

# CITY OF POLK CITY

November 17, 2014

**City Commission Meeting**  
Polk City Government Center  
123 Broadway Blvd., SE

7:00 P.M.

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**CALL TO ORDER** – Mayor Joe LaCascia

**INVOCATION** – Pastor Walter Lawlor, New Life Community Church

**PLEDGE OF ALLEGIANCE** – Mayor Joe LaCascia

**ROLL CALL** – Assistant to the City Manager Sheandolen Dunn

**APPROVE CONSENT AGENDA**

**PRESENTATIONS AND RECOGNITIONS**

**PUBLIC COMMENT** – **ITEMS NOT ON AGENDA** (limit comments to 3 minutes)

## **AGENDA**

1. Cattle Grazing Lease Agreement with George Trenen Bush
2. Honey Bee Lane Resurfacing Project Bids
3. Republic Services Extension of Current Contract for Solid Waste Services
4. **PUBLIC HEARING - Ordinance 2014-08** - FY14 Budget Amendment for the Enterprise Fund. Second and Final Reading.
5. **PUBLIC HEARING - Ordinance 2014-09** - Approving franchise for Solid Waste. First Reading

## **CITY MANAGER ITEMS**

1. Grand Marshall Selection

## **CITY ATTORNEY ITEMS**

1. Woodard and Curran Contract Renewal

## **COMMISSIONER ITEMS**

Vice Mayor Blethen  
Commissioner Kimsey  
Commissioner Harris  
Commissioner Prestage  
Mayor LaCascia

## **ANNOUNCEMENTS**

## **ADJOURNMENT**

**CONSENT AGENDA**  
**November 17, 2014**

MAY ALL BE APPROVED BY ONE VOTE OF THE COMMISSION TO ACCEPT CONSENT AGENDA. Commissioners may remove a specific item below for discussion, and add it to the regular agenda under New or Unfinished Business, whichever category best applies to the subject.

**A. CITY CLERK**

1. Accept minutes – October 20, 2014 City Commission Regular Meeting

**B. REPORTS**

1. Building Report –October 2014
2. Code Enforcement Report – October 2014
3. Library Report – October 2014
4. Finance Report – October 2014
5. Sheriff's Office Report – October 2014
6. Utilities Report – October 2014

**C. OTHER**

Please note: Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Council with respect to any matter considered during this meeting, he or she will 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.

In accordance with the American with Disabilities Act, a person with disabilities needing any special accommodations to participate in city meetings should contact the Office of the City Clerk, Polk City Government Center, 123 Broadway, Polk City, Florida 33868 Telephone (863)984-1375. The City of Polk City may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the city council meetings may be obtained from the City Clerk's office. The minutes are recorded, but are not transcribed verbatim. Persons requiring a verbatim transcript may arrange with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.



## City of Polk City City Council Agenda Form

Meeting Date: November 17, 2014

Item Number: Consent Agenda

<b>Subject:</b>	
October 20, 2014 City Commission Workshop - RFQ for Solid Waste Review and Discuss October 20, 2014 City Commission Regular Meeting	
<b>Department:</b>	
Administrative	
<b>Summary:</b>	
<b>Requested Council Action:</b>	
Approval of Minutes	
<b>Financial Impact:</b>	
Attachments:           X	Supporting Documents Reviewed           X
Submitting Department Head:	Date:
Patricia Jackson, City Manager	11/13/2014
Approved by City Manager:	Date:
City Council Action: <input type="checkbox"/> Approved as Recommended <input type="checkbox"/> Approved with Modifications <input type="checkbox"/> Tabled to Time Certain    Date: _____ <input type="checkbox"/> Denied	

# CITY COMMISSION MINUTES

October 20, 2014

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Mayor Joe LaCascia called the meeting to order at 7:00 p.m.

Pastor Walter Lawlor, New Life Community Church gave the invocation.

Those present recited the Pledge of Allegiance led by Mayor Joe LaCascia.

**ROLL CALL** – Sheandolen Dunn

**Present:** Mayor Joe LaCascia, Vice Mayor Mike Blethen, Commissioner Don Kimsey, Commissioner Keith Prestage, Commissioner Wanda Harris, City Manager Patricia Jackson and City Attorney Thomas Cloud

**ESTABLISHMENT OF A QUORUM** - Yes

**CONSENT AGENDA**

**Motion by Vice Mayor Blethen** to approve the Consent agenda; the motion was seconded by Commissioner Kimsey.

**Motion carried unanimously.**

**PRESENTATIONS/RECOGNITIONS**

-Family Week Proclamation presented to Tonya Akwetey, Board Member, Polk County Family Week

**-Florida City Government Week Resolution**

City Manager Jackson read the Resolution in its entirety.

Motion by Commissioner Prestage; this motion was seconded by Commissioner Harris.

Motion carried unanimously.

-Proclamation honoring Central Florida Regional Planning Council's 40<sup>th</sup> Anniversary

**PUBLIC COMMENT** - None

**PUBLIC HEARINGS**

**Ordinance 2014-08 - FY14** - Budget Amendment for the Enterprise Fund. First Reading.

Staff requested approval of FY14 Budget Amendment Items for 1) Cash carry forward and expense budget needed for the repair at the V. Matt Williams WTP (Install & Paint new Hydrotank), 2) Cash carry forward and expense budget needed for the city's FY14 meter replacement program expense, 3) Revenues and expenses budgeted for the water and sewer impact fees received in FY14 need to be increased.

The Enterprise Fund budget increased due to the V. Matt Williams repair, meter replacement program, and increased water and sewer impact fee revenues received that are restricted revenues. The total of the budget increase for the Enterprise Fund is \$313,705.00.

City Attorney Cloud read Ordinance 2014-08 in its entirety. Mayor LaCascia opened the public hearing; there being no questions or comments, Mayor LaCascia closed the public hearing.

**Motion by Commissioner Prestage** to approve the FY14 Budget Amendment for the Enterprise Fund on First Reading; this motion was seconded by Vice Mayor Blethen.

**Vote:** Mayor LaCascia-aye, Commissioner Kimsey-aye, Vice Mayor Blethen-aye, Commissioner Harris-aye, Commissioner Prestage-aye

**Motion carried unanimously.**

**AGENDA**

**RFP for Solid Waste Services**

Discuss and approve ranking for negotiating purposes. City Attorney Cloud clarified the method of how to handle the actual ranking.

<b>Name</b>	<b>Rank #1</b>	<b>Rank #2</b>	<b>Rank #3</b>
Commissioner Harris	Republic Services	Trash Taxi	Waste Management
Commissioner Prestage	Trash Taxi	Republic Services	Waste Management
Commissioner Kimsey	Republic Services	Trash Taxi	Waste Management
Vice Mayor Blethen	Republic Services	Trash Taxi	Waste Management
Mayor LaCascia	Trash Taxi	Republic Services	Waste Management

**Final Ranking**

**Rank #1** - Republic Services – 3 Votes

**Rank #2** - Trash Taxi – 3 Votes

**Rank #3** – Waste Management – 5 votes

**Motion by Vice Mayor Blethen** to accept the ranking of the RFP for Solid Waste Services for negotiating purposes; this motion was seconded by Commissioner Kimsey.

**Vote:** Commissioner Harris – aye, Mayor Lacascia – nay, Commissioner Prestage – nay, Vice Mayor Blethen aye, Commissioner Kimsey – aye

**Motion carried 3/2.**

**City Manager Evaluation – Final Scoring**

Mayor LaCascia and fellow commissioners commended City Manager Jackson on her final score of 4.41 out of 5.

**CITY MANAGER / CITY CLERK ITEMS**

**Update on Honeybee Street Paving Project** – Two bids have come in and are being reviewed by the engineer. After review, the engineer will present a letter of recommendation on awarding the contract. This can be done either in a special meeting or at the regular November meeting.

**Christmas Parade Grand Marshall Selection** - City Manager asked City Commissioners to bring suggestions to the November meeting for the Christmas Parade Grand Marshall.

**Safe Haven Halloween** – October 25, 2014 at Freedom Park from 12 Noon – 4 pm.

**CITY ATTORNEY ITEMS**

City Attorney Cloud discussed the following items that he will present at the next meeting.

- Woodard and Curran Contract Renewal – Commissioners have been asked to review and be prepared with any questions and/or concerns at the November meeting.
- Sign Up and Save Program – Credit again the connection fee
- Charter Ordinance
- Cattle Grazing Lease Agreement

**COMMISSIONER ITEMS**

**Vice Mayor Blethen** – Thanked the Solid Waste companies for submitting their proposals and attending the meeting. Discussed the walkways on Hwy 33. Investigate the use of golf carts. Thanked staff for the sign outside City Hall.

**Commissioner Kimsey** – City Hall closings for four (4) days puts the citizens at a disadvantage. Would like research done on changing the policy on office closings throughout the year.

**Commissioner Harris** – Thanked everyone for coming and the Solid Waste proposers.

**Commissioner Prestage** – Encouraged by the way his fellow Commissioners look at issues in Polk City. He loves living in Polk City.

**Mayor LaCascia** – Thanked the Solid Waste Proposers. Respects his fellow Commissioners on their Solid Waste vote.

**ANNOUNCEMENTS** - None

**ADJOURNMENT** – 7:45 am

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Patricia Jackson, City Manager

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Joe LaCascia, Mayor



## City of Polk City City Council Agenda Form

Meeting Date: November 17, 2014

Item Number: Consent Agenda

<b>Subject:</b> Departmental Monthly Reports	
<b>Department:</b> Various Departments	
<b>Summary:</b> Monthly Department Reports for Building, Code Enforcement, Finance, Library, Sheriff's Office and Utilities	
<b>Requested Council Action:</b> Approval of Department Reports via Consent Agenda	
<b>Financial Impact:</b> None	
Attachments:           X	Supporting Documents Reviewed           X
Submitting Department Head: Patricia Jackson, City Manager	Date: 11/10/2014
Approved by City Manager:	Date:
City Council Action: <input type="checkbox"/> Approved as Recommended <input type="checkbox"/> Approved with Modifications <input type="checkbox"/> Tabled to Time Certain     Date: _____ <input type="checkbox"/> Denied	



## Polk City Permits Added

10/1/14 - 10/31/14

<u>Worktype &amp; Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
<b>1 &amp; 2 FAMILY</b>			
247635	657 MEANDERING WAY POLK CITY	\$200,000.00	10/30/2014
		<u>\$200,000.00</u>	
<b>ELECTRIC STAND ALONE/RESIDENTL</b>			
246394	730 4TH ST POLK CITY	\$368.00	10/21/2014
		<u>\$368.00</u>	
<b>RESIDENTIAL ACCESSORY STRUCTRE</b>			
245662	423 ASHLEY RD POLK CITY	\$700.00	10/13/2014
246623	189 LAYNEWADE RD POLK CITY	\$24,000.00	10/23/2014
246587	645 MEANDERING WAY POLK CITY	\$45,000.00	10/22/2014
244184	438 ROSEWOOD LN POLK CITY	\$2,450.00	10/01/2014
		<u>\$72,150.00</u>	
<b>WINDOW/DOOR/EMERGENCY SHUTTERS</b>			
246729	417 MARKLEN LOOP POLK CITY	\$1,678.00	10/23/2014
		<u>\$1,678.00</u>	
		<u>\$274,196.00</u>	

**CODE ENFORCEMENT 10 / 2014**

<b>STREET #</b>	<b>STREET</b>	<b>VIOLATION</b>	<b>STATUS</b>	<b>DATE OF NOTICE</b>
251	Waterview	junk	junk removed	September 8, 2014
744	1st	overgrowth	property mowed	September 2, 2014
409	1st	overgrowth	pending	October 23,2014
556	Marklen	junk & vehicles	pending	October 23,2014
423	Marklen	junk & vehicles	pending	October 29, 2014
320	Appaloosa Hills	overgrowth	pending	October 29, 2014

2015

Assets

05-101-100	Cash - Checking	566,285.77
05-101-710	Cash - Enterprise Fund Capital Imprvmnts	52,898.45
05-101-800	Cash - Sewer Impact Fee Account	229,029.01
05-101-900	Cash - Water Impact Fee Account	159,799.00
05-101-913	DEP Loan - Sinking Fund	14,517.34
05-101-914	Fifth Third Bank - Sinking Fund	161,666.88
05-101-915	Tax Exempt Leasing - Sinking Fund	1,957.07
05-101-920	Cash - Customer Deposits	198,080.00
05-101-934	Fifth Third Bank - Reserves	610,967.73
05-101-935	Fifth Third Bank - Renewal & Replacement	92,500.00
05-115-105	Accounts Receivable - Invoicing	531.25
05-117-100	Allowance for Bad Debt	30,195.94-
05-117-200	Allowance for Uncollectible A/R	124,506.08-
05-131-100	Due from General Fund	284.46
05-154-100	Deferred Bond Issue Costs	487,319.86
05-160-902	Reserve Account	225,392.00
05-160-903	Reserve Acct - Emergencies & Contingency	48,044.00
05-160-904	Reserve Acct - CIP Purchases	19,666.67
05-161-900	Fixed Assets - Land	2,730,735.50
05-164-100	Utility Plant in Service	11,892,479.68
05-164-900	Improvements Other than Buildings	33,331.74-
05-164-910	Improvements Other than Buildings - MOSN	33,331.74
05-166-900	Equipment & Furniture	268,854.63
05-167-900	Accumulated Depreciation - Equipment	2,198,282.17-
	Total	<u>15,408,025.11</u>

ACCOUNTS RECEIVABLE

05-115-100	Accounts Receivable - Utilities	45,454.73
05-115-130	Accounts Receivable - Readiness to Serve	155,764.16
	Total ACCOUNTS RECEIVABLE	<u>201,218.89</u>
	Total Assets	<u>15,609,244.00</u>

Liabilities & Fund Balance

05-202-320	Fountain Park Impact Fee - Sewer	246,225.00
05-202-321	Fountain Park Impact Fee - Water	60,970.00
05-202-900	Customer Deposits	198,080.00
05-203-100	Accumulated Interest Payable	73,611.25
05-203-600	SRF Loan	2,643,159.59
05-203-700	Fifth Third Bank 2011 Revenue Note	9,685,000.00
05-203-900	Unamortized Bond Premiums	161,005.74-
05-207-400	Due to General Fund	109,612.25
05-234-100	L-T-D - Current Portion	316,173.74
05-234-901	Less: Current Portion of LTD	316,173.74-
05-243-100	Encumbrances Payable	4,886.03-
	Total Liabilities	<u>12,850,766.32</u>
05-245-100	Reserved for Encumbrances	4,886.03
05-250-100	Contributed Capital	598,715.40
05-255-100	Change in Fund Balance	32,500.00
05-271-100	Fund Balance Unreserved	1,159,913.46
05-271-200	Net Asset Adjustment Account	10,071.23-
05-272-100	Retained Earnings	734,552.82

CITY OF POLK CITY  
ENTERPRISE FUND  
BALANCE SHEET  
AS OF: 10/31/14

2015

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Total Fund Balance	<u>2,520,496.48</u>
Total Liabilities & Fund Balance	<u>15,371,262.80</u>

CITY OF POLK CITY  
Statement of Revenue and Expenditures

Revenue Account Range: 05-000-000 to 05-999-999 Include Non-Anticipated: No  
 Expend Account Range: 05-000-000 to 05-999-999 Include Non-Budget: No  
 Skip Zero YTD Activity: No Year To Date As Of: 10/31/14  
 Current Period: 10/01/14 to 10/31/14  
 Prior Year: 10/01/13 to 10/31/13

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
05-324-210	Water Impact Fees	10,482.00	34,940.00	3,494.00	3,494.00	0.00	31,446.00-	10
05-324-220	Sewer Impact Fees	22,075.00	88,300.00	8,830.00	8,830.00	0.00	79,470.00-	10
<b>Account Total</b>		<b>32,557.00</b>	<b>123,240.00</b>	<b>12,324.00</b>	<b>12,324.00</b>	<b>0.00</b>	<b>110,916.00-</b>	<b>10</b>
05-325-111	Connection Fees - wtr:Permits Cash Basis	4,350.00	12,180.00	1,305.00	1,305.00	0.00	10,875.00-	11
05-325-210	Readiness to Serve Charge - Sewer	19.48	115,620.00	1,665.60	1,665.60	0.00	113,954.40-	1
05-325-211	Readiness to Serve Charge - Water	5.24	67,506.00	820.32	820.32	0.00	66,685.68-	1
<b>Account Total</b>		<b>4,374.72</b>	<b>195,306.00</b>	<b>3,790.92</b>	<b>3,790.92</b>	<b>0.00</b>	<b>191,515.08-</b>	<b>2</b>
05-329-200	Other Lic./Fees/Permits	15.00	7,500.00	1,090.00	1,090.00	0.00	6,410.00-	15
05-340-300	Water Utility Revenue	860.56-	871,990.00	346.35-	346.35-	0.00	872,336.35-	0-
05-340-500	Sewer Utility Revenue	131.88-	862,480.00	170.52	170.52	0.00	862,309.48-	0
<b>Account Total</b>		<b>992.44-</b>	<b>1,734,470.00</b>	<b>175.83-</b>	<b>175.83-</b>	<b>0.00</b>	<b>1,734,645.83-</b>	<b>0-</b>
05-359-100	Other Fines and/or Forfeitures	2,670.00	36,000.00	3,465.00	3,465.00	0.00	32,535.00-	10
05-359-200	Non Sufficient Funds	230.00	1,350.00	60.00	60.00	0.00	1,290.00-	4
05-359-300	Late Fees	2,341.50	31,000.00	115.50	115.50	0.00	30,884.50-	0
<b>Account Total</b>		<b>5,241.50</b>	<b>68,350.00</b>	<b>3,640.50</b>	<b>3,640.50</b>	<b>0.00</b>	<b>64,709.50-</b>	<b>5</b>
05-369-100	Misc. Income	0.00	500.00	0.00	0.00	0.00	500.00-	0
<b>ENTERPRISE FUND Revenue Total</b>		<b>41,195.78</b>	<b>2,129,366.00</b>	<b>20,669.59</b>	<b>20,669.59</b>	<b>0.00</b>	<b>2,108,696.41-</b>	<b>1</b>

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
05-518-300	WATER ADMINISTRATION - OPERATING EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-518-310	Professional Services - Water Admin	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-518-312	Professional Services - Other - Water Ad	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-518-470	Printing and Reproduction - Water Admin	0.00	0.00	0.00	0.00	0.00	0.00	0
05-518-510	Office Supplies - Water Admin	19.96	0.00	126.83	126.83	0.00	126.83-	0

CITY OF POLK CITY  
Statement of Revenue and Expenditures

Expend Account Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
*05-518-520 Operating Supplies - Water Admin	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-518-540 Books, Pub., Sub., & Memberships - Water	0.00	0.00	0.00	0.00	0.00	0.00	0
<b>Department Total</b>	<b>19.96</b>	<b>0.00</b>	<b>126.83</b>	<b>126.83</b>	<b>0.00</b>	<b>126.83</b>	<b>0</b>
05-519-300 SEWER ADMIN - OPERATING EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-519-470 Printing and Reproduction - Sewer Admin	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-519-510 Office Supplies - Sewer Admin	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-519-520 Operating Supplies - Sewer Admin	0.00	0.00	0.00	0.00	0.00	0.00	0
<b>Department Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>
05-530-300 MT OLIVE WTP - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-530-310 Professional Services - Mt Olive WTP	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-530-430 Utilities - Mt Olive WTP	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-530-460 Repairs and Maintenance - Mt Olive WTP	0.00	0.00	0.00	0.00	0.00	0.00	0
<b>Department Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>
05-531-300 COMMONWEALTH WTP - OPERATING EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-531-430 Utilities - Commonwealth WTP	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-531-460 Repairs and Maintenance - Commonwealth W	0.00	0.00	0.00	0.00	0.00	0.00	0
<b>Department Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>
05-532-300 V. MATT WILLIAMS WTP - OPERATING EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-532-311 Engineering Services - V. Matt Williams	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-532-430 Utilities - V. Matt Williams WTP	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-532-460 Repairs and Maintenance - V. Matt willia	0.00	0.00	0.00	0.00	0.00	0.00	0
05-532-600 V. MATT WILLIAMS WTP - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-532-630 Improvements Other than Building - V. Ma	0.00	0.00	0.00	0.00	0.00	0.00	0
<b>Department Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>
05-533-100 WATER OPERATIONS - PERSONNEL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
05-533-120 Regular Salary - Wages - Water Oper	0.00	60,762.00	2,099.63	2,099.63	0.00	58,662.37	3
05-533-140 Overtime - Water Oper	0.00	187.00	72.54	72.54	0.00	114.46	39
05-533-210 Fica Taxes - Water Oper	0.00	4,663.00	162.76	162.76	0.00	4,500.24	3
05-533-220 Retirement Contribution - Water Oper	0.00	4,492.00	160.09	160.09	0.00	4,331.91	4
05-533-230 Life & Health Insurance - Water Oper	0.00	15,786.00	22.78	22.78	0.00	15,763.22	0

CITY OF POLK CITY  
Statement of Revenue and Expenditures

Expend Account Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
05-533-240 Worker's Compensation - Water Oper	0.00	210.00	131.48	131.48	0.00	78.52	63
05-533-300 WATER OPERATIONS - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
05-533-305 Contract Labor - Water Oper	0.00	245,845.00	0.00	0.00	0.00	245,845.00	0
05-533-310 Professional Services - Water Oper	350.00	2,500.00	350.00	350.00	0.00	2,150.00	14
05-533-311 Engineering Services - Water Oper	0.00	12,500.00	0.00	0.00	0.00	12,500.00	0
05-533-312 Professional Services - Other - Water Op	0.00	6,200.00	57.00	57.00	0.00	6,143.00	1
05-533-315 Inmate Labor - Water Oper	2,900.20	11,499.00	2,874.85	2,874.85	0.00	8,624.15	25
05-533-410 Communication Services - Water Oper	39.76	500.00	211.65	211.65	0.00	288.35	42
05-533-420 Education Reimbursement - Water Oper	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0
05-533-430 Utilities - Water Oper	0.00	0.00	0.00	0.00	0.00	0.00	0
05-533-431 Mt. Olive WTP - Utilities - Water Oper	0.00	6,000.00	0.00	0.00	0.00	6,000.00	0
05-533-432 Commonwealth WTP - Utilities - Water Ope	0.00	3,600.00	0.00	0.00	0.00	3,600.00	0
05-533-433 V.Matt Williams WTP - Utilities - Water	0.00	10,000.00	0.00	0.00	0.00	10,000.00	0
05-533-460 Repairs and Maintenance - Water Oper	49.95	27,000.00	119.85	119.85	0.00	26,880.15	0
05-533-464 Vehicle Fuel - Water Oper	0.00	8,300.00	0.00	0.00	0.00	8,300.00	0
05-533-465 Vehicle Maintenance - Water Oper	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0
05-533-470 Printing and Reproduction - Water Oper	0.00	1,750.00	0.00	0.00	0.00	1,750.00	0
05-533-490 Other Current Charges - Water Oper	0.00	0.00	0.00	0.00	0.00	0.00	0
05-533-492 Recording & Other Fees - Water Oper	0.00	4,500.00	0.00	0.00	0.00	4,500.00	0
05-533-493 Equipment Rental - Water Oper	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
05-533-510 Office Supplies - Water Oper	0.00	1,000.00	47.92	47.92	0.00	952.08	5
05-533-520 Operating Supplies - Water Oper	0.00	11,500.00	0.00	0.00	0.00	11,500.00	0
05-533-540 Books, Pub., Sub., & Memberships - Water	0.00	2,250.00	0.00	0.00	0.00	2,250.00	0
05-533-600 WATER OPERATIONS - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0
05-533-640 Machinery & Equipment - Water Oper	0.00	10,400.00	0.00	0.00	0.00	10,400.00	0
05-533-700 WATER OPERATIONS - DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0
05-533-710 Principal - Water Oper	0.00	66,151.00	0.00	0.00	0.00	66,151.00	0
05-533-720 Interest - Water Oper	0.00	104,903.00	0.00	0.00	0.00	104,903.00	0
05-533-733 Mandated Reserve - Water Oper	570.50	6,846.00	570.50	570.50	0.00	6,275.50	8
<b>Department Total</b>	<b>3,910.41</b>	<b>635,844.00</b>	<b>6,881.05</b>	<b>6,881.05</b>	<b>0.00</b>	<b>628,962.95</b>	<b>1</b>
05-535-300 SEWER OPERATIONS - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
05-535-305 Contract Labor - Sewer Oper	0.00	245,845.00	0.00	0.00	0.00	245,845.00	0
05-535-310 Professional Services - Sewer Oper	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0
05-535-311 Engineering Services - Sewer Oper	0.00	12,500.00	0.00	0.00	0.00	12,500.00	0
05-535-312 Professional Services - Other - Sewer Op	0.00	2,500.00	57.00	57.00	0.00	2,443.00	2
05-535-315 Inmate Labor - Sewer Oper	2,900.20	11,499.00	2,874.85	2,874.85	0.00	8,624.15	25
05-535-410 Communication Services - Sewer Oper	119.44	800.00	120.90	120.90	0.00	679.10	15
05-535-411 Cardinal Hill WWTP - Comm Srvcs - Sewer	0.00	500.00	41.38	41.38	0.00	458.62	8

Expend Account Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
05-535-412 Mt. Olive WWTP - Comm Svcs - Sewer Oper	0.00	3,100.00	494.02	494.02	0.00	2,605.98	16
05-535-430 Utilities - Sewer Oper	0.00	3,600.00	0.00	0.00	0.00	3,600.00	0
05-535-431 Cardinal Hill WWTP - Utilities - Sewer O	0.00	16,600.00	0.00	0.00	0.00	16,600.00	0
05-535-432 Mt. Olive WWTP - Utilities - Sewer Opera	0.00	11,000.00	0.00	0.00	0.00	11,000.00	0
05-535-460 Repairs and Maintenance - Sewer Oper	0.00	72,000.00	0.00	0.00	0.00	72,000.00	0
05-535-464 Vehicle Fuel - Sewer Oper	0.00	7,800.00	0.00	0.00	0.00	7,800.00	0
05-535-465 Vehicle Maintenance - Sewer Oper	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0
05-535-470 Printing and Reproduction - Sewer Oper	0.00	250.00	0.00	0.00	0.00	250.00	0
05-535-493 Equipment Rental - Sewer Oper	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0
05-535-510 Office Supplies - Sewer Oper	0.00	550.00	0.00	0.00	0.00	550.00	0
05-535-520 Operating Supplies - Sewer Oper	0.00	1,500.00	0.00	0.00	0.00	1,500.00	0
05-535-600 SEWER OPERATIONS - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0
05-535-640 Machinery & Equipment - Sewer Oper	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0
05-535-641 Cardinal Hill - Mach & Equip - Sewer Ope	0.00	28,800.00	0.00	0.00	0.00	28,800.00	0
05-535-700 SEWER OPERATIONS - DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0
05-535-710 Principal - Sewer Oper	0.00	269,393.00	0.00	0.00	0.00	269,393.00	0
05-535-720 Interest - Sewer Oper	0.00	403,913.00	0.00	0.00	0.00	403,913.00	0
05-535-733 Mandated Reserve - Sewer Oper	1,929.50	23,154.00	1,929.50	1,929.50	0.00	21,224.50	8
<b>Department Total</b>	<b>4,949.14</b>	<b>1,126,304.00</b>	<b>5,517.65</b>	<b>5,517.65</b>	<b>0.00</b>	<b>1,120,786.35</b>	<b>0</b>
05-536-300 CARDINAL HILL WWTP - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-536-410 Communication Services - Card Hill WWTP	41.16	0.00	0.00	0.00	0.00	0.00	0
*05-536-430 Utilities - Card Hill WWTP	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-536-460 Repairs and Maintenance - Card Hill WWTP	0.00	0.00	0.00	0.00	0.00	0.00	0
<b>Department Total</b>	<b>41.16</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>
05-537-300 MT OLIVE WWTP - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
*05-537-410 Communication Services - Mt Olive WWTP	624.89	0.00	0.00	0.00	0.00	0.00	0
*05-537-430 Utilities - Mt Olive WWTP	0.00	0.00	0.00	0.00	0.00	0.00	0
<b>Department Total</b>	<b>624.89</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>
05-590-300 NON-DEPARTMENTAL - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
05-590-310 Professional Services - Non-Dept	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
05-590-312 Professional Services - Other - Non-Dept	4,112.46	15,886.00	4,145.02	4,145.02	0.00	11,740.98	26
05-590-320 Accounting and Auditing - Non-Dept	8,127.10	28,277.00	1,694.26	1,694.26	0.00	26,582.74	6
05-590-440 Rentals and Leases - Non-Dept	1,754.86	12,421.00	1,713.00	1,713.00	0.00	10,708.00	14
05-590-450 Liability Insurance - Non-Dept	28,312.91	44,000.00	0.00	0.00	0.00	44,000.00	0



CITY OF POLK CITY  
Statement of Revenue and Expenditures

Expend Account Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
05-590-492 Recording & Other Fees - Non-Dept	0.00	2,300.00	0.00	0.00	0.00	2,300.00	0
05-590-520 Operating Supplies - Non-Dept	0.00	0.00	0.00	0.00	0.00	0.00	0
05-590-528 Postage - Non-Dept	0.00	11,000.00	0.00	0.00	0.00	11,000.00	0
05-590-900 NON-DEPARTMENTAL - OTHER USES	0.00	0.00	0.00	0.00	0.00	0.00	0
05-590-920 Transfer to General Fund - Non-Dept	0.00	20,000.00	0.00	0.00	0.00	20,000.00	0
05-590-930 Transfer to Water Impact Fee Reserves	0.00	34,940.00	0.00	0.00	0.00	34,940.00	0
05-590-931 Transfer to Sewer Impact Fee Reserves	0.00	78,300.00	0.00	0.00	0.00	78,300.00	0
05-590-941 Reserves - Emergencies & Contingencies -	0.00	41,427.00	0.00	0.00	0.00	41,427.00	0
05-590-942 Reserves - Capital Outlay Purchases - N	0.00	24,667.00	0.00	0.00	0.00	24,667.00	0
05-590-992 Unemployment Claims - Non-Dept	0.00	1,500.00	0.00	0.00	0.00	1,500.00	0
05-590-994 Bank Fees - Non-Dept	144.60	1,500.00	0.00	0.00	0.00	1,500.00	0
05-590-996 Bad Debt - Non-Dept	0.00	50,000.00	0.00	0.00	0.00	50,000.00	0
05-590-999 Other - Non-Operating Charges - Non-Dept	0.00	0.00	0.00	0.00	0.00	0.00	0
<b>Department Total</b>	<b>42,451.93</b>	<b>367,218.00</b>	<b>7,552.28</b>	<b>7,552.28</b>	<b>0.00</b>	<b>359,665.72</b>	<b>2</b>
<b>ENTERPRISE FUND Expend Total</b>	<b>51,997.49</b>	<b>2,129,366.00</b>	<b>20,077.81</b>	<b>20,077.81</b>	<b>0.00</b>	<b>2,109,288.19</b>	<b>1</b>

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
05	ENTERPRISE FUND	41,195.78	20,669.59	20,669.59	51,997.49	20,077.81	20,077.81	591.78

CITY OF POLK CITY  
Statement of Revenue and Expenditures

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Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
	Final Total	41,195.78	20,669.59	20,669.59	51,997.49	20,077.81	20,077.81	591.78

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2015

Assets

01-101-100	Cash - Checking	331,187.32
01-101-911	USDA - Loan Payments - Sinking Fund	17,014.80
01-101-931	USDA - Reserves	102,090.00
01-101-990	Van Fleet Cycling Challenge	859.09
01-102-100	Cash on Hand	575.00
01-115-105	Accounts Receivable - Invoicing	51.00
01-115-120	Accounts Receivable - Local Bus Licenses	3,265.00
01-117-100	Allowance for Bad Debt	11,117.47-
01-117-200	Allowance for Uncollectible A/R	4,690.95-
01-131-500	Due from Enterprise Fund	109,612.25
01-153-302	Restricted Cash - New Local Opt Gas Tax	121,617.45
01-160-902	Reserve Account	177,764.59
01-160-903	Reserve Acct - Emergencies & Contingency	62,924.00
	Total	<u>911,152.08</u>

ACCOUNTS RECEIVABLE

01-115-100	Accounts Receivable - Utilities	19,689.41
01-115-130	Accounts Receivable - Readiness to Serve	5,798.50
	Total ACCOUNTS RECEIVABLE	<u>25,487.91</u>
	Total Assets	<u>936,639.99</u>

Liabilities & Fund Balance

01-202-100	Accounts Payable	2,158.87-
01-202-900	Customer Deposits	750.00
01-207-800	Due to Enterprise Fund	284.46
01-208-305	Due to County - Public Srv Tax	3,774.47
01-208-310	Due to DCA - Bldg Permit Surcharge	32.19
01-208-320	Due to Dept of Business - License Fees	32.19
01-217-100	Accrued Payroll Taxes	3,871.51
01-218-200	FRS Retirement Payable	0.01
01-218-320	Supplemental Insurance Payable	549.03
01-218-400	Dental Plan Payable	464.53
01-218-410	Vision Plan Payable	173.00
01-243-100	Encumbrances Payable	2,624.79-
	Total Liabilities	<u>5,147.73</u>
01-245-100	Reserved for Encumbrances	2,624.79
01-255-100	Change in Fund Balance	59,315.37
01-271-100	Fund Balance Unreserved	843,844.57
	Total Fund Balance	<u>905,784.73</u>
	Total Liabilities & Fund Balance	<u>910,932.46</u>



CITY OF POLK CITY  
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
01-329-220	Site Plan Reviews	0.00	500.00	12.50	12.50	0.00	487.50-	2
Account Total		30.00	500.00	12.50	12.50	0.00	487.50-	2
01-331-700	FRDAP Grants	0.00	50,000.00	0.00	0.00	0.00	50,000.00-	0
01-334-201	Justice Assistance Grant (JAG)	0.00	5,200.00	0.00	0.00	0.00	5,200.00-	0
01-334-910	DEO GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0
Account Total		0.00	5,200.00	0.00	0.00	0.00	5,200.00-	0
01-335-120	MRS - State Sales Tax	4,502.78	54,476.00	4,582.19	4,582.19	0.00	49,893.81-	8
01-335-122	SRS - 8th Cent. Motor Fuel Tax	1,561.39	19,047.00	1,516.21	1,516.21	0.00	17,530.79-	8
01-335-123	MRS - Municipal Fuel Tax	1.82	25.00	0.61	0.61	0.00	24.39-	2
01-335-140	Mobile Home License	134.75	4,800.00	47.00	47.00	0.00	4,753.00-	1
01-335-150	Alcoholic Beverage License	0.00	475.00	0.00	0.00	0.00	475.00-	0
01-335-180	Half-Cent Sales Tax	0.00	88,177.00	0.00	0.00	0.00	88,177.00-	0
Account Total		6,200.74	167,000.00	6,146.01	6,146.01	0.00	160,853.99-	4
01-337-100	Library Coop Funding	0.00	25,000.00	0.00	0.00	0.00	25,000.00-	0
01-340-400	Solid Waste	267.28	241,200.00	53.95	53.95	0.00	241,146.05-	0
01-340-700	Stormwater Utility Fees	15.00	16,500.00	10.50	10.50	0.00	16,489.50-	0
01-340-900	Notary Fees	25.00	275.00	25.00	25.00	0.00	250.00-	9
Account Total		307.28	257,975.00	89.45	89.45	0.00	257,885.55-	0
01-344-900	FDOT Maintenance Agreement	0.00	14,249.00	0.00	0.00	0.00	14,249.00-	0
01-347-100	Library Income	365.50	7,000.00	490.80	490.80	0.00	6,509.20-	7
01-351-200	C.I. 56.4%	0.00	250.00	0.00	0.00	0.00	250.00-	0
01-359-300	Late Fees	10.50	250.00	0.00	0.00	0.00	250.00-	0
01-361-100	Interest Income	0.00	25.00	0.00	0.00	0.00	25.00-	0
01-362-100	Activity Center Rentals	150.00	500.00	0.00	0.00	0.00	500.00-	0
01-362-200	Donald Bronson Community Center Rentals	0.00	1,750.00	0.00	0.00	0.00	1,750.00-	0

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
<b>Account Total</b>		150.00	2,250.00	0.00	0.00	0.00	2,250.00-	0
01-365-100	Sales of Surplus Property	0.00	2,000.00	0.00	0.00	0.00	2,000.00-	0
01-366-100	Private Donations	0.00	250.00	0.00	0.00	0.00	250.00-	0
01-366-101	Private Donations - Christmas	0.00	1,100.00	200.00	200.00	0.00	900.00-	18
01-366-102	Private Donations - Halloween	40.00	900.00	150.00	150.00	0.00	750.00-	17
01-366-110	Private Donations - Library	0.00	900.00	0.00	0.00	0.00	900.00-	0
<b>Account Total</b>		40.00	3,150.00	350.00	350.00	0.00	2,800.00-	11
01-369-100	Misc. Income	0.00	1,500.00	0.69	0.69	0.00	1,499.31-	0
01-369-101	Misc Income - Copies and Faxes	3.15	150.00	0.00	0.00	0.00	150.00-	0
01-369-102	Misc Income - Collection Allowance	0.00	2,000.00	0.00	0.00	0.00	2,000.00-	0
01-369-120	Misc Income - Christmas	105.00	300.00	0.00	0.00	0.00	300.00-	0
01-369-130	Misc Income - Halloween	185.00	300.00	100.00	100.00	0.00	200.00-	33
01-369-140	Misc Income - City Wide Yard Sale	0.00	360.00	0.00	0.00	0.00	360.00-	0
01-369-190	Misc Income - Van Fleet Cycling Challeng	1,736.17	3,000.00	0.00	0.00	0.00	3,000.00-	0
01-369-400	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0
01-369-500	Refund of State Gas Tax	0.00	875.00	0.00	0.00	0.00	875.00-	0
<b>Account Total</b>		2,029.32	8,485.00	100.69	100.69	0.00	8,384.31-	1
01-381-400	Transfer From Enterprise Fund	0.00	20,000.00	0.00	0.00	0.00	20,000.00-	0
01-381-900	Cash Carry Forward	0.00	114,702.00	0.00	0.00	0.00	114,702.00-	0
<b>Account Total</b>		0.00	134,702.00	0.00	0.00	0.00	134,702.00-	0
<b>GENERAL FUND Revenue Total</b>		19,371.13	1,698,434.00	11,862.56	11,862.56	0.00	1,686,571.44-	1

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-000-000	GENERAL FUND EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-500-000	GENERAL FUND EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-511-100	LEGISLATIVE - PERSONNEL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-511-120	Regular Salary - Wages - Legislative	451.25	5,415.00	451.25	451.25	0.00	4,963.75	8
01-511-160	Bonuses and Gift Certificates - Legislat	0.00	1,077.00	0.00	0.00	0.00	1,077.00	0
01-511-210	Fica Taxes - Legislative	34.52	491.00	34.52	34.52	0.00	456.48	7

CITY OF POLK CITY  
Statement of Revenue and Expenditures

Expend Account Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-511-240 Worker's Compensation - Legislative	14.62	15.00	14.08	14.08	0.00	0.92	94
01-511-300 LEGISLATIVE - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-511-310 Professional Services - Legislative	0.00	250.00	0.00	0.00	0.00	250.00	0
01-511-400 Travel and Training - Legislative	0.00	4,500.00	448.55	448.55	0.00	4,051.45	10
01-511-470 Printing and Reproduction - Legislative	0.00	0.00	0.00	0.00	0.00	0.00	0
01-511-480 Promo Activities & Legal Ads - Legislati	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
01-511-490 Other Current Charges - Legislative	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0
01-511-510 Office Supplies - Legislative	48.39	200.00	47.93	47.93	0.00	152.07	24
01-511-520 Operating Supplies - Legislative	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
01-511-540 Books, Pub., Sub., & Memberships - Legis	870.00	3,500.00	989.00	989.00	0.00	2,511.00	28
<b>Department Total</b>	<b>1,418.78</b>	<b>19,948.00</b>	<b>1,985.33</b>	<b>1,985.33</b>	<b>0.00</b>	<b>17,962.67</b>	<b>10</b>
01-512-100 EXECUTIVE - PERSONNEL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-512-120 Regular Salary - Wages - Executive	8,221.12	114,000.00	7,757.77	7,757.77	0.00	106,242.23	7
01-512-130 Other Salaries and Wages - Executive	200.00	4,800.00	200.00	200.00	0.00	4,600.00	4
01-512-160 Bonuses and Gift Certificates - Executiv	0.00	13,200.00	0.00	0.00	0.00	13,200.00	0
01-512-210 Fica Taxes - Executive	675.78	11,108.00	682.61	682.61	0.00	10,425.39	6
01-512-220 Retirement Contribution - Executive	1,238.64	18,316.00	1,415.61	1,415.61	0.00	16,900.39	8
01-512-230 Life & Health Insurance - Executive	1,814.50	15,994.00	1,346.90	1,346.90	0.00	14,647.10	8
01-512-240 Worker's Compensation - Executive	307.80	310.00	296.40	296.40	0.00	13.60	96
01-512-300 EXECUTIVE - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-512-310 Professional Services - Executive	0.00	0.00	0.00	0.00	0.00	0.00	0
01-512-400 Travel and Training - Executive	0.00	3,000.00	85.00	85.00	0.00	2,915.00	3
01-512-410 Communication Services - Executive	0.00	0.00	0.00	0.00	0.00	0.00	0
01-512-470 Printing and Reproduction - Executive	0.00	100.00	0.00	0.00	0.00	100.00	0
01-512-490 Other Current Charges - Executive	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
01-512-510 Office Supplies - Executive	0.00	450.00	0.00	0.00	0.00	450.00	0
01-512-520 Operating Supplies - Executive	40.00	300.00	0.00	0.00	0.00	300.00	0
01-512-540 Books, Pub., Sub., & Memberships - Execu	216.00	1,200.00	216.00	216.00	0.00	984.00	18
<b>Department Total</b>	<b>12,713.84</b>	<b>183,778.00</b>	<b>12,000.29</b>	<b>12,000.29</b>	<b>0.00</b>	<b>171,777.71</b>	<b>7</b>
01-513-300 CITY CLERK - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-513-310 Professional Services - City Clerk	0.00	5,950.00	0.00	0.00	0.00	5,950.00	0
01-513-400 Travel and Training - City Clerk	616.42	2,400.00	316.85	316.85	0.00	2,083.15	13
01-513-470 Printing and Reproduction - City Clerk	700.00	3,000.00	700.00	700.00	0.00	2,300.00	23
01-513-492 Recording & Other Fees - City Clerk	0.00	1,200.00	0.00	0.00	0.00	1,200.00	0
01-513-510 Office Supplies - City Clerk	18.36	800.00	0.00	0.00	0.00	800.00	0
01-513-520 Operating Supplies - City Clerk	0.00	200.00	0.00	0.00	0.00	200.00	0

CITY OF POLK CITY  
Statement of Revenue and Expenditures

Expend Account Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-513-540 Books, Pub., Sub., & Memberships - City	0.00	400.00	155.00	155.00	0.00	245.00	39
<b>Department Total</b>	<b>1,334.78</b>	<b>13,950.00</b>	<b>1,171.85</b>	<b>1,171.85</b>	<b>0.00</b>	<b>12,778.15</b>	<b>8</b>
01-514-300 LEGAL COUNSEL - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-514-310 Professional Services - Legal Counsel	0.00	77,000.00	0.00	0.00	0.00	77,000.00	0
01-514-312 Professional Services - Other - Legal Co	0.00	0.00	0.00	0.00	0.00	0.00	0
01-514-480 Promo Activities & Legal Ads - Legal Cou	0.00	6,000.00	0.00	0.00	0.00	6,000.00	0
<b>Department Total</b>	<b>0.00</b>	<b>83,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>83,000.00</b>	<b>0</b>
01-515-300 COMPREHENSIVE PLANNING - OPERATING EXPEN	0.00	0.00	0.00	0.00	0.00	0.00	0
01-515-310 Professional Services - Comp Planning	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0
01-515-312 Professional Services-Other- Comp Planni	0.00	0.00	0.00	0.00	0.00	0.00	0
<b>Department Total</b>	<b>0.00</b>	<b>15,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,000.00</b>	<b>0</b>
01-516-100 FINANCE AND ACCOUNTING - PERSONNEL EXPE	0.00	0.00	0.00	0.00	0.00	0.00	0
01-516-120 Regular Salary - Wages - Fin & Acctng	5,537.85	77,364.00	5,456.82	5,456.82	0.00	71,907.18	7
01-516-140 Overtime - Fin & Acctng	95.63	187.00	38.06	38.06	0.00	148.94	20
01-516-160 Bonuses and Gift Certificates - Fin & Ac	0.00	0.00	0.00	0.00	0.00	0.00	0
01-516-210 Fica Taxes - Fin & Acctng	444.39	5,933.00	463.14	463.14	0.00	5,469.86	8
01-516-220 Retirement Contribution - Fin & Acctng	418.00	5,716.00	461.44	461.44	0.00	5,254.56	8
01-516-230 Life & Health Insurance - Fin & Acctng	1,273.97	15,786.00	1,312.18	1,312.18	0.00	14,473.82	8
01-516-240 Worker's Compensation - Fin & Acctng	206.81	210.00	207.20	207.20	0.00	2.80	99
01-516-300 FINANCE AND ACCOUNTING - OPERATING EXPEN	0.00	0.00	0.00	0.00	0.00	0.00	0
01-516-310 Professional Services - Fin & Acctng	0.00	0.00	0.00	0.00	0.00	0.00	0
01-516-400 Travel and Training - Fin & Acctng	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0
01-516-420 Education Reimbursement - Fin & Acctng	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0
01-516-470 Printing and Reproduction - Fin & Acctng	0.00	700.00	0.00	0.00	0.00	700.00	0
01-516-510 Office Supplies - Fin & Acctng	0.00	1,200.00	0.00	0.00	0.00	1,200.00	0
01-516-520 Operating Supplies - Fin & Acctng	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
01-516-540 Books, Pub., Sub., & Memberships - Fin &	0.00	300.00	0.00	0.00	0.00	300.00	0
<b>Department Total</b>	<b>7,976.65</b>	<b>112,896.00</b>	<b>7,938.84</b>	<b>7,938.84</b>	<b>0.00</b>	<b>104,957.16</b>	<b>7</b>
01-517-700 DEBT SERVICE PAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0
01-517-710 Principal - Debt Service Pmts	0.00	40,306.00	0.00	0.00	0.00	40,306.00	0
01-517-720 Interest - Debt Service Pmts	0.00	61,783.00	0.00	0.00	0.00	61,783.00	0
01-517-733 Mandated Reserve - Debt Service Pmts	1,235.74	0.00	0.00	0.00	0.00	0.00	0



CITY OF POLK CITY  
Statement of Revenue and Expenditures

Expend Account Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
<b>Department Total</b>	<b>1,235.74</b>	<b>102,089.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>102,089.00</b>	<b>0</b>
01-521-300 LAW ENFORCEMENT - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-521-305 Contract Labor - Law Enf	29,004.00	120,076.00	30,019.00	30,019.00	0.00	90,057.00	25
01-521-440 Rentals and Leases - Law Enf	0.00	582.00	0.00	0.00	0.00	582.00	0
01-521-460 Repairs and Maintenance - Law Enf	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0
01-521-510 Office Supplies - Law Enf	0.00	100.00	0.00	0.00	0.00	100.00	0
01-521-520 Operating Supplies - Law Enf	0.00	100.00	0.00	0.00	0.00	100.00	0
01-521-600 LAW ENFORCEMENT - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0
01-521-649 Machinery & Equip - JAG Grant - Law Enf	0.00	5,200.00	0.00	0.00	0.00	5,200.00	0
<b>Department Total</b>	<b>29,004.00</b>	<b>128,058.00</b>	<b>30,019.00</b>	<b>30,019.00</b>	<b>0.00</b>	<b>98,039.00</b>	<b>23</b>
01-524-100 BUILDING AND ZONING - PERSONNEL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-524-120 Regular Salary - wages - Bldg & Zoning	3,037.50	42,120.00	2,835.00	2,835.00	0.00	39,285.00	7
01-524-160 Bonuses and Gift Certificates - Bldg & Z	0.00	0.00	0.00	0.00	0.00	0.00	0
01-524-210 Fica Taxes - Bldg & Zoning	238.98	3,222.00	238.94	238.94	0.00	2,983.06	7
01-524-220 Retirement Contribution - Bldg & Zoning	225.18	3,104.00	238.78	238.78	0.00	2,865.22	8
01-524-230 Life & Health Insurance - Bldg & Zoning	635.45	7,915.00	659.82	659.82	0.00	7,255.18	8
01-524-240 Worker's Compensation - Bldg & Zoning	113.72	117.00	109.51	109.51	0.00	7.49	94
01-524-300 BUILDING AND ZONING - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-524-310 Professional Services - Bldg & Zoning	0.00	37,000.00	0.00	0.00	0.00	37,000.00	0
01-524-311 Engineering Services - Bldg & Zoning	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
01-524-400 Travel and Training - Bldg & Zoning	0.00	0.00	0.00	0.00	0.00	0.00	0
01-524-510 Office Supplies - Bldg & Zoning	0.00	200.00	0.00	0.00	0.00	200.00	0
01-524-520 Operating Supplies - Bldg & Zoning	0.00	100.00	0.00	0.00	0.00	100.00	0
<b>Department Total</b>	<b>4,250.83</b>	<b>94,778.00</b>	<b>4,082.05</b>	<b>4,082.05</b>	<b>0.00</b>	<b>90,695.95</b>	<b>4</b>
01-529-300 CODE ENFORCEMENT - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-529-400 Travel and Training - Code Enf	0.00	500.00	0.00	0.00	0.00	500.00	0
01-529-464 Vehicle Fuel - Code Enf	0.00	0.00	0.00	0.00	0.00	0.00	0
01-529-480 Promo Activities & Legal Ads - Code Enf	0.00	0.00	0.00	0.00	0.00	0.00	0
01-529-492 Recording & Other Fees - Code Enf	0.00	0.00	0.00	0.00	0.00	0.00	0
01-529-510 Office Supplies - Code Enf	0.00	100.00	0.00	0.00	0.00	100.00	0
01-529-520 Operating Supplies - Code Enf	0.00	150.00	0.00	0.00	0.00	150.00	0
<b>Department Total</b>	<b>0.00</b>	<b>750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>750.00</b>	<b>0</b>



CITY OF POLK CITY  
Statement of Revenue and Expenditures

Expend Account Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
<b>Department Total</b>	<b>3,752.27</b>	<b>85,050.00</b>	<b>3,226.29</b>	<b>3,226.29</b>	<b>0.00</b>	<b>81,823.71</b>	<b>4</b>
01-541-100 ROADS & STREETS - PERSONNEL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-541-120 Regular Salary - wages - Roads & Streets	4,390.50	76,942.00	5,380.33	5,380.33	0.00	71,561.67	7
01-541-140 Overtime - Roads & Streets	91.13	566.00	156.76	156.76	0.00	409.24	28
01-541-160 Bonuses and Gift Certificates - Roads &	0.00	0.00	0.00	0.00	0.00	0.00	0
01-541-210 Fica Taxes - Roads & Streets	362.65	5,929.00	475.81	475.81	0.00	5,453.19	8
01-541-220 Retirement Contribution - Roads & Street	183.12	4,864.00	393.96	393.96	0.00	4,470.04	8
01-541-230 Life & Health Insurance - Roads & Street	355.15-	16,746.00	1,392.58	1,392.58	0.00	15,353.42	8
01-541-240 Worker's Compensation - Roads & Streets	7,580.23	7,600.00	6,475.24	6,475.24	0.00	1,124.76	85
01-541-300 ROADS & STREETS - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-541-310 Professional Services - Roads & Streets	0.00	0.00	0.00	0.00	0.00	0.00	0
01-541-311 Engineering Services - Roads & Streets	0.00	0.00	0.00	0.00	0.00	0.00	0
01-541-315 Inmate Labor - Roads & Streets	4,350.30	17,249.00	4,312.28	4,312.28	0.00	12,936.72	25
01-541-400 Travel and Training - Roads & Streets	0.00	0.00	0.00	0.00	0.00	0.00	0
01-541-410 Communication Services - Roads & Streets	0.00	540.00	0.00	0.00	0.00	540.00	0
01-541-430 Utilities - Roads & Streets	0.00	24,500.00	0.00	0.00	0.00	24,500.00	0
01-541-460 Repairs and Maintenance - Roads & Street	0.00	5,500.00	0.00	0.00	0.00	5,500.00	0
01-541-461 Repairs & Maintenance-Equipment - Roads	0.00	3,500.00	0.00	0.00	0.00	3,500.00	0
01-541-464 Vehicle Fuel - Roads & Streets	200.00-	6,000.00	0.00	0.00	0.00	6,000.00	0
01-541-465 Vehicle Maintenance - Roads & Streets	0.00	3,500.00	0.00	0.00	0.00	3,500.00	0
01-541-492 Recording & Other Fees - Roads & Streets	0.00	0.00	0.00	0.00	0.00	0.00	0
01-541-493 Equipment Rental - Roads & Streets	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
01-541-510 Office Supplies - Roads & Streets	67.18	500.00	0.00	0.00	0.00	500.00	0
01-541-520 Operating Supplies - Roads & Streets	0.00	10,000.00	0.00	0.00	0.00	10,000.00	0
01-541-524 Chemicals - Roads & Streets	0.00	500.00	0.00	0.00	0.00	500.00	0
01-541-530 Road Materials & Supplies - Roads & Stre	0.00	6,500.00	0.00	0.00	0.00	6,500.00	0
01-541-600 ROADS & STREETS - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0
01-541-630 Improvements Other than Building - Roads	0.00	114,702.00	0.00	0.00	0.00	114,702.00	0
01-541-640 Machinery & Equipment - Roads & Streets	0.00	0.00	0.00	0.00	0.00	0.00	0
<b>Department Total</b>	<b>16,469.96</b>	<b>306,638.00</b>	<b>18,586.96</b>	<b>18,586.96</b>	<b>0.00</b>	<b>288,051.04</b>	<b>6</b>
01-571-100 LIBRARY - PERSONNEL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-571-120 Regular Salary - wages - Library	3,825.47	54,500.00	3,824.69	3,824.69	0.00	50,675.31	7
01-571-140 Overtime - Library	73.31	150.00	164.99	164.99	0.00	14.99-	110
01-571-160 Bonuses and Gift Certificates - Library	0.00	0.00	0.00	0.00	0.00	0.00	0
01-571-210 Fica Taxes - Library	307.90	4,181.00	336.02	336.02	0.00	3,844.98	8
01-571-220 Retirement Contribution - Library	289.13	4,028.00	330.28	330.28	0.00	3,697.72	8

CITY OF POLK CITY  
Statement of Revenue and Expenditures

Expend Account Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-571-230 Life & Health Insurance - Library	1,367.34	16,915.00	1,395.46	1,395.46	0.00	15,519.54	8
01-571-240 Worker's Compensation - Library	142.82	150.00	142.09	142.09	0.00	7.91	95
01-571-300 LIBRARY - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-571-310 Professional Services - Library	0.00	400.00	0.00	0.00	0.00	400.00	0
01-571-312 Professional Services - Other - Library	0.00	2,300.00	0.00	0.00	0.00	2,300.00	0
01-571-400 Travel and Training - Library	0.00	0.00	0.00	0.00	0.00	0.00	0
01-571-410 Communication Services - Library	226.26	1,850.00	342.22	342.22	0.00	1,507.78	18
01-571-430 Utilities - Library	0.00	4,400.00	0.00	0.00	0.00	4,400.00	0
01-571-440 Rentals and Leases - Library	0.00	0.00	0.00	0.00	0.00	0.00	0
01-571-460 Repairs and Maintenance - Library	729.00	2,500.00	18.02	18.02	0.00	2,481.98	1
01-571-480 Promo Activities & Legal Ads - Library	74.24	1,300.00	121.66	121.66	0.00	1,178.34	9
01-571-510 Office Supplies - Library	67.75	1,200.00	0.00	0.00	0.00	1,200.00	0
01-571-520 Operating Supplies - Library	0.00	8,000.00	438.00	438.00	0.00	7,562.00	5
01-571-540 Books, Pub., Sub., & Memberships - Libra	0.00	700.00	95.00	95.00	0.00	605.00	14
01-571-600 LIBRARY - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0
01-571-640 Machinery & Equipment - Library	0.00	0.00	0.00	0.00	0.00	0.00	0
01-571-660 Books, Pub.& Library Materials - Library	606.67	10,500.00	179.40	179.40	0.00	10,320.60	2
<b>Department Total</b>	<b>7,709.89</b>	<b>113,074.00</b>	<b>7,387.83</b>	<b>7,387.83</b>	<b>0.00</b>	<b>105,686.17</b>	<b>7</b>
01-572-300 PARKS - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-572-310 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0
01-572-315 Inmate Labor - Parks	1,450.10	5,750.00	1,437.43	1,437.43	0.00	4,312.57	25
01-572-430 Utilities - Parks	0.00	8,000.00	0.00	0.00	0.00	8,000.00	0
01-572-460 Repairs and Maintenance - Parks	662.50	55,000.00	330.50	330.50	0.00	54,669.50	1
01-572-520 Operating Supplies - Parks	0.00	1,200.00	0.00	0.00	0.00	1,200.00	0
01-572-600 PARKS - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0
01-572-630 Improvements Other than Building - Parks	0.00	0.00	0.00	0.00	0.00	0.00	0
<b>Department Total</b>	<b>2,112.60</b>	<b>69,950.00</b>	<b>1,767.93</b>	<b>1,767.93</b>	<b>0.00</b>	<b>68,182.07</b>	<b>3</b>
01-574-300 SPECIAL EVENTS - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-574-310 Professional Services - Spec Events	0.00	600.00	0.00	0.00	0.00	600.00	0
01-574-440 Rentals and Leases - Spec Events	148.00	250.00	198.00	198.00	0.00	52.00	79
01-574-470 Printing and Reproduction - Spec Events	0.00	350.00	185.00	185.00	0.00	165.00	53
01-574-480 Promo Activities & Legal Ads - Spec Even	0.00	100.00	0.00	0.00	0.00	100.00	0
01-574-491 Van Fleet Cycling Challenge - Spec Event	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0
01-574-520 Operating Supplies - Spec Events	615.21	3,500.00	255.29	255.29	0.00	3,244.71	7
<b>Department Total</b>	<b>763.21</b>	<b>7,800.00</b>	<b>638.29</b>	<b>638.29</b>	<b>0.00</b>	<b>7,161.71</b>	<b>8</b>

CITY OF POLK CITY  
Statement of Revenue and Expenditures

Expend Account Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-590-300 NON-DEPARTMENTAL - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-590-310 Professional Services - Non-Dept	0.00	1,500.00	0.00	0.00	0.00	1,500.00	0
01-590-311 Engineering Services - Non-Dept	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0
01-590-312 Professional Services - Other - Non-Dept	2,025.54	8,800.00	6,945.71	6,945.71	0.00	1,854.29	79
01-590-320 Accounting and Auditing - Non-Dept	4,002.90	13,928.00	834.49	834.49	0.00	13,093.51	6
01-590-450 Liability Insurance - Non-Dept	15,053.75	32,500.00	0.00	0.00	0.00	32,500.00	0
01-590-520 Operating Supplies - Non-Dept	0.00	0.00	0.00	0.00	0.00	0.00	0
01-590-528 Postage - Non-Dept	0.00	4,500.00	0.00	0.00	0.00	4,500.00	0
01-590-900 NON-DEPARTMENTAL - OTHER USES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-590-941 Reserves - Emergencies & Contingencies -	0.00	24,342.00	0.00	0.00	0.00	24,342.00	0
01-590-942 Reserves - Capital Outlay Purchases - N	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0
01-590-950 Transfer to Rstr Streets Paving-Non-Dept	0.00	42,055.00	0.00	0.00	0.00	42,055.00	0
01-590-991 Aids to Private Organizations - Non-Dept	0.00	500.00	0.00	0.00	0.00	500.00	0
01-590-992 Unemployment Claims - Non-Dept	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0
01-590-995 Refund of Overpayments	0.00	0.00	0.00	0.00	0.00	0.00	0
01-590-996 Bad Debt - Non-Dept	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0
01-590-999 Other - Non-Operating Charges - Non-Dept	11.55	5,500.00	0.00	0.00	0.00	5,500.00	0
<b>Department Total</b>	<b>21,093.74</b>	<b>148,125.00</b>	<b>7,780.20</b>	<b>7,780.20</b>	<b>0.00</b>	<b>140,344.80</b>	<b>5</b>
<b>GENERAL FUND Expend Total</b>	<b>123,618.70</b>	<b>1,698,434.00</b>	<b>112,304.70</b>	<b>112,304.70</b>	<b>0.00</b>	<b>1,586,129.30</b>	<b>7</b>

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
01	GENERAL FUND	19,371.13	11,862.56	11,862.56	123,618.70	112,304.70	112,304.70	100,442.14-

CITY OF POLK CITY  
Statement of Revenue and Expenditures

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
	Final Total	19,371.13	11,862.56	11,862.56	123,618.70	112,304.70	112,304.70	100,442.14-

## Library 2014-2015 reports

<b>Adult</b>	October
In Symphony	907
DVD'S	1098
Total	2005
<b>Juvenile</b>	
Symphony	605
Other	69
Total	674
<b>Total Circulation:</b>	2679
<b><u>In-house Use</u></b>	
<b>New Borrowers:</b>	
In City	7
In County	2
Reciprocal (TBLC)	
Reciprocal (LkOsO)	
<b><u>Total new borrowers:</u></b>	9
<b>Programs:</b>	
<b>Number of Programs</b>	6
Adult	1
Juvenile	5
YA	
<b>Total programs:</b>	7
<b>Attendance</b>	
Adult	4
Juvenile	21
YA	
<b><u>Total Attendance:</u></b>	25
<b>Computer Usage:</b>	
<b><u>Number of users</u></b>	637
<b>Reference Questions</b>	80
Traditional	
Virtual	
<b><u>Phone Calls</u></b>	171
<b>People</b>	1183

**POLK COUNTY SHERIFF'S OFFICE  
DEPARTMENT OF LAW ENFORCEMENT**

*STATISTICAL DATA*

West **Division**

November 06, 2014

Northwest District

To: Patricia Jackson , City Manager  
 From: Sergeant John Conover  
 Subject: Statistical report for October, 2014.

ACTIVITY	
FELONY ARREST	0
AFFIDAVITS FELONY	0
MISDEMEANOR ARREST	1
AFFIDAVITS MISDEMEANOR	0
OUT OF COUNTY/STATE WARRANT ARRESTS	0
PROCAP WARRANT ARREST	0
TOTAL ARRESTS	1
SEARCH WARRANTS	0
FIELD INTERROGATION REPORTS	0
TRAFFIC CITATIONS	0
INTELLIGENCE REPORTS	0
STOLEN PROPERTY RECOVERED	\$0
HRS. TRANSPORTING/ AGENCIES/DIVISIONS	0
OFFENSE REPORTS	4
NARCOTICS SEIZED	\$.00
ASSETS SEIZED	\$.00
PATROL NOTICES	0
FOXTROT REPORTS	0
TOW-AWAY NOTICES	0
COMMUNITY CONTACTS	128
TRAFFIC STOPS	1
TOTAL DISPATCHED CALLS FOR SERVICE	38



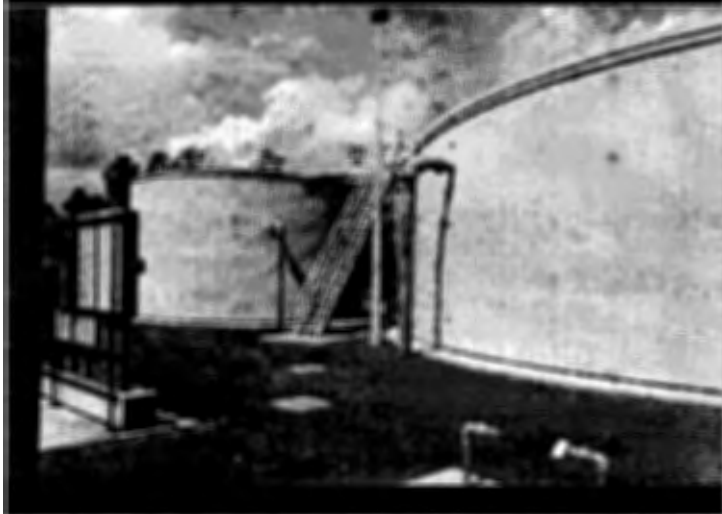
In October 2014, there were five (5) PROCAP captured crimes as compared to five (5) in October of 2013. A residential burglary at 505 1<sup>st</sup> Street where unknown suspect entered into a vacant residence and removed the cooper wire from the walls. A business burglary occurred at 501 Commonwealth Ave. where unknown suspect attempted to enter the business by breaking out the front door. The suspect were not able to gain entry into the business.

A grand theft occurred at 212 Citrus Grove Blvd. apartment #7 where unknown suspect removed a baseball card collection. Two petit theft occurred one at 205 Commonwealth Ave. where two known suspect removed a cell phone from the victim. Both were charged with petit theft. The second theft occurred at 707 2<sup>nd</sup> Street Apartment D where unknown suspect removed a cell phone from the residence.

CaseNo	Inc From	Inc To	DOW	Location	Narrative
PCSO-140046572	2014-10-27 / 0238hrs	2014-10-27 / 0250hrs	Mon	501 COMMONWEALTH AVE SW Texaco	attempted busin burglary; unk susp threw a concrete block at front glass window causing damage / alarm sounded at busin & entry doesnt appear to have been made <b>/Attempting to get copy of video from business</b>
PCSO-140045401	2014-10-19 / 1140hrs	2014-10-19 / 1150hrs	Sun	505 1ST ST	vacant resid - broke out glass window; majority of panel walls was removed & holes cut in ceiling / approx \$100 worth of copper wire missing
PCSO-140045616	2013-10-20 / 1930hrs	2014-10-20 / 2120hrs	Mon	212 CITRUS GROVE BLVD N #7	while at resid 2 known susps removed green ammo can & assorted baseball cards Susps: Gloria Tribble WF 020571 & Robert WM 25-30yoa
PCSO-140047162	2014-10-19 / 0139hrs	2014-10-19 / 0139hrs	Sun	205 COMMONWEALTH AVE (N)	white Galaxy Note 2 smartphone removed from victs resid while susp was visiting Susp: Tyler Bradley WM 080193 & Corey Cooper WM 102896
PCSO-140047118	2014-10-27 / 0600hrs	2014-10-27 / 0600hrs	Mon	707 2ND ST #D	white Galaxy Note 2 smartphone removed from victs resid while susp was visiting Susp: Tyler Bradley WM 080193 & Corey Cooper WM 102896

**Department of Law Enforcement  
Polk County - 2013-2014**

	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec		Totals		Monthly Change	Average	
	13	14	13	14	13	14	13	14	13	14	13	14	13	14	13	14	13	14	13	14	13	14	13	14	13	14		13	14
Robbery	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0%	0.0	0.1
Burg. Business	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	2	-100%	0.0	0.3
Burg. Residence	1	1	0	1	0	1	1	1	1	0	0	0	2	0	2	0	1	0	1	0	2	0	1	0	5	4	0%	0.7	0.6
Burg. Structure	0	0	0	0	0	1	1	1	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1	4	0%	0.1	0.6
Burg. Conveyance	0	0	0	2	0	1	2	1	3	0	0	0	1	0	1	0	0	0	0	0	1	0	0	0	6	4	0%	0.9	0.6
Vehicle Theft	1	1	0	0	0	0	0	0	1	0	0	0	0	2	0	0	1	0	1	0	0	0	0	0	2	3	200%	0.3	0.4
Grand Theft	0	0	3	0	0	0	0	1	0	1	0	0	1	0	0	0	1	0	1	0	1	0	2	0	4	2	0%	0.6	0.3
Petit Theft	1	0	0	0	0	0	1	2	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	3	2	0%	0.4	0.3
Mail Theft	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0%	0.0	0.0
Retail Theft	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0%	0.1	0.0
Criminal Mischief	1	2	1	0	2	1	1	1	3	0	1	0	2	0	1	0	0	0	1	0	0	0	0	0	11	4	0%	1.6	0.6
<b>Totals</b>	<b>4</b>	<b>4</b>	<b>5</b>	<b>3</b>	<b>2</b>	<b>5</b>	<b>6</b>	<b>8</b>	<b>8</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>7</b>	<b>3</b>	<b>4</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>33</b>	<b>26</b>	<b>50%</b>	<b>4.7</b>	<b>3.7</b>
<b>% Change</b>	<b>0%</b>	<b>-40%</b>	<b>150%</b>	<b>33%</b>	<b>-88%</b>	<b>100%</b>	<b>-57%</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>-21%</b>	<b>-21%</b>			



**Polk City  
Commissioners**

**OCTOBER  
2014 UTILITY  
OPERATIONS  
SUMMARY**

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1.1.    Miscellaneous Job Order Completions .....	3
1.2.    Water System Flow Information.....	3
<b>PLANNED NOVEMBER MONTHLY ACTIVITIES.....</b>	<b>1</b>

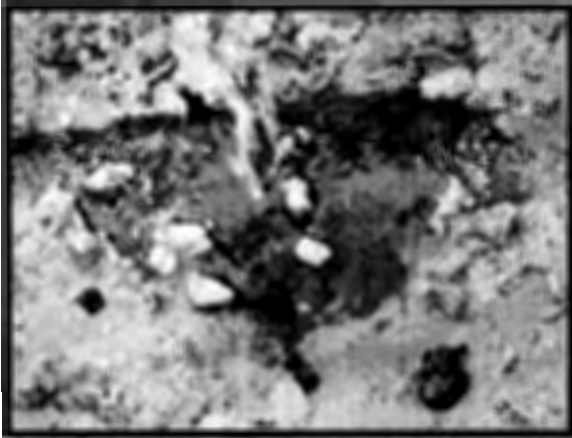
## EXECUTIVE SUMMARY

The following points are presented as an overall summary of water and wastewater utility department activities and events that occurred during the month of October, 2014:

- Completed company's monthly safety requirements.
- Working on asset data collection for new maintenance tracking program.
- George Harper left to pursue other employment.
- Working bugs out of the new data processing software.
- Submitted lead and copper sample results to customers whose samples were selected for testing.
- Repaired sewer manhole on Samaritan Ave.
- Repaired 6 inch water main on Oak Ave.
- Assisting city with transition of billing department.

## OPERATIONS AND MAINTENANCE ACTIVITIES

- Completed monthly compliance sampling.
- Working with billing to fix issues found during meter change out process.
- Working on liftstation maintenance and grease removal.
- Training city personnel to take over billing office.
- Found cracked clay sewer line on Damascus Ave.
- Found hole in piping in manhole on Samaritan Ave.
- Completed annual sampling on water systems.
- Performing laptop tests for billing office.



Cracked 6 inch water main on Oak Ave.



## 1.1. MISCELLANEOUS JOB ORDER COMPLETIONS

- 47 wastewater lift station checks.
- 11 lift station repairs and maintenance items completed.
- 63 water line and hydrant repairs, and maintenance items.
- 2340 monthly meter readings.
- 52 locates
- 257 work orders.
- 4 Call outs from answering service.
- 1 call outs from system SCADA and Autodialers.

### Meter related activities

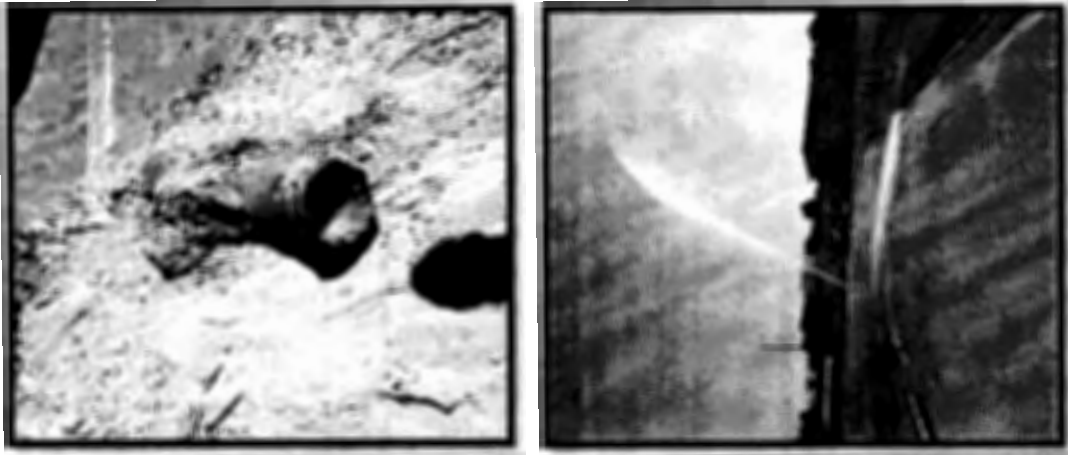
- 45 services turned on
- 14 disconnects
- 5 new installations
- 30 meters replaced
- 54 registers replaced

## 1.2. WATER SYSTEM FLOW INFORMATION

Month	Water Delivered (MG)	Water Lost (MG)	Leakage (MG)
August 2014	10.352	0.644	0.334
September 2014	10.124	0.444	0.337
October 2014	10.994	0.488	0.355

## PLANNED NOVEMBER MONTHLY ACTIVITIES

- Work on integration of wastewater system into new data collection software.
- Rehab Cardinal Hill WWTF onsite sprayfield.
- Continue working on new maintenance tracking program.
- Complete set-up of work plan for New Year.
- Finish replacing meters and registers.



Broken sewer line and water line.



Little critters!





## City of Polk City City Council Agenda Form

Meeting Date: November 17, 2014  
Item Number: 1

<b>Subject:</b>	
Cattle Grazing Lease Agreement with George Trenen Bush	
<b>Department:</b>	
Administration	
<b>Summary:</b>	
Mr. Bush contacted the City regarding five acres the City owns adjacent to the Joshua Land property which he currently leases for his cattle business. Upon accidental discovery there is no perimeter fence in place. Therefore, his cattle has been free to graze on the five acres that Polk City owns. It is Mr. Bush's desire to continue occupying this property and will maintain such at his expense.	
<b>Requested Council Action:</b>	
Approve the Cattle Grazing Lease Agreement with George Trenen Bush for one year in the amount of \$10.00 per month.	
<b>Financial Impact:</b>	
Attachments:           X	Supporting Documents Reviewed           X
Submitting Department Head:	Date:
Approved by City Manager:	Date:
Patricia Jackson, City Manager	11/13/2014
City Council Action: <input type="checkbox"/> Approved as Recommended <input type="checkbox"/> Approved with Modifications <input type="checkbox"/> Tabled to Time Certain     Date: _____	

## CATTLE GRAZING LEASE

**THIS LEASE**, effective the 17th day of November, 2014, by and between **CITY OF POLK CITY, FLORIDA**, a Florida municipal corporation (hereafter "LESSOR"), and **TJC&D MANAGEMENT, INC.**, a company residing at 205 Avenue K, SE, Winter Haven, FL 33880 (hereafter "LESSEE").

### RECITALS

1. The LESSOR owns that property more particularly described in Exhibit "A" attached to and incorporated in this Lease.
2. LESSEE desires to lease said property to All that property described in Exhibit "A" attached hereto for the purpose of grazing cattle.

ACCORDINGLY, in consideration of the above stated Recitals and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

**SECTION 1. TERM AND RENT.** The term of this lease shall be for a period of one year commencing on November 17, 2014. LESSEE shall pay LESSOR rent in the amount of ten dollars (\$10) per month, with each monthly payment being paid by LESSEE within ten days after the end of each calendar month in which this Lease is effective.

**SECTION 2. QUIET ENJOYMENT.** Provided LESSEE shall keep and perform all of the terms, covenants and conditions hereof, LESSEE shall peaceably possess and quietly enjoy the Property without hindrance or interruption subject only to the terms hereof, reservations, restrictions, easements, and mortgages of record and applicable zoning and other governmental regulations.

**SECTION 3. USE OF PROPERTY.** LESSEE shall use the said property solely for the grazing and keeping of cattle, and no other use shall be made thereof without the prior express written consent of LESSOR. LESSEE shall at all times keep at least 25 head of livestock (including cows, bulls, calves and horses) grazing on the Property. LESSEE shall not permit any person to reside on the Property or any part thereof. LESSEE shall make no immoral, offensive, or illegal use of the Property or do anything thereon deemed extra hazardous or which would cause insurance rates to increase. LESSEE shall abide by all reasonable directions and requirements of any insurance company insuring the property and shall keep and abide by all laws, ordinances, rules and regulations of all governmental bodies and their respective regulatory agencies having any jurisdiction over the property. LESSEE shall not commit or suffer any strip or waste in or about the Property. LESSEE covenants to at all times follow good

husbandry and conservation practices with respect to LESSEE's agricultural use of the Property. LESSEE further covenants that LESSEE's use of the said property will be of sufficient intensity at all times to satisfy "greenbelt" requirements.

**SECTION 4. MAINTENANCE OF PROPERTY.** LESSEE shall keep the property clean and in presentable order at all times and will permit no trash, rubbish, or hazardous wastes to be dumped or accumulated on the property. LESSEE shall mow the property from time to time should same be necessary to keep it presentable and orderly and shall maintain all perimeter fencing on the property in good order and repair. LESSEE shall regularly inspect the property and take reasonable steps to secure it from trespassers. LESSEE shall not make any alterations or improvements of a permanent nature to the Property without the prior written consent of LESSOR.

**SECTION 5. TAXES.** LESSOR shall pay all taxes and assessments against the property and all improvements places thereon during the term hereof.

**SECTION 6. INDEMNIFICATION.** LESSOR shall not be liable to LESSEE or any other person for any damage to property or injury to persons upon the property from any cause whatever, including, but not limited to, act of God, fire, water, defects in the property or otherwise. LESSEE shall indemnify and hold harmless LESSOR from and against any and all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with LESSEE's use, occupancy, management or control of the property or any portion thereof, or arising out of or in any way connected with any act or omission of the LESSEE, any of LESSEE's subtenants, licensees, agents or representatives and their respective successors and assigns or anyone claiming by, through, under or against LESSEE, or resulting from any breach, violation or nonperformance of any covenant, condition or agreement herein contained on the part of the LESSEE to be kept and performed resulting in loss of life or injury to any person or persons or damage to any property. LESSEE shall defend any and all actions, suits or proceedings which may be brought against LESSOR, or in which LESSOR may be impleaded or joined with others and shall satisfy, pay and discharge any and all judgments, orders and decrees that may be recovered against LESSEE or LESSOR in any such action or proceedings. The foregoing provisions of this Paragraph 6 shall survive the termination of this lease.

**SECTION 7. WAIVER OF DEFAULT.** No waiver of any breach of any of the terms, covenants and conditions hereof shall be taken or construed to be the waiver of any other or succeeding breach of the same or any other term, covenant or condition hereof.

**SECTION 8. CORRECTIONS OF DEFAULTS.** If LESSEE defaults in any of the terms, covenants and conditions hereof, LESSOR may perform the

same or procure the performance thereof without waiving or affecting the option to terminate the term hereof or waiving such default or waiving any rights hereunder, and all payments or expenditures (including reasonable attorney's fees as hereinafter provided) made by LESSOR in so doing shall be charged to LESSEE, shall become immediately due and payable and shall bear interest at the rate of 15 percent per annum from the date of disbursement by LESSOR until paid by LESSEE .

**SECTION 9. DEFAULT.** In the event LESSEE shall continue in default in the observance or performance of any of the terms, covenants and conditions hereof after 15 days notice of such default in writing, LESSEE shall become a tenant at sufferance, thereby waiving all right of notice. In such event, LESSOR, or LESSOR's duly authorized agents, shall be entitled to re-enter and take possession of the Property without legal process and to dispossess and remove all persons, their goods and chattels, without liability in law or in equity for any damages caused by such removal, possession and reentry, and LESSEE hereby waives any and all claims for damages therefore and hereby discharges LESSOR therefrom. Such re-entry and repossession shall be a cumulative remedy and shall not deprived LESSOR of any other legal rights which LESSOR may have as a matter of law. LESSEE agrees to pay, in the event of a default under the terms hereof, all costs, expenses and reasonable attorneys' fees incurred in the enforcement by LESSOR of any of the terms and conditions hereof, or in regaining the Property, including those costs, expenses and reasonable attorneys' fees incurred in appellate proceedings.

**SECTION 10. ASSIGNMENT AND SUBLETTING.** This lease may not be assigned in whole or in part and no portion of the Property may be sublet without the prior written consent of LESSOR, which consent may be withheld arbitrarily. Any attempted assignment of this lease or subletting of any of the Property without such written consent shall be void.

**SECTION 11. ENVIRONMENTAL RESTRICTIONS.** LESSEE agrees to abide by any and all Federal, State or local environmental laws, including, but not limited to, the following: (1) the Federal Clean Air Act, the Federal Water Pollution Control Act, the Federal Solid Waste Disposal Act, the Federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "SUPERFUND"), the Federal Safe Water Drinking Act, the Federal Insecticide, Fungicide and Rodenticide Act, the National Environmental Policy Act, and regulations of the Environmental Protection Agency; (2) all State laws covering environmental and agricultural matters as each may be amended from time to time together with applicable administrative rules and regulations of the Florida Department of Environmental Protection, the Florida Department of Agriculture and other government agencies; and (3) any rule of common law or any judicial interpretation giving rise to environmental liability. The following activities are strictly prohibited under this Lease:

- (a) Dumping or burying of any trash or waste on the Property.

- (b) Improper storage or disposal of chemical or fuels which may lead to environmental contamination.
- (c) Improper use of chemicals or fuels which may lead to or result in a hazardous or toxic discharge to the environment.
- (d) Improper burning of chemicals, waste, fuels or containers which may lead to or result in a hazardous or toxic discharge to the environment.

**SECTION 12. ACCESS TO PROPERTY BY LESSOR.** LESSOR and any of LESSOR's agent shall have free access to the Property and all parts thereof at all reasonable times provided LESSEE's use of the Property is not unreasonably disturbed.

**SECTION 13. TERMINATION.** In the event LESSOR enters into a contract for the sale or development of all or any portion of the Property, LESSOR shall have the right to terminate the term of this lease with respect to all or any portion of the Property upon 90 days' written notice to LESSEE. In the event LESSEE requests a copy of the executed contract, LESSOR shall immediately furnish the same to him. Upon any termination pursuant to the preceding sentence, LESSOR shall reimburse LESSEE promptly after the date of termination, and after delivery by LESSEE to LESSOR of copies of invoices documenting the expenses, for all out of pocket expenses incurred by LESSEE for the six months prior to the date of termination directly related to improving the grazing conditions on the Property, which expenses shall include the cost of herbicide, fence repair and replacement, irrigation (electricity and equipment rental), land clearing, burning or chopping expenses (including equipment rental, fuel and labor [other than labor of LESSEE]), grass seed, fertilizer and lime. Such expenses shall not include expenses such as medicine, supplemental feed, minerals, pregnancy testing or other cattle health care costs, bangs testing, spraying, branding and marketing and similar expenses not directly related to grazing conditions. LESSEE shall discontinue all efforts to improve the grazing conditions on the Property upon receiving notice of termination. Upon such termination, neither LESSOR nor LESSEE shall have any further rights or obligations hereunder except as expressly provided herein.

**SECTION 14. MISCELLANEOUS PROVISIONS AND DEFINITIONS.** All of the terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns. Whenever used herein, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This lease and all instruments or documents relating to same and all references herein shall be construed under Florida law.

**IN WITNESS WHEREOF**, the parties have caused this lease to be executed the day and year first above written.

Signed, sealed and delivered  
before these witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**LESSEE**

**TJC&D MANAGEMENT, INC. a  
company**

By: \_\_\_\_\_  
George Trenen Bush, President

Date: \_\_\_\_\_

**LESSOR**

**CITY OF POLK CITY, a Florida  
municipal corporation**

\_\_\_\_\_  
Joe LaCascia, Mayor

Approved as to form and correctness

ATTEST:

\_\_\_\_\_  
Sheandolen P. Dunn, Deputy City Clerk

\_\_\_\_\_  
Thomas A. Cloud, City Attorney

[Home Page](#) » [Return To Search Results](#)

**Parcel Details: 25-26-33-296500-041010**

 TAX EST  
  PRT CALC  
  PRC  
  TRIM  
  TAX BILL

**Owners**

POLK CITY CITY OF 100%

**Mailing Address**

Address 1 **123 BROADWAY BLVD SE**  
 Address 2  
 Address 3 **POLK CITY FL 33868-9225**

**Site Address**

Address 1 **0 ORANGE BLVD**  
 Address 2  
 City **POLK CITY**  
 State **FL**  
 Zip Code **33868**

**Parcel Information**

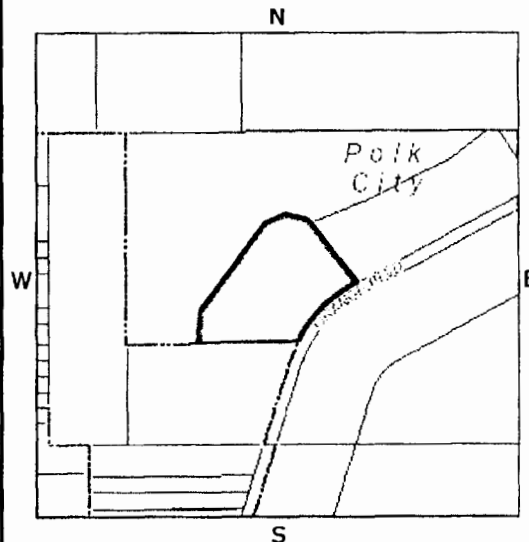
Neighborhood **6666.00**  
 Show Recent Sales in this Neighborhood  
 Subdivision **POLK CITY PB 24 PG 1 & 1A**  
 Property (DOR) Use Code **Vacant Municipal - vac land or misc impr of some value (Code: 7089)**  
 Acreage **5.27**  
 Taxing District **UNINCORP/SWFWM (Code: 90000)**

**Property Desc**

**DISCLAIMER:** This property description is a condensed version of the original legal description recorded in the public records. It does not include the section, township, range, or the county where the property is located. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.

POLK CITY PB 24 PG 1 & 1A S28 29 32 33 & 34 T26 R25 PT OF BLK 41 DESC AS: COM SE COR OF BLK 20 S62-53-34W ALG SELY BNDRY OF BLK 20 861.00 FT FOR POB SWLY 365.87 FT ALG CURVE TO SE COR OF BLK 41 WEST ALG S LINE OF BLK 41 436.30 FT N06-17-00E 140.13 FT N37-38-30E 460.10 FT N68-28-00E 100.77 FT S73-41-30E 98.07 FT TO E LINE OF BLK 41 S38-39- 40E ALG E LINE 336.78 FT TO POB

**Area Map**



**Recorded Plat**

Visit the Polk County Clerk of Courts website to view the Recorded Plat for this parcel

Note: Some plats are not yet available on the Clerk's website. The site contains images of plats recorded on 01/05/1973 (beginning with book 058 Page 020) or later. For information on Plats recorded before 01/05/1973 (Book 058 Page 019 or less) please contact the Polk County Clerk's Office.

**Mapping Worksheets (plats) for 252633**

**GEORGE TRENEN BUSH CPA & CO., P.A.**

205 Avenue K., S.E.  
Winter Haven, Florida 33880  
(863) 401-8866  
Fax (863) 401-8503

Member  
Florida Institute of  
Certified Public Accountants

Member  
American Institute of  
Certified Public Accountants

October 2, 2014

The City Of Polk City  
123 Broadway Blvd SE  
Polk City, Fl. 33868

Attn: Patricia Jackson

Mrs. Jackson

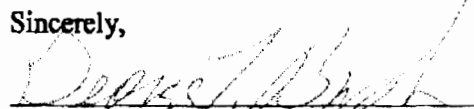
Thank you so much for returning my phone calls regarding the issue at hand. As you will recall I contacted you concerning five acres the City owns which is adjacent to me on Orange Blvd. My son and I have recently started in the cattle business and have leased the Joshua Land property adjacent to the City property since July of this year. As we have now discovered thru our conversation there is no fence between us and my cattle are currently free to roam on the five acres the City owns. I had no idea this was the case. I thought the perimeter fence on my pasture was the perimeter of my property and that the City property was next door.

My initial intention was to offer to clean the property up and fix the fence so the City would not incur any expenses and be able to let the cows use the five acres. Little did I know I had already fixed the fence, cleaned up the property mowed and fertilized it.

I would like to ask permission to leave things as they are and agree to use the five acres that belongs to the City and in exchange mow and care take it and keep the perimeter fence up for the City. I have all necessary insurance in place as I already have the Joshua property under lease. In addition, if the City will agree it is my intention to approach the adjacent property owners on the other side where the old dilapidated trailer sits along with several piles of junk and see if I could work something out with them as well. This of course is not feasible unless the City and I can come to some sort of arrangement. As I said earlier I would go in and clean and mow that piece also. It would appear this would be a win win for all concerned.

I appreciate your time and the City Counsels time regarding this matter and will be happy to answer any questions you may have. My contact numbers are shown above. Thank you for your attention to this matter.

Sincerely,

  
George Trenen Bush





## City of Polk City City Council Agenda Form

Meeting Date: November 17, 2014

Item Number: 2

<b>Subject:</b>	
Honey Bee Lane Resurfacing Project Bids	
<b>Department:</b>	
Streets and Roads	
<b>Summary:</b>	
Based on the attached documentation City Staff is recommending the bid for resurfacing of Honey Bee Lane be awarded to Ranger Construction to include the Base Project, Full Depth Replacement – Repairs.	
<b>Requested Council Action:</b>	
Accept bid from Ranger Construction to include base project and full depth replacement – repairs in the amount of \$193,830.55.	
<b>Financial Impact:</b>	
\$193,830.55 (includes bond)	
Attachments:           X	Supporting Documents Reviewed           X
Submitting Department Head:	Date:
Approved by City Manager:	Date:
City Council Action: <input type="checkbox"/> Approved as Recommended <input type="checkbox"/> Approved with Modifications <input type="checkbox"/> Tabled to Time Certain     Date: _____ <input type="checkbox"/> Denied	

# Memorandum

**To:** Mayor and City Commission  
**From:** Patricia Jackson, City Manager  
**Date:** 11/12/2014  
**Re:** Honey Bee Lane Resurfacing Project

---

Please find attached the information from A-C-T Environmental & Infrastructure, Inc. regarding the Honey Bee Lane Resurfacing Project. The majority of Honey Bee Lane requires rebuilding of the road base and shoulders. City Staff is recommending the following be included for this project:

1. Base Project	\$170,308.50
2. Full Depth Replacement – Repairs	\$ 22,552.05
3. Bid Bond	\$ 970.00 (approximately)
Total cost of the project will be	\$193,830.55

Breakdown of how this project will be funded:

Restricted Cash – New Local Option Gas Tax	\$163,151.45
(this includes cash carry forward and what is budgeted for FY 2015)	
Emergencies & Contingencies (reserves)	\$ 30,679.10

Thank you,





**CORPORATE OFFICE**  
1875 West Main Street · Bartow, FL 33830  
www.A-C-T.com

863.533.2000

November 10, 2014

Ms. Kathy Delp  
City of Polk City Florida  
123 Broadway Blvd. SE  
Polk City, FL 33868

**RE: Honey Bee Lane Resurfacing  
RFB 14-02**

Dear Ms. Delp,

As you will recall, the Honey Bee Lane Resurfacing Bid Documents required the Contractors to provide alternate items for the City's consideration. The alternatives, in our opinion, should be approved in the following order if budget constraints are hindering the project:

Apparent Low Bidder: Ranger Construction Industries, Inc.

Total Project Bid: \$ 286,541.25 (includes bond)

- |                                       |               |
|---------------------------------------|---------------|
| 1. Base Project                       | \$ 170,308.50 |
| 2. Full Depth Replacement – Repairs   | \$ 22,552.05  |
| 3. Full Depth Replacement – Shoulders | \$ 29,975.10  |
| 4. Crown Centerline                   | \$ 25,655.60  |
| 5. Traffic Calming Devices            | \$ 37,080.00  |

We trust this information is sufficient to assist in your decision making process.

Respectfully Submitted,  
**ACT ENVIRONMENTAL & INFRASTRUCTURE, INC.:**

A handwritten signature in black ink, appearing to read "D.F. Hammer", with a long horizontal line extending to the right.

David F. Hammer, P.E.  
Senior Project Manager  
Ext. 268



**CORPORATE OFFICE**  
1875 West Main Street · Bartow, FL 33830  
www.A-C-T.com

863.533.2000

November 10, 2014

Ms. Kathy Delp  
City of Polk City Florida  
123 Broadway Blvd. SE  
Polk City, FL 33868

**RE: Honey Bee Lane Resurfacing  
RFB 14-02**

Dear Ms. Delp,

We have reviewed the bid documents provided to the City for the resurfacing of Honey Bee Lane. Based on this review we are recommend that the proposed work be awarded to:

Ranger Construction  
Mr. Michael Herold  
1200 Elboc Way  
Winter Garden, Florida 34787  
Phone Number: 407 656-9255  
Total Bid Amount: \$ 286,541.25 (including bond)

Ranger Construction was the apparent low-bidder and their references were highly pleased with the work and personnel that was provided on their respective projects.

A copy of their reference letters with our phone call review data is attached to this letter.

Respectfully Submitted,  
**ACT ENVIRONMENTAL & INFRASTRUCTURE, INC.:**

A handwritten signature in black ink, appearing to read 'D.F. Hammer', with a long horizontal line extending to the right.

David F. Hammer, P.E.  
Senior Project Manager  
Ext. 268



Horizon Engineering Group, Inc.  
2603 Mainland Center Parkway, Suite B  
Maitland, Florida 32751  
407 644 7755 Ph  
407 544 7855 Fax

October 2, 2014

Re: Letter of Recommendation  
Ranger Construction Industries, Inc.

To Whomever;

Horizon Engineering Group (Horizon) has worked with Ranger Construction Industries (Ranger) on a large Design Build project for the Florida Department of Transportation. The personnel that we worked directly with from Ranger was Pete Scholer (Project Construction Manager) and Will Nash (Project Construction Engineer).

a. **Project:** I-4 at SR 46 Interchange Improvements. Ranger was the lead contractor and Horizon was the lead design firm for improvements of the interchange at SR 46 with Interstate 4. The client was FDOT District 5. The FDOT FPID number was 407573-1-52-01. The location was in Seminole County, Florida. The project was completed in 2013.

b. **Dollar Value:** \$30 Million ±

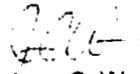
c. **Description of Project:** The project included the complete reconstruction of the interchange, 3.5 miles of collector distributor road, milling and resurfacing 3.0 miles of I-4, open and closed drainage systems including 3 retention ponds, traffic control, utility relocations, two bridge widenings and one new bridge, MSE walls, high mast lighting, and extensive ITS installation. It also included widening SR 46 from 4 lanes to 6 lanes and converting it from a rural roadway to an urban roadway including reconstructing 4 signalized intersections. Ranger self - performed the paving, drainage, earthwork, traffic control, and utility relocations for water and sewer.

d. **Was Project Completed Timely:** The project was completed ahead of schedule.

e. **Was Ranger Cooperative and Facilitated Changes When Required:** Ranger was extremely cooperative and facilitated changes immediately when required. The FDOT scored them a 104 on the Department's CPPR rating scale. Anything above 100 is considered excellent. The project was nominated by FDOT as a "Best Project of the Year" award for 2013. It placed second.

If you need any further information, please do not hesitate to call.

Sincerely,  
Horizon Engineering Group, Inc.

  
Jerry C. Warren, P.E.  
President

cc: file

V:\Archive\Archived Proposals\115001062-4 SR46 Off Ramps\Ranger Reference Letter.doc

DFH-Act

\_\_\_\_\_ . completed within budget  
\_\_\_\_\_ change orders  
\_\_\_\_\_ overall rating

LM

Horizon Engineering Group



August 19, 2014

Mr. Leo A. Vecellio, Jr, CEO  
Ranger Construction Industries, Inc.  
1200 Elbow Way  
Winter Garden, FL 34787

Dear Mr. Vecellio,

I am writing to thank you for the excellent performance by Ranger Construction on our recent runway project at Kissimmee Airport. Runway projects at airports pose a high potential for incidents with aircraft, especially with an intersecting runway configuration such as Kissimmee's. I am pleased to say that this project was 100% incident free. To state it simply, Ranger Construction was the best runway paving contractor I have worked with over my 34 year career in airport management on four continents.

I would like to highlight the outstanding management, supervision and coordination skills displayed by Mr. Terry Overcash of your company, both with Ranger employees and your airfield lighting subcontractor, H.L. Prullt Corp.

Thank you again for a job very well done, and please contact me at [tiloyd@kissimmee.org](mailto:tiloyd@kissimmee.org) or (407) 516-2516 with any questions.

Sincerely,

Terry Lloyd, A.A.E.  
Director of Aviation

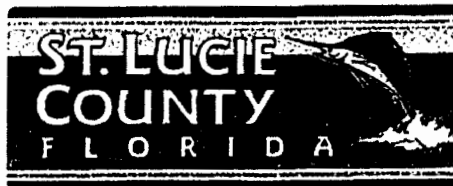
2516

DFH - ACT Verified  
✓ Completed within budget  
none change orders  
10 overall rating 6-10

under quantities good people

cc: Mike Steigerwald, Desiree Matthews, AAB, Avcon Inc. (S. Singh)

BOARD OF  
COUNTY  
COMMISSIONERS



PUBLIC WORKS  
DEPARTMENT  
Engineering Division

July 16, 2014

Mr. Bob Schafer  
Ranger Construction Industries, Inc.  
4510 Glades Cut-Off Road  
P.O. Box 14589  
Ft. Pierce, FL 34979-4589

RE: Letter of Commendation

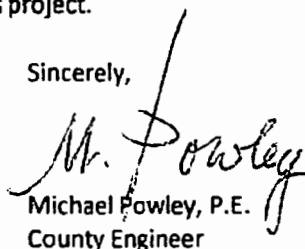
Dear Mr. Schafer:

As we have done many times in the past, St. Lucie County turns to Ranger Construction Industries to assist us with the repair of storm-related damage to our roadways. The storm event of January 9, 2014 was no different and under a state of local emergency, we turned to your firm to assist with repair of Indian River Drive. Working long hours and weekends, the roadway was reopened in a matter of a few weeks and within budget.

In my 12 years as County Engineer, Ranger Construction workers have always been professional in their dealings with me and have always been a pleasure to work with. Two individuals stand out in this latest project and are worthy of mention: Mr. Rick Angel and Mr. Patrick Flynn exemplify everything I have come to expect from all Ranger Construction Industries employees: honest, hard working and fair.

You are very fortunate to have employees of such caliber and I am sure I am telling you something you already know. Many thanks for assigning them to this project.

Sincerely,

  
Michael Fowley, P.E.  
County Engineer

cc: Scott Fowler  
Rick Angel  
Patrick Flynn

*Highly  
Recommended  
Emergency Situation*

*DFT - Acc Verified*

completed within budget

change orders; none caused by them.

10 overall rating 1-10

CHRIS DZADOVSKY, District No. 1 • TOD MOWERY, District No. 2 • PAULA A. LEWIS, District No. 3 • FRANNIE HUTCHINSON, District No. 4 • KIM JOHNSON, District No. 5  
County Administrator - Faye W. Outlaw, MPA

2300 Virginia Avenue • Ft. Pierce, FL 34982

Public Works: (772) 462-1485 • FAX (772) 462-2268

Engineering Division: (772) 462-1707 • Road & Bridge Division: (772) 462-2511

Solid Waste Division: (772) 462-1768 • Water Quality Division: (772) 462-2511 • Utilities Division: (772) 462-1150

www.stlucieco.org

Honey Bee Lane Resurfacing



**LUMP SUM BID SHEET**

LUMP SUM BID PRICE \$ 266,541.25

**CC COPY**

(In accordance with the requirements specified in the bid package.)

WRITTEN AMOUNT (Spell Out) TWO HUNDRED EIGHTY SIX THOUSAND  
FIVE HUNDRED FORTY ONE DOLLARS AND TWENTY FIVE CENTS

Name: Ranger Construction Industries, Inc.  
(Typed or printed Firm, Corporation, Business or Individual)

[Signature]  
(Signature)

F. Scott Fowler - Vice President  
(Printed Name and Title of Signer)

1200 Elboc Way  
Address

Winter Garden, FL 34787  
City State Zip Code

(407) 749-6266  
Telephone Number

(407) 656-3188  
Fax Number

estimating@rangerconstruction.com  
Email Address





**UNIT BID SUMMARY SHEET**

Item Description	Units	Unit Cost	Quantity	Total
<b>BASE PROJECT</b>				
<b>Milling and Resurfacing</b>				
Mobilization	LS	22645.00	1	22645.00
Maintenance of Traffic	LS	30550.00	1	30550.00
Clearing & Grubbing	LS	6664.00	1	6664.00
Pavement Markings	LS	4175.00	1	4175.00
Silt Fence	LF	1.25	5155	6443.75
Milling Asphalt Pavement	SY	2.50	7448	18620.00
Type S-3 Friction Course 1.5", PG76-22, PMA	TN	132.05	615	81210.75
<b>BASE PROJECT TOTAL</b>				<b>170308.50</b>
<b>ALTERNATE NO. 1</b>				
<b>Full Depth Replacement - Shoulder</b>				
Excavation	CY	35.30	297	10484.10
Type B Stabilization, 6"	SY	4.00	1335	5340.00
Optional Base Group 06	SY	10.60	1335	14151.00
<b>ALTERNATE NO. 1 TOTAL</b>				<b>29975.10</b>
<b>ALTERNATE NO. 2</b>				
<b>Full Depth Replacement - Repairs</b>				
Excavation	CY	25.45	259	6591.55
Type B Stabilization, 6"	SY	2.80	1165	3262.00
Optional Base Group 06	SY	10.90	1165	12698.50
<b>ALTERNATE NO. 2 TOTAL</b>				<b>22552.05</b>
<b>ALTERNATE NO. 3</b>				
<b>Crown Centerline</b>				
Type S-3 Wedge Course 0.75 " Avg., PG76-22, PMA	TN	103.45	248	25655.60
<b>ALTERNATE NO. 3 TOTAL</b>				<b>25655.60</b>
<b>ALTERNATE NO. 4</b>				
<b>Traffic Calming Devices</b>				
Speed Tables	EA	9270.00	4	37080.00
<b>ALTERNATE NO. 4 TOTAL</b>				<b>37080.00</b>
<b>LUMP SUM PROJECT SUBTOTAL</b>				<b>285571.35</b>
<b>BID BOND</b>				<b>N/A</b>
<b>PERFORMANCE AND PAYMENT BOND</b>				<b>970.00</b>
<b>LUMP SUM PROJECT TOTAL</b>				<b>286541.35</b>



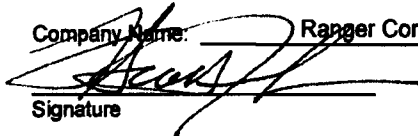
**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

POLK CITY, FLORIDA WILL NOT INTENTIONALLY AWARD CITY 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 CITY, FLORIDA 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 CITY, FLORIDA.

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

Company Name: Ranger Construction Industries, Inc.

  
Signature

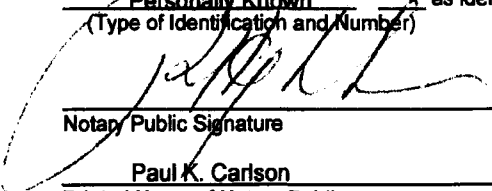
Vice President  
Title

October 14, 2014  
Date

STATE OF:  
COUNTY OF:

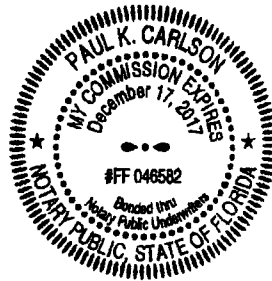
The foregoing instrument was signed and acknowledged before me this 14 day of October, 2014, by E. Scott Fowler who has produced (Print or Type Name)

Personally Known as identification.  
(Type of Identification and Number)

  
Notary Public Signature

Paul K. Carlson  
Printed Name of Notary Public

FF 046582 / Expiration: December 17, 2017  
Notary Commission Number/Expiration



## BID BOND

Travelers Casualty and Surety Company of America  
Hartford, CT 06183

---

**CONTRACTOR:**

*(Name, legal status and address)*

Ranger Construction Industries, Inc.  
1200 Elboc Way, Winter Garden, FL 34787

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America  
One Tower Square, 5PB, Hartford, CT 06183

**OWNER:**

*(Name, legal status and address)*

Polk City, Florida  
123 Broadway Blvd., SE.  
Polk City, FL 33868

**BOND AMOUNT:** Five Percent (5%) of the Total Bid Amount

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Honey Bee Lane Resurfacing  
Bid Number: RFB 14-02

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of October, 2014.

Helena M. Arango  
(Witness)

Michael E. Heald  
(Witness)

**Ranger Construction Industries, Inc.**

[Signature]  
(Principal) (Seal)

**Scott Fowler, Vice President**  
(Title)

**Travelers Casualty and Surety Company of America**

[Signature]  
(Surety) (Seal)

**William Phelps, Attorney-In-Fact and FL Resident Agent**  
(Title)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215719

Certificate No. 005489285

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William Phelps

of the City of Melbourne, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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.

Any and all consents required by the Department of Transportation, or the Orlando-Orange County Expressway Authority, State of Florida, incident to the release of retained percentages and/or final estimates.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of May, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 13th day of May, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

**Licensee Details**

**Licensee Information**

Name: **KRACUNAS, MICHAEL B (Primary Name)**  
**RANGER CONSTRUCTION INDUSTRIES, INC. (DBA Name)**

Main Address: **101 SANSBURY'S WAY**  
**WEST PALM BEACH Florida 33411**

County: **PALM BEACH**

License Mailing:

LicenseLocation: **101 SANSBURY'S WAY**  
**WEST PALM BEACH FL 33411**

County: **PALM BEACH**

**License Information**

License Type: **Certified General Contractor**

Rank: **Cert General**

License Number: **CGC031554**

Status: **Current,Active**

Licensure Date: **11/21/1984**

Expires: **08/31/2016**

**Special Qualifications** **Qualification Effective**  
**Construction Business** **10/07/2014**

[\*\*View Related License Information\*\*](#)

[\*\*View License Complaint\*\*](#)

[\*\*1940 North Monroe Street, Tallahassee FL 32399\*\*](#) Phone: [\*\*Customer Contact Center\*\*](#) [\*\*1-800-352-3639\*\*](#) FAX: [\*\*904-438-1235\*\*](#)

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Patricia Jackson  
City Manager  
Polk City, Florida



**COPY**



Polk City, Florida  
123 Broadway Blvd. SE  
Polk City, FL 33868  
Phone: 863-984-1375  
Fax: 863-984-2334

September 16, 2014

**REQUEST FOR CONSTRUCTION BID  
Bid Number: RFB 14-02 Honey Bee Lane Resurfacing**

Polk City, Florida, (CITY) a political subdivision of the State of Florida, hereby gives notice of sealed Request for a Construction Bid for the resurfacing of Honey Bee Lane. The Request for Construction Bid will be received in the City Manager's office up to **2:00 p.m., Tuesday, October 14, 2014** to be opened immediately thereafter and publicly read. A Construction Bid received in the City Manager's office after 2:00 p.m., on the receiving date, will not be considered. The CITY reserves the right to: accept or reject any or all construction bids; to award the construction bid in whole or in part; to limit and/or determine the actual services to be included in the construction purchase order. In the event that the CITY withdraws this construction bid, or the CITY does not proceed for any reason, the CITY shall have no liability to any firm.

A **MANDATORY** pre-Bid meeting and site visit is scheduled for **9:00 a.m., Thursday, September 25, 2014**, at 123 Broadway Blvd. SE, Polk City, Florida, 33868. A **MANDATORY** site visit will follow the meeting at the intersection of Honey Bee Lane and Carter Boulevard, Polk City, Florida 33868. Any **CONTRACTOR** that does not attend the meeting and site visit will be considered non-responsive if a Bid is submitted.

Bid Document packages may be obtained for \$85.00 (non-refundable) at the office of the **ENGINEER, ACT ENGINEERING & INFRASTRUCTURE, INC., 1875 W. MAIN STREET, BARTOW, FLORIDA, 33830** during normal business hours. Credit cards are acceptable.

All construction bids must be returned in an envelope, securely sealed and plainly marked on the outside with: 1) Name of Company submitting construction bid, 2) Bid Number: RFB 14-02, Honey Bee Lane Resurfacing Project. **Construction Bids may be mailed, express mailed or hand delivered to: City Manager's Office, Polk City, 123 Broadway Blvd., SE, Polk City FL 33868. Submit an original and five (5) copies.**

Questions regarding this construction bid should be in writing and should reference the above bid number. Submit all questions to the office of the ENGINEER via e-mail at [civilbid@a-c-t.com](mailto:civilbid@a-c-t.com) with "Polk City RFB 14-02" in the subject line. The question deadline is **Thursday, October 2, 2014 prior to 5:00 p.m.**

**Scope of Work:** Provide all labor, materials, equipment and supervision to perform the asphalt resurfacing of Honey Bee Lane; full depth repairs at locations noted; new turning radii at locations noted; and traffic calming devices.

**Time to Complete Project:** 45 Calendar days.

**Performance and Payment Bond:** is required for this project.

**Bid Bond (5%) of Bid Total:** is required for this project. Submit with bid.

**Liquidated Damages:** \$250.00 / day

**Contractor Qualifications:**

The **CONTRACTOR** shall be a licensed General Contractor in the State of Florida.

The **CONTRACTOR** should submit the following with the bid: project summaries and references for three (3) completed projects within the last five (5) years for work with similar scopes of work. The project references shall include the following minimum information: Project name, scope of work, owners name, contact person, phone number, email address, project contract value & year completed.



## GENERAL CONDITIONS

1. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The City Manager shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the bid.
2. **AWARD(S):** The award of this bid shall be based on the lowest responsive & responsible bid meeting specifications and other criteria as specifically called out in this document. As the best interest of the CITY may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the Bid Form; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible CONTRACTOR, in addition to price, the following may be considered:
  - CONTRACTOR's evaluation – quality of performance on previous projects.
  - The ability, capacity, equipment and skill of the CONTRACTOR to fulfill the contract.
  - Whether or not the CONTRACTOR can fulfill the contract within the time specified, without delay or interference.
  - The character, integrity, reputation, judgment, experience and efficiency of the CONTRACTOR.
  - The previous and existing compliance by the CONTRACTOR with laws and ordinances relating to the contract.
  - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
  - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
  - The ability of the CONTRACTOR to provide future maintenance and service, as required or needed.
  - The number and scope of conditions attached to the bid.
3. **GATEKEEPER OF DOCUMENTS:** This document is issued by Polk City, Florida. ACT Engineering & Infrastructure, Inc. shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the CONTRACTOR to determine issuance of documents directly with ACT ENGINEERING & INFRASTRUCTURE, INC. The ENGINEER and CITY is not responsible for any solicitations issued through any subscriber, publications, or other sources not connected with the ENGINEER or CITY. The CONTRACTOR should not rely on such sources for information regarding the solicitation.
4. **TAXES:** CONTRACTOR is responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
5. **BUSINESS TAX RECEIPT:** Vendors must possess a Polk County, Florida Local Business Tax Receipt (f/k/a Business License) in order to do business with the CITY. A copy of such license must be provided to the City Manager's office before award is made to the successful CONTRACTOR.
6. **DISCOUNTS:** CONTRACTOR may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Contractor is encouraged to reflect cash discounts in the unit prices provided in the bid document.



## Honey Bee Lane Resurfacing



7. **MISTAKES:** CONTRACTOR is required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at CONTRACTOR's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by CONTRACTOR to any bid entry must be initialed by the person who signs the bid.
8. **INVOICING AND PAYMENT:** The successful CONTRACTOR shall submit a properly certified invoice to the ENGINEER at the bid prices submitted. An original invoice shall be submitted to ACT ENGINEERING & INFRASTRUCTURE, Inc. Attn: Polk City RFB 14-02, 1875 W. Main Street, Bartow, Florida, 33830. The successful CONTRACTOR shall include the Bid Number and/or the purchase order number on all invoices. The successful CONTRACTOR's project manager or any authorized officer shall, by affidavit, attest to the correction and accuracy of all charges and requested reimbursements.
9. **CONFLICT OF INTEREST:** The CONTRACTOR must disclose, with their bid, the name of any officer, director or agent who is also an employee of the CITY or any of their agencies. Furthermore, the CONTRACTOR must disclose the name of any CITY employee who owns, directly or indirectly, any interest of any amount in the CONTRACTOR's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **WARRANTY:** Unless otherwise specified, the CONTRACTOR agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other provision of this bid.
11. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the ENGINEER or their designee. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet must be signed by the CONTRACTOR and emailed to [civilbid@a-c-t.com](mailto:civilbid@a-c-t.com).
12. **LIABILITY:** The CONTRACTOR shall hold and save the CITY and the ENGINEER, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **PATENTS AND ROYALTIES:** The CONTRACTOR, without exception, shall indemnify and save harmless the CITY and the ENGINEER its officers, agents and employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the CONTRACTOR uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
14. **INDEMNIFICATION:** The Bidder shall, in addition to any other obligation to indemnify the CITY and ENGINEER and to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to CITY) indemnify and hold harmless the CITY and ENGINEER, their agents, elected officials and employees from and against all claims, actions, liabilities, losses, costs, (including attorney's fees) including, but not limited to, any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, any sub-consultant, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by the Bidder in the performance of the work; or liens, claims or actions made by the Bidder or any sub-contractors or other party performing the work.

## Honey Bee Lane Resurfacing



15. **PUBLIC ENTITY:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the CONTRACTOR hereby certifies that they have complied with said statute.
16. **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 Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be provided upon request by the City Manager's office.
17. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in CONTRACTOR being found in default, in which event any and all re-procurement costs may be charged against the defaulting CONTRACTOR. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
18. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the CITY.
19. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the City Manager shall be final and binding on both parties.
20. **FACILITIES:** The CITY reserves the right to inspect the CONTRACTOR's facilities at any time, with prior notice.
21. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful CONTRACTOR must receive written or oral notification from the City Manager's office.
22. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
23. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the CONTRACTOR's bid proposal are based on are hereby made a part of the purchase order by reference thereto.
24. **TERMINATION/SUSPENSION:** The CITY reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the CITY to do so. The CITY will notify the CONTRACTOR, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.
  - a. If the CITY determines that the performance of the CONTRACTOR does not comply with the bid requirements, the CITY may:
  - b. Immediately suspend the work; and
  - c. Notify the CONTRACTOR of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.

## Honey Bee Lane Resurfacing



25. **LOCAL PREFERENCE:** When sealed construction bids (\$50,000 to \$200,000) are received, and the lowest price is offered by an entity located outside of Polk City, and the next lowest price is offered by an entity located in Polk City, and is within 2% of the lowest price offered, then the Polk City entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk City entity will be awarded the construction bid if the Polk City entity is otherwise fully qualified and meets all CITY requirements.

For purposes of this provision the term "Polk City entity" means any business having a physical location within the boundaries of Polk City at which employees are located and from which business has been regularly transacted for over year and currently transacts business.

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 CITY will adhere to those requirements by not applying this section.

26. **VENDOR PREFERENCE:** When sealed construction bids (\$50,000 to \$200,000) are received, and the lowest price is offered by a non-women or minority owned entity located outside of Polk City, 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 CITY 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 American, Hispanic American, Asian-Pacific American, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows vendor preference, the CITY will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

27. **CODE OF ETHICS:** If any contractor violates or is a party to a violation of the code of ethics of Polk City or the State of Florida, with respect to this construction bid, such contractor may be disqualified from performing the work described in this construction bid or from furnishing the goods or services for which the construction bid is submitted and shall be further disqualified from quoting on any future construction bids for work, goods, or services for the CITY.
28. **ANNUAL APPROPRIATIONS:** The CONTRACTOR acknowledges that the CITY, 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 CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.



29. **UNCONTROLLABLE FORCES (FORCE MAJEURE):** When events occur that are not of the CONTRACTOR or CITY's doing, neither the CONTRACTOR nor the CITY will be deemed in default should the events meet the definition of "Uncontrollable Forces", also known as "Force Majeure". The term "Uncontrollable Forces" or "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations and which is beyond the reasonable control of the non-performing party. The events include, but are not limited to, fire, flood, earthquakes, storms, hurricanes, 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 the event prior to its occurrence.

The non-performing party shall, within five (5) calendar days after being prevented or delayed from performance by an uncontrollable force, deliver written notice to the other party particularly describing the circumstance that prevented its continued performance of the obligations of the work and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

30. **UNAUTHORIZED ALIEN(S):** The CONTRACTOR agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The CITY 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 CITY. As part of the response to this solicitation, the successful CONTRACTOR will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify) or contact USCIS at 1-888-464-4218.



### Supplemental Conditions

1. **SCOPE OF WORK:** Provide all labor, materials, equipment and supervision to perform the asphalt resurfacing of Honey Bee Lane; full depth repairs at locations noted; new turning radii at locations noted; and traffic calming devices at locations noted.

Maintenance of Traffic (MOT) is required during the construction process.

2. **LUMP SUM BID:** This is a lump sum bid project. No adjustments to the estimated quantities on the CONTRACTOR'S bid sheet will be made without prior approval of the ENGINEER and CITY. Bid shall include all materials, labor, supervision, equipment and incidentals necessary to complete the work.
3. **LIQUIDATED DAMAGES:** The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the CITY 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 CITY's remedy under such circumstances and not as a penalty.

Liquidated Damages will be assessed at \$250.00 per day.

4. **BASIS OF AWARD:** Basis of award will be the lowest responsive, responsible bid meeting qualifications and specifications.
5. **ACCEPTANCE:** The successful CONTRACTOR shall certify that the work quantities and quality were accomplished in accordance with these specifications. Signing and submitting a request for payment will accomplish this certification.

Reworking required due to the successful CONTRACTOR negligence or inadequate procedures will be the responsibility of the successful CONTRACTOR. No additional payment will be due the successful CONTRACTOR for the reworking of non-acceptable areas.

The successful CONTRACTOR shall warrant for one year all workmanship furnished under this contract from the completion date on "Certificate of Substantial Completion". During the one year warranty period the CONTRACTOR shall correct any and all issues arising from faulty workmanship to the satisfaction of the CITY, upon notification.

6. **CONTRACTOR'S RESPONSIBILITY:** It shall be the responsibility of the CONTRACTOR to obtain adequate storage facilities for equipment, materials, tools, etc.; Storage on-site will not be permitted without prior approval of the ENGINEER and CITY.

It shall be the CONTRACTOR's responsibility to provide sanitary and drinking facilities for their employees.

It shall be the CONTRACTOR's responsibility to provide temporary power, if needed, to conduct and complete work.

The CONTRACTOR shall clean the work area of debris, trash, rubbish, etc., at the end of each workday so as not to present a hazard or public nuisance.

## Honey Bee Lane Resurfacing



All construction to be in accordance with Florida Department of Transportation Design Standards for Roadway and Traffic and all supplement, latest edition and Standard Specifications for Road and Bridge Construction and all supplements, latest edition, unless otherwise stated in the plans. The CONTRACTOR shall dispose of all site demolition in accordance with state and local regulations. The CONTRACTOR shall be responsible for the cleanup of premises and removal of all discarded and surplus materials, rubbish, and removal of temporary erosion control measures after establishment of stabilization/vegetation. There will be no separate pay item for this work.

The CONTRACTOR shall furnish all labor, supervision, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the construction plans, specifications, procedures and terms of this bid.

The CONTRACTOR shall be responsible for the ways, means, and methods of construction for the project as long as they conform to all federal, state and county, and CITY regulations.

All work shall be done to the satisfaction and under the supervision of the Department of Public Works, or their assigned representative.

Any dewatering shall be in accordance with the Southwest Florida Water Management District regulations; and FDOT Specifications for Road and Bridge Construction, latest edition, Index No. 104 and shall be in accordance with FDOT Roadway and Traffic Design Standards, latest edition, Index No. 102. CITY is not responsible and cannot be held liable for the control of water levels.

If construction impacts the adjacent unpaved rights-of-way, the CONTRACTOR shall final grade and hand rake all exposed earthwork areas immediately prior to seeding or the installation of sod. Seeding and mulching and/or installation of sod shall be in accordance with the FDOT Specifications Section No.570 and/or Section No. 575 respectively. The cost of fertilizer and watering shall be included in the cost of sod. Sod is considered complete when established. The CONTRACTOR is responsible for the sod until established.

7. **COOPERATION OF THE SUCCESSFUL CONTRACTOR:** No work shall be accepted without suitable supervision or inspections by the ENGINEER or CITY.

The CONTRACTOR shall provide superintendence throughout the project and an on-site representative at all times that has the ability to make decisions, communicate in English, or contact the superintendent to address questions, difficulties or disputes.

8. **DELIVERABLES:** Prior to mobilization the CONTRACTOR shall deliver to the ENGINEER a pre-construction video (DVD) of the area of operations. The video will be labeled with the Project name, Contractor name, and date of video.

The CONTRACTOR shall provide the ENGINEER all delivery tickets and materials invoices on a weekly basis of prior to submittal of a pay application.

The ENGINEER shall be notified, by the CONTRACTOR and approval shall be obtained; on all proposed field changes, alterations, or additions to the approved plans prior to the implementation of such changes, alterations or additions. All changes shall be initialed by the CITY, ENGINEER, and the CONTRACTOR on the Contractor's plans. Any changes not initialed on the plans are considered unapproved.

Prior to final invoice, the CONTRACTOR shall deliver to the ENGINEER the following: a post-construction video labeled with the Project name, Contractor name, and date of video and a release from any affected property owners. As-Builts are required for Alternate Bid No. 4 to verify compliance with required cross slope. As-Builts for remaining project are not required.

## Honey Bee Lane Resurfacing



9. **EQUIPMENT:** Only equipment designed for performance of work described herein will be acceptable for operation. The equipment used must be in good repair and operating condition at all times. Equipment shall meet all safety requirements as established for this type of work.
10. **EROSION CONTROL:** Activities shall be conducted in a manner so as not to cause violations of state water quality standards. Best management practices shall be implemented for erosion and pollution control in accordance with County Ordinance No. 93-06 and other regulations to prevent violation of state water quality standards. Temporary erosion controls shall be implemented prior to and during construction and permanent control measures shall be completed with 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving water body exists. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established at which time they shall be removed by the CONTRACTOR. Any erosion or shoaling that causes adverse impacts to the water resources shall be corrected immediately upon discovery. Temporary measures will include silt fences, hay bales, stabilization, and graveled construction entrances. The locations of sediment controls are shown on the construction drawings. If a NPDES permit is required, it is the CONTRACTOR's responsibility to obtain said permit. An inspection of erosion controls shall be performed weekly and documentation turned into the ENGINEER.

The CONTRACTOR shall maintain temporary erosion control measures during construction in accordance with Section 104 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition, specific permit conditions, plans, technical specifications and all applicable state and local regulations.

Runoff to the adjacent rights-of-way shall be minimized. The existing drainage facilities within the right-of-way shall be protected at all times by the used of staked hay bales, temporary grading, revegetation, etc. Any disturbed areas within the rights-of-way shall be sodded or applied seed and mulch per Plan.

11. **GENERAL CONTROL OF MATERIALS:** Only materials conforming to the requirements of these specifications or special provisions and approved by the City representative shall be used in the work. Materials proposed for use may be inspected or tested at any time during their preparation and use.

The successful CONTRACTOR shall furnish to the ENGINEER a certification of the materials utilized for the work. The certification shall consist of a summary showing the kind and quantity of materials. This certification shall be provided for work units accomplished at the time of invoicing for partial and/or final payment.

The successful CONTRACTOR shall preserve for inspection by the CITY OR ENGINEER invoices and records of the materials utilized in the work until such time as final acceptance and payment is made under this contract.

The CONTRACTOR will designate areas to be utilized for equipment and material storage. Materials and supplies shall be stored in accordance with Manufacturer's recommendations and Federal, State and local regulations. Arrangements for storage shall be the responsibility of the CONTRACTOR and requires documentation of written approval by the property owner prior to project mobilization.

## Honey Bee Lane Resurfacing



12. **INVOICING AND PAYMENTS:** Application for payment for partial completion of the work will be accepted by the ENGINEER for that portion of the work that has been completed by the CONTRACTOR, which may be determined and accepted by the ENGINEER for the current period as described on the application for payment. The applications for payment shall be prepared by the CONTRACTOR in a form and manner that will allow the ENGINEER to determine from a schedule of values, which has been prepared by the CONTRACTOR for the project, that the areas of work included in the application for payment have been completed. These applications for payment shall be accompanied by a waiver of lien form from all Subcontractors that have performed work presented by the previous application for payment. The application for payment that represent the final payment shall be accompanied by the final lien waivers from all subcontractors performing work on the project and a final lien waiver form from the CONTRACTOR, along with a CONTRACTOR's Certificate of Completion. Subcontractors may check with the CITY for dates and amount of partial payment and the final payment on the project.

One original invoice shall be submitted on the proper forms to the ENGINEER, only after the CONTRACTOR has met with the ENGINEER and verified quantities.

13. **NOTICE TO PROCEED:** Although the City Manager's office issues the Notice to Proceed (NTP), work will not begin until the City Department of Public Works gives written notification to the CONTRACTOR.
14. **PERMITS, NOTIFICATIONS AND FEES:** It shall be the CONTRACTOR's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by their operations. Any permit fees associated with the performance of this contract will be reimbursed by the CITY. Any CITY permit fees will be waived by the CITY.

No work shall be performed under the provisions of this contract on any properties outside the limits of the project area without written permission of the lawful affected landowner. Any such permission shall be secured by the successful CONTRACTOR and shall identify the provisions under which such work is to be performed and shall not constitute a liability to the CITY nor relieve the successful CONTRACTOR of their liabilities. Any written permission obtained shall be provided to the CITY prior to the associated work being performed.

The CONTRACTOR shall notify the appropriate WMD in advance of any dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, the CONTRACTOR shall develop a written dewatering plan that must be submitted and approved by the CITY and the appropriate WMD prior to dewatering. Copies of the approved dewatering plan shall be provided to the ENGINEER.

If historical or archaeological artifacts are discovered at any time on the project site, the CONTRACTOR must notify the CITY, ENGINEER and the Florida Department of State and the Division of Historical Resources. The CONTRACTOR shall not hold the CITY OR ENGINEER responsible for delays to the project as required by any agency with jurisdiction.

15. **PHYSICAL CONDITION/UTILITIES:** The CONTRACTOR shall physically verify the location of all existing utilities in the field prior to beginning construction, document with photographs, and submit to the CITY. The CONTRACTOR is responsible for notifying all utility owners affected by the CONTRACTOR's operation no less than 48 hours or no more than 5 days prior to beginning work. Notification shall be in accordance with Florida Statute, Chapter 556, "Underground Facility Damage Prevention and Safety." Costs for relocation of utilities will be the responsibility of the utility company. Sunshine State One-Call of Florida, Inc. 1-800-432-4770 or [www.callsunshine.com](http://www.callsunshine.com).



## Honey Bee Lane Resurfacing



The CONTRACTOR shall repair or restore all utilities, structures and properties damaged or disturbed during the performance of the work. Damages will be repaired to original condition. Damages outside the project area will be the sole responsibility of the CONTRACTOR and shall be resolved prior to "Final Completion". The CONTRACTOR shall obtain signed releases from all affected property owners stating that their performance has been restored to their satisfaction prior to "Final Completion".

The CONTRACTOR shall be responsible for coordination of any existing utilities. Utilities shall be maintained until such time as removal, relocation or abandonment becomes necessary. Utilities must be maintained in full service, free from damage in accordance with State and Local regulatory agencies. The ENGINEER shall be notified by the CONTRACTOR as to where existing utilities interfere with proposed construction and approval shall be obtained on all proposed field changes, alterations or additions. In the event that a conflict arises with existing utilities, said existing utility will be relocated in accordance with aforementioned said agencies. All existing utility location and relocation activities shall be coordinated by the CONTRACTOR. Prior to removal, relocation or abandonment, the CONTRACTOR shall notify and coordinate with the Utility Owner, CITY and ENGINEER, for safe removal and compliance with all applicable governmental agency and utility company regulations.

The CONTRACTOR shall be responsible for any damage to existing utility services. Any damage to existing facilities shall be repaired and/or replaced using the Utility's standards at the CONTRACTOR's expense and to the Owner's satisfaction.

The CONTRACTOR shall protect and maintain operation of existing drainage structures and utility services during construction.

16. **PRE-CONSTRUCTION CONFERENCE:** A pre-construction conference will be held with the CONTRACTOR to discuss scheduling and details of the project. The CONTRACTOR and the CITY will mutually agree upon a start date.
17. **PROVISIONS FOR CONVENIENCE OF PUBLIC:** The successful CONTRACTOR shall schedule their operations so as to minimize any inconvenience to adjacent businesses, residences and motoring public
18. **SAFETY:** The CONTRACTOR shall comply with the Florida Trench Safety Act (90-96), Laws of Florida effective October 1, 1990, as amended. An imminent danger citing by the CITY or ENGINEER will result in the immediate cessation of work.

The CONTRACTOR shall comply with Rule 16C-52 and Rule 5B-57, Florida Administrative Code, and shall control the introduction, movement, or spread of prohibited aquatic plants, plant pests, or noxious weeds.

The CONTRACTOR shall observe all local regulations and ordinances covering noise and dust control.

The CONTRACTOR (not the ENGINEER or the CITY) is solely and entirely responsible for site safety during construction. The CONTRACTOR shall comply with all current OSHA, state and local regulations regarding construction safety on this project.

The CONTRACTOR is to use caution when working in or around areas of overhead transmission lines and underground utilities.

## Honey Bee Lane Resurfacing



Construction hazards located within the travel way or from the outside edge of pavement through the clear zone for the roadway are to be considered work areas and appropriately signed or installed with warning devices during the CONTRACTOR's work hours, or elimination of the hazard is required. During non-working hours, all objects, materials, or equipment, constituting a hazard, must be stored/placed outside the clear zone or be shielded by a barrier wall. Excavated areas are to be securely fenced in and barricaded at the end of the days' operations or filled to the level of the adjacent ground.

19. **SURVEY:** The CONTRACTOR shall perform survey layout. The ENGINEER and/or the CITY shall inspect and approve the staked alignment prior to resurfacing and excavation. No separate payment for this work will be made.
20. **TESTING:** The CITY shall be responsible for all testing and shall provide the CONTRACTOR with the designated testing laboratory for the project. Test results shall be submitted to the ENGINEER. Work is considered incomplete and is not acceptable unless test results are provided.
21. **TRAFFIC CONTROL:** If a Maintenance of Traffic Schedule is not provided as part of the construction drawings, the CONTRACTOR shall provide a Maintenance of Traffic (MOT) Schedule in accordance with FDOT Standard Specifications for Road and Bridge Construction dated 2000, and FDOT Roadway and Traffic Design Standards dated 2002, developed by a person who is FDOT certified in advanced work zone traffic control to the ENGINEER indicating the traffic patterns which will be adhered to and identifying the number of workers at each location responsible for directing traffic prior to construction and submit copy of certificate (issued by the FDOT) of the person responsible for MOT.
22. **WORK SCHEDULE:** Except in the event of an emergency, no work shall be conducted between the hours of 6:59 p.m. to 6:59 a.m on weekdays. No work shall be conducted on Saturdays, Sundays, or legal holidays without permission from the CITY.

In general, all work shall be performed during daylight hours. For special operations, night work may be allowed if so authorized in the special provision or by the written approval of the CITY. Any overtime required by CITY personnel or ENGINEER personnel will be paid by the CONTRACTOR. No work shall be done when weather conditions limit good visibility to less than 500 feet.



### INSURANCE REQUIREMENTS

Worker's Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$1,000,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance, including CITY and CONTRACTOR Protective, Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amount not to exceed \$25,000.

Each Occurrence:	\$1,000,000
Broad Form CGL	
Including Contractual Liability	\$1,000,000
Products and Completed Operations	\$1,000,000
XCU Property Damage Exclusion deleted	\$1,000,000
Pollution Legal Liability	\$2,000,000
Umbrella or Excess Liability	\$5,000,000

Excess liability limit can be obtained either through the primary liability policy or through the combination of a primary and excess policy.

Automotive Liability Insurance. Coverage shall be maintained by the CONTRACTOR as to the ownership, maintenance, and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury & Property Damage Liability	\$1,000,000
Combined Single Limit Each Accident	\$1,000,000

The successful CONTRACTOR shall purchase and maintain in force during the contract period the insurance as specified 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. Polk City, Florida, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for the CITY, for Automobile and General Liability policies of insurance. The certificate holder must be Polk City, Florida, a political subdivision of the State of Florida, 123 Broadway Blvd. SE, Polk City, Florida, 33868. Workers' Compensation Insurance shall provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). The General Liability and Worker's Compensation policies must contain a waiver of subrogation in favor of Polk City, Florida.



**UNIT BID SUMMARY SHEET**

Item Description	Units	Unit Cost	Quantity	Total
<b>BASE PROJECT</b>				
<b>Milling and Resurfacing</b>				
Mobilization	LS	50,000.00	1	50,000.00
Maintenance of Traffic	LS	9,900.00	1	9,900.00
Clearing & Grubbing	LS	590.00	1	590.00
Pavement Markings	LS	485.00	1	485.00
Silt Fence	LF	1.00	6,500	6,500.00
Milling Asphalt Pavement	SY	2.25	7,980	17,955.00
AC Friction Course FC-9.5, Traffic C,1.5", PG76-22	TN	142.00	660	93,720.00
Including Prime and Tack Coats				
<b>BASE PROJECT TOTAL</b>				179,150.00
<b>ALTERNATE NO. 1</b>				
<b>Full Depth Replacement - Shoulder</b>				
Excavation	CY	77.00	299	23,023.00
Type B Stabilization, 6"	SY	15.30	1,345	20,578.50
Optional Base Group 06	SY	27.00	1,354	36,315.00
<b>ALTERNATE NO. 1 TOTAL</b>				79,916.50
<b>ALTERNATE NO. 2</b>				
<b>Full Depth Replacement - Repairs</b>				
Excavation	CY	77.00	561	43,197.00
Type B Stabilization, 6"	SY	15.30	2,525	38,632.50
Optional Base Group 06	SY	27.00	2,525	68,175.00
<b>ALTERNATE NO. 2 TOTAL</b>				150,004.50
<b>ALTERNATE NO. 3</b>				
<b>Crown Centerline</b>				
Type S-3 Wedge Course 0.75 " Avg., PG76-22, PMA	TN	177.00	255	45,135.00
<b>ALTERNATE NO. 3 TOTAL</b>				45,135.00
<b>ALTERNATE NO. 4</b>				
<b>Traffic Calming Devices</b>				
Speed Tables	EA	10,170.00	4	40,680.00
<b>ALTERNATE NO. 4 TOTAL</b>				40,680.00
<b>LUMP SUM PROJECT SUBTOTAL</b>				494,886.00
<b>BID BOND</b>				0.00
<b>PERFORMANCE AND PAYMENT BOND</b>				3,000.00
<b>LUMP SUM PROJECT TOTAL</b>				497,886.00



LUMP SUM BID SHEET

LUMP SUM BID PRICE \$ 497,886.00

(In accordance with the requirements specified in the bid package.)

WRITTEN AMOUNT (Spell Out) FOUR HUNDRED NINETY SEVEN THOUSAND, EIGHT HUNDRED EIGHTY SIX DOLLARS AND ZERO CENTS.

Name: Preferred Materials, Inc. - Asphalt Division  
(Typed or printed: Firm, Corporation, Business or Individual)

*John R. Hooper*  
(Signature)

John R. Hooper, Vice President  
(Printed Name and Title of Signer)

2710 Michigan Avenue  
Address

Kissimmee, FL 34744  
City State Zip Code

(407) 343-7445  
Telephone Number

(407) 343-7885  
Fax Number

jrhooper@preferredmaterials.com  
Email Address



### STATEMENT OF NO BID

If submitting a "NO BID", Contractor shall return this form to Polk City, Florida City Manager's Office, 123 Broadway Blvd. SE, Polk City, Florida, 33868; or fax it to 863-984-2334.

We have declined to bid on the above-mentioned bid for the following reasons:

- |                                                             |                                                                       |
|-------------------------------------------------------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> Specifications too "restrictive".  | <input type="checkbox"/> Insufficient time to respond.                |
| <input type="checkbox"/> Do not offer this product/service. | <input type="checkbox"/> Our schedule would not permit us to perform. |
| <input type="checkbox"/> Unable to meet specifications.     | <input type="checkbox"/> Unable to meet insurance requirements.       |
| <input type="checkbox"/> Specifications unclear.            | <input type="checkbox"/> 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 Contractors for the CITY for further projects.

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone and Fax Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address



### AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

POLK CITY, FLORIDA WILL NOT INTENTIONALLY AWARD CITY 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 CITY, FLORIDA 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 CITY, FLORIDA.

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

Company Name: Preferred Materials, Inc. - Asphalt Division

[Signature]  
Signature

John R. Hooper, Vice President  
Title

10-14-14  
Date

STATE OF:  
COUNTY OF:

The foregoing instrument was signed and acknowledged before me this 14th day of October, 2014, by John R. Hooper who has produced (Print or Type Name)

\_\_\_\_\_ as identification.  
(Type of Identification and Number)

[Signature]  
Notary Public Signature

TAMARA ALBRIGHT  
Printed Name of Notary Public

FF054250 / 11-3-17  
Notary Commission Number/Expiration



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we PREFERRED MATERIALS, INC.

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA as Surety, hereinafter called the Surety, are held and firmly bound unto POLK CITY

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID Dollars (\$5% OF AMT. BID),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for BID #: 14-02, HONEY BEE LANE RESURFACING

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14TH day of OCTOBER, 2014.

[Signature] (Witness)

[Signature] (Witness)

PREFERRED MATERIALS, INC. (Principal) (Seal) [Signature] JOHN R. KOOPER, (Title) VICE PRESIDENT

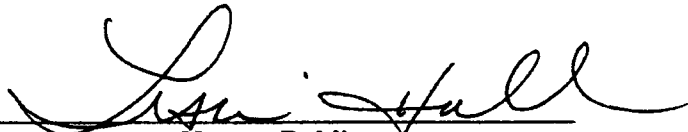
FEDERAL INSURANCE COMPANY (Surety) (Seal) [Signature] TINA DAVIS (Title) Attorney-In-Fact



**SURETY ACKNOWLEDGMENT**

STATE OF UTAH                    }  
COUNTY OF SALT LAKE    } **SS**

On this 14TH day of OCTOBER, 2014, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

  
\_\_\_\_\_  
Notary Public





**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Lisa Hall and Lindsey Plattner of Salt Lake City, Utah

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations. In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 16<sup>th</sup> day of July, 2014.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this 16<sup>th</sup> day of July, 2014 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318685  
Commission Expires July 16, 2019**

Notary Public

**CERTIFICATION**

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, 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 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 upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **OCTOBER 14, 2014**



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**POLK COUNTY LOCAL BUSINESS TAX RECEIPT**  
**ACCOUNT NO. 17414**

**CLASS: B**

**EXPIRES: 9/30/2015**

<b>OWNER NAME</b> DUKE, ROBERT F - PRES	<b>LOCATION</b> 1445 NW 42ND ST WINTER HAVEN
--------------------------------------------	----------------------------------------------------

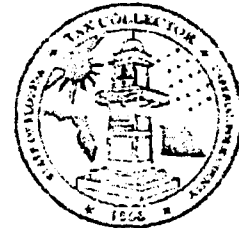
**BUSINESS NAME AND MAILING ADDRESS**

**PREFERRED MATERIALS INC**  
  
**1482 COLUMBIA PARK DR**  
**STE #3**  
**JACKSONVILLE, FL 32258**

**CODE**  
230160

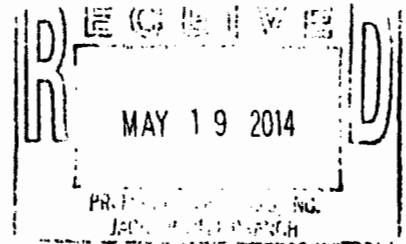
**ACTIVITY TYPE**  
CONTRACTOR GENERAL

**PROFESSIONAL LICENSE (IF APPLICABLE)**  
**CGC023067**  
**QB27253**



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

**PAID-1209225.0001-0001 09/24/2014 09/23/2014 CFM 12 57.75**



**Florida Department of Transportation**

**RICK SCOTT  
GOVERNOR**

605 Suwannee Street  
Tallahassee, FL 32399-0450

**ANANTH PRASAD, P.E.  
SECRETARY**

May 15, 2014

PREFERRED MATERIALS INC.  
11482 COLUMBIA PARK DR W  
JACKSONVILLE FL 32258

**RE: CERTIFICATE OF QUALIFICATION**

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/28/2015. However, the new application is due 4/28/2015.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on X Audited Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link: <https://www3.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.

**FDOT APPROVED WORK CLASSES:**

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING

**FDOT APPROVED SPECIALITY CLASSES OF WORK:**

MILLING, REHABILITATION OF CONCRETE PAVEMENT, CONCRETE SLAB REPLACEMENT, SIDEWALKS, CURB AND GUTTER, DRIVEWAYS, REINFORCED EARTH WALLS, SLIP FORM BARRIER WALL, TRAFFIC SEPARATORS, ATTENUATORS UNDERGROUND UTILITIES, WATER, SEWER, FORCE MAIN, LIFT STATION, LEACHATE AND GAS PIPING.

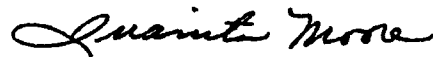
PREFERRED MATERIALS INC.

May 15, 2014

Page Two

You may apply, in writing, 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. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

A handwritten signature in cursive script that reads "Juanita Moore".

Juanita Moore, Manager  
Contracts Administration Office

JM:cj



**PROJECT REFERENCES FOR RFB 14-02**  
**HONEY BEE LANE RESURFACING**

**RCID – FY14 Quality Based Roadway Program Construction – C003024**

Asphalt Milling and Resurfacing  
Reedy Creek Improvement District  
James Wiggins  
PO Box 10170  
Lake Buena Vista, FL 32830  
(407) 828-5227  
[jwiggins@rcid.org](mailto:jwiggins@rcid.org)  
Contract Amount: \$961,221.00  
Contract Completion: 09/2014

**Walt Disney World - Property Wide Parking & Service Lot Paving (4 locations) – 14EC0656**

Asphalt Milling and Resurfacing  
Disney Worldwide Services  
Richard Goss  
PO Box 10000  
Lake Buena Vista, FL 32830  
(407) 828-2205  
[Richard.goss@disney.net](mailto:Richard.goss@disney.net)  
Contract Amount: \$1,097,000.00  
Contract Completion: 09/2014

**Orange County Asphalt Milling and Resurfacing Services – Y12-1047-J2**

Asphalt Milling and Resurfacing  
Orange County Board of County Commissioners  
John Schmidt  
400 E. South Street  
Orlando, FL 32801  
(407) 836-5647  
[John.schmidt@ocfl.net](mailto:John.schmidt@ocfl.net)  
Contract Amount: \$4,595,055.00  
Contract Completion: 09/2014

**Osceola County Asphalt Resurfacing 2014**

Asphalt Milling and Resurfacing  
Osceola County Board of County Commissioners  
Kyle Carter  
1 Courthouse Square  
Kissimmee, FL 34741  
(407) 742-0932  
[Kyle.carter@osceola.org](mailto:Kyle.carter@osceola.org)  
Contract Amount: \$3,461,585.00  
Contract Completion: 2014

**ACTION IN LIEU OF MEETING OF THE DIRECTORS OF  
PREFERRED MATERIALS, INC.  
Effective Date: November 14, 2013**

The undersigned, being all of the members of the Board of Directors of Preferred Materials, Inc., a Georgia corporation (the "Corporation"), do hereby, pursuant to §14-2-821 of the Georgia Business Corporate Code, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation, and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

**I. ELECTION OF OFFICERS**

**RESOLVED**, that effective November 14, 2013 all previous elections of officers are terminated, and the following persons be and hereby are elected to serve as officers of the Corporation in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Robert F. Duke	President
Gregory P. Baier	Vice President/Asst. Secretary
Darryl W. Fales	Vice President/Asst. Secretary
Nat Fisher	Vice President/Asst. Secretary
John R. Hooper	Vice President/Asst. Secretary
Kenneth C. Laing	Vice President/Asst. Secretary
Mark S. Marine	Vice President/Asst. Secretary
Robert B. Royal	Vice President/Asst. Secretary
John W. Taylor	Vice President/Asst. Secretary
Gary Yelvington	Vice President/Asst. Secretary
John S. Bramonte	Vice President/Asst. Secretary
William B. Miller	Admn. Vice President/Assistant Secretary
Charles Brown	Secretary/Treasurer

**FURTHER RESOLVED**, that the appropriate officers of the Corporation be and each of them hereby is authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

**FURTHER RESOLVED**, that the following persons are hereby designated officers solely for the purpose of attesting signatures of other officers on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and similar such instruments as may be necessary from time to time:

Alan Monaghan	Asst. Secretary/ Asst. Treasurer	Melinda Lewis	Assistant Secretary
Tamara A. Albright	Assistant Secretary	Linda Moore	Assistant Secretary
Sara Brawner	Asst. Secretary/ Asst. Treasurer	Michael G. O'Driscoll	Assistant Secretary
Michael Deaton	Assistant Secretary	Marizabed Perez	Assistant Secretary
Angelica Espinal	Asst. Secretary/ Asst. Treasurer	Cheri Ray	Assistant Secretary
M. Craig Hall	Assistant Secretary	Pamela M. Sahr	Assistant Secretary
Gary P. Hickman	Assistant Secretary	Elizabeth Stafford	Asst. Secretary/ Asst. Treasurer
Rick Jarvis	Assistant Secretary	Carmen Sutton	Asst. Secretary/ Asst. Treasurer
Cheryl J. Kitzis	Assistant Secretary	David M. Toolan	Assistant Secretary
Jean Kraycik	Assistant Secretary	Ashley Turner	Assistant Secretary

## **II. APPOINTMENT OF AUTHORIZED EMPLOYEES**

**RESOLVED**, that effective November 14, 2013, all previous appointments of Authorized Employees are terminated, and the following persons be and each of them hereby is appointed to serve as an Authorized Employee of the Corporation, which persons shall be authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation selling products and securing construction work:

Jeffrey R. Andrews  
Jeffrey B. Butt  
David Cerniglia  
Tony DiPietro  
Joseph F. Donaruma  
Jennifer K. Edwards  
Jerry F. Fletcher  
Michael Iapaluccio  
G. Michael Johnson  
Ted Kaler  
Angelia McElroy  
Frank Milton  
Jeremy Minnillo  
Joseph S. Monticco  
W. Charles Molloy

Brian Morton  
Grant G. Peterson  
Todd M. Pfeiffer  
John Rauschenbach  
Sylvia Rogers  
Robert Spillman  
Jon Stebick  
James Swedenburg  
Carl J. Thompson  
Patrick Weaver

**FURTHER RESOLVED**, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

## **III. REMOVALS**

**FURTHER RESOLVED**, that any current officers or Authorized Employees of the Corporation not elected in the foregoing resolution are hereby removed;

## **IV. AUTHORIZATION OF TRADE NAMES**

**RESOLVED**, that the activities and operations of the Corporation may be carried on in any of the following manners or styles as may from time-to-time be deemed necessary or appropriate:

Conrad Yeivington Distributors

**FURTHER RESOLVED**, that the President of the Corporation may, from time to time, without further action by the Board of Directors, authorize the use of additional trade names, and to deem unauthorized any trade name previously authorized, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President;



V. MISCELANEOUS

**FURTHER RESOLVED**, that all actions previously taken by any officer or authorized employee of the Corporation appointed hereunder in his/her capacity as such officer or authorized employee be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation; and

**FURTHER RESOLVED**, that this resolution can be executed in multiple counterparts and that each counterpart taken together shall constitute a complete and duly executed original hereof, and that a facsimile or other copy of this resolution shall be legal and binding the same as an executed original hereof.

**FURTHER RESOLVED**, that this Consent, after execution by the Directors of the Corporation, be filed in appropriate order in the minute book of the Corporation.

**IN WITNESS WHEREOF**, the undersigned constituting all of the members of the Board of Directors of the Corporation have hereunto set their hands this \_\_\_ day of December, 2013, effective as of the date first set forth above.

  
\_\_\_\_\_  
John J. Keating

  
\_\_\_\_\_  
Robert F. Duke



## City of Polk City City Council Agenda Form

Meeting Date: November 17, 2014

Item Number: 3

**Subject:**

Republic Services Extension of Current Contract for Solid Waste Services

**Department:**

Administration

**Summary:**

The franchise granted by the extended Original Agreement expires on December 1, 2014. Both parties are negotiating an agreement to replace the original agreement and have determined that they will extend the Original Agreement until January 1, 2015.

**Requested Council Action:**

Approve the Republic Services Extension to the 1999 Franchise Agreement which will expire December 1, 2014.

**Financial Impact:**

Rate Schedule is attached.

Attachments:           X	Supporting Documents Reviewed           X
--------------------------	-------------------------------------------

Submitting Department Head:

Patricia Jackson, City Manager

Date:

11/13/2014

Approved by City Manager:

Date:

- City Council Action:
- Approved as Recommended
  - Approved with Modifications
  - Tabled to Time Certain   Date: \_\_\_\_\_
  - Denied

## **EXTENSION TO 1999 FRANCHISE AGREEMENT**

**THIS EXTENSION AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF POLK CITY, FLORIDA**, a Florida municipal corporation (hereafter "City"), and **REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP**, by its general partner, Republic Services of Florida GP, Inc., with its main address of 3820 Maine Avenue, Lakeland, Polk County, Florida 33801-9757 (hereafter "Contractor").

### **RECITALS**

1. The City of Polk City (the "City") has historically granted franchises for various activities within the City utilizing City rights-of-way.

2. Section 166.021(1), Florida Statutes, provides municipalities broad authority, including the governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services. Pursuant to this broad home rule authority, the City may regulate certain activities within the City limits and carry out certain City services by means franchises.

3. In addition to the broad authority granted to the City under Chapter 166, Florida Statutes, Sections 180.02(1) and 180.06(5), Florida Statutes grant the City the right to provide for the collection and disposal of solid waste within its City limits. Section 180.14, Florida Statutes allows the City to do so by franchising private companies for such term of years and upon such conditions and limitations as may be deemed expedient and for the best interest of the municipality.

4. Chapter 403, Florida Statutes, recognizes the authority of local governments to provide solid waste hauling services. Sections 403.70605(1)(c) and 403.70605(3), Florida Statutes, recognize the authority of the local government to displace private solid waste haulers by providing for such service itself or pursuant to an exclusive franchise.

5. The City has determined it is in the best interest of the citizens of the City of Polk City that the CITY provide for solid waste collection within the City, either with its own employees or through a one or more licensed franchisees acting on the City's behalf, rather than permitting competing private haulers to do so and set their own rates and standards.

6. Towards that end, the City previously adopted ordinances requiring all residential and commercial customers to dispose of wastes via collection and disposal by the City or its duly authorized franchisee, as codified in Chapter 58 of the Code of the City of Polk City (the "Code").

7. The City holds the public right-of-ways within its boundaries in trust on behalf of its citizens and has a duty to utilize or permit others to utilize right-of-ways in

an appropriate manner while insuring that the City properly manages its resources to the maximum reasonable economic benefit of its citizens.

8. The City is the sole authority empowered to own, operate and maintain the City streets, easements and right-of-ways within the City and structures located thereon and to grant the use of such streets, easements and right-of-ways to others.

9. The City has a continuing duty to regulate the use of its right-of-ways within the City's jurisdiction in order to protect the health, safety and welfare of the citizens living and working in the City.

10. The City's powers, both governmental and proprietary, in regard to its right-of-ways have not been preempted by the Florida Legislature.

11. Pursuant to these powers, the City adopted Ordinance No. 2012-1291, the "Polk City Solid Waste Management Ordinance," which by its terms is applicable to this Agreement.

12. On September 30, 1999, the City entered an Agreement with BFI Waste Systems of North America, Inc., for Solid Waste Collection & Disposal ("Original Agreement").

13. The Original Agreement was assigned to Florida Refuse Service, Inc. at some prior date, and then extended on June 16, 2004, and August 12, 2008, by written agreements.

14. The successor entity to Florida Refuse Service, Inc. is Republic Services of Florida, Limited Partnership (the "Contractor").

15. The franchise granted by the extended Original Agreement expired on September 1, 2013, but has been extended on a month to month basis by the parties.

16. The parties extended the Original Agreement one additional calendar year until December 1, 2014.

17. The parties are now negotiating an agreement to replace the original agreement and thus have determined to extend the Original Agreement until January 1, 2015.

**ACCORDINGLY**, in consideration of the Recitals and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The above Recitals are true and correct, and form a material part of this Agreement.

**SECTION 2. EXTENSION OF AGREEMENT; RATES.** The parties hereto hereby agree to extend the Original Agreement term until January 1, 2015, after which time, the Original Agreement and this Extension shall terminate. The rates for the term of this Extension Agreement shall be as set forth in Exhibit "A" hereof.

**SECTION 3. EFFECT OF AGREEMENT.** Except as expressly set forth in this Extension Agreement, the other unamended or modified terms and conditions and provisions of the Original Agreement remain unchanged and are hereby ratified and confirmed by the parties hereto.

**IN WITNESS WHEREOF,** the City and the Contractor have executed this Agreement, by and through their authorized representatives.

**CITY OF POLK CITY**

By: \_\_\_\_\_  
Joe LaCascia, Mayor

**ATTEST:**

**Approved as to form and correctness:**

\_\_\_\_\_  
Patricia Jackson, City Manager

\_\_\_\_\_  
Thomas A. Cloud, Esquire, City Attorney

**REPUBLIC SERVICES OF FLORIDA, Limited Partnership, by its general partner, Republic Services of Florida GP, Inc.**

By: Jevon Herman

Printed Name: Jevon Herman

Title: General Manager

Witnesses: Debbie Dutton

Municipal Services Manager

**EXHIBIT A**

**SOLID WASTE COLLECTION RATES**

**95 or 65 Gal Poly Cart**

**Monthly Cost**

1. Residential	
a) 1 time per week, to include Recyclable Materials and Yard Waste	\$ <u>15.13</u>
2. Commercial Hand P/U(2 Cans)	\$ <u>30.73</u>
3. Commercial Containers per cubic yard	\$ <u>8.15</u>



## City of Polk City City Council Agenda Form

Meeting Date: November 17, 2014  
Item Number: 4

<b>Subject:</b> <b>PUBLIC HEARING - Ordinance 2014-08 - FY14 Budget Amendment for the Enterprise Fund, Second and Final Reading</b>	
<b>Department:</b>  Finance	
<b>Summary:</b> Approval of FY14 Budget Amendment Items for 1) Cash carry forward and expense budget needed for the repair at the V. Matt Williams WTP (Install & Paint new Hydrotank), 2) Cash carry forward and expense budget needed for the city's FY14 meter replacement program expense, 3) Revenues and expenses budgeted for the water and sewer impact fees received in FY14 need to be increased.	
<b>Requested Council Action:</b>  Approve Ordinance 2014-08 - the FY14 Budget Amendment on Second and Final Reading.	
<b>Financial Impact:</b>  The Enterprise Fund budget increased due to the V. Matt Williams repair, meter replacement program, and increased water and sewer impact fee revenues received that are restricted revenues. The total of the budget increase for the Enterprise Fund is \$313,705.00.	
Attachments:           X	Supporting Documents Reviewed           X
Submitting Department Head: Pamela Lawson, Finance Director	Date: 11/13/14
Approved by City Manager:	Date:
City Council Action: <input type="checkbox"/> Approved as Recommended <input type="checkbox"/> Approved with Modifications <input type="checkbox"/> Tabled to Time Certain    Date: _____ <input type="checkbox"/> Denied	

**ORDINANCE 2014-08**

**AN ORDINANCE OF POLK CITY, FLORIDA; AMENDING THE FINAL BUDGET; REALLOCATING AND REAPPROPRIATING MONIES WITHIN THE BUDGET FOR FISCAL YEAR 2013-2014; PROVIDING FOR ALL OTHER ITEMS IN THE BUDGET OF EXPENSES TO REMAIN UNCHANGED; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of Polk City did on September 23, 2013, adopt a final budget for Polk City through and by Ordinance 2013-1306; and,

**WHEREAS**, Polk City Code of Ordinances (the "Code") sets the level of budgetary control at the fund level; and,

**WHEREAS**, in order to comply with the Code, it is necessary to amend the final budget for fiscal year 2013-2014;

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF POLK CITY, FLORIDA:**

**SECTION 1. REAPPROPRIATED REVENUE; MODIFIED BUDGET.** The final budget for Polk City for the fiscal year 2013-2014 shall be set forth in the Budgeted Revenues and Expenditures, which is attached hereto and incorporated herein as "Exhibit A", with any modifications adopted at the public hearing held on the 17th day of November, 2014, as shown by the changed figures for any such items changed. If there are no changes to the figures in the proposed columns, then the figures and the budget adopted for fiscal year 2013-2014 shall stand as the final budget for that fiscal year. The revenue received by the Polk City, Florida, from the sources of revenue identified in Exhibit A are not otherwise allocated or pledged are hereby re-appropriated and re-designated for the payment of general governmental expenditures and other municipal expenditures incident to the operation of the City in all governmental functions and capacities, as the same are designated, adjusted and set forth in the reallocation of funds for the fiscal year 2013-2014, attached as Exhibit A.

**SECTION 2. CONFLICTS.** All other provisions of Ordinance No. 2013-1306 and the 2013-2014 budget of expenses which are not in conflict with this or any part of the Ordinance shall remain unchanged and in full force and effect.

**SECTION 3. SEVERABILITY.** If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Ordinance are hereby declared severable.

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its adoption as a non-emergency ordinance in accordance with chapter 166, Florida Statutes.



**INTRODUCED AND PASSED** on first reading in regular session of the City Commission of Polk City this the 20<sup>th</sup> day of October, 2014

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sheandolen P. Dunn, Deputy City Clerk

\_\_\_\_\_  
Joe LaCascia, Mayor

**PASSED AND CERTIFIED AS TO PASSAGE** on the second reading by the City Commission of Polk City, Florida, at regular session this 17<sup>th</sup> day of November, 2014

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sheandolen P. Dunn, Deputy City Clerk

\_\_\_\_\_  
Joe LaCascia, Mayor

**APPROVED AS TO FORM & LEGALITY**

\_\_\_\_\_  
Thomas A. Cloud, City Attorney



## City of Polk City City Council Agenda Form

Meeting Date: November 17, 2014

Item Number: 5

<b>Subject:</b>	
PUBLIC HEARING - Ordinance 2014-09 - Approving franchise for Solid Waste. First Reading	
<b>Department:</b>	
Administration	
<b>Summary:</b>	
On October 20, 2014 the City Commission authorized the City Manager to begin negotiations with Republic Services for a new franchise agreement. Approval of Ordinance 2014-09 - Franchise for Solid Waste and Recycling Collection with Republic Services shall begin January 1, 2015 and expire on December 30, 2017.	
<b>Requested Council Action:</b>	
Approve Ordinance 2014-09 on First Reading	
<b>Financial Impact:</b>	
Attachments:           X	Supporting Documents Reviewed           X
Submitting Department Head:	Date: 11/13/14
Patricia Jackson, City Manager	
Approved by City Manager:	Date:
City Council Action: <input type="checkbox"/> Approved as Recommended <input type="checkbox"/> Approved with Modifications <input type="checkbox"/> Tabled to Time Certain    Date: _____ <input type="checkbox"/> Denied	

## ORDINANCE NO. 2014-09

**AN ORDINANCE OF THE CITY OF POLK CITY, FLORIDA; APPROVING A SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT BY AND BETWEEN THE CITY AND REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP; GRANTING A THREE YEAR FRANCHISE TO PROVIDE SOLID WASTE AND RECYCLING COLLECTION SERVICES WITHIN THE CITY OF POLK CITY; SETTING FORTH FINDINGS; PROVIDING FOR SEVERABILITY, REPEAL OF ORDINANCES IN CONFLICT, AND PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF POLK CITY, FLORIDA:**

**Section 1. Approving the Solid Waste and Recycling Franchise and approving a Franchise Agreement with Republic Services.** The City Commission of the City of Polk City, Florida hereby approves, ratifies, and confirms as to form and content the Solid Waste and Recycling Franchise Agreement with **REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP** (hereafter "Republic Services) a copy of which is attached hereto as Exhibit A and incorporated herein by reference, and a three year exclusive franchise is hereby granted to Republic Services to provide exclusive residential and commercial solid waste and recycling collection services within the City of Polk City. This exclusive franchise shall begin January 1, 2015, and expire on December 30, 2017, unless terminated in accordance with the conditions contained in the attached agreement.

**Section 2. Findings.** In adopting this Ordinance, the City Commission of the City of Polk City (the "City Commission") hereby makes and expresses the following findings, purposes, and intent:

- 1) Chapter 166 of the Florida Statutes empowers the City to regulate certain activities within the City limits and to carry out certain City services by means of a franchise.
- 2) The City Commission adopted Ordinance No. 2012-1291 entitled the "Solid Waste Franchise Standards Ordinance".
- 3) Pursuant to Ordinance No. 2012-1291, by ordinance, the City may grant a solid waste hauling and disposal franchise to any one franchisee or multiple solid waste collection service franchisees which the City finds capable of meeting the requirements of Ordinance No. 2012-1291 to operate its business within the rights-of-way in the City.

4) The City conducted a duly advertised Request for Proposals #14-01 for Residential Curbside Solid Waste Service & Commercial Solid Waste Service.

5) Republic Services submitted a proposal to the City to be the City's exclusive service provider for residential and commercial solid waste and recycling collection service.

6) After a public hearing held on October 20, 2014, the City was authorized to negotiate a new franchise agreement with Republic and has found that Republic Services has met the requirements of Ordinance No. 2012-1291.

7) The attached Solid Waste and Recycling Franchise Agreement has been negotiated by and between the City and Republic Services and incorporates the terms and conditions set forth in Ordinance No. 2012-1291 and the RFP #14-01.

8) In exercise of its authority, the City Commission has determined it to be necessary and desirable to enter into a franchise agreement with Republic Services for the collection of solid waste and recycling within the City limits as described above.

**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 effect.

**Section 4. Conflicts.** Should any provision contained in this Ordinance conflict with any prior provision of the Code or any City Ordinance, then the provisions of this Ordinance shall control.

**Section 5. Effective Date.** This Ordinance shall become effective immediately after its final passage and adoption.

**INTRODUCED AND PASSED** on First Reading the 17<sup>th</sup> day of November, 2014.

**City of Polk City**

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Joe LaCascia, Mayor

Attest:

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Sheandolen P. Dunn, Deputy City Clerk

**PASSED AND DULY ADOPTED**, on Second Reading with a quorum present and voting, by the City Commission of City of Polk City, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2014.

**City of Polk City**

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Joe LaCascia, Mayor

Attest with Seal:

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Sheandolen P. Dunn, Deputy City Clerk

Approved as to Correctness and Form:

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Thomas A. Cloud, City Attorney

## **SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of December, 2014, by and between the **CITY OF POLK CITY, FLORIDA**, a Florida municipal corporation (hereafter "City"), and **REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP**, by its general partner, Republic Services of Florida GP, Inc., with its main address of 3820 Maine Avenue, Lakeland, Polk County, Florida 33801-9757 (hereafter "Contractor").

### **RECITALS**

1. The City of Polk City (the "City") has historically granted franchises for various activities within the City utilizing City rights-of-way.

2. Section 166.021(1), Florida Statutes, provides municipalities broad authority, including the governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services. Pursuant to this broad home rule authority the City may regulate certain activities within the City limits and carry out certain City services by means franchises.

3. In addition to the broad authority granted to the City under Chapter 166, Florida Statutes, Sections 180.02(1) and 180.05(5), Florida Statutes grant the City the right to provide for the collection and disposal of solid waste within its City limits. Section 180.14, Florida Statutes allows the City to do so by franchising private companies for such term of years and upon such conditions and limitations as may be deemed expedient and for the best interest of the municipality.

4. Chapter 403, Florida Statutes, recognizes the authority of local governments to provide solid waste hauling services. Sections 403.70605(1)(c) and 403.70605(3), Florida Statutes, recognize the authority of the local government to displace private solid waste haulers by providing for such service itself or pursuant to an exclusive franchise.

5. The City has determined it is in the best interest of the citizens of the City of Polk City that the CITY provide for solid waste collection within the City, either with its own employees or through a one or more licensed franchisees acting on the City's behalf, rather than permitting competing private haulers to do so and set their own rates and standards.

6. Towards that end, the City previously adopted ordinances requiring all residential and commercial customers to dispose of wastes via collection and disposal by the City or its duly authorized franchisee, as codified in Chapter 58 of the Code of the City of Polk City (the "Code").

7. The City holds the public right-of-ways within its boundaries in trust on behalf of its citizens and has a duty to utilize or permit others to utilize right-of-ways in an appropriate manner while insuring that the City properly manages its resources to the maximum reasonable economic benefit of its citizens.

8. The City is the sole authority empowered to own, operate and maintain the City streets, easements and right-of-ways within the City and structures located thereon and to grant the use of such streets, easements and right-of-ways to others.

9. The City has a continuing duty to regulate the use of its right-of-ways within the City's jurisdiction in order to protect the health, safety and welfare of the citizens living and working in the City.

10. The City's powers, both governmental and proprietary, in regard to its right-of-ways have not been preempted by the Florida Legislature.

11. Pursuant to these powers, the City adopted Ordinance No. 2012-1291, the "Polk City Solid Waste Management Ordinance," which by its terms is applicable to this Agreement.

12. On September 30, 1999, the City entered an Agreement with BFI Waste Systems of North America, Inc., for Solid Waste Collection & Disposal ("Original Agreement").

13. The Original Agreement was assigned to Florida Refuse Service, Inc. at some prior date, and then extended on June 16, 2004, and August 12, 2008, by written agreements.

14. The franchise granted by the extended Original Agreement expires on September 1, 2018.

15. The successor entity to Florida Refuse Service, Inc. is Republic Services of Florida, Limited Partnership (the "Contractor").

16. The Contractor has requested that the City grant a new franchise to replace and supersede the extended Original Agreement.

17. The City is willing to grant to Contractor a franchise for the collection and disposal of solid waste and recycling, subject to the terms and conditions of this Agreement.

ACCORDINGLY, in consideration of the Recitals and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The above Recitals are true and correct, and form a material part of this Agreement.

**SECTION 2. DEFINITIONS.** To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

**2.1. Agreement** shall mean this Agreement and all prospective amendments hereto executed between the City and the Contractor.

**2.2. Bulk Trash** shall mean any non-vegetative item which cannot be containerized, bagged or bundled; including but not limited to nonoperative and discarded white goods, furniture and similar domestic goods.

**2.3. Reserved.**

**2.4. Business Days** shall mean each calendar day which is not a Saturday, Sunday or a holiday which is recognized by Polk City, Florida.

**2.5. Calendar Days** shall mean any and all days in a 365 day calendar year.

**2.6. City** shall mean Polk City, Florida, a municipal corporation, acting through the City Commission or City Manager or official designated by the City Manager as the case may be.

**2.7. Commission** shall mean the City Commission of Polk City, Florida.

**2.8. Contractor** shall mean the individual, firm or corporation who or which agrees to perform the work or services as set forth in this Agreement.

**2.9. Contract Administrator** shall mean the City Manager of the City or the City Manager's designee.

**2.10. Excluded Waste** shall mean any and all Special Waste, debris and/or waste products deemed by the Contract Administrator to be hazardous waste, all materials that may not be disposed at the Polk County Landfill and any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, and including future amendments thereto, and any other applicable laws, ordinances, rules or regulations.

**2.11. Franchise Fee** shall mean the amount of money for which the Contractor shall be obligated to Polk City for the privilege of providing refuse collection service to customers within Polk City, and to refund Polk City for billing and contract monitoring services. There will be a flat fee of \$27,000 a year or 15% of the Contractor's gross revenue from customers in Polk City, whichever is greater. The fee is to be paid on a quarterly basis to Polk City.



**2.12. Garbage** shall mean putrescible waste which generally includes but is not limited to kitchen and table food waste, or any organic waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials whether attributed to residential or commercial activities. All garbage shall be containerized and not commingled with yard waste. Garbage shall not include any material that falls within the definition of special waste.

**2.13. Mixed Paper** shall be defined as a mixture of paper products including magazines, catalogues, phone books, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.

**2.14. Multi-Family Dwelling Units** shall mean any building containing more than two permanent living units.

**2.15. Performance Bond** shall mean the form of security approved by the City and furnished by the Contractor, as a guarantee that the Contractor will execute the work in accordance with the terms of this Agreement and will pay all lawful claims.

**2.16. Poly Cart** shall mean wheeled container with a maximum capacity of 95 gallons with a tight fitted lid constructed of injection molded polyethylene designed for automated or semi-automated solid waste collection systems.

**2.17. Recycling Cart** shall mean a wheeled container with a maximum capacity of 65 gallons which holds household paper and paperboard including cardboard, newspapers, magazines, phone books, paper shopping bags, glass containers, plastic containers #1 through #7, aluminum and steel cans.

**2.18. Recyclable Materials** shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. The materials initially designated are newspapers (including inserts), magazines, catalogs, phone books, aluminum cans, foil and pans, plastic containers #1 through #7 (except Styrofoam), glass bottles and jars, gable-topped containers, aseptic containers, corrugated cardboard, kraft bags and steel and ferrous cans. Polk City reserves the right to designate Mixed Paper as a recyclable material at any time during the term of this Contract upon written notice to the Contractor at no additional cost to Polk City.

**2.19. Surety** shall mean the party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of this Agreement.

**2.20. Reserved.**

**2.21. Solid Waste** shall mean Garbage, rubbish, refuse, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material

resulting from domestic, industrial, commercial, mining, agricultural or governmental operations, but does not include Excluded Waste.

**2.22. Solid Waste Service** shall mean collection of carts, containers and bagged waste which may be collected by automated, mechanical and/or non-automated, non-mechanical.

**2.23. Special Wastes** shall mean solid wastes that can require special handling and management which includes, but shall not be limited to, white goods, commercial tires, used oil, lead acid batteries, construction and demolition debris, ash residue, and biological waste.

**2.24. Surety** shall mean the party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the contract.

**2.25. Yard Waste** shall mean certain yard trash, products generated by land clearing, grass clippings, branches, tree cutting, palm fronds, other vegetation trimmings and/or any other materials deemed by the Contract Administrator, in his or her sole discretion, as such.

**SECTION 3. SCOPE OF CONTRACTOR'S WORK.**

**3.1. Solid Waste Service**

(1) The Contractor shall provide Solid Waste Service for residential units utilizing a 95-Gallon Poly Cart wheeled container not less than one (1) time per week, with collections at least six (6) Calendar Days apart, and shall collect unlimited Yard Waste one (1) time per week with collections at least six (6) Calendar Days apart. Bulk items, such as household furniture and appliances, shall be removed from each residential unit one (1) designated day per week. Collection shall occur on Monday and Wednesday between the hours of 7:00 a.m. and 7:00 p.m. These collection days are subject to change as determined by City Commission.

(2) The Contractor shall provide Curbside Residential Recycling Collection Service within the city limits of Polk City, Florida. Each resident shall receive one (1) 65 gallon cart for use. Additional carts may be requested.

(3) Garbage must be bagged and placed in wheeled container. Garbage and Yard Waste shall be collected within five (5) feet of the street (curbside). On streets where no parkway or lawn areas are available for collection purposes, the occupants shall place Yard Waste adjacent to the driveways, within five (5) feet of the street. Occupants shall not place Yard Waste and/or any other materials in the street for pickup by the Contractor. The Contractor shall notify occupants with handicapped status that they shall be eligible for non-curbside pickup, at no additional cost to the residents.

(4) The Contractor shall make collections with a minimum of noise and disturbance to the residents. Garbage receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and left in an upright position where they are found. This work shall be done in a sanitary manner. Any spilled Garbage and/or waste shall be picked up immediately by the Contractor.

(5) In addition to the regular week service, the Contractor shall conduct two (2) "clean-ups" each year -- one in the spring and one in the fall, when all waste, without limit as to size, deposited curbside shall be collected, except for excluded materials and Special Wastes, as defined in Section One (1) herein. The collections shall be scheduled at a time to be mutually determined by the Contractor and the Contract Administrator. The Contractor shall be responsible for notifying all customers of the special clean ups at least fourteen (14) days in advance. There shall be no additional charge to the residents or to Polk City for clean up.

(6) The Contractor shall collect and dispose of automobile tires (without rims) from residential customers (maximum of 4 per resident per pick up) at no additional charge in accordance with state and federal disposal requirements. The Contractor shall place a container at Polk City's Public Works facility for the collection of used tires from City vehicles. The container will be emptied on an as-needed basis at no cost to Polk City.

(7) The Contractor's attention is directed to the fact that, at various times during the year, the quantity of refuse to be disposed of is materially increased by fluctuations in the amount of Yard Waste, which may be caused by various reasons, including, but not limited to, storms and other acts of God. This additional work-load will not be considered as adequate justification for failure of the Contractor to maintain the required collection schedules and routes.

(8) The service will be restricted to the collection of household garbage utilizing Poly Cart containers with Solid Waste Service collection provided once a week. Contractor shall provide each residential unit one (1) Poly Cart that shall be uniform in color. Additional Poly Carts may be provided by the Contractor at no cost to the customer if determined by Polk City and/or Contract Administrator a need for the additional Poly Cart exists.

(9) The contractor upon request of the owner or occupant and upon approval from Polk City and/or Contract Administrator shall provide a 65-gallon container, which shall meet any and all other requirements set forth in this Agreement, to residents determined unable to use the Poly Cart.

(10) The Contractor shall supply and replace at its expense any Poly Carts damaged through fault or negligence of Contractor or his employees; stolen carts, broken, misplaced or damaged throughout the term of the Agreement. The Contractor shall be responsible for all maintenance and replacement of any Poly Cart(s), and Contractor shall maintain, repair and/or replace Poly Carts within five (5) Business Days

(by next regularly scheduled pickup date). At the expiration and/or termination of this Agreement, Poly Carts shall remain the property of the Contractor

**3.2. Commercial Units.** Commercial customers shall be identified as, but shall not limited to, all office buildings, stores, filling stations, lodges, motels, laundries, hotels, public buildings, food services, lodging establishment, service establishment(s), light industry, schools, churches, clubs, hospitals, nursing homes, apartment buildings and mobile home parks.

(1) The Contractor shall provide commercial service options that include Solid Waste Service at curbside or container service. Solid Waste Service at curbside shall be provided in the same manner as prescribed for residential customers. Container Solid Waste Service shall provide two (2), four (4), six (6) or eight (8) cubic yard containers that shall be emptied by mechanical means, at a weekly frequency of collection (for container service) shall be negotiated between the customer and Polk City; however, refuse shall be collected not less than once a week. The Contractor is responsible for notifying Polk City of the collection schedule for billing. Polk City reserves the right to revise the service options and/or frequency of collection for individual customers if required to protect the public health or to eliminate public nuisances.

(2) Commercial collection service customers shall separate Yard Waste and Bulk Trash from Garbage. The cost, manner and frequency of collection shall be negotiated between the customer and the Contractor, however, all Yard Waste and Bulk Trash shall be picked up a minimum, once (1) time per week by Contractor.

(3) Except for Excluded Waste, all Garbage generated at commercial and industrial establishments shall be collected by the Contractor pursuant to the terms and conditions prescribed herein.

(4) The Contractor shall make collections with as little disturbance as possible to business and commercial establishments. Commercial collection located close to residential areas shall occur between the hours of 6:00 a.m. and 7:00 p.m. Said commercial collection(s) shall be done in a sanitary manner and any Garbage, refuse and/or any other materials spilled by the Contractor and/or Contractor's employees or agents shall be picked up immediately. The Contractor shall spray commercial containers with a disinfectant to eliminate any odor(s). The Contractor shall be responsible for closing any container doors and/or screened enclosure doors and/or gates. Polk City reserves the right to adjust the time of Solid Waste Service for individual customers to protect the public health or eliminate public nuisances.

(5) Containers for commercial Solid Waste Service shall be owned and maintained by the Contractor. The containers shall be of waterproof materials with closing hinged covers. The containers shall be maintained or replaced so that they are always waterproof, with flush fitting covers. Containers shall be painted and cleaned as needed. The Contractor and Polk City shall mutually agree on the replacement

schedule for containers. The Contractor's name and telephone number and the size of the container in cubic yards shall be displayed on any and all containers used for commercial service.

**3.3. Parks, Picnic Areas, and Property Owned, Leased, Rented or Controlled By Polk City.** The Contractor shall provide containers and collection service to all City facilities. These containers shall be collected as needed, at no cost to Polk City. The following is a list of City facilities with container sizes and collection frequency. Additional locations may be designated at the sole discretion of the Contract Administrator.

<u>Facility/Location</u>	<u>Size</u>	<u>Times/Week</u>
Polk City Public Works, 220 Bougainvillea Ave	Roll-off	As needed
Library/Admin, 203 Lake Shore Drive	2 yd	1
Freedom Park, Hwy 33 & Berkley	4 yd	1
City Hall, 123 Broadway Blvd., SE	4 yd	1
Cardinal Hill WWTP, 10439 Steven Drive	2 yd	1
Mt. Olive WWTP, Ruth Road	2 yd	1

**3.4. Exclusive Right.** Polk City grants to the Contractor the exclusive right and obligation to provide solid waste collection within the Polk City, Florida, except for builders who may remove waste from their own construction sites and/or activities in accordance with all applicable laws, ordinances, rules and regulations.

**3.5. Service Level Revisions.** Polk City reserves the right to revise the levels of service as described in Subsection 3.2(1) after providing sixty (60) Calendar Days notice to the Contractor. This service adjustment may be made solely at Polk City's discretion.

**SECTION 4. SCHEDULE AND ROUTES.**

**4.1. In general.** The Contractor shall abide by the routes and schedules provided by this Agreement and/or Polk City or Contract Administrator. Polk City reserves the right to deny access to the Contractor's vehicles on and/or to certain streets, alleys and public ways, inside Polk City or outside Polk City in route to the disposal facilities where it is in the best interest of Polk City, its citizens and residents and/or general public to do so due to conditions of the streets, alleys and public ways. The Contractor shall not interrupt the regular schedule and quality of service because of such street closures. Customers under this Contract shall be notified by the Contractor of the schedules provided in a newspaper of general circulation in the Polk City. Additional forms of notification may include door hangers, radio announcements, or another method approved by the Contract Administrator. Any and all route and/or schedule changes shall be approved by the Contract Administrator. Written notice of changes in any route(s) and/or schedule(s) shall be furnished to customers by Contractor at least ten (10) Calendar Days prior to the actual change in said route(s) and/or schedule(s).

**4.2. Holidays.** On those days when the disposal site generally used by the Contractor is closed in commemoration of a holiday, the Contractor shall reschedule the collection of that day's routes within the same week as the commemorative holiday. The Contractor shall notify customers of this rescheduling fourteen (14) Calendar Days in advance of the rescheduled routes. Notification shall be provided by, but not limited to, notification in a newspaper of general circulation in the Polk City, Florida.

## **SECTION 5. DURATION OF CONTRACT – COMMENCEMENT OF WORK.**

(1) Unless terminated or breached at an earlier date, the term of the Agreement shall be for a period of three (3) years, with work commencing January 1, 2015 (the "Effective Date") and terminating January 1, 2018 (hereafter the "Initial Term"). The Agreement shall include a three (3) year renewal option.

(2) The Contractor shall commence work on the Effective Date (see Section 5(1) above).

(3) The Initial Term of this Contract may be extended at the discretion of Polk City and the Contractor for up to one (1) additional term of three (3) years. This provision shall be self-executing. If Polk City chooses not to exercise its right to a three (3) year extension, Polk City shall notify the Contractor in writing not less than 180 Calendar Days prior to the expiration of the Initial Term (April 3, 2017) of Polk City's intention not to extend the Initial Term.

## **SECTION 6. COMMUNITY SERVICE EVENTS; RIGHTS-OF-WAY.**

**6.1. Community Service Events.** As directed by the City, the Contractor will provide, at no additional fee, collection service for up to four (4) Community service events per year.

**6.2. Rights-of-Way.** Tires without rims will be collected two (2) times per year during the annual clean ups (once in the spring and once in the fall).

## **SECTION 7. CONTRACTOR'S RELATION TO THE CITY.**

**7.1. Contractor as Independent Contractor** Notwithstanding in certain respects the Contractor is bound to follow the direction of designated City officials, it is expressly agreed, acknowledged and understood that the Contractor is in all respects an Independent Contractor as to the work and/or services provided for herein. It is further agreed, acknowledged and understood that the Contractor is in no respect an agent, servant or employee of Polk City. The Contract specifies the work to be done by the Contractor. Contractor must have five (5) years of experience servicing residential and commercial franchise(s) accounts.

**7.2. Subletting Contract and Changes in Ownership.** The Contract, or any portion thereof, shall not be sublet, assigned and/or transferred, except with the

prior written consent of Polk City Commission of Polk City, Florida, which may be withheld for any reason. Changes in the composition of more than twenty-five percent (25%) of the ownership of the Contractor shall be treated as an assignment and/or sublet. No such consent will be construed as making Polk City a party of or to such subcontract, or subjecting Polk City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this Contract, and despite any such subletting; Polk City shall deal through the Contractor. Subcontractors shall be dealt with as workmen and representative of the Contractor, and as such will be subject to the same requirements as to character and competence as are other employees of the Contractor. The Contractor shall be held responsible for the actions of any subcontractor employed or retained by the Contractor.

**7.3. Supervision of Contract Performance.** The Contractor's performance of this Contract shall be supervised by the Contract Administrator or some other official of Polk City designated by the Contract Administrator, and the Contractor shall be so notified in writing by the Contract Administrator. If at any time during the Initial Term and/or any renewal of same, the Contractor's performance is not satisfactory to the Contract Administrator, the Contractor, upon notification by the Contract Administrator, shall within five (5) Business Days increase the work force, productivity, tools and/or equipment as needed or necessary to properly perform pursuant to the terms of this Contract. The failure of the Contract Administrator to give such notification shall not relieve the Contractor of its obligation to perform the work at the time and the manner specified by this Contract.

**7.4. City Manager to be Referee.** To prevent misunderstanding and avoid any litigation, the Contract Administrator shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed by the Contractor, the sufficiency of performance, the interpretation of the Contract and/or any provisions contained therein, and the acceptable performance and/or fulfillment of the Contract on the part of the Contractor. The Contract Administrator shall determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both Polk City and the Contractor. The Contract Administrator shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract; and his or her findings and conclusions shall be final and binding upon both Polk City and Contractor.

**7.5. Inspection of Work.** The Contractor shall furnish the Contract Administrator or his authorized representative with every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of the Agreement. The Contractor and the City shall each designate, in writing, the person to serve as agent and liaison between the Contractor and the City. The City Manager may designate himself or herself to serve as the City's agent and liaison. The City Manager may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time, and the Contract shall admit members

of the City Council and other authorized representatives of the City to make such inspections at any reasonable time and place

**7.6. Disagreements-Provisions of Service.** It is recognized that disagreements may arise between the City and the Contractor with regard to collection of certain items due to interpretation of the specific language in the Contract. In the event a disagreement arises and refuse needs to be collected and disposed of, the City Manager or his authorized representative may notify the Contractor of the location of the refuse which has not been collected due to the disagreement between the CITY and the Contractor, and it shall be the duty of the Contractor to remove all such refuse within twenty-four (24) hours of the notice. Should the Contractor fail to remove the refuse, the City will remove the refuse and the CITY shall deduct costs incurred from the next scheduled payment. The Contractor's obligation to perform the work described herein shall continue in the event of any strikes, labor disputes, work stoppages or disagreement or problems involving the Contractor's employees.

**7.7. Taxes.** The Contractor shall pay all federal, state and local taxes, to include sales tax, social security, workmen's compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate and other items necessary to and in the performance of this Agreement.

**7.8. City Not Liable for Delays.** It is expressly agreed that in no event shall the City be liable or responsible to the Contractor or to any other person on account of any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Contractor, or from or by or on account of any delay from any cause over which the City has no control.

**7.9. Assignability.** This Agreement may not be assigned by Contractor to any other corporation, entity, partnership, group or individual without the express written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned; however, the Contractor may freely assign this Agreement to its parent, subsidiaries or affiliates. The City and the Contractor each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives as such other party in respect to all covenants, agreements and obligations contained herein.

## **SECTION 8. PAYMENTS, SCHEDULES AND BILLING RESPONSIBILITIES.**

**8.1. Schedule of Payments.** For and in consideration of the services to be performed by the Contractor pursuant to this Agreement, Polk City agrees to make payments to the Contractor as follows: Payments shall be made by Polk City thirty (30) Business Days after each billing cycle, as Polk City currently bills its customers on a monthly cycle. Payments shall be calculated by adding (a) the actual waste collection bills for that cycle, as evidenced by Polk City's billing registers, for service provided by the Contractor reflecting unit changes and/or status changes in residential and commercial customers; and (b) any special handling charges collected during the cycle,



adjusting for call-in work performed during the monthly order of the Contract Administrator. Any change by Polk City to its billing cycle, increasing or decreasing the cycles, will affect the number of payments per month, timing of payment to the Contractor and calculations accordingly.

**8.2. Billing for Residential and Commercial Accounts.** Polk City shall bill each occupied residential and commercial unit for service rendered at the end of each month with payment due within thirty (30) Calendar Days following billing cycle. Said billing and payment shall be based upon the occupied residential and commercial units being serviced as of the first fifteen (15) Calendar Days of the billing cycle. The customers are charged ½ the monthly rate if services were initiated after the first sixteen (16) Calendar Days of the billing cycle. The method of billing will be determined by Polk City. Special handling charges for bulk pickups shall be billed by Polk City during the billing cycle immediately following notification by the contractor.

**8.3. Service Initiation, Termination or Change.** Customers shall initiate and disconnect services with Polk City. Notice of negotiated changes in commercial service billing and spot charges shall be given by the Contractor to Polk City within two (2) Business Days of date of the change.

**8.4. Rate Increases or Decreases.** The rate increases or decreases, if any, during the Initial Term and/or any renewal of same may occur for the following reasons:

(1) **Tipping Fee.** Within thirty (30) days of receipt of notice of an increase or decrease in the disposal charges at the landfill, the Contractor shall notify Polk City of such increase or decrease and provide Polk City with the unit rate increase or decrease required to pass this increase or decrease to the customers. The Contractor shall submit documentation to Polk City detailing the monthly amounts of refuse being transported to the landfill, by class of customer, and shall calculate the rate increase or decrease in the following manner:  $\text{Rate Change} = [(LV \times \text{NTF}) - (LV \times \text{OTF})] / \text{NC}$ ; where LV is the volume of waste disposed at the landfill for each customer classification; OTF is the original tipping fee; NTF is the new tipping fee; and NC is the number of customers in the billing classification.

(2) The Contractor may petition Polk City Commission for a rate increase and must petition for a rate decrease, on a quarterly basis for substantial and unusual increases or decreases in the cost of doing business arising from revised laws, ordinances or regulations. Any such petition shall be accompanied by an analysis, prepared by an objective certified public accountant (or other financial advisor acceptable to Polk City) and certified as to accuracy and for compliance with GAAP, of the pre-tax cash on cash impact of said unusual increase or decrease on the expenses (or decrease), and its proportional impact on the Contractor's cost of doing business. The analysis shall be accompanied by not less than six (6) months actual financial data of the Contractor's business.

(3) Proposals shall remain firm for the first twelve (12) months of this Contract. The successful Proposer will have an opportunity to request an annual price adjustment for the second and subsequent years of this Contract. The request for price adjustment must be submitted in writing no later than 90 Calendar Days prior to July 1<sup>st</sup> of each calendar year. The successful vendor will only be allowed to submit one (1) request for price adjustment per Contract year. Any approved request for price adjustment will not take effect until the annual anniversary of the Effective Date and such price adjustment will be in effect for the 12-month period following said anniversary date. Written requests for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. City average, all items (1982-84-100), published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>) preceding the calendar year in which the request is made. Any price adjustment shall be approved by Polk City Commission prior to the new price becoming effective.

**8.5. Franchise Fee.** To compensate the City for the cost of administration, supervision and inspection rendered for the effective performance of this Agreement, as well as other costs related to Collection, the Contractor shall pay to the City a Franchise Fee of the greater of 15% of the total commercial and residential gross billings for residential and commercial service in the City or \$6,750.00 per quarter, whichever is greater. Payments shall be made by Contractor no later than thirty (30) days after the first month of the succeeding quarter of a year. A late charge of 1.5% of the monies due for the Franchise fee shall be calculated monthly until payment is received. A statement showing such gross revenues and disposal fees shall be prepared by the Contractor in accordance with generally accepted accounting principles for each month during the term of this Agreement. The monthly statement showing gross revenues shall be submitted beginning February 1, 2015, and thereafter on or after the end date of each quarter hereunder.

**8.6. Operation During Dispute.** In the event Polk City has not cancelled the Contract in accordance with the terms provided for herein and there remains a dispute between the Contractor and Polk City, the Contractor agrees to continue to operate and perform under the terms of this Contract while said dispute is pending, and agrees that in the event a suit is filed for injunction or other relief to continue to operate the system until the final adjudication of such suit by the court.

## **SECTION 9. QUALITY OF SERVICE.**

**9.1. Character of Workmen and Equipment.** The direction and supervision of refuse collection and disposal and salvage operations shall be by competent and qualified personnel employed by the Contractor; and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to Polk City. All subcontractors, superintendents, foremen and workmen employed by the Contractor shall be competent and qualified. The Contractor shall also provide uniforms for all of its employees. All employees used by the Contractor during the terms of this Contract shall meet qualifications that will

permit the Contractor's performance herein to be carried on harmoniously and without delay, and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employees' duties. The Contractor shall see to it that its employees serve the public in a courteous, helpful and impartial manner. The Contractor shall furnish Polk City with a current roster of employees every ninety (90) Calendar Days. Contractors' employees collecting Garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall disturb property that does not concern the proper performance of his or her job and/or duties. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants and/or items. After emptying containers, employees shall return them to the same location from which they were taken, in an upright position and anything spilled shall be picked up immediately by such employee. No person convicted of a crime, crimes and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of his employment, such as, but not limited to, larceny, aggravated battery, or other violence, those relating to the operation of motor vehicles, and any crime for which civil rights have been removed within two (2) years, shall be employed by the Contractor to work in Polk City.

**9.2. Cooperation of Contractor Required.** The Contractor shall cooperate with authorized representatives of Polk City in every reasonable way in order to facilitate the progress of the work contemplated under this contract. The Contractor shall have, at all times, a competent and English speaking representative in attendance during the performance of the work authorized in order to act as a representative for the Contractor. The Contractor shall assign a supervisor to be available in Polk City during all hours of Contractor's operation in Polk City limits. The Contractor's supervisor shall be available to the Contract Administrator at all times during normal working hours.

**9.3. Handling Complaints.** The Contractor shall perform a service of high quality and reduce the number of legitimate complaints to a minimum. All customer complaints shall be directed to the Contract Administrator, who will be required to maintain an office during normal work hours and have a local telephone number to said office. All complaints shall be logged to indicate the name and address of the person complaining, the nature of the complaint and disposition of such complaint. All complaints, whether received in person, by mail or telephone, shall be recorded in triplicate, one (1) copy to be retained by Polk City and two (2) copies to be given to the Contractor. All complaints received by the Contractor's personnel shall be recorded in duplicate, and one (1) copy to be retained by the Contractor and the other copy to be given to the Contract Administrator by the end of each work day, with an explanation of action taken to resolve said complaint. Complaints received before 12:00 noon, shall be serviced before 6:00 p.m. the same day; and complaints received after 12:00 noon, shall be serviced by 12:00 noon the following day. For each month in which the number of un-serviced legitimate complaints reaches six (6) or more, whether for garbage, recycling or yard waste, or any other cause, Polk City shall be entitled to claim liquidated damages of Twenty-Five Dollars (\$25.00) per day per complaint not serviced. Each complaint shall be considered legitimate unless satisfactory disposition of the

claim is furnished within the time limit specified in this paragraph. The decision of the Contract Administrator shall be final. All accidents or any property damage within Polk City limits shall be reported to the Contract Administrator within four (4) hours of accident or property damage, with a follow-up report of action taken.

**9.4. Customer and Operational Information.** The Contractor at the Contractor's expense shall provide each residential customer with a condensed version, approved by Polk City, of rules and regulations for refuse collection. Said condensed version shall outline annually, rates and obligations of the customer and Contractor, according to terms of this Contract. The Contractor shall provide monthly reports to the Contract Administrator regarding the tonnage of residential garbage collected within Polk City by route per day, the tonnage of commercial garbage collected by route per day, tonnage of recycling collected by commodity by route per day, revenues received from the sale of recyclable materials, recycling participation rates and any other information required by Polk City, County or State of Florida to meet the requirements of the Solid Waste Management Act or to obtain grant funds from the Solid Waste Management Fund. All monthly reports shall be submitted to the Contract Administrator no later than the tenth (10) day of each month. The Contractor shall be required to appear before Polk City Commission on a semi-annual basis to discuss solid waste issues. Such appearance shall be scheduled through the office of the City Manager.

**SECTION 10. SPILLAGE.** The Contractor shall not litter or cause any spillage to occur upon the premises, roadway or the right-of-way wherein the collection shall occur. During hauling, all Solid Waste, Yard Waste and Recyclable Materials shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage, including but not limited to, hydraulic and other fluids from the collection vehicle or materials such as paint, by the Contractor, for any reason or source, the Contractor shall clean up all spillage and leakage at no cost to the City or the customer within two (2) business days unless otherwise specified within this Agreement. Notwithstanding anything in this Section or the Agreement, as it concerns Yard Waste, it is agreed that the Contractor shall not be responsible for incidental spillage and the occurrence of such shall not be considered a breach of this Agreement or the Contractor's duty to perform. However, the frequency of any such spillage may be considered by the City as a basis for denial of rate increases.

**SECTION 11. EQUIPMENT.**

**11.1. Amount.** The Contractor shall provide sufficient equipment, in proper operating condition, so regular schedules and routes of collection can be maintained. At the execution of this Contract, all equipment and vehicles to be used in Polk City shall be no more than four (4) years old. The vehicles shall be equipped with two-way radios. All vehicles shall be replaced every eight (8) years or less depending on the condition of the vehicles after inspection by the Contract Administrator. All equipment and vehicles added to the fleet during the duration of this Contract shall be new. The Contractor's supervisor shall have a cellular telephone to communicate with the Contract Administrator.

**11.2. Condition.** Equipment is to be maintained in a reasonable, safe, working condition, to be painted uniformly, the company name, telephone number and the number of the vehicle printed in letters not less than three inches (3") high, each side of the vehicles shall be numbered and a record kept of the vehicles to which each number is assigned. The Contractor shall provide to the Contract Administrator a list of the truck numbers identifying the routes to which they are assigned and shall keep the list current. Polk City reserves the right to request monthly reports if it deems it necessary for the administration of this Contract. No advertising shall be permitted on vehicles. The Contractor is required to keep collection vehicles and containers emptied by mechanical means, cleaned and painted to present a pleasing appearance. The Contractor shall make sure that all trucks are washed and cleaned and sterilized inside and outside at least once per week. The Contractor shall make sure that all refuse containers are kept in a sanitary condition. All containers shall be watertight except where Polk City has approved otherwise.

**11.3. Operation.** Each non-packer trash vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half inches (1 1/2"), or tarpaulin or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered. Vehicles shall not be overloaded so as to scatter refuse, however, if refuse is scattered from the Contractor's vehicle for any reasons, it shall be picked up immediately. Each vehicle shall have a fork and broom for this purpose. The Contractor's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations and shall move with traffic flow.

**11.4. Aesthetic Appearance of Dumpsters.** The Contractor shall permit the property owner or the property owner's agent to paint the exterior of the dumpster for purposes of enhancing the aesthetic appearance so long as the owner or owner's agent has the written approval of the Contractor Administrator for such purposes.

**SECTION 12. EMPLOYMENT AND WORKING CONDITIONS.** The Contractor shall comply with all applicable state and federal laws relating to wages and hours and all other applicable laws relating to the employment or the protection of employees now or hereafter in effect. The Contractor is required and hereby agrees by accepting this Contract to pay all employees not less than the federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended and changed from time to time. Contractor also agrees that upon written request, the Contractor will provide Polk City all information and policies, whether written or oral, relating to the wages or terms and conditions of employment for employees in the service of the Contractor under this Contract. Contractor shall provide proper Health Benefits to its employees to ensure a stable work force.

**SECTION 13. QUALITY OF PERFORMANCE OF CONTRACTOR.** It is the intent of this Agreement to ensure that the Contractor provides a quality level of solid waste and recycling collection services. Contractor shall perform its work in accordance with the following required quality of service standards:

(1) The Contractor shall coordinate with the City to ensure that high quality service is maintained throughout the term of this Agreement.

(2) Contractor's employees shall make collections with minimum noise and disturbance to residents, shall be courteous at all times, and shall not use loud or profane language.

(3) Contractor shall exercise all reasonable care and diligence in the collection process. Contractor containers shall be thoroughly emptied and returned to the proper point of collection, upright) unless otherwise permitted by the City.

(4) Contractor's employees shall follow established walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property lines to the adjoining property, and shall not disturb or tamper with property not connected with their contractual duties.

(5) Contractor shall not litter or cause any spillage to occur on the premises, on the right-of-way, or in transport. During transport, all collected Solid Waste, Recyclable Materials, and Yard Waste shall be contained, tied, or enclosed so that leaking, spilling, or blow-off does not occur. In the event of spillage or leakage caused by the Contractor, Contractor shall promptly clean up all spillage or leakage at no cost to the City.

(6) Contractor shall be cognizant of all existing utilities, operate with due care in the vicinity of such utilities, and promptly repair or have repaired at no cost to the City or to the property owner any damage caused by its operations. If such repairs are made by or at the direction of the City or property owner, the Contractor shall reimburse the City or property owner for such repairs.

(7) Contractor shall provide all services so as to avoid damage to adjacent private or public property, shall promptly respond to all complaints relating to such damage, and, within a reasonable time but in no event more than five (5) days after notice to the Contractor (unless otherwise authorized by the City), shall repair or pay for any damage caused by its operations.

**SECTION 14. DISPOSAL OF REFUSE.** Polk City shall not be responsible for disposal fees charged by the county or other disposal operator for the Contractor to use the facility. The Contractor shall be responsible for disposing of any and all collected Garbage, waste, and/or any other collected materials in accordance with state and federal statutes and/or regulations and agrees to accept all liability for any remedial activities or fines which may arise from the unlawful disposal of waste.

**SECTION 15. COMPLIANCE WITH LAWS AND REGULATIONS.** The Contractor hereby agrees to abide by all applicable federal, state, county and City laws

and regulations including federal, state, county and City laws and regulations relating to hazardous substances. The contractor and his surety indemnify and hold harmless Polk City, all its elected official and officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or other decree, whether by himself, his employees or his subcontractors, or which may arise out of or resulting from operations under this Contract. This clause shall apply not only during the term of this Contract, but also as to any claim, liability, or damages which are based on the Contractor's conduct during the term of this contract and in the event Polk City is charged with the responsibility, jointly or severally, for the aforementioned conduct as a successor to the Contractor.

**SECTION 16. PERMITS AND LICENSES.** The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the City within ten (10) business days of the change.

**SECTION 17. RESERVED.**

**SECTION 18. INSURANCE.** The Contractor shall not commence work under this Contract until it has obtained all insurance required under this contract and such insurance coverage has been approved by the Contract Administrator, nor shall the Contractor allow any subcontractor to commence work on subcontracts until similar insurance of the subcontractor has been obtained and approved.

**18.1. Insurance in General.** Contractor shall, at its own expense, procure and maintain throughout the Initial Term and/or any renewal term of this Agreement, with an insurer or insurers acceptable to Polk City, the types and amounts of insurance conforming to the minimum requirements set forth herein. As evidence of compliance with the insurance required herein, Contractor shall furnish Polk City with:

(a) A fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual blanket additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) to verify inclusion of Polk City and Polk City's members, officials, officers and employees as additional insureds in the Commercial General Liability coverage.

Until such coverage is no longer required by this Agreement, Contractor shall provide Polk City with renewal or replacement evidence of insurance at least thirty (30) Calendar Days prior to the expiration or termination of such insurance.

**18.2. Types of Insurance and Limits of Liability.**

1. **WORKERS' COMPENSATION/EMPLOYERS' LIABILITY**

Such insurance shall be no more restrictive than that provided by the Standard Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- Part One: "Statutory"
- Part Two: \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

## 2. COMMERCIAL GENERAL LIABILITY INSURANCE

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide Polk City with thirty (30) Calendar Days written notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

Polk City and Polk City members, officials, officers and employees shall be included as "Additional Insureds" on a blanket form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement).

The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01 or equivalent) to a Commercial General Liability policy subject to the following minimum limits (inclusive of amounts provided by an umbrella or excess policy):

- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

## 3. AUTOMOBILE LIABILITY INSURANCE



Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide Polk City with thirty (30) Calendar Days written notice of cancellation via blanket form. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

**18.3. Insurance Administration.** Insurance certificates, evidencing all insurance coverage referred to in this Subsection (hereafter the "Insurance Certificates"), shall be filed (or be on file) with Polk City at least ten (10) Calendar Days after the final execution of this Agreement. The Insurance Certificates shall be fully acceptable to Polk City in both form and content and shall provide and specify that the related insurance coverage shall not be cancelled (hereafter the "Coverage Change") without at least thirty (30) Calendar Days prior written notice having been given to Polk City. The Contractor further agrees that no material modification or reduction shall be made to any insurance policy coverage referred to in this Agreement, unless the Contractor gives written notice to Polk City (within seven (7) Calendar Days of the Contractor's having been given notice by the insurer) of such material modification or reduction. "Material modification" shall mean but not be limited to, reduction in the limit of liability by endorsement to the policy during the policy period, change of types of claims payable, or any other change that significantly reduces the coverage originally provided in the policy's terms. The Contractor shall have thirty (30) Calendar Days following such Coverage Change to file an Insurance Certificate with Polk City, demonstrating that the particular coverage has either been reinstated, or has been provided through another insurer(s) that is (are) acceptable to Polk City. Failure of the Contractor to obtain Polk City's approval, or to satisfy Polk City in this matter of Insurance Certificates, shall be grounds for termination of the Agreement. It is also understood and agreed that it is the Contractor's sole burden and responsibility to coordinate activities between itself, Polk City, and the Contractor's insurer(s) so that the Insurance Certificates are acceptable to and accepted by Polk City within the time limits described in this Subsection.

**18.4. Reserved.**

**18.5. Miscellaneous.**

(a) The insurance provided by Contractor pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Polk City or Polk City's members, officials, officers or employees.

(b) Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of Polk City or Polk City's members, officials, officers and employees any deductible or self-insured retention applicable to a claim against Polk City or Polk City's members, officials, officers, agents and employees.

(c) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against Polk City and Polk City's members, officials, officers and employees.

(d) Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to Polk City by the insurance provided by Contractor shall be in addition to and not in lieu of any other remedy (including but not limited to, as an indemnitee of Contractor) available to Polk City under this Agreement or otherwise.

(e) Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

(f) Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against Polk City for payment or assessments in any form on any policy of insurance. All required insurance policies shall preclude any insurer's rights of recovery or subrogation against Polk City with the express intention of the parties being that the required insurance coverage protect both parties as the primary coverage for any and all losses covered by the above-described insurance. Violation of the terms of this paragraph and its subparts shall constitute a breach of the Agreement, and Polk City, at its sole discretion, may cancel the Agreement and all rights, title and interest of the Contractor shall thereupon cease and terminate. The Contractor shall not commence performance of duties under this Agreement until the Contractor has obtained all insurance coverage required under this paragraph and this Agreement and all Insurance Certificates have been approved by Polk City, nor shall the Contractor allow any sub-consultant to commence performance of duties under this Agreement until all similar such insurance coverage and Insurance Certificates required of the sub-consultant have been obtained and approved by Polk City or the Contract Administrator.

**18.6. No Waiver of Sovereign Immunity / Limits of Liability.** Nothing herein is intended to act as a waiver of Polk City's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

**SECTION 19. CITY HELD HARMLESS FROM INJURIES, DAMAGES AND CERTAIN OTHER ACTS OF THE CONTRACTOR.** The Contractor and his surety

hereby expressly bind themselves to indemnify and hold Polk City, its elected officials and officers, representatives, agents and employees harmless from all suits or actions of every name and description brought against Polk City for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of said Contractor or his servants or agents, including subcontractors engaged in doing the work herein contracted for, or by, or in consequence of any negligence in guarding against same, or in any improper materials or equipment used in its performance, or by or on account of any act or omission of the said Contractor, or on account of any claims or amounts arising or recovered under the Workmen's Compensation Laws. In case there is any money due to the Contractor, so much of the money due the said Contractor as the Contract Administrator shall deem necessary to protect Polk City, may be retained by Polk City until such suit or suits, action or actions, claim or claims, injuries, damages as aforesaid, shall have been settled and suitable evidence to that effect has been furnished to the Contract Administrator.

**SECTION 20. ACCESS AND AUDITS.** The Contractor shall maintain within Polk County adequate records of the solid waste collection and/or recycling services during the fiscal year and for one year following the end of each fiscal year. The City or its designee shall have the right to review all records maintained by the Contractor upon 24 hours written notice. Within 120 days after Contractor's fiscal year end, the Contractor shall deliver to the City a certified financial statement including, at a minimum, a balance sheet and an income statement representing the financial position and the results of operations respectively of the Contractor. The report must include the opinion of a Certified Public Accountant, who has conducted an audit of the Contractor's books and records in accordance with generally accepted auditing standards which include tests and other procedures necessary that the Financial Statements are fairly presented, in all material respects, in conformity with generally accepted accounting procedures. The annual audit shall be delivered to the CITY within one hundred and twenty (120) days after the twelve (12) month period ending the Contractor's fiscal year.

**SECTION 21. LIQUIDATED DAMAGES.** The Contractor and City acknowledge and represent that, in the event of the Contractor's breach of this Agreement, damages are not readily ascertainable, i.e., damages uncertain. As such, should the Contractor fail to perform in accordance with the provisions of this Contract, upon receipt of notice from Polk City, Polk City shall, in addition to the amounts provided for in other provisions of this contract, be entitled to claim against the Performance Bond of the Contractor or deduct from the next regularly scheduled payment to the Contractor, the following amounts, not as a penalty but as liquidated damages for such breach of contract:

- A. Legitimate complaints – over six (6) per month. Twenty-Five Dollars (\$25) each complaint plus Twenty-five Dollars (\$25) each Calendar Day not handled.

- B. Failure to clean up spillage promptly from vehicles or after having emptied containers, whether on private or public streets, alleys, etc. One Hundred Dollars (\$100) each case.
- C. Failure to clean vehicles or change containers on schedule provided in Section 7. Twenty Five Dollars (\$25) each vehicle or container.
- D. Failure to keep vehicles closed or covered. Twenty-Five Dollars (\$25) each vehicle.
- E. Loaded vehicles left standing on the street unnecessarily. Twenty-Five Dollars (\$25) each vehicle.
- F. Failure to maintain schedules established and given as a requirement of this Contract, in writing, to the public and to Polk City (Section on Schedules). Two Hundred Fifty Dollars (\$250) per violation of route schedule.
- G. Failure to close the doors to the container and/or screened enclosures. Twenty Five Dollars (\$25) per violation.
- H. Failure to disinfect containers. Twenty-Five Dollars (\$25) each container.
- I. Failure to return garbage containers to the place where they were picked up, in an upright position. Twenty-Five Dollars (\$25) each container per violation.
- J. Failure to provide required reports on the tenth (10<sup>th</sup>) day of each month or when otherwise due. Twenty-five (\$25) per day per report (amount doubles every five (5) Calendar Days the report is not provided).
- K. Failure to keep assigned equipment in Polk City on scheduled routes. Fifty Dollars (\$50) per Calendar Day per piece of equipment.
- L. Failure to respond to complaint or request made by Polk City in twelve-hour period. Two Hundred Dollars (\$200) per complaint or request plus Fifty Dollars (\$50) per Calendar Day the complaint or request is outstanding.

The Contractor further acknowledges and represents that the monetary sums listed in this Section are reasonable estimates of and/or for damages which are uncertain as to amount; thus, Contractor acknowledges and represents that such monetary sums are not penalties.

**SECTION 22. POINT OF CONTACT.** All dealings, contacts, notices, and payments between the Contractor and the City shall be directed by the Contractor to the Contract Administrator or designee.

**SECTION 23. NOTICE.** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

**As to the City:**

**Patricia Jackson, City Manager**  
123 Broadway Boulevard SE  
Polk City, Florida 33868-9225

**Attention: Contract Administrator**

**As to the Contractor:**

Republic Services of Florida L.P.  
38020 Maine Avenue  
Lakeland, Florida 33801

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice are to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

**SECTION 24. DEFAULT OF CONTRACT.**

**24.1.** The City may cancel this Agreement, except as otherwise provided below in this section, by giving Contractor thirty (30) days advance written notice, to be served as hereafter provided, upon the happening of anyone of the following events:

(1) Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property or

(2) By order or decree of a Court Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated, in which case, said default shall be deemed immediate; or

(3) By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or

control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or

(4) The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the City pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, and said default is not cured within thirty (30) days of receipt of written notice by City to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from City to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof within ninety (90) days after the demand from the City.

**24.2.** However, notwithstanding anything contained herein to the contrary, failure of Contractor to provide collection service for a period of two (2) consecutive scheduled Business Days, the City may secure the Contractor's billing records (at the request of the City, the Contractor shall immediately provide such records). On the third Business Day, in order to provide interim Contract collection services, the City may hire an alternate service provider until such time as the matter is resolved and the Contractor is again able to perform pursuant to this Agreement; provided, however, if the Contractor is unable for any reason or cause to resume performance at the end of thirty (30) Business Days, all liability of the City under this Agreement to the Contractor shall cease and this Agreement may be deemed immediately terminated by the City. The cost to provide interim Contract collection service shall be at the Contractor's expense, paid by the City and deducted from Contractor's payments).

**24.3.** Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Section, in the event that Contractor's record of performance shows that Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor, in the opinion of City and regardless of whether Contractor has corrected each individual condition of default, Contractor shall be deemed a "habitual violator," shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The City shall thereupon issue Contractor final warning citing the circumstances therefore, and any single default by Contractor of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, City may terminate this Agreement upon the giving of written Final Notice to Contractor, such cancellation to be effective upon the fifteenth consecutive calendar day following the date of Final Notice, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and Contractor shall have no further rights hereunder. Immediately upon receipt of said Final Notice, Contractor shall proceed to cease any further performance under this Agreement. The Contractor may terminate this Agreement if the City defaults by failing or refusing to perform or observe the terms,

conditions or covenants in this Agreement, including failure to make payment to the Contractor when due, and such default is not cured within thirty (30) days of receipt of written notice from the Contractor.

**24.4.** The Contractor may terminate this Agreement if the City defaults by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement, including failure to make payment to the Contractor when due, and such default is not cured within thirty (30) days of receipt of written notice from the Contractor.

**24.5.** In the event of any of the aforesaid events specified in paragraphs **24.1, 24.2, 24.3** and **24.4** above and except as otherwise provided in said paragraphs, termination shall be effective upon the date specified in the written notice provided to the defaulting party, and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the City under this Agreement to the Contractor shall cease, and the City shall have the right to call the performance bond and shall be free to negotiate with other Contractors for the operation of the herein specified services. The Contractor for failure to perform shall reimburse the City all direct and indirect costs of providing interim collection service. Notwithstanding the previous sentence, however, the City shall still be liable to the Contractor for payment for Services provided by the Contractor prior to the date of termination.

**SECTION 25. PUBLIC WELFARE.** The City shall have the power to make changes in or to impose new and reasonable rules and regulations on the Contractor under this Agreement relating to the method of collection and disposal of Garbage, Solid Waste, Bulk Waste, Yard Waste or Recyclable Materials as shall from time to time be necessary and desirable for the public welfare; provided, however, that any such rule or regulation shall be delivered to and accepted by the Contractor, or if the Contractor is a corporation, by an officer thereof. The City shall give the Contractor a 30-day notice of any proposed change and an opportunity to be heard concerning those matters. The Contractor shall be reasonably and appropriately compensated as determined by negotiation and Agreement between the City and the Contractor for any additional services or other obligations required of the Contractor due to any modification in the Agreement under this Section.

**SECTION 26. RIGHT TO REQUIRE PERFORMANCE.** The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

**SECTION 27. TITLE TO WASTE & WASTE DISPOSAL FACILITIES.**

**27.1.** The City shall, at all times, hold title and ownership to all commercial and residential Solid Waste and all other waste collected by the Contractor within the City pursuant to this Agreement. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, title to and liability for any Excluded Waste shall at

no time pass to the Contractor; title to and liability for Excluded Waste shall always remain with the generator or depositor of such.

**27.2.** The Contractor shall provide in writing to the City of Polk City the name and location of the recycling facility the Recyclable Materials collected within the City are transported to for proper handling and processing.

**SECTION 28. GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Polk County and the Agreement will be interpreted according to the laws of Florida.

**SECTION 29. COMPLIANCE WITH LAWS.** The Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

**SECTION 30. SEVERABILITY.** If any article or section of this contract or of any supplements or riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**SECTION 31. RESERVED.**

**SECTION 32. MODIFICATION.** This Agreement constitutes the entire contract and understanding between the parties hereto and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an Amendment executed by both parties.

**SECTION 33. INDEPENDENCE OF AGREEMENT.** It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the City for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**SECTION 34. CHANGE OF LAW.** The parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law.



**SECTION 35. PUBLIC ENTITY CRIMES.** No Contractor may be a person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. The Contractor is required to comply with Florida Statutes Section 287.133, as amended, or its successor.

**SECTION 36. SUBSTANTIAL COMPLIANCE.** The Contractor shall promptly collect all materials disposed of by the customer, provided the materials are prepared and placed within substantial compliance with the guidelines set forth herein. Any dispute as to the standards of substantial compliance shall be determined by the Contract Administrator.

**SECTION 37. TERMINATION.** The Contractor and the City recognize that it is of paramount importance that the Agreement be performed and the individual customers receive service. Any of the following shall be considered a event of default by the Contractor under this Agreement: (1) Contractor fails to begin work at the time specified, (2) Contractor fails to perform the work in accordance with the requirements of this Agreement, (3) Contractor discontinues the prosecution of the work or any portion thereof, or for any other cause whatsoever, excepting only acts of God, does not carry on the work as aforesaid, (4) Contractor's performance of the work under this Agreements results in excessive customer complaints or the Contractor becomes insolvent or declares bankruptcy or commits an act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied. Upon any such event of default, the City shall give Contractor notice of such default. If the Contractor or his surety fails to cure such default within seven (7) days after such notice by the City, then the City may thereupon, by action of the City Council, declare the contract terminated. Upon declaration of termination, the City may, at no cost to the City or compensation to the Contractor, take over the work and take possession, without further notice to the Contractor and without judicial proceedings, of any and all equipment of the Contractor and operate the same in performance of the work and services described in this contract for the unexpired term of the contract, or for a period of six (6) months, whichever the City elects, or the City may enter into agreements with others contractors for the performance of the work and services herein terminated. Such termination of the contract shall not relieve the Contractor or the surety of liability for failure to faithfully perform this Agreement, and in case the expense incurred by the City in performing or causing to be performed the work and services provided for in this contract shall exceed the proposal price of the Contractor, as provided in this contract, then the Contractor (and the surety to the extent of its obligation) shall be liable to the City for said amount. Contractor's surety or security will not be released until such time as the term of this Agreement would otherwise have expired..

**SECTION 38. CITY ORDINANCES.** Nothing contained in any ordinance of Polk City now in effect, hereafter adopted, pertaining to the collection of garbage and trash shall in any way be construed to affect, change or modify or otherwise alter the duties, responsibilities and operation of the Contractor in the performance of the terms of this Contract.

**SECTION 39. AMENDMENTS.** Polk City shall have the right to amend this Contract from time to time as necessary to comply with federal, state and local laws and regulations, as amended from time to time. Such amendments shall take effect within thirty (30) Calendar Days of the Contractor's receipt of the written amended Contract. Amendments which are consistent with the purpose of this Contract may be made with the mutual consent, in writing, of the parties in accordance with Polk City Charter and other applicable laws and ordinances.

**SECTION 40. FUEL.** At the first anniversary of the Contract and on any anniversary thereafter the cost of diesel fuel may be increased or decreased in accordance with the following:

1. The price of fuel as of the bid opening date shall be determined using fuel costs notated in OPIS Daily Rack Average
2. The successful Contractor shall submit a percentage of their bid price that is equal to the portion directly attributable to the cost of fuel only
3. Should the price of fuel fluctuate by 15% or more, the percentage of the bid price directly attributable to the cost of fuel shall be increased or decreased by the same fluctuation in price as determined by Energy Information Administration, Official Energy Statistics from the U. S. Government, EIA Lower Atlantic Fuel Table at the end of the applicable one (1) year term. The parties acknowledge and agree that the comparable price for rate fluctuation is the bid opening date.

**SECTION 41. CALCULATION OF TIME PERIODS.** The calculation of the number of days that have passed during any time period prescribed by this Agreement shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement, by and through their authorized representatives.

CITY OF POLK CITY

By: \_\_\_\_\_  
Joe LaCascia, Mayor

**ATTEST:**

**Approved as to form and correctness:**

\_\_\_\_\_  
Patricia Jackson, City Manager

\_\_\_\_\_  
Thomas A. Cloud, Esquire, City Attorney

**DRAFT**

Signed, sealed and delivered in the presence of:

**CONTRACTOR**

**REPUBLIC SERVICES OF FLORIDA, Limited Partnership, by its General Partner, REPUBLIC SERVICES OF FLORIDA GP, INC.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

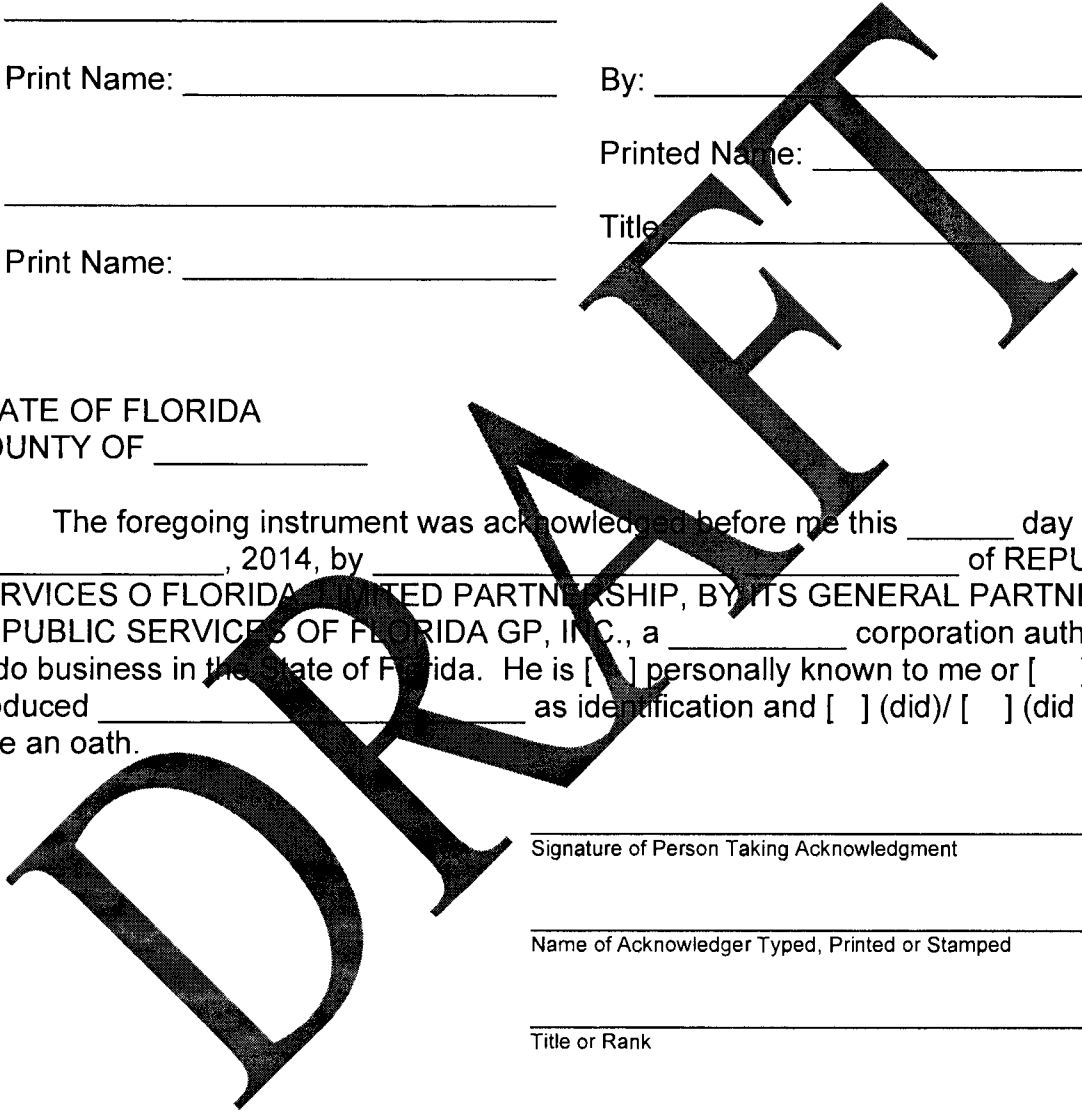
By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ of REPUBLIC SERVICES OF FLORIDA LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, REPUBLIC SERVICES OF FLORIDA GP, INC., a \_\_\_\_\_ corporation authorized to do business in the state of Florida. He is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification and [ ] (did)/ [ ] (did not) take an oath.



\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Name of Acknowledger Typed, Printed or Stamped

\_\_\_\_\_  
Title or Rank

EXHIBIT A

**SOLID WASTE COLLECTION RATES**

<b>95 or 65 Gal Poly Cart</b>	<b>Monthly Cost</b>
1. Residential	
a) 1 time per week, to include Recyclable Materials and Yard Waste	\$ <u>13.88</u>
2. Commercial Hand P/U(2 Cans)	\$ <u>36.98</u>
3. Commercial Containers per cubic yard	\$ <u>7.87</u>

As provided in Section 8 of the Agreement, the Contractor may petition the City Commission for a rate adjustment on its residential rate. The City Commission shall approve or deny the adjusted rate by resolution.

**DRAFT**



## City of Polk City City Council Agenda Form

Meeting Date: November 17, 2014  
Item Number: City Attorney Items

<b>Subject:</b>	
Woodard and Curran Contract Renewal	
<b>Department:</b>	
Water and Wastewater	
<b>Summary:</b>	
Please see attached memorandum from City Manager	
<b>Requested Council Action:</b>	
Review and accept contract with/without any changes	
<b>Financial Impact:</b> FY 2015 -- \$500,000 lump sum FY 2016 -- \$515,000 with fuel charges lump sum FY 2017 -- \$515,000 with fuel charges lump sum	
Attachments: <input type="checkbox"/>	Supporting Documents Reviewed <input type="checkbox"/>
Submitting Department Head:	Date:
Approved by City Manager:	Date:
Patricia Jackson, City Manager	11/13/2014
City Council Action:	
<input type="checkbox"/>	Approved as Recommended
<input type="checkbox"/>	Approved with Modifications
<input type="checkbox"/>	Tabled to Time Certain      Date: _____
<input type="checkbox"/>	Denied

# Memorandum

**To:** Mayor and City Commissioners  
**From:** Patricia Jackson, City Manager  
**Date:** 11/13/2014  
**Re:** Contract for Operations and Maintenance Services between Polk City and Woodard & Curran

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Per our negotiations, we have the following accepted by W&C for our consideration and comment as a first draft of an extension agreement.

**1. FY 2015—Oct. 1, 2014 thru September 30, 2015**

A) Original option- \$491,689.72 with a \$1,000 cap on renewal/replacements/major maintenance/capital improvements. City pays for the fuel and the outside contractor for the auxiliary power maintenance. Existing contract ending 9/30/2015 or extension as shown in #2 below.

B) Revised Option for FY 2015--\$500,000 lump sum paid monthly with a \$2,000 cap on renewal/replacement/major maintenance/capital improvements per each project. City is spending approximately \$14,200 per year now for the upto \$2,000 items not previously covered in the contract. Less change orders and requests and minor "nickel and dime-ing" the City. The second 2 sentences in A. above apply here too.

**2. Offer to Extend through Fiscal Year 2017 (September 30, 2017)-  
\$515,000 each year FY 16 and 17**

The offer was negotiated for both future fiscal years after FY 2015, the same lump sum amount would be charged and in these 2 subsequent years that Woodard and Curran would pay for the fuel cost which was \$16,000+ in FY 2014 and expected to be a similar amount in FY 2015. The City still pays for the outside auxiliary power contractor. The lump sum amount for both FY 2016 and FY 2017 is the same without increase at \$515,000 per year paid monthly in equal amounts and the \$2,000 cap is in place for these future years.

The above is in recognition that the system is in better shape, that the learning curve is over and the City may takeover the operation for FY 2018. The above three years do take-back the billing, collection and customer service function from W&C to minimize costs.

**CONTRACT FOR  
OPERATIONS AND MAINTENANCE  
SERVICES  
BETWEEN POLK CITY, FLORIDA  
AND  
WOODARD & CURRAN**

**October 1, 2014**

**(FOR FISCAL YEARS 2014/15, 2015/16, & 2016/17)**



## CONTRACT FOR OPERATIONS AND MAINTENANCE

This Agreement is made and entered into by Woodard & Curran Inc. (hereafter "W&C"), a Maine corporation, whose Principal Place of Business is based at 41 Hutchins Drive, Portland, ME 04102, Tax I.D. No. 01-0363222, and Polk City, Florida, a Florida municipal corporation, (hereafter "CITY").

### RECITALS

WHEREAS, the CITY is the owner of a water and/or wastewater treatment system (the Facility) that is described in Exhibit A attached to an incorporated in this Agreement; and,

WHEREAS, the CITY desires to engage W&C to operate and maintain the Facility on behalf of the CITY and W&C desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

WHEREAS, the CITY and W&C have previously contracted with each other since January, 2011 for these same services; and,

WHEREAS, W&C represents to CITY that it is experienced and capable of providing certain operation and maintenance services for the Facility; and

WHEREAS, both parties warrant to each other that each is authorized by law to enter into this Agreement.

ACCORDINGLY, in consideration of the above Recitals and the mutual covenants herein contained, and other good and valuable considerations the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

### **SECTION 1. RESPONSIBILITIES OF WOODARD & CURRAN.**

1.01 Commencing on October 1, 2014, or such other mutually acceptable date agreed to in writing between W&C and the CITY (the "Effective date"), W&C will provide all routine operation and maintenance of the CITY's Facility (as described in Exhibit B of the Agreement "Woodard & Curran Scope of Services") on a seven day per week basis within the design capabilities of the Facility. Basic Design Data is provided in Exhibit A to this Agreement ("Design Capabilities for Water Treatment Facility").

1.02 W&C shall communicate with the designated CITY liaison as described in Section 2.01 (g) of this Agreement, regarding decisions and other matters related to the operation of the Facility. In addition, W&C shall advise the CITY and serve as the CITY's liaison to regulatory agencies and consumers in matters related to the operation of the Facility.

1.03. Additional operation and maintenance services not considered routine (as listed in Exhibit B of the Agreement), or which are required as a result of flood, fire, Act of God, or other Force Majeure, civil disturbance, terrorism or other reasons beyond W&C's control, are not covered within the scope of this Agreement. If requested, W&C will assist the CITY in obtaining or providing the operation and maintenance so required and W&C will be paid for such assistance in accordance with Section 3, Compensation of this Agreement. W&C shall make reasonable efforts to secure the Facilities at appropriate times, within the limits of the security devices provided by the CITY, to protect against vandalism and intrusion. To the extent possible, W&C shall keep buildings and gates locked and will have on-site staff coordinate with public safety officials on behalf of CITY with respect to security for buildings and property, in so doing making reasonable efforts to prevent break-ins and vandalism. W&C shall rely on CITY's security and public safety staff for ultimate control and responsibility for the security of property and equipment. W&C shall pay all fuel costs during fiscal years 2015/16 and 2016/17.

## **SECTION 2. RESPONSIBILITIES OF THE CITY.**

2.01 As part of this Agreement, the CITY agrees to assume the following responsibilities:

- (a) CITY shall maintain in full force and effect, in accordance with its respective terms, all guarantees, warranties, easements, permits, licenses, and other similar approvals and consents received or granted to the CITY as Owner of the Facility and component parts thereof;
- (b) CITY shall also be responsible only for any repairs or replacement expenditures on individual items over \$2,000 required at the Facilities including those expenses identified in W&C's health & safety inspection/audit. W&C will provide justification and review of the related factors for such expenditure. Client shall also be responsible for all generator maintenance. Client shall also be responsible for fuel costs for the first year of the Agreement (fiscal year 2014/15);
- (c) CITY shall at all times provide access to the Facility for W&C, its agents and employees and shall assure that security and public safety officials responsible for the community and area coordinate their activities and patrols to protect personnel and property on-site;
- (d) CITY shall provide W&C with the use of all existing equipment and associated parts currently in stock owned by the CITY, necessary for the operation and maintenance of the Facility;
- (e) CITY shall be responsible for damage and liability to the Facility or components thereof and public health caused by flood, fire, Acts of God or

other Force Majeure, civil disturbance, terrorism or misuse of property unless caused by W&C;

- (f) CITY shall be responsible for all fines imposed for process upsets and violations of water/wastewater quality standards attributable to the operation and maintenance of the Facility to the extent outside W&C's responsibility as set forth in Exhibit B, Item 1;
- (g) CITY shall designate an individual to act as authorized representative overseeing W&C in connection with the performance of services by W&C under this Agreement, but this shall not relieve W&C of its overall performance responsibilities hereunder;
- (h) CITY shall provide all criteria and full information as to the CITY's requirements for W&C's services, including without limitation, objectives, constraints, standards or budgets including any limitations thereof;
- (i) CITY shall be responsible for all fines imposed by OSHA for any capital repairs or replacement related to health & safety not made in accordance with Part (b) of this Section 2.01;

2.02 CITY will purchase and maintain at its sole expense property and structure liability insurance and flood and fire insurance policies, including extended coverage, plus coverage for vandalism and malicious mischief for the full and insurable value of the facilities and insurance for bodily injury or death to the CITY's employees, agents or invitees. In addition, the CITY will name W&C as additionally insured on the above policies. CITY and W&C waive all rights against each other and any persons or organizations for which either is responsible for bodily injury, death, or property damages to the extent covered by the insurance's maintained by each party pursuant to this Section or other applicable insurance, except such rights as they have to proceeds of such insurance held by the CITY as fiduciary. This waiver of subrogation shall be effective as to a person or entity even though that person or entity did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest.

2.03 CITY agrees to compensate W&C in a timely way as provided in Section 3, Compensation.

### **SECTION 3. COMPENSATION.**

3.01 As compensation for the standard services rendered by W&C pursuant to this Agreement, the CITY shall pay to W&C the sum of \$41,667 per month during the first 12 months of this Agreement, commencing with the Effective Date. This monthly amount is simply  $\frac{1}{12}$  (one-twelfth) the annual fee. The monthly fee shall be adjusted to \$42,916.67 for the remaining two years of this Agreement.

3.02 W&C will assume the responsibility for minor repair and maintenance improvements less than \$2,000 per individual occurrence or event for all three fiscal years without labor or miscellaneous appurtenant costs (grease, bolts, etc.).

3.03 W&C will assume responsibility for the capital expenses incurred in the routine operation and maintenance of the Facility (non-labor repair and maintenance) to include personnel services; and preventive and corrective maintenance including contracted services, materials and supplies including the replacement of parts attributable to normal wear and tear.

3.04 Costs for additional personnel, engineering and other technical services requested by the CITY shall be billed separately at the actual cost to W&C of labor, including overhead, overtime and materials, plus 10%.

3.05 The monthly compensation will be billed at the beginning of the month for which it is due. The CITY will have 30 days in which to pay the W&C invoice. Should payments fall 45 days or more overdue, W&C reserves the right to suspend performance of services pursuant to Section 5.04.

#### **SECTION 4. TERM OF AGREEMENT.**

4.01 This Agreement shall remain in full force and effect for three (3) years from the Effective Date.

4.02 The term of this Agreement may be extended for consecutive terms as mutually agreed by the CITY and W&C as provided in Section 5.05.

#### **SECTION 5. TERMINATION.**

5.01 This Agreement may be terminated upon thirty (30) days written notice given by the CITY to W&C for default by W&C or in the event a federal or state regulatory agency fines the CITY, which fine W&C is required to pay by the terms of Exhibit B, and in the event of a default by W&C, should W&C fail to appropriately cure the default within an additional thirty (30) day period.

5.02 This Agreement may be terminated upon thirty (30) days written notice given by W&C to the CITY for default by the CITY and the CITY's failure to appropriately cure the default within an additional thirty (30) day period.

5.03 This Agreement may be terminated by either party without cause after providing the other party with ninety (90) days written notice. In the event CITY terminates this Agreement without cause, 15% of the remaining term's contractual fee shall be paid to W&C as compensation.

5.04 This Agreement may be suspended indefinitely by W&C after forty-five (45) days for non-payment of invoices submitted to CITY pursuant to Section 3.05. Failure to

provide payment for sixty (60) days shall constitute a default and be subject to the terms stipulated in Section 5.02.

5.05 This Agreement shall be automatically renewed for an additional three (3) year term unless either party notifies the other in writing of its decision to end the Agreement no less than 120 days before the expiration of the then current term.

## **SECTION 6. QUALITY OF PERFORMANCE.**

6.01 W&C's objective is to provide its clients with quality operational services, consistent with industry standards. To that end, W&C seeks an operational partnership with the CITY to achieve a level of performance consistent with industry standards, and expects to be held accountable for delivering performance against such standards. If at any time the CITY is less than fully satisfied, this should be communicated to W&C, and if the CITY is ultimately not satisfied with W&C's performance, the CITY may request a change in the management team overseeing its project.

## **SECTION 7. CHANGES.**

7.01 Woodard & Curran or the CITY may request, respectively, changes in the services authorized under this Agreement which are within the general scope of this Agreement, including without limitation, additional operational and maintenance services not considered "routine" (for example, construction and installation of capital projects and repairs caused by events outside W&C's control if these cannot be accommodated within normal operational hours and normal expense budgets), changes required by new or revised laws, rules, regulations or code requirements, or new or amended orders of any public authority or court, the happening of Force Majeure including without limitation, flood, fire, act of God, civil disobedience, terrorist acts, or other causes beyond W&C's reasonable control or which result from W&C encountering conditions or circumstances during performance of its services under this Agreement which are materially different from those described or represented by the CITY regarding the operational or maintenance characteristics or circumstances of the Facility. These changes may be made only by written work change orders, executed by the CITY and W&C, unless accomplished under emergency conditions with verbal authorization.

7.02 In the event changes in the work result in increased work to which the CITY mutually agrees, the CITY will pay W&C for hours worked, equipment used, and materials expended in accordance with Section 3, Compensation.

7.03 In an emergency affecting the safety of persons or property, W&C may act, at its discretion, to prevent threatened damage, injury or loss. Any increase in the monthly fee or extension of time claimed by W&C on account of acts taken in connection with such emergency may be paid to W&C in accordance with Section 7.02 above.

## **SECTION 8. INSURANCE AND LIMITATIONS.**

8.01 W&C will provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:

- (a) Workers compensation Insurance in compliance with the statutes of the state of New Hampshire, which has jurisdiction of W&C employees engaged in the performance of services hereunder, to a limit of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**;
- (b) Comprehensive General Liability Insurance with a minimum combined single limit of **ONE MILLION DOLLARS (\$1,000,000.00)**, including the broad form property damage endorsement; and,
- (c) Automobile Liability Insurance (owned, non-owned, or hired units) minimum combined single coverage limit of **ONE MILLION DOLLARS (\$1,000,000.00)**.
- (d) Errors and omissions coverage under W&C's corporate professional liability insurance, with a minimum coverage of one year's fee, and up to W&C's professional liability insurance limit of **(ONE MILLION DOLLARS (\$1,000,000.00))**.

W&C will furnish the CITY with Certificates of Insurance as evidenced that policies providing the required coverage and limits are in full force and effect. In addition, W&C shall name the CITY as additionally insured on the general liability policy and automobile liability policy.

8.02 Unless covered by insurance carried by W&C pursuant to Section 8.01 of this Agreement, in which case the coverage and limits specified to be maintained shall only apply to such covered liabilities, the aggregate liability of W&C for any and all claims, damages, costs, or expenses, including attorneys' fees resulting from W&C's performance or nonperformance of its obligations under this Agreement, whether based in breach of contract, breach of warranty, tort including negligence, strict liability or otherwise, shall not exceed the total annual compensation paid for the services out of which the claim or damage, costs, or expense arose, but in no event shall W&C be liable for any consequential or special damages such as loss of profits or revenue, or the loss of use of CITY's Facilities or property.

8.03 W&C will supervise all regulatory compliance and financial transactions pertaining to the day-to-day operation of the Facility. Subject to the limitations of this Section, W&C shall operate the Facility in compliance with state and federal regulatory requirements. W&C will pay all fines imposed for process upsets and violation of drinking water standards unless the process upsets or violations are attributable to:

- (a) Flows, loads or other influent quality which are not within the design capabilities of the Facilities, including but not limited to soluble oil, heavy metals, other toxic substances, excessive suspended solids, and excessive organic loadings (see Exhibit A for design flows),
- (b) The malfunction or failure of equipment giving rise to the violation which is not due to the sole causation of W&C,
- (c) Failure by the CITY to fulfill its obligations under this Agreement or other agreements with regulatory agencies where such failure directly contributes to the fine, or
- (d) User Discharges to the Facility in violation of the sewer ordinance, or which are harmful to equipment or processes.

#### **SECTION 9. INDEMNIFICATION.**

9.01 W&C agrees to indemnify and hold the CITY harmless from any liability, claim, demand or cause of action resulting from bodily injury to or illness or death of any person or destruction or damage to any property to the extent caused by the negligence of W&C or its employees in the performance of the services of this Agreement.

9.02 In the event that both W&C and the CITY are found by a finder of fact to be negligent, and the negligence of both is the proximate cause of the claim, damage, cost or expense, then in such event, each part shall be responsible for the portion of the liability equal to its comparative share of the total negligence.

9.03 CITY acknowledges that, in seeking services of W&C in this Agreement, the CITY is requesting W&C to undertake uninsurable environmental and other operational obligations for the CITY's benefit. Therefore, the CITY agrees that, except to the extent such liability may arise solely out of the negligence or misconduct of W&C or its employees and the performance of services under this Agreement, the CITY shall defend, indemnify and hold harmless W&C, its officers and employees from and against any and all claims, losses, damages and liabilities, arising under local, state, or federal laws or regulations including but not limited to, the Clean Air Act, the Clean Water Act, CERCLA, RCRA, or analogous state laws directly connected with the alleged or threatened discharge, dispersal, release, migration of pollutants, contaminants, or chemicals which may be present at or beneath the Facility's premises. Notwithstanding anything to the contrary in this Section, the CITY shall not be under obligation to defend or indemnify W&C, its officers or employees from any criminal proceedings, fines, or sanctions unless they are attributable to those causes deemed as exceptions to W&C's compliance obligations.

#### **SECTION 10. MISCELLANEOUS.**

10.01 Any temporary or portable equipment which is provided by W&C during the term of this Agreement and which is not deemed part of the Facility shall remain the property of W&C upon termination of this Contract. W&C shall not make any capital replacements of the Facility or any component thereof without the prior written approval of the CITY.

10.02 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing, signed by both parties.

10.03 Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail to W&C, Attention: Steven F. Niro, Sr. Vice President, 41 Hutchins Drive, Portland, ME 04102 and to the CITY, Attention: Patricia Jackson, City Manager, 123 Broadway Blvd. SE, Polk City, FL 33868 with a copy to Thomas A. Cloud, GrayRobinson, P.A., 301 East Pine Street, Suite 1400, Orlando, FL 32801.

10.04 This Agreement shall be deemed to have been made in the state of Florida and shall be governed by and construed in accordance with the laws of the State of Florida.

10.05 If a dispute arises pursuant to this Agreement and is not resolved by mutual agreement within sixty (60) calendar days and given written notice of the Dispute, a mutually acceptable third party (Facilitator) having expertise in the subject matter of the dispute would be engaged to mediate the Dispute. The expense of the Facilitator would be shared equally by the parties involved in the Dispute. The parties may present evidence or arguments to the Facilitator. This mediation process would involve a minimum of two face-to-face meetings within a sixty (60) calendar day period, beginning on the date of the Facilitator's assignment to the Dispute.

10.06 W&C shall on a monthly basis provide the CITY with an updated list of all temporary and portable equipment provided by W&C during the term of this Agreement.

IN WITNESS THEREOF, W&C, by its duly authorized Officer, and the CITY, by its duly authorized Administrator, have executed this Agreement as to the date and year first above written.



ATTEST:

**CITY OF POLK CITY, FLORIDA, a  
municipal corporation**

By: \_\_\_\_\_  
Patricia Jackson, City Manager

By: \_\_\_\_\_  
Joseph L. LaCascia, Mayor

Approved as to form and legality:

By: \_\_\_\_\_  
Thomas A. Cloud, City Attorney

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Joe LaCascia and Patricia Jackson on behalf of the City of Polk City, a Florida municipal corporation. They are personally known to me or who have produced \_\_\_\_\_ as identification and who [ ] did [ ] did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

**DRAFT**

ATTEST:

**WOODARD & CURRAN, INC. a Maine corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[CORPORATE SEAL]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, \_\_\_\_\_, of Woodard & Curran, Inc., a Maine corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification and who [ ] did [ ] did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

## EXHIBIT A

### DESIGN CAPABILITIES FOR TREATMENT FACILITY

The Facility and Design Capabilities of are as set forth in the original engineering plans and specifications for the Facility until such plans and specifications have been subsequently amended or modified:

#### 1. Treatment Facility:

CITY owns the FACILITIES, which includes the following infrastructure:

#### WATER SYSTEM

- Three Water treatment facilities which includes four water supply wells, four hydropneumatic pressure tanks with high service pumping, and chemical addition for disinfection.
- Combined system currently permitted at 0.761 annual average million gallons per day (mgd), and 0.989 mgd peak permitted capacity.
- Up to 3,000 residential and commercial water meters.
- Water distribution system consisting of water mains and hydrants.
- Miscellaneous tools, supplies, and equipment necessary for the operation and maintenance of the water system.

#### WASTEWATER SYSTEM

- One existing wastewater treatment facility with a design flow of 0.300 mgd, permitted capacity of 0.285 mgd, chemical addition for disinfection, reclaimed water retention ponds, and pumping to a spray irrigation site.
- Liquid hauling and land spreading of sludge at off-site State approved locations.
- Twelve wastewater lift stations and the associated sewers that collect and transport wastewater to the treatment facilities.
- Miscellaneous tools and equipment necessary for the operation and maintenance of the wastewater system.

## EXHIBIT B

### WOODARD & CURRAN SCOPE OF SERVICES

The W&C Services to be provided by Woodard & Curran during the term of this Agreement shall include and be limited to the following:

**1. Facility Operation.** W&C shall operate and manage the Facility per requirements established by the governmental authorities having jurisdiction over the Facility and in accordance with the applicable industry standard of care. W&C shall comply with all applicable local, state and federal laws and regulations as they pertain to the Facility to provide that the treated water/wastewater meets or exceeds the standards established by the state of Florida under the permits issued to the CITY by such authority as long as the influent does not exceed the design limitations set forth in Exhibit A ("Description of Facility and Design Capabilities").

**2. Project Management and Staffing.** W&C shall staff the Facility with a Facility Manager and operations staff experienced in the areas of water/wastewater treatment, process control, laboratory analysis and maintenance procedures for water treatment facilities. W&C will supervise all regulatory compliance and financial transactions pertaining to the day-to-day operation of the facility. W&C will assure that the Facility is staffed with a properly certified operator-of-record as required by the permit issued.

**3. Project Support.** W&C shall, as required and determined by W&C, provide on-call, backup expertise in operations, management and maintenance applications to ensure compliance with this Agreement.

**4. Repair and Maintenance.**

**a. Costs up to \$2,000.** W&C shall pay the costs of all individual repair parts, maintenance materials, supplies and outside maintenance service items (collectively, "R&M Items"), excluding W&C labor costs and miscellaneous appurtenant costs (grease, bolts, etc.), during the term of this Agreement. These services do not include maintenance of emergency generators, which is the responsibility of CITY. CITY shall also be responsible for fuel costs for the first year of this Agreement as described in Section 2.01 (b).

**b. Costs exceeding \$2,000.** Any R&M costs in excess of \$2,000 per occurrence, excluding W&C labor costs and miscellaneous appurtenant costs (grease, bolts, etc.), shall be the responsibility of the CITY as described in Section 2.01 (b).

**5. Information Systems.** W&C shall maintain computer software effective in the management of scheduled and preventive maintenance and process control.

**6. Operational Costs and Expenses.** W&C shall provide and pay all costs of W&C employees, electricity, natural gas, chemicals, services, spare parts, materials, maintenance, repairs and expendable supplies required in the normal operation and maintenance of the Facility while it is responsible for the operation of the management of the Facility, except to the extent otherwise provided in the Agreement.

**7. Corrective Action.** In the event that the water quality is not in compliance with regulatory requirements, W&C shall be responsible to implement corrective actions to bring the Facility within compliance consistent with its obligations to operate and manage the Facility as required herein.

**8. Hazardous Substance.** In the event that any hazardous substance is received at the Facility, W&C shall notify the CITY and assist the CITY in the removal and/or reduction of such hazardous substance. In the event that any hazardous substance cannot be treated or removed using the processes and equipment provided, W&C shall not be responsible for additional Operational Costs and Expenses until the hazardous substance is removed from the Facility and the Facility is completely recovered. For all purposes of this Exhibit B and the Agreement to which it is attached, "hazardous substance" shall mean (a) any petroleum, petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials or polychlorinated biphenyls; or (b) any chemical, material or substance defined or regulated as hazardous or as a pollutant, contaminant or waste under any statute, law, ordinance, by-law, decree, regulation, code, order, rule or judgment of any governmental authority having the force of law.

**9. Other Issues Outside the Control of the Operator.** In the event that any influences outside the control of the Operator cause operational issues W&C shall not be responsible for additional Operational Costs and Expenses until such time as those influences are stopped and the facility has had ample time to recover.

**10. Testing and Laboratory Analysis.** W&C shall perform the sampling and analysis as required to insure proper operation of the Facility. W&C shall prepare all permit monitoring and operations reports, and submit them to the CITY for final review and sign-off prior to submission to the appropriate regulatory agency having jurisdiction over the Facility.

**11. Reporting.** W&C shall submit internal reports relating to the operations of the Facility to the CITY and assist the CITY in the CITY's reporting requirements to local, state and federal regulatory agencies, all in accordance with the mutually agreed upon procedures. W&C shall be responsible for representing the CITY with the relevant regulatory agencies and advise the CITY of all meetings, hearings and relevant related information for the Facility. The CITY shall participate in such meetings of regulatory or governmental agencies as the CITY or W&C deems necessary.

**12. Records of Operation.** Records maintained by W&C shall be in compliance with all applicable law and regulations. These records, capable of providing historical data and trend, shall be the property of the CITY. W&C shall maintain these records at the Facility, available during the term of this Agreement, for use by authorized CITY personnel. W&C agrees to provide the CITY's officials with access to the Facility at any time, upon reasonable prior notice.

**13. Safety.** W&C shall administer a site-specific safety program to include training, record keeping and safety meetings, all in conformance with the CITY safety program and any requirements of the State of Florida.

**14. Training.** W&C shall implement an on-going training program, with classroom and hands-on training for all Facility personnel. Training shall include Facility operations and maintenance, laboratory operations and maintenance, supervisory skills and energy management.

**15. Capital Budget Submission.** On an annual basis, W&C shall provide a formal report to the CITY on W&C's projection of capital needs and assist the CITY with the preparation of the CITY's annual budget. W&C shall annually submit its recommendations regarding additions to or deletions from the CITY's scheduled program. W&C shall submit detailed rationale for any changes or additions, along with related preliminary cost estimates. Implementation of these recommendations by the CITY, however, is not a condition of W&C's performance of the W&C Services. Review and approval of these capital expenditures shall remain the responsibility of the CITY.

**16. Emergency Response Plan.** W&C, in cooperation with the CITY, shall maintain and implement an emergency response plan for the Facility that shall be in compliance with all applicable regulations. The emergency response plan shall be reviewed and updated annually.

**17. Facility Inventory.** W&C will prepare a complete inventory of spare parts, materials and chemicals on site at the commencement of the term of this contract, to be submitted within one month of the commencement date.