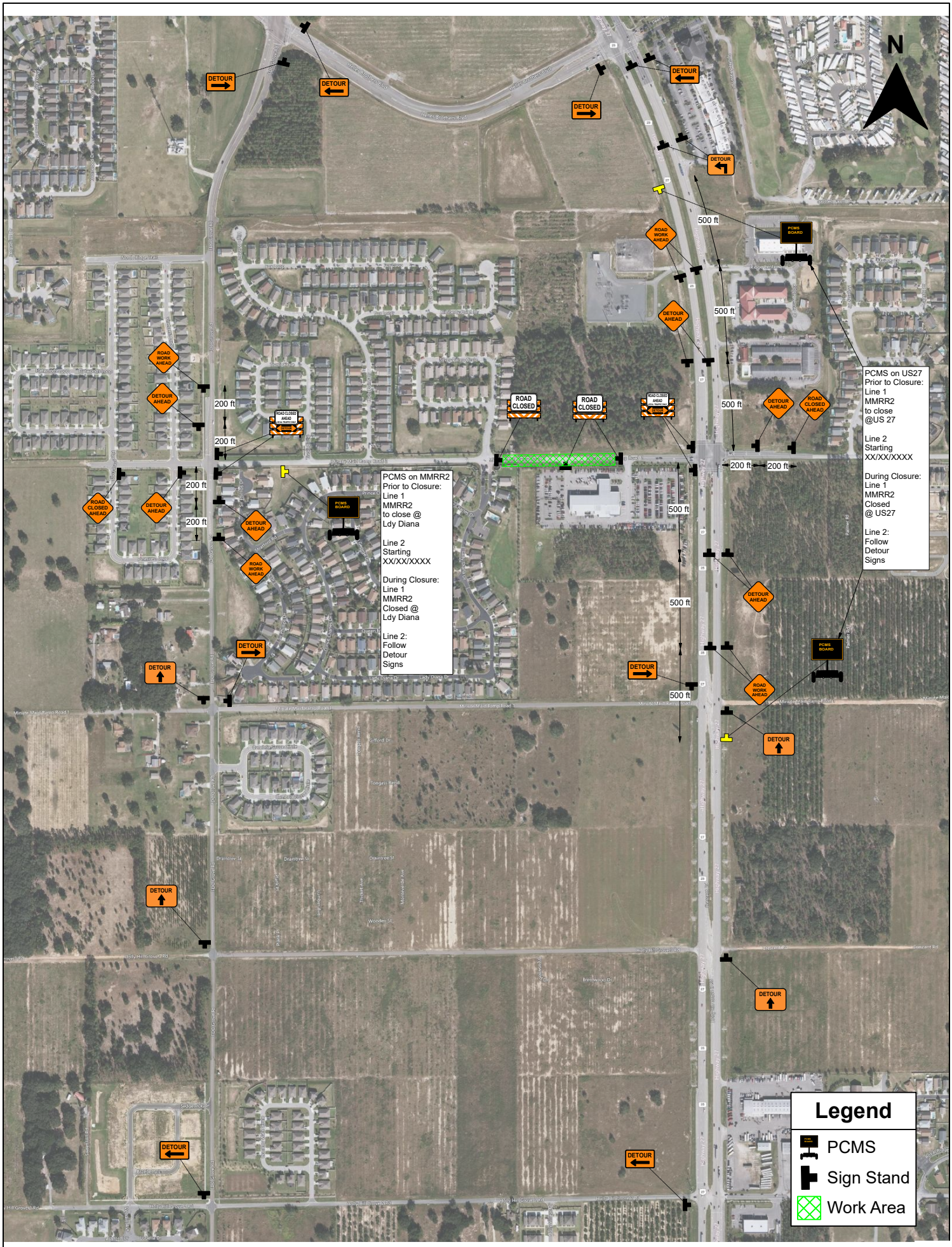
to close
@US 27
Line 2
Starting
XX/XX/XXXX
During Closure:
Line 1
MMRR2
Closed
@ US27
Line 2:
Follow
Detour
Signs
FDOT
Frank Jurasek
Certificate:
607279
Issued: 03/21/2023
Expires: 03/10/2027
Instructor: M. H
Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Training Provider:
myTTConline
83 Geneva Dr. Ste. 621394
Oviedo, FL 32762
Ph: 407-901-0206
Verify this Certificate at www.motadmin.com.
Legend
PCMS
Sign Stand
Work Area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Prior to Closure:
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Prior to Closure:
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During Closure:
Line 1
MMRR2
Closed
@ US27
Line 2:
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Signs
Legend
PCMS
Sign Stand
Work Area

Agenda Item R.32. 12/16/2025

SUBJECT

Approval of Standard Grant Agreement QG033 in the amount of $6,750,000 with the State of Florida Department of Environmental Protection (FDEP) for the Northeast Regional Wastewater Treatment Facility (NERWWTF) Expansion from 6.0 to 9.0 million gallons per day (MGD) Project ($6,750,000 one-time grant revenue)

DESCRIPTION

On December 5, 2023, the County entered into agreement 2023-074, with Wharton-Smith, Inc., to provide pre-construction CMAR services for the Northeast Regional Wastewater Treatment Facility (NERWWTF) expansion from 6 to 9 MGD project. This expansion is projected to meet wastewater demands of the Northeast Regional Utility Service Area (NERUSA) and address treatment improvements to meet the goals of the Ocklawaha and Lake Okeechobee Basin Management Action Plans (BMAPs).

This Agreement provides for reimbursement of up to $6,750,000 of the construction costs of the proposed NERWWTF expansion. The project includes improvements to the side stream pump station, deep bed filters, chlorine contact tank, rapid mix chamber, chemical storage and feed building, electrical and instrumentation improvements, and dewatering system.

RECOMMENDATION

Request Board approve Standard Grant Agreement QG033 in the amount of $6,750,000 with the State of Florida Department of Environmental Protection (FDEP) for the Northeast Regional Wastewater Treatment Facility (NERWWTF) Expansion from 6.0 to 9.0 million gallons per day (MGD) Project.

FISCAL IMPACT

Project is fully funded in the Utilities Capital Improvement Projects Program Budget (No Fiscal Impact). Scheduled expenditures will be reimbursed by FDEP($6,750,000 one-time grant revenue).

CONTACT INFORMATION

James Tully, PE, PG
Capital Improvement Program Manager

863-344-1848
jamestully@polk-county.net <mailto:jamestully@polk-county.net>

COPY

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Northeast Regional Wastewater Treatment Facility Expansion and Upgrade Project**

Agreement Number: **QG033**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Polk County**

Entity Type: **Local Government**

Grantee Address: **PO Box 9005 Bartow, Florida 33831**

FEID: **59-6000809**

(Grantee)

3. Agreement Begin Date: **July 1, 2024**

Date of Expiration: **February 28, 2029**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (28.2235, -81.6545)**

Project Description: **The Grantee will expand and upgrade all treatment processes at the Northeast Regional Wastewater Treatment Facility (NERWWTF) to 9.0 million gallons per day (MGD) annual average daily flow (AADF).**

5. Total Amount of Funding: **$ 6,750,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐ Federal	**WQIG, GAA LI 1741, FY 24-25, WPSPTF**	$ **6,750,000.00**
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **6,750,000.00**

6. Department's Grant Manager

Name: **Crystal Crowell** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-2930**

Email: **Crystal.Crowell@FloridaDEP.gov**

Grantee's Grant Manager

Name: **James Tully** or successor

Address: **Polk County Board of County Commissioners**
1011 Jim Keene Blvd.
Winter Haven, FL 33880

Phone: **863-298-4238**

Email: **jamestully@polk-county.net**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ■ Attachment 2: Special Terms and Conditions
- ■ Attachment 3: Grant Work Plan
- ■ Attachment 4: Public Records Requirements
- ■ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ■ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ■ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ■N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Polk County **GRANTEE**

Grantee Name

By _____

(Authorized Signature) Date Signed

Rick Wilson, Chair of the Board of County Commissioners

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

Crystal Crowell, DEP Grant Manager

Kayla Brunson, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten 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) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. 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, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department 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. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in 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 it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) 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/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. QG033

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Northeast Regional Wastewater Treatment Facility Expansion and Upgrade Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Northeast Regional Wastewater Treatment Facility Expansion and Upgrade Project

PROJECT LOCATION: The Project will be located in the area of Four Corners, Florida within Polk County; Lat/Long (28.2235, -81.6545). See Figure 1 for a site plan.

PROJECT BACKGROUND: Polk County (Grantee) plans to upgrade and expand the Northeast Regional Wastewater Treatment Facility (NERWWTF) that serves one of the fastest growing areas in Florida at the interchange of Interstate 4 and US 27. The NERWWTF is located within the Upper Ocklawaha River Basin, with an associated public-access reuse system as the main source of effluent disposal with sites and customers located within the Lake Okeechobee watershed. To meet the growing demand for wastewater and reuse services in the area, NERWWTF will be required to expand and improve nearly all treatment processes from 6.0 million gallons per day (MGD) to 9.0 MGD annual average daily flow (AADF) design capacity and improve effluent quality to meet advanced wastewater treatment (AWT) standards. Currently, the NERWWTF is nearing its 6.0 MGD capacity and this expansion is projected to meet wastewater demands of the service area and address treatment improvements to meet the goals of the Ocklawaha and Lake Okeechobee Basin Management Action Plans (BMAPs).

PROJECT DESCRIPTION: The Grantee will expand and upgrade all treatment processes at the NERWWTF to 9.0 MGD AADF. The project includes improvements to the sidestream pump station, deep bed filters, chlorine contact tank, rapid mix chamber, chemical storage and feed building, electrical and instrumentation improvements and dewatering system.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: $6,750,000.00 from Polk County. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct the expansion and upgrades to the wastewater treatment facility in accordance with the final design.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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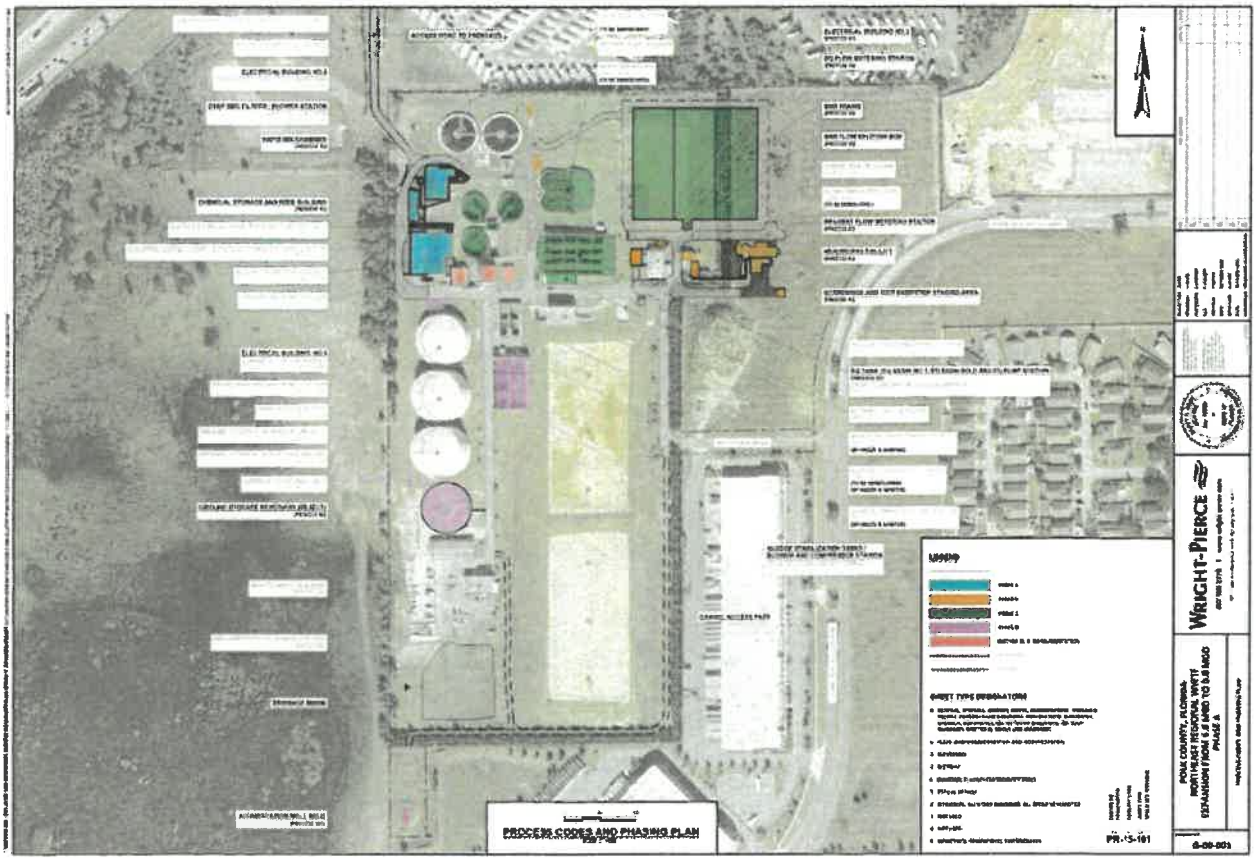
PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$6,750,000	07/01/2024	08/31/2028
		Total:	$6,750,000		

Figure 1. Site Plan:



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department 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/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 the Department of Environmental Protection. 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 Part 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 $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), 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 the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection 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 the Department of Environmental Protection, 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. In connection with 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), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that 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, Florida Statutes, the cost of the audit must be paid from the non-state 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).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 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 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects – LI 1741	$6,750,000	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$6,750,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

COF

Project Checklist

- Project Name: Northeast Regional Wastewater Treatment Facility (NERWWTF) Expansion from 6.0 to 9.0 million gallons per day (MGD) Project
- Project Location: Northeast Regional Utility Service Area
- Source of Funds: Funding is available in 42434.680536150.5666000.6822015 (NERWWTF Expansion 6 to 9 MGD); Reimbursement check(s) will be deposited into 42011.680536150.3699006.0000000
- Project Cost Summary: $6,750,000 one-time grant revenue via FDEP
- Certifications: This request has been reviewed by:

James Tully, PE, PG
Capital Improvement Program Manager

Charles Richards, CPA
Customer Service/Finance Manager

Tamara Richardson, PE
Utilities Division Director

December 16, 2025 Board of County Commissioners Regular Meeting
Agenda Item #

COPY

SUBJECT

Approval of Standard Grant Agreement QG033 in the amount of $6,750,000 with the State of Florida Department of Environmental Protection (FDEP) for the Northeast Regional Wastewater Treatment Facility (NERWWTF) Expansion from 6.0 to 9.0 million gallons per day (MGD) Project ($6,750,000 one-time grant revenue).

DESCRIPTION

On December 5, 2023, the County entered into agreement 2023-074, with Wharton-Smith, Inc., to provide pre-construction CMAR services for the Northeast Regional Wastewater Treatment Facility (NERWWTF) expansion from 6 to 9 MGD project. This expansion is projected to meet wastewater demands of the Northeast Regional Utility Service Area (NERUSA) and address treatment improvements to meet the goals of the Ocklawaha and Lake Okeechobee Basin Management Action Plans (BMAPs).

This Agreement provides for reimbursement of up to $6,750,000 of the construction costs of the proposed NERWWTF expansion. The project includes improvements to the side stream pump station, deep bed filters, chlorine contact tank, rapid mix chamber, chemical storage and feed building, electrical and instrumentation improvements, and dewatering system.

RECOMMENDATION

Request Board approve Standard Grant Agreement QG033 in the amount of $6,750,000 with the State of Florida Department of Environmental Protection (FDEP) for the Northeast Regional Wastewater Treatment Facility (NERWWTF) Expansion from 6.0 to 9.0 million gallons per day (MGD) Project.

FISCAL IMPACT

Project is fully funded in the Utilities Capital Improvement Projects Program Budget. Scheduled expenditures will be reimbursed by FDEP($6,750,000 one-time grant revenue).

CONTACT INFORMATION

James Tully, PE, PG
Capital Improvement Program Manager
863-344-1848
jamestully@polk-county.net

Agenda Item R.33. 12/16/2025

SUBJECT

Approve Consultant Services Authorization (CSA) 2024-014-03, with Jones Edmunds & Associates, Inc. for the Sun Ray Wastewater Treatment Facility Advanced Wastewater Treatment Upgrades and Improvements Evaluation project. ($127,234.00 not-to-exceed, one-time expense).

DESCRIPTION

The Utilities Division operates the Sun Ray Wastewater Treatment Facility (WWTF) in the County's Southeast Regional Utility Service Area. The Sun Ray WWTF is regulated under the Lake Okeechobee Basin Management Action Plan (BMAP), which mandates compliance with stringent nutrient discharge limits. The BMAP was updated in June 2025 and now requires wastewater treatment facilities within the BMAP to upgrade to advanced wastewater treatment to meet new nutrient effluent limits. The County is required to comply with these requirements by 2030. This project is for the evaluation of conceptual-level alternatives for upgrading the Sun Ray WWTF to meet the aforementioned BMAP requirements and improve the facility's treatment efficiency and operational reliability. The County has requested the consultant to provide these services.

RECOMMENDATION

Request Board approve Consultant Services Authorization 2024-014-03, with Jones Edmunds & Associates, Inc. for the Sun Ray Wastewater Treatment Facility Advanced Wastewater Treatment Upgrades and Improvements Evaluation project at a not-to-exceed cost $127,234.00.

FISCAL IMPACT

Operating funds in the amount of $127,234.00 are budgeted and available in the Utilities Capital Improvement Program.

CONTACT INFORMATION

Hunter Johnson
Capital Projects Manager
863) 344-9959
hunterjohnson@polk-county.net <mailto:hunterjohnson@polk-county.net>

Consultant Services Authorization

Firm	Jones Edmunds & Associates, Inc.
Master Agreement No.	2024-014
CSA No.	2024-014-03
Project Name	Sun Ray Wastewater Treatment Facility (WWTF) Advanced Wastewater Treatment (AWT) Upgrades and Improvements Evaluation
Project Description	Consultant will provide professional services including project management, conduct review meetings, evaluate alternatives, prepare final report, and provide regulatory coordination with Florida Department of Environmental Protection.
Projects Exhibits and Attachments	Exhibit "A"- Scope of Services Exhibit "B"-Fee Schedule (Master Agreement) Exhibit "C"-Reimbursable Cost Schedule (if applicable) Exhibit "D"-Insurance Documents
Duration (in days)	This authorization shall be in full force and effect until the Consultant completes all services as identified in Exhibit "A".
Compensation	$ 127,234.00
Special Contract Conditions	NA
Insurance Requirements	Professional Liability
Liquidated Damages	$ 0.00 Per Day
Budget Source/Availability	42011.680536150.5662020.6897998 (Utilities Miscellaneous Services)

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this __ day of _____, 20__ .

Attest:
STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Date Approved by Board:_____

POLK COUNTY, a Political subdivision of the State of Florida

By:_____
Chairman
Board of County Commissioners

Review as to form and legal sufficiency

_____
County Attorney's Office Date

Attest:

Brett A. Cunningham, PE ENV SP
Corporate Secretary

SEAL

JONES EDMUNDS & ASSOCIATES, INC. CORPORATE SEAL 1974 FLORIDA

Date: October 16, 2025

_____
CONSULTANT COMPANY NAME

_____
Authorized Corporate Officer

Stanley F. Ferreira, Jr. - PE President & CEO
[Printed Name and Title]

Date: October 16, 2025

024510
95344-193-25

AHolmes ARH
JHannah JTH

Rev: 8/18/15

Exhibit A
Consultant Services Authorization
2024-014-03
Sun Ray WWTF AWT Upgrades and Improvements Evaluation

Jones Edmunds, (Consultant) entered into a Master Consulting Agreement (Agreement) with Polk County, Florida (County) on January 9, 2024. Pursuant to this Agreement, the County has requested that the Consultant provide certain professional services in support of Sun Ray Wastewater Treatment Facility (WWTF) Advanced Wastewater Treatment (AWT) Upgrades and Improvements (Project) as further detailed in this Consultant Services Authorization.

A. Project Background and Description

The County operates the Sun Ray WWTF at 915 Central Avenue Frostproof, Florida 33843. The facility is a Type I, two-stage, extended aeration domestic plant with a permitted capacity of 1.0 million gallons per day (MGD) annual average daily flow (AADF). After disinfection, effluent is sent for disposal to rapid infiltration basins (RIBs) on and off site. The WWTF recently went through a permit renewal process that included a Capacity Analysis Report (CAR), Operation and Maintenance Performance Report (O&MPR) with a condition assessment, and Reclaimed Water/Effluent Analysis Report.

Originally constructed in 1997, the plant underwent an upgrade in 2012 to accommodate increased loadings from the South County Jail, which remains the primary contributor to the facility's flow. The improvements enhanced the plant's infrastructure, including a new influent pump station, package ring plant, effluent pumps, RIB spray field, and supporting utilities. More recently, the County has initiated plans to relocate dewatering screw presses from the Northeast WWTF (NEWWTF) to this facility. The County-requested evaluation is needed to ensure long-term compliance with the Lake Okeechobee Basin Management Action Plan (BMAP) requirements and to identify cost-effective strategies for future upgrades and improvements.

The Sun Ray WWTF is regulated under the Lake Okeechobee Basin Management Action Plan (BMAP), which mandates stringent nutrient discharge limits—specifically, effluent concentrations less than 3.0 mg/L for Total Nitrogen and less than 1.0 mg/L for Total Phosphorus. The County is required to be in compliance by 2030. In addition to meeting these regulatory requirements, The County seeks to improve the facility's treatment efficiency and operational reliability.

The purpose of this project is to support the County in evaluating conceptual-level alternatives for upgrading the Sun Ray WWTF to meet Lake Okeechobee BMAP nutrient limits and to improve the facility's overall treatment performance and reliability. The Consultant will deliver a comprehensive report outlining feasible alternatives, associated planning-level costs, and implementation considerations. The Consultant will also support the County's engagement with the Florida Department of Environmental Protection (FDEP).

The primary objectives of this project are to:

- Evaluate Compliance and Treatment Alternatives
  Conduct a conceptual-level assessment of treatment technologies to support the County's compliance with the Lake Okeechobee BMAP nutrient limits and develop three WWTF upgrade alternatives. The County's stated preference is to maximize the use of biological processes to achieve BMAP compliance.

- Assess Treatment Efficiency and Reliability
  Identify opportunities to enhance the facility's operational performance and long-term reliability to achieve its current permitted capacity through process optimization and infrastructure improvements, including hydraulic improvements, flow equalization, primary treatment upgrades, and biosolids process and equipment.

- Condition Assessment
  Review the main components of the facility and assess structural, electrical, or mechanical condition and include as a section in evaluation.

- Develop Planning-Level Cost Estimates
  Provide comparative cost estimates for three alternatives to support budgeting and strategic planning.

- Facilitate Stakeholder Engagement
  Conduct a workshop with the County staff, including Operations personnel, to review and discuss up to three alternatives of treatment options and recommended enhancements before finalizing the draft report, providing alignment with operational goals and stakeholder input.

- Support Regulatory Coordination with FDEP
  Participate in a meeting with the FDEP to discuss BMAP compliance strategies and incorporate regulatory feedback into the evaluation.

The County has requested that the Consultant provide engineering services in support of the Project.

B. Scope of Services

Upon authorization to proceed from the County, the Consultant will provide the following identified services. The Consultant shall ensure that all design, bid, and construction documents produced by the Consultant or their subconsultants for the County will be consistent with the Polk County Utilities Standards and Specifications Manual, latest edition, and other County requirements. This authorization shall be in full force and effect until the Consultant completes all services as described in the Consultant Services Authorization and any subsequent modifications hereto.

Phase 100 – Project Management

Task 101 – Project Management

This task consists of overall management of the Project including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with the County and Consultant's subconsultants.

Task 102 – Kick-off Meeting and Review Meetings

The Consultant will attend one kickoff meeting with the County. The Consultant will prepare a meeting agenda and meeting minutes. Meeting minutes shall be distributed within three working days of the date of the meeting.

In addition to the Kick-off meeting the Consultant will attend the following meetings with the County:

- Two site visits at the Sun Ray WWTF
- Draft Evaluation Report review
- Two meetings with the Florida Department of Environmental Protection (FDEP)

Phase 200 – Evaluation, Alternatives Workshop, and Report

Task 201 – Desktop Alternatives Evaluation

The Consultant will review the materials submitted with the most recent permit renewal application for the WWTF, as well as other available information related to the operation and maintenance of the WWTF. This review and information gathered during the WWTF site visit will be used to assess means to integrate reuse of existing infrastructure as part of plant upgrades. The Consultant will then conduct a desktop evaluation to determine applicable alternatives to achieve AWT and compliance with BMAP requirements and establish the three most viable alternatives.

Task 202 – Treatment Alternatives Workshop

As part of the Desktop Evaluation development, the Consultant will schedule and facilitate a workshop with the County staff to present and discuss the three conceptual-level treatment alternatives before finalizing the report. The workshop will serve as a collaborative forum to gather feedback, clarify technical and operational considerations, and provide alignment with the County's strategic and regulatory goals. The workshop will also discuss standardizing treatment technology goals based on other County plants. The ultimate goal of the workshop will be to finalize the three alternatives to complete the report.

Task 203 – Draft Evaluation Report

The Consultant will prepare a Draft Evaluation Report presenting three conceptual-level treatment alternatives for upgrading the Sun Ray WWTF to an AWT facility. This will included conceptual site layout figures for each alternative. Each alternative will be developed to achieve compliance with the effluent nutrient limits required under the Lake Okeechobee BMAP. The evaluation will prioritize reuse or repurpose of existing infrastructure where feasible. As requested by the County, one alternative will specifically incorporate the use of membrane bioreactor (MBR) technology to assess its applicability and cost-effectiveness for meeting treatment goals.

In addition to evaluating upgrades to AWT for BMAP compliance, the Draft Evaluation Report will assess treatment efficiency and reliability improvements. This assessment will consider potential enhancements such as hydraulic improvements, flow equalization, and upgrades to primary treatment process (influent piping and Headworks), improvements to the biosolids process and equipment.

The evaluation will also include a condition assessment of the facility to document its observable condition. The assessment will encompass:

- System descriptions
- Summary of observations
- Inventory of major components with evaluations of their civil, structural, mechanical, and electrical condition, including identified deficiencies and recommended actions
- Redundancy and backup systems
- Safety and accessibility concerns
- Assessment of process performance and operational reliability
- Selected field photographs with descriptive captions

As part of the condition assessment the Consultant will interview operational staff to get their input on operational and maintenance history of the facility and incorporate their input into the assessment, including operational challenges they face.

Each alternative for upgrades and improvements will be accompanied by planning-level cost estimates in accordance with Association for the Advancement of Cost Engineering (AACE) Level 5 (-50% to +100% accuracy) based on 2% or less design to support the County's decision-making and capital planning efforts.

To support this evaluation, the Consultant will collaborate with structural and electrical subconsultant engineers with whom they have an established working relationship. Together with the Consultant, these subconsultants will assess the existing conditions of the facility to determine the feasibility of using current infrastructure to accommodate the proposed upgrades and improvements. The evaluation will also identify any rehabilitation needs based on the findings of the condition assessment.

Task 204 – Draft Evaluation Report Review Meeting

The Consultant will facilitate a review meeting of the Draft Evaluation Report to discuss the draft and the County's comments. A comment and response form will be provided with the draft report to assist the County with collating the comments and document the Consultant's responses to each comment so that all feedback is properly addressed and incorporated into the Final Evaluation Report.

Task 205 – Final Report

After reviewing and incorporating County comments on the Draft Evaluation Report, the Consultant will prepare the Final Evaluation Report. This report will reflect feedback received during the Treatment Alternatives Workshop and the Draft Report Review Meeting and will include any revisions necessary to address County input.

Phase 300 – Regulatory Coordination with FDEP

The Consultant will support the County by coordinating and participating in two meetings with FDEP to discuss BMAP compliance strategies for the Sun Ray WWTF. The Consultant will work with the County to schedule the meeting during the development of the Draft Evaluation Report to allow timely incorporation of regulatory feedback.

Information gathered during the meeting will be integrated into the Draft and Final Evaluation Reports, including relevant permitting considerations. The Consultant will also develop a preliminary permitting strategy as part of the report based on FDEP input to assist the County in planning for future implementation of the selected alternative.

C. Deliverables

The Consultant shall prepare and submit to the County, including electronic format when applicable, the following deliverables:

Task	Activity	Deliverable
102	Meetings	Meeting agenda and minutes
202	Treatment Alternative Workshop	Agenda and Presentation Materials; one (1) electronic copy of each
203	Draft Evaluation Report	Draft Report; one (1) electronic copy of each
205	Final Evaluation Report	Draft Report; one (1) electronic copy of each

D. Schedule

Consultant will proceed with the services identified herein immediately upon receipt of an executed copy of this Consultant Services Authorization and a formal Notice-to-Proceed from

the County. The projected schedule for the performance of services described herein, in Gantt Chart format, is included as Attachment A-1. An updated electronic version of the Project schedule in Microsoft Project will be provided to the County within 10 working days from the issuance of the Notice-to-Proceed. Delivery of the schedule may be in other electronic formats so long as they accurately portray the approved scope of services with sufficient detail subject to staff approval. Should additional time be required beyond the schedule depicted in Attachment A-1, The Consultant will provide an updated Attachment A-1 (schedule) to the Utilities and Procurement Divisions. Following staff approval, the updated Attachment A-1 will be forwarded by Utilities staff to Procurement staff for inclusion in the contract file with no further administration action required for extension.

E. Compensation

This Consultant Services Authorization establishes a not-to-exceed cost of $127,234.00. Compensation for the services performed under this Consultant Services Authorization shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in Master Consulting Agreement 2024-014. Other direct costs or expenses incurred in connection with this Consultant Services Authorization will not be invoiced as these expenses have been accounted for in the rate multiplier associated with the Master Consulting Agreement referenced above. A summary of the estimated labor costs is provided in Attachment A-2 for reference only. Each invoice submittal shall include a tabular summary of the originally estimated labor costs by phase in accordance with Attachment A-2, fees invoiced to date, and the balance remaining per phase. The transfer of funds between defined phases is not permitted unless approved in advance in writing by the County Utilities Director. To request consideration for such a transfer, the Consultant must submit satisfactory written justification to transfer unused funds from phases with completed tasks or tasks clearly tracking under budget to phases with tasks requiring additional funding. In addition, the transfer of funds shall not exceed the total authorized fee for the Project.

The not-to-exceed cost for this Consultant Services Authorization includes contingency funds in the amount of $15,000. The contingency funds authorized for use on this Consultant Services Authorization may only be expended upon written approval from the County's Utilities Director. Adequate justification must be provided by the Consultant for the release of contingency funds. Any out-of-scope services performed requiring the release of contingency funds will be

considered at-risk and may not be compensated until, or if, written approval is granted by the County's Utilities Director.

The Consultant will minimally provide a consultant invoice summary with each invoice, based on a mutually agreed-upon breakdown of phases and tasks in Attachment A-2 that reflect the effort and deliverables submitted to the County. The summary will depict the overall phases, associated budgets, amounts invoiced to date, and balance remaining. Invoices for compensation submitted by the Consultant will include the reviewed and approved consultant invoice summary, an updated Project schedule, notarized affidavits (as applicable), and the monthly status report.

Invoices for not-to-exceed projects shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction. In addition, all invoices shall be submitted with the Consultant Services Authorization number, purchase order number, and the Polk County Utilities Project and Records Room numbers on the invoice.

The Consultant agrees that, in the event that design errors and / or omissions are discovered during construction, all services rendered by the Consultant to correct said design errors and / or omissions will be considered out-of-scope services and shall not be invoiced to the County.

F. County's Responsibilities

The County will provide the following information to the Consultant and / or perform the following services related to the Project:

- The County will provide available facility information in response to the Consultant's formal data request, including documentation not accessible through public sources such as the FDEP Oculus Document Management System.

G. Services Not Included

The following services are not included in the Scope of Services for the Project:

1. The Consultant will not perform field sampling or laboratory testing; all data used will be provided by the County.

2. Pilot testing or technology validation for proposed treatment alternatives, engineering preliminary and final design, permitting, or construction services are not included.

3. Environmental impact assessments or preparations documentation for environmental permitting services are not included.

4. Cost-benefit analyses or lifecycle cost modeling beyond planning-level estimates can be provided as an amendment to this Scope of Work.

5. Identifying or applying for funding sources, grants, or financial incentives services are not included.

H. Assumptions

The Scope of Services and compensation arrangement outlined in this Consultant Services Authorization are based on the following assumptions:

1. The Consultant will perform services up to the agreed fee limit. Any additional services or scope changes will require a formal amendment.

2. Deliverables will be provided in electronic format unless otherwise noted in this Scope of Work or requested by the County.

3. The County will provide access to existing facility for the Consultant's site visits and assessments.

4. All meetings with FDEP will be coordinated jointly with the County, and Consultant's role will be limited to technical support and documentation. Additional support and services can be provided as an amendment to this Scope of Work.

The remainder of this page is intentionally left blank.

ATTACHMENT A-1 - SCHEDULE

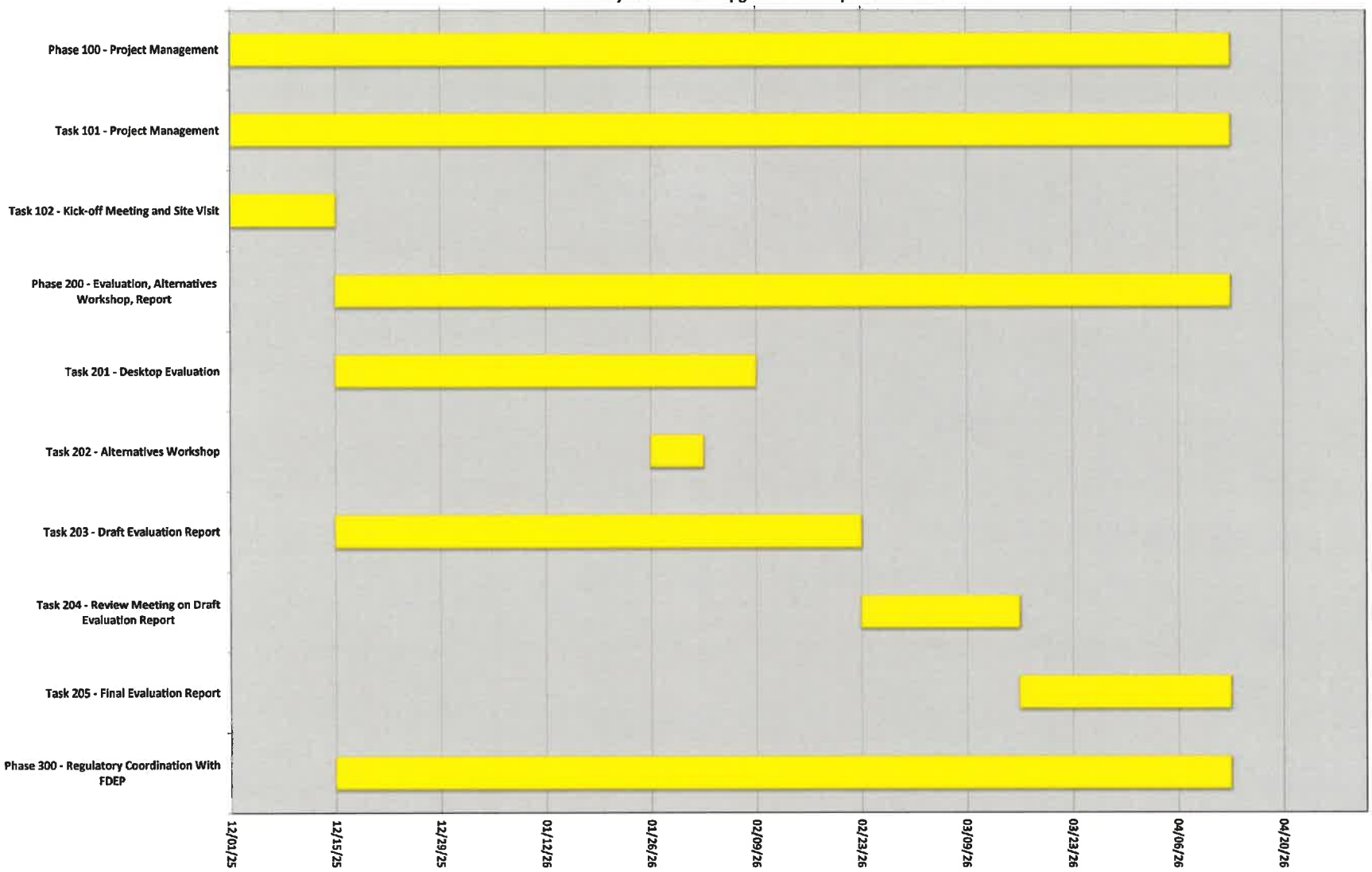
SUN RAY WWTF AWT UPGRADES AND IMPROVEMENTS EVALUATION
Polk County Utilities
10/3/2025
Jones Edmunds Project No. 95344-294-25

JonesEdmunds

	Start Date	End Date	Number of Days	ENTER MANUALLY - USE DAYS AS A MEANS TO REPRESENT % REMAINING AND COMPLETE	
				Completed	Remaining
Phase 100 - Project Management	12/01/25	04/13/26	133	0	**133**
Task 101 - Project Management	12/01/25	04/13/26	133	0	133
Task 102 - Kick-off Meeting and Site Visit	12/01/25	12/15/25	14	0	14
Phase 200 - Evaluation, Alternatives Workshop, Report	12/15/25	04/13/26	119	0	119
Task 201 - Desktop Evaluation	12/15/25	01/26/26	42	0	56
Task 202 - Alternatives Workshop	01/26/26	02/02/26	7	0	7
Task 203 - Draft Evaluation Report	12/15/25	02/23/26	70	0	70
Task 204 - Review Meeting on Draft Evaluation Report	02/23/26	03/16/26	21	0	21
Task 205 - Final Evaluation Report	03/16/26	04/13/26	28	0	28
Phase 300 - Regulatory Coordination With FDEP	12/15/25	04/13/26	119	0	119

Attachment A-1 Schedule
Sun Ray WWTF AWT Upgrades and Improvements Evaluation

JonesEdmunds



ATTACHMENT A-2 - FEE ESTIMATE

Sun Ray WWTF AWT Upgrades and Improvements Evaluation
Polk County Utilities
10/9/2025
Jones Edmunds Project No. 95344-267-25

JonesEdmunds

	HOURS							COSTS			TOTALS
PHASE Estimated 2024 Rates	Chief Engineer $242	Senior Engineer $223	Engineer Intern $107	Senior GIS Technician $137	GIS Technician $94	Admin Assistant $88	Labor Hours	Labor Fee	Subconsultants	Expenses	
Phase 100 - Project Management											
101 - Project Management	2	16				4	22	$4,404	$208	$0	$4,612
102 - Kick-Off Meeting and Site Visit	8	12	16				36	$6,324	$5,180	$0	$11,504
Phase 100 Subtotal	**10**	**28**	**16**	**0**	**0**	**4**	**58**	**$10,728**	**$5,388**	**$0**	**$16,116**
Phase 200 - Evaluation, Alternatives Workshop, and Report											
201 - Desktop Alternatives Evaluation	8	32	80	4	24		148	$20,436	$3,900	$0	$24,336
202 - Treatment Alternatives Workshop	6	12	16			4	38	$6,192	$0	$0	$6,192
203 - Draft Evaluation Report	8	65	110	4	16	8	211	$30,957	$8,320	$0	$39,277
204 - Draft Evaluation Report Review Meeting	4	8	8				20	$3,608	$0	$0	$3,608
205 - Final Evaluation Report	5	30	40	1	8	6	90	$13,597	$600	$0	$14,197
Phase 200 Subtotal	**31**	**147**	**254**	**9**	**48**	**18**	**507**	**$74,790**	**$12,820**	**$0**	**$87,610**
Phase 300 - Regulatory Coordination with FDEP	12	16	12		8		48	$8,508	$0	$0	$8,508
Phase 300 Subtotal	**12**	**16**	**12**	**0**	**8**	**0**	**48**	**$8,508**	**$0**	**$0**	**$8,508**
Project Total - Hours	**53**	**191**	**282**	**9**	**56**	**22**	**613**				
Project Total - Cost	**$12,826**	**$42,593**	**$30,174**	**$1,233**	**$5,264**	**$1,936**		**$94,026**	**$18,208**	**$0**	**$112,234**
Contingency Allowance											$15,000
									TOTAL FEE	**$0**	**$127,234**

Exhibit "B"

FEE SCHEDULE
Polk County RFP 23-448
Utility Design Services & Regulatory Support Services

Classification	Range of Direct Labor Rates		Range of Hourly Billing Rates	
Project Officer	$ 83	$ 133	$ 253	$ 406
Senior Project Manager	$ 50	$ 103	$ 153	$ 314
Project Manager	$ 51	$ 107	$ 156	$ 326
Chief Engineer or Chief Scientist	$ 66	$ 101	$ 201	$ 308
Senior Engineer	$ 55	$ 99	$ 168	$ 302
Senior Scientist	$ 44	$ 71	$ 134	$ 217
Project Engineer	$ 48	$ 81	$ 146	$ 247
Project Scientist	$ 35	$ 53	$ 107	$ 162
Engineer Intern or Associate Scientist	$ 27	$ 49	$ 82	$ 149
Designer	$ 18	$ 67	$ 55	$ 204
Senior CADD Designer	$ 32	$ 53	$ 98	$ 162
CADD Designer	$ 32	$ 48	$ 98	$ 146
Senior CADD Technician	$ 28	$ 46	$ 85	$ 140
CADD Technician	$ 26	$ 41	$ 79	$ 125
Systems Analyst	$ 54	$ 77	$ 165	$ 235
Senior GIS Analyst or Senior GIS Programmer	$ 31	$ 60	$ 95	$ 183
GIS Analyst or Programmer	$ 24	$ 47	$ 73	$ 143
Senior GIS Technician	$ 19	$ 45	$ 58	$ 137
GIS Technician	$ 18	$ 41	$ 55	$ 125
Senior Database Administrator	$ 30	$ 77	$ 92	$ 235
Database Administrator	$ 30	$ 64	$ 92	$ 195
Environmental Data Analyst	$ 22	$ 36	$ 67	$ 110
Senior Field Technician Environmental	$ 26	$ 43	$ 79	$ 131
Field Technician Environmental	$ 18	$ 41	$ 55	$ 125
Senior Construction Administrator	$ 40	$ 73	$ 122	$ 223
Construction Administrator	$ 39	$ 58	$ 119	$ 177
Senior Field Representative Construction	$ 31	$ 52	$ 95	$ 159
Field Representative Construction	$ 23	$ 41	$ 70	$ 125
Construction Project Coordinator	$ 17	$ 37	$ 52	$ 113
Senior Administrative Assistant	$ 20	$ 70	$ 61	$ 214
Administrative Assistant	$ 17	$ 44	$ 52	$ 134
Senior Technical Editor	$ 42	$ 61	$ 128	$ 186

Net Effective Multiplier capped at 3.05.

LABOR MULTIPLIER CALCULATION
Polk County RFP 23-448
Utility Design Services & Regulatory Support
Services

Item	Multiplier
Direct Labor	1.00
Payroll Burden / Fringe Benefits*	0.45
Overhead / General Administrative*	1.55
Subtotal	3.00
Profit (5%)	0.15
Subtotal	3.15
Reimbursable Expenses	0.05
TOTAL CALCULATED MULTIPLIER	3.20
CONTRACT MULTIPLIER (MAXIMUM ALLOWED BY COUNTY)	3.05

** 2022 Jones Edmunds Audited Overhead Rate*

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1.	Subcontractor Services	Actual Costs
2.	Special Consultants	Actual costs
3.	Travel Expenses	In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.
4.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2025

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	CONTACT NAME: Certificate Request Desk	
Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	PHONE (A/C, No, Ext): (650) 762-0400	FAX (A/C, No): (650) 762-0490
	E-MAIL ADDRESS: certrequest@risk-strategies.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Specialty Insurance Company	10213
INSURER B : Travelers Property Casualty Co of Amer	25674
INSURER C : Charter Oak Fire Insurance Company	25615
INSURER D : XL Specialty Insurance Company	37885
INSURER E :	
INSURER F :	

INSURED
Jones Edmunds & Associates, Inc,.
13545 Progress Blvd., Suite 100
Alachua FL 32656

COVERAGES **CERTIFICATE NUMBER:** 87672559 **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	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	6808N190672	6/30/2025	6/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓	✓	BA8R804284	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000	✓	✓	CUP8N201316	6/30/2025	6/30/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		✓	UB8N190948	6/30/2025	6/30/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability		✓	DPR5045531	6/30/2025	6/30/2026	Per Claim Annual Aggregate	$5,000,000 $5,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
Polk County, A Political Subdivision of the State of Florida are named additional insured on the general, auto, and umbrella liability coverage as required by written contract. A waiver of subrogation is shown in favor of the additional insured on all policies as required by written contract.
Re: CSA #2024-014-03, Sun Ray WWTF Advanced AWTF Upgrades & Improvements Evaluation.

CERTIFICATE HOLDER

Polk County,
A Political Subdivision of the State of Florida
330 W. Church Street MC #AS05
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
RSC Insurance Brokerage

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FY2026- FY2030 COMMUNITY INVESTMENT PROGRAM | UTILITIES CIP RR SUMMARY

PROJECT # 6897998 **PROJECT NAME:** **Utilities Miscellaneous Services** **PAGE #** 41

GENERAL PROJECT DATA:		COMPREHENSIVE PLAN INFORMATION:		PROJECT NEED CRITERIA		PROJECT SCHEDULE	FY26	FY27	FY28	FY29	FY30
Project Name:	Utilities Miscellaneous Services	Project listed in CIE?	No	Safety	x	Design/Arch	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4
Functional Area:	Operations/Emergency Equipment/Other-Operating Expense-Operating Expense\ Projects	Comp. Plan reference:		Mandate	x	Land/ROW					
Department:	Utilities	LOS/Concurrency Related:	No	Replace	x	Construction					
Location:	County wide			Growth	x	Other & Operating Exp					

PROJECT DESCRIPTION:

Miscellaneous services that may be driven by any number of factors including BoCC direction, other project related analysis, Technical Memoranda, unanticipated infrastructure dynamics, etc.

PROJECT RATIONALE (Include Additional LOS Detail, if necessary):

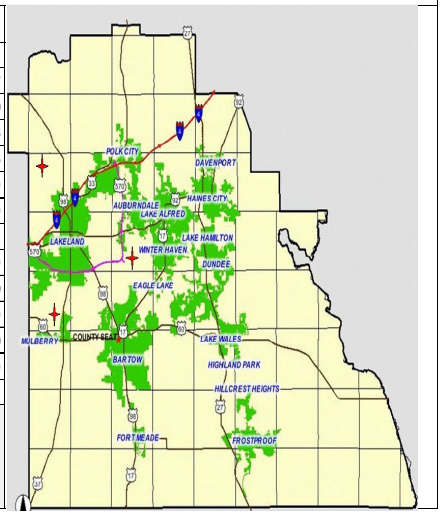
Project allows immediate response to areas of need to ensure health, safety, welfare, and operational stability.

OPERATING BUDGET IMPACT:

	Fund	Cost Center
Fund 1	14501	300001109
Fund 2	42011	680536150
Fund 3	42111	680536150
Fund 4	42013	680536150
Fund 5	42113	680536150
Fund 6	42433	680536150

REPLACEMENT COUNTY PROPERTY NO.: NA

	Prior Cum.	FY25	FY25 Projected	FY26	FY27	FY28	FY29	FY30	Future Years	Proposed Project Total
Design/Arch/Eng.	1,606,127	25,000	25,000	25,000	25,000	25,000	25,000			**1,731,127**
Land (or ROW)										**0**
Construction	713,462	278,627	85,194	225,000	225,000	600,000	600,000			**2,448,656**
Other-Operating Expense	12,386	34,355	12,500	12,500	12,500	15,000	15,000			**79,886**
Equipment/software										**0**
Total Project Cost	**2,331,975**	**337,983**	**122,694**	**262,500**	**262,500**	**640,000**	**640,000**	**0**	**0**	**4,259,669**
42011 Water/Sewer Rates	1,715,386	337,983	122,694	262,500	262,500	640,000	640,000			**3,643,080**
42111 Water Connection Fees										**0**
42431, 42611, 42433 Bonds	616,589									**616,589**
42013 AWS Surcharge										**0**
Total Funding	**2,331,975**	**337,983**	**122,694**	**262,500**	**262,500**	**640,000**	**640,000**	**0**	**0**	**4,259,669**
Personnel Services										
Non-Personnel										
Capital										
Total Operating				**0**	**0**	**0**	**0**	**0**	**0**	



BACKUP DOCUMENTS

POLK COUNTY

REQUEST FOR LEGAL SERVICES

To: **County Attorney's Office- Attention : Tom Norsworthy**

From: Tamara Richardson, P.E. Utilities Director

Division: Utilities

Prepared by: Emily Perez **Phone Number: 863-298-4142**

Date: November 5th, 2025

Subject: Consultant Services Authorization (CSA) 2024-014-03, with Jones Edmunds & Associates, Inc. for the Sun Ray Wastewater Treatment Facility Advanced Wastewater Treatment Upgrades and Improvements Evaluation project.

BACKGROUND:

The Utilities Division operates the Sun Ray Wastewater Treatment Facility (WWTF) in the County's Southeast Regional Utility Service Area. The Sun Ray WWTF is regulated under the Lake Okeechobee Basin Management Action Plan (BMAP), which mandates compliance with stringent nutrient discharge limits. The BMAP was updated in June 2025 and now requires wastewater treatment facilities within the BMAP to upgrade to advanced wastewater treatment to meet new nutrient effluent limits. The County is required to comply with these requirements by 2030. This project is for the evaluation of conceptual-level alternatives for upgrading the Sun Ray WWTF to meet the aforementioned BMAP requirements and improve the facility's treatment efficiency and operational reliability. The County has requested the consultant to provide these services.

REQUESTED ACTION:

Request approval of Consultant Services Authorization 2024-014-03, with Jones Edmunds & Associates, Inc. for the Sun Ray Wastewater Treatment Facility Advanced Wastewater Treatment Upgrades and Improvements Evaluation project at a not-to-exceed cost $127,234.00.

Need response no later than Thursday 11 13 2025

(day o□month) (month) (day) (Year)

APPROVED BY

Tom Norsworthy

For County Attorney office use only:

_____ Date_____

Signature

County Attorney

Assign to : TOM Date NOV 07 2025

County Attorney Project No: 2025-226 Logged out: 11-7-25

Utilities Division -Signature Request/Routing Request

PLEASE REVIEW AND APPROVE THE ENCLOSED DOCUMENTS AND FORWARD AS NOTED BELOW

Board Agenda Track

This item is slated for the (Month) __12__ (Day) __16__ (Year) __2025__ Bocc Meeting

PROJECT TITLE: _____Sunray Wastewater Treatment Facility

_____

_____

PROJECT MANAGER: _____Hunter Johnson_____

Number of original documents enclosed: _____2_____

MUST BE RETURNED BY :

____11/13/2025_____

- ____ **PROCUREMENT /** Michele Sims: All originals with support are attached for your review and approval. **MICHELE: Please forward this package to the County Attorney offices Attention Jackie Lanfair after signature**
- ____ **COUNTY ATTORNEY/**Thomas Norsworthy: All originals with support are attached for your review and approval. **JACKIE: Please forward this package to the Deputy County Manager offices, Atten: Stacy Craver, after signature**
- ____ **DEPUTY CO MGR/** John Bhode: All originals with support are attached for your review and approval. **STACY: Please return this entire package back to Charles Richards in the Utilities Division after signature**

Please email me a quick message to let me know when this package has left your offices to the next party – THANKS!

ATTEN: Emily Perez, Mail Drawer UT01 (Phone: 863-298-4142)

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under $50,000 & construction is under $250,000
CSA: If Construction is under $7,500,000;
OR for study activity if consultant fee is under $500,000- (FS 287.055 CCNA)

CPO/CSA #: 2024-014-03 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 11/03/2025 Division: Utilities

Project Manager's Name: Hunter Johnson Phone #:863-344-9959
Project Name: Sun Ray WWTF AWT Upgrades and Improvements Evaluation Project

Total Project Budget: $127,234.00 Project # 6897998

Estimate of Construction Cost: $NA - Study

Proposed Consultant: Jones Edmunds & Associates, Inc Fee: $127,234.00

Master Consultant Agreement # 2024-014

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: Tamara Richardson Date 11-5-25
Division Director/Designee

Procurement Division

Date Received: 11/6/25 Date Reviewed by Analyst: 11/6/25

Approved by: _____
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: _____ Date Reviewed: 11/7/25

Approved by: _____
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than $100,000)

Date Received: _____ Date Reviewed: 11/7/25

Approved by: _____
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).

Revised: 6/28/24(KB)

December 16, 2025 Board of County Commissioners Regular Meeting
Agenda Item #

SUBJECT

Approve Consultant Services Authorization (CSA) 2024-014-03, with Jones Edmunds & Associates, Inc. for the Sun Ray Wastewater Treatment Facility Advanced Wastewater Treatment Upgrades and Improvements Evaluation project. ($127,234.00 not-to-exceed, one-time expense).

DESCRIPTION

The Utilities Division operates the Sun Ray Wastewater Treatment Facility (WWTF) in the County's Southeast Regional Utility Service Area. The Sun Ray WWTF is regulated under the Lake Okeechobee Basin Management Action Plan (BMAP), which mandates compliance with stringent nutrient discharge limits. The BMAP was updated in June 2025 and now requires wastewater treatment facilities within the BMAP to upgrade to advanced wastewater treatment to meet new nutrient effluent limits. The County is required to comply with these requirements by 2030. This project is for the evaluation of conceptual-level alternatives for upgrading the Sun Ray WWTF to meet the aforementioned BMAP requirements and improve the facility's treatment efficiency and operational reliability. The County has requested the consultant to provide these services.

RECOMMENDATION

Request Board approve Consultant Services Authorization 2024-014-03, with Jones Edmunds & Associates, Inc. for the Sun Ray Wastewater Treatment Facility Advanced Wastewater Treatment Upgrades and Improvements Evaluation project at a not-to-exceed cost $127,234.00.

FISCAL IMPACT

Funding in the amount of $127,234.00 is available in the Utilities Capital Improvement Projects Program Budget.

CONTACT INFORMATION

Hunter Johnson
Capital Projects Manager
863) 344-9959
hunterjohnson@polk-county.net

Project Checklist

- Project Name: Sun Ray Wastewater Treatment Facility Advanced Wastewater Treatment Upgrades and Improvements Evaluation
- Project Location: Southeast Regional Utility Service Area
- Source of Funds: Funding is available in 42011.680536150.5662020.6897998 (Utilities Miscellaneous Services)
- Project Cost Summary: $127,234 not to exceed cost
- Certifications: This request has been reviewed by:

Hunter Johnson
Capital Projects Manager

James Tully
Capital Projects Program Manager

Charles Richards, CPA
Customer Service/Finance Manager

Tamara Richardson, P.E.
Utilities Division Director

Selection Procedure for Consultants with Continuing Contracts

Division: Utilities
Project Manager: Hunter Johnson
Division Director: Tamara Richardson, PE
Scope: Sun Ray WWTF AWT Upgrades and Improvements Evaluation
CSA/CPO CSA 2024-014-03
Date Analysis Performed November 4, 2025

Step 1:

Review list for appropriate Expertise, Experience, and Personnel (List all consultants awarded a master agreement under the RFP)

Consultant	Expertise	Experience	Personnel	Local (Y/N)	Elevated for Consideration (Y/N)
AtkinsRéalis USA, Inc.	Y	Y	Y	N	Y
Black & Veatch Corp	Y	Y	Y	N	Y
Carollo Engineers, Inc.	Y	Y	Y	N	Y
CHA Consulting, Inc. (FKA Reiss Engineering, Inc.)	Y	Y	Y	Y	Y
Chastain-Skillman, Inc.	Y	Y	Y	Y	Y
CivilSurv Design Group Inc.	Y	Y	Y	Y	Y
Dewberry Engineers, Inc.	Y	Y	Y	Y	Y
Halff Associates, Inc.	Y	Y	Y	N	Y
Hazen and Sawyer, P.C.	Y	Y	Y	N	Y
Jones Edmunds & Assoc.	Y	Y	Y	Y	Y
Kennedy/Jenks Consultants, Inc.	Y	Y	Y	N	Y
Pennoni & Associates, Inc.	Y	Y	Y	Y	Y
Rummel, Klepper, and Kahl, LLP	Y	Y	Y	Y	Y
Tetra Tech, Inc.	Y	Y	Y	N	Y
Wright-Pierce, Inc.	Y	Y	Y	Y	Y

State justification for each firm not elevated and why:
NA

Step 2:

Past performance on similar projects satisfactory (List all consultants elevated from Step 1

Consultant	Has past performance been satisfactory (Y/N)	Elevated for Consideration(Y/N)
Black & Veatch Corp	Y	Y
AtkinsRéalis USA, Inc.	Y	Y
Black & Veatch Corp	Y	Y
Carollo Engineers, Inc.	Y	Y
CHA Consulting, Inc. (FKA Reiss Engineering, Inc.)	Y	Y
Chastain-Skillman, Inc.	Y	Y
CivilSurv Design Group Inc.	Y	Y
Dewberry Engineers, Inc.	Y	Y
Halff Associates, Inc.	Y	Y
Hazen and Sawyer, P.C.	Y	Y
Jones Edmunds & Assoc.	Y	Y
Kennedy/Jenks Consultants, Inc.	Y	Y
Pennoni & Associates, Inc.	Y	Y
Rummel, Klepper, and Kahl, LLP	Y	Y
Tetra Tech, Inc.	Y	Y
Wright-Pierce, Inc.	Y	Y

State justification for each firm not elevated and why:
NA.

Step 3:

Total amount of money the County has contracted with each Consultant elevated to Step 2 during the last 24 months.

Consultant	Contracted Amount	Elevated (Y/N)
Dewberry Engineers, Inc.	$ 1,809,100	N
Black & Veatch Corp	$ 1,543,535	N
Kennedy/Jenks Consultants, Inc.	$ 833,804	N
Carollo Engineers, Inc.	$ 440,654	N
Wright-Pierce, Inc.	$ 307,381	N
Tetra Tech, Inc.	$ 291,448	N
CivilSurv Design Group Inc.	$ 220,908	N
Rummel, Klepper, and Kahl, LLP	$ 213,750	N
Hazen and Sawyer, P.C.	$ 197,390	N
Jones Edmunds & Assoc.	$ 160,328	Y
Halff Associates, Inc.	$ 157,202	N
AtkinsRéalis USA, Inc.	$ 130,143	N
CHA Consulting, Inc. (FKA Reiss Engineering, Inc.)	$ 113,885	N
Pennoni & Associates, Inc.	$ 69,000	N
Chastain-Skillman, Inc.	$ 42,722	N

Step 4:

State justification, if the chosen consultant does not have the least amount of contract obligation.

Dewberry, B&V, K/J, Carollo, W-P, Tetra Tech, CivilSurv, RK&K, and Hazen all have more contract awards during this contract period compared to Jones Edmunds. Halff is supporting the ongoing Septic to Sewer project. The County is coordinating EMP proposals with Atkins. CSA for Holly Hill LFA Blending Study was just awarded to CHA. Pennoni is providing aerial imagery support. Chastain is heavily involved in the SE Wellfield pipeline work and has limited resources. JEA is currently working on EMP an other environmental related proposals based on their prevailing expertise. JEA has the experience, expertise, and available personnel to provide the services; in the best interest of the County, JEA was selected to provide the services for this project.

Step 5:

Based on the procedures and step analysis above, Jones Edmunds & Assoc. is selected.

Perez, Emily

From: St. Jean, Mitch
Sent: Wednesday, November 5, 2025 3:51 PM
To: Perez, Emily
Subject: RE: Sunray wastewater treatment, adequate insurance confirmation

Good afternoon,

The certificate of insurance provided is in accordance with our requirements.

Thanks,

Mitch St. Jean, CWCL
Safety & Claims Administrator

POLK COUNTY

Polk County Board of County Commissioners
Risk Management Division
P. O. Box 9005, Drawer AS06
Bartow, FL 33831
Ph: 863-534-5268
Fax: 863-519-4726
mitchstjean@polk-county.net

From: Perez, Emily <EmilyPerez@polkfl.gov>
Sent: Wednesday, November 5, 2025 3:25 PM
To: St. Jean, Mitch <mitchstjean@polk-county.net>
Subject: Sunray wastewater treatment, adequate insurance confirmation

Dear Mitch, please see attached certificate of insurance for the attached contract. Please review the certificate of insurance and advise if it meets county requirements 😊 Thank you.

Emily Perez
Administrative Specialist
Polk County Utilities
1011 Jim Keene Blvd.
Winter Haven, FL 33880
(863) 298-4142

Polk County

Board of County Commissioners

Agenda Item R.34. 12/16/2025

SUBJECT

Approve a budget transfer from the Tax Collector Reserve for Contingency for ongoing software and implementation purchases. ($185,111 one-time transfer)

DESCRIPTION

In 2024, the Tax Collector entered into an agreement with Tyler Technologies for the purchase of financial software. Funds were budgeted in FY 24/25 to cover the expenses anticipated at that time. The Tax Collector and Tyler Technologies have amended the agreement to remove unused expenses and add services related to the implementation of the software, purchase of hardware, and hardware maintenance. These additional expenses were unknown and therefore not included during the FY 25/26 budget process, so a transfer from Reserves will be needed to cover the current year needs. Any outstanding expenses will be included in the FY 26/27 budget process as identified.

RECOMMENDATION

Request Board approve a budget transfer from the Tax Collector General Fund Reserve for Contingency to the Tax Collector General Fund Operating Budget.

FISCAL IMPACT

Funds are available for transfer in the FY 25/26 Tax Collector General Fund Reserve for Contingency.

CONTACT INFORMATION

Christia Johnson
Budget & Management Services Director
(863)534-5985

BUDGET AMENDMENT REQUEST

(for budget transfers and/or unbudgeted expenses)

Date 12/3/2025
Parent Fund General Fund
Department/Division Tax Collector
BoCC Date 12/16/2025

Request for the following transfer be made for the reason(s) stated:

	Amount **FROM**	Fund	Cost Center	Account	Project	Area	TBD
	$ 185,111	00101	970513040	5998020	0000000	00	0000000
	$						
TOTAL	$ 185,111						

	Amount **TO**	Fund	Cost Center	Account	Project	Area	TBD
	$ 185,111	00101	970513040	5359000	0000000	00	0000000
TOTAL	$ 185,111						

JUSTIFICATION (attach additional back-up as necessary)

In 2024, the Tax Collector entered into an agreement with Tyler Technologies for the purchase of financial software. Funds were budgeted in FY 24/25 to cover the expenses anticipated at that time. The Tax Collector and Tyler Technologies have amended the agreement to remove unused expenses and add services related to implementation of the software, purchase of hardware, and hardware maintenance. These additional expenses were unknown and therefore not included during the FY 25/26 budget process, so a transfer from reserves will be needed to cover the current year needs. Any outstanding expenses will be included in the FY 26/27 budget process as identified.

Department/Division Director BoCC 12/16/2025

Recommended or not recommended by Glenda Rogers 12/03/25
(Budget & Management Services) (Date)

Reason

APPROVED / NOT APPROVED

Board of County Commissioners/County Management BoCC 12/16/2025
(Date)

Requesting Department or Division: FORWARD TO BUDGET & MANAGEMENT SERVICES

Budget Balances

View ▾ Detach Wrap

	00101	970513040	5998												
	BOCC GL FUND	BOCC GL COST CENTER	BOCC GL ACCOUNT	BOCC GL PROJECT	BOCC GL AREA	BOCC GL TBD	Year to Date Period	Total Budget	Commitments	Obligations	Other Consumption	Expenditures	Total Consumption	Funds Available Amount	Fur
	00101	970513040	5998020	0000000	00	0000000	YEAR-26	3,469,156.00	0.00	0.00	0.00	0.00	0.00	3,469,156.00	
	00101	970513040	5998080	0000000	00	0000000	YEAR-26	1,536,289.00	0.00	0.00	0.00	0.00	0.00	1,536,289.00	
	Total							**5,005,445.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**5,005,445.00**	

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Polk County

Board of County Commissioners

Agenda Item R.35. 12/16/2025

SUBJECT

Approve Agreements for Land Use Hearing Officer Services with (1) Boswell & Dunlap LLP; and (2) Janet McDonald.($150 per hour of service)

DESCRIPTION

Section 975 of the Polk County Land Development Code authorizes the Board to appoint qualified land use hearing officers who have the authority to conduct hearings regarding applications for variances and special exceptions, to decide appeals of administrative decisions and determinations, and to perform any other tasks or take any other action authorized by the Code, as may be amended, or by resolution of the Board. Planning and Development requested Procurement solicit applicants to serve as land use hearing officers to conduct public hearings for select cases. Request for Information (RFI) 25-590 Land Use Hearing Officers was issued and two applicants submitted resumés. The committee met on Wednesday, October 22, 2025, to discuss the resumés submitted. The committee decided to appoint the following applicants:

Janet McDonald	Lakeland, FL
Seth Claytor (Boswell & Dunlap)	Bartow, FL

Staff was authorized to enter into negotiations with the applicants at the November 4, 2025 Board meeting. The applicants identified above will serve as land use hearing officers to conduct public hearings for select cases and make final decisions on appeals currently reviewed by the Polk County Board of County Commissioners and County Manager. The two applicants will rotate monthly, alternating hearing assignments. They will also handle appeals on a rotational basis and/or serve as alternates in the event of a conflict or other circumstance preventing attendance at their scheduled hearing. Each hearing officer will be compensated at a rate of $150 per hour for actual time spent at hearings, as well as for actual time spent outside the hearing that is germane to the hearing of a case, such as review of staff reports and drafting written orders.

The proposed agreements provide for a two-year term beginning January 1, 2026 and concluding December 31, 2027, with an option for either party to terminate for its convenience upon 30 days' written notice.

RECOMMENDATION

Request Board approve and authorize the Chairman to sign the two (2) proposed Agreements for Land Use Hearing Officer Services with (1) Boswell & Dunlap LLP; and (2) Janet A. McDonald, respectively.

FISCAL IMPACT

Funds will be budgeted and made available in the General Fund for Land Development.

CONTACT INFORMATION

Noah Milov
Assistant County Attorney

AGREEMENT FOR LAND USE HEARING OFFICER SERVICES

THIS AGREEMENT is made and entered into effective as of January 1, 2026 (the "Effective Date"), by and between Polk County, a political subdivision of the State of Florida (the "County") and Boswell and Dunlap, LLP, a Florida limited liability partnership (the "Law Firm").

WHEREAS, Section 975 of the Polk County Land Development Code (the "Code") authorizes the County to appoint qualified land use hearing officers who have the authority to conduct hearings regarding applications for variances and special exceptions, to decide appeals of administrative decisions and determinations, and to perform any other tasks or take any other action authorized by the Code or by resolution of the Board of County Commissioners; and

WHEREAS, Seth Claytor is an attorney employed by the Law Firm, and was selected through the County's procurement process to provide land use hearing officer services (the "Land Use Hearing Officer" or "LUHO"); and

WHEREAS, the LUHO represents that they are an active member of, and in good standing with, the Florida Bar; and

WHEREAS, the County desires to contract with the LUHO and their Law Firm for the services as further set forth herein, as such services will inure to the benefit of the citizens of Polk County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the County, the LUHO, and the Law Firm agree as follows:

1. The LUHO is hereby appointed to serve a term of two (2) years beginning January 1, 2026. This Agreement shall expire upon completion of the land use hearing officer services on December 31, 2027. The County or Law Firm may terminate this Agreement without cause upon no less than thirty (30) days prior written notice to the other party. In the event of such termination, the LUHO shall complete any and all pending orders prior to the termination date set forth in the notice.

2. The LUHO shall faithfully perform the duties set forth in the Polk County Land Development Code. During the term of this Agreement, the LUHO shall not (i) hold any other employment or contractual relationship whatsoever with Polk County, or hold other appointive or elective office or position in government during her term; or (ii) act as an agent or attorney in any proceeding, application or matter in the area of land use planning before any governmental authority of Polk County, involving property which is the subject of an application during the time the LUHO is in office. Further, the LUHO, and the Law Firm and any other firm with which they are or may be associated, is, for a period of one (1) year from the date of termination of this Agreement, expressly prohibited from acting as agent or attorney in any proceeding, application or matter before any commission, board, agent or other office of Polk County government, involving property which was the subject of any application during the time the LUHO was in office.

3. Compensation.

(a) The County shall compensate the LUHO through payment to the Law Firm at the rate of one hundred fifty dollars ($150) per hour for actual time spent at hearings by the LUHO. Hearings shall mean a hearing set in accordance with the Code, noticed to the public, at which an agenda is followed.

(b) Additionally, the County shall compensate the LUHO through payment to the Law Firm at the rate of one hundred fifty dollars ($150) per hour, with a cap of three (3) hours per case, for actual time spent by the LUHO for any task completed outside of the hearing date that is germane to the hearing of a case including, without limitation, the review of the case file and staff report, research, site visits, and drafting and issuing written orders. Notwithstanding the above stated cap, the LUHO shall complete all necessary tasks outside of the hearing to finalize orders for cases at no additional cost to

the County, unless otherwise authorized to exceed the above stated cap in writing by the Polk County Land Development Director.

(c) The cap stated in subsection (b) above shall not apply to appeals of Administrative Decisions, Administrative Determinations including Non-Conforming Rights Determinations, and Waivers, all as defined in the Code.

(d) The County shall compensate the LUHO through payment to the Law Firm for the LUHO's attendance at an initial training meeting with County staff to review the Land Development Code at the hourly rate specified in subsection (a) above, not to exceed three (3) hours.

(e) The LUHO and the Law Firm shall not be entitled to claim any reimbursable expenses under this Agreement.

4. The Law Firm agrees to submit billing to the County no later than twenty-one (21) days after each hearing date in which services have been provided by the LUHO. The Law Firm agrees to submit billing to the County that contains a faithful recitation of time spent to the nearest tenth of an hour. The Law Firm agrees to include in billing submitted to the County pursuant to this Agreement, the land development case numbers, the names of the respective property owners, and the hearing date on which services were provided.

5. The Law Firm agrees to maintain a system of bookkeeping and accounting which shall produce an adequate account and record of the services rendered pursuant to this Agreement. The County shall have the right to inspect and audit such books, accounts and records of the Law Firm to determine their accuracy. If the County determines at any time the records of the Law Firm do not allow for a proper audit of the services rendered to County, the County shall have the right to specify additional bookkeeping and accounting requirements which are reasonably necessary for a proper audit, and the Law Firm shall implement same.

6. Billing and invoices shall be submitted to:

ATTENTION: Polk County Land Development Director
P.O. Box 9005, Drawer GM03
Bartow, Florida 33830
Ph.: 863.534.6792

7. To the extent applicable, the LUHO shall be subject to the provisions of Section 112.3145, Florida Statutes, insofar as they relate to local officers. Such financial disclosures shall be filed with the Polk County Supervisor of Elections. The failure to comply with the provisions of this Section shall constitute just cause for immediate removal of the LUHO from office, without regard to the notice provision set forth in Section 1 above.

8. The LUHO shall disqualify themself from a particular case when it reasonably appears that they have a conflict of interest. When the LUHO disqualifies themself, the case shall be assigned by the County to another LUHO.

9. The Law Firm shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the County.

10. This Agreement shall be construed in accordance with the laws of the State of Florida and venue shall lie in Polk County, Florida or in the Federal Middle District of Florida, Tampa Division, as appropriate. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other covenants, conditions or provisions contained herein.

11. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the County and the LUHO or the Law Firm, other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

12. In providing all services pursuant to this Agreement, the LUHO and the Law Firm shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Law Firm, without regard to the notice provision set forth in Section 1 above.

13. **Public Records Law**

(a) The Law Firm 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 Law Firm 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 Law Firm 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 Law Firm 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 Law Firm 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 Law Firm or keep and maintain public records required by the County to perform the service. If the Law Firm transfers all public records to the County upon completion of this Agreement, the Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Law Firm keeps and maintains public records upon completion of this Agreement, the Law Firm 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 LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

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

14. This Agreement contains all of the terms and provisions agreed upon by the parties. Any alterations variations, amendments, waivers, or modifications must be in writing and duly executed by the parties.

15. 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.

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:
STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Polk County, a political subdivision of the State of Florida

By: _____
Martha Santiago, Ed.D., Chairwoman
Board of County Commissioners

Date Signed By County: _____

Reviewed as to form and legal sufficiency:

12/10/25
County Attorney's Office Date

Wendi E. Baker
Print Name: Wendi E. Baker
Witness #1

Elizabeth C. Hunt
Print Name: ELIZABETH C. HUNT
Witness #2

LUHO:

Print Name: Seth B. Claytor

Date: November 25, 2025

LAW FIRM:

Boswell and Dunlap, LLP, a Florida limited liability partnership

By: _____
Print Name: Seth B. Claytor

Title: Attorney/Partner

Date: November 25, 2025

Wendi E. Baker
Print Name: Wendi E. Baker
Witness #1

Elizabeth C. Hunt
Print Name: ELIZABETH C. HUNT
Witness #2

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFI 25-590 PROJECT NAME: Land Use Hearing Officers

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.**

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

Company Name: Boswell & Dunlap LLP

Signature	Attorney/Partner Title	November 25, 2025 Date

STATE OF: FLORIDA

COUNTY OF: POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 25th day of November, 2025, by Seth B. Claytor as Attorney/Partner of Boswell & Dunlap LLP, on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature

ELIZABETH C. HUNT
Commission # HH 567927
Expires October 28, 2028

Printed Name of Notary Public

Notary Commission Number/Expiration

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.

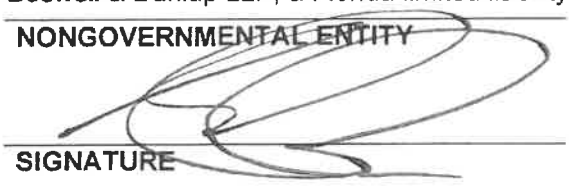
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Seth B. Claytor, Attorney/Partner, 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.

Boswell & Dunlap LLP, a Florida limited liability partnership

NONGOVERNMENTAL ENTITY



SIGNATURE

Seth B. Claytor

PRINT NAME

Attorney / Partner

TITLE

November 25, 2025

DATE

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFI 25-590, Land Use Hearing Officers

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 25th day of November, 2025.

ATTEST: CONTRACTOR: Boswell & Dunlap LLP

By: _____ By: _____

PRINTED NAME: Seth B. Claytor PRINTED NAME: _____

Its: Attorney/Partner Its: _____

SCRUTINIZED COMPANIES

(Florida Statutes, Section 287.135)

SOLICITATION NO.: RFI 25-590 Bid

PROJECT NAME: Land Use Hearing Officers

The undersigned, as Attorney/Partner of Boswell & Dunlap LLP (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Florida Statutes, Section 287.135:

(i) the Contractor is not on the Scrutinized Companies with Activities in Sudan List; and

(ii) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

(as both such lists are created pursuant to Florida Statutes, Section 215.473); and

(iii) the Contractor does not have business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(iv) the Contractor was not on either of the foregoing lists or conducting business operations in Cuba or Syria when it submitted its bid to the County; and

(v) the Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters; and

(vi) the undersigned is duly authorized to execute this Certification by and on behalf of the Consultant.

Executed this 25th day of November, 2025.

ATTEST:

By:_____

PRINTED NAME:_____

Its:_____

Boswell & Dunlap LLP
a Florida limited liability partnership

By:_____

PRINTED NAME: Seth B. Claytor

Its: Attorney/Partner

AGREEMENT FOR LAND USE HEARING OFFICER SERVICES

THIS AGREEMENT is made and entered into effective as of January 1, 2026 (the "Effective Date"), by and between Polk County, a political subdivision of the State of Florida (the "County") and Janet McDonald (the "Land Use Hearing Officer" or "LUHO").

WHEREAS, Section 975 of the Polk County Land Development Code (the "Code") authorizes the County to appoint qualified land use hearing officers who have the authority to conduct hearings regarding applications for variances and special exceptions, to decide appeals of administrative decisions and determinations, and to perform any other tasks or take any other action authorized by the Code or by resolution of the Board of County Commissioners; and

WHEREAS, Land Use Hearing Officer is an attorney who was selected through the County's procurement process to provide land use hearing officer services; and

WHEREAS, the LUHO represents that they are an active member of, and in good standing with, the Florida Bar; and

WHEREAS, the County desires to contract with the LUHO for the services as further set forth herein, as such services will inure to the benefit of the citizens of Polk County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the County, the LUHO agree as follows:

1. The LUHO is hereby appointed to serve a term of two (2) years beginning January 1, 2026. This Agreement shall expire upon completion of the land use hearing officer services on December 31, 2027. The County or LUHO may terminate this Agreement without cause upon no less than thirty (30) days prior written notice to the other party. In the event of such termination, the LUHO shall complete any and all pending orders prior to the termination date set forth in the notice.

2. The LUHO shall faithfully perform the duties set forth in the Polk County Land Development Code. During the term of this Agreement, the LUHO shall not (i) hold any other

employment or contractual relationship whatsoever with Polk County, or hold other appointive or elective office or position in government during her term; or (ii) act as an agent or attorney in any proceeding, application or matter in the area of land use planning before any governmental authority of Polk County, involving property which is the subject of an application during the time the LUHO is in office. Further, the LUHO and any firm with which they are or may be associated, is, for a period of one (1) year from the date of termination of this Agreement, expressly prohibited from acting as agent or attorney in any proceeding, application or matter before any commission, board, agent or other office of Polk County government, involving property which was the subject of any application during the time the LUHO was in office.

3. Compensation.

(a) The County shall compensate the LUHO through payment to LUHO at the rate of one hundred fifty dollars ($150) per hour for actual time spent at hearings by the LUHO. Hearings shall mean a hearing set in accordance with the Code, noticed to the public, at which an agenda is followed.

(b) Additionally, the County shall compensate the LUHO through payment to the LUHO at the rate of one hundred fifty dollars ($150) per hour, with a cap of three (3) hours per case, for actual time spent by the LUHO for any task completed outside of the hearing date that is germane to the hearing of a case including, without limitation, the review of the case file and staff report, research, site visits, and drafting and issuing written orders. Notwithstanding the above stated cap, the LUHO shall complete all necessary tasks outside of the hearing to finalize orders for cases at no additional cost to the County, unless otherwise authorized to exceed the above stated cap in writing by the Polk County Land Development Director.

(c) The cap stated in subsection (b) above shall not apply to appeals of Administrative Decisions, Administrative Determinations including Non-Conforming Rights Determinations, and Waivers, all as defined in the Code.

(d) The County shall compensate the LUHO through payment to the LUHO for the LUHO's attendance at an initial training meeting with County staff to review the Land Development Code at the hourly rate specified in subsection (a) above, not to exceed three (3) hours.

(e) The LUHO shall not be entitled to claim any reimbursable expenses under this Agreement.

4. The LUHO agrees to submit billing to the County no later than twenty-one (21) days after each hearing date in which services have been provided by the LUHO. The LUHO agrees to submit billing to the County that contains a faithful recitation of time spent to the nearest tenth of an hour. The LUHO agrees to include in billing submitted to the County pursuant to this Agreement, the land development case numbers, the names of the respective property owners, and the hearing date on which services were provided.

5. The LUHO agrees to maintain a system of bookkeeping and accounting which shall produce an adequate account and record of the services rendered pursuant to this Agreement. The County shall have the right to inspect and audit such books, accounts and records of the LUHO to determine their accuracy. If the County determines at any time the records of the LUHO do not allow for a proper audit of the services rendered to County, the County shall have the right to specify additional bookkeeping and accounting requirements which are reasonably necessary for a proper audit, and the LUHO shall implement same.

6. Billing and invoices shall be submitted to:

ATTENTION: Polk County Land Development Director
P.O. Box 9005, Drawer GM03
Bartow, Florida 33830

7. To the extent applicable, the LUHO shall be subject to the provisions of Section 112.3145, Florida Statutes, insofar as they relate to local officers. Such financial disclosures shall be filed with the Polk County Supervisor of Elections. The failure to comply with the provisions of this Section shall constitute just cause for immediate removal of the LUHO from office, without regard to the notice provision set forth in Section 1 above.

8. The LUHO shall disqualify themself from a particular case when it reasonably appears that they have a conflict of interest. When the LUHO disqualifies themself, the case shall be assigned by the County to another LUHO.

9. The LUHO shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the County.

10. This Agreement shall be construed in accordance with the laws of the State of Florida and venue shall lie in Polk County, Florida or in the Federal Middle District of Florida, Tampa Division, as appropriate. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other covenants, conditions or provisions contained herein.

11. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the County and the LUHO other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

12. In providing all services pursuant to this Agreement, the LUHO shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the LUHO, without regard to the notice provision set forth in Section 1 above.

13. **Public Records Law**

(a) The LUHO 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 LUHO 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 LUHO 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 LUHO 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 LUHO 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 LUHO or keep and maintain public records required by the County to perform the service. If the LUHO transfers all public records to the County upon completion of this Agreement, the LUHO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LUHO keeps and maintains public records upon completion of this Agreement, the LUHO 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 LUHO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LUHO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

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

14. This Agreement contains all of the terms and provisions agreed upon by the parties. Any alterations variations, amendments, waivers, or modifications must be in writing and duly executed by the parties.

15. 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.

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:
STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By: _____
Martha Santiago, Ed.D., Chairwoman
Board of County Commissioners

Date Signed By County: _____

Reviewed as to form and legal sufficiency:

12/11/25
County Attorney's Office Date

Print Name: Tasfim Rahman
Witness #1

Print Name: _____
Witness #2

LUHO: _____

Print Name: Janet McDonald

Date: 12/11/25

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFI 25-590 PROJECT NAME: Land Use Hearing Officers

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.**

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

Company Name: _____

Janet A. McDonald Attorney 11/25/25

Signature Title Date

STATE OF: Florida

COUNTY OF: Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of November, 2025, by Janet McDonald (*name*) as Attorney (*title of officer*) of N/A (*entity name*), on behalf of the company, who ☐ is personally known to me or ☒ has produced Florida Driver License as identification.

Notary Public Signature

Notary Public State of Florida
Dustyn L Bassford
My Commission
HH 222259
Exp. 1/31/2026

Dustyn L Bassford
Printed Name of Notary Public

HH222259
Notary Commission Number/Expiration

Janet McDonald
physically appeared before me.

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFI 25-590, Land Use Hearing Officers

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 25 day of November, 2025.

ATTEST: CONTRACTOR:

By: Janet A. McDonald
PRINTED NAME: Janet A. McDonald
Its: _____

By: _____
PRINTED NAME: _____
Its: _____

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 Janet A. McDonald (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

Janet A. McDonald

SIGNATURE

Janet A. McDonald

PRINT NAME

Attorney

TITLE

11/25/25

DATE

Polk County

Board of County Commissioners

Agenda Item R.36. 12/16/2025

SUBJECT

Approve the 2025-2028 Collective Bargaining Agreement between the Polk County Board of County Commissioners and Imperial Polk County EMTs and Paramedics I.A.E.P. LOCAL 917 R-5 SEIU/NAGE

DESCRIPTION

The 2025-2028 CBA results from successful bargaining sessions between Polk County and the IAEP Bargaining Unit. Some of the highlights include:

1. Article 19 - Hours of Work and Overtime: On or before the first full pay period after October 1, 2026, the County will transition bargaining unit members from a 56-hour work week schedule to a 48-hour work week schedule regardless of vacancy levels. The 48-hour work week schedule will be 24 hours on followed by 48 hours off with a 24-hour Kelly Day every 7th shift for a 21-day cycle.
2. Article 20 - Rates of Pay: FY: 2526, each step in the pay scale will be increased 2% to reflect a Cost-of-Living Adjustment and then advance one step. FY 2627, members will advance one step. FY 2728, each step in the pay scale will be increased 2% to reflect a Cost-of-Living Adjustment and then advance one step.

RECOMMENDATION

Approve the 2025-2028 Collective Bargaining Agreement between the Polk County Board of County Commissioners and Imperial Polk County EMTs and Paramedics I.A.E.P. LOCAL 917 R-5 SEIU/NAGE.

FISCAL IMPACT

Funding is available for all increases, as stated in the Collection Bargaining Agreement within the Fire Fund.

CONTACT INFORMATION

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Assistant County Attorney
863-534-6436

COLLECTIVE BARGAINING AGREEMENT

Between

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

and

Imperial Polk County EMTs and Paramedics
I.A.E.P. LOCAL 917 R-5 SEIU/NAGE

Expires September 30, 2028

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PREAMBLE

THIS AGREEMENT is entered into between POLK COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "County", and the INTERNATIONAL ASSOCIATION OF EMT'S AND PARAMEDICS, LOCAL R5-917, SEIU/NAGE, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. It is understood that the County is engaged in furnishing essential public services, which vitally affect the health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE I
RECOGNITION and DEFINITIONS

The County recognizes the Union as the exclusive bargaining representative in accordance with Chapter 447, Florida Statutes, as amended, in accordance with the Certification number 1544 from the Florida Public Employees Relations Commission dated May 2, 2005, for all regular full-time and regular part-time employees employed in the following classifications: Paramedic; Paramedic-F.T.O.; Paramedic-provisional; Emergency Medical Technician; and Medical Transport Specialist. Excluded classifications are: Emergency Medical Services Director, Operations Manager, Medical Control Manager, Medical Supervisor, Medical Training Officer, Office Coordinator, Receptionist/Switchboard Operator I, Accounting Clerk, Administrative Supervisor, Stock and Supply Storekeeper, Emergency Medical Services Compliance Officer, Volunteer EMTs and Paramedics, Temporary Part-Time employees, and all other employees of the County.

EMPLOYEE DEFINITIONS:

Employment status definitions are codified and defined in the County's Employee Handbook, Section 3.01.

ARTICLE II
REPRESENTATIVES OF PARTIES

Section 1. The County agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union in matters requiring mutual consent or other official action called for by this Agreement. The Union agrees to notify the County of the name(s) of such authorized representatives as of the execution of this Agreement and replacement therefore during the term of this Agreement.

Section 2. The Union likewise agrees that during the term of this Agreement the Union and the employees covered hereunder shall deal only with the County Manager or his designated representative in matters requiring mutual consent. The Union acknowledges and agrees that it will not attempt by any method to negotiate directly with the BoCC, and will not attempt to present information to the BoCC once negotiations for a new contract have begun. The Union agrees that in the event that the Union violates this Section 2, the County may seek injunctive relief in a court of competent jurisdiction in Polk County, and the Union will consent to the entry of such injunctive relief.

ARTICLE III
COUNTY'S MANAGEMENT RIGHTS

Section 1. Except as expressly limited by any provision of the Agreement, the County reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time re-determine, the number, location and type of its various operations, functions and services; the methods, procedures and policies to be employed; the modality of care and quality levels; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services from or to, either in whole or in part, any of its departments or other divisions or any other entity within or outside of Polk County government; to control and regulate the use of equipment and other property of the County; to select and direct the working force in accordance with requirements determined by the County; to create, modify or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, demote, discharge or otherwise discipline employees for just cause; to subcontract; and otherwise to take such measures as the County may determine to be necessary for the orderly and efficient operation of its various operations, functions and services. The union will be given an opportunity to voice their position to management or to the BoCC if sub-contracting or privatization becomes a serious consideration. If the County does decide to sub-contract or privatize any or all of its emergency medical service operations, the County agrees to bargain about the impact of such decision on the bargaining group, if the Union requests. Notice of such serious consideration of sub-contracting or privatization shall be given to the Union within at least two (2) weeks of any scheduled Board agenda to discuss such topic.

Section 2. If in the sole discretion of the County Commission it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, public employee strikes or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the County during the time of the declared emergency, provided that wage rates and other direct monetary payments shall not be suspended. During such emergency, no employee covered by this Agreement shall be discharged without just cause. Any such discharge occurring during such period shall be subject to the grievance procedure contained herein upon the conclusion of such emergency.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 1. A grievance is any dispute which may arise concerning the application, meaning or interpretation of this agreement which shall be settled in the following manner.

Section 2. All dues paying members who file a grievance shall be accompanied by a union representative at each step of the grievance procedure. However, nothing in this article shall require the union to process grievances from employees who are not dues paying members of the Union. Employees of the bargaining group who are not dues paying members may file grievances on their own behalf and will notify the union of their intent to file a grievance. Any threat towards an employee in an effort to prevent such employee from filing a grievance shall be a violation of this contract.

Section 3. The employee, either alone or accompanied by the representative, shall present the grievance as set forth below. Every effort will be made by the employees, the Union and the County to adjust grievances informally and promptly at the first step with his/her immediate supervisor.

Note: All grievances will be accompanied by the approved grievance tracking sheet which will be signed by each party at each step. It is expected that each written grievance will contain sufficient details for the reviewing manager to understand and respond to the issues involved. Only the original grievance (in its original state) will be passed and heard at each step of the process. However, if supporting evidence comes to light during the process (that could not have reasonably been discovered at the onset of the grievance), then such evidence may be introduced at any step of the process at which it is discovered. At this point, any official who has already heard the grievance has the option to rehear the grievance considering the new evidence, using the standard time lines for each party.

Step 1. The grievance shall be presented in writing to the employee's immediate supervisor within ten (10) calendar days from the time the employee or the Union knew or by reasonable diligence should have known of the event in question. The supervisor shall reach a decision and communicate it within ten (10) calendar days to the employee and his representative if one was present. **NOTE**: For clarification, an example of the time limits would be that if a grievance is filed on the 5th of the month, then the deadline for response would be the end of business on the 15th). If the supervisor's response is received after 5:00 p.m., the ten days will begin to run on the following day.

Step 2. If the employee is not satisfied with or does not receive a timely reply in Step 1, within ten (10) calendar days thereafter the grievance shall be presented in writing to the appropriate Deputy Fire Chief. The Deputy Fire Chief shall meet with the employee (and his/her representative where applicable) and reply in writing within ten (10) calendar days after receipt of the written grievance.

Decisions reached in Steps 1 and 2 shall not be used as precedents for any subsequent cases unless mutually agreed to the contrary in writing.

Step 3. If the employee is not satisfied with or does not receive a timely reply in Step 2, within ten (10) calendar days thereafter he/she or they may present the written grievance to the Fire Rescue Chief. The Fire Rescue Chief shall meet with the aggrieved employee (and representative, if applicable), within ten (10) calendar days after receipt of the written grievance and endeavor to resolve the grievance. The Fire Rescue Chief shall give a written answer within ten (10) calendar days of this meeting.

Step 4. If the employee is not satisfied with or does not receive a timely reply in Step 3, within ten (10) calendar days thereafter the grievance shall be presented in writing to the Deputy County Manager. The Deputy County Manager shall meet with the employee (and his/her representative, if applicable) within ten (10) calendar days of receiving such written grievance. The Deputy County Manager will then respond in writing within ten (10) calendar days of meeting with the employee.

Step 5. If the Union or the employee is not satisfied with the Deputy County Manager's resolution of the matter, he/she or they may proceed to those procedures and conditions of Article V (Arbitration).

Section 4. Time limits may be extended upon mutual consent in writing by the employee or the Union and the County. The Deputy Fire Chief, the Fire Rescue Chief and the Deputy County Manager may appoint designees to handle grievances on their behalf.

Section 5. The Union may present a reasonable number of witnesses if it so requests when the matter is taken to Step 3 of the grievance procedure.

Section 6. Fire Rescue Division management will notify the union (in writing) when a grievance is filed by anyone in the bargaining unit.

Section 7. Nothing in this Article shall preclude the Union from taking a matter to the Public Employees Relations Commission in an appropriate case.

Section 8. For bargaining group personnel. Article IV supersedes the Employee Handbook grievance procedure in all cases. EXCEPT when the issue is Termination, Performance Improvement Probation, Suspension Without Pay, or Involuntary Demotion. When a bargaining group employee is recommended for termination, performance improvement probation, suspension without pay, or involuntary demotion, such employee has only ONE of the following two choices. The employee cannot go from one option to another once the process has been selected by the employee.

1. He/she may initiate a "contractual" grievance, which may allow them to eventually go to arbitration (Article V), if necessary, and if the issue meets all requirements to

go to arbitration. In this case, the grievance must be filed starting at Step 3 (Fire Rescue Chief) within ten (10) calendar days of the recommendation for such disciplinary action, but the action may take effect immediately when the employee is given notice of such disciplinary action. This means' for example, if an employee is terminated, the termination may take place immediately, and there is NO provision for the employee to be placed on PAID suspension during the rest of the entire process. However, if the decision to terminate (for example) is over-turned during the process, the employee may be reinstated and may be eligible for back pay to the date of termination.

OR

2. Within seven (7) calendar days, the employee may choose to request a Pre-Disciplinary Hearing under the terms and conditions of the Employee Handbook, Sections 13.01 and 13.02, which does provide that the employee may be placed on PAID suspension until such time as the Hearing Officer makes his/her decision. If this option (2) is selected by the employee, then the next and ONLY other administrative redress (appeal) they may seek is a hearing in front of the Appeals Council, per Employee Handbook section 13.03 (and under procedural rules, section 13.05).

Section 9. For purposes of this Article, if the last day for either party to respond to the other or perform an act falls on a Saturday, Sunday or a holiday recognized under this Agreement, the time will be extended to the next business day.

ARTICLE V
ARBITRATION

Section 1. Only grievances which satisfy each of the following conditions are subject to arbitration hereunder.

A. The written grievance and written demand for arbitration clearly identifies the section of provisions allegedly violated and the remedy or correction requested. The phrase “all other sections/articles that may apply” shall be a nullity, and the party requesting arbitration will be limited to arbitrating and presenting evidence only with respect to the section(s) of the contract identified in the grievance.

B. A demand for arbitration has been made in writing within thirty (30) calendar days from and after receiving the Deputy County Manager’s answer.

C. The grievance was processed within the time limits set forth in Article IV.

An arbitrator hereunder shall only have jurisdiction to determine whether or not the County violated the identified contract provision in the respect alleged in the written demand for arbitration.

Section 2. Where mutually agreed, grievances appealed to arbitration may be mediated within fifteen (15) days of either party requesting arbitration, and upon mutual

agreement, the parties will schedule a mediation conference to be held at the earliest available date. The parties shall mutually agree on the selection of a mediator. The mediation conference will normally be held in either the County or Union facility. Should the availability of a mediator unnecessarily delay the processing of the grievance in the opinion of either party, either party may request that the mediation step be bypassed and the grievance be scheduled for arbitration.

All written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that which has been presented in the grievance proceedings, however, the issue mediated will be the same as the issue the parties have tried to resolve through the grievance process. The rules of evidence will not apply, and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.

The County and Union spokesperson at the mediation conference may accept the resolution proposed by the mediator and such settlement or any other settlement resulting from the conference shall not be precedent-setting, unless both parties agree.

If no settlement is reached during the mediation conference, the grievance is subject to being scheduled for arbitration in accordance with this Article.

In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Any settlement proposal made by either party at the mediation conference shall not be referred to at the arbitration hearing.

The parties will share equally the costs associated with mediation.

Section 3. In the event that the parties cannot mutually agree on the selection of an arbitrator within ten (10) working days the party seeking arbitration may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or American Arbitration Association (AAA). The parties shall alternately strike the names from the list with the party initiating the grievance striking first and the remaining name shall be the arbitrator. The arbitrator shall promptly conduct the hearing on the grievance at which both parties shall be permitted to give
evidence and argument. The decision of the arbitrator shall be rendered in writing and shall be final and binding on all parties.

Section 4. The arbitrator shall neither add to, subtract from, nor modify the provisions of this contract. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.

Section 4.1. In case of a grievance involving any continuing or other money claim against the County, no award shall be made by the arbitrator which shall allow any amount for more than ten (10) calendar days prior to the date when such grievance shall have been submitted or the exact date the matter being grieved would have been known to the employee by the exercise of reasonable diligence. The arbitrator may render an award, in a grievance involving compensation, covering all compensable time affected by the grievance for the most recent pay period prior to the filing of the grievance.

Section 5. All fees and expenses of the arbitrator shall be incurred by the side that does not prevail. If the parties are unable to agree on which party prevailed at arbitration, they will submit a request to the arbitrator to determine which party is responsible for payment of the arbitrator's fee. Each party shall bear the cost of preparing and presenting its own case. Either party desiring transcripts of the arbitration proceedings shall bear the cost of the same.

ARTICLE VI
UNION STEWARDS and OFFICERS
RECOGNITION, RIGHTS, PRIVILEGES AND RESPONSIBILITIES

Section 1. Recognition
The County recognizes the right of the Union to designate Union Representatives and/or Stewards. The Union shall notify the County in writing of the names and contact information of its Union Stewards and officers and maintain such listing on a current basis.

Section 2. Rights, Privileges and Responsibilities

A. Union stewards have the right and responsibility to investigate grievances and to represent Union members at grievance proceedings. The exercise of such rights and responsibilities, however, shall not interfere with the County's mission to provide prompt, effective emergency services to the public.

B. Neither Union stewards nor officers shall investigate or otherwise handle grievances or conduct other Union business during working time without the express consent of their Deputy Chief, which consent shall not be unreasonably withheld. Working time is defined as times when the employee is supposed to be working. Working time includes the working time of the Union representative and any employee with whom the Union meal breaks, coffee breaks or other break periods subject to having to respond to an emergency at any time.

C. Although, due to the nature of the Fire Rescue mission, both the Union and the County agree that most grievances will be scheduled during off- duty time, release time will be provided whenever it is necessary and feasible to conduct such business on-duty. For instance, when a member exerts their Weingarten Rights, the County will not proceed with an investigatory interview until arrangements are made for appropriate steward representation, whether such steward is on-duty or off.

D. Union representatives will not use County telephones, email, computers, FAXs, vehicles, or other County equipment and/or supplies for Union business without the express permission of their Deputy Chief. Again, the use of such resources will not be unreasonably denied, but their use may not interfere with the prompt and effective delivery of mission services to the public. Further, Union representatives, upon request, may have access to documents to which the Union is legally entitled.

E. During the orientation period for new employees, the Union may offer new employees the opportunity to receive a Union orientation during one of the lunch breaks. Such offer to new employees may be facilitated through phone contact, mail invitation, or by personal invitation provided during one of the breaks or lunch periods taken during the orientation.

ARTICLE VII
PROHIBITION OF STRIKES AND LOCKOUTS

Section 1. Neither the Union, its agents or any of its members will collectively, concertedly, or in any manner whatsoever, engage in, incite, or participate in strike, sit down, stay-in, sick-out, slowdown, boycott, work stoppage, paper strike (deliberate failure to submit timely, quality, accurate, and complete medical reports, run tickets, incident reports and billing information), or sympathy strike against the County during the term of this Agreement; and the County agrees that during the term of this Agreement it shall not lock out any of the employees covered by this Agreement. It is further understood that the duly authorized representative(s) of the Union shall use their best efforts on behalf of the Union to actively encourage the employee(s) engaging in a violation of this section to cease such conduct.

Section 2. Employees found to have violated the terms of this article shall be subject to discipline up to and including discharge. Employees shall have the right to grieve discipline or discharge under this article only to the extent they claim not to have engaged in a violation of this article. Once participation has been established, the County's actions against the employee will no longer be subject to the grievance or arbitration procedure. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in any violations of this article. Regarding strikes and lock out, both the Union and the County acknowledge that either party has full recourse as the law provides in Florida Statutes, Chapter 447.

Section 3. The County and the Union recognize the duties performed by employees involve life and death situations. Failure to immediately transport patients to hospitals and other designated medical facilities, and respond from hospitals, other medical facilities or any other location to patients, can result in compounding problems of already ill and injured patients. Yet, it is also recognized that bargaining unit employees have the need to communicate with other Union employees who are engaged in serious job actions.

To meet both of these needs, the County and the Union agree that: (a) Under no conditions shall employees delay the transport of any patient because of a picket line or any other job action; (b) Under no circumstances shall employees delay response to a request for service due to any Union job action. Employees are expressly prohibited from delaying the response to any request for service or the provision of any care and or transport as required; (c) Employees may, after crossing picket lines to deliver patients, following such patient delivery, return to the picket line (providing it does not unduly interrupt service), and explain to the picket captains or other picketers why the picket line was crossed. Employees shall at all times remain available for dispatch by the County's Communication Center, and immediately respond to patients or stand-by post locations as required.

ARTICLE VIII
NON-DISCRIMINATION and GENDER

The County and the Union agree not to discriminate against any employee for their legal activity on behalf of the County or any Union; for their membership or non-membership in any Union; or because of age, race, color, national origin, religion, sex, disability, marital status, sexual preference or Veteran status.

The parties agree that the County's Equal Opportunity Office is the appropriate venue for employees to file initial complaints relating to sexual harassment or discrimination based on age, race, color, national origin, religion, sex, disability, marital status, Veteran status, or any other category protected by law.

Furthermore, the parties acknowledge that the County may take any action necessary to comply with the requirements of the Americans with Disabilities Act 1990, Title VII of the Civil Rights Act of 1964, as amended, the Family and Medical Leave Act of 1993, Section 1981 of the Civil Rights Act of 1866 or any other Federal, State or local law, rule or regulation relating to equal employment opportunity, and such action shall not be considered a violation of any provision of this Agreement nor shall such action be used as evidence of precedent or past practice in any subsequent action.

Regardless of the gender used in this Agreement the term shall apply to both male and female.

ARTICLE IX
EXISTING RULES AND PRACTICES

The County policies and procedures, including the Employee Handbook, Polk County Fire Rescue Clinical Care Guidelines, policies, procedures, memorandum or written guidelines are hereby incorporated by reference into this Agreement. Where there is a conflict between these policies, procedures, memorandum, written guidelines or Employee Handbook and the express terms of this Agreement, the Agreement will prevail. The Union agrees that such policies, procedures, memorandum, written guidelines and Employee Handbook may be formulated, amended, revised and implemented at the sole and exclusive discretion of the County; provided, however, that such formulation, amendment, revision and implementation will be neither arbitrary nor capricious. Relative to any such changes, the Grievance and Arbitration provisions of this agreement shall be limited to whether or not such changes are arbitrary, capricious and/or violate the express terms of this Agreement. Any such grievance shall be initiated, in writing, at the third (3rd) step of the Grievance procedure within ten (10) calendar days of the change(s) being implemented. To the extent required by law the County will engage in impact bargaining; provided that such bargaining must be requested within ten (10) calendar days of notice under this Section or the bargaining obligation is waived.

ARTICLE X
PROBATIONARY PERIODS

Section 1. The initial probationary period for persons employed under this Agreement shall be twelve (12) months from the date of hire provided, however, the initial probationary period may be extended an additional six (6) months at the discretion of the Fire Rescue Chief. During such probationary period the employee may be discharged or otherwise disciplined without recourse to the grievance procedure.

Section 2. Employees requesting and/or being selected for promotion, lateral transfer, or voluntary demotion may be required to serve a "trial period". The "trial period" is a time of evaluation in which the hiring supervisor reviews the work performance of the individual. However, an employee who requests a voluntary demotion to a position which he/she previously occupied as a non-probationary employee within The Division shall not be required to serve a trial period. For promotions a person shall serve a "trial period" of six (6) months from the effective date of the action, which may be extended by the County for an additional six (6) months, provided such extension is neither arbitrary nor capricious and is documented in writing. Upon satisfactory completion of a promotional "trial period" the hiring supervisor shall submit the "Completion of Trial Period Evaluation" form and a Personnel Action Form (PAF). During such "trial period" the employee may be reduced to the highest available position below current position for which he/she is qualified and has previously held, provided such demotion is neither arbitrary nor capricious. During the trial period for proposed promotion from EMT to Paramedic, the employee will be paid at the applicable Paramedic rate of pay.

Section 3. Employees who receive two “needs improvement” (or) one “unsatisfactory” on their performance evaluation, shall be placed on six months performance improvement probation, provided they have not received prior Performance Improvement Probation relative to the rating areas in question during the evaluation year. An employee may not be given two “needs improvement” scores for the same incident. If an employee feels that their performance evaluation is unfair, they may use the grievance procedure set forth in Article IV. However, such grievance regarding a perceived unfair performance evaluation may not be taken to arbitration. Only the disciplinary action (Performance Improvement Probation) itself can be taken to arbitration.

ARTICLE XI
SENIORITY

Section 1. County Seniority

County seniority shall be defined as an employee's continuous length of service with the County from his/her date of hire.

Section 2. Polk County Fire Rescue Seniority

Fire Rescue seniority is defined as an employee's continuous, full-time length of employment within the Fire Rescue Division.

Section 3. The County shall post biannually a correct seniority list on the first business day of the week before station bids open. At the time of posting, the County shall deliver a copy to the Union.

ARTICLE XII
LAYOFFS AND RECALLS

Section 1. In the event of a reduction in force, initial probationary employees in the classification(s) affected will be laid off first. Then, within affected classification, employees who are currently or have been on any combination of any (2) performance improvement probations or suspensions without pay within the last year, shall be laid off next. Finally, employees within affected classification(s) will be laid off by seniority, with the least senior employees being laid off first. With the exception of employees who are laid off due to probationary status, the most senior regular full-time employees who are laid off may bump the least senior regular part-time employees within same job classification, provided they are more senior than the regular part-time employee they are to bump. The County will provide the Union with at least thirty (30) calendar day’s written notice prior to any lay-off. Employees who are laid off will be placed in the temporary part-time pool, and given first opportunity to work as employees are needed to fill in on a temporary basis. No benefits shall be accrued during the period of lay-off. Employees shall be recalled in reverse order of being laid off within a classification.

Section 2. Any employee who is laid off and is re-employed in a regular classified position within two years of the effective date of lay off shall be reinstated:

A. With no loss of seniority for accrual of sick or annual leave,
B. At a rate of pay comparable to others in the same job classification with a comparable length of service,
C. With a reinstatement of sick leave hours not paid at the time of termination, and
D. With immediate life and health insurance coverage, if allowable by current provider(s) contracts.

Section 3. Regular full-time employees who are laid off from County service shall have the option of receiving payment for accrued sick and vacation time in accordance with the County Employee Handbook at the time of lay off or retaining said time with the County for a period of no more than six (6) months.

ARTICLE XIII
SUBSTANCE ABUSE POLICY

The parties agree that the County's Drug Free Workplace Policy (as written in the Employee Handbook is applicable to employees in the bargaining unit); provided that the provisions of the Drug Free Workplace Policy relating to post-accident testing will remain in full force and effect and are incorporated into this Agreement by this reference. Should there be any change in the policy, the County agrees to notify the Union President in writing and give it an opportunity to impact bargain about the changes. If the Union does not request to bargain about the change(s) within then (10) calendar days after being notified, the change(s) will become effective on the eleventh (11th) day.

ARTICLE XIV
DUES CHECK-OFF and NOTICES

Section 1. The County shall deduct dues and initiation fees owed by the employee to the Union on a bi-weekly basis; provided that prior to such deduction the Union has provided the County with a signed authorization from each employee whose dues are to be deducted that such deduction is authorized, a copy of which is attached hereto and designated Exhibit "A". Deductions shall be made bi-weekly and forwarded to the Union within ten (10) days of said deduction. Checks for dues collections will be made payable to NAGE and mailed to 159 Burgin Parkway, Quincy, MA 02169, along with a list of members whose dues were collected. The County shall begin new dues deductions no later than the bi-weekly pay period, which follows 10 calendar days after receipt of such dues authorization.

Section 2. Notwithstanding anything herein to the contrary, any authorization for dues deduction may be cancelled by the employee upon thirty (30) days written notice to the Union. Within fifteen (15) days of such cancellation notice being received by the Union, the Union will forward a copy to the County's Payroll Unit in the office of the Clerk of the Circuit Court so that dues may be cancelled in a timely fashion. However, dues deductions will be cancelled immediately upon the employee's termination or upon

starting another job within the County that is not within the bargaining unit. The affected employee is responsible for notifying Payroll (in writing) upon accepting such position outside of the bargaining unit. Dues will be temporarily suspended and not deducted when employees are in a no pay status or lay-off.

Section 3. The County will strive for accuracy in providing dues deduction service, but in the final analysis both the County and the Union agree that the claim for and the payment of dues is a matter to be settled between the Union and its members. Any liability for dues deducted by the County and paid over to the Union will be borne by the Union and not by the County. Therefore, the Union will indemnify, defend, and hold the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer on account of payroll deduction of Union dues.

Section 4. Nothing contained herein shall require the County to deduct from a salary or be otherwise involved in the collection of any fine, penalty or special assessment.

Section 5. APPLICABILITY

The foregoing provisions shall be subject to applicable provisions of Federal and State Laws.

ARTICLE XV
BULLETIN BOARDS

The Union will be permitted to post notices on one standard size bulletin board to be furnished by the County for its sole use in each station location that bargaining unit employees are regularly stationed. All notices posted shall be signed by a union officer and shall contain nothing political, propagandizing or derogatory to the County and/or any of its employees or officials. Such notices shall be limited to:

1. Union meetings,
2. Union appointments,
3. Union elections,
4. Results of union elections,
5. Recreational and social affairs of union.

All other notices shall require the written approval of the Fire Rescue Chief or designee. If the parties disagree, the issue will be subject to the grievance procedure, starting at Step 2.

ARTICLE XVI
SAFETY AND HEALTH

The County and the Union agree to cooperate to the fullest extent concerning the health and safety of the employees and the services provided to the public.

Section 1. Safe Working Conditions and Employee Rights and Responsibilities

The County shall make reasonable provisions to ~~e~~nsure the safety and health of each employee during the hours of their employment. Employees recognize, however, that their profession has inherent safety hazards that are normal and expected for their line of work, and that they accept and receive special risk retirement benefits in recognition of this fact; therefore, they will faithfully and reasonably execute their duties in ensuring the safety of the public that they serve. Employees will be required to use all safety clothing and protective devices made available by the County and shall also be required to observe safety rules for their protection. An employee may be subject to disciplinary measures for failure to observe safety rules or for failure to utilize provided safety equipment. However, employees will not be disciplined if they refuse to use defective equipment that a reasonable person would deem an imminent and serious danger to their safety. Employees who become aware of hazardous conditions and/or unsafe equipment shall notify the on-duty supervisor as soon as possible. No employee will be subject to discipline for reporting a health or safety problem.

Section 2. Work Stations

Twenty-four (24) hour stations will be equipped by the County as follows: Shower, bathroom, one bed in good condition for each employee on shift, couch or comfortable chairs to accommodate the number of employees on shift, table with chairs, microwave, stove, refrigerator, kitchen sink, 1 DVD Player and/or basic cable television, and appropriate cooking utensils. At the request of an employee, the County will provide one mattress pad annually. All stations shall be equipped with air conditioning, heating, locks on all windows and doors for security and window coverings for privacy. Crew's quarters shall be kept clean and sanitary, and shall be maintained in accordance with all Federal, State, County and City laws and ordinances. Employees shall, prior to the end of each shift, perform housekeeping that maintains the station in a clean, functional and professional manner.

Section 3. Safety Representation

The Union shall be allowed one representative on the County Safety Committee. Employees who have non-urgent safety recommendations should communicate such suggestions to either their County Safety Committee representative or to one of the Union representatives on the Labor-Management Committee. Any recommendations forwarded by the Union representatives shall be advisory only, and shall not be binding on the County. Urgent safety matters should be reported immediately to the employee's immediate supervisor.

Section 4. Critical Incident Stress Debriefing

Professional and credentialed Critical Incident Stress Debriefing (CISD) shall be made available to any employee upon request. The Employer may require an employee to attend a CISD session following a recognized mass casualty or significant incident call. Any mandatory attendance shall be paid as hours worked. However, employees may voluntarily take advantage of the County's Employee Assistance Program (EAP) by accessing this resource at 1-888-238-6232 (current provider, Aetna EAP and phone number may be subject to change at County's discretion).

Section 5. Drive Cams

A. The primary purpose of Drive Cam is to provide coaching for safe driving and prevention of crashes through review of events which have activated the system.

B. Fire Rescue management may review any event which activates the Drive Cam system. Disciplinary action may be initiated to employees if viewed not wearing a seatbelt, smoking, or inappropriate use of a cell phone, PDA, or any other similar device, or any situation after an investigation determines that just cause exists. The driver in all situations and other crew member(s) while responding in emergency mode are expected to refrain from cell phone use.

Section 6. Annual Physical

All employees are required to have an annual medical examination including but not limited to blood test(s), hearing and vision exams, lung capacity exam, and EKG. In addition, all bargaining unit employees may elect to have an ultrasound medical examination conducted by a provider selected by the County's Procurement Department through a request for proposals. The scheduling of the annual medical examination will be done by the County and the scheduling will ensure that all employees covered by this collective bargaining agreement be given an opportunity to receive this examination while on duty. The employee is responsible for providing Fire Administration with timely documentation of their completed examination, and the provider selected by the Labor Management Safety and Health Committee will provide documentation to the Fire Rescue Administration whether the employee is fit for duty. Such determination shall be based upon a fitness for duty standard to be developed by the County with the cooperation of the Union. In the event that a bargaining unit employee incurs a work related injury and files a workers compensation claim with the County, or seeks treatment from the County Wellness Center, the Wellness Center will be entitled to receive a copy of any and all medical records relating to that employee that are in the possession of the provider selected to perform ultrasound scans. In that event, the bargaining unit employee will be required to execute such release or authorization as may be necessary to authorize the release of such medical records. The refusal of an employee to execute such release or authorization shall be grounds for immediate termination of employment, and the parties agree that such termination will not be subject to the grievance and arbitration provisions of this Agreement. In the event that a bargaining unit employee is requested to execute a release of the employee's medical records, the Fire Rescue Chief or his designee and the Union President will be notified.

ARTICLE XVII
ACCIDENTS

Section 1. Provided an employee is not found to have been willful nor negligent he/she shall not be held financially liable for damage to County vehicles or property while in the performance of normal duties. However, this is not intended to indemnify employees from disciplinary action for cause if such should be deemed appropriate.

Section 2. Provided that an employee is acting within the scope of their duties and is neither willful nor negligent, and meets the criteria for protection under Florida Statute, Chapter 768.28, then the County will defend the employee relative to financial liability arising out of a tort action covered under F.S., Chapter 768.28.

ARTICLE XVIII
DISCIPLINE AND DISCHARGE

Section 1. Just Cause

The County shall neither discipline nor discharge any employee without just cause.

Section 2. Code of Conduct and Progressive Discipline

The County and the Union recognize the concept of progressive discipline. The County shall normally follow progressive disciplinary procedures before discharging an employee. The County and the Union understand and agree that each individual case must be judged on its own merits. Single serious offenses or repeated offenses may call for discipline that is commensurate with the offense or totality of the situation and may not necessarily be based upon the premise of progression. Also, the parties agree that the concept of progressive discipline will not necessarily be applied to employees who are on initial probation. Management reserves full discretion over the employment status of employees who are on initial probation. However, discipline will at no time be either arbitrary or capricious.

Section 3. Medical Director

It is understood by the Union and by the County that all EMTs and Paramedics work under the license and with the approval of the Medical Director. Therefore, it is also understood that the Medical Director may at any time revoke any employee's privilege to work under such license as permitted by Florida Statues and Florida Administrative Code. There will be no administrative recourse to the Medical Director's decision and such a decision is not subject to the grievance and arbitration process. However, when the Medical Director revokes an employee's privilege the employee will immediately be placed on suspension with pay. The Union and management will meet within three calendar days to discuss and to determine whether or not they agree that the Medical Director's decision was arbitrary or capricious. If both parties agree that the decision was not arbitrary or capricious, then the employee will be terminated. If both parties agree that the decision was arbitrary or capricious, then the County will make a good faith effort to find another vacant appropriate job within the County to place such employee. If no such position is immediately available, the employee will be terminated, but will be considered for other appropriate positions which may become available in the future. The employee must be qualified and take the initiative to apply for such future positions. If the parties cannot reach a consensus whether the Medical Director's decision was arbitrary and capricious, the decision of the Medical Director will be final and binding on all parties. This agreement will recognize that a timeline of up to ninety (90) days is reasonable for disciplinary action.

Additionally when dealing with issues involving the Medical Director an employee may request that a Fire Rescue Deputy Chief be present during discussions(s). The Fire Rescue Deputy Chief will decide their status in such meetings.

Section 4. Investigations and Employee Action Forms (EAFs)

The County and Union recognizes the value and need for an established administrative investigation process that is committed to fair and thorough fact finding investigations.

The County will establish and publish a policy that outlines the complaint and administrative investigation process for employees. This will include a procedure for providing electronic notice of any discipline issued to a bargaining unit member pursuant to the Union's request for such discipline on a case-by-case basis. The County does not have any obligation to provide electronic notice of the discipline to Union personnel absent the Union's request for the notice for any individual matter.

Whenever a member covered by this agreement is subject to an administrative investigation, such investigation shall start within thirty (30) days after a person authorized by the County to initiate an investigation of the alleged misconduct has knowledge of the incident. The administrative investigation, including by Fire Rescue Administration and by County E.O. Office if applicable, must be complete and the subject employee notified of the result of the investigation within ninety (90) calendar days of initiating such investigation. If more time will be required to complete the investigation, the investigating officer shall explain, in writing, as to the need for the extension of the investigation to the union representative responsible for any and all union grievances. Nothing in this Section applies to a criminal investigation performed by a law enforcement agency. The administrative investigation may be delayed and the time requirements will be tolled during a criminal investigation. An administrative investigation is officially initiated when the subject employee has been noticed by the investigating official, unless such notice would reasonably compromise the investigation, in that case the investigation is officially initiated upon being authorized by the Fire Rescue Chief or designee. The investigation will officially cease upon the written findings being approved by the Fire Rescue Chief or designee.

Normally, in imposing any disciplinary measure, management shall not consider any written counseling which occurred more than 18 months previous or reprimands, suspensions without pay, probation or demotion more than two years previous to the current violation(s). However, preventable vehicle accidents will be handled under the County Handbook and prior infractions past two years may be considered when such infractions are severe, such as, but not limited to sexual harassment, substance abuse, violent behavior, conduct involving moral turpitude violations or for infractions that reflect significant repetitive behavior. Verbal counseling(s) will not be used beyond one year unless the verbal counseling is attached as back-up to a follow-up formal counseling within that year and both are sent to the employee's official personnel file maintained by Human Resources.

Section 5. Suspensions During Investigations

During an administrative investigation that may lead to termination or other discipline of an employee, the County has full discretion regarding whether to keep an employee working, or to suspend the employee with pay during the investigation. While on suspension with pay, an employee is obligated to contact their immediate supervisor (or their specifically designated County representative) at 8:00 AM and again at 5:00 PM on each of their regularly scheduled shifts, and to remain available and to report to duty when instructed to do so. Failure to comply with these conditions may result in loss of pay during such suspension.

Whenever a member covered by this agreement is subjected to a criminal investigation the County has full discretion regarding whether to suspend the employee with pay or without pay during the criminal proceedings. If the County places an employee on suspension without pay and the state or federal prosecutor does not file charges, the employee will be made whole unless the County Administration determines that the employee violated a BOCC or Fire Rescue policy and takes disciplinary action.

Section 6. Discharge Notices

Discharge must be by proper written notice to the employee. It is the employee's responsibility to provide notification to the union in a timely manner if they desire representation. The County will provide an electronic copy of the written notice to the designated Union representatives if the Union submits a written request to the Fire Chief's designee requesting the notice.

Section 7. Employees Engaging in Sexual Conduct on Duty

An employee who is found to have engaged in sexual activity while on duty or using County property for such conduct shall be subject to immediate termination. In that event, whether or not the employee has engaged in sexual activity in violation of this Article shall be subject to the grievance and arbitration procedures of this Agreement, but the decision as to the disciplinary penalty for an employee who engages in such conduct will not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XIX
HOURS OF WORK AND OVERTIME

Section 1. It is the intent of the parties that on or before the first full pay period after October 1, 2026, the County will transition bargaining unit members from a 56-hour work week schedule to a 48-hour work week schedule regardless of vacancy levels. The 48-hour work week schedule will be 24 hours on followed by 48 hours off with a 24-hour Kelly Day every 7th shift for a 21-day cycle. The County will implement the Kelly Day on October 1, 2026. Nonetheless, following the Board of County Commissioners' approval of the positions necessary to maintain the 48-hour work week, the County will implement the Kelly Day within 60 days of reaching a two percent department wide vacancy rate if this occurs on or before August 2, 2026.

By January 1, 2026, the County will create a committee consisting of a representative from the County Manager's Office, the Fire Chief or designee, and the Union President to assess the feasibility of implementing a D shift following the expiration of this Contract.

Section 2. The County has the right to require bargaining unit employees to work overtime, when in the sole judgment of Fire Rescue Administration, overtime work is necessary to the efficient operation of the Fire Rescue Division. All employees will be eligible to be paid at one-and-one-half times their regular hourly rate for all hours worked in excess of forty (40) hours per week.

Section 3.. If called upon to hold over and work overtime, the employee is expected to do so until a replacement is on duty and the employee is released to go home. If, in the opinion of the Deputy Chief, it is not safe to hold over an employee in his/her current duty assignment because of the volume or nature of calls on his/her shift, the County may excuse the employee from holding over and select the next employee on the mandatory overtime list; or alternatively, may switch the employee with an employee working at a station with lower call volume. In either case, the decision of the County will not be precedent setting, and will not be subject to the grievance and arbitration provisions of this Agreement. Employees who are held over involuntarily will be paid at the emergency overtime rate. Management will make a good faith effort to find a replacement and to notify employees of the need to hold over as soon as reasonably possible. Failure of an employee to hold over and work overtime or failure to work overtime during an emergency when required and called upon shall be good cause for disciplinary action.

Section 4. All vacancies to be filled by overtime shall be filled as outlined in the most current posting of the Staffing and Mandatory Overtime Memorandum.

Section 5. Bargaining unit EMT'S and Paramedics shall be allowed to work MOT and VOT on Fire Rescue units if the Division is unable to fill the identified shift vacancy with dual certified personnel.

ARTICLE XX
RATES OF PAY

Section 1. The following compensation plan will be in effect for the 2025-2026 fiscal year:

Fiscal Year October 1, 2025-September 30, 2026

Effective the first full pay period after October 1, 2025 or the first full payroll period after ratification by both parties, whichever is later, all eligible employees shall receive a two percent (2%) Cost of Living Adjustment ("COLA") and then advanced one step in the existing 13 step pay plan.

All bargaining unit members are eligible for the above identified pay increases except in those cases where:

- The employee is on a Performance Improvement Probation;
- The employee is in a "non-paid" status due to receiving workers' compensation; or

- The employee is on a “non-paid” leave of absence.

Employees who are at the maximum pay for their pay grade will receive a one-time lump sum payment.

The pay plan is attached as Appendix A.

Fiscal Year October 1, 2026-September 30, 2027

Effective the first full pay period after October 1, 2026, or the first full payroll period after ratification by both parties, whichever is later, all eligible employees shall advance one step. There shall be no across the board COLA increase for the fiscal year.

All bargaining unit members are eligible for the above identified pay increases except in those cases where:

- The employee is on a Performance Improvement Probation;
- The employee is in a “non-paid” status due to receiving workers’ compensation; or
- The employee is on a “non-paid” leave of absence.

Employees who are at the maximum pay for their pay grade will receive a one-time lump sum payment.

The pay plan is attached as Appendix A.

Fiscal Year October 1, 2027-September 30, 2028

Effective the first full pay period after October 1, 2027 or the first full payroll period after ratification by both parties, whichever is later, all eligible employees shall receive a two percent (2%) COLA and then advanced one step in the existing 13 step pay plan.

All bargaining unit members are eligible for the above identified pay increases except in those cases where:

- The employee is on a Performance Improvement Probation;
- The employee is in a “non-paid” status due to receiving workers’ compensation; or
- The employee is on a “non-paid” leave of absence.

Employees who are at the maximum pay for their pay grade will receive a one-time lump sum payment.

The pay plan is attached as Appendix A.

Section 2. INCENTIVES AND PREMIUM PAY

A. EMT INTRAVENOUS (IV) CERTIFICATION INCENTIVE

For those employees already having submitted their certification, or effective the second pay period following submission of proof of IV Certification for new certifications, the incentive rate will be twenty-five (25) cents per hour and will be added to the employee's current rate on an ongoing basis. However, in order to continue to receive said incentive, the employee's certification must remain current and the employee must use such skills upon demand.

B. FIELD TRAINING OFFICER (FTO) PREMIUM PAY

EMTs and Paramedics who are qualified under standards established by the Fire Chief or the Chief's designee, upon designation as a Field Training Officer ("FTO") will receive fifty cents ($0.50) per hour in addition to their current rate of pay for all hours worked in such capacity when they are not assigned a trainee. For all hours worked when assigned a trainee, the designated FTO shall receive $1.50 per hour. The FTO will not be entitled to both levels of premium pay for the times they are assigned a trainee. FTOs shall not receive the premium pay for any non-worked hours. This shall include, but not be limited to paid vacation or any other leave.

C. EMT TO PARAMEDIC PROMOTION BONUS

Polk County EMTs, who successfully pass the Paramedic training, attain a State of Florida Paramedic Certification and who are newly promoted to the regular bargaining unit position of Paramedic will be eligible for a one time $2,000 promotion bonus. Such employees will become eligible for payment of this bonus once they have successfully completed the initial Polk County Paramedic orientation period and are released by their preceptor and by management. The employee, however, will be required to sign a reimbursement agreement that stipulates that they must repay 100% of such bonus if they leave County employment or change to another non-Paramedic position within one year of receiving such bonus, or 50% of the bonus if they leave such employment between one and two years.

Section 3. SUMMARY OF RATES OF PAY

The County reserves the right to start new employees within the established pay ranges, based upon education, experience, skill and training, up to but not exceeding the mid-point of the range.

A 56-hour work week employee is anybody working a

24/48 schedule. A 40-hour work week employee is anybody regularly scheduled to work 40 hours per week.

Base yearly salary for 56-hour employees is determined by the hourly rate multiplied by 3328. 3328 is the multiplier used to determine this bargaining unit's yearly salary in one equation using the member's base hourly rate that includes FLSA governed overtime. This prevents the need to do the calculation of (hourly rate x 2080) + (overtime rate x 832) for the regularly scheduled 2912 hours a year.

3440 is the multiplier used to determine this bargaining unit's salary with paid holidays (10 holidays @ 11.2 hours per holiday) and FLSA governed overtime included. This is applicable to 56-hour employees only.

2080 is the multiplier used to determine this bargaining unit's salary when assigned to a 40-hour work week.

To convert an employee's 56-hour rate to a 40-hour rate for temporary assignments (Light Duty, Transitional Duty, Workers' Compensation), the employee's 56-hour rate should be multiplied by 3328 and then divided by 2080.

To convert an employee's 56-hour rate to a 40-hour rate for administrative assignments, the employee's 56-hour rate should be multiplied by 3440 and then divided by 2080.

Upon implementation of the Kelly Day, 56-hour employees shall be converted to a 48-hour work week. A 48-hour work week employee is anybody working a three-week Kelly Day schedule. A 40-hour work week employee is anybody regularly scheduled to work 40 hours per week.

Base yearly salary for 48-hour employees is determined by the hourly rate multiplied by 2496.

2080 is the multiplier used to determine this bargaining unit's salary when assigned to a 40-hour work week.

To convert an employee's 48-hour rate to a 40-hour rate for temporary assignments (Light Duty, Transitional Duty, Workers' Compensation), the employee's 48-hour rate should be multiplied by 2496 and then divided by 2080.

To convert an employee's 48-hour rate to a 40-hour rate for administrative assignments, the employee's 48-hour rate should be multiplied by 2496 and then divided by 2080.

Section 4. WORKING OUT OF CLASSIFICATION
EMERGENCY MEDICAL TECHNICIAN TO PARAMEDIC

EMTs that have received State of Florida Paramedic certification, possess current AHA ACLS certification and have successfully completed Polk County Fire Rescue Paramedic orientation and have been approved by the Medical Director are eligible for promotion to an open Paramedic position. Open full time Paramedic positions will be filled based on date of hire by Polk County Fire Rescue as a full time EMT. Full time Paramedic employees that have been moved to an EMT position and then subsequently reapproved by the Fire Rescue Medical Director to resume a Paramedic position will be eligible for such promotion behind all current full time EMT employees that have met the promotional criteria above. Full time EMT employees meeting the promotional requirements will be promoted to full time Paramedic positions(s) before any temporary part-time Paramedic employees.

EMT employees that have attained State of Florida Paramedic certification and have successfully completed Polk County Fire Rescue Paramedic orientation and have been approved by the Medical Director will be permitted to work Out of Class in the position of Paramedic when needed. When assigned to work OUT of Class, the employee will receive two dollars and fifty cents ($2.50) per hour extra for all hours that the employee worked Out of Class as a Paramedic. These employees are not permitted to swap time with a positioned Paramedic employee.

Section 2. INCENTIVES AND PREMIUM PAY

A. EMT INTRAVENOUS (IV) CERTIFICATION INCENTIVE

For those employees already having submitted their certification, or effective the second pay period following submission of proof of IV Certification for new certifications, the incentive rate will be twenty-five (25) cents per hour and will be added to the employee's current rate on an ongoing basis. However, in order to continue to receive said incentive, the employee's certification must remain current and the employee must use such skills upon demand.

B. FIELD TRAINING OFFICER (FTO) PREMIUM PAY

EMTs and Paramedics who are designated as qualified and who are assigned as a Field Training Officer (FTO) will receive a premium of one dollar and fifty cents ($1.50) per hour for hours actually assigned and worked as an FTO while training employees.

C. EMT TO PARAMEDIC PROMOTION BONUS

Polk County EMTs, who successfully pass the Paramedic training, attain a State of Florida Paramedic Certification and who are newly promoted to the regular bargaining unit position of Paramedic will be eligible for a one time $2,000 promotion bonus. Such employees will become eligible for payment of this bonus once they have successfully completed the initial Polk County Paramedic orientation period and are released by their preceptor and by management. The employee, however, will be required to sign a reimbursement agreement that stipulates that they must repay 100% of such bonus if they leave County employment or change to another non-Paramedic position within one year of receiving such bonus, or 50% of the bonus if they leave such employment between one and two years.

Section 3. SUMMARY OF RATES OF PAY

The County reserves the right to start new employees within the established pay ranges, based upon education, experience, skill and training, up to but not exceeding the mid-point of the range.

A 56-hour work week employee is anybody working a 24/48 schedule. A 40-hour work week employee is anybody regularly scheduled to work 40 hours per week.

Base yearly salary for 56-hour employees is determined by the hourly rate multiplied by 3328. 3328 is the multiplier used to determine this bargaining unit's yearly salary in one equation using the member's base hourly rate that includes FLSA governed overtime. This prevents the need to do the calculation of (hourly rate x 2080) + (overtime rate x 832) for the regularly scheduled 2912 hours a year.

3440 is the multiplier used to determine this bargaining unit's salary with paid holidays (10 holidays @ 11.2 hours per holiday) and FLSA governed overtime included. This is applicable to 56-hour employees only.

2080 is the multiplier used to determine this bargaining unit's salary when assigned to a 40-hour work week.

To convert an employee's 56-hour rate to a 40-hour rate for temporary assignments (Light Duty, Transitional Duty, Workers' Compensation), the employee's 56-hour rate should be multiplied by 3328 and then divided by 2080.

To convert an employee's 56-hour rate to a 40-hour rate for administrative assignments, the employee's 56-hour rate should be multiplied by 3440 and then divided by 2080.

Upon implementation of the Kelly Day, 56-hour employees shall be converted to a 48-hour work week. A 48-hour work week employee is anybody working a three-week Kelly Day schedule. A 40-hour work week employee is anybody regularly scheduled to work 40 hours per week.

Base yearly salary for 48-hour employees is determined by the hourly rate multiplied by 2496.

2080 is the multiplier used to determine this bargaining unit's salary when assigned to a 40-hour work week.

To convert an employee's 48-hour rate to a 40-hour rate for temporary assignments (Light Duty, Transitional Duty, Workers' Compensation), the employee's 48-hour rate should be multiplied by 2496 and then divided by 2080.

To convert an employee's 48-hour rate to a 40-hour rate for administrative assignments, the employee's 48-hour rate should be multiplied by 2592 and then divided by 2080.

Section 4. WORKING OUT OF CLASSIFICATION
EMERGENCY MEDICAL TECHNICIAN TO PARAMEDIC

EMTs that have received State of Florida Paramedic certification, possess current AHA ACLS certification and have successfully completed Polk County Fire Rescue Paramedic orientation and have been approved by the Medical Director are eligible for promotion to an open Paramedic position. Open full time Paramedic positions will be filled based on date of hire by Polk County Fire Rescue as a full time EMT. Full time Paramedic employees that have been moved to an EMT position and then subsequently reapproved by the Fire Rescue Medical Director to resume a Paramedic position will be eligible for such promotion behind all current full time EMT employees that have met the promotional criteria above. Full time EMT employees meeting the promotional requirements will be promoted to full time Paramedic positions(s) before any temporary part-time Paramedic employees.

EMT employees that have attained State of Florida Paramedic certification and have successfully completed Polk County Fire Rescue Paramedic orientation and have been approved by the Medical Director will be permitted to work Out of Class in the position of Paramedic when needed. When assigned to work OUT of Class, the employee will

receive two dollars and fifty cents ($2.50) per hour extra for all hours that the employee worked Out of Class as a Paramedic. These employees are not permitted to swap time with a positioned Paramedic employee.

ARTICLE XXI
OTHER BENEFITS

-Bargaining group employees covered by this collective bargaining agreement will enjoy the same benefits (including health, life and long term disability insurance) and on the same basis as similarly situated non-bargaining group employees, except where specifically noted in this article of this contract. A description of benefits provided to employees may be found in the Employee Handbook, Sections 7.00 GENERAL EMPLOYEE BENEFITS and 8.00 LEAVE BENEFITS, POLICIES AND PROCEDURES.

Section 1. Funeral Leave

Criteria for use of funeral leave will be the same as Employee Handbook Section 8.13. However, in addition to the 33.6 hours allowable for 56 hour employees, employees qualifying for funeral leave will automatically have an additional 14.4 hours paid out of their accrued sick leave account (or from their annual leave account if no credits are available in their sick leave account), so that they will be authorized two full consecutive shifts paid leave. Forty hour employees will automatically be paid an addition 16 hours in the same manner so that they will be authorized 5 consecutive paid days off. Employees needing more time off may request additional sick leave from their supervisor.

Leave with pay is provided for the regular full-time and regular part-time employee upon the death of a member of the employee's immediate family. Family for purposes of granting funeral leave is defined as: spouse, parents, children, brothers, sisters, grandparents, grandchildren, sons-in-law, and daughters-in-law of either the employee or the employee's spouse. In the event of the death of a step-parent, step-brother or step-sister, leave must be approved by the appropriate Department Director before funeral leave may be taken. The allowable funeral leave time is a maximum of twenty four (24) hours for regular full-time employees and twelve (12) hours for regular part- time employees. Fifty-six (56) hour personnel are provided thirty three point six (33.60) hours. Leave taken in excess of the allowable funeral leave time may be charged against the employee's sick leave credits.

Leave to attend the funeral of a friend or relative, other than immediate family as specified above, will be charged to accrued annual leave or leave without pay when no annual leave is available.

Section 2. Meeting Space

Once a quarter, the members if IAEP Local 917 Polk County Fire Rescue, will be granted space within the Fire Rescue Administration Building (Training Center) to conduct membership meetings as long as attendance by all employees at the meetings is on off-duty time. The use of the space shall be granted so long as a request for its use is made to the Fire Rescue Chief or designee no later than four (4) days prior to the date of the meeting(s) and so long as the requested space is not otherwise in use. Permission can also be withdrawn during any state of emergency as defined by federal, state, and local government; for example: in the event of a hurricane or other natural disaster.

Section 3. Subpoenas

Where an employee is subpoenaed to appear as a witness (or to give a deposition) in a legal or administrative proceeding that arises from a work related incident, the County Employee Handbook (Jury Duty and Witness Fees) applies; provided that:

1. It is understood and agreed the County Employee Handbook applies even if the employee is subpoenaed on a day that the employee is not scheduled to work; and
2. Employees subpoenaed pursuant to this section will be classified as on "Jury Duty", under the County's payroll system.

Section 4. Holidays

Ten (10) Holidays are provided annually:
New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day

If any holiday falls on a Saturday, it shall be observed on Friday; if it falls on a Sunday, it shall be observed on the following Monday. The Board reserves the right to reschedule holidays as deemed appropriate.

Should a holiday occur while you are on pre-approved annual leave you shall be given credit for the holiday and it will not be deducted from your annual leave.

Only regular full-time employees and regular part-time employees are eligible to receive holiday pay. Regular full-time 40-hour employees receive their regular rate of pay for eight (8) hours for holiday. Regular full-time personnel assigned to 24 hour shifts working a

56/48-hour schedule will receive eleven and two tenths/nine and six tenths (11.2/9.6) hours pay for a holiday. Regular part time employees working an average of no less than twenty (20) hours weekly receive four (4) hours for the holiday.

If an employee is scheduled in advance to work on a holiday, the employee shall receive the regular rate of pay for the scheduled work day and eight (8) hours [four (4) hours for regular part-time employees, or eleven and 2 tenths/nine and six tenths (11.2/9.6) for employees assigned to 24 hour shifts] for the holiday.

An employee must work his/her scheduled work day before and his/her scheduled work day following a holiday to be eligible for the holiday pay. Exceptions for sick leave may be considered with the following:

1 . Medical certificate; or
2. Written request from the Fire Rescue Chief

Annual leave or PTO may be used before and after a holiday with a prior approval of your supervisor.

Section 5. Annual Leave Accrual.

Annual leave shall be accrued and credited to an employee's account beginning with the date of employment. However, an employee may not use or be paid for the time accrued until after six (6) months of employment and successful completion of the initial probationary period. Time will be accrued each pay period based on regular hours earned the current pay period. Regular hours are defined as time worked and any authorized leave paid. Overtime and lost time hours are not included.

REGULAR FULL TIME PERSONNEL

All regular full-time personnel shall accrue annual leave as noted in the following schedule:

SERVICE TIME	BI-WEEKLY	ANNUALLY
From the first pay period Through 5th year anniversary	3.70 hrs.	12 days
From 6th year through 10th year	4.62 hrs.	15 days
From 11th year through 15th year	5.54 hrs.	18 days
From 16th year through 20th year	6.46 hrs.	21 days
After 20th year anniversary	7.71 hrs.	25 days

REGULAR PART TIME PERSONNEL

All regular part-time employees who average working at least twenty (20) hours per week shall accrue annual leave benefits at one half the rates of those accrued by full- time personnel in accordance with years of service.

REGULAR FULL TIME 56 HOUR SCHEDULED PERSONNEL

All regular full-time bargaining unit personnel on a 24-hour shift schedule shall accrue annual leave as scheduled below:

SERVICE TIME	BI-WEEKLY	ANNUALLY
From the first pay period Through 5th year anniversary	5.17 hrs.	12 days
From 6th year through 10th year	6.47 hrs.	15 days
From 11th year through 15th year	7.76 hrs.	18 days
From 16th year through 20th year	9.06 hrs.	21 Days
After 20th year anniversary	10.78 hrs.	25 Days

Upon implementation of the Kelly Day, all regular full-time employees on a forty-eight (48) hour weekly schedule shall accrue annual Leave as scheduled below:

SERVICE TIME	BI-WEEKLY	ANNUALLY
From the first pay period Through 5th year anniversary	4.43 hrs.	12 Days
From 6th year through 10th year	5.55 hrs.	15 Days
From 11th year through 15th year	6.67 hrs.	18 Days
From 16th year through 20th year	7.79 hrs.	21 Days
After 20th year anniversary	9.24 hrs.	25 Days

EXAMPLE: The sixth (11th, 16th, 21st) year begins the employee's anniversary date. The percentage of time earned each biweekly period will be based on the percentage of scheduled time paid the current biweekly period. Regular Hours is defined as time worked and any authorized leave paid. Overtime and lost time hours are not included. [Example: An employee who works eighty (80) hours one pay period accrues (3.70) hours during that pay period. That same employee has 72 hours worked and 8 hours lost time one pay period. He/she accrues 90% of the normally accrued time or (3.33) hours the current pay period. Payment of holidays, sick and annual leave, military leave, etc., will be considered normal scheduled time paid for accrual purposes. Lost time and overtime will not.

Any employee retiring or terminating shall be paid for accrued annual leave at the employee's current hourly rate of pay not to exceed a maximum of two hundred forty (240) hours for regular full-time employees, one hundred twenty (120) hours for regular parttime employees, three hundred thirty-six (336) hours for fifty-six (56) hour personnel, or two hundred eighty-eight (288) for forty-eight (48) hour personnel. In the event of the death of an active employee the survivors will be paid for the total hours of accrued annual leave.

Section 6. Sick Leave Accrual

Sick leave shall be accrued from the beginning of employment and may be utilized after three (3) full months of employment. All regular full-time employees shall accrue sick leave at the rate of 3.70 hours biweekly Fifty-six hour personnel shall accrue sick leave at the rate of 5.17 hours biweekly.

Upon implementation of the Kelly Day, all forty-eight (48) hour personnel shall accrue Sick Leave at the rate of 4.43 hours bi-weekly.

All part-time employees, who work less than forty (40) hours per week, but work a minimum of twenty (20) hours per week, shall accrue sick leave at the rate of 1.85 hours biweekly. This does NOT apply to temporary part-time employees.

Time is accrued based on regular hours earned the current pay period. See Annual Leave Accrual for example. All other part-time and interim employees shall not be entitled to sick leave benefits.

There is no limit on the number of sick leave hours which may be accrued by an employee.

Section 7. Long Term Disability and Life Insurance

The **Long Term Disability** plan provides a benefit of sixty percent (60%) of your salary up to $1,000/month after a one hundred eighty (180) day elimination period. This coverage is paid for by the County. The new employee will be eligible for this coverage after six (6) months of employment. If you would like **Additional LTD** coverage, you may purchase sixty percent (60%) of your salary above the $1,000/monthly benefit to a maximum of $6,000. Upgrading your LTD coverage in this manner will also reduce your elimination period from one hundred eighty (180) days to ninety (90) days. These benefits are subject to current contractual arrangements. The Certificate of Coverage will provide coverage details.

Section 8. Use and Request for Sick Leave

Sick leave may be used only for personal or family illnesses, doctor's appointments or for other related medical needs which prevent you from performing your assigned duties. Employee shall notify their supervisor of absences from duty by illness as early as possible before their scheduled reporting time for duty. The employee shall submit a request for sick leave to their supervisor according to policy for approval prior to use of sick leave or immediately upon returning to duty. When sick leave credits are inadequate to cover absences due to illness, the time off shall be charged to annual leave.

Use of sick leave for any purpose not specified below shall be considered misconduct and shall be grounds for disciplinary action. In other words, an employee is not entitled to take one day a month off just because they have accumulated a sick leave day. Although your supervisor may ask for a doctor's note prior to authorizing the payment of sick leave if there is excessive use of sick time, and with the approval of Human

Resources, normally you can expect to be required to provide medical documentation after you have used three (3) non-consecutive days in a twelve consecutive month period. Doctor's notes must be returned to Human Resources and NOT your supervisor. Supervisors may verify with the Human Resources that a Doctor's note has been returned. After you have exceeded the annual limit of absences without medical documentation, you will be subject to disciplinary action and denial of further use of sick leave benefits for absences without such medical documentation.

1. Upon retirement from the service of the County, because of disability certified by competent medical authority, an employee shall be entitled to use sick leave benefits accumulated to their account prior to the last day worked. Otherwise, employees are not normally allowed to use sick leave after notice of termination.
2. Personal injury or illness which prevents the employee from performing their assigned duties.
3. Personal medical, dental, or optical consultation or treatment. An employee is expected to report to duty upon completion of medical treatment unless otherwise prescribed by a medical authority.
4. Exposure to a contagious disease when there is reason to believe the disease may be transmitted by the exposed employee to others during the course of their duties.
1. Sick leave may be used for the illness, medical, dental, or optical appointments of the employee's spouse, dependent children, or any other financially dependent individuals. For *other financially dependent individuals*, proof of such financial dependence i.e., IRS tax deductible dependency, legal guardianship, etc., must be provided.

An **EXCEPTION** for use of sick leave to care for non-financially dependent parents of the employee may be considered under the following conditions: With approval by the Fire Rescue Chief, employees may use up to a maximum of eighty (80) hours of their accrued sick leave per calendar year to care for seriously ill parents who are not financially dependent upon the employee. However, this exception is limited to only serious illnesses for which employees qualify and use Family Medical Leave (FMLA), which is medically documented as a necessity.

It is the policy of the Board of County Commissioners to require a physician's release after having sustained an off the job injury; after undergoing surgery; to return from Leave of Absence, or any illness or disability in excess of six (6) weeks, with or without pay. However, a Department/Division Director or supervisor may require a medical release at any time they believe an employee's physical or emotional well-being is jeopardized. The employee's supervisor may at any time require verification of illness or disability from a physician. These medical releases and/or verifications must be sent directly to Human Resources. Supervisors may verify with Human Resources that medical releases and/or verifications have been returned.

Upon management's request an employee may be required to supply proof of sickness, injury or disability by submitting a doctor's excuse or receipt showing payment that medical services were rendered.

1. After three (3) non-consecutive sick leaves during a calendar year, or When, in the opinion of Management, there is a pattern or practice of sick leave misuse by the affected employee.

Section 9. Sick Leave Pool

Employees will be eligible to participate in a voluntary Sick Leave Pool as described in the County Handbook. The IAEP shall be permitted to appoint one (1) representative to the Sick Leave Pool Committee that administers the sick leave pool.

Section 10. Periods of non-accrual of sick leave.

Employees on Leave of Absence without pay shall not accrue sick leave during these periods.

Section 11. Sick Leave Reinstatement After Layoff or Military Leave

Sick leave will be adjusted to reflect that percentage of time not previously paid when an employee has returned to County employment within one year after being laid off from county service, or completion and satisfactory reinstatement after extended military leave.

Section 12. Payment for Sick Leave Upon Leaving County Employment

An employee that completes twenty-five (25) years of continuous service, uninterrupted full-time employment will be eligible for cash compensation of accrued sick leave hours at a rate of ¼ total hours up 500.

For example, an employee that retires at twenty-five (25) years of service and has 500 hours of sick leave accrued will be able to sell back 125 hours at their rate of pay on the day of their retirement.

Section 13. Personal Time Off (PTO)

After three (3) full months of employment, all regular full-time employees may use twenty-four (24) hours [forty (40) Hour Employees], seventy-two (72) Hours [fifty-six (56) Hour Employees], or forty-eight (48) hours [forty-eight (48) Hour Employees] per calendar year as Personal Time Off (PTO) - provided they have adequate sick leave hours in their account to cover the PTO time. All regular part- time employees may use twelve (12) Hours of PTO per calendar year. Regular part- time employees must average at least twenty (20) hours per week to qualify. PTO may be used in increments of less than a work day. PTO may be taken the day before or the day after a holiday. However,

all PTO must be approved in advance by the employee's scheduling supervisor. PTO is granted at the discretion of the employee's immediate supervisor.

PTO hours will be designated and accounted for separately, but will be deducted from an employee's accrued sick leave account. The use of PTO hours will NOT be considered when evaluating an employee's number of hours used relative to attendance performance. However, employees are responsible for monitoring their use of PTO. Any use of PTO hours in excess of the annual allocation will be a violation of this policy and any excess hours used will be deducted from an employee's vacation leave account or will be charged as lost time if the employee is not qualified for annual leave or their annual leave account is depleted. Employees are encouraged to call the Human Resources Office in advance of using PTO if there is any doubt concerning the number of PTO hours they have available. PTO hours not used the end of the payroll year will be carried over to another year.

Section 14. Military Leave

Under authority of Florida Statute 115.07, as revised, employees who are members of reserve or national guard units are eligible to receive paid leave up to seventeen (17) days per calendar year in order to attend active or inactive duty training. A shift of up to twelve (12) hours will be considered one day's leave, while shifts over twelve (12) hours and up to twenty four (24) hours will count as two (2) days leave.

It shall be necessary for an employee to present a copy of personal military orders to the Human Resources Division prior to using military leave in order to receive payment for such leave.

When the time used exceeds two hundred forty (240) working hours of annual leave of absence in any one (1) calendar year, all future leave may be charged to annual leave or lost time in compliance with the Leave Restrictions as designated in the Employees' Handbook. Use of annual leave for military obligations will be at the discretion of the employee.

Any employee called to active military service should notify, as soon as possible, his/her division director or department director. In order to facilitate approval of leave of absence, a copy of the employee's military orders should be provided. The first thirty (30) calendar days of active military service shall be paid at one hundred percent (100%) of the employee's normal rate. Following this thirty (30) days, the employee shall be paid the deficit, if any, between their military pay and their regular pay from the County. During the entire time of the employee's military leave, the County will continue to contribute to the Florida Retirement System as well as preserve all seniority rights, efficiency ratings, and promotional status. Employees may also continue their health and life insurance during their leave of absence. The County will continue to pay our share and the employee will be responsible for the remaining portion. If any employee isn't receiving a supplemental check from the County, arrangement should be made through Risk Management to make the premium payments. If an employee chooses to terminate coverage, they can reinstate immediately upon his/her return from active duty.

An employee who leaves County employment to serve in the Armed Forces of the United States and is discharged with an honorable discharge shall be re-employed to the same or an equivalent position provided the employee returns to the position within one (1) year of the date of discharge. There shall be no reduction of compensation, benefits, or seniority as a result of such service.

Section 15. Family and Medical Leave

Polk County is pleased to comply with the Family Medical Leave Act of 1993 (FMLA), and to extend to qualified employees the opportunity to take full advantage of the provisions of this federal legislation. Those who have been employed by the County for at least twelve months (12) months and have worked at least 1,250 hours during the previous twelve (12) month period are eligible to take leave under the Family Medical Leave Act of 1993. An eligibility year will be a "rolling" twelve month period measured backward from the date an employee uses any FMLA leave. As a covered employee, you are allowed up to twelve (12) weeks of leave per eligibility year for the following reasons:

1. Birth and/or care of employee's child (leave completed within one (1) year of birth).
2. Placement of a child with the employee for adoption or foster care.
3. To care for the employee's spouse, child, or parent with a serious health condition.
4. Because of a serious health condition that makes the employee unable to perform his/her job functions.
5. Active Duty Leave – an employee may take up to twelve (12) weeks of unpaid FMLA leave for any qualifying exigency (as defined by regulation) related to a spouse, son, daughter or parent's active duty or notification of an impending call or order to active duty in the Armed Forces in support of a contingency operation.
6. Service member Family Leave (Caregiver) – an employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to a total of twenty six (26) workweeks of leave during a twelve (12) month period to care for the service member. The leave is available during a single twelve (12) month period.

NOTE: The term *child* does not include an individual age eighteen (18) or over unless they are incapable of self-care because of a mental or physical disability that limits one or more of the *major life activities* as those terms are defined in regulations issued by the Equal Employment Opportunity Commission (EEOC) under the Americans with Disabilities Act (ADA).

When both a husband and wife work for the County, each is entitled to twelve (12) weeks per year for personal illness. However, for birth, adoption, foster placement, or care for a parent or child, the twelve (12) weeks will be shared by the husband and wife as desired,

within FMLA parameters. In no case will one individual be eligible for more than a total of twelve (12) weeks of FMLA leave per qualifying year.

Intermittent leave will not be allowed for childbirth or adoption. However, intermittent leave for serious illness may be taken when properly authorized to be medically necessary. If an employee requests leave based on planned medical treatment - for instance, full or partial days off for chemotherapy - the County may transfer the employee temporarily to an available alternative position with equivalent pay and benefits (for which the employee is qualified) to better accommodate recurring periods of leave.

Unlike regular LOA, when an employee must take unpaid leave under FMLA the County will continue to pay its established share of your health insurance coverage. The employee is responsible to continue to pay their share of insurance to the Risk Management Division on the first of each month. There is a thirty (30) day grace period. However, if an employee does not return to work after an FMLA leave for reasons other than a health condition or some other reason beyond the employee's control, the County may charge the employee retroactively for the portion of the health insurance premiums paid for by the County during the FMLA leave.

Also unlike regular LOA without pay, employees who take leave under FMLA, upon return from this leave, are guaranteed to be restored to their previous position or to be placed in an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Employees taking leave under FMLA can't lose any employment benefit accrued before they begin their leave. However, employees are not entitled to accrued seniority or employment benefits during leave or any right, benefit, or job other than that to which they would have been entitled had they not taken leave.

When a qualifying event such as a birth or planned surgery is foreseeable, employees are required to give the county at least thirty (30) days notice, or as much notice as is possible under the circumstances, of their intention to take leave. Employees are expected to make a reasonable effort to schedule any planned medical treatment so as not to unnecessarily disrupt County business.

A serious health condition is defined by the FMLA as a health condition that involves patient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider. If in-patient care is not required, a serious health condition must involve continuing treatment or supervision by a health care provider where the condition is incurable or so serious that if not treated it would likely result in a period of incapacity for more than three days, or the treatment is for pre-natal care. Voluntary or cosmetic treatments which are not medically necessary are excluded unless inpatient hospital care is required. Treatment for substance abuse is also included when inpatient care is required.

When an employee exercises his/her rights and requests leave under FMLA, the County requires a completed Polk County BOCC Request for Family Medical Leave form and a special Certification of Physician or Practitioner form prior to such leave being granted. It

is your responsibility to request these forms from your supervisor in advance. In order to qualify for leave to tend to a seriously ill spouse, child or parent, a health care provider must certify that third-party care is required or that the employee's presence would be beneficial to the patient.

FMLA leave may consist of either paid or unpaid leave. However, all available and appropriate leave credits must be used concurrent with FMLA until all leave credits are exhausted. Please refer to our sick leave policy which defines qualification for use of that benefit. For example, during maternity leave, sick leave may only be used for time that is medically necessary to be out. The rest of the bonding time only qualifies for use of annual leave and/or PTO. After all available and appropriate leave is expired, then any remaining FMLA may be used as unpaid leave. If it is established that leave taken by an employee qualifies under the act, then it may be designated as such. Based on information from the employee, every effort will be made to designate qualified leave as FMLA prior to taking such leave. However, although intermittent leave may apply, it will also be County policy to designate any qualifying leave of five (5) consecutive working days or more as FMLA leave. For instance, when an employee is out sick and calls his/her supervisor (as required by current policy), the supervisor will at that time determine FMLA eligibility based on information provided by the employee.

When an employee requests FMLA leave, the employee will be provided with additional information about his/her rights and obligations. Further, other than where specifically excepted by this policy, all other rights and obligations relative to taking sick leave, vacation, and unpaid LOA remain as covered by those respective policies in this handbook. Any employee requiring LOA immediately following FMLA must request and receive approval for such leave PRIOR to the expiration of FMLA leave.

Section 16. Medical & Prescription Drug Plan, Managed Behavioral Health Plan, Dental/Vision Plans and Life Insurance.

The County shares the cost of the Medical insurance benefit. The County **Health Plan** includes a self-funded Medical insurance benefit that offers three plan options. Following is a brief overview of the plans; however, the detail in terms of the plans are spelled out in each of the Summary Plan Descriptions:

There is an **Open Access EPO Plan** with office visit co-pays, a moderate deductible for other services and only in-network provider non-emergency benefits and there are two higher deductible consumer-drive plans (**Health Reimbursement Arrangement & Health Savings Account**) with both in/out-of-network provider benefits. The same co-insurance applies for all three plan options after the deductibles are met. There is a difference in premiums between the EPO and consumer-driven plans; however, they all include a **Prescription Drug Plan** and a **Managed Behavioral Health Plan**. Refer to the current insurance certificate for details. These benefits are subject to the prevailing contractual agreements.

Those who leave County employment will have the option to continue any applicable benefits they had at the time of separation through **COBRA**. However, those who retire from the County may continue their coverage under the County's **Retiree Benefits Program**. Employees are responsible for the premiums for these plans; however, for employees hired before January 1, 2009, the County does reduce this cost to the retiree by contributing 3% of the retiree's cost of medical insurance through the county for each full year that the former employee was employed with a Polk County agency. The maximum contribution that the County will provide to retirees at 3% per year is 75% of the total premium, and the employee must have a minimum 10 years of employment to qualify for this benefit ***or as amended by any local health care ordinance in the future***. Employees hired as of January 1, 2009 will not receive any contribution from the County toward their health insurance premium. **SPECIAL NOTE: Prior to their last day of work, all employees are strongly encouraged to meet with representatives of Human Resources to assess their potential retirement benefit participation. Eligible former employees who wish to continue their health insurance benefits MUST ENROLL IN THE RETIREE BENEFITS PROGRAM WITHIN 30 DAYS OF THEIR EMPLOYMENT TERMINATION DATE.**

There are also additional insurance benefits available to the employee on a voluntary basis. Currently there are **Dental and Vision Plans, and Supplemental Employee/Dependent Life Insurance available. There is no physical examination or medical underwriting required for these insurance benefits provided you apply within the first 30 days of employment. Thereafter, the application may be restricted to the Open Enrollment Period or a Special Enrollment Right based on a family status change, and medical underwriting may be required in some instances.**

There are also a few specialty insurance plans available to active employees such as Cancer, Non-work related Accident Universal Life and Hospital GAP/SHOP. These plans are offered but not sponsored by the County and the employee must pay the full cost of the premiums. The county offers payroll deductions for these plans and they may be continued after separation from the County. Human Resources will provide updated information to the employees as to current benefits available.

INSURANCE BENEFITS AND RATES ARE SUBJECT TO CHANGE ON AN ANNUAL BASIS.

Effective in the calendar year beginning on January 1, 2014, and in each calendar year thereafter, a bargaining unit employee will be entitled to a discount as provided in the County Wellness Plan from the employee's health insurance premium when that the employee certifies by affidavit that the employee: (1) does not use any tobacco products and will refrain from using any tobacco product; or (2) enrolls in and completes a smoking cessation program. The completion of a smoking cessation program will entitle the employee to the discount for the calendar year in which the employee completed the smoking cessation program or certified non-use of tobacco products. Those employees who use tobacco products and who do not enroll in and complete a smoking cessation

program will not be entitled to the discount. The decision whether or not to enroll in a smoking cessation program will be voluntary for each employee.

Section 17. Sick Leave Usage Incentive

If an employee uses zero (0) hours of sick leave during a calendar year, one additional day of annual leave will be added to the employee's annual bank in the first pay period of the following January. For 56-hour and 48-hour employees, the individual will receive an additional twenty-four (24) hours of annual leave. For 40-hour employees, the individual will receive an additional eight (8) hours of annual leave.

Section 18. Call Back Pay

Call-back is defined as time required of an employee to return to the job after having left the job site upon completing their normally scheduled work day. The first time an employee is called back to work during a stand-by shift because of an emergency, the employee shall be paid a guarantee of a minimum of three (3) hours at the overtime rate even if they do not actually work an entire three hours during their first call out. However, if the employee actually works more than three (3) hours during their first call- back in a shift, then they will only be paid at the rate of time and one-half (1 ½) for hours actually worked instead of the minimum guarantee. An employee is only permitted one (1) three (3) hour guarantee per shift. After the initial call-back per shift, any additional time(s) an employee is called back in the same shift, they will only be paid at the rate of time and one-half (1 ½) for hours actually worked. The call-back overtime policy is repeated for each shift the employee is called back to work. If the employee is called back to work and the time extends into the next shift, the employee's time is continued on the same basis as he/she began the most recent call back. The call back overtime policy will then go into effect the next time the employee is called back to work as long as the time called back is within another shift.

Regardless of whether or not they are officially on standby duty, occasionally employees may be called at home after their normal work shift to answer work related questions or to resolve a work related problem that does not require them to leave home and physically go to a work site. Under these circumstances the (non-exempt) employee being called will be paid a minimum guarantee of fifteen (15) minutes or time actually spent on the phone if the call lasts longer than fifteen (15) minutes. They will not be paid per the call-back policy under these circumstances and they will only be paid at the overtime rate if they actually work over forty (40) hours during that week, including the time spent on the telephone.

Part-time employees shall receive the overtime rate for hours worked in excess of forty (40) in a seven (7) day pay cycle.

Employees who are called out and work an excessive number of additional hours and want some recuperative time may be allowed to flex their time for the next work schedule. If he/she wants to use vacation or PTO time for those hours they must request to do so,

and if they have the time, the supervisor should approve that request. However, the use of vacation or PTO hours should be totally voluntary and at the option of the employee.

If the employee wants to use the recuperative hours and does not want to flex his/her time, nor do they want to use vacation or PTO leave, their time may be shown as APPROVED LOST TIME. This approval means that they are authorized to be away from the job and will not be paid for those hours, nor will those hours be held against them when completing annual evaluations.

Section 19. Transitional Duty – Return to Work Program.

This program is designed to facilitate early return-to-work in meaningful employment to employees who, due to injury or illness, are temporarily unable to perform the essential functions of their regular duty positions. If the injury/illness is work related, then this process will be facilitated by the Risk Management Division. If the injury/illness is not work related in nature, then this process will be facilitated through the Human Resources Division.

Employees who are unable to perform their regular job duties, either due to injury or illness, for a period longer than seven (7) calendar days, will be evaluated for a Transitional Duty position by the authorized treating physician.

Each Transitional Duty assignment will be limited to ten (10) weeks from the date of release, and is **NOT** intended as a permanent position. In the case of extenuating circumstances, with physician documentation, Transitional Duty may be extended to the maximum medical improvement date.

If permanent restrictions are assigned by the physician at the maximum medical improvement date, the employee may be allowed to continue to work in a transitional capacity for forty five (45) days, while attempts are made to identify alternative full-time or part-time positions, for which the employee would be qualified on a regular, non-transitional basis.

Transitional Duty placement is made solely at the discretion of Polk County. Employees released to work in a Transitional Duty capacity may be assigned by management to any position for which the employee is qualified. A Transitional Duty position does not need to conform to established pre-injury/illness job descriptions or be within the same department. The physician is expected to re-evaluate the employee for a release to his/her pre-injury/illness position at each follow-up visit.

All employment for Polk County is considered the primary employment of every employee. It is the expectation of Polk County that any outside employment shall not continue during any period of medical disability, unless suitable regular employment is not available with Polk County Government.

Either the Employer or the Employee may invoke the Family Medical Leave Act in lieu of Transitional Duty.

Section 20. Reimbursement for Damaged Personal Effects

Subject to the provisions of this Article, if a bargaining unit employee suffers damage to his/her prescription eye glasses (other than sunglasses), false dentures or wristwatch as a result of a Workers Compensation injury or a physical confrontation with a member of the public being served by that employee, the County will reimburse the employee for lesser of the replacement cost or the repair cost of the damaged property or the following limits:

Item	Maximum County Contribution
Watch	$50.00
Eyeglasses	$150.00 for frames $150.00 for each lens
Contact Lenses	$20.00 for each lens (hard lens only)
Retainers	$50.00
Dentures	$150.00
Hearing Aids	$1,000.00 for each hearing aid

In determining the replacement cost or repair cost of a damaged item, the replacement or repair cost will not exceed the original cost of the damaged item. Employees will not be reimbursed for damage resulting from normal wear and tear, negligence or misuse on the part of the employee, or from the employee's failure to use proper eye protection, where provided or required by the County. No item will be replaced or repaired more than one time in a calendar year.

Employees shall report damage to their immediate supervisor on the same day the damage occurs. Requests for reimbursement for repair or replacement of a damaged item shall be submitted to the Fire Rescue Administration, and shall be supported by adequate proof of such damage, the circumstances relating to the damage to the property, and proof of cost of repair or the original cost of the damaged item.

In the event of an injury covered by Workers Compensation, health, dental or vision insurance, then the Workers Compensation benefits or health, dental or vision insurance benefits will be primarily responsible for replacement or repair of eyeglasses, retainers, dentures or hearing aids.

Section 21. Cash Compensation for Annual Leave

During the fiscal year, a bargaining unit employee may request cash compensation in lieu of accrued and unused annual leave up to a maximum of fifty-six (56) hours for a fifty-six (56) hour employee or forty (40) hours for a forty (40) hour employee:

1. One hundred twelve hours (112) for fifty-six (56) hour employees are available in the employee's annual leave account;
2. The employee has or will be paid cash compensation in lieu of fifty-six (56) hours of annual leave within the pay period for which it is requested; and
3. A balance of fifty-six (56) hours remains in the employee's annual leave account after payment is made.

Following the implementation of the Kelly Day, an employee may request cash compensation for forty (40) hours (forty-hour personnel) or forty-eight (48) hours (forty-eight hour personnel) of accrued annual leave, provided:

1. Eighty (80) hours for forty-hour personnel or ninety-six (96) for forty-eight hour personnel is available in the employee's annual leave account.
2. The employee has taken forty hours (40-hour personnel) or forty-eight hours (48-hour personnel) within the calendar year prior to requesting payment.
3. A balance of forty hours (40-hour personnel) or forty-eight hours (48-hour personnel) must remain in the employee's annual leave account after payment is made.

Section 22. Transfer of Vacation to Sick

Any hours in excess of two hundred forty (240) for forty hour personnel, (three hundred thirty six (336) for 56 hour personnel) up to a maximum of 40 hours for forty hour personnel (56 for fifty-six hour personnel) in an employee's annual leave account as of the end of each payroll year, will automatically be transferred to their sick leave account provided they have not previously received cash compensation for 40 hours (forty hour personnel), (56 for fifty-six hour personnel). Any other hours in excess of 240 (120 for regular part time, 336 for bargaining unit personnel) will be forfeited. In the event of the death of an active employee, the survivors will be paid the total hours of accrued annual leave.

ARTICLE XXII
ASSIGNMENT DURING DISABILITY (Light Duty)

Light duty is governed by the Transitional Duty - Return to Work Program outlined in the Employee Handbook. In addition to that, any employee assigned by the County to a less strenuous position, due to health or disability, shall be paid his/her regular hourly

rate (or same step 40 hour rate if a 56 hour employee is assigned to 40 hour transitional duty schedule) for all hours worked and shall continue to be eligible for all fringe benefits pursuant to this Agreement. He/she shall continue to accumulate seniority during such disability (Light Duty) assignment.

ARTICLE XXIII
EXCHANGE OF DUTY

Employees are permitted to make within classification exchange of time utilizing the following guidelines. For clarity of this article, the person regularly scheduled to work in either the first half of the exchange, or the payback portion will be referred to as “A”, and the person working in their place will be referred to as “B”.

“A” and “B” must be of equal rank and/or specialty. Examples: EMT for EMT, Paramedic for Paramedic. However, If not of equal rank and/or specialty, “B” must at least be on the qualification list, and be approved to function in the position and/or specialty of “A”.

1. The exchange of duty must be at no additional cost to the County or the Fire Rescue Division.

2. Exchange of Duty Requests must be completed in TeleStaff for all exchanges in excess of one (1) hour.

3. The exchange must be entered in TeleStaff by 10:00 a.m. of the shift prior to the requested shift exchange to provide sufficient time to be pre-approved by “A’s” immediate supervisor.

4. Any contractual premium pay earned during the time period of the exchange will be paid to “A”.

5. If the “B” fails to report for duty, or needs to leave due to illness, or any other valid reason, “B” will be charged with the appropriate leave (straight time hour for hour).

6. If “B” sustains a job related “Workers Comp” injury and not capable of completing the shift, “A” will be charged vacation usage for the portion of the shift that “B” misses. If “A” does not have accrued vacation time, “A” will owe vacation time to the County (straight time hour for hour).

7. “B” is responsible for prompt attendance and proper conduct. “B” is responsible for completing duties, pre-plans, or any other activities that would be required of “A”.

8. Abuse of the "Exchange of Duty" may result in withdrawal of privileges.

9. In order for an exchange to be approved the requested exchange must be “closed”. That means that both “A” and “B” must indicate the date and time of the shifts that each will work for the other.

ARTICLE XXIV
CONTRACT BARGAINING UNDERSTANDINGS

Section 1: Separability

This Agreement shall be subject to all present and future applicable Federal and State laws, or Executive Orders of the President of the United States and other appropriate rules and regulations of bona fide governmental authority. Should any provision(s) become unlawful by virtue of the above, or by declaration of any court of competent jurisdiction, such action shall not invalidate the remainder of the Agreement. Any provision(s), which become unlawful by virtue of the above, or by declaration of any court of competent jurisdiction, shall cause the parties to meet and negotiate replacement provisions that are valid. Any provision(s) of this Agreement not declared invalid shall remain in full force and effect for the life of this Agreement.

Section 2: Amendments

Any changes to the Agreement shall be in writing and duly executed by the parties thereto.

Section 3: Bargaining Waiver and Zipper Clause

The parties acknowledge that during the negotiations which resulted in this Agreement, all had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are as set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters specifically referred to or covered in this Agreement.

Section 4. The exercise or non-exercise by the County or the Union of rights covered by this Agreement shall not be deemed to waive any such right or the right to exercise them in the future.

ARTICLE XXV
LABOR MANAGEMENT COMMITTEE

Section 1. The County and the Union agree to establish a Labor Management Committee.

Section 2. The purpose of this committee is to create a specific forum in order to periodically discuss general issues, including safety and health issues, and to resolve problems before they become bargaining issues. Such scheduled meetings are also intended to foster a harmonious working relationship between the parties. This committee, however, shall not have the power to alter this Agreement, nor negotiate new formal agreements, nor to resolve any grievances. This Labor Management committee shall meet at least quarterly to discuss and make recommendations on matters affecting the work place. The committee shall consist of three (3) employees and three (3) representatives from management. In order for the meetings to be effective, it will take a minimum of two (2) employees and two (2) management representatives to make a forum and for a meeting to take place. The date, time and place of meetings will be mutually agreed upon by the parties, and each party shall exchange an agenda at least one week prior to any scheduled meeting. Topics not on the agenda shall not be discussed without mutual consent of both parties. If urgent issues should arise between scheduled meetings, both parties are encouraged to informally communicate with each other, as necessary, so as not to allow significant issues to get out of hand before they can be addressed and resolved in a timely and mutually beneficial manner.

Section 3. Bargaining unit committee members may resolve their paid meetings attendance in one of three ways. They may either: (a) receive up to a maximum of three (3) hours paid time for attendance in a quarterly meeting if the meeting is conducted when they are off shift; or (b) they can arrange for a fully qualified temporary part-time employee (of same job classification) to replace them at their duty station if they are scheduled to be on shift during one of the scheduled quarterly meetings, and the County will allow the committee member employee to attend on-shift and they will pay for the temporary part-time employee for a maximum of three (3) hours; or (c) if the committee member employee is scheduled to be on-shift during one of the scheduled quarterly meetings, they may arrange a shift exchange agreement within the terms of the Shift Exchange Article in this Agreement.

ARTICLE XXVI
UNIFORMS

Uniforms will be provided by the County. Only the County issued uniform garments will be allowed to be worn. No substitutions will be acceptable.

New employees assigned 40 hour will receive a minimum of five (5) sets of uniforms, to include a jacket.

New employees assigned 56 hour will receive a minimum of five (5) sets of uniforms, to include a jacket.

The County will create an electronic sign-off sheet and the employee will execute confirming receipt of the new uniforms.

All employees will receive a badge and name tag at time of employment or promotion. Newly promoted employees will be provided with additional uniform items and insignia in accordance with established policies.

Uniforms will be provided through a County approved method. Employees may procure uniforms only through the approved method. Each bargaining unit employee will be allocated six hundred dollars ($600.00) per year to purchase all uniforms and accessories. Only the County approved uniform garments will be permitted to be purchased and worn.

The parties agree that the County will provide a Uniform Allowance for bargaining unit employees except Captains in the annual amount of five hundred dollars ($500) to be paid in two (2) two hundred fifty dollar ($250.00) payments; one at the end of March and the other at the end of September of each year of the current Collective Bargaining Agreement. This allowance is to be used for the commercial cleaning of uniforms and is not permitted to be used for home or station washing machines. The County recognizes that the Union has requested this allowance to prevent cross-contamination at the employee's home and therefore the County is to be held harmless for any home/duty-station cleaning of uniforms.

The use of alternate uniforms, including shirts documenting causes recognized by the Division or County will be at the Fire Rescue Chief’s sole discretion, The Fire Rescue Chief or the identified designee will provide written notice to the Union upon the approval of an alternate uniforms.

ARTICLE XXVII
USE OF AND PROCEDURES FOR REQUESTING ANNUAL LEAVE

Annual leave may be used for the following purposes:

1. Vacation leave,
2. Absence to transact personal business which cannot be conducted during other off-duty hours,
3. Illness, when sick leave has been exhausted.

During the first fourteen (14) days of December, the County will accept requests for leave and will schedule vacations during the coming year based on these requests, by seniority. Thereafter, requests for leave must be submitted to and approved by the scheduling supervisor at least one shift in advance, prior to the actual taking of normal annual leave. For emergency leave, prior approval by the scheduling supervisor is required, and such

request for emergency annual leave must be submitted immediately upon return from such leave.

All annual leave is granted at the discretion of the scheduling supervisor. While a supervisor will attempt to schedule vacations at the time most desired by the employee, the right to allot or change a vacation period is reserved to the scheduling supervisor. In the event of a disaster, it is understood and agreed that all scheduled leave approvals may be immediately canceled.

Violations of this policy could result in unauthorized absence and subsequent loss of pay, and/or disciplinary action up to and including termination.

A minimum two (2) EMT'S and two (2) Paramedics and a maximum of six (6) EMT'S and six (6) Paramedics will be allowed off for all forms of scheduled leave (examples: Annual, elective Military, elective Administrative, PTO, etc.).

ARTICLE XXVIII
PERSONNEL ASSIGNMENTS

Section 1. Personnel assignments are an operational decision. The Fire Rescue Chief or his representative may reassign personnel at any time provided, however, such reassignment is for a valid reason and not arbitrary nor capricious. Involuntary reassignment for cause will be subject to the grievance procedure. For voluntary change of classification and for station assignment opportunities resulting from ordinary circumstances, however the following rules/procedures will apply:

GENERAL AGREEMENT: Management reserves the right to determine staffing requirements and levels at any given time; to determine which positions will be made available for promotion, voluntary demotion, lateral transfer, or temporary station assignment; and when such positions will be filled.

STATION AND KELLY DAY ASSIGNMENTS: Requests for station assignments will be subject to the following conditions and procedures:

1 . Employees are allowed only one (1) request on file at any one time.

2. Employees are responsible for keeping their request current. If selected, per request on file, employees may not refuse reassignment.

3. Employees may withdraw requests at any time prior to being notified of a selection.

4. The County is not obligated to honor more than two (2) station requests within any two (2) year period, per employee. An employee who is on a performance improvement plan, or functioning as a trainee or Paramedic-Provisional on the last day of the bid cycle may not bid unless the employee has obtained written permission from the Fire Rescue Chief or their designee.

5. Selections will be made on the basis of Polk County Fire Rescue seniority, except that the Fire Rescue Chief reserves the right to make all final decisions. If the Chief selects an employee who is not the most senior, then he will justify such reason in writing. The Chief's decision may be challenged through the grievance procedure, and the issue will be whether such decision was arbitrary or capricious.

6. The County agrees to commit to two (2) station reassignments via the system per original vacancy. Original vacancy is defined as a vacancy occurring from an employee leaving the bargaining unit for any reason, or the addition of any newly authorized bargaining unit positions to any new or existing station. The Fire Rescue Chief may or may not use this process to assign stations beyond the commitment of two (2) changes per original vacancy, without setting a precedent.

7. Involuntary displacement of bargaining unit members will be handled through the use of a system whereby more senior individuals can select an assignment currently held by a more junior individual of equal rank and schedule. Individuals may only bump into a position that they are currently qualified and/or certified to hold.

Relative to this article, the two (2) station reassignments per original vacancy will be made prior to any selection from the promotion list or assignment of new-hires within the bargaining unit. Further, the County will notify the union in writing within seven (7) calendar days (holidays excepted) of any placement due to promotion, voluntary demotion, lateral transfer due to schedule change, or station reassignment within the bargaining unit.

For requests applicable to station assignment, employees may submit or change a request two times per year (first ten calendar days of November and June), or during special postings as needed. Changes in assignment due to a request should become effective beginning the first full pay period of January and July respectively, or as determined appropriate in the case of a special posting. Requests must be made on approved forms provided by the County and must be submitted to the Fire Chief or their designee via email. Requests not received under the above specified conditions will not be considered until the next request period

ARTICLE XXIX
MISCELLANEOUS

Section 1. Copies of Agreement.

The County will locate an electronic PDF copy of the current Collective Bargaining Agreement on a desktop at each Station at which bargaining unit personnel are stationed.

Section 2. Change of Employee Information

All employees are to notify Fire Rescue Administration and the Human Resources Division of any changes in address, telephone number or name promptly, but not more than ten (10) days of the change. Copies of all required up-to-date certifications and or licenses must be provided to Fire Rescue Administration and to the Human Resources Division prior to expiration of current certifications/licensure.

Section 3. Employee Personnel Files

All official personnel records relating to each employee shall be maintained with the Human Resources Division on their official personnel electronic imaging file system. Employees may contact the Human Resources Division to make arrangements to view or to obtain copies of their records, or to respond to items in their own personnel file. It is also recognized that certain temporary personnel files and confidential incident files may be maintained at Fire Rescue Administration. Other employee medical files are maintained in the Risk Management Division. An employee being issued an Employee Action Form (EAF) will have an opportunity to sign the EAF before it is placed in the employee's personnel file.

Section 4. Rules, Policies and Procedures

Rules, policies and procedures shall be in writing and provided to the employees and to the Union. Refer to the Existing Rules and Practices Article in this Agreement Rules shall be applied fairly and consistently to all affected employees.

Section 5. Certifications and Licenses

Ultimately, each employee is responsible for ensuring that they maintain all required certifications, licenses, immunizations, etc. However, the County will also make a good faith effort to remind employees of upcoming deadlines when they know about them and to notify employees of available in-house classes for maintenance of CEUs.

Section 6. Union Sticker

The County agrees that its Fleet Management Division will place one union sticker that is four (4) inches or less in diameter on all Polk County Fire Rescue ambulances. The sticker will be placed on the outside of the right window of the rear door in a spot that will not

obstruct the driver's view or cause a safety hazard. The County will not be responsible for defacement or removal of such stickers, but will replace them in the event that they are defaced or removed. The Union will provide a sufficient number of stickers at no cost to the County.

ARTICLE XXX
EDUCATION, TRAINING AND CERTIFICATIONS

Section 1. Continuing Education Classes

The County shall provide emergency medical service related continuing education classes at no charge to the employees. The topics and frequency shall be scheduled so that employees have adequate opportunity to meet the minimum number and types of classes necessary to maintain required certification. The County will supply employees with required documentation for biannual recertification for all County sponsored programs completed. These documents will contain Medical Director approval; proof of successful completion; date class completed; and assigned number of Continuing Education Units (CEUs). If the employee fails to complete the program specified, no CEU credit will be awarded. The Fire Rescue Medical Director will, at his sole discretion, determine the amount of CEU credit awarded for each general in-service and outside programs completed by Paramedics and EMTs. Employees desiring CEU credit for outside programs must submit a written request to the Office of Medical Direction within three (3) work shifts prior to the date of the program. Each request must include the following: (1) course outline or objectives; (2) instructor(s) and sponsoring agency; and (3) course brochure or flyer. However, the County will not pay for registration fees or time required to complete such outside courses which the employee voluntarily elects to take.

Section 2. Other Voluntary Classes Offered by the County

The general curriculum offered through the County's Organizational and Employee Development Division (OED) is also available to bargaining unit employees (see OED annual training catalog for details). However, participation in these classes is considered voluntary and is not considered time worked unless an employee is specifically mandated to attend a particular class or series of classes. Employees may attend these classes on their days off, or by making shift exchange arrangements, or by scheduling annual leave or PTO.

Section 3. Mandatory Job Related Training

The County periodically engages in mandatory training related to job duties. In addition to mandated classes directly related to Fire Rescue employment, the County will also provide any training mandated by OSHA, such as infectious disease, hazardous materials training or whatever may be mandated. Available class dates and times for each training module will be posted in all stations on a County provided bulletin board. The County will work to ensure this training is conducted in a manner that supports the mission of the Fire Rescue Division and does not overly burden the County's ability to provide service.

Training may be provided while employees are on duty, off duty or combination of both. The County will provide a schedule of any mandatory training in advance and allow some flexibility on when an employee attends a mandatory off duty training session. Mandatory off duty training will be considered time worked and compensated as such. Failure on the part of an employee to attend such training may lead to progressive disciplinary action.

Section 4. Tuition Reimbursement

Tuition reimbursement is governed by Florida State law. Refer to Polk County Employee Handbook Section 7.10 for details concerning tuition reimbursement. The exception to Handbook Section 7.10 relates to EMTs who wish to pursue their Paramedic certification (see section 5 of this article).

Section 5. Advanced Education Reimbursement Program for Paramedic Training

Regular full time employees who desire to pursue certification as a Paramedic must submit application to Fire Rescue Administration a minimum of 30 calendar days prior to the start date of class. If approved by Fire Rescue Administration and accepted by the school, the County will pay the tuition in advance instead of reimbursing after completion of the class. Fire Rescue Administration will determine the number of allocated participants based upon operational needs and available resources. In addition, the County reserves the right to determine which Paramedic programs are allowable under this article. Advanced reimbursement for tuition will not exceed the amount published in the State University System's educational literature except when the course taken is not available in that system. Documentation of successful semester completion must be provided before any additional advance payments. If an employee fails to obtain and provide such documentation, or leaves the paramedic program voluntarily or involuntarily during the semester, the employee will be liable to refund the County any such advanced payments the County made on the employee's behalf. Employees who participate in this program must sign an agreement, which includes as a condition of receiving advanced reimbursement, that they remain with the County for at least two years after completion of the paramedic program. Otherwise, the amount of money received or paid on behalf of the employee within 12 months of separation, whether voluntarily or involuntarily, must be refunded to the County.

Section 6. Certifications

As a condition of continued employment, employees are required to maintain currency in all certifications and licenses required by federal or state statute, rule or regulation and by their job description. It is the sole responsibility of the employee to comply with such regulations and requirements, including, but not limited to the application completion process, payment of fees, completing required educational requirements, providing all necessary documents and to do so in a timely manner in order to retain required licenses and certifications. It is the employee's responsibility to assure that copies of all certifications and licenses required for employment are current and on file with Polk County Fire Rescue Administration. The employee will deliver the original or a copy of

the certification or license to the Fire Rescue Administration during normal business hours. Fire Rescue copy facilities may be used by the employee to make necessary copies.

Section 7. Instructors

Employees who have obtained instructor levels in Fire Rescue related certifications may volunteer, and at management's discretion may be utilized by the County as instructors in continuing educational or public educational classes or training programs sponsored by the County. Employees who are utilized in this fashion will be eligible to be paid for time worked. Employees, who contract with outside agencies (hospitals, fire departments or districts, etc.) to teach a class or training program, will not be eligible to be paid by the County for such class or training program. Employees who do engage in outside employment are obligated to submit a Request for Outside Employment Form in order to avoid any conflict of interest issues.

ARTICLE XXXI
PROMOTIONS, LATERAL TRANSFERS, AND RECLASSIFICATIONS

Section 1. Bargaining unit employees will be permitted to apply to vacant positions that result in promotion, lateral transfer, or reclassification within the Fire Rescue Division for which they meet the minimum qualifications. The Fire Rescue Administration will develop an assessment process for filling each vacant position that shall apply uniformly to all applicants. In the event of ties, employment seniority in Polk County Fire Rescue shall be the deciding factor.

Nothing in this Agreement precludes the County from promoting or hiring employees from outside the bargaining unit or outside the County.

ARTICLE XXXII
KELLY DAY PROCEDURES

Section 1: In accordance with the work schedule provisions of Article XIX of this Agreement, Kelly Days shall be bid by seniority (years of service with the Polk County Fire Rescue)and shift. On each shift, for each day of the week there shall be a set number of Kelly Day slots available for selection.

Section 2: The bidding process for the initial Kelly Day shall be during the month of July 2026. For subsequent years, the Kelly Day bidding shall be initiated after annual station bids have been completed in November for bids to be applied beginning on the second pay period in January of the following year. The finalized Kelly Day bids will be submitted to the Fire Chief or the Fire Chief's designee within 20 days of the finalized station bids. Kelly Day assignments will be good until the following year's Kelly Day assignments begin.

Section 3: Once Kelly days have been selected, they shall not be exchanged or traded on a permanent basis.

Section 4: In the event an employee is transferred to another shift (as the result of promotion or otherwise), they shall fill any open Kelly Day slot on the shift they have been transferred to and will enter the Kelly Day rotation that is available on that shift. The transferred employee shall be entitled to bid pursuant to existing policies the following December.

Section 5: In the event multiple employees are transferred at the same time, the open Kelly Day slots on the shift those employees are being transferred to shall be selected by seniority among the employees being transferred to that new shift.

Section 6: Among all Kelly Day eligible shift personnel in all ranks, the number of available Kelly Day slots available per shift and per rank shall be as follows:

To preserve staffing standards, Kelly Day slots for each/shift day will be limited to fourteen percent (14%) of each job classification for each individual shift.

The County will publish the number of vacant Kelly Day positions by December 1 for the following year.

At the Fire Chief's sole discretion, the Fire Chief or the Fire Chief's designee may revisit available Kelly Day positions in June of each year to determine if the Department needs to make a mid-year adjustment based upon staffing changes. Should the Fire Chief determine that additional Kelly Days may be added, they will be effective on the first day of the first full pay period in July of that year.

All other issues related to implementation or management of the Kelly Day schedule shall be addressed and worked out in Labor-Management.

ARTICLE XXXIII
DURATION, MODIFICATION AND TERMINATION

Section 1. , This Agreement shall be effective upon ratification and, except for the provisions of Article XXI, Section 21, shall continue in full force and effect until 12 o'clock midnight on the 30th day of September, 2028 . At least one hundred twenty (120) days prior to the termination of this Agreement, either party hereto shall notify the other party, in writing, of intention to modify, amend or terminate this Agreement. Failure to notify the other party, in writing, of intention to modify, amend or terminate, as hereinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification. In the event the parties hereto desire to modify or amend this Agreement and have been unable to agree on said modification or amendment by the termination date of this Agreement, this Agreement shall terminate without further notice.

In witness whereof, the parties hereto have hereunder set their hands and seal on the dates indicated below.

International Association of EMT's and Paramedics	12/8/25 Date
County Manger	Date
Polk County Board of County Commissioners, Chair	Date

MEMORANDUM OF UNDERSTANDING

The County will provide a retiree health insurance supplemental as specified by County Ordinance, and in the event that the County Ordinance is revised, the County will meet with the Union on request to negotiate the impact of the revised ordinance.

DUES AUTHORIZATION FORM

REQUEST AND AUTHORIZATION FOR VOLUNTARY ALLOTMENT
OF COMPENSATION FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES

NAME OF EMPLOYEE (Last, First Middle) *(PLEASE PRINT)* SOCIAL SECURITY #

(X) _____ (X) _____

HOME ADDRESS Street and Number) (City and State) ZIP CODE

(X) _____

COMPANY

(X) _____ UNIT _____

WORK LOCATION: _____

JOB _____ TITLE _____

I HEREBY AUTHORIZE THE DEDUCTION FROM MY PAY EACH PAY PERIOD OR THE FIRST FULL PAY PERIOD OF EACH MONTH AN AMOUNT OF MONEY EQUAL TO THE REGULAR DUES IN ACCORDANCE WITH ARRANGEMENTS WITH MY EMPLOYER.

SIGNATURE OF EMPLOYEE DATE

(X) _____ (X) _____

APPENDIX A

Fire Division/Emergency Medical Services (EMS) Pay Grades
EMS 56 HR - 3440 (Effective 10/1/2024)
***INCLUDES normal scheduled overtime & holidays**
NOTE: Use Rate X 2912 to calculate Annual Hours WITHOUT normal scheduled overtime & holidays

Z14*													
	Z14.0	Z14.1	Z14.2	Z14.3	Z14.4	Z14.5	Z14.6	Z14.7	Z14.8	Z14.9	Z14.10	Z14.11	Z14.12
Pay Rate	15.56	16.11	16.68	17.28	17.89	18.52	19.18	19.85	20.55	21.28	22.02	22.79	23.90
Salary	53,526.40	55,418.40	57,379.20	59,443.20	61,541.60	63,708.80	65,979.20	68,284.00	70,692.00	73,203.20	75,748.80	78,397.60	82,216.00
	3.5%	3.5%	3.5%	3.6%	3.5%	3.5%	3.6%	3.5%	3.5%	3.6%	3.5%	3.5%	4.9%
Z18*													
	Z19.0	Z19.1	Z19.2	Z19.3	Z19.4	Z19.5	Z19.6	Z19.7	Z19.8	Z19.9	Z19.10	Z19.11	Z19.12
Rate	18.11	18.75	19.42	20.10	20.80	21.54	22.29	23.07	23.90	24.73	25.60	26.49	27.68
Salary	62,298.40	64,500.00	66,804.80	69,144.00	71,552.00	74,097.60	76,677.60	79,360.80	82,216.00	85,071.20	88,064.00	91,125.60	95,219.20
	3.5%	3.5%	3.6%	3.5%	3.5%	3.6%	3.5%	3.5%	3.6%	3.5%	3.5%	3.5%	4.5%

Fire Division/Emergency Medical Services (EMS) Pay Grades
EMS 46 HR - 2496

Z14*													
	Z14.0	Z14.1	Z14.2	Z14.3	Z14.4	Z14.5	Z14.6	Z14.7	Z14.8	Z14.9	Z14.10	Z14.11	Z14.12
Pay Rate	21.88	22.65	23.45	24.30	25.15	26.04	26.97	27.91	28.90	29.92	30.96	32.04	33.60
Salary	54,612.48	56,534.40	58,531.20	60,652.80	62,774.40	64,995.84	67,317.12	69,663.36	72,134.40	74,680.32	77,276.16	79,971.84	83,865.60
	2.0%	3.5%	3.5%	3.6%	3.5%	3.5%	3.6%	3.5%	3.5%	3.5%	3.5%	3.5%	4.5%
		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Z18*													
	Z19.0	Z19.1	Z19.2	Z19.3	Z19.4	Z19.5	Z19.6	Z19.7	Z19.8	Z19.9	Z19.10	Z19.11	Z19.12
Rate	25.46	26.37	27.31	28.26	29.24	30.28	31.34	32.44	33.60	34.77	36.00	37.24	38.91
Salary	63,548.16	65,819.52	68,165.76	70,536.96	72,983.04	75,578.88	78,224.64	80,970.24	83,865.60	86,765.92	89,856.00	92,951.04	97,119.36
	2.0%	3.6%	3.6%	3.5%	3.5%	3.6%	3.5%	3.5%	3.6%	3.5%	3.5%	3.4%	4.5%
		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%

Year 1 Step 2% Increase

Fire Division/Emergency Medical Services (EMS) Pay Grades
EMS 46 HR - 2496

Z14*													
	Z14.0	Z14.1	Z14.2	Z14.3	Z14.4	Z14.5	Z14.6	Z14.7	Z14.8	Z14.9	Z14.10	Z14.11	Z14.12
Pay Rate	22.32	23.10	23.92	24.79	25.65	26.56	27.51	28.47	29.48	30.52	31.58	32.68	34.27
Salary	55,710.72	57,657.60	59,704.32	61,875.84	64,022.40	66,293.76	68,664.96	71,061.12	73,582.08	76,177.92	78,823.68	81,569.28	85,537.92
	2.0%	3.5%	3.5%	3.6%	3.5%	3.5%	3.6%	3.5%	3.5%	3.5%	3.5%	3.5%	4.9%
		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Z18*													
	Z19.0	Z19.1	Z19.2	Z19.3	Z19.4	Z19.5	Z19.6	Z19.7	Z19.8	Z19.9	Z19.10	Z19.11	Z19.12
Rate	25.97	26.90	27.86	28.83	29.82	30.89	31.97	33.09	34.27	35.47	36.72	37.98	39.69
Salary	64,821.12	67,142.40	69,538.56	71,959.68	74,430.72	77,101.44	79,797.12	82,592.64	85,537.92	88,533.12	91,653.12	94,798.08	99,066.24
	2.0%	3.6%	3.6%	3.5%	3.4%	3.6%	3.5%	3.5%	3.6%	3.5%	3.5%	3.4%	4.5%
		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%

Year 3 Step 2% Increase

Fire Division/Emergency Medical Services (EMS) Pay Grades
EMS 46 HR - 2496

Z14*													
	Z14.0	Z14.1	Z14.2	Z14.3	Z14.4	Z14.5	Z14.6	Z14.7	Z14.8	Z14.9	Z14.10	Z14.11	Z14.12
Pay Rate	22.32	23.10	23.92	24.79	25.65	26.56	27.51	28.47	29.48	30.52	31.58	32.68	34.27
Salary	55,710.72	57,657.60	59,704.32	61,875.84	64,022.40	66,293.76	68,664.96	71,061.12	73,582.08	76,177.92	78,823.68	81,569.28	85,537.92
	2.0%	3.5%	3.5%	3.6%	3.5%	3.5%	3.6%	3.5%	3.5%	3.5%	3.5%	3.5%	4.9%
		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Z18*													
	Z19.0	Z19.1	Z19.2	Z19.3	Z19.4	Z19.5	Z19.6	Z19.7	Z19.8	Z19.9	Z19.10	Z19.11	Z19.12
Rate	25.97	26.90	27.86	28.83	29.82	30.89	31.97	33.09	34.27	35.47	36.72	37.98	39.69
Salary	64,821.12	67,142.40	69,538.56	71,959.68	74,430.72	77,101.44	79,797.12	82,592.64	85,537.92	88,533.12	91,653.12	94,798.08	99,066.24
	2.0%	3.6%	3.6%	3.5%	3.4%	3.6%	3.5%	3.5%	3.6%	3.5%	3.5%	3.4%	4.5%
		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%

Agenda Item R.37. 12/16/2025

SUBJECT

Consider approval of the proposed settlement in the matter of Charles Wilson v Polk County Board of County Commissioners; $145,000.00 one-time expense.

DESCRIPTION

This is a liability claim wherein Charles Wilson suffered bodily injury as the result of a motor vehicle accident which occurred on August 28, 2022.

RECOMMENDATION

Approve the proposed settlement in the amount of $145,000.00

FISCAL IMPACT

Funds are available in the General Fund within the Risk Management budget.

CONTACT INFORMATION

Mark Thomas, Director
Risk Management
863-534-5265
markthomas@polkfl.gov

Memorandum

To: Claims Committee
From: Risk Management
Date: December 4, 2025
Re: Charles Wilson v Polk County Board of County Commissioners

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Claim Description: This claim arises from a motor vehicle accident on August 28, 2022, wherein our ambulance was returning to the station and turned left into the path of vehicle being driven by Charles Wilson.

Mr. Wilson was transported via ambulance from the accident scene. He continued treatment for injuries to his neck, low back, and shoulder. His MRI showed herniated discs in his neck and low back. After completing chiropractic care, facet joint injections, and radiofrequency ablations, he ultimately underwent a discectomy in his low back. Mr. Wilson's past medical expenses are approximately $125,000.

This claim was set for trial beginning December 15, 2025.

Request: We are requesting $145,000.00 to settle this claim. The plaintiff and their attorney David Henry, Esq. with Morgan & Morgan have agreed to settle this claim in exchange for a full release.

SETTLEMENT REQUEST: $145,000.00

- _____ Commissioner
- _____ County Attorney
- _____ Deputy County Manager
- _____ Director Risk Management
- _____ Clerk of Courts

Agenda Item R.38. 12/16/2025

SUBJECT

Authorize the County Attorney's Office and outside counsel to stipulate to a Final Judgment for Parcel 143 in the case of Polk County v. Meritage Homes of Florida, Inc., et al, an eminent domain lawsuit filed to acquire needed rights-of-way for the County Road 557 Project. ($225,900.00 one-time expense)

DESCRIPTION

The County has a Community Investment Project to improve CR557 to a four-lane corridor from north of US Highway 17/92 in Lake Alfred, to south of the I-4 interchange. To allow for the construction of the roadway improvements, the County must acquire rights-of-way from adjoining impacted property owners. The Board previously authorized Polk County's Real Estate Services Director to take steps necessary to acquire those rights-of-way through negotiations and, as needed, through eminent domain lawsuits. Litigation has been filed and is proceeding. One such lawsuit is pending for Parcel 143, owned by TBC Metal Structures, LLC, case number 2024CA-1473 in the Tenth Judicial Circuit.

On September 10, 2024, the County sought and obtained a Stipulated Order of Taking with TBC Metal Structures, LLC. Pursuant to the Order, the County deposited into the Registry of the Court a designated amount for said parcel ($48,100.00), which was then released to the respective parcel owner as a partial payment of the final compensation.

On or about November 21, 2025, the County and its eminent domain counsel and counsel for TBC Metal Structures, LLC successfully negotiated a settlement. Pursuant to the negotiated terms, the County will pay TBC Metal Structures, LLC a global settlement totaling $274,000.00 in full settlement of all claims for compensation and any and all damages for its taking of the parcel, This global settlement is inclusive of all claims, including attorney fees and costs. Less the $48,100.00 that the County deposited with the Court, the remaining balance due is $225,900.00. The settlement will be paid within thirty (30) days of the entry of the Final Judgment.

The County Attorney's Office recommends approval of a Stipulated Final Judgment, which benefits the County because the agreed settlement amount is below the owners' experts' opinion of compensation for the parcel and avoids jury trial, which would have exposed the County to payment of additional expert fee costs.

RECOMMENDATION

1) Authorize the County Attorney's Office and outside counsel to stipulate to a Final Judgment with TBC Metal Structures, LLC in the total amount of $274.000.00 and 2) authorize the remaining

balance payment of $225,900.00 for disbursement within thirty days of entry of the Final Judgment.

FISCAL IMPACT

Funds are budgeted and available in the Roads & Drainage 5-year CIP in the County Transportation Trust Fund.

CONTACT INFORMATION

Heather Bryan
Assistant County Attorney
863-534-6746