



# DeSoto County

## Board of County Commissioners

### Meeting Agenda

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Tuesday, May 14, 2024

9:00 AM

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#### CALL TO ORDER

#### ROLL CALL

#### TURN OFF OR SILENCE ALL CELL PHONES

#### PRAYER/PLEDGE OF ALLEGIANCE

#### INTRODUCTION OF ELECTED OFFICIALS

#### SET/AMEND

#### PUBLIC FORUM FOR NON-AGENDA ITEMS

#### CONSENT AGENDA-MOTION TO APPROVE

1. Accounts and Warrants Drawn Per Schedule of Bills Payable.

Attachments: [AP Check Report - Warrants 04-09-24 to 04-22-24](#)

2. Minutes/BOCC Public Meeting 03/26/2024 and 04/09/2024.

Attachments: [03-26-2024 BOCC Meeting](#)  
[04-09-2024 BOCC Meeting](#)

3. Declaration of Surplus Capital Assets

Attachments: [Surplus Declared 5-14-24](#)

4. Agreement Amendment / Metric Engineering, Inc. / Environmental Review of DeSoto County's CDBG-MIT Funded Projects

Attachments: [22-03-00RFP Amendment](#)

5. Florida Humanities Grant Agreement

Attachments: [2024 Florida Humanities Grant Agreement](#)

#### PRESENTATIONS

6. **Presentation by IBT Group, USA about their plans for expanding high-speed internet in DeSoto County**

**Attachments:** [IBT Presentation Arcadia 04 17 2024](#)

7. **Presentation by Comcast regarding their plans for bring high-speed fiber to DeSoto County.**

### **REGULAR BUSINESS**

8. **Proclamation/Veterans Appreciation Month**

**Attachments:** [Proclamation May 2024](#)

9. **Proclamation of Economic Development Week, 2024**

**Attachments:** [Economic Development Week 2024](#)

10. **Work Authorization 23/24-09 State Road 31 Force Main Replacement Project Services**

**Attachments:** [WORK AUTHORIZATION FORM weiler 23-24-09 SR 31 Force Main Replacement  
WA\\_SR31ForceMainReplacement\(R1\) \(3\)](#)

11. **Resolution/Budget Amendment Fiscal Year 2023/2024**

**Attachments:** [Resolution  
Summary and Narrative  
2024-92 Utilities Wastewater  
2024-93 Capital Road Projects Hurricane Ian  
2024-98 Utilities Operations](#)

12. **Bid Award/ SHIP-HHRP**

**Attachments:** [BID SHEET  
MORALES BID.JS-04262024093026  
RIVERS BID.DS-04262024092855  
RIVERS BID.JS-04262024092917  
RIVERS BID.WS-04262024092750  
WILSON BID.JS-04262024092948  
WILSON BID.WS-04262024092817](#)

13. **Utilities Purchase of Water/Wastewater Treatment Chemicals / Hawkins, Inc.**

**Attachments:** [22-08-00ITB Hawkins Contract Amendment](#)

14. **Utilities Sludge Management Services Contract Amendment / Synagro South, LLC**

**Attachments:** [21-13-00ITB Contract Amendment - Extension #2](#)

**15. Fiscal Year 2023/24 Annual Road Paving & Brewer Park Paving Project / Excavation Point, Inc.**

**Attachments:** [24-12-00ITB Final Contract](#)  
[24-12-00ITB - Bid Tab](#)

**16. Contract/Environmental Services Director.**

**Attachments:** [Jeffrey Phipps - Environmental Services Director Letter of Interest](#)  
[Employment Contract - Jeffrey Phipps](#)

**17. Resolution/Write-Off Delinquent EMS Accounts FY 2021-2022.**

**Attachments:** 2021-2022 collected collections  
DESO - Fiscal Year Financial Summary  
Resolution Delinquent EMS Accounts 2021-2022

**ADMINISTRATOR'S REPORT**

**COUNTY ATTORNEY'S REPORT**

**BOARD MEMBER COMMENTS**

**ADJOURNMENT**

**NOTE:** For quasi-judicial matters, any party desiring a verbatim record of the proceeding of this hearing for the purpose of an appeal is advised to make private arrangements for the production of a record and anyone wishing to present documents or other written evidence to the Board must provide eight (8) copies of the written material . If special accommodations are required in accordance with the Americans with Disabilities Act, individuals should contact the County Administrator's Office by calling 863-993-4800 at least 48 hours prior to the hearing.



# DeSoto County

5/14/2024

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## Item #: 1.

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- ☒ Consent Agenda    ☐ Quasi-Judicial Public Hearing  
☐ Regular Business    9:00 am  
☐ Public Hearing    Choose an item.

**DEPARTMENT:**        Administrative Services  
**SUBMITTED BY:**    Sarah Simmons, Accounts Payable Technician  
**PRESENTED BY:**    Sarah Simmons, Accounts Payable Technician

**TITLE & DESCRIPTION:**  
Accounts and Warrants Drawn Per Schedule of Bills Payable.

**REQUESTED MOTION:**  
To approve accounts and warrants drawn according to Schedule(s) of Bills Payable April 09, 2024 - April 22, 2024.

**SUMMARY:**

**BACKGROUND:**  
Checks and Warrants as follows: Truist Banks Consolidated Fund, Wire Transfers, Bank Drafts, Payroll Fund, and Check #309291-309474; Payroll Clearing Fund wire drafts; Local Housing-SHIP Fund Check #001686; Utilities Capital Fund drafts #000513; Flexible Spending Account Check #N/A; Indigent Health Care Check #N/A; DCVOL #N/A.

**FUNDS:**  
Budget Amount: N/A  
Actual Agenda Item: N/A  
Cost: N/A  
Account Number: N/A  
Explanation: N/A



VENDOR SET: 01 Desoto County

BANK: \* ALL BANKS

DATE RANGE: 4/09/2024 THRU 4/22/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	4/18/2024			309360		
C-CHECK	VOID CHECK	V	4/18/2024			309361		
C-CHECK	VOID CHECK	V	4/18/2024			309362		
C-CHECK	VOID CHECK	V	4/18/2024			309363		
C-CHECK	VOID CHECK	V	4/18/2024			309364		
C-CHECK	VOID CHECK	V	4/18/2024			309365		
C-CHECK	VOID CHECK	V	4/18/2024			309366		
C-CHECK	VOID CHECK	V	4/18/2024			309367		
C-CHECK	VOID CHECK	V	4/18/2024			309368		
C-CHECK	VOID CHECK	V	4/18/2024			309369		
C-CHECK	VOID CHECK	V	4/18/2024			309370		
C-CHECK	VOID CHECK	V	4/18/2024			309371		
C-CHECK	VOID CHECK	V	4/18/2024			309372		
C-CHECK	VOID CHECK	V	4/18/2024			309373		
C-CHECK	VOID CHECK	V	4/18/2024			309374		
C-CHECK	VOID CHECK	V	4/18/2024			309375		
C-CHECK	VOID CHECK	V	4/18/2024			309376		
C-CHECK	VOID CHECK	V	4/18/2024			309377		
C-CHECK	VOID CHECK	V	4/18/2024			309378		
C-CHECK	VOID CHECK	V	4/18/2024			309379		
C-CHECK	VOID CHECK	V	4/18/2024			309380		
C-CHECK	VOID CHECK	V	4/18/2024			309381		
C-CHECK	VOID CHECK	V	4/18/2024			309382		
C-CHECK	VOID CHECK	V	4/18/2024			309383		
C-CHECK	VOID CHECK	V	4/18/2024			309384		
C-CHECK	VOID CHECK	V	4/18/2024			309385		
C-CHECK	VOID CHECK	V	4/18/2024			309386		
C-CHECK	VOID CHECK	V	4/18/2024			309387		
C-CHECK	VOID CHECK	V	4/18/2024			309388		
C-CHECK	VOID CHECK	V	4/18/2024			309389		
C-CHECK	VOID CHECK	V	4/18/2024			309390		
C-CHECK	VOID CHECK	V	4/18/2024			309391		
C-CHECK	VOID CHECK	V	4/18/2024			309392		
C-CHECK	VOID CHECK	V	4/18/2024			309393		
C-CHECK	VOID CHECK	V	4/18/2024			309394		
C-CHECK	VOID CHECK	V	4/18/2024			309395		
C-CHECK	VOID CHECK	V	4/18/2024			309396		
C-CHECK	VOID CHECK	V	4/18/2024			309397		
C-CHECK	VOID CHECK	V	4/18/2024			309398		
C-CHECK	VOID CHECK	V	4/18/2024			309399		
C-CHECK	VOID CHECK	V	4/18/2024			309400		
C-CHECK	VOID CHECK	V	4/18/2024			309401		
C-CHECK	VOID CHECK	V	4/18/2024			309402		
C-CHECK	VOID CHECK	V	4/18/2024			309403		
C-CHECK	VOID CHECK	V	4/18/2024			309404		
C-CHECK	VOID CHECK	V	4/18/2024			309405		
C-CHECK	VOID CHECK	V	4/18/2024			309406		
C-CHECK	VOID CHECK	V	4/18/2024			309407		

VENDOR SET: 01 Desoto County

BANK: \* ALL BANKS

DATE RANGE: 4/09/2024 THRU 4/22/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	4/18/2024			309408		
C-CHECK	VOID CHECK	V	4/18/2024			309409		
C-CHECK	VOID CHECK	V	4/18/2024			309410		
C-CHECK	VOID CHECK	V	4/18/2024			309411		
C-CHECK	VOID CHECK	V	4/18/2024			309412		
C-CHECK	VOID CHECK	V	4/18/2024			309413		
C-CHECK	VOID CHECK	V	4/18/2024			309414		
C-CHECK	VOID CHECK	V	4/18/2024			309415		
C-CHECK	VOID CHECK	V	4/18/2024			309416		
C-CHECK	VOID CHECK	V	4/18/2024			309417		
C-CHECK	VOID CHECK	V	4/18/2024			309468		
C-CHECK	VOID CHECK	V	4/18/2024			309469		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	60 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	60	0.00	0.00	0.00
BANK: * TOTALS:	60	0.00	0.00	0.00

VENDOR SET: 01 Desoto County  
BANK: APBK POOLED CASH ACCOUNT  
DATE RANGE: 4/09/2024 THRU 4/22/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5897	DESOTO COUNTY UTILITIES							
I-24-006	03-0003	D	4/12/2024	806.50		003821		806.50
0517	DEPT. OF BUSINESS AND							
I-202404169530	QTR BUIL PERM SURCH PAY	D	4/11/2024	5,939.39		003826		5,939.39
0378	WOMACK SANITATION, INC.							
I-0000086303	CUST# 1054	E	4/12/2024	185.00		005202		
I-0000086321	CUSTOMER 1124	E	4/12/2024	185.00		005202		
I-0000086348	1186	E	4/12/2024	22.30		005202		
I-0000086689	CUST#1052	E	4/12/2024	300.00		005202		692.30
2195	QUADMED, INC.							
C-252550	QUADMED, INC.	E	4/12/2024	319.80CR		005203		
I-253287	SO#429139	E	4/12/2024	827.70		005203		
I-253289	SO#429141	E	4/12/2024	699.90		005203		
I-253293	SO#429145	E	4/12/2024	247.80		005203		
I-253349	SO#429027	E	4/12/2024	95.70		005203		1,551.30
2210	XEROX CORPORATION							
I-725727242	CUSTOMER #725727242	E	4/12/2024	189.30		005204		189.30
2282	XEROX CORPORATION							
I-021002784	CUST# 721674687	E	4/12/2024	157.14		005205		
I-021002785	CUST# 721674687	E	4/12/2024	46.54		005205		203.68
3547	MYAKKA HEATING & COOLING							
I-23829	FIRE 11 - 8789 SW CR 761	E	4/12/2024	6,139.49		005206		
I-24103	FIRE RESCUE ADMIN-122 N HILLSB	E	4/12/2024	984.98		005206		7,124.47
4768	ARCHIVE SOCIAL, Inc.							
I-274144	DESOTO COUNTY, FL	E	4/12/2024	2,988.00		005207		2,988.00
4898	NADIA DAUGHTREY, CLERK OF COUR							
I-CASE#CE2023049	CASE#CE2023055	E	4/12/2024	82.00		005208		82.00
5069	SMARSH INC.							
I-INV144869	SVC ACCT#SA-36577 DEC SMARSH	E	4/12/2024	646.93		005209		
I-INV150743	TEXT ARCHIVING	E	4/12/2024	654.96		005209		
I-INV157050	SVC ACCT#SA36577 JAN CHARGES	E	4/12/2024	654.96		005209		1,956.85
5319	AMAZON CAPITAL SERVICES INC.							
I-13JPNRTJNMDT	A2QZQZIX4LDSB5	E	4/12/2024	31.54		005210		
I-167V3LCDD7P7	A2QZQZIX4LDSB5	E	4/12/2024	611.59		005210		
I-1DX1LTPRNKVV	A2QZQZIX4LDSB5	E	4/12/2024	10.91		005210		
I-1FRL1Y69MPYF	A2QZQZIX4LDSB5	E	4/12/2024	35.98		005210		
I-1N6LMR7QMFNR	A2QZQZ1X4LDSB5	E	4/12/2024	228.55		005210		
I-1PNCJGCPMYDM	A2QZQZIX4LDSB5	E	4/12/2024	93.49		005210		

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-1QC4J7DHM67Y	A2QZQZIX4LDSB5	E	4/12/2024	43.23		005210		
I-1V6PTGHXMGX3	A2QZQZIX4LDSB5	E	4/12/2024	94.99		005210		
I-1YYW6VMTXG6N	A2QZQZIX4LDSB5	E	4/12/2024	581.90		005210		1,732.18
5341	SYNAGRO SOUTH, LLC							
I-47259	CUST#2748	E	4/12/2024	7,302.61		005211		7,302.61
5378	THE SOUTHERN GROUP OF FLORIDA, THE SOUTHERN GROUP	E	4/12/2024	3,000.00		005212		3,000.00
0333	PEACE RIVER/MANASOTA PEACE RIVER/MANASOTA	E	4/12/2024	101,708.48		005213		101,708.48
4187	EXCAVATION POINT, INC CONSTRUCTION-SCOP	E	4/12/2024	283,027.47		005214		
I-00077697	PAVING RESTORATION-FEMA	E	4/12/2024	94,838.50		005214		
I-00077698	REYNOLDS-SCOP	E	4/12/2024	523,645.22		005214		
I-00077719	EPI#24P008-NH1	E	4/12/2024	48,243.85		005214		949,755.04
4236	WEILER ENGINEERING CORPORATIO MILLS SURVEY WORK AUTH	E	4/12/2024	1,653.75		005215		
I-52553	PROJECT#23052.015HURRICANE IAN	E	4/12/2024	551.25		005215		2,205.00
5065	JAMES F. POTTER, SHERIFF ARTICLE V DRAW	E	4/12/2024	4,646.19		005216		
I-202404099507	FDLE FCC GRANT DRAW	E	4/12/2024	130,498.50		005216		135,144.69
4927	ROGERS PETROLEUM DCFACIL	E	4/12/2024	54.82		005217		
I-1103628	DCFACIL	E	4/12/2024	124.74		005217		179.56
4929	ROGERS PETROLEUM DCDEVEL	E	4/12/2024	122.11		005218		
I-1102361	DCDEVEL	E	4/12/2024	57.00		005218		
I-1103426	DCDEVEL	E	4/12/2024	52.85		005218		231.96
4933	ROGERS PETROLEUM DCENVIR	E	4/12/2024	52.47		005219		52.47
4934	ROGERS PETROLEUM DCCODE	E	4/12/2024	38.98		005220		38.98
4935	ROGERS PETROLEUM DCANIM	E	4/12/2024	65.37		005221		
I-1102360	DCANIM	E	4/12/2024	82.35		005221		147.72

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BANK: APBK POOLED CASH ACCOUNT  
DATE RANGE: 4/09/2024 THRU 4/22/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4941	ROGERS PETROLEUM							
I-1102362	DCENGIN	E	4/12/2024	65.27		005222		
I-1103998	DCENGIN	E	4/12/2024	69.94		005222		135.21
3474	MILESTONE PROFESSIONAL SRVS,IN							
I-3160	ASSIST FY 23 AUDIT PREP	E	4/19/2024	3,240.00		005227		3,240.00
5052	CONN & BUENAVENTURA, P.A.							
I-1586	DCU LEGAL SERV	E	4/19/2024	1,872.00		005228		1,872.00
5319	AMAZON CAPITAL SERVICES INC.							
I-13YJLYJQY34P	A2QZQZIX4LDSB5	E	4/19/2024	31.66		005229		
I-16F4GNPTR6TD	A2QZQZIX4LDSB5	E	4/19/2024	39.41		005229		
I-16LFHC1TVXX3	A2QZQZIX4LDSB5	E	4/19/2024	14.99		005229		
I-193TCJMP36MP	A2QZQZIX4LDSB5	E	4/19/2024	122.19		005229		
I-1HNJFNDHNT3G	A2QZQZIX4LDSB5	E	4/19/2024	248.16		005229		
I-1HNK6M6JXRXR	A2QZQZIX4LDSB5	E	4/19/2024	61.17		005229		
I-1JJLYMKHYRHL	A2QZQZIX4LDSB5	E	4/19/2024	153.08		005229		
I-1KPHHQ9N1LXQ	A2QZQZIX4LDSB5	E	4/19/2024	17.50		005229		
I-1MV7MDV9NH67	A2QZQZIX4LDSB5	E	4/19/2024	6.79		005229		
I-1PJ1VLCV1TX7	A2QZAQ1X4LDSB5	E	4/19/2024	188.42		005229		
I-1R736GWD1DPK	A2QZQZIX4LDSB5	E	4/19/2024	177.65		005229		
I-1V7QTM631C9Y	A2QZQZ1X4LDSB5	E	4/19/2024	69.99		005229		1,131.01
5892	PFM FINANCIAL ADVISORS LLC							
I-129910	CONTRACTED SERVICES FY 23-24	E	4/19/2024	2,000.00		005230		2,000.00
5780	SPARKLY SUNSHINE CLEANING SERV							
I-00023	MARCH 2024 CLEANING SVC	R	4/09/2024	160.00		309291		160.00
5764	ADG ARCHITECTURE, LLC							
I-23J14201	CR #2 RENOVATION	R	4/11/2024	18,000.00		309293		18,000.00
5465	ADVANTAGE MEDICAL WASTE SOLUTI							
I-M59737	MEDICAL WAST PICKUP	R	4/11/2024	75.00		309294		75.00
2690	ARCADIA DO IT BEST HARDWARE							
I-A855486	20000100	R	4/11/2024	22.81		309295		22.81
5654	AUTO ZONE STORES, INC							
I-1088837959	CUST# 11356068	R	4/11/2024	95.88		309296		95.88
4715	CLARK EQUIPMENT COMPANY							
I-3818993	UV34 BOBCAT for Morgan Pk	R	4/11/2024	16,925.98		309297		16,925.98

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1001	CENTRAL FLORIDA REGIONAL							
I-101112947	3 QTR APRIL-JUNE	R	4/11/2024	3,214.19		309298		3,214.19
3848	CENTURYLINK							
I-202404099508	ACCT#311573058	R	4/11/2024	314.04		309299		
I-202404119517	311027847 / E911	R	4/11/2024	3,110.44		309299		
I-202404119521	312160748	R	4/11/2024	98.22		309299		3,522.70
0694	CHENANGO SUPPLY COMPANY, INC							
I-316307	CUST#109131	R	4/11/2024	95.58		309300		95.58
0084	CITY OF ARCADIA,							
I-202404099509	0000967579-002899674	R	4/11/2024	800.09		309301		800.09
0084	CITY OF ARCADIA,							
I-202404099510	0000967580-002899684	R	4/11/2024	2,192.33		309302		2,192.33
0084	CITY OF ARCADIA,							
I-202404099511	0000967584-002899724	R	4/11/2024	1,424.20		309303		1,424.20
0084	CITY OF ARCADIA,							
I-202404099512	0000967577-002899654	R	4/11/2024	2,399.56		309304		2,399.56
0084	CITY OF ARCADIA,							
I-202404119514	0000963382-002857704	R	4/11/2024	412.69		309305		412.69
0084	CITY OF ARCADIA,							
I-202404119515	0000963380-002857684	R	4/11/2024	868.82		309306		868.82
4612	COMCAST COMMUNICATIONS							
I-202404119516	8535100640066556	R	4/11/2024	60.00		309307		60.00
4745	COPY LIFE INC.							
I-AR90512	CF1021	R	4/11/2024	82.14		309308		
I-AR90646	DC08	R	4/11/2024	198.64		309308		
I-AR90879	DC12	R	4/11/2024	44.78		309308		325.56
1104	COX PEST CONTROL INC							
I-318190A	ACCT#117741 - COURTHOUSE	R	4/11/2024	15,250.00		309309		15,250.00
2724	CULLIGAN WATER							
I-1136256	1173883	R	4/11/2024	56.75		309310		
I-1138026	ACCT# 1020379	R	4/11/2024	41.25		309310		
I-1138027	1176489	R	4/11/2024	59.25		309310		157.25

VENDOR SET: 01 Desoto County  
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DATE RANGE: 4/09/2024 THRU 4/22/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5067	DAVID A. WILLIAMS, CFA							
I-202404099504	THIRD QTR COUNTY DRAW	R	4/11/2024	311,753.96		309311		311,753.96
5067	DAVID A. WILLIAMS, CFA							
I-202404099505	THIRD QTR LAW ENF	R	4/11/2024	44,744.86		309312		44,744.86
0229	DESOTO FORD AUTOMALL INC							
I-8002626	AR#9525 DODGE RAM 2500 REPAIRS	R	4/11/2024	3,654.55		309313		3,654.55
4528	DESOTO COUNTY TEEN COURT							
I-202404119522	MARCH 2024	R	4/11/2024	1,221.78		309314		1,221.78
1158	DESOTO SIGN CO							
I-5972	PLANNING DEPT	R	4/11/2024	892.00		309315		892.00
5431	EVOQUA WATER TECHNOLOGIES LLC							
I-906394513	1069199 / 2196690	R	4/11/2024	1,764.00		309316		1,764.00
0416	FEDERAL EXPRESS CORP							
I-846449224	ACCT#284394062 - BLANKET PO #4	R	4/11/2024	43.95		309317		43.95
0306	FENDER AUTO PARTS INC							
I-013591	168	R	4/11/2024	56.83		309318		56.83
4309	FERGUSON ENTERPRISES INC.							
I-1635178	CUST#32999	R	4/11/2024	5,036.64		309319		5,036.64
5862	FLORIDA STATE UNIVERSITY							
I-AUX00167522	CUST.ID AUX1005776 CPM LEVEL 6	R	4/11/2024	3,420.00		309320		3,420.00
5848	FUR-EVER FRIENDS ANIMAL HOSPIT							
I-K24013509	STERILIZATION/RABIES CERT	R	4/11/2024	37.00		309321		37.00
3000	HILLS PET NUTRITION ,INC							
I-248992508	726022	R	4/11/2024	42.84		309322		42.84
5985	IN DEPTH INC							
I-1554	IN DEPTH INC	R	4/11/2024	4,000.00		309323		4,000.00
1565	JONES SUPPLY A.I. S&S INC							
I-INV5099	EXTENSION OFFICE	R	4/11/2024	83.00		309324		83.00
6044	KISINGER CAMPO & ASSOCIATES CO							
I-202404119519	REIMBURSEMENT	R	4/11/2024	100.00		309325		100.00

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0423	KNIGHT SUPPLY OF							
I-91607	KNIGHT SUPPLY OF	R	4/11/2024	440.60		309326		440.60
1	L. ESPINOSA							
I-79014001	ESPINOSA - TURNER	R	4/11/2024	1,000.00		309327		1,000.00
4864	LEAF							
I-16293995	100-6578391-001	R	4/11/2024	133.57		309328		133.57
4864	LEAF							
I-16303324-3458108	FEBRUARY-100-3458108-007	R	4/11/2024	136.72		309329		136.72
1	MAASSEN OIL CO							
I-INV00019063	REFUND-MAASSEN	R	4/11/2024	59.00		309330		59.00
4342	MARKETING ALLIANCE, INC							
I-26680	TURNER CENTER	R	4/11/2024	525.00		309331		525.00
5317	MEDLINE INDUSTRIES, INC							
I-2312568610	CUST#1781601	R	4/11/2024	110.92		309332		110.92
5774	MERCURY MEDICAL							
I-INV221199	273010613123	R	4/11/2024	567.65		309333		567.65
5006	O'REILLY AUTO PARTS							
I-5069488415	CUST#2192285	R	4/11/2024	68.34		309334		
I-5069488548	CUST#2192285	R	4/11/2024	12.37		309334		
I-5069488594	CUST#2192285	R	4/11/2024	78.10		309334		158.81
5202	O'REILLY AUTO PARTS							
I-5069482376	CUST#2461221	R	4/11/2024	51.57		309335		
I-5069485344	CUST#2461221	R	4/11/2024	161.65		309335		213.22
5766	ODP BUSINESS SOLUTIONS, LLC							
I-356826660001	27272349	R	4/11/2024	243.39		309336		
I-357748666001	27272349	R	4/11/2024	5.08		309336		
I-357750117001	27272349	R	4/11/2024	18.95		309336		
I-357750118001	27272349	R	4/11/2024	10.85		309336		
I-359005354001	27272349	R	4/11/2024	83.62		309336		
I-359790588001	27272349	R	4/11/2024	10.61		309336		
I-360046452001	27272349	R	4/11/2024	49.92		309336		422.42
0331	PEACE RIVER ELECTRIC CORP							
I-MEMBER#97457	ACCT#97457001	R	4/11/2024	411.11		309337		411.11



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3211	PIONEER MANUFACTURING							
I-INV921541	CUST.ID# DE7543	R	4/11/2024	189.02		309338		189.02
1	PREGNANCY SOLUTIONS							
I-80391051	DAMAGE DEP	R	4/11/2024	75.00		309339		75.00
5458	QUADIENT FINANCE USA, INC							
I-202404119520	ACCT# 7900044081215315	R	4/11/2024	2,125.62		309340		2,125.62
5880	REG ARCHITECTS, INC							
I-2205310	ARCHITECT SERVICES	R	4/11/2024	4,000.00		309341		4,000.00
4254	RYAN HERCO FLOW SOLUTIONS							
I-B207934	ACCT#109158	R	4/11/2024	2,325.33		309342		2,325.33
2950	SAFEGUARD SECURITY, INC							
I-075247	CUST#2486	R	4/11/2024	150.00		309343		
I-075257	2242	R	4/11/2024	95.00		309343		245.00
5376	SANDERS LABORATORIES, INC.							
I-73222	WO#2403816	R	4/11/2024	83.00		309344		
I-73264	WO#2404144	R	4/11/2024	60.00		309344		
I-73265	W.O.#2404145	R	4/11/2024	48.00		309344		191.00
0259	SMITH'S RANCH & GARDEN							
I-005516	ACCT#142224	R	4/11/2024	19.99		309345		
I-005537	ACCT#142224	R	4/11/2024	14.98		309345		
I-005601	ACCT#142224	R	4/11/2024	6.99		309345		
I-005613	ACCT#142224	R	4/11/2024	22.98		309345		
I-TX#008076	ACCT#142224	R	4/11/2024	15.90		309345		80.84
1445	STAPLES ADVANTAGE							
I-3559742591	ATL 70109845	R	4/11/2024	94.13		309346		
I-3561434312	ATL 70109845	R	4/11/2024	51.62		309346		
I-3561501994	ORDER#7627710168	R	4/11/2024	51.50		309346		
I-3561501995	ATL 70109845	R	4/11/2024	74.83		309346		
I-3561569539	ATL 70109845	R	4/11/2024	132.01		309346		
I-3562472629	ATL 70109845	R	4/11/2024	94.77		309346		498.86
4805	SUNCOAST PRINT & PROMOTIONS, I							
I-412854	SHIP TO: 10541	R	4/11/2024	191.56		309347		
I-MJS01735	DESOTO CO BUILDING - UNIFORMS	R	4/11/2024	743.50		309347		
I-MJS01616	UF/IFAS EXTENSION	R	4/11/2024	403.00		309347		
I-MJS01736	ANIMAL CONTROL UNIFORM SHIRTS	R	4/11/2024	700.00		309347		
I-MJS01737	UNIFORM SHIRTS	R	4/11/2024	885.00		309347		2,923.06

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4456	TAMPA SPRING COMPANY							
I-047157	ACCT# 675371	R	4/11/2024	141.40		309348		141.40
2861	TETRA TECH, INC.							
I-52216042	105S0433-NRCS STREAMWAY DEBRIS	R	4/11/2024	66,757.50		309349		66,757.50
0697	THE SUN							
I-3922216	ACCT#101305	R	4/11/2024	37.18		309350		37.18
0697	THE SUN							
I-3922908	379254	R	4/11/2024	121.00		309351		121.00
0697	THE SUN							
I-AD ID3925108	ACCT#101305 UT WELL 6 LEGAL AD	R	4/11/2024	30.03		309352		30.03
4652	TYLER BUSINESS FORMS							
I-92877	UTILITIES DEPT - #LSTK01	R	4/11/2024	1,384.82		309353		1,384.82
4094	UNIFIRST CORPORATION							
I-3070129616	921589	R	4/11/2024	26.26		309354		
I-3070129643	CUST#921575	R	4/11/2024	54.62		309354		80.88
5025	VISION ACE HARDWARE, LLC							
I-383765	920174	R	4/11/2024	7.18		309355		7.18
5027	VISION ACE HARDWARE, LLC							
I-383554	CUST#920161	R	4/11/2024	11.99		309356		
I-383589	CUST#920161	R	4/11/2024	29.94		309356		
I-383602	CUST#920161	R	4/11/2024	32.99		309356		
I-383628	CUST#920161	R	4/11/2024	64.99		309356		
I-383706	CUST#920161	R	4/11/2024	108.82		309356		248.73
5162	WATER BOY, INC							
I-00448207	#009447-COURTHOUSE WATER SVC	R	4/11/2024	4.85		309357		
I-00454423	#009447-COURTHOUSE WATER SVC	R	4/11/2024	42.65		309357		
I-25100985	#009447-COURTHOUSE WATER SVC	R	4/11/2024	37.80		309357		
I-25101372	ACCT#037855	R	4/11/2024	35.00		309357		120.30
6020	ZAMORAS LAWN & LANDSCAPE LLC							
I-CI2759	ACCT#452	R	4/11/2024	1,530.00		309358		1,530.00
5634	DEBRA L BURTSCHER							
I-202404169533	PSD TAG REPLACEMENT	R	4/16/2024	33.10		309359		33.10

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1	ADAM BERINI							
I-202404189553	BERINI- DD RERFUND	R	4/18/2024	75.00		309418		75.00
5654	AUTO ZONE STORES, INC							
I-1088862943	11356068	R	4/18/2024	173.99		309419		173.99
4114	BAKER & TAYLOR, INC.							
I-5018820981	ACCT#517753L4944015B00000	R	4/18/2024	178.30		309420		
I-5018843043	ACCT#517753L4944015B00000	R	4/18/2024	216.89		309420		395.19
0974	CARDINAL HEALTH 110, INC							
I-7368166408	#2052028004	R	4/18/2024	202.06		309421		
I-7368887650	#2052028004	R	4/18/2024	37.77		309421		
I-7369327177	#2052028004	R	4/18/2024	151.27		309421		391.10
3848	CENTURYLINK							
I-202404189551	446067989	R	4/18/2024	138.13		309422		
I-202404189552	466944438	R	4/18/2024	93.12		309422		231.25
0084	CITY OF ARCADIA,							
I-202404179538	0000965326-002877144	R	4/18/2024	1,286.55		309423		1,286.55
0084	CITY OF ARCADIA,							
I-202404179539	0000965327-002877154	R	4/18/2024	727.82		309424		727.82
0084	CITY OF ARCADIA,							
I-202404179540	0000965153-002875414	R	4/18/2024	179.03		309425		179.03
0084	CITY OF ARCADIA,							
I-202404179541	0000965150-002875384	R	4/18/2024	168.85		309426		168.85
0084	CITY OF ARCADIA,							
I-202404189548	0000965151-002981319	R	4/18/2024	66.38		309427		66.38
0084	CITY OF ARCADIA,							
I-202404189549	0000965151-002981309	R	4/18/2024	687.19		309428		687.19
0084	CITY OF ARCADIA,							
I-202404189550	0000965151-002875394	R	4/18/2024	61.31		309429		61.31
3976	COMCAST							
I-19895178-939776438	APRIL 24 PAYMENT	R	4/18/2024	1,005.00		309430		1,005.00

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5154	CORE & MAIN LP							
I-U623043	ACCT#164427	R	4/18/2024	6,788.00		309431		6,788.00
1104	COX PEST CONTROL INC							
I-317413	117758	R	4/18/2024	40.00		309432		
I-317561	117744	R	4/18/2024	40.00		309432		
I-317676	ACCT#117749	R	4/18/2024	40.00		309432		
I-317693	ACCT#117747	R	4/18/2024	40.00		309432		
I-317704	117746	R	4/18/2024	50.00		309432		
I-317705	117757	R	4/18/2024	40.00		309432		
I-318342	ACCT#117755	R	4/18/2024	65.00		309432		
I-318343	ACCT#117756	R	4/18/2024	40.00		309432		355.00
5444	EMPIRE TODAY, LLC							
I-202404159524	1-1WH1DKZ	R	4/18/2024	11,700.00		309433		11,700.00
0306	FENDER AUTO PARTS INC							
I-015033	166	R	4/18/2024	94.89		309434		94.89
0605	FENDERS TIRE & BATTERY, INC.							
I-62956	ACCT#366	R	4/18/2024	11.65		309435		11.65
3978	FLORIDA DETROIT DIESEL-ALLISON							
I-202404189543	CUST#541072	R	4/18/2024	3,673.07		309436		3,673.07
1357	G S EQUIPMENT INC							
I-02038026	ACCT#A10083	R	4/18/2024	412.32		309437		412.32
5430	GINA'S POOL SERVICE OF ARCADIA							
I-2878866	585-000036	R	4/18/2024	25.00		309438		25.00
0456	HOME DEPOT CREDIT SVCS							
I-8696069	CUST# 00009	R	4/18/2024	335.44		309439		335.44
1	JOHNNY DONALSON							
I-202404159525	DONALSON REFUN	R	4/18/2024	400.00		309440		400.00
4357	KENT ADHESIVE PRODUCTS CO.							
I-1482235	17300 - DESOTO LIBRARY	R	4/18/2024	103.00		309441		103.00
5928	KCI TECHNOLOGIES, INC							
I-1037013	SECOND BUNKER BRIDGE	R	4/18/2024	13,642.80		309442		13,642.80

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4864	LEAF							
I-16304766	100-4333359-003	R	4/18/2024	188.02		309443		188.02
4864	LEAF							
I-16304767-13545158	MARCH 2024	R	4/18/2024	120.12		309444		120.12
4864	LEAF							
I-5986-34581086	MARCH 100-3458108-006	R	4/18/2024	129.09		309445		129.09
3904	LIBERTY TIRE RECYCLING, LLC							
I-2705406	33330	R	4/18/2024	2,420.00		309446		2,420.00
5317	MEDLINE INDUSTRIES, INC							
I-2313897771	CUST#1781601	R	4/18/2024	80.53		309447		80.53
1729	MID-STATE SCALE COMPANY							
I-7283	WO#1843	R	4/18/2024	1,348.00		309448		1,348.00
5006	O'REILLY AUTO PARTS							
I-5069489108	CUST#2586233	R	4/18/2024	29.95		309449		
I-5069489945	2586230	R	4/18/2024	71.88		309449		
I-5069490995	2907108	R	4/18/2024	54.37		309449		156.20
5766	ODP BUSINESS SOLUTIONS, LLC							
I-361999135001	27272349	R	4/18/2024	57.50		309450		
I-362011712001	27272349	R	4/18/2024	58.93		309450		116.43
4026	POLLARDWATER.COM							
I-WW053960	CUST#10983	R	4/18/2024	577.95		309451		577.95
2799	PYRAMID FASTENERS, INC.							
I-410010	DECORB	R	4/18/2024	444.60		309452		
I-410011	DECORB	R	4/18/2024	478.73		309452		923.33
3389	RING POWER CORPORATION							
I-15WC9611207	CUST#011806	R	4/18/2024	436.59		309453		436.59
2950	SAFEGUARD SECURITY, INC							
I-075264	CUST#2242	R	4/18/2024	190.00		309454		
I-075265	CUST# 075265	R	4/18/2024	118.75		309454		308.75
1803	SAFETY PRODUCTS INC							
I-950133	CUST#DES36	R	4/18/2024	95.27		309455		
I-952482	CUST#DES36	R	4/18/2024	94.50		309455		
I-952606	CUST#DES36	R	4/18/2024	126.47		309455		316.24

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5376	SANDERS LABORATORIES, INC.							
I-73464	WO#2404161	R	4/18/2024	173.00		309456		
I-73500	WO#2404437	R	4/18/2024	83.00		309456		256.00
0259	SMITH'S RANCH & GARDEN							
I-012023	ACCT#142224	R	4/18/2024	64.94		309457		
I-012529	142224	R	4/18/2024	279.00		309457		343.94
4283	SOUTHERN CRANE & TRACTOR SUPPL							
I-334507	SOUTHERN CRANE & TRACTOR SUPPL	R	4/18/2024	24,144.78		309458		
I-434724	FUEL INJ PUMP-R&B	R	4/18/2024	2,495.00		309458		26,639.78
0310	TEN-8 FIRE EQUIPMENT INC							
I-23227	CUST.ID# DESOTO -2 FIRE TRUCKS	R	4/18/2024	1,426,078.00		309459		1,426,078.00
0697	THE SUN							
I-AD ID 3923684	ACCT#379254	R	4/18/2024	399.30		309460		399.30
5657	TK ELEVATOR CORPORATION							
I-30077981-114652	CUSTOMER NUMBER 114652	R	4/18/2024	568.65		309461		
I-30077981-300617068	CUST# 114652	R	4/18/2024	566.00		309461		1,134.65
3283	TOSHIBA AMERICA BUSINESS SOLUT							
I-5029143574	450-0112216-001	R	4/18/2024	254.74		309462		254.74
1986	TROY FAIN INSURANCE INC							
I-408802124	COURT ADMIN NOTARY	R	4/18/2024	111.95		309463		111.95
4094	UNIFIRST CORPORATION							
I-3070130829	921589	R	4/18/2024	26.26		309464		
I-3070130854	CUST#921575	R	4/18/2024	25.98		309464		52.24
4315	UNITED HEALTHCARE							
I-202404189542	EMP #23502 / RETIREE Rx SUPPL.	R	4/18/2024	2,773.10		309465		2,773.10
1	UNITED TACTICAL SYSTEMS,							
I-0080912IN	15000	R	4/18/2024	495.00		309466		495.00
3708	VERIZON WIRELESS							
I-9959886720	322824883-00001	R	4/18/2024	4,895.22		309467		4,895.22
5025	VISION ACE HARDWARE, LLC							
I-383827	920174	R	4/18/2024	19.35		309470		
I-383854	920174	R	4/18/2024	34.76		309470		
I-383891	920174	R	4/18/2024	37.97		309470		92.08

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5026	VISION ACE HARDWARE, LLC							
I-383828	#920175 / BROWNVILLE PARK	R	4/18/2024	29.90		309471		
I-383835	#920175 / BROWNVILLE PARK	R	4/18/2024	62.36		309471		
I-383853	BROWNVILLE PARK MAINT.	R	4/18/2024	29.90		309471		122.16
5027	VISION ACE HARDWARE, LLC							
I-383748	920161	R	4/18/2024	28.98		309472		
I-383802	920161	R	4/18/2024	221.98		309472		
I-383808	920161	R	4/18/2024	17.99		309472		
I-383859	920161	R	4/18/2024	12.99		309472		
I-383862	920161	R	4/18/2024	74.98		309472		
I-383901	920161	R	4/18/2024	5.58		309472		362.50
5030	VISION ACE HARDWARE, LLC.							
I-383955	099665	R	4/18/2024	26.58		309473		26.58
5400	VOIANCE LANGUAGE SERVICES, LLC							
I-2024021403	CUST.ID# 669621	R	4/18/2024	95.40		309474		95.40

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	123	2,044,422.64	0.00	2,044,422.64
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	6,745.89	0.00	6,745.89
EFT:	25	1,224,664.81	0.00	1,224,664.81
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: APBK TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	150	3,275,833.34	0.00	3,275,833.34
BANK: APBK TOTALS:	150	3,275,833.34	0.00	3,275,833.34

VENDOR SET: 01 Desoto County  
BANK: PYBK CONSOLIDATED ACCOUNT  
DATE RANGE: 4/09/2024 THRU 4/22/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0004	HARTFORD LIFE INSUR CO (EMPOWE							
I-DC1202404089503	DEFERRED COMP/HARTFORD	D	4/12/2024	75.00		003812		75.00
0006	VALIC RETIREMENT SERVICES							
I-DC3202404089503	DEFERRED COMP/VALIC	D	4/12/2024	615.00		003813		615.00
0017	DEPARTMENT OF TREASURY							
I-T1 202404089503	FEDERAL WITHHOLDING	D	4/12/2024	14,656.39		003814		
I-T3 202404089503	FICA WITHHOLDING	D	4/12/2024	22,432.42		003814		
I-T4 202404089503	MEDICARE WITHHOLDING	D	4/12/2024	5,246.34		003814		42,335.15
1288	DESOTO CO BOCC PAYROLL ACCOUNT							
I-001202404089503	PAYROLL REIMBURSEMENT	D	4/12/2024	46,736.73		003815		
I-102202404089503	PAYROLL REIMBURSEMENT	D	4/12/2024	18,471.09		003815		
I-105202404089503	PAYROLL REIMBURSEMENT	D	4/12/2024	6,659.70		003815		
I-106202404089503	PAYROLL REIMBURSEMENT	D	4/12/2024	54,404.74		003815		
I-134202404089503	PAYROLL REIMBURSEMENT	D	4/12/2024	2,471.67		003815		
I-150202404089503	PAYROLL REIMBURSEMENT	D	4/12/2024	311.25		003815		
I-190202404089503	PAYROLL REIMBURSEMENT	D	4/12/2024	538.62		003815		
I-400202404089503	PAYROLL REIMBURSEMENT	D	4/12/2024	4,104.83		003815		
I-410202404089503	PAYROLL REIMBURSEMENT	D	4/12/2024	7,046.09		003815		140,744.72
3004	ICMA-RC							
I-DC4202404089503	ICMA-RC FLAT AMOUNT	D	4/12/2024	175.00		003816		175.00
3125	EXPERTPAY							
I-C08202404089503	REMIT ID#0150000117DR14	D	4/12/2024	48.23		003817		
I-C55202404089503	CASE# 2013 DR 00069	D	4/12/2024	246.81		003817		
I-C57202404089503	CASE# 2013 DR 00069	D	4/12/2024	5.25		003817		
I-C76202404089503	CASE #142020DR000338	D	4/12/2024	43.10		003817		
I-C78202404089503	CASE #180000456FC13	D	4/12/2024	99.58		003817		442.97
3756	NATIONWIDE RETIREMENT SOLUTION							
I-DC2202404089503	DEFERRED COMP/NACO	D	4/12/2024	1,666.49		003818		1,666.49
4974	BOSTON MUTUAL LIFE INSURANCE C							
I-LBA202404089503	EMPLOYEE PAID LIFE INS AFT TAX	D	4/12/2024	179.38		003819		179.38
0004	HARTFORD LIFE INSUR CO (EMPOWE							
I-DC1202404169532	DEFERRED COMP/HARTFORD	D	4/19/2024	75.00		003828		75.00
0006	VALIC RETIREMENT SERVICES							
I-DC3202404169532	DEFERRED COMP/VALIC	D	4/19/2024	615.00		003829		615.00



VENDOR SET: 01 Desoto County  
BANK: PYBK CONSOLIDATED ACCOUNT  
DATE RANGE: 4/09/2024 THRU 4/22/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0017	DEPARTMENT OF TREASURY							
I-T1 202404169532	FEDERAL WITHHOLDING	D	4/19/2024	14,832.92		003830		
I-T3 202404169532	FICA WITHHOLDING	D	4/19/2024	22,257.38		003830		
I-T4 202404169532	MEDICARE WITHHOLDING	D	4/19/2024	5,205.40		003830		42,295.70
1288	DESOTO CO BOCC PAYROLL ACCOUNT							
I-001202404169532	PAYROLL REIMBURSEMENT	D	4/19/2024	44,983.02		003831		
I-102202404169532	PAYROLL REIMBURSEMENT	D	4/19/2024	18,279.17		003831		
I-105202404169532	PAYROLL REIMBURSEMENT	D	4/19/2024	6,368.56		003831		
I-106202404169532	PAYROLL REIMBURSEMENT	D	4/19/2024	54,794.13		003831		
I-134202404169532	PAYROLL REIMBURSEMENT	D	4/19/2024	2,396.67		003831		
I-150202404169532	PAYROLL REIMBURSEMENT	D	4/19/2024	311.25		003831		
I-190202404169532	PAYROLL REIMBURSEMENT	D	4/19/2024	538.61		003831		
I-400202404169532	PAYROLL REIMBURSEMENT	D	4/19/2024	4,055.92		003831		
I-410202404169532	PAYROLL REIMBURSEMENT	D	4/19/2024	7,586.03		003831		139,313.36
3004	ICMA-RC							
I-DC4202404169532	ICMA-RC FLAT AMOUNT	D	4/19/2024	175.00		003832		175.00
3125	EXPERTPAY							
I-C08202404169532	REMIT ID#0150000117DR14	D	4/19/2024	48.23		003833		
I-C55202404169532	CASE# 2013 DR 00069	D	4/19/2024	246.81		003833		
I-C57202404169532	CASE# 2013 DR 00069	D	4/19/2024	5.25		003833		
I-C76202404169532	CASE #142020DR000338	D	4/19/2024	43.10		003833		
I-C78202404169532	CASE #180000456FC13	D	4/19/2024	99.58		003833		442.97
3756	NATIONWIDE RETIREMENT SOLUTION							
I-DC2202404169532	DEFERRED COMP/NACO	D	4/19/2024	1,666.49		003834		1,666.49
4974	BOSTON MUTUAL LIFE INSURANCE C							
I-LBA202404169532	EMPLOYEE PAID LIFE INS AFT TAX	D	4/19/2024	179.38		003835		179.38
5965	RICCO WASHBURN ESQ							
I-G16202404089503	CASE #2018CC045	R	4/11/2024	100.00		309292		100.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	100.00	0.00	100.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	16	370,996.61	0.00	370,996.61
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PYBK TOTALS:	17	371,096.61	0.00	371,096.61
BANK: PYBK TOTALS:	17	371,096.61	0.00	371,096.61

VENDOR SET: 01 Desoto County  
 BANK: SHIP LOCAL HOUSING/ SHIP ACCT  
 DATE RANGE: 4/09/2024 THRU 4/22/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3064	WHITE SANDS CONSTRUCTION, INC							
I-INV#390	FIRST DRAW CAIDEN	R	4/11/2024	32,760.00		001686		32,760.00
4317	JESSE SERVICES, INC							
I-202404119518	SECOND DRAW FORTSON	E	4/12/2024	20,000.00		005223		20,000.00

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1		32,760.00	0.00	32,760.00
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	0		0.00	0.00	0.00
EFT:	1		20,000.00	0.00	20,000.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00			
	VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: SHIP TOTALS:	2		52,760.00	0.00	52,760.00
BANK: SHIP TOTALS:	2		52,760.00	0.00	52,760.00

VENDOR SET: 01 Desoto County  
 BANK: U-CAP UTILITIES CAPITAL-CONSOL  
 DATE RANGE: 4/09/2024 THRU 4/22/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2643	KIMLEY-HORN & ASSOCIATES, INC.							
I-0484390200224	PROJECT#048439020	R	4/18/2024	56,220.00		000513		56,220.00

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		1	56,220.00	0.00	56,220.00
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
EFT:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00			
	VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: U-CAP TOTALS:	1	56,220.00	0.00	56,220.00
BANK: U-CAP TOTALS:	1	56,220.00	0.00	56,220.00
REPORT TOTALS:	170	3,755,909.95	0.00	3,755,909.95

## SELECTION CRITERIA

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VENDOR SET: 01-DESOTO COUNTY  
VENDOR: ALL  
BANK CODES: All  
FUNDS: All  
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## CHECK SELECTION

CHECK RANGE: 000000 THRU 999999  
DATE RANGE: 4/09/2024 THRU 4/22/2024  
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99  
INCLUDE ALL VOIDS: YES  
-----

## PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES  
PRINT G/L: NO  
UNPOSTED ONLY: NO  
EXCLUDE UNPOSTED: NO  
MANUAL ONLY: NO  
STUB COMMENTS: NO  
REPORT FOOTER: NO  
CHECK STATUS: NO  
PRINT STATUS: \* - All  
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# DeSoto County

5/14/2024

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## Item #: 2.

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- ☒ Consent Agenda    ☐ Quasi-Judicial Public Hearing  
☐ Regular Business    9:00 am  
☐ Public Hearing    Minutes

**DEPARTMENT:** Administration  
**SUBMITTED BY:** Megan Quigley  
**PRESENTED BY:** Megan Quigley

**TITLE & DESCRIPTION:**  
**Minutes/BOCC Public Meeting 03/26/2024 and 04/09/2024.**

**REQUESTED MOTION:**  
**To approve the BOCC Public Meeting Minutes for 03/26/2024 and 04/09/2024 as presented.**

**SUMMARY:**  
**Minutes**

**BACKGROUND:**  
**Minutes**

**FUNDS:**  
Budget Amount: N/A  
Actual Agenda Item: N/A  
Cost: N/A  
Account Number: N/A  
Explanation: N/A



# DeSoto County

## Board of County Commissioners

### Meeting Minutes

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Tuesday, March 26, 2024

3:00 PM

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#### CALL TO ORDER

#### ROLL CALL

**Present:** Commissioner Judy Schaefer  
Commissioner Elton Langford  
Commissioner JC Deriso  
Chairman Jerod Gross  
Commissioner Steven Hickox

#### TURN OFF OR SILENCE ALL CELL PHONES

#### PRAYER/PLEDGE OF ALLEGIANCE

Pastor Ed Horne, with Pine Level United Methodist Church, gave the invocation.

#### INTRODUCTION OF ELECTED OFFICIALS

None.

#### SET/AMEND

A motion was made by Commissioner Hickox, seconded by Commissioner Schaefer, to set the agenda. The motion carried unanimously.

#### PUBLIC FORUM FOR NON-AGENDA ITEMS

Tim Richie, a resident of Punta Gorda, Florida, addressed the board asking if they all saw the fire that occurred at the Mosaic Riverview Plant. Mr. Richie said it was a great reminder of how delicate our environment is. Mr. Richie said he is doing everything he can to stop the potential Mosaic 18,000 acre beneficiation/chemical plant not far from here. Mr. Richie said he wants to see the 18,000 acres donated to DeSoto County and he will be writing a letter to Senator Albritton which he will send copies to the Board. Mr. Richie said DeSoto County and Charlotte County can not afford to have the Mosaic beneficiation plant in their counties. Mr. Richie said he believes Mosaic is Florida's number one polluter.

#### CONSENT AGENDA-MOTION TO APPROVE

#### Approval of the Consent Agenda

A motion was made by Commissioner Langford, seconded by Commissioner Deriso, to approve the Consent Agenda. The motion carried by the following vote:

**Aye:** Schaefer, Langford, Deriso, Gross, and Hickox

**1. Minutes/BOCC Public Meeting Minutes for 02/13/24, 02/27/24 and 03/12/2024.**

**Attachments:**     [02-13-2024 BOCC Meeting](#)  
                              [02-27-2024 BOCC Meeting](#)  
                              [03-12-2024 BOCC Meeting](#)

**2. Accounts and Warrants Drawn Per Schedule of Bills Payable.**

**Attachments:**     [AP Check Report - Warrants 2-27-24 to 3-11-24](#)

**3. LIHEAP Vendor Agreement with DeSoto County and FPL.**

**Attachments:**     [LIHEAP Vendor Agreement - FPL 2024-2026 \(FPL signed\)](#)

**4. LIHEAP Vendor Agreement with DeSoto County and PRECO.**

**Attachments:**     [Final 2024 LIHEAP\\_PRE Vendor Agreement For Board](#)

**5. Declaration of Surplus Property**

**Attachments:**     [Copy of Surplus Declared 03-26-24](#)

**6. Resolution/EMS County Grant**

**Attachments:**     [2023-2024 EMS County Grant Resolution](#)  
                              [EMS County Grant Application](#)  
                              Enactment No: 2024-017

**7. Agreement Amendment / Fred Fox Enterprises, Inc. / CDBG Administrative Services**

**Attachments:**     [23-21-00RFP Agreement Amendment # 1](#)

**REGULAR BUSINESS****8. Proclamation/Child Abuse Prevention Month**

**Attachments:**     [Proclamation 2024 Child Abuse Prevention Month](#)

Mandy Hines read the proclamation into the record, proclaiming April 2024 as Child Abuse Prevention Month.

A motion was made by Commissioner Langford, seconded by Commissioner Hickox, to proclaim the month of April 2024 as "Child Abuse Prevention Month." The motion carried unanimously.

**9. Proclamation/Water Conservation Month**

**Attachments:**     [Water Conservation 2024](#)

Mandy Hines read the proclamation into the record, proclaiming April 2024 as Water Conservation Month.

A motion was made by Commissioner Langford, seconded by Commissioner Hickox, to proclaim the month of April 2024 as "Water Conservation Month." The motion carried unanimously.

**10. Patterson Remake Learning Days Agreement**

**Attachments:**     [DeSoto County Board Agreement Remake Learning Days \(002\)](#)

Linda Waters presented an agreement with the Patterson Foundation for Remake Learning Days.

A motion was made by Commissioner Hickox, seconded by Commissioner Schaefer, to approve the agreement with the Patterson Foundation for Remake Learning Days. The motion carried unanimously.

#### **11. Resolution/Budget Amendment Fiscal Year 2023/2024**

**Attachments:**     [Resolution](#)  
                              [Summary and Narrative](#)  
                              [2024-76 Emergency Mgmt](#)  
                              [2024-77 Hurricane Ian](#)  
                              [2024-79 Law Enforcement Trust - General Fund](#)  
                              [2024-80 Utilities Capital Water-Wastewater](#)

Brian Wagner presented a request to adopt a resolution relating to the attached budget amendments affecting the 2023/2024 adopted budget.

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, to adopt a resolution relating to the attached budget amendments affecting the 2023/2024 adopted budget. The motion carried unanimously.

Enactment No: 2024-018

#### **12. Construction Contract with Kalam/AG, LLC for the Courthouse Exterior Restoration Construction Project**

**Attachments:**     [24-02-00RFP- Courthouse Restoration Contract](#)

Cindy Talamentez presented a request to approve the contract with Kalam/AG, LLC. for the Exterior Restoration Project of the DeSoto County Courthouse, subject to the state review approval.

A motion was made by Commissioner Langford, seconded by Commissioner Deriso, to approve the contract with Kalam/AG, LLC. for the Exterior Restoration Project of the DeSoto County Courthouse, subject to the state review approval. The motion carried unanimously.

#### **13. Lease Agreement - 30 Acre Agricultural Lease / Landfill**

**Attachments:**     [24-11-00ITB Lease Agreement](#)

Cindy Talamentez presented a request to approve the agriculture land lease of the 30 acre parcel located adjacent to the Landfill with Carl Wayne Pickle, Jr.

A motion was made by Commissioner Hickox, seconded by Commissioner Schaefer, to approve the agriculture land lease of the 30 acre parcel located adjacent to the Landfill with Carl Wayne Pickle, Jr. The motion carried unanimously.

#### **14. Resolution / Darryl Koehn / Minor Plat (PLAT-0150-2023)**

**Attachments:**     [Staff Report Koehn](#)  
                              [Exhibit A Map](#)  
                              [SUNSHINE ACRES \(RW APPROVAL 02-28-24\)](#)  
                              [Resolution Koehn](#)

Laura McClelland presented a request to adopt/deny the resolution for the minor plat (PLAT-0150-2023) to be known as "Sunshine Acres" with the recommended conditions of



approval. Chairman Gross asked if this was just four buildable lots coming in on Snow Street and also ask if the owner could make it into more lots. Ms. McClelland said that it was in fact five lots, not four, and they could subdivide it if they wanted to. Commissioner Langford asked if it was going to be paved, or a Cul-de-sac. Kathy Heitman said there was two ways you're allowed to construct a drive, and that's shell or paving it. Commissioner Langford also asked about lot 5 having a right of way going through the middle of it, because if in the future someone was to buy it with it being shelled, then the owner would basically own two lots at that point. Ms. Heitman explained that she wasn't sure of the reason, they asked the owner to relocate the road off of Nobles Street where it would be a smaller access point, but the owner preferred to do it this way.

A motion was made by Commissioner Hickox, seconded by Commissioner Schaefer, to adopt the resolution for the minor plat (PLAT-0150-2023) to be known as "Sunshine Acres" with the recommended conditions of approval. The motion carried unanimously.

Enactment No: 2024-019

#### **15. FY 23/24 Annual Striping Project Priority**

Mike Giardullo presented a request to approve the road striping list prepared by the Engineering Division for annual roadway striping as presented.

A motion was made by Commissioner Hickox, seconded by Commissioner Schaefer, to approve the road striping list prepared by the Engineering Division for annual roadway striping as presented. The motion carried unanimously.

#### **16. Change Order / Jesse's Services Inc. SHIP/HHRP**

**Attachments:**     [Change Order Fortson](#)  
                              [Jesse Bid](#)

Mandy Hines, standing in for Lauri Benson, presented a request to approve the change order 1505 E Cypress St. Arcadia, FL 34266 in the amount of \$4,400.

A motion was made by Commissioner Langford, seconded by Commissioner Deriso, to approve the change order 1505 E Cypress St. Arcadia, FL 34266 in the amount of \$4,400. The motion carried unanimously.

### **ADMINISTRATOR'S REPORT**

Mandy Hines addressed the Board letting them know of two positive feed backs that she received from the Utilities Department. The first was for new employee, Morgan Ray, who provided excellent customer service while helping customers get the water turned on, as well as employee Jeanine Tatum. Ms. Hines then gave Chief Jorgensen and the Public Safety Department an Honorable Mention for the work that they do and the service they provide to our community.

### **COUNTY ATTORNEY'S REPORT**

Donn Conn addressed the Board reporting that on the Justin Treworgy foreclosure, Suncoast Savings and Loan indicates that they are amendable to accepting a Deed in lieu of foreclosure. Mr. Conn said he has a call set with the Attorney representing the Treworgy side to see if there would be any issues with accepting the Deed in lieu of, but he doesn't think there will be. In regards to the Reardon case, there is nothing to report/update. In regards to American Software Capital, Paradise Island, Mr. Conn said he will be filing a response to the order to show cause this week. Mr. Conn said this is our opportunity to tell the court why we think they should not grant their writ of certiorari, and they'll have 30 days to respond. Mr. Conn then informed the Board that his Law Firm would be closing at the end of the year,

and his contract with the County is up at the end of the month. Mr. Conn said he will be bringing the Board a proposal for consideration to extend his current contract to the end of the calendar year. Mr. Conn said by September, he should be able to let the Board know if he's going to be joining another law firm, go out on his own, or retire. Mr. Conn said he has appreciated the past 14 years with the County and wanted to make sure he gave the Board enough notice on his situation.

### **BOARD MEMBER COMMENTS**

Commissioner Langford informed the Board that he would not be present around April 3rd for the Water Board meeting due to a family obligation during that time. Commissioner Langford expressed his gratitude to whomever steps in for him and to all the staff for their hard work and dedication at getting the daily tasks accomplished. Commissioner Hickox gave a special thank you to all the First Responders for all they do, and added his thoughts and prayers to Baltimore for what they are going through. Commissioner Schaefer said she was glad Mr. Conn's partner finally gets to retire and enjoy her time, and she hopes that Mr. Conn is able to start with a new firm somewhere. Commissioner Schaefer also expressed her gratitude to the First Responders and County staff for all they do, stating that the trials of the job are not always the best, but they get done. Commissioner Schaefer also commended Ms. Carol for an enjoyable time at Pioneer Days on Saturday at the Turner Center, stating it was a good time had by all. Chairman Gross thanked the directors who lead the staff and keep them motivated every day to perform well, stating that without good directors we wouldn't have so many letters commenting on our staff performing well and it speaks volumes.

### **RECESS UNTIL 6:30 PM PUBLIC HEARING**

### **PUBLIC HEARING**

#### **17. Ordinance First Reading/Amending Land Development Regulation Sections 20-759 & 20-1499**

**Attachments:**     [LDR-0006-2024 staff report](#)  
                              [LDR-0009-2024 Ord](#)

John Osborne presented a request to approve first reading of an Ordinance amending the land development regulations sections 20-759 nonconforming structures and section 20-1499 conditions and safe-guards. Mr. Osborne read the two amendments into the record and asked the Board if they had any questions. Commissioner Langford asked if the rezoning amendment applied to PUD's. Mr. Osborne confirmed that it did not. Chairman Gross asked in reference to the 18 month extension for trailers not in a zoned area, is that the only one we've received a request for. Ms. Hines said that we haven't received any other request for any so far. Commissioner Deriso asked if the home has to be CO'd within the 18 months, or does the application have to be put in within the 18 months. Mr. Osborne said typically it's the home that has to be CO'd, but they would be working with the applicant at that point. Commissioner Deriso then asked what if they don't own the land. Mr. Osborne said they would be working with the actual property owner with the signing of the documents. Ms. Hines said the property owner has to sign a certification to allow the unit to be placed and maintained on the property, or it can't be done. Chairman Gross asked for the ones that are non-conforming, how does the County protect itself. Ms. Hines said it was the cost of flexibility in getting people housed.

### **ADJOURNMENT**

Being no further business before the Board, Chairman Gross adjourned the meeting at 6:55 pm.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA

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MANDY HINES  
COUNTY ADMINISTRATOR

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JEROD GROSS  
CHAIRMAN

**NOTE: For quasi-judicial matters, any party desiring a verbatim record of the proceeding of this hearing for the purpose of an appeal is advised to make private arrangements for the production of a record and anyone wishing to present documents or other written evidence to the Board must provide eight (8) copies of the written material . If special accommodations are required in accordance with the Americans with Disabilities Act, individuals should contact the County Administrator's Office by calling 863-993-4800 at least 48 hours prior to the hearing.**



# DeSoto County

## Board of County Commissioners

### Meeting Minutes

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Tuesday, April 9, 2024

9:00 AM

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#### CALL TO ORDER

#### ROLL CALL

**Present:** Commissioner Judy Schaefer  
Commissioner Elton Langford  
Commissioner JC Deriso  
Chairman Jerod Gross  
Commissioner Steven Hickox

#### TURN OFF OR SILENCE ALL CELL PHONES

#### PRAYER/PLEDGE OF ALLEGIANCE

Amanda Rueter, with First Baptist Church of Acadia Community Outreach, gave the invocation.

#### INTRODUCTION OF ELECTED OFFICIALS

None.

#### SET/AMEND

No action.

#### PUBLIC FORUM FOR NON-AGENDA ITEMS

None.

#### CONSENT AGENDA-MOTION TO APPROVE

##### Approval of the Consent Agenda

A motion was made by Commissioner Hickox, seconded by Commissioner Schaefer, to approve the consent agenda. The motion carried by the following vote:

**Aye:** Schaefer, Langford, Deriso, Gross, and Hickox

**1. Accounts and Warrants Drawn Per Schedule of Bills Payable.**

**Attachments:** [AP Check Report - Warrants 3-12-24 to 3-25-24](#)

**2. Herbicide Application Services / Airboat Addicts Contract Renewal**

**Attachments:** [20-09-00ITB Contract Amendment - Extension # 4](#)

**3. Extension Office Lease Agreement Modification/FDACS**

**Attachments:** [420-0446 MOD 5 Agreement for Modification Revised 2024.03.27 \(002\)](#)

**4. Resolution- Hazard Loss Mitigation Program Middle School I0167**

**Attachments:** [Amendment I0167](#)  
[Resolution Enabling](#)  
Enactment No: 2024-020

**REGULAR BUSINESS**

**5. Proclamation/Recognition of National Drinking Water Week**

**Attachments:** [National Drinking Water Week Proclamation](#)

Greg Harris read the proclamation into the record to declare the week of May 5th - 11th, 2024 as "National Drinking Water Week."

A motion was made by Commissioner Langford, seconded by Commissioner Deriso, to declare the week of May 5th - 11th, 2024 as "National Drinking Water Week." The motion carried unanimously.

**Aye:** Schaefer, Langford, Deriso, Gross, and Hickox

**6. Proclamation/National Donate Life Month**

**Attachments:** [Donate Life Month 2024](#)

Mandy Hines read the proclamation into the record to declare the month of April as "National Donate a Life," month.

A motion was made by Commissioner Schaefer, seconded by Commissioner Deriso, to proclaim the month of April as "National Donate a Life." The motion carried unanimously.

**Aye:** Schaefer, Langford, Deriso, Gross, and Hickox

**7. Proclamation/Suncoast Remake Learning Days 2024**

**Attachments:** [Suncoast Remake Learning Days 2024](#)

Mandy Hines read the proclamation into the record to proclaim April 20th through May 4, 2024, as Suncoast Remake Learning Days.

A motion was made by Commissioner Schaefer, seconded by Commissioner Hickox, to proclaim April 20th, through May 4th 2024, as "Suncoast Remake Learning Days." The motion carried unanimously.

**Aye:** Schaefer, Langford, Deriso, Gross, and Hickox

**8. Proclamation/Sexual Assault Awareness Month**

**Attachments:** [SPARCC Proclamation 2024](#)

Mandy Hines read the proclamation into the record to proclaim the month of April 2024, as Sexual Assault Awareness Month.

A motion was made by Commissioner Hickox, seconded by Commissioner Langford, to proclaim the month of April 2024, as "Sexual Assault Awareness Month." The motion carried unanimously.

**Aye:** Schaefer, Langford, Deriso, Gross, and Hickox

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**9. Bid Award / Liverpool Park Boat Ramp & Dock Improvement Construction Services / Thomas Marine Construction, Inc.**

**Attachments:**     [24-09-00ITB Contract](#)  
                              [24-09-00ITB Bid Tabulation](#)

Tara Anderson presented a request for approval of a contract with Thomas Marine Construction, Inc. for the Liverpool Park boat ramp and dock improvement construction project.

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, to approve the request of a contract with Thomas Marine Construction, Inc. for the Liverpool Park boat ramp and dock improvement construction project. The motion carried unanimously.

**Aye:**                     Schaefer, Langford, Deriso, Gross, and Hickox

**10. Utilities Purchase of Water/Wastewater Treatment Chemicals / Hawkins, Inc.**

**Attachments:**     [22-08-00ITB Hawkins Contract Amendment #1](#)

Greg Harris presented a request for approval of a contract amendment with Hawkins, Inc. for utility purchase of water/wastewater treatment chemicals.

A motion was made by Commissioner Langford, seconded by Commissioner Deriso, to approve the request of a contract amendment with Hawkins, Inc. for utility purchase of water/wastewater treatment chemicals. The motion carried unanimously.

**Aye:**                     Schaefer, Langford, Deriso, Gross, and Hickox

**11. Resolution/Agreement F.D.O.T. LAP Emergency Repair Agreement for C.R. 661 Bridge**

**Attachments:**     [453195-1-G8-01 CR 661 Bridge Resolution](#)  
                              [453195-1 FDOT Agreement Desoto CR 661 over Bunker Creek](#)

Michael Giardullo presented a request to adopt a resolution and agreement acknowledging and accepting the F.D.O.T LAP Agreement for FP# 453195-1-G8-01 for reimbursement of emergency repairs on C.R. 661.

A motion was made by Commissioner Deriso, seconded by Commissioner Langford, to adopt a resolution and agreement acknowledging and accepting the F.D.O.T LAP Agreement for FP #453195-1-G8-01 for reimbursement of emergency repairs on C.R. 661. The motion carried unanimously.

**Aye:**                     Schaefer, Langford, Deriso, Gross, and Hickox

Enactment No: 2024-021

**12. Engagement Letter/County Attorney**

**Attachments:**     [Engagement Letter 2024 0001](#)

Mandy Hines presented a request to approve the attached engagement letter for County Attorney Services through December 31, 2024.

A motion was made by commissioner Hickox, seconded by Commissioner Schaefer, to approve the engagement letter for County Attorney services through December 31, 2024. The motion carried unanimously.

Aye: Schaefer, Langford, Deriso, Gross, and Hickox

### **ADMINISTRATOR'S REPORT**

Mandy Hines addressed the Board in regards to a petition that was submitted to them by Royal Park Estates, a.k.a Hidden Acres, for designation of golf carts/UTV on two particular public roads in the area. Ms. Hines let the Board know that she had Engineering look over everything, and they've reviewed the Florida Statutes, in order to prepare a safe response to their request if the Board is interested. Chairman Gross said he was fine with it, as long as it's a little bit more in depth and the rules/laws are being followed. Commissioner Schaefer said she knows that there's "golf cart" permissions, but she wasn't aware of any for UTV's. Commissioner Langford said he has seen where a simple UTV can be made into a faster UTV and cause a lot of issues. Commissioner Langford expressed concern for safety issues with children and the impact with Law Enforcement if the UTV's are allowed, but said he understood the request that's being made. Commissioner Hickox said he agreed with the concern of the UTV's, but also understood the communities wanting the golf cart permission. Commissioner Hickox said he would like to hear law enforcement's perspective on the issue too. Commissioner Deriso recommended a workshop on the topic before a decision is made. Commissioner Deriso expressed concerns with allowing UTV's/golf carts on the road, and the risk that comes with it.

Ms. Hines reported to the Board two positive feedbacks on employees, Jacquelyn Douglas, in the Building Department and Mark and Christine, in the Emergency Management Department.

### **COUNTY ATTORNEY'S REPORT**

Donn Conn reported that he sent the Board the response which was filed in regards to Paradise Island. Mr. Conn said the other side has asked for an extension until the end of May to file their reply, and he has filed a request with Judge Hall to modify their order allowing the extension.

### **BOARD MEMBER COMMENTS**

Commissioner Hickox said he just wanted to thank everyone for all they do and he appreciates it very much. Commissioner Langford said he's noticed a slower pace in traffic around the county recently with people traveling back home. Commissioner Langford also thanked the staff for all they do, mentioning they're where the work really gets done. Commissioner Deriso said, after traveling out of town recently, you do learn to appreciate your small town "busy" traffic a little more. Commissioner Deriso said that he is praying daily for a low probability for storms this year with just the right amount of rain and not a lot of wind, so we can keep rebuilding and moving forward. Chairman Gross also thanked the staff for all they do and the directors for making the environment good for their staff.

### **ADJOURNMENT**

Being no further business before the Board, Chairman Gross adjourned the meeting at 10:00 am.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA

\_\_\_\_\_  
MANDY HINES  
COUNTY ADMINISTRATOR

\_\_\_\_\_  
JEROD GROSS  
CHAIRMAN

**NOTE: For quasi-judicial matters, any party desiring a verbatim record of the proceeding of this hearing for the purpose of an appeal is advised to make private arrangements for the production of a record and anyone wishing to present documents or other written evidence to the Board must provide eight (8) copies of the written material . If special accommodations are required in accordance with the Americans with Disabilities Act, individuals should contact the County Administrator's Office by calling 863-993-4800 at least 48 hours prior to the hearing.**





# DeSoto County

5/14/2024

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Item #: 3.

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- ☒ Consent Agenda    ☐ Quasi-Judicial Public Hearing  
☐ Regular Business    9:00 am  
☐ Public Hearing    Surplus

**DEPARTMENT:**    Administrative Services  
**SUBMITTED BY:**    Megan Deuchar  
**PRESENTED BY:**    Cindy Talamantez

**TITLE & DESCRIPTION:**  
**Declaration of Surplus Capital Assets**

**REQUESTED MOTION:**  
**Declare the listed Capital Asset property as Surplus authorizing removal for inventory and the Sale or Disposal of the items.**

**SUMMARY:**  
**Declaration of Surplus Capital Assets**

**BACKGROUND:**  
**The listed items are items that have been reported as unwanted or unneeded by the Departments. The County's Financial Policy covers rules for disposal of Capital Assets. The Board must Declare the items as Surplus before sale or disposal and removal from inventory.**

**FUNDS:**  
**Budget Amount: Revenue Generating**  
**Actual Agenda Item: No monetary value associated.**  
**Account Number: Varies depending on Department**  
**Explanation: Declaration of Surplus Capital Assets**

**SURPLUS ACTION REPORT**

ASSET #	DESCRIPTION	VEHICLE ID# / SERIAL#	FUND	DEPARTMENT	ORIGINAL DATE PURCHASED	ORIGINAL PURCHASE AMOUNT	CURRENT DEPRECIATED VALUE	REASON FOR SURPLUS/COMMENTS
1455	MOWING TRACTOR 1991 FORD	BC94786EA454C	102	6050	08/21/91	\$13,443.00	\$ -	SEND TO INTERNET/ AUCTION
2001-63	2001 DODGE RAM 2500 TRUCK	3B7KC23691G80655	102	6050	8/24/2001	\$24,548.00	\$ -	SEND TO INTERNET/ AUCTION
2020-27	HP ENVY X360 LAPTOP	8CG0071VLJ	001	7137	3/26/2020	\$1,099.99	\$ 183.33	DAMAGE OR WORN OUT
2009-31	RHINO ROTARY MOWER 284	10119	102	6050	7/15/2009	\$4,520.00	\$ -	SEND TO INTERNET/ AUCTION
2006-69	1990 PIERCE FIRE TRUCK	4P1CT01F8LA000616	102	6050	6/1/2006	\$71,498.42	\$ -	SEND TO INTERNET/ AUCTION
1456	MOWING TRACTOR 1991 FORD	BC94787EA454C	102	6050	8/21/1991	\$12,443.00	\$ -	SEND TO INTERNET/ AUCTION
1658	FORKLIFT 1988	29800203	102	6050	9/23/1994	\$7,285.00	\$ -	SEND TO INTERNET/ AUCTION
2010-38	HOFFMAN 980L GEODYNA TIRE BALANCE	G88DD003	102	6050	6/14/2010	\$7,838.35	\$ -	SEND TO INTERNET/ AUCTION
2007-38	RHINO CY84 PULL TYPE MOWER	10519	102	6050	1/18/2007	\$5,350.00	\$ -	SEND TO INTERNET/ AUCTION
2007-37	RHINO CY84 PULL TYPE MOWER	10517	102	6050	1/18/2007	\$5,350.00	\$ -	SEND TO INTERNET/ AUCTION
2016-11	2008 CHEVY KODIAK C4500 VAN	1GBE4V1978F401076	102	6050	6/30/2016	\$3,740.00	\$ -	SEND TO INTERNET/ AUCTION
2010-34	RHINO 7 FOOT SINGLE MOWER	18676	102	6050	6/10/2010	\$2,250.00	\$ -	SEND TO INTERNET/ AUCTION
2009-57	JOHN DEERE TRACTOR 5603	LV5603R270315	102	6050	9/1/2009	\$83,756.00	\$ -	SEND TO INTERNET/ AUCTION
2019-13	2009 CHEVY PARATRANSIT BUS	1GBE4V1988F416685	102	6050	3/12/2019	\$1,500.00	\$ -	SEND TO INTERNET/ AUCTION
2009-33	JOHN DEERE TS 4X2 GATOR	M04X2SD040460	102	6050	7/24/2009	\$5,211.10	\$ -	SEND TO INTERNET/ AUCTION
2009-32	JOHN DEERE TS 4X2 GATOR	M04X2SD040586	102	6050	7/24/2009	\$5,211.10	\$ -	SEND TO INTERNET/ AUCTION
2018-04	GRAVLEY PRO TURN 148 MOWER	000131	102	6050	9/23/2017	\$6,624.50	\$ 3,112.30	SEND TO INTERNET/ AUCTION
2014-71	GRAVELY ZERO TURN MOWER	030489	102	6050	9/23/2014	\$4,695.00	\$ 939.00	SEND TO INTERNET/ AUCTION
2002-04	2002 FORD F-150 TRUCK	1FTRX18W62NA62879	102	6050	12/18/2001	\$22,334.00	\$ -	SEND TO INTERNET/ AUCTION
2001-63	2001 DODGE RAM 2500 TRUCK	3B7KC23691G806055	102	6050	8/24/2001	\$24,548.00	\$ -	SEND TO INTERNET/ AUCTION
2011-03	2000 INTL BUCKET TRUCK 4700	1HTSCAAP91H336303	102	6050	11/15/2010	\$43,289.00	\$ -	SEND TO INTERNET/ AUCTION
2007-152	2007 FORD F-150 TRUCK	1FTRF14W47NA83651	102	6050	7/27/2007	\$15,383.00	\$ -	SEND TO INTERNET/ AUCTION
2017-24	2005 STERLING 7500 FLAT BED TRUCK	2FZACHBS35AN96132	102	6050	7/3/2017	\$12,890.00	\$ -	SEND TO INTERNET/ AUCTION
N/A	TEN TRUCK BED TOOL BOXES		102	6050			\$ -	SEND TO INTERNET/ AUCTION
530-235	2020 ECONO-ROLL R2000H	230701	102	6050			\$ -	SEND TO INTERNET/ AUCTION
622-189	GRAVELY PRO24 PUSH MOWER 2014	4065	102	6050			\$ -	SEND TO INTERNET/ AUCTION
622-187	GRAVELY PRO24 PUSH MOWER 2012	911700002744	102	6050			\$ -	SEND TO INTERNET/ AUCTION
622-188	GRAVELY PRO24 PUSH MOWER 2014	004006	102	6050			\$ -	SEND TO INTERNET/ AUCTION
2005-55	EXMARK MOWER	547379	410	7096	7/1/2005	\$7,112.16	\$0.00	SEND TO INTERNET/ AUCTION

DATE APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MANDY J. HINES

BOARD OF COUNTY COMMISSIONERS

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



# DeSoto County

5/14/2024

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## Item #: 4.

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- ☒ Consent Agenda    ☐ Quasi-Judicial Public Hearing  
☐ Regular Business    9:00 am  
☐ Public Hearing    Amendment

**DEPARTMENT:**    Administration  
**SUBMITTED BY:**    Megan Deuchar  
**PRESENTED BY:**    Dennis Johnson

### TITLE & DESCRIPTION:

**Agreement Amendment / Metric Engineering, Inc. / Environmental Review of DeSoto County's CDBG-MIT Funded Projects**

### REQUESTED MOTION:

**Motion to approve the Agreement Amendment with Metric Engineering, Inc.**

### SUMMARY:

**Staff is requesting approval of an Agreement Amendment with Metric Engineering, Inc. extending this Agreement for an additional year.**

### BACKGROUND:

**On May 19, 2022, an Agreement was entered into with Metric Engineering, Inc. to provide Environmental Review of DeSoto County's CDBG-MIT Funded Projects. Upon submitting a request for reimbursement to Florida Commerce (FLCOMMERCE), who is providing funding for these services, it was determined that additional language needed to be included in the Agreement to ensure reimbursement. At this time, staff is recommending to renew this Agreement while a future Amendment is prepared in order to become compliant with FLCOMMERCE's requirements for reimbursement.**

### FUNDS:

**Budget Amount: N/A**

**Actual Agenda Item: N/A**

**Cost: N/A**

**Account Number: 307-71315253100000, 308-60545383100000, 308-60555413100000**

**Explanation: N/A**

**DESOTO COUNTY  
PROFESSIONAL SERVICES - ENVIRONMENTAL REVIEW OF DESOTO  
COUNTY CDBG-MIT & CDBG-CV FUNDED PROJECTS  
Proposal #22-03-00RFP**

**THIS AMENDMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political subdivision of the State of Florida hereinafter referred to as (“COUNTY”), whose address is 201 East Oak Street, Arcadia, Florida 34266, and **METRIC ENGINEERING, INCORPORATED** a Corporation, authorized to do business in the State of Florida, hereinafter referred to as (“CONSULTANT”), whose address is 13940 South West 136 Street, Suite 200, Miami, Florida 33186, collectively referred to as the “Parties”.

**WHEREAS**, an Agreement was entered into on the 17<sup>th</sup> day of May 2022 between COUNTY and CONSULTANT for services related to an Environmental Review of DeSoto County CDBG-MIT Funded Projects; and

**WHEREAS**, the original Agreement, entered into on the 17<sup>th</sup> day of May 2022, stated a Time of Performance of an initial **TWO (2)** year period with an option to renew for **TWO (2)** additional years **ONE (1)** year at a time upon mutual consent of both parties; and

**WHEREAS**, the CONSULTANT has completed all work as described in the Scope of Services and received full compensation from the COUNTY under the terms of this Agreement; and

**WHEREAS**, the COUNTY, in an effort to obtain reimbursement and fully comply with grant requirements, desires to amend this Agreement utilizing the first **ONE (1)** year renewal, extending this Agreement to May 17, 2025 in order to allow a further amendment to be prepared and approved by the Florida Department of Commerce (FLCOMMERCE) that will specify additional required conditions concerning small, minority and women owned businesses, access to and retention of records, debarred or suspended entities, domestic preference, and HUD Act of 1968.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to amend the Agreement for services

related to an Environmental Review of DeSoto County CDBG-MIT Funded Projects and extend it for another year:

**SECTION 1. INCORPORATION BY REFERENCE.** The foregoing “Whereas” clauses are hereby incorporated by reference and affirmed and ratified by the parties as true;

**SECTION 2. TIME OF PERFORMANCE.** By the signing of this Amendment, the CONSULTANT hereby agrees to extend this Agreement until May 17, 2025.

**SECTION 3.** The CONSULTANT shall comply with all specific completion dates and sequences indicated in the Scope of Work. In the event the Work is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the CONSULTANT shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the COUNTY may decide. However, such extension shall not operate as a waiver of any rights of the COUNTY.

**SECTION 4.** All other provisions of the Agreement shall remain in force and effect.

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the \_\_\_\_ day  
of \_\_\_\_\_, 2024.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mandy Hines  
County Administrator

By: \_\_\_\_\_  
Jerod Gross  
Chairman

BoCC Approved: \_\_\_\_\_

Approved as to form and  
Legal sufficiency:

\_\_\_\_\_  
Donald D. Conn  
County Attorney

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

WITNESSES:

**METRIC ENGINEERING, INCORPORATED**

\_\_\_\_\_

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

\_\_\_\_\_

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

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



# DeSoto County

5/14/2024

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Item #: 5.

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- ☒ Consent Agenda    ☐ Quasi-Judicial Public Hearing  
☐ Regular Business    9:00 am  
☐ Public Hearing    Agreement

**DEPARTMENT:**    Public Library  
**SUBMITTED BY:**    Linda Waters  
**PRESENTED BY:**    Linda Waters

**TITLE & DESCRIPTION:**  
**Florida Humanities Grant Agreement**

**REQUESTED MOTION:**  
**To approve the Grant Agreement with Florida Humanities as presented.**

**SUMMARY:**  
**Florida Humanities has provided a grant opportunity in the amount of \$3000 to assist in the support of the summer reading program.**

**BACKGROUND:**  
**Library staff submitted a grant application, which was approved to help support and enrich our summer reading program. The additional funds will provide for two unique program opportunities for participants in the summer program. The grant funds will also provide for additional books for both the collection and to share with our readers.**

**FUNDS:**  
Budget Amount: **\$3000**  
Actual Agenda Item: **\$3000**  
Cost: Click or tap here to enter text.  
Account Number: **38265714900000**  
Explanation: Click or tap here to enter text.

# CONTRACT AGREEMENT

## between Florida Humanities & DeSoto County Library (Affiliate)

This non-negotiable Agreement including the award letter and all attachments set forth the terms and conditions upon which Florida Humanities has provided funding to the Affiliate for the purposes specified in their approved 2024 Summer Reading Program Funding Opportunity application.

**Agreement Number:** GR\_0424\_5379\_2849  
**Affiliate:** DeSoto County Library  
**Project Title:** Summer Reading Program Funding Opportunity 2024  
**Project Director:** Elizavet Coronado, Library Manager  
**Agreement Period:** April 15- September 15, 2024  
**Agreement Amount:** \$3,000  
**Minimum Cost Share:** \$3,000  
**Approved Expenses:** Presenter fees (\$800), Books for giveaway and circulation (\$2,200)

Affiliate agrees to administer the approved project in compliance with the **General Provisions** and **Certifications of Compliance** which follow.

### GENERAL PROVISIONS

**Payee / Unique Entity ID:** All funds will be made payable to the Affiliate identified above. Any changes to payee must be approved by Florida Humanities upon submittal of a Grant Change Request form. Affiliate and assigned Project Director are responsible for the fiscal and programmatic management of all project activities. Due to federal reporting requirements, Affiliate must also maintain a verifiable Unique Entity ID created in SAM.gov in order to receive payment of any contracted funds. Organizations are not required to have a full SAM.gov registration to be eligible to receive funding.

**Release of Contracted Funds / Reporting Schedule:** Contracted funds may only be spent in accordance with the proposed project budget as approved by Florida Humanities. Any funds provided in advance and not expended according to the approved budget must be returned to Florida Humanities.

Upon return to Florida Humanities of **ONE** signed original Contract Agreement and Cash Request form, 100% of the approved funds may be requested by the Affiliate.

Affiliate is required to submit a complete final report, a detailed expenditure of all grant funds and cost share, as well as any required supporting materials no later than September 15, 2024. Final report must be submitted in the Affiliate's online grant account.

**Event Listing Forms:** Affiliate is required to submit an online Florida Humanities Event Listing Form no later than 6 weeks prior to each public program funded by this contract. Form can be found here:  
<https://floridahumanities.org/grantee-resources/forms-and-resources/event-listing-form/>

**Changes:** The application submitted by the Affiliate is part of this contract and Affiliate agrees to carry out the project within the specified contract period and as set forth in the approved application and budget. Any significant changes to the scope or objectives of the project, the duration of the project, or the project budget must be approved in writing by Florida Humanities. Florida Humanities must also be notified if a change in project director will occur. Unapproved changes may result in loss of some or all funds covered by this Agreement. Affiliate must submit a Grant Change Request Form to Florida Humanities for any expected changes.



**Final Financial Report / Cost Share:** Affiliate must provide a final financial report detailing expenditure of all Florida Humanities funds as well as a minimum 1:1 cost share. All receipts and other financial records, including documentation of all in-kind contributions, must be kept by Affiliate for potential audit for a period of at least five years after the Agreement closes. **Cost share.** Florida Humanities requires that all funds be matched (cost share) with at least an equal amount of cash and/or in-kind goods and services. Cost share includes any cash expenditures for project implementation that are not covered by Florida Humanities funds as well as any in-kind goods and/or services received in support of the project. Any program income earned as a result of these contracted funds may also be used to meet the cost share requirement.

**Indirect costs:** Florida Humanities allows organizations to include indirect costs of up to 10% of the total requested funds as part of your grant request or to help meet the cost share requirement. Applicants with a federally negotiated indirect cost rate agreement (NICRA), may elect to request their approved NICRA rate from Florida Humanities funds or include as cost share. All applicants using a NICRA rate are required to provide a copy of their NICRA agreement showing that the proper rate is being used. If you elect to use the rate of 10%, no additional documentation is needed.

**Limitations on the Use of Funds:** Affiliate must comply with all allowable cost principles outlined in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.

**Fees or Charges:** No admission or other fees may be charged to any participant in any activities conducted under this contract unless specifically approved by Florida Humanities.

**Collection and Use of Information:** Where information is collected from the public in connection with this contract (as by interview, questionnaire, or evaluation), it may not, without prior approval from Florida Humanities and NEH, be represented as being collected for Florida Humanities or other federal or state agency.

**Right to Reproduce:** Florida Humanities reserves a non-exclusive license to use and reproduce, without payment, any produced materials, including copyrighted material, arising out of contract activities.

**Acknowledgement of Support and Disclaimer:** Awarded funds are provided by Florida Humanities through a grant from the National Endowment for the Humanities (NEH). All materials publicizing or resulting from award activities must contain an acknowledgement of Florida Humanities and NEH support and carry the appropriate Florida Humanities and National Endowment for the Humanities logos to be obtained directly from Florida Humanities. Type in the logos must be legible and no smaller than 5 points. Acknowledgement of NEH support must also include the following statement:

*"Funding for this program was provided through a grant from Florida Humanities with funds from the National Endowment for the Humanities. Any views, findings, conclusions or recommendations expressed in this program do not necessarily represent those of Florida Humanities or the National Endowment for the Humanities."*

This statement does not need to be in the same size font as that of the Florida Humanities and NEH logos, nor must it be located immediately adjacent to the logos.

**Termination:** Florida Humanities reserves the right to terminate this Agreement if at any time, in sole discretion, it determines that the Affiliate has made any misrepresentations, has in any way misappropriated Florida Humanities funds, or has done anything inconsistent with the signed Agreement. If within one year, the project has not started or no funds have been requested, the Agreement may also be terminated.

## FEDERAL FUNDING IDENTIFICATION AND CERTIFICATIONS OF COMPLIANCE

Because funds contracted by Florida Humanities are federal dollars provided by the National Endowment for the Humanities, Florida Humanities is required to provide the following federal funding information to all Affiliates:

Subrecipient Name and Unique Entity ID:	DeSoto County Library GH9DBEQV5KK3
Federal Agency Identification Number:	SO-289748-23
Award date:	12/14/22
Subaward period of performance:	April 15- September 15, 2024
Amt of federal funds obligated by this action:	\$3,000
Amt of federal funds awarded to subrecipient:	\$3,000
Total amount of Florida Humanities federal award:	\$3,000
Federal award project description (FFATA):	State Humanities Program
Name of Pass Thru Entity (PTE):	Florida Humanities Council (Florida Humanities)
Contact Information for Florida Humanities:	Nashid Madyun, Executive Director 599 2 <sup>nd</sup> Street South St. Petersburg, FL 33701 727/873-2007 nmadyun@flahum.org
CFDA #:	45.129
CFDA Title:	Promotion of the Humanities Federal-State Partnership
Indirect Cost Rate for the Federal Award:	10% or approved NICRA (see page 2 of contract)

By signing this Agreement, Affiliate also certifies compliance with the following government-wide requirements:

1. **Uniform Administrative Requirements:** The uniform administrative requirements of the Office of Management and Budget Circular A-110 (2 CFR Part 215) apply to all grant recipients.
2. **Non-Profit Status:** Affiliate certifies that the sponsoring organization is not an agency of the federal government, a for-profit business, or an individual. Upon request, Affiliate will also provide official documentation (i.e. Articles of Incorporation, IRS determination letters, By-Laws, Constitutions, etc.) which demonstrate that the organization is either an unincorporated association, a non-profit or not-for-profit corporation.
3. **Nondiscrimination Statutes:** Affiliate certifies that it will comply with the following non-discrimination statutes and their implementing regulations:
  - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.)
  - b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.)
  - c. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
  - d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) \* **see additional info below**
  - e. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12213)
4. **Lobbying Activities:** Affiliate certifies that it will comply with the Byrd Anti-Lobbying Amendment as described in (31 U.S.C. 1352) and (18 U.S.C. 1913).
5. **Drug-Free Workplace Requirements:** Affiliates are required to maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.
6. **Debarment and Suspension:** Affiliates are prohibited from doing business with any organization or person if they have been debarred or suspended by any federal department or agency (2CFR Parts 180 and 3369).
7. **Labor Standards:** Affiliates are subject to the labor standards set forth in 29 CFR Part 505 and the Davis-Beacon Act as amended (40 U.S.C. 276a through 276a-5).

\* **Accessibility:** As part of this Agreement, Affiliate agrees to comply with Section 504 of the Federal Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. Resources available to ensure compliance with these regulations can be found at: <http://dos.myflorida.com/cultural/info-and-opportunities/resources-by-topic/accessibility/>  
Affiliates are encouraged to use the provided symbols to promote and publicize accessibility of your facilities, programs and other activities for people with various disabilities.

## REQUIRED SIGNATURES

By signing this Agreement, the signatories below acknowledge that they have been authorized by Affiliate to sign on its behalf and that they have read, understood and agree to the terms and conditions of the Agreement and will conform to all applicable government-wide requirements noted within.

\_\_\_\_\_  
Project Director signature (*REQUIRED*)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title


\_\_\_\_\_  
Date

\_\_\_\_\_  
Additional Authorization signature  
(*only if required by Affiliate/Sponsoring Organization*)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Patricia Putman, Florida Humanities Associate Director

  
\_\_\_\_\_  
Date





# DeSoto County

5/14/2024

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## Item #: 6.

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- ☐ Consent Agenda    ☐ Quasi-Judicial Public Hearing  
☒ Regular Business    9:00 am  
☐ Public Hearing    Presentation

**DEPARTMENT:** Economic Development

**SUBMITTED BY:** Sondra Guffey

**PRESENTED BY:** Sondra Guffey, Keyvan Sangelaji and Guido Dominguez

### TITLE & DESCRIPTION:

Presentation by IBT Group, USA about their plans for expanding high-speed internet in DeSoto County

### REQUESTED MOTION:

N/A

### SUMMARY:

IBT Group has received grant funding to bring fiber to our community and connect unserved homes. They are also working on digital equity, which includes training for residents as well as providing devices for individuals to use.

### BACKGROUND:

IBT Group has been active in DeSoto County's Local Technology Planning Team and provided excellent guidance and technical assistance. The Economic Development Director was able to provide letters of support to help them secure grants.

### FUNDS:

Budget Amount: N/A

Actual Agenda Item: N/A

Cost: N/A

Account Number: N/A

Explanation: N/A





# BROADBAND Line of Business

## IBT: A Decade of Digital Inclusion

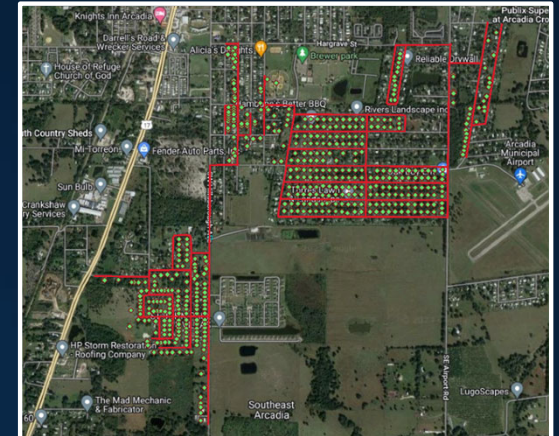
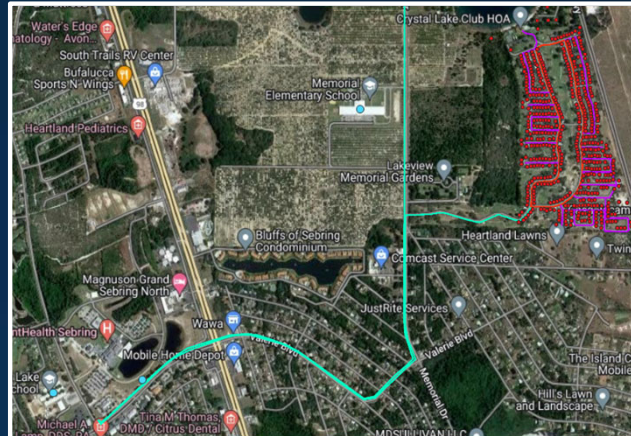
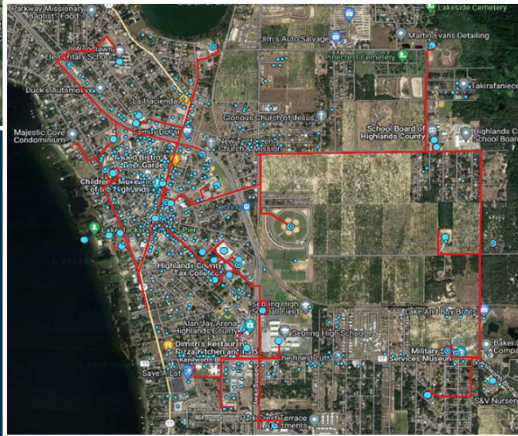
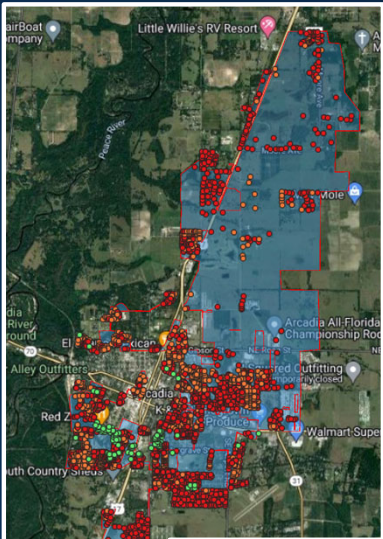
- Over a decade, empowering 5,000+ users
- Leading efforts to close the digital gap

## 2023 Milestone: Major Funding Achievement

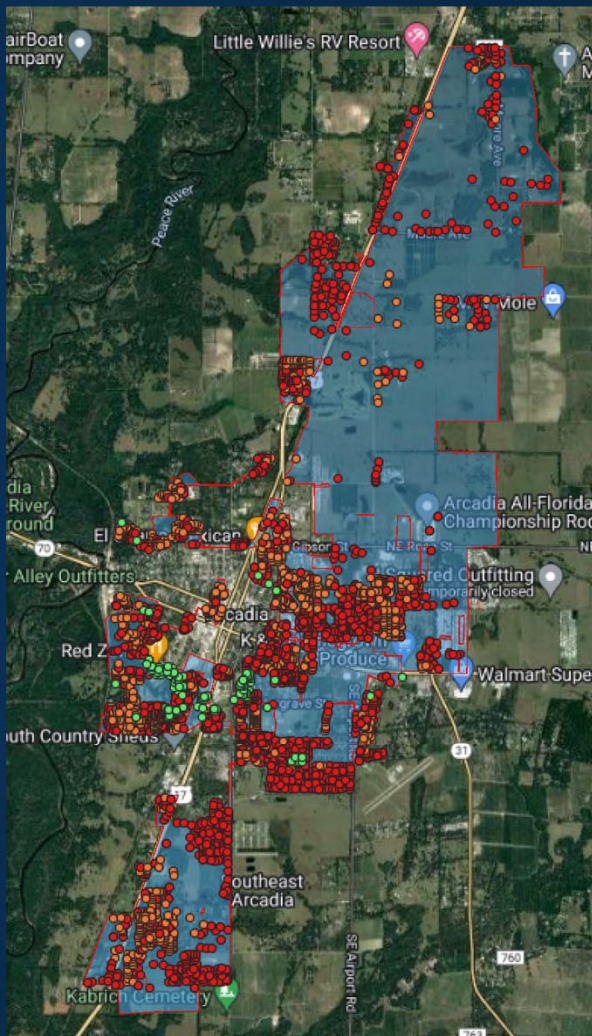
- Secured over \$43M from USDA, ARPA, CPF
- Target: Underserved Heartland Florida regions

## Extensive Connectivity Initiative

- Connecting 4,500+ residents, 300 businesses, and 50 Community Anchor Institutions
- Implementing Fiber-To-The-Premise (FTTP) technology



## USDA ReConnect 4 – Funded project awarded



This application targets one of the most socially vulnerable, SAIPE, rural, and unserved/underserved areas of the State. Project key data:

- Project location: Arcadia CDP, DeSoto County, FL
- Passings: 3,310 unserved and underserved homes, businesses, and community anchor institutions
- Extension: 111 miles of fiber including 2,400+ drops
- Technology: Fully underground fiber-to-the premise technology
- Funds granted: \$24.2M
- Execution time: contractually 5 years

# Overview of Federal, State, and Tribal Broadband Funds



## *Understanding the big picture*

- Over **\$80 Billion** in **Broadband Deployment** Programs will be dispersed over the next 5 years.
- The vast majority will flow through State and Tribal Governments:
  - **\$42.5 Billion** under the Broadband, Equity, Access, & Deployment Program (BEAD) (est. H2 2024)
  - **\$3 Billion** in Tribal Broadband Connectivity Program (TBCP)
  - \$13 Billion in State & Local Fiscal Recovery Funds (SLFRF)
  - \$10 Billion in Capital Projects Funds (CPF)
- Simultaneously, the Federal Government will continue funding:
  - **\$2+ Billion** in USDA ReConnect (Q2 2024)
  - > \$11.2 Billion in FCC Rural Digital Opportunity Fund Round 2



## Overview of Federal, State, and Tribal Broadband Funds



### *Broadband equity, access, and deployment (BEAD)*

- States will administer grant applications to disperse their funds directly to subgrantees (ISPs) to deploy Broadband Services of  $\geq 100/20$  Mbps under the following prioritization scheme:
  - First, covering all Unserved Locations in the State with speeds of  $< 25/3$  Mbps.
  - Second, covering all Underserved Locations in the State with speeds of  $< 100/20$  Mbps.
  - Lastly, covering all Community Anchor Institutions or other eligible uses\*.

## Overview of Federal, State, and Tribal Broadband Funds



### *Key role of states and tribal governments*

- All the programs flow through State and Tribal Governments, which are the ones who create, receive, score, and award the Broadband Expansion Grants.
- In the last 3 years, every state, and many Tribes, have set up their own “Office of Broadband”.
- Due to their recent creation, for the vast majority of states, these Offices of Broadband are very accessible.
- Frequent communication with these Offices of Broadband is key to shaping how these billions in funds will be spent.

## Overview of Federal, State, and Tribal Broadband Funds



### *Florida's Broadband Programs*

- Florida's Office of Broadband under the Department of Economic Opportunity has created four grant funds:
  - **\$400 Million** in Broadband Opportunity Program
    - **\$133 Million** remain to be awarded under BOP Round 2
  - **\$247.8 Million** in Broadband Infrastructure Program
  - **\$86.9 Million** in Multi-Purpose Community Facilities Program
  - **\$13 Million** in Digital Connectivity Technology Program
- Florida will be receiving **\$1.2 Billion in BEAD Funding**





# DeSoto County

5/14/2024

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**Item #: 7.**

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- ☐ Consent Agenda    ☐ Quasi-Judicial Public Hearing  
☒ Regular Business    9:00 am  
☐ Public Hearing    Presentation

**DEPARTMENT:** Economic Development  
**SUBMITTED BY:** Sondra Guffey  
**PRESENTED BY:** Sondra Guffey & Justin Damiano

**TITLE & DESCRIPTION:**

Presentation by Comcast regarding their plans for bring high-speed fiber to DeSoto County.

**REQUESTED MOTION:**

Accept the presentation by Comcast

**SUMMARY:**

Comcast has announced they received grants to bring high-speed fiber to DeSoto County. They have begun the work. Justin Damiano, Director of Government and Regulatory Affairs will present their plans.

**BACKGROUND:**

DeSoto County is considered an underserved community based on the number of residents and “anchor institutions” that do not have sufficient internet access. There are grants available from the State and USDA to help address the issue. In 2022, the Economic Development Department created a Local Technology Planning Team made up of citizens to discuss plans to improve the lack of broadband access. Comcast has been an active participant on the team.

**FUNDS:**

Budget Amount: n/z  
Actual Agenda Item: n/a  
Cost: n/a  
Account Number: n/a  
Explanation: n/a



# DeSoto County

5/14/2024

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**Item #: 8.**

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- ☐ Consent Agenda    ☐ Quasi-Judicial Public Hearing  
☒ Regular Business    9:00 am  
☐ Public Hearing    Proclamation

**DEPARTMENT:** Veterans Services  
**SUBMITTED BY:** Lauri Benson  
**PRESENTED BY:** Mandy Hines

**TITLE & DESCRIPTION:**  
**Proclamation/Veterans Appreciation Month**

**REQUESTED MOTION:**  
**To Proclaim May 2024 as Military Appreciation Month**

**SUMMARY:**  
**With over 2.5 million men and women currently in U.S. military forces and more than 16 million Veterans who have served our country, many individuals and their families have sacrificed for the safety of the United States.**

**BACKGROUND:**  
**Military Appreciation Month, is a month-long observance in the United States, dedicated to people who are currently serving in the United States military. Each year, the observance runs from May 1 to May 31.**

**FUNDS:**  
Budget Amount: N/A  
Actual Agenda Item: N/A  
Cost: N/A  
Account Number: N/A  
Explanation: N/A

## **DESOTO COUNTY, FLORIDA PROCLAMATION**

**WHEREAS**, for generations, DeSoto County residents have proudly served our nation during times of conflict and peace; and

**WHEREAS**, our brave service men and women, their families, and their loved ones have made and still make great sacrifices to protect the freedoms we enjoy; and

**WHEREAS**, DeSoto County has the deepest gratitude toward all Veterans and Military Service members, and their families, and honors the commitment and courage of the many people of this County who are serving, and have served our Nation; and

**WHEREAS**, DeSoto County extends its heartfelt gratitude and goodwill to service members and the personnel of all armed services who have earned the respect and admiration of a grateful Nation; and

**WHEREAS**, DeSoto County solemnly remembers the sacrifices of all those who fought and still fight so valiantly, on the seas, in the air, and on foreign shores, to preserve our heritage of freedom.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Board of County Commissioners, DeSoto County, Florida hereby proclaim **May 2024** as

### ***“MILITARY APPRECIATION MONTH”***

**BE IT FURTHER PROCLAIMED**, we urge all residents to participate in any appreciation activities held in honor of our Military and Veterans.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA

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MANDY HINES  
County Administrator

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JEROD GROSS  
Chairman



# DeSoto County

5/14/2024

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**Item #: 9.**

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- ☐ Consent Agenda    ☐ Quasi-Judicial Public Hearing  
☒ Regular Business    9:00 am  
☐ Public Hearing    Proclamation

**DEPARTMENT:**    Economic Development  
**SUBMITTED BY:**    Sondra Guffey  
**PRESENTED BY:**    Mandy Hines

**TITLE & DESCRIPTION:**

**Proclamation of Economic Development Week, 2024**

**REQUESTED MOTION:**

**Approve the Proclamation of Economic Development Week, 2024**

**SUMMARY:**

**May 6 through May 10, 2024 has been designated as Economic Development Week by the International Economic Development Council. This year's theme is Economic Development Heroes.**

**BACKGROUND:**

**The IEDC created Economic Development Week in 2016 to recognize the work that economic development organizations and professionals do in their communities.**

**FUNDS:**

Budget Amount: N/A  
Actual Agenda Item: N/A  
Cost: N/A  
Account Number: N/A  
Explanation: N/A





## DESOTO COUNTY, FLORIDA PROCLAMATION

**Whereas**, economic development activities promote financial well-being and quality of life for the citizens of DeSoto County by creating, retaining, and expanding jobs that facilitate sustainability, enhance wealth, and provide a stable tax base; and

**Whereas**, economic development stimulates and incubates entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and

**Whereas**, DeSoto County is actively working to attract and retain high-quality jobs, develop vibrant neighborhoods, and improve the quality of life here, and

**Whereas**, businesses, individuals, municipalities, educational institutions, and not-for-profits all play a role in economic development; and

**NOW THEREFORE BE IT RESOLVED**, that the Board of County Commissioners, DeSoto County, Florida, hereby proclaims May 6 through May 10, 2024 as:

***“ECONOMIC DEVELOPMENT WEEK”***

**PASSED AND DULY ADOPTED** this 14<sup>th</sup> day of May, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA

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Mandy Hines  
County Administrator

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Jerod Gross  
Chairman



# DeSoto County

5/14/2024

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Item #: 10.

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- ☐ Consent Agenda    ☐ Quasi-Judicial Public Hearing  
☒ Regular Business    9:00 am  
☐ Public Hearing    Agreement

**DEPARTMENT:**    Administrative Services  
**SUBMITTED BY:**    Cindy Talamantez  
**PRESENTED BY:**    Cindy Talamantez

## **TITLE & DESCRIPTION:**

**Work Authorization 23/24-09 State Road 31 Force Main Replacement Project Services**

## **REQUESTED MOTION:**

**Approve Work Authorization 23/24-09 with Weiler Engineering for the State Road 31 Force Main Replacement Project Services**

## **SUMMARY:**

**Work Authorization 23/24-09 State Road 31 Force Main Replacement Project Services**

## **BACKGROUND:**

As part of the 2022 Wastewater Facilities Plan, an analysis of the existing wastewater collection and transmission system identified the segment of force main on SR 31 between CR 760 and Residential Way at the entrance to the DeSoto Business Park as a construction in the system and recommended increasing the diameter in conjunction with the lift station #21 replacement project. This force main was originally constructed to transmit wastewater from the previously State of Florida owned G. Pierce Woods facility to the County's DCI WWTP on SR 70. When the DCR WWTP on SR 31 was constructed, the flow in this force main was reversed. The current size of the force main at this location is 10-inch. This is a critical location as the two 12-inch force mains from CR 760A and SR 31 join and enter into this 10-inch force main. Immediately downstream, the receiving force main varies between 16 and 18 inches in diameter. The purpose of this project is to replace the 10-inch force main with a new 16 or 18 inch force main. This work authorization is for the survey, design, permitting, bidding assistance and construction engineering and inspection services.

## **FUNDS:**

Budget Amount: \$65,000 Current Budget -Amendment to follow  
Actual Agenda Item Cost: **\$129,320.00**  
Account Number: **413-71105353100000**  
Explanation: **Professional Services**

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**Item #: 10.**

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**DESOTO COUNTY PROFESSIONAL SERVICES  
WORK AUTHORIZATION  
ENGINEERING SERVICES  
WEILER ENGINEERING CORPORATION**

**~~THIS WORK AUTHORIZATION~~**

<b>1</b>	<b>WORK ASSIGNMENT #</b>	<b>WEILER -23/24-09</b>
<b>2</b>	<b>SHORT TITLE</b>	<b>State Road 31 Force Main Replacement</b>
<b>3</b>	<b>DATE SUBMITTED</b>	<b>4/22/24</b>
<b>4</b>	<b>AMOUNT (LUMP SUM)</b>	<b>\$129,320.00</b>
<b>5</b>	<b>SCHEDULED COMPLETION</b>	<b>3 months to complete survey 4 months after survey for permit 1 month for bid docs after permit</b>

**~~CONTRACT AND BUDGET OVERVIEW~~**

<b>TOTAL OF 2023/2024 ASSIGNMENTS TO DATE</b>	<b>\$ 587,937.63</b>
<b>THIS WORK ASSIGNMENT</b>	<b>\$ 129,320.00</b>
<b>TOTAL WORK ASSIGNMENTS FOR FISCAL YEAR 2023/2024</b>	<b>\$ 717,257.63</b>

IN EXECUTING THIS WORK AUTHORIZATION, IT IS UNDERSTOOD THAT:

1. UNLESS SPECIFIED HEREIN, WORK DOES NOT INVOLVE WATERCRAFT, BOAT PIERS AND OR OTHER ACTIVITIES REQUIRING ADDITIONAL WORKERS COMPENSATION.
2. CONTACT OR INVOLVEMENT WITH HAZARDOUS MATERIALS IS NOT ANTICIPATED. IF HAZARDOUS MATERIALS ARE ENCOUNTERED, THE COUNTY MUST BE INFORMED IMMEDIATELY.

**APPROVED BY DESOTO COUNTY:** \_\_\_\_\_  
CHAIRMAN

**APPROVED BY DESOTO COUNTY:** \_\_\_\_\_  
MANDY HINES, COUNTY ADMINISTRATOR

**APPROVED BY WEILER  
ENGINEERING CORP:** \_\_\_\_\_  
MICHAEL J. GIARDULLO, P.E.  
DIRECTOR OF CIVIL ENGINEERING  
WEILER ENGINEERING

**DATE OF BOCC APPROVAL (if applicable): 5/14/24**

# **PROJECT AGREEMENT**

Between

**DESOTO COUNTY, FLORIDA**

And

**WEILER ENGINEERING CORPORATION**

for

Work Authorization No. \_\_\_\_\_

State Road 31 Force Main Replacement

## **Exhibit “1”**

### **Project Description**

As part of the 2022 Wastewater Facilities Plan, an analysis of the existing wastewater collection and transmission system identified the segment of force main on SR 31 between CR 760 and Residential Way at the entrance to the DeSoto Business Park as a constriction in the system and recommended increasing the diameter in conjunction with the lift station #21 replacement project. This force main was originally constructed to transmit wastewater from the previously State of Florida owned G. Pierce Woods facility to the County’s DCI WWTP on SR 70. When the DCR WWTP on SR 31 was constructed, the flow in this force main was reversed. The current size of the force main at this location is 10-inch. This is a critical location as the two 12-inch force mains from CR 760A and SR 31 join and enter into this 10-inch force main. Immediately downstream, the receiving force main varies between 16 and 18 inches in diameter. The purpose of this project is to replace the 10-inch force main with a new 16 or 18 inch force main. This work authorization is for the survey, design, permitting, bidding assistance and construction engineering and inspection services.

## **Exhibit “2”**

### **Scope of Services and Project Schedule**

#### **Scope of Services:**

##### *Task 1 –Engineering Design*

- WEC will coordinate with DCU staff to obtain any additional information which is not already on file with WEC.
- WEC will review the availability information and work performed as part of the 2022 facilities plan and make a recommendation regarding the proposed force main size (either 16 to 18 inch).
- WEC will obtain a survey suitable for design, permitting and construction from a Florida Licensed Land Surveyor.
- WEC will prepare a 60% draft plan set for review by DCU Staff.
- Based on comments received, WEC will advance the plans to 90% level and provide for DCU review and comment.
- Once permits are received, WEC will incorporate any final comments from DCU on the 90% plan set and provide the final bidding and construction plan set.
- WEC will also prepare the project Technical Specifications package and provide with the 90% and final plan deliverable.
- WEC will prepare an Engineer’s Estimate of cost at the 60%, 90% and final plan stages.
- Final Plan Submittal will include five (5) original signed and sealed Construction Plan Sets and two (2) original signed and sealed Technical Specifications Packages. Digitally signed Plan Sets and Technical Specification Package will also be provided in PDF format.

##### *Task 2 – Permitting*

- Using the DCU reviewed 90% plans, WEC will prepare the application package for Florida Department of Environmental Permitting (FDEP).
- Using the DCU reviewed 90% plans, WEC will prepare the application package for Florida Department of Transportation (FDOT) permit as this project is located within the State of Florida right-of-way for State Road 31.
- WEC will respond to comments and requests for additional information from regulatory agencies received.

##### *Task 3 – Bidding Assistance*

- WEC will assemble the bid package to include the Construction Plan Set, Technical Specifications, Schedule of Values for the Bid Form, FDEP Permit, FDOT Permit. Project Scope write-up and basic bidding information for purchasing.
- WEC will coordinate with purchasing as they prepare the bid documents.
- WEC will host the pre-bid meeting and assist in the completion of the pre-bid minutes.

- WEC will provide written responses to questions received from bidders in the specified time frame.

#### *Task 4 – Construction Engineering and Inspection*

- WEC will host the construction kick-off meeting.
- WEC will provide project management throughout construction and closeout.
- WEC will review and approve submittals and shop drawings provided by the Contractor.
- WEC will respond in writing to Requests for Information (RFI) received from the Contractor.
- WEC will attend periodic progress meetings either in person, virtually or in the field with the Contractor.
- WEC will review and make recommendations regarding proposed Change Order Requests from the Contractor (if any).
- WEC will provide inspection throughout construction for an anticipated construction duration of 3 months.
- WEC will provide permit management including closeout documents post construction.
- WEC will attend a walkthrough for substantial completion.
- WEC will generate punch list of outstanding items.
- WEC will review as-builts supplied by the Contractor.
- WEC will attend a walkthrough for final completion.
- WEC will reviewing progress payment applications and final pay application from the Contractor.

#### **Anticipated Project Schedule**

Upon authorization to proceed, WEC anticipates survey to be completed in 3 months, Permit applications to be submitted 4 months from receipt of survey and final bid documents to be submitted within one month of issuance of FDOT and FDEP Permits.

#### **Payment Schedule**

<i>Task 1 – Surveying .....</i>	<i>\$ 9,430.00</i>
<i>Task 2 – Engineering Design.....</i>	<i>\$ 41,510.00</i>
<i>Task 3 – Permitting.....</i>	<i>\$ 8,970.00</i>
<i>Total Engineering Design / Permitting Phase Services.....</i>	<i>\$ 59,910.00</i>
 <i>Task 4 – Bidding Assistance .....</i>	 <i>\$ 1,830.00</i>
<i>Task 5 – Construction Engineering and Inspection.....</i>	<i>\$ 67,580.00</i>
<i>Total Bidding and Construction Phase Services .....</i>	<i>\$ 69,410.00</i>

**Total Contract Amount (Lump Sum).....\$ 129,320.00**

WEC Work Order  
SR 31 Force Main Replacement  
 04/19/2024  
 Page No.4





## Engineering Services - SR 31 Force Main Replacement

Description	Principal	Project Manager	FL Reg. P.E.	FL Reg E.I.	Senior Design Tech	Construction Inspector	Clerical	Total Hrs
Data Collection / Project Management		40.00	20.00	16.00				76.00
60% Design	4.00		40.00	48.00	96.00			188.00
90% Design	4.00		24.00	32.00	56.00			116.00
Permitting			24.00	50.00	20.00			94.00
Final Design	2.00		12.00	20.00	24.00			58.00
Bidding Assistance			12.00	6.00				18.00
Construction Engineering and Inspection	4.00	120.00	16.00	120.00	40.00	520.00	120.00	940.00
Total Hours	10.00	160.00	148.00	292.00	236.00	520.00	120.00	1490.00
Rate	\$125.00	\$105.00	\$105.00	\$95.00	\$85.00	\$65.00	\$35.00	
Total Cost	\$1,250.00	\$16,800.00	\$15,540.00	\$27,740.00	\$20,060.00	\$33,800.00	\$4,200.00	

\$ 9,430.00 Survey	
\$ 50,480.00 Design Engineering	
<b>\$ 59,910.00 TOTAL (Design Phase)</b>	
<b>\$69,410.00 TOTAL (Bidding / Construction Phase)</b>	
<b>\$ 129,320.00 TOTAL Contract amount</b>	



## EXHIBIT "A"

### CONSULTANT'S BILLING RATE

#### **THE WEILER ENGINEERING CORPORATION**

Principal .....	\$ 125.00
Project Manager .....	\$ 105.00
Professional Structural Engineer.....	\$ 105.00
Registered Professional Engineer .....	\$ 105.00
Professional Civil Engineer .....	\$ 105.00
Planner .....	\$ 105.00
Professional Landscape Architect.....	\$ 95.00
Registered Engineer Intern (E.I.) .....	\$ 95.00
Senior Engineering Designer .....	\$ 85.00
Construction Inspector .....	\$ 65.00
Engineering Technician .....	\$ 75.00
Clerical.....	\$ 35.00

#### Reimbursable Expenses

Blueprints.....	\$ 2.30
Vellums .....	\$ 10.00(24 x 36 sheet)
Mylars .....	\$ 25.00(24 x 36 sheet)
Travel .....	Cost
(Travel outside of County)	
Overnight mail .....	Cost



# DeSoto County

5/14/2024

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**Item #: 11.**

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- ☐ Consent Agenda    ☐ Quasi-Judicial Public Hearing  
☒ Regular Business    9:00 am  
☐ Public Hearing    Resolution

**DEPARTMENT:**    Administration  
**SUBMITTED BY:**    **Brian R. Wagner**  
**PRESENTED BY:**    **Brian R. Wagner**

**TITLE & DESCRIPTION:**  
**Resolution/Budget Amendment Fiscal Year 2023/2024**

**REQUESTED MOTION:**  
**To adopt a Resolution relating to the attached budget amendments affecting the 2023/2024 adopted budget.**

**SUMMARY:**  
**The Resolution will approve the additions, corrections and redistribution of the 2023/2024 budget.**

**BACKGROUND:**  
**Budget Amendments are an ongoing process throughout the fiscal year that more clearly defines the actual revenues and expenses**

**FUNDS:**  
Budget Amount: Click or tap here to enter text.  
Actual Agenda Item: Click or tap here to enter text.  
Cost: Click or tap here to enter text.  
Account Number: Click or tap here to enter text.  
Explanation: Click or tap here to enter text.

**DESOTO COUNTY, FLORIDA**

**RESOLUTION NO. 2024- \_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING AND SUPPLEMENTING THE BUDGET FOR FISCAL YEAR 2023/2024; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Desoto County, Florida (“the Board”) adopted an annual budget for Fiscal Year 2023/2024 as required by Florida law; and

**WHEREAS**, since its adoption, the Board has examined the adopted budget for Fiscal Year 2023/2024 and finds that amendments and supplements to the budget are necessary; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are hereby incorporated as part of this Resolution.

**Section 2.** That the adopted budget for Fiscal Year 2023/2024 is hereby amended and supplemented as provided in Budget Amendment 2024-92, 2024-93 and 2024-98.

**Section 3.** That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 14th day of May, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF DESOTO COUNTY, FLORIDA

\_\_\_\_\_  
Mandy Hines  
County Administrator

By: \_\_\_\_\_  
Jerod Gross  
Chairman

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Donald D. Conn  
County Attorney

**Packet 13**  
**May 14, 2024**

Attachment 1

Department	Attachment	Amendment	Description
Utilities Capital Wastewater	2	92	Adjust SR31 Force Main Segment from original estimate to actual including CEI services.
Capital Road Projects/ Hurricane Ian	3	93	Correction to Budget Amendment #2024-31. Agreement FM# 452692-1-32-01, County Road 661 Brige Repairs. Item should have been previously budgeted in the Hurricane Fund.
Utilities Operations	4	98	Budget adjustment for increase in revenues. Adjust for PRMRWSA expense and Contingency Reserves.

**2023/2024 Budget Amendments Packet 13**  
**May 14, 2024**

Revenue Sources				Expenses Account Description			
Attachment	General Fund	Funds From:	Fund	B.A.		Funds Disbursed For:	
3	19,145.00	Trsf to Capital Road Projects	001	93	19,145.00	Trsf to Hurricane Ian	
	<u>\$ 19,145.00</u>				<u>\$ 19,145.00</u>		
Attachment	Special Revenue	Funds From:	Fund	B.A.		Funds Disbursed For:	
3	95,723.00	661 Bridge Revenue/Trans from GF	176	93	95,723.00	LFA 452692 661 Bridge Expense	
	<u>\$ 95,723.00</u>				<u>\$ 95,723.00</u>		
Attachment	Capital Construction Funds	Funds From:	Fund	B.A.		Funds Disbursed For:	
3	95,723.00	LFA 452692 661 Bridge Expense	304	93	95,723.00	661 Bridge Revenue/Trans from GF	
	<u>\$ 95,723.00</u>				<u>\$ 95,723.00</u>		
Attachment	Enterprise Funds	Funds From:	Fund	B.A.		Funds Disbursed For:	
2	64,320.00	Contingency	413	92	64,320.00	Engineering SR31	
4	445,000.00	Various GL Revenue Accounts	410	98	445,000.00	PRMRWSA Usage & Contingency	
	<u>\$ 509,320.00</u>				<u>\$ 509,320.00</u>		
Attachment	Agency Funds	Funds From:	Fund	B.A.		Funds Disbursed For:	
	<u>\$ -</u>				<u>\$ -</u>		
	<u>\$ 719,911.00</u>	Total Debits			<u>\$ 719,911.00</u>	Total Credits	



**2023/2024****Utilities Capital Wastewater**

5/14/2024

2024-92

## APPROVALS

Date: 5/14/2024

Date: 5/14/2024

Date: 5/14/2024

Date: 5/14/2024

Date: 5/14/2024

2

**2023/2024**

Account #		Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
17671365416300692	LFA 452692 661 Bridge	-	95,723.00		95,723.00	Correction to Budget Amendment # 2024-31. FDOT Agreement	
17600003349000692	LFA 452692 661 Bridge			76,578.00	76,578.00	FM# 452692-1-32-01, County Road 661 Bridge Repairs 80%	
00171505819100176	Trsf to Hurricane Ian	2,611,287.00	19,145.00		2,630,432.00	FDOT 20% BOCC should have been budgeted in the	
17600003810000001	Trsf from General Fund	2,611,287.00		19,145.00	2,630,432.00	Hurricane Ian Fund.	
30460555416300692	LFA 452692 661 Bridge	95,723.00		95,723.00	-		
30400003349000692	LFA 452692 661 Bridge	76,578.00	76,578.00		-		
00171505819100304	Trsf to Capital Road Projects	19,145.00		19,145.00	-		
30400003810000001	Trsf from General Fund	19,145.00	19,145.00		-		
			</				

[illegible]

ATTACHMENT 3

**2023/2024**

		CURRENT	DEBIT	CREDIT	REVISED	
Account #	Account Description	Budget			Budget Amt	Explanation for Request
41070945369908000	Reserve for Contingency	2,368,228.00	235,000.00		2,603,228.00	Budget adjustment for increase in revenues. Adjust for
41070965334301000	PRMRWSA Variable Usage	285,500.00	210,000.00		495,500.00	PRMRWSA expense and Contingency Reserves.
41000003373000300	City of Arcadia Interconnect	90,000.00		210,000.00	300,000.00	
41000003433002005	Water Reservation Charges	50,000.00		111,000.00	161,000.00	
41000003433010000	Water Maintenance Fees	16,000.00		12,000.00	28,000.00	
41000003435002006	Sewer Reservation Charges	75,000.00		95,000.00	170,000.00	
41000003435002007	Sewer Maintenance Fees	20,000.00		14,500.00	34,500.00	
41000003435010000	Leachate Transport Revenue	9,360.00		500.00	9,860.00	
41000003690100000	Late Fee Penalties	9,000.00		2,000.00	11,000.00	
	Column TOTALS		445,000.00	445,000.00		\$ -
APPROVALS						

Date: 5/14/2024

Date: 5/14/2024

Date: 5/14/2024

Date: 5/14/2024

Date: 5/14/2024

79



# DeSoto County

5/14/2024

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Item #: 12.

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- ☐ Consent Agenda    ☐ Quasi-Judicial Public Hearing  
☒ Regular Business    9:00 am  
☐ Public Hearing    Bid

**DEPARTMENT:** Social Services  
**SUBMITTED BY:** Lauri Benson  
**PRESENTED BY:** Lauri Benson

**TITLE & DESCRIPTION:**  
**Bid Award/ SHIP-HHRP**

**REQUESTED MOTION:**

To approve the bid for 1444 NE Sunset Ave to Jesse's Service Inc in the amount of \$62,350, the bid for 706 W Pine St to Jesse's Services Inc in the amount of \$158,100, and the bid for 2101 SW Ocala St to White Sands Construction in the amount of \$168,800.

**SUMMARY:**

The Social Services Department sent out a notice to bidders on March 27, 2024 for one housing rehabilitation and three demolition rebuilds. Three homes received bids the rehabilitation and two rebuilds. The lowest bidder for the home located at 2101 SW Ocala Street is \$3,800 over our maximum award of \$165,000 per the Local Housing Assistance Plan. The majority of homes are typically two-bedroom one bath at 1000 sq ft but this home is a 3-bedroom 1 bath at 1200 sq ft. this is a larger home based on the size of the household.

**BACKGROUND:**

The Board of County Commissioners can waive the maximum award for SHIP-HHRP job if they deem so.

**FUNDS:**

Budget Amount: **\$560,000**

Actual Agenda Item: **\$389,250**

Cost: **\$389,250**

Account Number: **141-71295543400000 / 141-71265543400000**

Explanation: **SHIP / HHRP**

# HOUSING REHABILITATION PROGRAM

Time: 2:00 PM

Thursday, April 25, 2024

	Clandario Morales 1444 NE Sunset Ave.	Anthony Raines 1049 NE Riverboat Dr.	Princessa Rivers 706 W Pine St.	Sarah Wilson 2101 SW Ocala St.
CONTRACTOR				
Jesse's Services Inc.	\$ 42,350.00	\$ ~~~~~	\$ 158,100.00	\$ 172,200.00
Remi Companies	\$ ~~~~~	\$ ~~~~~	\$ ~~~~~	\$ ~~~~~
Rotar Builders	\$ ~~~~~	\$ ~~~~~	\$ ~~~~~	\$ ~~~~~
Forristall Enterprises	\$ ~~~~~	\$ ~~~~~	\$ ~~~~~	\$ ~~~~~
Essor Construction Group	\$ ~~~~~	\$ ~~~~~	\$ ~~~~~	\$ ~~~~~
DT Building	\$ ~~~~~	\$ ~~~~~	\$ 164,000.00	\$ ~~~~~
White Sands Construction	\$ ~~~~~	\$ ~~~~~	\$ 162,800.00	\$ 168,800.00
	\$ ~~~~~	\$ ~~~~~	\$ ~~~~~	\$ ~~~~~

Opened By:

*Jacqueline Daniels*

*Jacqueline Daniels*

Verified By:

*Victoria Hays*

*Victoria Hays*

Desoto County  
Housing Department Owner Occupied Rehabilitation Program  
Work Write-Up/Bid Form

**Owner: Morales, Candelario**

**Address: 1444 NE Sunset Ave.**

**Codes and Standards: All work to be performed shall be in accordance with all applicable codes, laws, regulations, and rules such as: The 2023 Florida Building Code- Residential, Federal, State, and Local Codes, Manufacturer's Specifications for Installation, Title X Standards for Lead Base Paint and Statute 469 Regarding Asbestos.**

This is a home that will be rehabbed

**Item #001 Roof: Replace shingle roof with dimensional shingles. Figure eight sheets of plywood, and 4 sub fascia boards in replacement in bid.**

**Bid price for item # 001.** 22,000.00

**Item # 002 Interior: Repair drywall and retexture damaged drywall throughout. Scrape popcorn ceilings in bathrooms, retexture and paint.**

**Bid price #002.** 2,000.00

**Item #003 Exterior: Change out all windows to impact resistant windows. Replace front door to include jamb, threshold and locks. Replace rotten siding, sub fascia boards and trim. Replace damaged soffit and fascia, Repaint exterior of home. Replace screen door on front. Replace rear door with impact resistant glazing**

**Bid Price for item #003** 35,000.00

**Item #004: Install smoke detectors per code. Change out ceiling fans in back room**

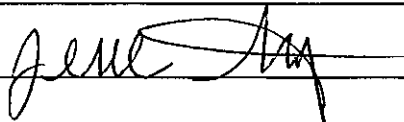
**Bid Price for item #004** 2,350.00

**Item #005 Plumbing: Replace kitchen faucet, fix leaking valves in tub and shower, snake out kitchen drain.**

**Bid price for item #005** 1,000.00

**Total bid price** \$62,350.00

**Home Owner's signature.** \_\_\_\_\_

**Contractor's signature.** 

All work must be performed in a workmanlike manor, in accordance with the Housing Program Specifications, State/local codes, and manufacturer's specification. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein.

All items are to be cost itemized and signed by contractor in the space provided on each page or the bid will be rejected.

Work must be completed and approved ("approved" means obtaining a certificate of completion from the building dept., having the housing dept approval and the homeowner's approval within 120 days of the issuance of the contract. This house will be occupied while construction is completed.

I hereby certify that I am licensed by the State Of Florida, Department of Business and Professional Regulations, and that I am eligible to participate in the Desoto County Housing Program. I also agree that change orders above the original contract amount shall only be paid for with Housing Program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

Contractor Name (Print Name): Jesse Sterling

Contractor Signature: Jesse Sterling

Contractor Address: 4287 N.E. Bobby Rd  
Arcadia, FL 34266

Contractor Phone Number: 863-558-1663

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Official use only

Date submitted: \_\_\_\_\_ Date accepted: \_\_\_\_\_

Bid opened by: Jacqueline Daniels Witnessed by: Victorino UP

Date opened: 4-25-24 Time: \_\_\_\_\_ Work

write-up prepared by: \_\_\_\_\_ Date: \_\_\_\_\_



# Desoto County

## Housing Department Owner Occupied Rehabilitation Program Work Write-Up/Bid Form

**Owner:** Rivers, Princess

**Address:** 706 W Pine St.

**Phone:**

**Codes and Standards:** All work to be performed shall be in accordance with all applicable codes, laws, regulations, and rules such as: The 2023 Florida Building Code- Residential, Federal, State, and Local Codes, Manufacturer's Specifications for Installation, Title X Standards for Lead Base Paint and Statute 469 Regarding Asbestos.

This is a home that will be demolished to  
A new house will be constructed on this site

**Item #001 Demolition:** Demolition and safe, legal disposal of all materials and clean up of jobsite for the construction of the new house. Special attention should be directed to any attached reports regarding asbestos containing materials and lead based paint. Landfill receipts must be provided to housing dept. at time of first draw request.

**Bid price for item # 001.** 20,000

**Item # 002 Site Work:** Provide site survey and site plan by a licensed surveyor. Preparation of site for new construction shall include fill, grading, compacting and testing necessary for this house including curb cuts, driveway aprons, and sod required. Must provide termite treatment. Finish floor elevation shall meet the requirements of the 2023 FBC Residential which is one foot above curb of the road or however high it takes to gravity feed the plumbing into the septic tank. Any site in a flood zone shall be constructed at least one foot above base flood elevation. When the property is located in a flood zone the required certificate of elevation shall be the responsibility of the contractor. The finish grade around the house is to be sloped at a maximum of 4 to 1 unless approved by housing because of space constraints.

**Bid price for item # 002.** 20,000

**Homeowner's Signature:** \_\_\_\_\_

**Contractor's Signature:** 



**Item # 003 New Structures:** Site built home shall consist of the following: 1000 sq ft. 2 bedroom, 1- bath, and kitchen- living room combination. Must be monolithic slab on grade, CMU walls, cementitious finish, dimensional shingled 4/12 hip roof minimum with aluminum soffit, fascia and ridge vents. Install lead boots on all plumbing stacks through the roof. Drip edge shall be no less than 2". Trusses on plans to include tails to provide for a 30" x 4' wide minimum coverage over each exit door. Out swing screen doors with guards on bottom portion of door. Exterior shall be painted with one main color and one trim color (2 coats minimum) to be determined by homeowner. The soffit and fascia can be considered the trim color in this determination. R30 insulation in attic and R5 in walls. **Engineered plans and energy calculations in compliance with this work write up must be provided by the contractor.** **Permit fees and plan review fees are to be paid for by the contractor.** The plans are to be designed in conjunction with the homeowner as much as possible. In the event there is a conflict or discrepancy between the two, the housing department shall be notified and have final say.

**Bid Price for Item # 003** 50,000

**Item #004 Electrical, Appliances, and HVAC:** Minimum 150 amp service and wiring for entire house to meet the current NEC. Electric service shall be located on side or rear of house. Panel must be installed in laundry room or per plans. Electric to pump and equipment at the well must be wired to current code. Any out buildings must have wiring to feed building to code.

Provide Energy Star Appliances & Hot Water Heater, new 4 burner electric stove, new 40 gal. min. water heater, new range hood, new min. 18 cu. ft frost free refrigerator. Provide new, all electric fixtures, switches, and other items necessary for a complete house in move-in condition. All bedrooms and living room are to have ceiling fans installed. Bulbs are to comply with energy code.

HVAC system shall be new central electric heating and air conditioning (**15 seer**) with service to all habitable rooms. Include all ductwork, air handler closet (not in attic), piping, electrical and other items necessary for a complete system installed. Energy calculations will include type of glazing, insulation values needed throughout home, and any credits necessary to meet required energy standards. Dryer vents are to terminate to the exterior wall not the roof.

**Bid Price for item #004** 20,000

**Item #005 Interior:** Provide drywall walls and ceilings, (ceilings and walls are to be texture finish) Flooring is to include vinyl in the bathroom, entries and kitchen area and carpet in the rest of rooms. Install transition molding where carpet meets vinyl. All walls and ceilings are to be painted one color (2 coats minimum).

Include all interior and exterior doors, screen doors, and closet doors necessary. Both exterior doors are to be in swing doors and include handles and deadbolts keyed alike.

**Bid Price for item #005** 15,000

**Homeowner's signature:** \_\_\_\_\_

**Contractor's signature:** 

**Item # 006 Septic System:** Bid for new tank and drainfield. For bidding purposes, provide price for an elevated tank and drainfield. (no sump pumps are to be allowed unless approved by the housing department). Bid to include abandonment of existing septic tank and drainfield. These prices are to include any fees required by the Health Dept. Bid to connect to public sewer where available. These fees are to include the dirt work to complete installation. Final price will be adjusted out of final payment based on the actual system required by the health dept. and system installed.

**Bid price for item # 006** 12,000

**Item #007 Plumbing:** New plumbing fixtures shall include tub with tile, bathroom vanity and double bowl stainless steel kitchen sink. Install washer and dryer hook-ups, and 2 exterior hose bibbs. Where public water is available bid to connect to system, otherwise bid to connect to existing well.

**Bid price for item #007** 8,000

**Item #008 Windows:** Windows shall be **impact resistant**, glazing as required on energy calculations with screens. Number, size, and location to be as follows: 1-2/3 window over kitchen sink or in kitchen, 1-2/5 window in each bedroom, and 2-2/5 windows in the living room area.

**Bid price for item #008** 9,000

**Item #009 Cabinets (kitchen and Bathroom):** Provide a minimum 10 linear feet of formica (or better) base cabinets with counter tops to include backsplash and 8 linear feet in the kitchen and a minimum 2' vanity in the bathroom.

**Bid price for item #009** 8,000

**Item #010 Misc:** Provide minimum of 2 towel bars in bathroom, toilet paper holder, shower curtain rod, medicine cabinet (minimum size 18" X 24"), mirror over vanity, Add 15 feet of sod around perimeter of home. Install 911 addressing as required.

**Bid price for item #010** 2,000

**Total site built bid:** 164,000

**Home Owner's signature.** \_\_\_\_\_

**Contractor's signature.** \_\_\_\_\_



**THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID**

All work must be performed in a workmanlike manor, in accordance with the Housing Program Specifications, State/local codes, and manufacturer's specification. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein.

All items are to be cost itemized and signed by contractor in the space provided on each page or the bid will be rejected.

Work must be completed and approved within 120 days of the issuance of the contract. This means a certificate of occupancy is issued and approved by Housing dept.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulations, and that I am eligible to participate in the Desoto County Housing Program. I also agree that change orders above the original contract amount shall only be paid for with Housing Program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

Contractor Name (Print Name): Derek Taylor

Contractor Signature: 

Contractor Address: 1639 SE Honeybell Ln

ARCADIA, FL 34266

Contractor Phone Number: 863-993-5149

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**Official use only**

Date submitted: \_\_\_\_\_ Date accepted: \_\_\_\_\_

Bid opened by: Jacqueline Daniels Witnessed by: 

Date opened: 4-25-24 Time: \_\_\_\_\_

Work write-up prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

# Desoto County

## Housing Department Owner Occupied Rehabilitation Program Work Write-Up/Bid Form

**Owner:** Rivers, Princess

**Address:** 706 W Pine St.

**Phone:**

**Codes and Standards:** All work to be performed shall be in accordance with all applicable codes, laws, regulations, and rules such as: The 2023 Florida Building Code- Residential, Federal, State, and Local Codes, Manufacturer's Specifications for Installation, Title X Standards for Lead Base Paint and Statute 469 Regarding Asbestos.

This is a home that will be demolished to  
A new house will be constructed on this site

**Item #001 Demolition:** Demolition and safe, legal disposal of all materials and clean up of jobsite for the construction of the new house. Special attention should be directed to any attached reports regarding asbestos containing materials and lead based paint. Landfill receipts must be provided to housing dept. at time of first draw request.

**Bid price for item # 001.** 10,000.00

**Item # 002 Site Work:** Provide site survey and site plan by a licensed surveyor. Preparation of site for new construction shall include fill, grading, compacting and testing necessary for this house including curb cuts, driveway aprons, and sod required. Must provide termite treatment. Finish floor elevation shall meet the requirements of the 2023 FBC Residential which is one foot above curb of the road or however high it takes to gravity feed the plumbing into the septic tank. Any site in a flood zone shall be constructed at least one foot above base flood elevation. When the property is located in a flood zone the required certificate of elevation shall be the responsibility of the contractor. The finish grade around the house is to be sloped at a maximum of 4 to 1 unless approved by housing because of space constraints.

**Bid price for item # 002.** 16,000.00

**Homeowner's Signature:** \_\_\_\_\_

**Contractor's Signature:** Jesse [Signature]

**Item # 003 New Structures:** Site built home shall consist of the following: 1000 sq ft. 2 bedroom, 1- bath, and kitchen- living room combination. Must be monolithic slab on grade, CMU walls, cementitious finish, dimensional shingled 4/12 hip roof minimum with aluminum soffit, fascia and ridge vents. Install lead boots on all plumbing stacks through the roof. Drip edge shall be no less than 2". Trusses on plans to include tails to provide for a 30" x 4' wide minimum coverage over each exit door. Out swing screen doors with guards on bottom portion of door. Exterior shall be painted with one main color and one trim color (2 coats minimum) to be determined by homeowner. The soffit and fascia can be considered the trim color in this determination. R30 insulation in attic and R5 in walls. **Engineered plans and energy calculations in compliance with this work write up must be provided by the contractor.** **Permit fees and plan review fees are to be paid for by the contractor.** The plans are to be designed in conjunction with the homeowner as much as possible. In the event there is a conflict or discrepancy between the two, the housing department shall be notified and have final say.

**Bid Price for Item # 003** 44,000.00

**Item #004 Electrical, Appliances, and HVAC:** Minimum 150 amp service and wiring for entire house to meet the current NEC. Electric service shall be located on side or rear of house. Panel must be installed in laundry room or per plans. Electric to pump and equipment at the well must be wired to current code. Any out buildings must have wiring to feed building to code.

Provide Energy Star Appliances & Hot Water Heater, new 4 burner electric stove, new 40 gal. min. water heater, new range hood, new min. 18 cu. ft frost free refrigerator. Provide new, all electric fixtures, switches, and other items necessary for a complete house in move-in condition. All bedrooms and living room are to have ceiling fans installed. Bulbs are to comply with energy code.

HVAC system shall be new central electric heating and air conditioning (**15 seer**) with service to all habitable rooms. Include all ductwork, air handler closet (not in attic), piping, electrical and other items necessary for a complete system installed. Energy calculations will include type of glazing, insulation values needed throughout home, and any credits necessary to meet required energy standards. Dryer vents are to terminate to the exterior wall not the roof.

**Bid Price for item #004** 27,000.00

**Item #005 Interior:** Provide drywall walls and ceilings, (ceilings and walls are to be texture finish) Flooring is to include vinyl in the bathroom, entries and kitchen area and carpet in the rest of rooms. Install transition molding where carpet meets vinyl. All walls and ceilings are to be painted one color (2 coats minimum).

Include all interior and exterior doors, screen doors, and closet doors necessary. Both exterior doors are to be in swing doors and include handles and deadbolts keyed alike.

**Bid Price for item #005** 22,000.00

**Homeowner's signature:** \_\_\_\_\_

**Contractor's signature:** Jesse A

**Item # 006 Septic System:** Bid for new tank and drainfield. For bidding purposes, provide price for an elevated tank and drainfield. (no sump pumps are to be allowed unless approved by the housing department). Bid to include abandonment of existing septic tank and drainfield. These prices are to include any fees required by the Health Dept. Bid to connect to public sewer where available. These fees are to include the dirt work to complete installation. Final price will be adjusted out of final payment based on the actual system required by the health dept. and system installed.

**Bid price for item # 006** 6,900.00

**Item #007 Plumbing:** New plumbing fixtures shall include tub with tile, bathroom vanity and double bowl stainless steel kitchen sink. Install washer and dryer hook-ups, and 2 exterior hose bibbs. Where public water is available bid to connect to system, otherwise bid to connect to existing well.

**Bid price for item #007** 8,000.00

**Item #008 Windows:** Windows shall be **impact resistant**, glazing as required on energy calculations with screens. Number, size, and location to be as follows: 1-2/3 window over kitchen sink or in kitchen, 1-2/5 window in each bedroom, and 2-2/5 windows in the living room area.

**Bid price for item #008** 8,000.00

**Item #009 Cabinets (kitchen and Bathroom):** Provide a minimum 10 linear feet of formica (or better) base cabinets with counter tops to include backsplash and 8 linear feet in the kitchen and a minimum 2' vanity in the bathroom.

**Bid price for item #009** 8,000.00

**Item #010 Misc:** Provide minimum of 2 towel bars in bathroom, toilet paper holder, shower curtain rod, medicine cabinet (minimum size 18" X 24"), mirror over vanity, Add 15 feet of sod around perimeter of home. Install 911 addressing as required.

**Bid price for item #010** 4,200.00

**Total site built bid:** 4 158,100.00

**Home Owner's signature.** \_\_\_\_\_

**Contractor's signature.** June [Signature]

**THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID**

All work must be performed in a workmanlike manor, in accordance with the Housing Program Specifications, State/local codes, and manufacturer's specification. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein.

All items are to be cost itemized and signed by contractor in the space provided on each page or the bid will be rejected.

Work must be completed and approved within 120 days of the issuance of the contract. This means a certificate of occupancy is issued and approved by Housing dept.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulations, and that I am eligible to participate in the Desoto County Housing Program. I also agree that change orders above the original contract amount shall only be paid for with Housing Program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

Contractor Name (Print Name): Jesse Sterling

Contractor Signature: Jesse Sterling

Contractor Address: 4287 N.E. BOBAY Rd

ARCADIA, FL 34266

Contractor Phone Number: 863-558-1663

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**Official use only**

Date submitted: 4/25/2024 Date accepted: 4/25/2024

Bid opened by: Jacqueline Daniels Witnessed by: Nature 40

Date opened: 4-25-24 Time: 2:00 pm

Work write-up prepared by: Lester Hornbath Date: 3/28/24



# Desoto County

## Housing Department Owner Occupied Rehabilitation Program Work Write-Up/Bid Form

**Owner:** Rivers, Princess

**Address:** 706 W Pine St.

**Phone:**

**Codes and Standards:** All work to be performed shall be in accordance with all applicable codes, laws, regulations, and rules such as: The 2023 Florida Building Code- Residential, Federal, State, and Local Codes, Manufacturer's Specifications for Installation, Title X Standards for Lead Base Paint and Statute 469 Regarding Asbestos.

This is a home that will be demolished to  
A new house will be constructed on this site

**Item #001 Demolition:** Demolition and safe, legal disposal of all materials and clean up of jobsite for the construction of the new house. Special attention should be directed to any attached reports regarding asbestos containing materials and lead based paint. Landfill receipts must be provided to housing dept. at time of first draw request.

**Bid price for item # 001.** 10000.-

**Item # 002 Site Work:** Provide site survey and site plan by a licensed surveyor. Preparation of site for new construction shall include fill, grading, compacting and testing necessary for this house including curb cuts, driveway aprons, and sod required. Must provide termite treatment. Finish floor elevation shall meet the requirements of the 2023 FBC Residential which is one foot above curb of the road or however high it takes to gravity feed the plumbing into the septic tank. Any site in a flood zone shall be constructed at least one foot above base flood elevation. When the property is located in a flood zone the required certificate of elevation shall be the responsibility of the contractor. The finish grade around the house is to be sloped at a maximum of 4 to 1 unless approved by housing because of space constraints.

**Bid price for item # 002.** 18000.-

**Homeowner's Signature:** \_\_\_\_\_

**Contractor's Signature:** 24



**Item # 003 New Structures:** Site built home shall consist of the following: 1000 sq ft. 2 bedroom, 1- bath, and kitchen- living room combination. Must be monolithic slab on grade, CMU walls, cementitious finish, dimensional shingled 4/12 hip roof minimum with aluminum soffit, fascia and ridge vents. Install lead boots on all plumbing stacks through the roof. Drip edge shall be no less than 2". Trusses on plans to include tails to provide for a 30" x 4' wide minimum coverage over each exit door. Out swing screen doors with guards on bottom portion of door. Exterior shall be painted with one main color and one trim color (2 coats minimum) to be determined by homeowner. The soffit and fascia can be considered the trim color in this determination. R30 insulation in attic and R5 in walls. **Engineered plans and energy calculations in compliance with this work write up must be provided by the contractor.** **Permit fees and plan review fees are to be paid for by the contractor.** The plans are to be designed in conjunction with the homeowner as much as possible. In the event there is a conflict or discrepancy between the two, the housing department shall be notified and have final say.

**Bid Price for Item # 003** \_\_\_\_\_

61300.-

**Item #004 Electrical, Appliances, and HVAC:** Minimum 150 amp service and wiring for entire house to meet the current NEC. Electric service shall be located on side or rear of house. Panel must be installed in laundry room or per plans. Electric to pump and equipment at the well must be wired to current code. Any out buildings must have wiring to feed building to code.

Provide Energy Star Appliances & Hot Water Heater, new 4 burner electric stove, new 40 gal. min. water heater, new range hood, new min. 18 cu. ft frost free refrigerator. Provide new, all electric fixtures, switches, and other items necessary for a complete house in move-in condition. All bedrooms and living room are to have ceiling fans installed. Bulbs are to comply with energy code.

HVAC system shall be new central electric heating and air conditioning (**15 seer**) with service to all habitable rooms. Include all ductwork, air handler closet (not in attic), piping, electrical and other items necessary for a complete system installed. Energy calculations will include type of glazing, insulation values needed throughout home, and any credits necessary to meet required energy standards. Dryer vents are to terminate to the exterior wall not the roof.

**Bid Price for item #004** \_\_\_\_\_

24000.-

**Item #005 Interior:** Provide drywall walls and ceilings, (ceilings and walls are to be texture finish) Flooring is to include vinyl in the bathroom, entries and kitchen area and carpet in the rest of rooms. Install transition molding where carpet meets vinyl. All walls and ceilings are to be painted one color (2 coats minimum).

Include all interior and exterior doors, screen doors, and closet doors necessary. Both exterior doors are to be in swing doors and include handles and deadbolts keyed alike.

**Bid Price for item #005** \_\_\_\_\_

20000.-

**Homeowner's signature:** \_\_\_\_\_

**Contractor's signature:** \_\_\_\_\_



**Item # 006 Septic System:** Bid for new tank and drainfield. For bidding purposes, provide price for an elevated tank and drainfield. (no sump pumps are to be allowed unless approved by the housing department). Bid to include abandonment of existing septic tank and drainfield. These prices are to include any fees required by the Health Dept. Bid to connect to public sewer where available. These fees are to include the dirt work to complete installation. Final price will be adjusted out of final payment based on the actual system required by the health dept. and system installed.

**Bid price for item # 006** 3000.-

**Item #007 Plumbing:** New plumbing fixtures shall include tub with tile, bathroom vanity and double bowl stainless steel kitchen sink. Install washer and dryer hook-ups, and 2 exterior hose bibbs. Where public water is available bid to connect to system, otherwise bid to connect to existing well.

**Bid price for item #007** 8500.-

**Item #008 Windows:** Windows shall be **impact resistant**, glazing as required on energy calculations with screens. Number, size, and location to be as follows: 1-2/3 window over kitchen sink or in kitchen, 1-2/5 window in each bedroom, and 2-2/5 windows in the living room area.

**Bid price for item #008** 6500.-

**Item #009 Cabinets (kitchen and Bathroom):** Provide a minimum 10 linear feet of formica (or better) base cabinets with counter tops to include backsplash and 8 linear feet in the kitchen and a minimum 2' vanity in the bathroom.

**Bid price for item #009** 7500.-

**Item #010 Misc:** Provide minimum of 2 towel bars in bathroom, toilet paper holder, shower curtain rod, medicine cabinet (minimum size 18" X 24"), mirror over vanity, Add 15 feet of sod around perimeter of home. Install 911 addressing as required.

**Bid price for item #010** 4000.-

**Total site built bid:** 162800.-

**Home Owner's signature.** \_\_\_\_\_

**Contractor's signature.**     *TH*



**THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID**

All work must be performed in a workmanlike manor, in accordance with the Housing Program Specifications, State/local codes, and manufacturer's specification. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein.

All items are to be cost itemized and signed by contractor in the space provided on each page or the bid will be rejected.

Work must be completed and approved within 120 days of the issuance of the contract. This means a certificate of occupancy is issued and approved by Housing dept.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulations, and that I am eligible to participate in the Desoto County Housing Program. I also agree that change orders above the original contract amount shall only be paid for with Housing Program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

Contractor Name (Print Name): White Sands Construction Earl Hill

Contractor Signature: Earl Hill

Contractor Address: PO Box 1381  
Arcadia FL 34265

Contractor Phone Number: 863 990 5171

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**Official use only**

Date submitted: \_\_\_\_\_ Date accepted: \_\_\_\_\_

Bid opened by: Jacque Daniels Witnessed by: Victorino

Date opened: 4-25-24 Time: \_\_\_\_\_

Work write-up prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

# Desoto County

## Housing Department Owner Occupied Rehabilitation Program Work Write-Up/Bid Form

**Owner:** Wilson, Sarah

**Address:** 2101 SW Ocala St.

**Phone:**

**Codes and Standards:** All work to be performed shall be in accordance with all applicable codes, laws, regulations, and rules such as: The 2023 Florida Building Code- Residential, Federal, State, and Local Codes, Manufacturer's Specifications for Installation, Title X Standards for Lead Base Paint and Statute 469 Regarding Asbestos.

This is a mobile home that will be demolished to  
A new house will be constructed on this site

**Item #001 Demolition:** Demolition and safe, legal disposal of all materials and clean up of jobsite for the construction of the new house. Special attention should be directed to any attached reports regarding asbestos containing materials and lead based paint. Landfill receipts must be provided to housing dept. at time of first draw request.

**Bid price for item # 001.** 11,000.00

**Item # 002 Site Work:** Provide site survey and site plan by a licensed surveyor. Preparation of site for new construction shall include fill, grading, compacting and testing necessary for this house including curb cuts, driveway aprons, and sod required. Must provide termite treatment. Finish floor elevation shall meet the requirements of the 2020 FBC Residential which is one foot above curb of the road or however high it takes to gravity feed the plumbing into the septic tank. Any site in a flood zone shall be constructed at least one foot above base flood elevation. When the property is located in a flood zone the required certificate of elevation shall be the responsibility of the contractor. The finish grade around the house is to be sloped at a maximum of 4 to 1 unless approved by housing because of space constraints.

**Bid price for item # 002.** 17,000.00

**Homeowner's Signature:** \_\_\_\_\_

**Contractor's Signature:** Jesse A

**Item # 003 New Structures:** Site built home shall consist of the following: 1200 sq ft. 3 bedroom, 1- bath, and kitchen- living room combination. Must be monolithic slab on grade, CMU walls, cementitious finish, dimensional shingled 4/12 hip roof minimum with aluminum soffit, fascia and ridge vents. Install lead boots on all plumbing stacks through the roof. Drip edge shall be no less than 2". Trusses on plans to include tails to provide for a 30" x 4' wide minimum coverage over each exit door. Out swing screen doors with guards on bottom portion of door. Exterior shall be painted with one main color and one trim color (2 coats minimum) to be determined by homeowner. The soffit and fascia can be considered the trim color in this determination. R30 insulation in attic and R5 in walls. **Engineered plans and energy calculations in compliance with this work write up must be provided by the contractor.** **Permit fees and plan review fees are to be paid for by the contractor.** The plans are to be designed in conjunction with the homeowner as much as possible. In the event there is a conflict or discrepancy between the two, the housing department shall be notified and have final say.

**Bid Price for Item # 003** 49,000.00

**Item #004 Electrical, Appliances, and HVAC:** Minimum 150 amp service and wiring for entire house to meet the current NEC. Electric service shall be located on side or rear of house. Panel must be installed in laundry room or per plans. Electric to pump and equipment at the well must be wired to current code. Any out buildings must have wiring to feed building to code.

Provide Energy Star Appliances & Hot Water Heater, new 4 burner electric stove, new 40 gal. min. water heater, new range hood, new min. 18 cu. ft frost free refrigerator. Provide new, all electric fixtures, switches, and other items necessary for a complete house in move-in condition. All bedrooms and living room are to have ceiling fans installed. Bulbs are to comply with energy code.

HVAC system shall be new central electric heating and air conditioning (**15 seer**) with service to all habitable rooms. Include all ductwork, air handler closet (not in attic), piping, electrical and other items necessary for a complete system installed. Energy calculations will include type of glazing, insulation values needed throughout home, and any credits necessary to meet required energy standards. Dryer vents are to terminate to the exterior wall not the roof.

**Bid Price for item #004** 28,000.00

**Item #005 Interior:** Provide drywall walls and ceilings, (ceilings and walls are to be texture finish) Flooring is to include vinyl in the bathroom, entries and kitchen area and carpet in the rest of rooms. Install transition molding where carpet meets vinyl. All walls and ceilings are to be painted one color (2 coats minimum).

Include all interior and exterior doors, screen doors, and closet doors necessary. Both exterior doors are to be in swing doors and include handles and deadbolts keyed alike.

**Bid Price for item #005** 23,000.00

**Homeowner's signature:** \_\_\_\_\_

**Contractor's signature:** Jesse A

**Item # 006 Septic System:** Bid for new tank and drainfield. For bidding purposes, provide price for an elevated tank and drainfield. (no sump pumps are to be allowed unless approved by the housing department). Bid to include abandonment of existing septic tank and drainfield. These prices are to include any fees required by the Health Dept. Bid to connect to public sewer where available. These fees are to include the dirt work to complete installation. Final price will be adjusted out of final payment based on the actual system required by the health dept. and system installed.

**Bid price for item # 006** 13,000.00

**Item #007 Plumbing:** New plumbing fixtures shall include tub with tile, bathroom vanity and double bowl stainless steel kitchen sink. Install washer and dryer hook-ups, and 2 exterior hose bibbs. Where public water is available bid to connect to system, otherwise bid to connect to existing well.

**Bid price for item #007** 9,000.00

**Item #008 Windows:** Windows shall be **impact resistant**, glazing as required on energy calculations with screens. Number, size, and location to be as follows: 1-2/3 window over kitchen sink or in kitchen, 1-2/5 window in each bedroom, and 2-2/5 windows in the living room area.

**Bid price for item #008** 9,000.00

**Item #009 Cabinets (kitchen and Bathroom):** Provide a minimum 10 linear feet of formica (or better) base cabinets with counter tops to include backsplash and 8 linear feet in the kitchen and a minimum 2' vanity in the bathroom.

**Bid price for item #009** 9,000.00

**800.00**

**Item #010 Misc:** Provide minimum of 2 towel bars in bathroom, toilet paper holder, shower curtain rod, medicine cabinet (minimum size 18" X 24"), mirror over vanity, Add 15 feet of sod around perimeter of home. Install 911 addressing as required.

**Bid price for item #010** 4,200.00

**Total site built bid:** \$172,200.00

**Home Owner's signature.** \_\_\_\_\_

**Contractor's signature.** Jane A

**THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID**

All work must be performed in a workmanlike manor, in accordance with the Housing Program Specifications, State/local codes, and manufacturer's specification. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein.

All items are to be cost itemized and signed by contractor in the space provided on each page or the bid will be rejected.

Work must be completed and approved within 120 days of the issuance of the contract. This means a certificate of occupancy is issued and approved by Housing dept.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulations, and that I am eligible to participate in the Desoto County Housing Program. I also agree that change orders above the original contract amount shall only be paid for with Housing Program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

Contractor Name (Print Name): Jesse Sterling

Contractor Signature: Jesse Sterling

Contractor Address: 4287 N.E. BOBAY Rd  
Arcadia, FL 34266

Contractor Phone Number: 863-558-1663

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**Official use only**

Date submitted: \_\_\_\_\_ Date accepted: \_\_\_\_\_

Bid opened by: Jacqueline Daniels Witnessed by: Walter L. P.

Date opened: 4.25.24 Time: \_\_\_\_\_

Work write-up prepared by: \_\_\_\_\_ Date: \_\_\_\_\_



# Desoto County

## Housing Department Owner Occupied Rehabilitation Program Work Write-Up/Bid Form

**Owner: Wilson, Sarah**

**Address: 2101 SW Ocala St.**

**Phone:**

**Codes and Standards:** All work to be performed shall be in accordance with all applicable codes, laws, regulations, and rules such as: The 2023 Florida Building Code- Residential, Federal, State, and Local Codes, Manufacturer's Specifications for Installation, Title X Standards for Lead Base Paint and Statute 469 Regarding Asbestos.

This is a mobile home that will be demolished to  
A new house will be constructed on this site

**Item #001 Demolition:** Demolition and safe, legal disposal of all materials and clean up of jobsite for the construction of the new house. Special attention should be directed to any attached reports regarding asbestos containing materials and lead based paint. Landfill receipts must be provided to housing dept. at time of first draw request.

**Bid price for item # 001.** 5000.-

**Item # 002 Site Work:** Provide site survey and site plan by a licensed surveyor. Preparation of site for new construction shall include fill, grading, compacting and testing necessary for this house including curb cuts, driveway aprons, and sod required. Must provide termite treatment. Finish floor elevation shall meet the requirements of the 2020 FBC Residential which is one foot above curb of the road or however high it takes to gravity feed the plumbing into the septic tank. Any site in a flood zone shall be constructed at least one foot above base flood elevation. When the property is located in a flood zone the required certificate of elevation shall be the responsibility of the contractor. The finish grade around the house is to be sloped at a maximum of 4 to 1 unless approved by housing because of space constraints.

**Bid price for item # 002.** 20 000.-

**Homeowner's Signature:** \_\_\_\_\_

**Contractor's Signature:** 



**Item # 003 New Structures:** Site built home shall consist of the following: 1200 sq ft. 3 bedroom, 1- bath, and kitchen- living room combination. Must be monolithic slab on grade, CMU walls, cementitious finish, dimensional shingled 4/12 hip roof minimum with aluminum soffit, fascia and ridge vents. Install lead boots on all plumbing stacks through the roof. Drip edge shall be no less than 2". Trusses on plans to include tails to provide for a 30" x 4' wide minimum coverage over each exit door. Out swing screen doors with guards on bottom portion of door. Exterior shall be painted with one main color and one trim color (2 coats minimum) to be determined by homeowner. The soffit and fascia can be considered the trim color in this determination. R30 insulation in attic and R5 in walls. Engineered plans and energy calculations in compliance with this work write up must be provided by the contractor. Permit fees and plan review fees are to be paid for by the contractor. The plans are to be designed in conjunction with the homeowner as much as possible. In the event there is a conflict or discrepancy between the two, the housing department shall be notified and have final say.

**Bid Price for Item # 003** 64800.-

**Item #004 Electrical, Appliances, and HVAC:** Minimum 150 amp service and wiring for entire house to meet the current NEC. Electric service shall be located on side or rear of house. Panel must be installed in laundry room or per plans. Electric to pump and equipment at the well must be wired to current code. Any out buildings must have wiring to feed building to code.

Provide Energy Star Appliances & Hot Water Heater, new 4 burner electric stove, new 40 gal. min. water heater, new range hood, new min. 18 cu. ft frost free refrigerator. Provide new, all electric fixtures, switches, and other items necessary for a complete house in move-in condition. All bedrooms and living room are to have ceiling fans installed. Bulbs are to comply with energy code.

HVAC system shall be new central electric heating and air conditioning (15 seer) with service to all habitable rooms. Include all ductwork, air handler closet (not in attic), piping, electrical and other items necessary for a complete system installed. Energy calculations will include type of glazing, insulation values needed throughout home, and any credits necessary to meet required energy standards. Dryer vents are to terminate to the exterior wall not the roof.

**Bid Price for item #004** 24000.-

**Item #005 Interior:** Provide drywall walls and ceilings, (ceilings and walls are to be texture finish) Flooring is to include vinyl in the bathroom, entries and kitchen area and carpet in the rest of rooms. Install transition molding where carpet meets vinyl. All walls and ceilings are to be painted one color (2 coats minimum).

Include all interior and exterior doors, screen doors, and closet doors necessary. Both exterior doors are to be in swing doors and include handles and deadbolts keyed alike.

**Bid Price for item #005** 20000.-

**Homeowner's signature:** \_\_\_\_\_

**Contractor's signature:** 

**Item # 006 Septic System:** Bid for new tank and drainfield. For bidding purposes, provide price for an elevated tank and drainfield. (no sump pumps are to be allowed unless approved by the housing department). Bid to include abandonment of existing septic tank and drainfield. These prices are to include any fees required by the Health Dept. Bid to connect to public sewer where available. These fees are to include the dirt work to complete installation. Final price will be adjusted out of final payment based on the actual system required by the health dept. and system installed.

**Bid price for item # 006** 8000.-

**Item #007 Plumbing:** New plumbing fixtures shall include tub with tile, bathroom vanity and double bowl stainless steel kitchen sink. Install washer and dryer hook-ups, and 2 exterior hose bibbs. Where public water is available bid to connect to system, otherwise bid to connect to existing well.

**Bid price for item #007** 8500.-

**Item #008 Windows:** Windows shall be **impact resistant**, glazing as required on energy calculations with screens. Number, size, and location to be as follows: 1-2/3 window over kitchen sink or in kitchen, 1-2/5 window in each bedroom, and 2-2/5 windows in the living room area.

**Bid price for item #008** 7000.-

**Item #009 Cabinets (kitchen and Bathroom):** Provide a minimum 10 linear feet of formica (or better) base cabinets with counter tops to include backsplash and 8 linear feet in the kitchen and a minimum 2' vanity in the bathroom.

**Bid price for item #009** 7500.-

**800.00**

**Item #010 Misc:** Provide minimum of 2 towel bars in bathroom, toilet paper holder, shower curtain rod, medicine cabinet (minimum size 18" X 24"), mirror over vanity, Add 15 feet of sod around perimeter of home. Install 911 addressing as required.

**Bid price for item #010** 4000.-

**Total site built bid:** 168800.-

**Home Owner's signature.** \_\_\_\_\_

**Contractor's signature.** 



**THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID**

All work must be performed in a workmanlike manor, in accordance with the Housing Program Specifications, State/local codes, and manufacturer's specification. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein.

All items are to be cost itemized and signed by contractor in the space provided on each page or the bid will be rejected.

Work must be completed and approved within 120 days of the issuance of the contract. This means a certificate of occupancy is issued and approved by Housing dept.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulations, and that I am eligible to participate in the Desoto County Housing Program. I also agree that change orders above the original contract amount shall only be paid for with Housing Program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

Contractor Name (Print Name): White Sands Const. Earl Hill

Contractor Signature: [Signature]

Contractor Address: PO Box 1381  
ARCADIA FL 34265

Contractor Phone Number: 863-990-5171

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**Official use only**

Date submitted: \_\_\_\_\_ Date accepted: \_\_\_\_\_

Bid opened by: Jacque Daniels Witnessed by: [Signature]

Date opened: 4-25-24 Time: \_\_\_\_\_

Work write-up prepared by: \_\_\_\_\_ Date: \_\_\_\_\_



# DeSoto County

5/14/2024

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Item #: 13.

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- ☐ Consent Agenda    ☐ Quasi-Judicial Public Hearing  
☒ Regular Business    9:00 am  
☐ Public Hearing    Amendment

**DEPARTMENT:**    Utilities  
**SUBMITTED BY:**    Megan Deuchar  
**PRESENTED BY:**    Greg Harris

## **TITLE & DESCRIPTION:**

**Utilities Purchase of Water/Wastewater Treatment Chemicals / Hawkins, Inc.**

## **REQUESTED MOTION:**

**Motion to approve the Contract Amendment with Hawkins, Inc. for Utilities' Purchase of Water and Wastewater Treatment Chemicals.**

## **SUMMARY:**

**Staff is requesting approval of a Contract Amendment with Hawkins, Inc. for Utilities' Purchase of Water and Wastewater Treatment Chemicals and adding 2 (two) additional chemicals, Sodium Hydroxide and Sodium Hypochlorite, to the Contract terms.**

## **BACKGROUND:**

**On April 22, 2022, the County entered into a Contract with Hawkins, Inc. for the Utilities' Purchase of Water and Wastewater Chemicals to include Antiscalant and Ammonium Sulfate. This Contract was recently approved by the Board to be extended for another year through April 22, 2025. The Utilities Department has identified a need to secure a supplier for 2 (two) additional chemicals, Sodium Hydroxide and Sodium Hypochlorite, to ensure the proper maintenance of the Water and Wastewater Treatment. The Utilities Department sought out formal quotes from various suppliers in accordance with the County's Procurement Policy of which only 1 (one) formal Quotation Proposal was received - all other responses to our inquiries were unable to accommodate delivery to the necessary sites. Both the County and Seller desire to further amend this Contract by adding Sodium Hydroxide and Sodium Hypochlorite to the approved list of chemicals to be supplied by Hawkins, Inc. for the remainder of the current Contract year and all subsequent renewal periods allowable within the Contract terms.**

## **FUNDS:**

**Budget Amount: \$125,000**

**Actual Agenda Item: Dependent on need.**

**Cost: Dependent on need.**

**Account Number: 410-70965335203000 & 410-70975355203000**

**Explanation: Budgeted amount is for all chemicals needed not just those listed above.**

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**Item #: 13.**

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**DESOTO COUNTY UTILITIES**  
**WATER/WASTEWATER TREATMENT CHEMICALS SUPPLY CONTRACT**  
**CONTRACT AMENDMENT**  
Bid No. 22-08-00ITB

**THIS CONTRACT AMENDMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a political subdivision of the State of Florida hereinafter referred to as ("COUNTY"), whose address is 201 E. Oak Street, Arcadia, Florida 34266 and **HAWKINS, INCORPORATED** a Corporation authorized to do business in the State of Florida, hereinafter referred to as ("SELLER"), whose address is 2263 Clark Street, Apopka, Florida 32703.

**WHEREAS**, a Contract was entered into on the 22<sup>nd</sup> day of April 2022, between COUNTY and SELLER for DeSoto County's Purchase of Water and Wastewater Treatment Chemicals; and

**WHEREAS**, the Contract was amended on April 22, 2024 utilizing the first **ONE (1)** year renewal extending the Contract to April 22, 2025; and

**WHEREAS**, the original Contract terms allow for the SELLER to provide Ammonium Sulfate and Antiscalant to the Utilities Department for maintenance of the Water and Wastewater Treatment; and

**WHEREAS**, the COUNTY has identified a need to further amend this Contract to include **TWO (2)** additional chemicals, Sodium Hydroxide and Sodium Hypochlorite, which are essential to the operations for Water and Wastewater Treatment; and

**WHEREAS**, the SELLER desires to supply the COUNTY with the additional chemicals Sodium Hydroxide and Sodium Hypochlorite, and has submitted a Quotation Proposal attached hereto as Exhibit "A"; and

**WHEREAS**, the COUNTY sought out formal quotes from various suppliers in accordance with the requirements of DeSoto County's Procurement Policy, and has determined that it would be in the best interest of the COUNTY to amend this Contract with the SELLER to include the aforesaid chemicals; and

**WHEREAS**, the SELLER agrees to provide the **FOUR (4)** chemicals named above to the COUNTY with the same requisites as described in the original Contract's Technical Specifications hereby incorporated by reference; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to amend this Contract for the Purchase of Water and Wastewater Treatment Chemicals for the duration of the current term and all subsequent terms of this Contract.

**SECTION 1. INCORPORATION BY REFERENCE.** The foregoing “Whereas” clauses are hereby incorporated by reference and affirmed and ratified by the parties as true; and;

**SECTION 2. TIME OF PERFORMANCE.** By the signing of this Amendment, the SELLER hereby agrees to fully and completely perform the Scope of Services and its additions for the remainder of this term and all subsequent terms.

**SECTION 3.** The SELLER shall comply with all specific completion dates and sequences indicated in the Scope of Services. In the event the Work is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the SELLER shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the County may decide. However, such extension shall not operate as a waiver of any rights of the County.

**SECTION 4.** The SELLER has submitted a Quotation Proposal for the requested additional chemicals, Sodium Hydroxide and Sodium Hypochlorite. The attached Quotation Proposal listed as Exhibit “A” is hereby approved.

**SECTION 5.** All other provisions of the original, April 22, 2022, Contract, as amended on April 22, 2024, shall remain in force and effect as agreed.

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the parties have executed this Amendment to the Contract as of the \_\_\_\_\_ of \_\_\_\_\_ 2024.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mandy J. Hines  
County Administrator

By: \_\_\_\_\_  
Jerod Gross  
Chairman

BoCC Approved: \_\_\_\_\_

Approved as to form and  
Legal sufficiency:

\_\_\_\_\_  
Donald D. Conn  
County Attorney

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

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

**HAWKINS, INCORPORATED**

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

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

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





**WATER TREATMENT GROUP**

Hawkins, Inc.  
871 Industrial Blvd  
LaBelle, FL 33935  
PH: 800-330-1369  
FAX: 800-524-9315

Date: March 26, 2024

To: Desoto County

Attn: Megan Deuchar

RE: Price Quote

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**QUOTATION PROPOSAL**

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This quotation constitutes an offer to furnish the items listed subject to: terms and conditions stated hereon: receipt of your purchase order by Hawkins Water Treatment Group, Inc.; and written acceptance of your order by Hawkins Water Treatment Group, Inc. and /or the manufacturer(s) involved as follows;

Sodium Hydroxide 50%--\$5.0889 per Gallon

Sodium Hypochlorite 10%--\$2.80 per Gallon

Joel Earley

Branch Manager Hawkins Labelle

Hawkins Water Treatment Group

**EXHIBIT**  
**A** 109



# DeSoto County

5/14/2024

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Item #: 14.

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- ☐ Consent Agenda    ☐ Quasi-Judicial Public Hearing  
☒ Regular Business    9:00 am  
☐ Public Hearing    Amendment

**DEPARTMENT:**    Utilities  
**SUBMITTED BY:**    Megan Deuchar  
**PRESENTED BY:**    Greg Harris

**TITLE & DESCRIPTION:**

Utilities Sludge Management Services Contract Amendment / Synagro South, LLC

**REQUESTED MOTION:**

Motion for approval of a Contract Amendment with Synagro South, LLC for Utilities Sludge Management Services extending the Contract for another year with price increase.

**SUMMARY:**

Staff is requesting approval of a Contract Amendment with Synagro South, LLC for Utilities Sludge Management Services.

**BACKGROUND:**

On May 19, 2021, a Contract was awarded to Synagro South, LLC for the Utilities Department Sludge Management Services. This Contract stated a Time of Performance for an initial two (2) with the option to renew for three (3) years one (1) year at a time upon mutual consent of both Parties. This Contract was previously renewed utilizing the first of three (3) renewals. Both Parties have agreed to renew this Contract utilizing the second one (1) year renewal extending this Contract to May 19, 2025. Contractor is requesting an 3.11% adjustment to the Contract price which is consistent with the Annual U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the South Urban.

**FUNDS:**

Budget Amount: **Dependent on need.**  
Actual Agenda Item: **Dependent on need.**  
Cost: **Dependent on need.**  
Account Number: **410-70975353400000**

**DESOTO COUNTY  
UTILITIES DEPARTMENT  
SLUDGE MANAGEMENT SERVICES  
Bid #21-13-00ITB**

**THIS CONTRACT AMENDMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY") whose address is 201 E. Oak Street, Suite 201, Arcadia, Florida 34266; and **SYNAGRO SOUTH, LLC**, a Limited Liability Company, authorized to do business in the State of Florida, hereinafter referred to as ("CONTRACTOR"), whose address is 435 Williams Court, Suite 100, Baltimore, Maryland 21220.

**WHEREAS**, a Contract was entered into on the 19<sup>th</sup> day of May 2021, between COUNTY and CONTRACTOR for DeSoto County's Sludge Management Services; and

**WHEREAS**, the original Contract entered into on the 19<sup>th</sup> day of May 2021, stated a Time of Performance of an initial **TWO (2)** year period with an option to renew for **THREE (3)** additional years **ONE (1)** year at a time upon mutual consent of both parties; and

**WHEREAS**, the Contract was amended on May 19, 2023, utilizing the first **ONE (1)** year renewal extending the Contract to May 19, 2024; and

**WHEREAS**, the COUNTY and CONTRACTOR desire to further amend the original Contract entered into on the 19<sup>th</sup> day of May 2021, utilizing the second **ONE (1)** year renewal, extending this Contract to May 19, 2025. CONTRACTOR has requested a price increase consistent with the U.S. Department of Labor, U.S. Bureau of Labor Statistics' Customer Price Index (CPI). Please see attached Rate Adjustment Letter of Request listed as Exhibit "A". All other provisions of the original Contract will remain in full effect as agreed; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to amend the Contract for Sludge Management Services and extend it for another year.

**SECTION 1. INCORPORATION BY REFERENCE.** The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true; and;

**SECTION 2. TIME OF PERFORMANCE.**

By the signing of this Amendment, the CONTRACTOR hereby agrees to fully and completely perform the Scope of Services until May 19, 2025.

**SECTION 3.** The CONTRACTOR shall comply with all specific completion dates and sequences indicated in the Scope of Work. In the event the Work is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the CONTRACTOR shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the COUNTY may decide. However, such extension shall not operate as a waiver of any rights of the COUNTY.

**SECTION 4.** All other provisions of the May 19, 2021, Contract shall remain in force and effect.

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the parties have executed this Amendment to the Agreement as of the \_\_\_\_\_ of \_\_\_\_\_ 2024.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mandy J. Hines  
County Administrator

By: \_\_\_\_\_  
Jerod Gross  
Chairman

BoCC Approved: \_\_\_\_\_

Approved as to form and  
Legal sufficiency:

\_\_\_\_\_  
Donald D. Conn  
County Attorney

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

WITNESSES:

**SYNAGRO SOUTH, LLC**

\_\_\_\_\_

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

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

\_\_\_\_\_

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

April 23, 2024

Desoto County Purchasing  
201 E. Oak Street  
Suite 203  
Arcadia, FL 34266

RE: Desoto County Utilities, FL- Sludge Management Services  
CPI Cost Adjustment

Dear Sir/Madam,

Per our contract, Synagro is requesting an adjustment of our contract price(s) effective at the anniversary of the contract. Such price(s) shall be adjusted annually consistent with the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the South Urban, Not Seasonally Adjusted with the base being April 2023. We hereby inform to you that an adjustment has been calculated as follows:

Item Description	CPI Percentage Multiplier	Base Price	Price Adjustment Percentage	New Price	Unit
Sludge Dewatering Services	100%	\$0.0686	3.11 %	\$0.0707	Gallon

We shall prepare our invoices effective May 20, 2024 through May 19, 2025 with the adjusted unit prices, as stated above.

Again, we greatly appreciate your business.

Sincerely,

*Christina White*

Christina White  
Senior Accountant

cc: Curt DeBrunner, Tod Tucker, Phyllis Ray, Jessica Stahl, file

EXHIBIT  
A



## Databases, Tables & Calculators by Subject

**Special Notices** 12/05/2023

Change Output Options:

From:  To:

☐ include graphs ☐ include annual averages

More Formatting Options

Data extracted on: April 24, 2024 (9:08:35 AM)

### Consumer Price Index for All Urban Consumers (CPI-U)

**Series Id:** CUUR0300SA0,CUUS0300SA0  
**Not Seasonally Adjusted**  
**Series Title:** All items in South urban, all urban consumers, not seasonally adjusted  
**Area:** South  
**Item:** All items  
**Base Period:** 1982-84=100

Download: **.xlsx**

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451	230.552	230.302	230.802
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581	230.147	229.501	230.793
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029	234.204	232.692	231.469	233.915
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861	238.512	237.456	236.424	238.487
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484	242.150	242.737	242.004	243.470
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.289	246.265	245.331	247.199
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193	250.542	250.255	250.693	248.639	247.288	249.990
2021	252.067	253.386	255.319	257.207	259.343	261.668	263.013	263.728	264.593	267.160	268.360	269.263	261.259	256.498	266.020
2022	271.634	274.688	278.598	279.879	283.307	287.427	287.608	287.168	287.656	288.836	288.991	288.205	283.666	279.256	288.077
2023	290.438	292.285	293.358	295.315	295.889	296.789	297.279	298.975	299.657	299.394	298.930	298.754	296.422	294.012	298.832
2024	300.421	303.144	304.490												

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone:1-202-691-5200\_ Telecommunications Relay Service:7-1-1\_ [www.bls.gov](http://www.bls.gov) [Contact Us](#)



# DeSoto County

5/14/2024

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Item #: 15.

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- ☐ Consent Agenda    ☐ Quasi-Judicial Public Hearing  
☒ Regular Business    9:00 am  
☐ Public Hearing    Contract

**DEPARTMENT:**    Engineering  
**SUBMITTED BY:**    Megan Deuchar  
**PRESENTED BY:**    Michael Giardullo

## **TITLE & DESCRIPTION:**

**Fiscal Year 2023/24 Annual Road Paving & Brewer Park Paving Project / Excavation Point, Inc.**

## **REQUESTED MOTION:**

**Motion for approval of Contract with Excavation Point, Inc. for the Fiscal Year 2023/24 Annual Road Paving and Brewer Park Paving Project.**

## **SUMMARY:**

**Staff is requesting approval of a Contract with Excavation Point, Inc. for the Fiscal Year 2023/24 Annual Road Paving and Brewer Park Paving Project.**

## **BACKGROUND:**

**On March 7, 2024, Staff released an Invitation to Bid for the Fiscal Year 2023/24 Annual Road Paving and Brewer Park Paving Project. Bids were opened on April 4, 2024, with three (3) Bids received. After careful evaluation, Staff is recommending Excavation Point, Inc. for this Contract with an amount of \$1,416,562.02.**

## **FUNDS:**

**Budget Amount: \$1,791,477.00**

**Actual Agenda Item: \$1,416,562.02**

**Cost: \$1,416,562.02**

**Account Number: 102-60545416303010 & 001-70745724610000**

**Explanation: Annual Paving portion is \$1,125,085.57 and the Brewer Park portion is \$291,476.45 for a total project cost of \$1,416,562.02.**



**DESOTO COUNTY**  
**FISCAL YEAR 2023/24 ANNUAL ROAD PAVING & BREWER PARK PAVING PROJECT**  
**BID #24-12-00ITB**

**THIS CONTRACT** is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political subdivision of the State of Florida hereinafter referred to as (“COUNTY”), whose address is 201 East Oak Street, Arcadia, Florida 34266, and **EXCAVATION POINT, INCORPORATED**, a Corporation, authorized to do business in the State of Florida, hereinafter referred to as (“CONTRACTOR”), whose address is 7944 South George Boulevard, Sebring, FL 33875.

**WHEREAS**, the COUNTY desires to retain a CONTRACTOR for DeSoto County’s Fiscal Year 2023/24 Annual Road Paving and Brewer Park Paving Project. All specific duties are listed within the Scope of Services attached hereto by reference; and

**WHEREAS**, CONTRACTOR desires to render services described as the DeSoto County’s Fiscal Year 2023/24 Annual Road Paving and Brewer Park Paving Project in accordance with the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and

**WHEREAS**, the COUNTY, through a competitive selection process conducted in accordance with the requirements of Florida law and County policy, has determined that it would be in the best interest of the COUNTY to award a Contract to the CONTRACTOR for the rendering of those services described in the Scope of Services; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**SECTION 1.** The foregoing “Whereas” clauses are hereby incorporated by reference, affirmed, and ratified by the parties as true and correct.

**SECTION 2. EMPLOYMENT OF CONTRACTOR.** The COUNTY hereby agrees to engage CONTRACTOR, and CONTRACTOR hereby agrees to perform the services set forth in the Scope of Services.

**SECTION 3. THE COUNTY’S RESPONSIBILITY.** Except as provided in the Scope of Services, the COUNTY’S responsibility are as follows:

- A.** To provide, at the request of CONTRACTOR, existing data, plans reports, and other information in the COUNTY'S possession or under the COUNTY'S control which are necessary for the execution of the duties of the CONTRACTOR in the Scope of Services; and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria and other requirements that exist at the time of signing of this Contract or which may develop during the execution of this Contract.
- B.** To give prompt written notice to CONTRACTOR if the COUNTY observes or otherwise becomes aware of any fault or defect in the Scope of Services or non-conformance with the Contract requirements as stated herein.
- C.** To furnish required information, services, render approvals, and decisions as expeditiously as necessary for the orderly progress of CONTRACTOR'S services.
- D.** The COUNTY hereby designates the DeSoto County Engineer as Project Manager to act on the COUNTY'S behalf with respect to the Scope of Services. The Project Manager shall have authority to transmit instructions, receive information, interpret and define COUNTY policies and decisions with respect to materials, elements and systems pertinent to CONTRACTOR'S services.

**SECTION 4. THE CONTRACTOR'S RESPONSIBILITY.** The CONTRACTOR'S duties and responsibilities are as follows:

- A.** The furnishing of all services, labor, material, equipment, tools, machinery, utilities, insurance and supplies necessary to perform the complete Scope of Services for Desoto County's Fiscal Year 2023/24 Annual Road Paving and Brewer Park Paving Project. The Work shall be performed in accordance with specifications, terms and conditions of this Contract, which are more particularly described in the Scope of Services.
- B.** CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services in accordance with the Scope of Services. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of described Services, unless otherwise provided in

the Scope of Services. CONTRACTOR shall be responsible to see that the finished Work complies strictly with the Scope of Services.

- C. The CONTRACTOR shall solely and without qualification be responsible for all methods and results, for use of equipment and personnel, for the safety of its employees and other persons, for the protection of public and private property, and for the compliance with all Local, State and Federal laws and regulations in performance of the Work under this Contract. The COUNTY shall have no right to hire or fire, nor any power of supervision over the Services, nor over use of equipment of personnel unless otherwise provided in the Contract Documents, nor the CONTRACTOR'S compliance with Local, State and Federal laws and regulations in performance of the Work under this Contract.

**SECTION 5. TIME OF PERFORMANCE.** The CONTRACTOR agrees to commence work by the dates outlined in the Notice to Proceed and shall fully and completely perform the Scope of Services by the dates set forth with Substantial Completions slated for **ONE HUNDRED TWENTY (120) calendar days** and Final Completion within the following **TWENTY (20) calendar days** constituting a Contract time of **ONE HUNDRED FORTY (140) calendar days** from issuance of the Notice to Proceed. All representations, indemnifications, warranties and guaranties of the CONTRACTOR made in, required by, or given in accordance with this Contract, as well as all continuing obligations of the CONTRACTOR indicated in this Contract, will survive final payment and termination or completion of this Contract.

**SECTION 6. COMPENSATION.** Compensation for the Scope of Services performed by CONTRACTOR shall be payable as follows:

- A. The COUNTY shall pay an amount not to exceed **ONE MILLION FOUR HUNDRED SIXTEEN THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND TWO CENTS (\$1,416,562.02)**. The CONTRACTOR may submit invoices on a monthly basis for work completed each month.
- B. CONTRACTOR shall prepare and submit to the Board of County Commissioners for approval, invoices for the services rendered under this Contract. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of

the Work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The COUNTY reserves the right to withhold payment to CONTRACTOR for failure to perform the Work in accordance with the provisions of this Contract and the COUNTY shall promptly notify CONTRACTOR if any invoice or report is found to be unacceptable and will specify the reasons therefore.

- C. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

**SECTION 7. DOCUMENTS.** The documents which comprise this Contract between the COUNTY and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- A. **This Contract;**
- B. **General and Special Conditions attached hereto as Exhibit “A”;**
- C. **The Scope of Services and Technical Specifications attached hereto as Exhibit “B”;**
- D. **Bid Proposal Forms attached hereto as Exhibit “C”;**
- E. **Plan Set hereby attached by reference.**

**SECTION 8. GENERAL CONSIDERATIONS.**

- A. Subcontractors. If CONTRACTOR subcontracts any of the Work required under this Contract, CONTRACTOR agrees to include in the Subcontract that the Subcontractor is bound by the terms and conditions of this Contract with the COUNTY. CONTRACTOR further agrees to include in the Subcontracts, that the Subcontractor shall hold the COUNTY and CONTRACTOR harmless against all claims of whatever nature by Subcontractor’s performance of Work under this Contract.
- B. Public Records. CONTRACTOR shall allow public access to all documents, reports, papers, letters or other materials, subject to the provision of Chapter 119,

Florida Statutes, prepared or received by CONTRACTOR in conjunction with this Contract.

- C. Equal Employment and Non-Discrimination. In connection with the Work to be performed under this Contract, CONTRACTOR agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity Statutes and Regulations.
- D. Contract Assurance. The CONTRACTOR or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract.
- E. Licenses and Certifications. The CONTRACTOR shall be properly certified and licensed; financially solvent; experienced in and competent to perform the required Work;

**SECTION 9. PROHIBITION AGAINST CONTINGENCY FEES.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Contract and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 10. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT.** CONTRACTOR certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original Contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CONTRACTOR represents that he has furnished a Public Entity Crimes Affidavit pursuant to Section 287.113, Florida Statutes.

**SECTION 11. INSURANCE.**

- A. The CONTRACTOR shall provide and maintain such Commercial (Occurrence Form) or Comprehensive General Liability, Professional Liability, Workers Compensation and other insurance as is appropriate for the services being performed hereunder by CONTRACTOR, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

1. **WORKERS' COMPENSATION:**

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

2. **COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:**

Contractor shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising.

3. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:**

Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

4. **EVIDENCE OF INSURANCE:**

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and

Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance, or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

- B.** The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of CONTRACTOR, except workers compensation insurance, shall be endorsed to include as additional insureds; the COUNTY, its officers, employees and agents

- C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the COUNTY, licensed to do business in the State of Florida and with a resident agent designated for the services of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. CONTRACTOR shall provide the COUNTY with financial information concerning any self-insurance funds insuring CONTRACTOR. At the COUNTY'S option, a Best's rating or Self-Insurance Fund financial information may be waived.

**SECTION 12. TERMINATION OF CONTRACT FOR DEFAULT.** The COUNTY shall be the sole judge of nonperformance, which shall include any failure on the part of the CONTRACTOR to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated. Upon default by the CONTRACTOR to meet any term of this Contract or related Exhibit, the COUNTY will notify the CONTRACTOR to advise the COUNTY of its plan for corrective action to remedy the default within three (3) days (weekends and holidays excluded). The corrective action plan must be accepted by the COUNTY'S Project Manager. Failure on the CONTRACTOR'S part to correct the default within the approved time period shall result in the Contract being terminated and the COUNTY notifying in writing the CONTRACTOR of the effective date of the termination. The following shall constitute an act of default:

- Failure to perform the Work required under the Contract and/or within the time required or failing to use the sub-contractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- Failure to begin the Work under this Contract within the time specified.
- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior Work has been rejected as nonconforming with the terms of the Contract.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Contract.
- Failure to comply with any of the terms of the Contract.



- Failure to pay sub-contractors or others pursuant to Work done under this Contract.

In the event of default, the CONTRACTOR shall pay any damages sustained by the COUNTY including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the COUNTY after costs are claimed and allowed. All documents prepared by the CONTRACTOR in connection with this Contract will be the property of the COUNTY.

The COUNTY'S Project Manager shall authorize payment to the CONTRACTOR, the costs and expenses for Work performed by the CONTRACTOR prior to receipt of the Notice of Termination; however, the COUNTY may withhold from amounts due the CONTRACTOR such sums as the Administrative Services Director deems to be necessary to protect the COUNTY against loss caused by the CONTRACTOR because of the default.

**SECTION 13. TERMINATION FOR CONVENIENCE.** The COUNTY reserves the right to cancel this Contract by written notice to the CONTRACTOR effective the date specified in the Notice, for any of the following reasons:

- The COUNTY has determined that such cancellation will be in the best interest of the COUNTY.
- Funds are not available to cover the cost of the services. The COUNTY'S obligation is contingent upon the availability of appropriate funds.

The Purchasing Director shall give written notice of the termination to the CONTRACTOR specifying the reason for the Contract termination and when termination becomes effective.

The CONTRACTOR shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the CONTRACTOR will stop Work to the extent specified.

The COUNTY shall pay the CONTRACTOR under the following conditions:

- All costs and expenses incurred by the CONTRACTOR for work accepted by the COUNTY prior to the CONTRACTOR'S receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the CONTRACTOR shall not be allowed.

#### **SECTION 14: LIQUIDATED DAMAGES:**

For all Contracts, regardless of whether the Contract time is stipulated in calendar days or working days, the COUNTY will count default days in calendar days. If the CONTRACTOR or, in case of his default, the Surety, fails to complete the work within the time stipulated in the Contract, or within such extra time that the COUNTY may have granted the CONTRACTOR or, in case of his default, the Surety shall pay to the COUNTY, not as a penalty, but as liquidated damages, in the amount of **ONE THOUSAND DOLLARS (\$1,000.00)** per calendar day after final completion.

The COUNTY has the right to apply, as payment on such liquidated damages, any money the COUNTY owes the CONTRACTOR.

The County does not waive its right to liquidated damages due under the Contract by allowing the CONTRACTOR to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extension.

In case of default of the Contract and completion of the work by the COUNTY, the CONTRACTOR and his Surety are liable for the liquidated damages under the Contract, but the COUNTY will not charge liquidated damages for any delay in the final completion of the COUNTY'S performance of the work due to any unreasonable action or delay on the part of the COUNTY.

The COUNTY considers the Contract complete when the CONTRACTOR has completed all work and the COUNTY has accepted the work. The COUNTY will then release the CONTRACTOR from further obligation except as set forth in his bond.

#### **SECTION 15. CONTROLLING LAW.**

- A.** This Contract is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Contract shall be in DeSoto County, Florida.
- B.** Should litigation be necessary to enforce any term or provision of this Contract, or to collect any portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.

**SECTION 16. SUCCESSORS AND ASSIGNS.** The COUNTY and CONTRACTOR respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives with respect to all covenants of this Contract. Neither the COUNTY nor CONTRACTOR shall assign or transfer any interest in this Contract without the written consent of the other.

**SECTION 17. EXTENT OF CONTRACT.**

- A.** This Contract represents the entire and integrated agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, representations or Contracts, either written or oral.
- B.** This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument and in accordance with County Policies.

**SECTION 18. INDEMNIFICATION OF THE COUNTY.** CONTRACTOR shall defend, indemnify and hold harmless the COUNTY and all of COUNTY'S officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Contract. CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the COUNTY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the COUNTY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract. Compliance with any insurance requirements required elsewhere within this Contract shall not relive CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the COUNTY as set forth in this article of the Contract.

**SECTION 19. INDEPENDENT CONTRACTOR.** Neither the COUNTY nor any of its employees shall have any control over the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR expressly warrants not to represent at any time or in any manner that CONTRACTOR or any of its agents, servants or employees are agents, servants or employees of the COUNTY. It is understood and agreed that CONTRACTOR is, and shall at all times remain as to the COUNTY, a wholly independent Contractor and the CONTRACTOR'S obligations to the COUNTY are solely as prescribed by this Contract.

**SECTION 20. SEVERABILITY.**

- A.** Nothing contained in the Contract shall create any contractual relationship between the COUNTY, or any agent, consultant, or independent contractor employed by the COUNTY and any Subcontractor, Sub-subcontractor, Supplier or Vendor of the CONTRACTOR, but the COUNTY shall be entitled to performance of all obligations intended for its benefit, and to enforcement thereof.
- B.** In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect; the invalidity, illegality, or unenforceability shall not affect any other provision and this Contract and shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- C.** All representations, certifications, statements contained in CONTRACTOR'S bid submittal are true and accurate and are incorporated by reference herein.

**SECTION 21. NOTICES.** Any notices to be given under this Contract shall be given by the United States mail, addressed to CONTRACTOR at its address stated herein, and to the COUNTY at its address stated herein.

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the \_\_\_\_\_ of \_\_\_\_\_, 2024.

ATTEST: **BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Mandy J. Hines Jerod Gross  
County Administrator Chairman  
  
BoCC Approved: \_\_\_\_\_

Approved as to form and  
Legal sufficiency:

\_\_\_\_\_ Date: \_\_\_\_\_  
Donald D. Conn  
County Attorney

WITNESSES: **EXCAVATION POINT, INCORPORATED**  
  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## GENERAL CONDITIONS

**BIDDER:** To insure acceptance of the bid, follow these instructions.

1. **ACCEPTANCE:** Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Any increase in cost for items not delivered as specified in the solicitation may be charged against the Contractor.
2. **AMENDMENTS:** No amendment, modification or supplement to the Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
3. **APPLICABLE LAW:** This Contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the Courts of the State of Florida.
4. **AS-BUILT DRAWINGS:** If this solicitation requires as-built drawings, the Contractor must supply three sets of certified as-built drawings upon completion of the project at the Contractors' expense. All sets submitted to the County must be certified by a professionally licensed engineering firm authorized to do business in the State of Florida. All drawings, specifications, and copies thereof furnished by the County are the property of the County. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the County upon the completion of the work.
5. **ASSIGNMENT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the County. Assignment or transfer of the resulting Contract without written consent of the County may be construed by the County as a breach of contract sufficient to cancel this Contract at the discretion of the County.
6. **AVAILABILITY OF FUNDING:** Award of this solicitation is contingent upon availability of funding. Furthermore, during the contract period, if funding to finance all or part of the award resulting from this solicitation becomes unavailable, the County reserves the right to terminate such Contract after providing the Vendor no less than twenty-four (24) hours written notice. The County shall be the final authority as to the determination of availability of funding. The County agrees to reimburse the Contractor for any authorized goods or services provided prior to the Contractor's receipt of the aforesaid termination notice.
7. **AWARD:** It is the intent of the County to award a Contract to the lowest responsive and responsible Bidder, provided that the low bid does not exceed the funds available. The Base Bid and any Add Alternates must be bid for the bid to be considered responsive.
  - A. **Within Available Funds:** If the lowest Base Bid received is within the funds currently budgeted for this project, the Add Alternates, if any, will be applied in the order shown on the Bid Form prior to the determination of the lowest responsive and responsible Bid. If the Base Bid plus the Add Alternates, if any, is within the funds currently budgeted for this project, this bidder will be deemed the lowest bidder. The Add Alternates will be added until the funds currently available are met.
  - B. **Exceeds Available Funds:** If the lowest Base Bid received exceeds the funds currently

budgeted for this project, the Add Alternates, if any, will not be considered. In this case a recommendation will be made using the budgeted base bid and proceed with the Contract award.

8. **BID BOND:** In submitting this sealed bid it is understood that the right is reserved by the DeSoto County Board of County Commissioners to reject any or all bids. It is agreed that this Bid may not be withdrawn for ninety (90) days from opening. Bids which are withdrawn will result in forfeiture of the bid bond, if any. **THERE WILL BE NO BID BOND REQUIRED FOR THIS PROJECT.**
9. **BID PROTEST POLICY:** Any person whose bid or proposal is rejected, in whole or in part, or who submits a bid or proposal but is not awarded the Agreement may protest such decision, but only in strict compliance with this Section.

**A. BID PROTEST PROCEDURE:**

- a. **WRITTEN NOTICE; TIME.** Any person who wishes to file a bid protest hereunder must file a notice of intent to do so, in writing, with the Purchasing Director within twenty-four (24) hours after receipt of the notice of rejection, for rejected bids or proposals, or, for contract awards, within twenty-four (24) hours after the County's declaration of its intention with regard to such award.
- b. **WRITTEN PROTEST; TIME; CONTENTS.** Within ten (10) days after filing the written notice of intent to protest, a formal written protest must be filed with the Purchasing Director, explaining in detail the nature of the protest and the grounds upon which it is based.
- c. **PROTEST BOND.** Each written protest must be accompanied by a bid protest bond in the form of a certified check, cashier's check or money order made payable to the DeSoto County Board of County Commissioners, in an amount not less than five percent (5%) of the protester's bid, or (in the case of submission of a "no-bid" by the protestor) in the amount not less than five percent (5%) of the lowest responsible bid received by the County, or (in the case of a request for proposals) in the amount of not less than five percent (5%) of the contract awarded by the County for the accepted proposal.
- d. **FORFEIT OF BOND.** The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the County in its entirety.

**B. BID PROTEST CONSIDERATION:**

- a. **PROTEST DECISION.** Upon receipt of a formal written protest, the Purchasing Director shall forward such written protest to the County Attorney, who shall act as the bid protest Director, and who shall be provided all applicable documents and files. The County Attorney shall decide the protest, provided in writing, to the County Administrator and Purchasing Director, with findings of fact and a conclusion as to the validity or non-validity of the protest, within fourteen (14) days after receipt by the County Attorney of the formal written protest.
- b. **NOTICE OF DECISION.** Within twenty-four (24) hours after receipt of the County Attorney's decision on a protest, the Purchasing Director shall mail a copy thereof to the protestor.

- 10. CONTRACTOR OBLIGATIONS:** Contractor agrees to perform and complete the service described in the solicitation in accordance with the work requirements of this Contract and attached exhibits. Contractor shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Contractor are essential to the satisfactory performance of the work. The County may consider lack of competent capable supervision as grounds to reject a bid or terminate this Contract. An experienced, qualified supervisor should have approximately two years of experience and one-year of supervisory experience doing the type of work requested in this solicitation. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.
- 11. COMPLETE AGREEMENT:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire Contract and there are no promises or understandings other than those stated herein, and that any prior negotiations between the County and Contractor or terms or conditions of sales set forth in the Contractor's quotation or order or sales acknowledgement shall not constitute a part of the Contract between the County and Contractor concerning this purchase. The term "Contract" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 12. COMPLIANCE:** A submission of a bid shall constitute an incontrovertible representation by a Bidder that the Bidder has complied with every requirement herein, and that without exception the bid is premised upon performing the work required by the Contract Documents with such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 13. COMPLIANCE WITH LAWS:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
- 14. CONDITION:** It is understood and agreed that any item offered or shipped as a result of this solicitation shall be the latest model in current production and shall be of good quality, workmanship and material. All containers shall be suitable for storage or shipment; and all prices shall include standard commercial packaging. By signing the Bid Form the Bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified.
- 15. CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of DeSoto County. Further, all Bidders must disclose the name of any DeSoto County employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidder's firm or any of its branches.
- 16. CHANGE ORDERS:** A Change Order is a written order to the Contractor signed by the County or their authorized agent issued after the execution of the Contract, authorizing a change in the



Project or the method or manner of performance, an adjustment in the Contract Price and/or Completion Date. Each adjustment in the Contract Price resulting from a Change Order shall require a revised Cost Breakdown signed by the County and the Contractor, resulting in the revised Contract Price upon acceptance of the Change Order.

The County shall have the right to make changes in the drawings, design, or specifications if within the general scope of the Contract. All such Changes in the Project Contract Price and/or Completion Date shall be authorized by Change Order issued by the County and will be adjusted accordingly and executed by the County and Contractor before proceeding with any changes in the Contract.

Concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or County furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Price and the Construction Completion Date shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time after the first observance of the conditions.

All documents submitted by the Contractor requiring response from the County which affect the Contractor's approved construction schedule are to be submitted at least 7 calendar days prior to the time needed. This pertains to Submittals, RFIs and Change orders. Within 7 days, the County will respond, approve, reject or request revisions/additional information as appropriate.

The Contractor must submit a request for Change Order for any work outside the contracted scope BEFORE the work is performed. The Contractor may only receive additional payment for work outside the contracted scope if a written Change Order is fully executed by the County prior to the work being performed. Any work performed without an approved Change Order will not be paid for by the County.

The County has assigned the following authority levels for Change Order dollar amounts and Contract Time extensions. The County Administrator or Delegate may approve all Change Orders less than Twenty-Five Thousand dollars (\$25,000.00). All Change Orders which exceed Twenty-Five Thousand dollars (\$25,000.00) require approval by the Board of County Commissioners. In cases where a change order requires board action, the review period is subject to the BOCC schedule.

If there is a dispute between the County and Contractor as to whether an instruction or directive constitutes a change, it is specifically agreed that neither Contractor's performance nor County's direction shall:

- A.** Prejudice either party's rights to claim that such directive does or does not constitute a change.
- B.** Limit the amount, if any, of adjustment in the Contract price called for by such change.
- C.** Serve to determine whether or to what extent the Contractor is entitled to additional time for performance under the Contract.

If any such change caused an increase or decrease in the cost of, or the time required for the performance of any part of the work there under, an equitable adjustment shall be made to the Contract price or performance schedule.

- 17. CONTRACTOR'S OWN FORCES:** No more than seventy-five percent (75%) of the dollar value of the total contract work may be accomplished by subcontractors. Balance of the work must be accomplished by successful Bidder's own forces. Each Bidder must furnish with its Bid Form, a list of the items it proposes to subcontract and the estimated cost of these items.
- 18. DELAYS AND EXTENSION OF TIME:** The Contractor shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc., because of hindrances or delays for any cause whatsoever, but if occasioned by an act of God, or by any act or omission on the part of the County. County's agents or governmental agencies having jurisdiction, such act, hindrance or delay may entitle the Contractor to an extension of time in which to complete the work, which shall be determined by the County, provided that the Contractor will give written notice within two (2) weeks as provided herein of the cause of such act, hindrance, or delay. An extension of Contract Time shall be the Contractor's sole and exclusive remedy for all claims for delay, including delays attributable to breach of Contract or tort. However, the Contract Time will NOT be extended past the completion date stipulated in the County's Grant Agreement, if there is a Grant associated with the Work.

If any emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this solicitation, the County reserves the right to acquire from other sources any products/services during any suspension of delivery.

- 19. DIRECT PURCHASE:** The County reserves the right, at the County's sole option, to utilize the Purchasing Department's direct purchasing ordering system. Direct purchase orders may be issued for applicable supplies and equipment to be utilized in the County's solicitations in order to recover applicable sales tax on these purchase orders.
- 20. DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the DeSoto County Board of County Commissioners shall be final.
- 21. DISQUALIFICATION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If the County believes the Bidder is interested in more than one bid for the work contemplated, all bids in which such Bidder is interested in shall be rejected. If the County believes collusion exists among Bidders, all bids shall be rejected.
- 22. DOCUMENT CONFLICTS:** In the event of inconsistency between the Drawings and Specifications or within either the Drawings or Specifications not clarified by addendum, the better quality or the greater quantity of work shall be provided in accordance with the COUNTY'S interpretation.
- 23. ERROR IN EXTENSION:** If the unit price and the extension price are at variance, the unit price shall prevail.
- 24. E-VERIFY:** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of

this Contract in which the Contractor performs employment duties within Florida. This verification requirement extends to all persons, including subcontractors, utilized, hired, contracted or assigned by the Contractor to perform work pursuant to this Contract.

**25. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** It is the responsibility of each Bidder before submitting a bid to:

- A. Examine the Contract Documents thoroughly,
- B. Visit the site to become more familiar with local conditions that may affect cost, progress or performance of the work,
- C. Consider Federal, State and local Laws and Regulations that may affect cost, progress or performance of the work,
- D. Study and carefully correlate the Bidder's observations with the Contract Documents and,
- E. Notify the County of all conflicts, errors, or discrepancies in the Contract Documents.

Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the County by underground utilities companies or others, and the County does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.

The Contractor shall verify and familiarize themselves with the lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the work and identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or changes in existing structures are to be obtained by the County unless otherwise provided in the Contract Documents.

**26. FAILURE TO PERFORM:** If, during the term of the Contract, the Contractor should refuse or otherwise fail to perform any of its obligations under the Contract, the County reserves the right to:

- A. Obtain the goods or services from another Contractor; and/or
- B. Terminate the Contract; and/or
- C. Suspend the Contractor from bidding for a period of up to 24 months.

**27. INCURRED COST:** DeSoto County is not liable for any cost incurred by the Contractor prior to award. Costs for developing a response to this solicitation are entirely the obligation of the Bidder and shall not be chargeable in any manner to DeSoto County.

**28. INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless the County and all of County's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Contract. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal

defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract. Compliance with any insurance requirements required elsewhere within this Contract shall not relive Contractor of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

- 29. INFORMALITIES AND IRREGULARITIES:** The County has the right to waive minor defects or violations of a bid from exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the bid for the County to properly evaluate the bid, the County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that such concession does not affect the price, quality, quantity, delivery, or performance time of the goods/services being procured.
- 30. INSPECTION:** All goods and services shall be subject to inspection and approval by the County at all reasonable times including inspection during manufacture. Inspection and approval by the County at Contractor's plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by the County shall be promptly repaired or replaced at Contractor's expense. Any and all costs incurred by the County in connection with the return of goods rejected by the County as defective shall be at Contractor's risk and expense.
- 31. INSURANCE:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Contract, insurance coverage provided by a (a) company(s) licensed to conduct business in the State of Florida acceptable to the County with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Special Conditions.
- If any insurance should be cancelled or changed by the insured or expire during the period of its bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the solicitation to maintain continuous coverage during the life of the award.
- 32. LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Bidder will no way be cause for relief from responsibility.
- 33. LICENSE/CERTIFICATIONS:** The successful Contractor will be required to secure, at its expense, the proper occupational license and/or any other license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required prior to bid award. The Bidder shall fully comply with all state and federal laws, County procurement policies, ordinances and regulations in any manner affecting the performance of the work. The Bidder shall provide its occupation license number and expiration date.
- 34. LIENS:** Before the final draw is payable, Contractor must furnish a sworn statement that all sums

due for services, material or labor on the project have been paid in full. If the County receives any Notice to Owner on this Project, then in addition to the requirements set forth above, Contractor shall at the time of each draw furnish a partial waiver of lien from all subcontractors, material or labor providers, and at the time of the final draw shall furnish a final waiver of lien for each such subcontractor, material or labor provider; as a condition precedent to receiving any payment from the County. Contractor shall indemnify the County and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of Contractor under this Contract; or the negligence of the Contractor in the performance of its duties under this Contract, or any act or omission on part of the Contractor, his agents, employees, or servants.

The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Purchasing Officer, to indemnify the County against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the County all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

**35. LIQUIDATED DAMAGES:** For all Contracts, regardless of whether the Contract time is stipulated in calendar days or working days, the County will count default days in calendar days. If the Contractor or, in case of his default, the Surety, fails to complete the work within the time stipulated in the Contract, or within such extra time that the County may have granted the Contractor or, in case of his default, the Surety shall pay to the County, not as a penalty, but as liquidated damages, the following amounts according to Contractor's Bid amount:

- \$50,000.00 - \$100.00 per calendar day.
- \$50,000.00 to \$500,000.00 - \$250.00 per calendar day.
- \$500,000.00 to 1 Million - \$500.00 per calendar day.
- Over 1 Million - \$1,000.00 per calendar day.

The County has the right to apply, as payment on such liquidated damages, any money the County owes the Contractor.

The County does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extension.

In case of default of the Contract and completion of the work by the County, the Contractor and his Surety are liable for the liquidated damages under the Contract, but the County will not charge liquidated damages for any delay in the final completion of the County's performance of the work due to any unreasonable action or delay on the part of the County.

The County considers the Contract complete when the Contractor has completed all work and the County has accepted the work. The County will then release the Contractor from further obligation except as set forth in his bond, if any.

**36. LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein

venue shall lie in Desoto County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The Contractor expressly waives venue in any other location.

- 37. LOCAL PREFERENCE POLICY:** DeSoto County has recently adopted a Local Preference Policy. A brief explanation and Affidavit is included in this Invitation to Bid. This Affidavit must be included in your Bid Packet to claim Local Preference. To review the complete Policy, you can access the information at [www.desotobocc.com/administration/purchasing](http://www.desotobocc.com/administration/purchasing).
- 38. MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.
- 39. NONCONFORMING TERMS AND CONDITIONS:** A bid response that includes terms and conditions that do not conform to the terms and conditions in the solicitation are subject to rejection as nonresponsive. The County reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid response prior to determination by the County of non-responsiveness based on the submission of nonconforming terms and conditions.
- 40. NON-EXCLUSIVE CONTRACT:** Award of this Contract shall impose no obligation on the County to utilize the Contractor for all work of this type, which may develop during the contract period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.
- 41. OPERATION DURING DISPUTE:** In the event the County has not cancelled the Contract in accordance with the terms of the Contract, and there remains a dispute with the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the Court.
- 42. PAYMENT BOND:** In submitting this sealed bid it is understood that the DeSoto County Board of County Commissioners may require a Payment Bond to ensure payments are made to all person supplying labor or material for the completion of work under this Contract.
- 43. PAYMENT TERMS:** Contractor shall prepare and submit to the Board of County Commissioners for approval, invoices for the services rendered under this Contract. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218, Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Contractor for failure to perform the work in accordance with the provisions of this Contract and the County shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons.
- 44. PERFORMANCE BOND:** In submitting this sealed bid it is understood that the DeSoto County Board of County Commissioners may require a Performance Bond to protect the County from any and all losses due to the awarded Contractor's inability to complete the Contract as agreed.

- 45. PERIOD OF OFFER VALIDITY:** Prices quoted must remain firm for a period of ninety (90) days from the bid opening date.
- 46. PERMITS:** The Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of the solicitation. When such charges are normally made by the County and when so stated in the Contract Documents, there will be no charges to the Contractor. The County shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor will also pay all public utility charges.
- 47. PRE-BID MEETING:** If the Contract Documents state the Pre-Bid Meeting is MANDATORY, you must attend this meeting. No Bids will be accepted if you do not attend.
- 48. PUBLIC RECORDS REQUESTS:** If the Contractor [Consultant] has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's [Consultant's] duty to provide public records relating to this Contract, contact the Agency's custodian of public records at the DeSoto County Administration Building, 201 East Oak Street, Arcadia, Florida 34266, (863) 993-4800.
- A.** Contractor [Consultant] must keep and maintain all public records required by the Agency in order to perform services under this Contract.
  - B.** Upon request from the Agency's custodian of public records, Contractor [Consultant] shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - C.** Contractor [Consultant] shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor [Consultant] does not transfer the records to the Agency.
  - D.** Upon completion of the contract, Contractor [Consultant] shall transfer, at no cost, to the Agency all public records in the possession of the Contractor [Consultant], or keep and maintain public records required by the Agency to perform the service under this contract. If the Contractor [Consultant] transfers all public records to the Agency upon completion of the contract, the Contractor [Consultant] shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor [Consultant] keeps and maintains public records upon completion of the contract, the Contractor [Consultant] shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.
- 49. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** This solicitation may be extended to include other governmental agencies provided a cooperative Purchasing Agreement exists. Each political entity will be responsible for the execution of its own requirements with the awarded Contractor.
- 50. RETAINAGE:** The Contract retainage amount with respect to the progress payments shall be 10%

unless otherwise stated in the Contract Documents. The County, at its sole discretion, may allow for a reduction of retainage dependent on work progress and status.

- 51. RIGHT TO AUDIT RECORDS:** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County.
- 52. RIGHT TO REJECT:** The DeSoto County Board of County Commissioners' reserves the right to reject any and all bids not deemed to be in the best interest of the County, or to accept that bid which appears to be the lowest most responsible bid which may not be in the best interest of the County. The County reserves the right to waive any and all informalities or reject any or all bids or any part of any bid. The County also reserves the right to award or eliminate any portion of the bid.
- 53. SAFETY AND PROTECTION:** The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
- A.** All employees on the work site and other persons, who may be affected thereby,
  - B.** All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
  - C.** Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement on roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
  - D.** The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 54. SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
- 55. STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES:** The Bidder is directed to the Florida Public Entity Crime Act 287.133, Florida Statutes, and the County's requirement that the successful Bidder comply with it in all respects prior to and during the term of the Contract.
- 56. SUBMITTALS:** All Submittals, MOT, Project Schedule and any other pertinent information, if required of the project, must be provided by the awarded Contractor at the Project Kick-off Meeting or Notice to Proceed will not be issued. If the awarded Contractor fails to provide this information in a timely manner, the County will consider failure to provide these materials, grounds for Termination by Default.



**57. TRAINING:** If specified, Contractor(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any item(s) purchased from this solicitation.

**58. TERMINATION FOR CONVENIENCE:** The performance of work under the Contract may be terminated by the County in whole or in part whenever the County determines that termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written Notice of Termination at least ten (10) days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontractors; and settle all outstanding liabilities and claims.

**59. TERMINATION FOR DEFAULT:** The County shall be the sole judge of nonperformance, which shall include any failure on the part of the Contractor to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated. Upon default by the Contractor to meet any term of this Contract or related Exhibit, the County will notify the Contractor to advise the County of its plan for corrective action to remedy the default within three (3) days (weekends and holidays excluded). The corrective action plan must be accepted by the County. Failure on the Contractor's part to correct the default within the approved time period shall result in the Contract being terminated and the County, notifying in writing the Contractor of the effective date of the termination. The following shall constitute an act of default:

- Failure to perform the Work required under the Contract and/or within the time required or failing to use the sub-contractors, entities, and personnel as identified and set forth, and to the degree specified in the Contract.
- Failure to begin the Work under this Contract within the time specified.
- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Contract.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Contract.
- Failure to comply with any of the terms of the Contract.
- Failure to pay sub-contractors or others pursuant to Work done under this Contract.

In the event of default, the Contractor shall pay any damages sustained by the County including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the County after costs are claimed and allowed. All documents prepared by the Contractor in connection with this Contract will be the property of the County.

The County Project Manager shall authorize payment to the Contractor, the costs and expenses for Work performed by the Contractor prior to receipt of the notice of termination; however, the County may withhold from amounts due the Contractor such sums as the Administrative Services Director deems to be necessary to protect the County against loss caused by the Contractor because of the default.

- 60. VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from the Contractors personnel which are assigned by a person designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the company.
- 61. WARRANTY CLAUSE:** A warranty is a guarantee of the integrity of a product and of the manufacturers' responsibility for the repair or placement. All manufacturer warranties are to be transferred to the County before final acceptance.
- 62. WORK HOURS:** In accordance with DeSoto County's Noise Ordinance 2011-11 work performed before 7:00 a.m. or after 10:00 p.m. is prohibited unless otherwise approved in advance.

**NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

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## **SPECIAL CONDITIONS**

### **1. INSURANCE REQUIREMENTS:**

#### **A. WORKERS' COMPENSATION:**

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

#### **B. COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:**

Contractor shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x. c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

#### **C. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:**

Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

#### **D. EVIDENCE OF INSURANCE:**

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance, or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event the insurance coverage expires prior to the completion of the project, a renewal

certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

2. The Bidder's timely response under the terms of this Contract is paramount. The unavailability of the low bidder (depending on the urgency of the County's needs) may result in the award/project being authorized for the next low bidder.
3. Upon execution of the Contract and after the Notice to Proceed is issued by the County, the Contractor will begin work within **TEN (10) CALENDAR DAYS** unless otherwise provided. All work shall be complete within **ONE HUNDRED TWENTY (120) CALENDAR DAYS** from the date of the Notice to Proceed with an additional **TWENTY (20) CALENDAR DAYS** to allow time for County inspection and correction of deficiencies if noted for a total of **ONE HUNDRED FORTY (140) CALENDAR DAYS** from the date of the Notice to Proceed.
4. The County may terminate this Contract at its convenience within 10 days advance written notice to the Contractor.
5. It is the responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. Any questions relative to interpretation of requirements, scope of services or bid process shall be addressed in writing as indicated below. No inquiries, if received within seven (7) days of the date set for the opening of bids, will be given consideration. **Oral answers will not be authoritative.**
6. DeSoto County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an additional Insured on both the Commercial General Liability and Commercial Automobile Liability. DeSoto County is to be named insured as DeSoto County Board of County Commissioners. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30 day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage.
7. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department upon Notice of Award, prior to commencement. **For the purpose of identification, when submitting insurance, the bid name and number must be included on the certificate.**

## **8. CONTRACTOR AND COUNTY DEFINED**

As used in these specifications, the term "CONTRACTOR" refers to Seller and the term "COUNTY" refers to Purchaser, as defined in the terms and conditions applicable to this Contract. All person acting for Contractor, such as employees, subcontractors, and agents of the Contractor are included in the meaning of Contractor.

## **9. CONTRACTOR OBLIGATIONS**

Contractor agrees to perform and complete the service described in the Bid Documents in accordance with the work requirements of this Contract and attached exhibits. Contractor shall

furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Contractor are essential to the satisfactory performance of the work. The County may consider lack of competent and capable supervision as grounds to reject a bid or terminate this Contract. An experienced, qualified supervisor should have approximately two years of experience doing the type of work requested in this Bid and one-year of experience supervising crews doing the type of work requested in this Bid. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.

#### **10. ADDITIONAL INFORMATION**

Questions about the Contract and Technical portions of the bid must be submitted in writing to the person listed below. Bidders are cautioned that any statements made by the Contract and technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written addendum to the bid document. To find out whether the County intends to issue an addendum, contact the person listed below. No contract or technical question will be accepted after seven (7) day prior to the date set for bid opening.

Direct Inquiries to: Cindy Talamantez, CPPB, CPPO  
Purchasing Director  
DeSoto County Board of County Commissioners  
201 East Oak Street, Suite 203  
Arcadia, Florida 34266  
863-993-4816 Office  
863-993-4819 Fax  
[c.talamantez@desotobocc.com](mailto:c.talamantez@desotobocc.com)

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**SCOPE OF SERVICES**  
**FISCAL YEAR 23/24 ANNUAL ROAD PAVING & BREWER PARK PAVING PROJECT**  
**BID NO. 24-12-00ITB**

The DeSoto County Engineering Division wishes to receive formal bids from Contractors for the Fiscal Year 23/24 Annual Paving Project and the Walt Brewer Sports Complex (Brewer Park) 2024 Asphalt Paving Project.

**FY 23/24 ANNUAL PAVING SCOPE:**

The Scope of Work includes the following seven (7) sites:

- *Site 1:* NE Childress Avenue  
Approx. Paving Length: 0.51 miles  
Limits: State Road 70 to End of Maintenance
- *Site 2:* NE Forrest Avenue  
Approx. Paving Length: 0.51 miles  
Limits: State Road 70 to End of Maintenance
- *Site 3:* NW Sycamore Street  
Approx. Paving Length: 0.38 miles  
Limits: NW Eucalyptus Avenue to End of Maintenance
- *Site 4:* NW Myrtle Avenue  
Approx. Paving Length: 1.38 miles  
Limits: End of Maintenance to End of Maintenance
- *Site 5:* SW Mariposa Avenue  
Approx. Paving Length: 0.28 miles  
Limits: US Highway 17 to End of Maintenance
- *Site 6:* SE Arthur Street  
Approx. Paving Length: 0.78 miles  
Limits: CR 763 to End of Maintenance
- *Site 7:* SW Dishong Avenue  
Approx. Paving Length: 1.48 miles  
Limits: SW CR 760 to SW CR 661

All sites include maintenance of traffic, milling for transitions, varying depths of asphalt overlay as specified in the project plans and asphalt driveway turnouts. The project includes embankment and sod to be placed to correct drop-offs at the edge of the pavement. These items will be used at locations agreed upon with DeSoto County. The project also includes traffic striping (thermoplastic) where shown in the project plans. NE Childress Avenue (Site 1) and NE Forrest Avenue (Site 2) include work within the State Right-of-Way. An FDOT permit will be obtained by DeSoto County for this work prior to construction. The Contractor must adhere to FDOT requirements for work within their Right-of-Way.

**BREWER PARK PAVING SCOPE:**

The attached plans depict five (5) separate areas of roadway and parking lot paving and six (6) individual patches of the asphalt trail. The County's intention is to complete the trail work and then complete as much of the roadway and parking lot work as possible. The bid schedule includes the quantities needed to complete the trails and Road/Parking areas 1 through 3. Using the unit costs of

the bid, DeSoto County may adjust the quantities, limits or areas in order to maximize the funding without exceeding the budget.

#### **ESTIMATE / BUDGET**

The Engineer's Estimate for the 7 Annual Paving sites is \$989,823.45. The County budget for the FY 23/24 Annual Paving Project is \$1,000,000.00. DeSoto County may adjust the asphalt quantities to stay within the County budget if needed.

The Engineer's Estimate for the Brewer Park Project is \$288,576.97. The County budget for this project is \$250,000.00. If needed, the County will work with the low bidder to adjust project quantities so that the total is within the budget amount.

The basis of award is the lowest responsible, responsive bidder as calculated as a sum of both projects.

#### **COUNTY NOTIFICATION**

The Contractor is required to notify the County at least two (2) County business days prior to all work days. All work is to be performed between 8:00AM and 5:00PM, Monday through Friday and on non-County holidays.

#### **TIME FRAME:**

All work shall be complete within 120 calendar days of the Notice to Proceed. The total contract will be for 140 calendar days which will allow time for County inspection and correction of deficiencies if noted.

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**TECHNICAL SPECIFICATIONS & CONDITIONS**  
**FISCAL YEAR 23/24 ANNUAL ROAD PAVING & BREWER PARK PAVING PROJECT**  
**BID NO. 24-12-00ITB**

**TS-01 MOBILIZATION/DEMobilIZATION:**

**A. GENERAL:**

Mobilization/Demobilization shall conform to the provisions of the FDOT Standard Specifications for Road and Bridge Construction (FDOT Specifications; Current Edition), Section 101, except as modified or amended herein. The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, sanitary facilities, supplies and incidentals to the project site, and for the establishment of on-site and off-site storage areas and other facilities as required by these specifications, State and Local laws and regulations. The costs of bonds, any required insurance, and any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this section.

**B. BASIS OF PAYMENT:**

Payment for Mobilization/Demobilization shall be made under:

1. **Bid Item 1.1** – MOBILIZATION – Lump Sum (LS)
2. **Bid Item B1** – MOBILIZATION – Lump Sum (LS)

**TS-02 MAINTENANCE OF TRAFFIC:**

**A. GENERAL:**

The work in this section consists of maintaining traffic in the construction area to include all message boards, barricades, signing and flagging, and dust abatement. All Maintenance of Traffic (MOT) work shall conform to the applicable provisions of the Manual on Uniform Traffic Control Devices (MUTCD), FDOT Standard Specifications for Road and Bridge Construction – Section 102 (Current Edition) and the FDOT Standard Plans for Road Construction (Current Edition), except as modified or amended herein.

All roads shall be kept open to traffic during construction. The Contractor shall keep all State, County and Private Roads clean and safe at all times.

The Contractor shall repair any pavement markings damaged on any traveled road with the same material that existed prior to construction, as determined by the County. Any clean-up on traveled roads, or pavement marking repairs, shall be incidental to the MOT Bid Item.

Temporary detours of traffic and road closures shall not be permitted. Temporary signs are permitted as long as they are in conformance with the MUTCD.

The Contractor will not be permitted to isolate residences or businesses. Night work will not be allowed. The Contractor shall provide and maintain safe temporary approaches or crossings for intersections with roads, streets and trails, and entrances to businesses, parking lots, and residences.



Failure to comply with the requirements of this section will result in a demand for immediate cessation of all operations. Operations may not resume until County authorization has been provided.

**B. TRAFFIC PLAN:**

The Contractor shall submit a site specific MOT Plan at the Pre-construction Conference. Written approval of Plans must be granted prior to placement of MOT. Should the Contractor propose a modification to the approved MOT Plan, the modification must be submitted to the County a minimum of 10 days prior to construction for approval. The MOT Plan shall be prepared in accordance with FDOT Standard Plans for Road Construction (Current Edition).

When flashing arrow boards, variable message signs, portable traffic signals, or other special lighting devices are required in the Contractor's MOT Plan, as approved by the County; the costs for such items shall be included in the contract price for MOT and shall not be paid separately.

**C. TRAFFIC CONTROL DEVICES & PROCEDURES:**

The person who prepares the MOT Plan must have successfully completed the FDOT approved Training Course for Intermediate or higher – Work Zone Traffic Control. All flaggers must have successfully completed the FDOT approved Training Course for Basic – Work Zone Traffic Control and MOT. The Contractor shall provide a Traffic Technician, in lieu of a Worksite Traffic Supervisor, equipped with a vehicle and an adequate supply of signs, barricades, cones, stop/slow paddles, and flags for each operation. The Traffic Technician will be required to establish the proper work zone safety signage, traffic channelization devices, detours, and manned flagging positions, before any work begins and he must remain on site to supervise the operation and make any adjustments necessary, as directed by the County. All signing, channelization, or other traffic control operations will be in strict conformance with the approved MOT, MUTCD, and FDOT Specifications, Section 102.

**D. METHOD OF MEASUREMENT:**

The quantity for Maintenance of Traffic shall be one Lump Sum paid proportionately throughout the project. Maintenance of Traffic shall include all items, devices, materials, operations and all work as described herein, and as specified in FDOT Standard Specifications for Road and Bridge Construction – Section 102 (Current Edition).

**E. BASIS OF PAYMENT:**

Payment for Maintenance of Traffic shall be made under:

1. **Bid Item 2.1** – MAINTENANCE OF TRAFFIC – Lump Sum (LS)
2. **Bid Item B2** – MAINTENANCE OF TRAFFIC – Lump Sum (LS)

**TS-03 ASPHALTIC CONCRETE SURFACE COURSE**

**A. GENERAL:**

**SCOPE:** The work consists of the application of asphaltic concrete surface course which shall be composed of a mixture of (1) aggregate, (2) mineral filler, if necessary to produce

the desired stability hereinafter described, and (3) asphalt cement. The surface course shall be properly laid upon a prepared base in accordance with these specifications and Sections 331, 332 and 333 of the FDOT Specifications (2004 Edition), and in conformity with the lines, grades, thickness and typical cross section shown on the plans. This work shall include the conditioning of the existing surface or base.

**RELATED TECHNICAL SPECIFICATIONS:** FDOT Specifications shall mean the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (2004 Edition) unless specifically noted otherwise.

**QUALITY ASSURANCE:** Asphalt extraction gradation shall be tested from grab samples collected once every 1800 square yards of asphalt delivered to the site, or a minimum of once per day.

## **B. PRODUCTS:**

**ASPHALT MIXES:** Asphalt types shall be as specified in the plans and specifications. Only Types S-I, II, III and approved skid resistant types as described in Section 337, FDOT Specifications (2004 Edition), will be acceptable. For type II, however, the minimum stability shall be seven hundred and fifty (750) psi as determined by the Marshall Design Method. The flow shall be between 0.08 and 0.15 inches.

## **C. EXECUTION:**

- 1. GENERAL:** The Contractor shall be responsible for temporary restoration of all roadway cuts and for maintaining all cuts in a drivable condition prior to final restoration. All settled areas shall be immediately refilled by the Contractor.

The Contractor shall be responsible for timely restoration, as determined by the County.

The Contractor shall give a written notice to the engineer at least 72 hours prior to commencement of resurfacing. If resurfacing will not be accomplished as a single operation, then individual notices shall be given for each section to be resurfaced.

The Contractor shall be responsible for the integrity of the Pavement Restoration for a minimum period of one year following the acceptance of the project.

- 2. SECONDARY ROAD CROSSINGS:** Secondary road crossings which are open cut in areas where resurfacing is required shall be restored with a minimum of 12 inches of compacted limerock or shell base material or 8 inches of flowable fill when not prohibited by FDOT specifications.

Secondary road crossings made in unpaved and/or unsurfaced areas are to be restored in accordance with the details shown on the plans. Sufficient amount of approved material to be distributed on the roadway to provide a condition equal or greater than the condition of the road which existed prior to the commencement of construction.

- 3. COMPACTION AND TESTING:** State, County and private road crossings which are open cut shall be compacted and tested as described herein.

Backfill below the road base material shall be compacted as shown on the Contract

Plans for trench restoration and subgrade.

4. **APPROVALS:** the work under this specification will not be considered complete or satisfactory until approved by the County as well as the applicable governmental agency.
5. **CONSTRUCTION METHODS:** The mixture shall be spread only when the surface previously prepared is intact, firm properly cured and dried. Unless otherwise directed the following requirements shall also apply:

The spread shall occur only when the air temperature in the shade and away from artificial heat is above forty (40 F.) degrees Fahrenheit and rising. When the temperature in the shade and away from artificial heat is between forty (40 F.) degrees and sixty (60 F.) degrees Fahrenheit, the mixture shall be spread only when conditions are suitable.

The mixture shall be delivered on the road in ample time to permit the spreading, rolling and surface testing during daylight hours. The mixture shall be compacted to a minimum of ninety-five (95%) percent of the County's required compacted density.

The temperature of the mixture at the time of spreading shall be within thirty (30 F.) degrees Fahrenheit of the temperature set by the County for this stage of the operation. Temperatures thus set by the County shall be between two hundred fifty (250 F.) degrees Fahrenheit and three hundred and forty (340 F.).

Depressions which may develop after the initial rolling shall be remedied by loosening or removing the mixture laid and by adding new material to bring such depressions to a true surface. Such portions of the completed course that are defective in surface, compression or composition, or that do not comply with the requirements of these specifications, shall be taken up and replaced with suitable mixture properly laid in accordance with these specifications. All replacement work due to unsatisfactory surface course shall be performed at the Contractor's expense.

Joints to existing driveways, side streets, sidewalks, curbs and other permanent surfaces shall be made in a manner that results in a smooth transition to the existing surface while maintaining the minimum required thickness of asphalt. This is to be accomplished by milling or saw cutting as required, or in an alternative manner approved by the County. All milling shall be in accordance with FDOT Pay Item No. 327-70-1 and the FDOT's Standard Specifications for Road and Bridge Construction (Current Edition).

Refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction current edition unless specifically noted otherwise.

6. **FINISHED SURFACE REQUIREMENTS:** For the purpose of testing the finished surface, the Contractor shall provide a fifteen (15') foot straight edge and a standard template cut to the true cross section of the road. These shall be available at all times during construction so that the County may check the finished surface. Vertical measurements from a string line between curbs to determine crown may be accepted as an alternate. The finished surface shall be such that it will not vary more than one-fourth (1/4") inch from the fifteen (15') foot straight edge applied parallel to the centerline of the pavement. Any irregularity of the surface exceeding the above limits

shall be corrected.

- 7. TESTS:** If deficiencies of the finished asphalt product are observed at any point during or following construction, any or all of the following test may be required by the County:
- a. Determination of the job-mix formula.
  - b. Tests of the asphalt cement.
  - c. Sieve analysis of the aggregate.
  - d. Determination of the bitumen content of the asphaltic concrete.
  - e. Determination of density of finished asphaltic concrete pavement.
  - f. Determination of stability of finished asphaltic concrete pavement.
  - g. Plant inspection and verification of aggregate mix.

Any of the above tests as required by the County shall be paid for by the Contractor, including any retests.

**D. METHOD OF MEASUREMENT:**

The quantity of Asphaltic Concrete shall be measured by the square yard in place at the thickness required in the plan set.

The quantity of Milling is lump sum item for all locations as noted in the plans.

**E. BASIS OF PAYMENT:**

The quantity, as determined above, shall include all cleaning and preparing of surfaces including but not limited to prime and tack coat for base courses, furnishing of all materials, the applications, curing and protection of all items, the furnishing of all tools, machines and equipment, and all incidental costs specified for Asphaltic Concrete Surface Course, as being covered under this section shall be paid accordingly. Payment for Asphaltic Concrete Surface Course is made under:

1. **Bid Item 3.1** – MILLING – Lump Sum (LS)
2. **Bid Item 4.1** – ASPHALT TYPE S-3 – 1.25-INCH AVERAGE (NE CHILDRESS AVENUE) – Per Ton (TN)
3. **Bid Item 4.2** – ASPHALT TYPE S-3 – 1.25-INCH AVERAGE (NE FORREST AVENUE) – Per Ton (TN)
4. **Bid Item 4.3** – ASPHALT TYPE S-3 – 2-INCH AVERAGE (NW SYCAMORE STREET) – Per Ton (TN)
5. **Bid Item 4.4A** – ASPHALT TYPE S-3 – 1.5-INCH AVERAGE (NW MYRTLE AVENUE NORTH OF NW PINE HURST DRIVE) – Per Ton (TN)
6. **Bid Item 4.4B** – ASPHALT TYPE S-3 – 2-INCH AVERAGE (NW MYRTLE AVENUE - NW PINE HURST DRIVE INTERSECTION AND SOUTH) – Per Ton (TN)
7. **Bid Item 4.5** – ASPHALT TYPE S-3 – 1-INCH AVERAGE (SW MARIPOSA DRIVE) – Per Ton (TN)
8. **Bid Item 4.6** – ASPHALT TYPE S-3 – 1.25-INCH AVERAGE (SE ARTHUR STREET)

- Per Ton (TN)
- 9. **Bid Item 4.7** – ASPHALT TYPE S-3 – 2-INCH AVERAGE (SW DISHONG AVENUE)  
– Per Ton (TN)
- 10. **Bid Item B4** – ASPHALT TYPE S-1 – (2.0-INCH THICK – ONE LIFT) (AREAS 1 THROUGH 3) – Per Ton (TN)
- 11. **Bid Item B5** – SPEED BUMP – REMOVE AND REPLACE (INCLUDES TRAFFIC PAINT) – Per Each (EA)
- 12. **Bid Item B7** – ASPHALT TYPE S-1 – (1.5-INCH THICK – ONE LIFT) (TRAIL PATCHES) – Per Ton (TN)
- 13. **Bid Item B8** – 18-INCH WIDE BUTT MILL – Per Linear Feet (LF)

## **TS-04 PRIME AND TACK COAT FOR BASE COURSES**

### **A. GENERAL:**

1. **SCOPE:** This section includes applying bituminous material on a previously prepared base in accordance with these specifications and in conformity with the lines, grades, dimensions, and notes shown on the plans and in accordance with Section 300 of the Florida Department of Transportation Standard Specification for Road and Bridge Construction (2004 Edition), or as amended hereinafter. Prime/Tack shall be installed to all base material prior to Asphalt. Tack Coat shall be installed between all layers of Asphalt (existing and new).

### **B. PRODUCTS:**

1. **MATERIALS:** For the prime and tack cost, any one of the following types or grades or prime and tack materials may be used at the option of the Contractor unless a particular type and grade are called for on the plans:
  - a. **PRIME COAT.**
    - (1) Cutback Asphalt, Grade RC-70 or RC-250.
    - (2) Emulsified Asphalt, Grade RS-2, SS-1, SS-1H or Special MS.
  - b. **TACK COAT.**
    - (1) Emulsified Asphalt, Grade S, RS-2, AE-90, SS-1, SS-1H or Special MS.

### **C. EXECUTION:**

1. **EQUIPMENT:** This work may be performed with any machines, combination of machines, or equipment that will produce the specified results.
2. **CLEANING THE BASE:** Before any bituminous material is applied, all loose material, dust, caked clay, and foreign materials which might prevent proper bond with existing surface shall be removed. Particular care shall be taken to clean the outer edges of the strip to be treated in order to insure that the tack cost will adhere. Where the prime tack coat is applied adjacent to curb and gutter or valley gutter, such concrete surfaces are to be protected and kept free of bituminous material.
3. **WEATHER LIMITATIONS:** No bituminous material shall be applied when the

temperature of the air is less than forty (40 F) degrees Fahrenheit in the shade, or when the weather conditions or the condition of the existing surface is unsuitable.

No bituminous material or concrete is to be placed during inclement weather such as rain.

**4. APPLICATION OF PRIME COAT:** The surface to be primed shall be clean and contain optimum moisture. For limerock bases, the glazed finish shall have been removed as specified. The temperature of the prime material shall be between one hundred (100 F.) degrees Fahrenheit and one hundred and fifty (150 F.) degrees Fahrenheit. The exact temperature shall be such as will insure uniform distribution. The material shall be applied by means of a pressure distributor. The amount of bituminous material applied shall be at the rate of approximately 0.10 to 0.25 gallons per square yard, dependent upon the type of base material. The rate of application shall be sufficient so as to coat the surface thoroughly and uniformly without having any excess to form pools or to flow off the base. A light, uniform application of clean sand shall be applied prior to opening the primed base to traffic. To cure the prime coat in such cases, the sand shall be rolled with a traffic roller in conjunction with traffic. If warranted by traffic conditions, the application shall be made only on one-half ( $\frac{1}{2}$ ) of the width of the base at one time, care being taken to secure the correct amount of bituminous material at the joint. The base shall be sufficiently moist in order to obtain maximum penetration of the asphalt.

**5. APPLICATION OF TACK COAT:** Where a bituminous surface is to be laid and a tack coat is required, both shall be applied as herein specified. On newly constructed base courses, the application of the tack coat (when one is required by engineer) shall follow the application of the prime coat, immediately before the wearing surface is applied. In general, a tack coat will not be required on primed bases, except in areas which have become excessively dirty and cannot be cleaned, or in areas where the prime has cured and lost bonding effect. The tack coat shall be applied with a pressure distributor. The bituminous material shall be heated to a suitable consistency as designated. The bituminous material shall be applied only in the amount necessary to bond the wearing surface to the base. The rate of application shall be between 0.02 and 0.08 gallons per square yard. The exact rate shall be designated by the engineer. The tack coat shall be applied sufficiently in advance of the wearing surface to permit drying. However, it shall not be applied so far in advance or over such an area as to lose its adhesiveness as a result of being covered with dust or other foreign material. The tack coat shall be kept free from traffic until the wearing surface is laid.

#### **D. BASIS OF MEASUREMENT AND PAYMENT:**

Work under this Section shall be considered as incidental to construction and no additional payment shall be made for the work or materials specified herein.

### **TS-05 EARTHWORK AND GRADING:**

#### **A. GENERAL:**

**1. SCOPE:** The work included under this specification shall include furnishing all labor, tools, material and equipment to form existing base to grade the site to the lines and grade shown on the Plans and treatment of existing vegetation with herbicide and

vegetation removal.

**B. PRODUCTS:**

1. **MATERIALS:** If the Contractor performs the finished grading, any supplemental base material needed to conform to the plan grades will be supplied by the County and stock piled onsite.

**C. EXECUTION:**

1. The base shall be smoothed parallel to the proposed finished grades and elevations specified on the Plans. Vegetation on the existing base shall receive herbicide treatment and be removed.

**D. BASIS OF MEASUREMENT AND PAYMENT:**

Work under this Section shall be measure by the Square Yard.

**E. BASIS OF PAYMENT:**

The quantity, as determined above, shall include the grading of the existing base and any additional base supplied by DeSoto County to the grades and lines as shown in the Plans. Work also includes herbicide treatment of existing vegetation that has grown over the existing base and removal of said vegetation:

1. **Bid Item B3** – GRADING EXISTING MILLINGS/BASE MATERIAL (AREAS 1 THROUGH 3) – Per Square Yard (SY)

**TS-06 ROAD BASE, SUB-BASE AND EMBANKMENT**

**A. GENERAL:**

The work specified in this Section consists of construction of base course, sub-base courses and embankment material. Base and sub-base shall be consistent with FDOT Pay Item 285-706 Current Ed. (Optional Base Group 6). Embankment shall be consistent with FDOR Pay Item 120-6 Current Ed. All work shall conform to the FDOT Standard Specifications for Road and Bridge Construction (Current Edition).

**B. METHOD OF MEASUREMENT:**

The County will measure the quantity of Optional Base Group 6 and embankment installed, compacted in place:

1. Shell Road Base is measured in Cubic Yard installed, compacted, in-place.
2. Embankment is measured in Cubic Yard, installed, compacted, in-place.

**C. BASIS OF PAYMENT:**

The quantity, as determined above, shall include all preparation, placement of material compacted, grading and prep for surface courses in accordance with the Plan Set and FDOT Standard Specifications for Road and Bridge Construction (Current Edition).

1. **Bid Item 5.1** – SHELL ROAD BASE (LBR 100) – Per Cubic Yard (CY)
2. **Bid Item 5.2** – EMBANKMENT FOR DROP-OFF CORRECTION – Per Cubic Yard

(CY)

3. **Bid Item B6** – EXCAVATE 12-INCH EXISTING TRAIL BASE / ROOTS AND REPLACE WITH 12-INCH SHELL MATERIAL TO 6" OUTSIDE TRAIL LIMITS – Per Square Yard (SY)
4. **Bid Item B16** – EMBANKMENT FOR DROP-OFF CORRECTION – Per Cubic Yard (CY)

**TS-07 SOD**

**A. GENERAL:**

The work specified in this Section consists of sod as required by the plan set and as necessary to restore any areas damaged by the Contractor. All work under this scope shall be consistent with FDOT Pay Item 570-1-2 - Performance Turf- Sod. All work shall conform to the FDOT Standard Specifications for Road and Bridge Construction (Current Edition). All sod shall be Bahia.

**B. METHOD OF MEASUREMENT:**

The County will measure the area of sod in-place:

1. Sod will be measured as the square yardage in place.
2. Any areas disturbed by the contractor which are not required to be sodded to accommodate the proposed improvements shall be sodded at the expense of the Contractor. No additional compensation will be given for restoration of damaged areas.

**C. BASIS OF PAYMENT:**

1. **Bid Item 6.1** – SOD – Per Square Yard (SY)
2. **Bid Item B** – SOD – Per Square Yard (SY)

**TS-08 SIGNING AND PAVEMENT MARKINGS**

**A. GENERAL:**

This work shall consist of all labor, materials, equipment and supervision necessary to layout and install all pavement markings. All work shall be in accordance with FDOT Specifications Section 711 for Thermoplastic Pavement Markings and Section 710 for Painted Pavement Markings as required by Plans, FDOT Standards and the Manual on Uniform Traffic Control Devices (MUTCD) as determined by the County Inspector. The Contractor shall conform to FDOT Standard Plans for Road and Bridge Construction for Pavement Striping.

The painting over unacceptable or incorrect striping will not be accepted or allowed. Once the obliteration of unacceptable or incorrect striping has been accepted by the County, the Contractor shall place the correct striping and/or marking.

**B. METHOD OF MEASUREMENT:**

The County will measure the quantity of Traffic Striping and Markings once the final striping and marking is complete for a roadway. The quantity to be paid under this section



shall be as follows:

1. The net length, in linear feet, of each of the various types of painted line, stripe and bands authorized, completed and acceptable applied.

### **C. BASIS OF PAYMENT:**

The quantity, as determined above, shall include all cleaning and preparing of surfaces, furnishing of all materials, the applications, curing and protection of all items, the furnishing of all tools, machines and equipment, and all incidental costs specified for Signing & Pavement Markings, as being covered under this section shall be paid accordingly. Payment for Signing & Pavement Markings is made under:

1. **Bid Item 7.1** – STRIPING – 6-INCH WHITE EDGELINE (THERMOPLASTIC) – Per Linear Foot (LF)
2. **Bid Item 7.2** – STRIPING – 6-INCH SOLID YELLOW (THERMOPLASTIC) – Per Linear Foot (LF)
3. **Bid Item 7.3** – STRIPING – 6-INCH YELLOW SKIP STRIPE (30-10) (THERMOPLASTIC) – Per Gross Mile (GM)
4. **Bid Item 7.4** – STRIPING – 24-INCH WHITE STOP BAR (THERMOPLASTIC) – Per Linear Foot (LF)
5. **Bid Item 7.5** – RAISED PAVEMENT MARKERS – Per Each (EA)
6. **Bid Item B11** – STRIPING – 6-INCH WHITE PARKING LOT STRIPING (HIGH-BUILD WATER-BOURNE TRAFFIC PAINT – 20 WET MILS MINIMUM) – Per Linear Foot (LF)
7. **Bid Item B12** – STRIPING – 6-INCH BLUE ADA PARKING LOT STRIPING (HIGH-BUILD WATER-BOURNE TRAFFIC PAINT – 20 WET MILS MINIMUM) – Per Linear Foot (LF)
8. **Bid Item B13** – STRIPING – 24-INCH WHITE STOP BAR (HIGH-BUILD WATER-BOURNE TRAFFIC PAINT – 20 WET MILS MINIMUM) – Per Linear Foot (LF)
9. **Bid Item B14** – PARKING MARKING – ADA PARKING SYMBOL (HIGH-BUILD WATER-BOURNE TRAFFIC PAINT – 20 WET MILS MINIMUM) – Per Each (EA)
10. **Bid Item B15** – STOP SIGN – Per Assembly (AS)

## **TS-09 EROSION AND SEDIMENT CONTROL**

### **A. GENERAL:**

The work specified in this Section consists of the required erosion and sediment control devices as needed to prevent erosion from the construction area for entering offsite properties, culvert pipes, wetlands/surface waters and other environmentally sensitive areas. All work under this scope shall be consistent with FDOT Pay Item 104-10-3 - Sediment Barriers. All work shall conform to the FDOT Standard Specifications for Road and Bridge Construction (Current Edition).

The Plan Set shows required erosion and sediment control devices to be implemented

throughout the job. It is the responsibility of the Contractor to ensure that sediment is not transported from the job site to the areas listed above. Additional erosion and sediment control devices maybe required to prevent sediment from leaving the work area and where necessary, shall be installed by the Contract at no additional cost to the County.

All erosion and sediment control devices must be in place and inspected by the County before beginning construction. Throughout construction, the Contractor shall regularly inspect the erosion and sediment control devices and repair/replace and deficiencies. All erosion control devised shall remain in good repair throughout the construction project until their removal is agreed upon by the County once they are no longer needed.

**B. METHOD OF MEASURMENT AND PAYMENT:**

Work under this Section shall be considered as incidental to construction and no additional payment shall be made for the work or materials specified herein.

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**BID PROPOSAL FORM**  
**FISCAL YEAR 23/24 ANNUAL ROAD PAVING & BREWER PARK PAVING PROJECT**  
**BID NO. 24-12-00ITB**

Proposal of Excavation Point Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida doing business as Corporation\*, to the DeSoto County Board of County Commissioners (hereinafter called "COUNTY").

In compliance with your Advertisement for BIDS, BIDDER hereby proposed to perform all WORK for the Fiscal Year 23/24 Annual Road Paving Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the process stated in the BID SCHEDULE.

By permission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto, certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within One Hundred Forty (140) consecutive calendar days thereafter.

BIDDER acknowledges receipt of the following ADDENDA:

Number   1  , dated March 20, 2024

Number           , dated                   

Number           , dated                   

Number           , dated                   

Number           , dated                   

Number           , dated                   

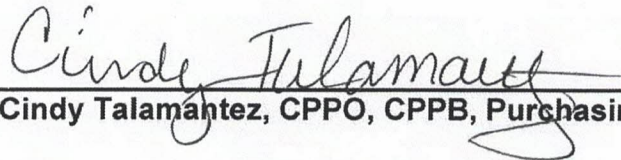
\*Insert "a corporation", "a partnership", or "an individual" as applicable.

***This official Bid Form must be completed and used in submitting a Bid.  
The Board reserves the right to accept or reject all Bids, or any parts thereof.***




**DESOTO COUNTY**  
**FY 2023/24 ANNUAL ROAD PAVING & BREWER PARK PAVING PROJECT**  
**Project No. 24-12-00ITB**  
**ADDENDUM #1**

**Addendum # 1 dated this 20<sup>th</sup> day of March 2024.**

  
Cindy Talamantez, CPPO, CPPB, Purchasing Director

**Bidders receipt of Addendum # 1 by:**

**Signature:** 

**Company:** Excavation Point Inc. - Tal J. Rancourt President

**Date:** April 4, 2024

BID FORM						
FY 23/24 ANNUAL ROAD PAVING & BREWER PARK PAVING PROJECT						
BID NO. 24-12-00ITB						
SUMMARY OF PAY ITEMS						
Line No.	Pay Item	Description/Note	Unit	Quantity	Unit Price	Extended Price
1	1.1	Mobilization	LS	1	60,230.00	\$ 60,230.00
2	2.1	Maintenance of Traffic	LS	1	20,000.00	\$ 20,000.00
3	3.1	Milling	LS	1	30,650.00	\$ 30,650.00
4	4.1	Asphalt Type S-3 1.25-inch Average (Site 1: NE Childress Avenue)	TN	435	156.43	\$ 68,047.05
5	4.2	Asphalt Type S-3 1.25-inch Average (Site 2: NE Forrest Avenue)	TN	439	156.43	\$ 68,672.77
6	4.3	Asphalt Type S-3 1.75-inch Average (Site 3: NW Sycamore Street)	TN	456	156.43	\$ 71,332.08
7	4.4A	Asphalt Type S-3 1.25-inch Average (Site 4: NW Myrtle Avenue north of NW Pine Hurst Drive)	TN	298	156.43	\$ 46,616.14
8	4.4B	Asphalt Type S-3 1.75-inch Average (Site 4: NW Myrtle Avenue - NW Pine Hurst Drive Intersection and South)	TN	1,281	156.43	\$ 200,386.83
9	4.5	Asphalt Type S-3 1-inch Average (Site 5: SW Mariposa Drive)	TN	163	156.43	\$ 25,498.09
10	4.6	Asphalt Type S-3 1.25-inch Average (Site 6: SE Arthur Street)	TN	531	156.43	\$ 83,064.33
11	4.7	Asphalt Type S-3 2-inch Average (Site 7: SW Dishong Avenue)	TN	2,128	156.43	\$ 332,883.04
12	5.1	Shell Road Base (LBR 100)	CY	50	100.00	\$ 5,000.00
13	5.2	Embankment for Drop-Off Correction	CY	350	75.00	\$ 26,250.00
14	6.1	Sod	SY	7,000	6.30	\$ 44,100.00
15	7.1	Striping - 6-inch White Edgeline (Thermoplastic)	LF	15,468	1.43	\$ 22,119.24
16	7.2	Striping - 6-inch Solid Yellow (Thermoplastic)	LF	11,486	1.43	\$ 16,424.98
17	7.3	Striping - 6-inch Yellow Skip Stripe (30-10) (Thermoplastic)	GM	0.46	1,875.00	\$ 862.50
18	7.4	Striping - 24-inch White Stop Bar (Thermoplastic)	LF	166	17.22	\$ 2,858.52
19	7.5	Raised Pavement Markers	EA	12	7.50	\$ 90.00
ANNUAL ROAD PAVING PROJECT BID TOTAL						\$ 1,125,085.57



BID FORM (cont'd)						
FY 23/24 ANNUAL ROAD PAVING & BREWER PARK PAVING PROJECT						
BID NO. 24-12-00ITB						
SUMMARY OF PAY ITEMS						
Line No.	Pay Item	Description/Note	Unit	Quantity	Unit Price	Extended Price
1	B1	Mobilization	LS	1	23,515.00	\$ 23,515.00
2	B2	Maintenance of Traffic	LS	1	7,500.00	\$ 7,500.00
3	B3	Grading Existing Millings/Base Material (Areas 1 through 3)	SY	7,859	2.55	\$ 20,040.45
4	B4	Asphalt Type S-1 (2-inch Thick-One Lift) (Areas 1 through 3)	TN	928	156.00	\$ 144,768.00
5	B5	Speed Bump - Remove and Replace (Includes Traffic Paint)	EA	3	1,500.00	\$ 4,500.00
6	B6	Excavate 12-inch Existing Trail Base / Roots and Replace with 12-inch Shell Material to 6" Outside Trail Limits	SY	182	75.00	\$ 13,650.00
7	B7	Asphalt Type S-1 (1.5-inch Thick-One Lift) (Trail Patches)	TN	172	156.00	\$ 26,832.00
8	B8	18-inch Wide Butt Mill	LF	56	25.00	\$ 1,400.00
9	B9	Remove and Reset Existing Wheel Stop	EA	53	100.00	\$ 5,300.00
10	B10	New Wheel Stop (Includes Remove and Dispose of Existing Broken Wheel Stop)	EA	53	150.00	\$ 7,950.00
11	B11	Striping - 6-inch White Parking Lot Striping (High-Build Water-Bourne Traffic Paint - 20 wet mils min.)	LF	2,228	4.80	\$ 10,694.40
12	B12	Striping - 6-inch Blue ADA Parking Lot Striping (High-Build Water-Bourne Traffic Paint - 20 wet mils min.)	LF	144	6.40	\$ 921.60
13	B13	Striping - 24-inch White Stop Bar (High-Build Water-Bourne Traffic Paint - 20 wet mils min.)	LF	90	15.00	\$ 1,350.00
14	B14	Paving Marking - ADA Parking Symbol (High-Build Water-Bourne Traffic Paint - 20 wet mils min.)	EA	4	150.00	\$ 600.00
15	B15	Stop Sign	AS	5	975.00	\$ 4,875.00
16	B16	Embankment for Drop-Off Correction	CY	100	75.00	\$ 7,500.00
17	B17	Sod	SY	1,600	6.30	\$ 10,080.00
<b>BREWER PARK PAVING PROJECT BID TOTAL</b>						<b>\$ 291,476.45</b>
<b>COMBINED BID TOTAL</b>						<b>\$ 1,416,562.02</b>

**Annual Paving Scope Bid – Write Out Amount:**

One Million One Hundred Twenty-Five Thousand Eighty-Five Dollars and Fifty-Seven Cents

**Brewer Park Paving Scope Bid – Write Out Amount:**

Two Hundred Ninety-One Thousand Four Hundred Seventy-Six Dollars and Forty-Five Cents

**GRAND TOTAL – Write Out Amount:**

One Million Four Hundred Sixteen Thousand Five Hundred Sixty-Two Dollars and Two Cents

Company Name: Excavation Point Inc.

Address: 7944 S. George Blvd Sebring FL 33875

Phone: (863) 471-1997      Fax: (863) 386-1997

Email: [mail@excavationpoint.com](mailto:mail@excavationpoint.com)

Signature: \_\_\_\_\_

  
Tal J. Rancourt, President

04/04/24

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## QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**  
ADDRESS: **201 E. OAK STREET, SUITE 203**  
**ARCADIA, FLORIDA 34266**

### CIRCLE ONE

SUBMITTED BY: Tal Rancourt

**Corporation**

NAME: Excavation Point Inc.

Partnership

ADDRESS: 7944 S George Blvd Sebring FL 33875

Individual

PRINCIPAL OFFICE: 7944 S George Blvd Sebring FL 33875

Joint Venture

Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: Excavation Point Inc.

The address of the principal place of business is: 7944 S George Blvd Sebring Florida 33875

2. If the Offeror is a corporation, answer the following:

a. Date of Incorporation: November 11, 1991

b. State of Incorporation: Florida

c. President's name: Tal J. Rancourt

d. Vice President's name: Brianna R. Asbury and Erielle G. Rancourt

e. Secretary's name: Tal J. Rancourt and Darlene M. Rancourt

f. Treasurer: Darlene M. Rancourt

g. Name and address of Resident Agent: Tal J. Rancourt

7944 S George Blvd Sebring Florida 33875



3. If Offeror is an individual or a partnership, answer the following: **NOT APPLICABLE**

- a. Date of organization: \_\_\_\_\_
- b. Name, address and ownership units of all partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. State whether general or limited partnership: \_\_\_\_\_

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals: **NOT APPLICABLE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

32 Years

- a. Under what other former names has your organization operated?

**NOT APPLICABLE**

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

State of Florida License #CUC1225279

8. Have you personally inspected the site of the proposed work?

Yes   x        No \_\_\_\_\_

9. Did you attend the Pre-Proposal Conference?

Yes   x        No \_\_\_\_\_

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?  
NO

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.  
NO

12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
City of Avon Park	Dave Roberts	110 East Main Street Avon Park, FL 33825	Email droberts@avonpark.city
			Telephone 863-452-4400
City of Sebring	Scott Noethlich	368 S Commerce Ave Sebring, FL 33870	Email scottnoethlich@mysebring.com
			Telephone 863-471-5100
Highlands County Eng Dept	JD Langford	505 S Commerce Ave Sebring, FL 33870	Email jdlangford@highlandsfl.gov
			Telephone 863-402-6877

13. List the pertinent experience of the key individual of your organization (continue insert sheet, if necessary).

Tal J. Rancourt – President/Supervisor

Been in Site Development Industry Since 1985

Ran Own Site Development Company, Excavation Point Inc, Since 1991

Held State of Florida License Since 1994

14. State the name of the individual who will have personal supervision of the services:

Tal Rancourt and/or Donald Dewey

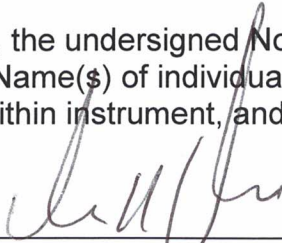
THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.



SIGNATURE – Tal J. Rancourt, President

State of Florida  
County of Highlands

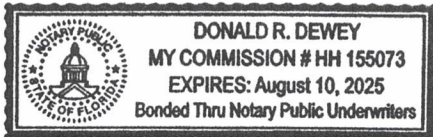
On this the 4 day of April, 2024, before me, the undersigned Notary Public of the State of Florida, personally appeared Tal J. Rancourt and (Name(s) of individual(s) who appeared before Notary) whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.



NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

Donald R. Dewey  
(Name of Notary Public: Print, stamp, or type as commissioned.)



  x   Personally known to me, or

           Produced identification:

           DID take the oath, or

  x   DID NOT take the oath.

**2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# S71865

**Entity Name:** EXCAVATION POINT INC.

**Current Principal Place of Business:**

7944 S GEORGE BLVD  
SEBRING, FL 33875

**Current Mailing Address:**

7944 S GEORGE BLVD  
SEBRING, FL 33875 US

**FEI Number:** 59-3080708

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

RANCOURT, TAL J  
EXCAVATION POINT INC  
7944 S. GEORGE BLVD  
SEBRING, FL 33875 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** TAL J RANCOURT

02/27/2024

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title P, S  
Name RANCOURT, TAL J  
Address 19 CLOVERLEAF BYPASS  
City-State-Zip: LAKE PLACID FL 33852

Title VP  
Name RANCOURT, ERIELLE G  
Address 1508 CLEARVIEW CT  
City-State-Zip: SEBRING FL 33870

Title VP  
Name ASBURY, BRIANNA R  
Address 207 CLOVERLEAF RD  
City-State-Zip: LAKE PLACID FL 33852

Title S, T  
Name RANCOURT, DARLENE M  
Address 19 CLOVERLEAF BYPASS  
City-State-Zip: LAKE PLACID FL 33852

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** TAL J RANCOURT

PRESIDENT

02/27/2024

Electronic Signature of Signing Officer/Director Detail

Date



# *State of Florida*

## *Department of State*

I certify from the records of this office that EXCAVATION POINT INC. is a corporation organized under the laws of the State of Florida, filed on August 8, 1991.

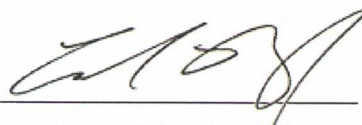
The document number of this corporation is S71865.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 27, 2024, and that its status is active.

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

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



  
*Secretary of State*

Tracking Number: 0272999692CC

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

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

# *State of Florida*

## *Department of State*

I certify from the records of this office that E P I MATERIALS is a Fictitious Name registered with the Department of State on August 26, 2014.

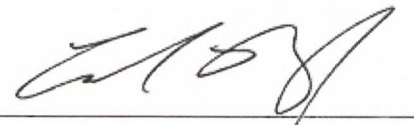
The Registration Number of this Fictitious Name is G14000087416.

I further certify that said Fictitious Name Registration is active.

I further certify that said Fictitious Name Registration filed a renewal on February 27, 2024, and expires on December 31, 2029.

*Given under my hand and the Great Seal of  
Florida, at Tallahassee, the Capital, this the  
Twenty Eighth day of February, 2024*



  
*Secretary of State*

# *State of Florida*

## *Department of State*

I certify from the records of this office that EPI is a Fictitious Name registered with the Department of State on August 26, 2014.

The Registration Number of this Fictitious Name is G14000087415.

I further certify that said Fictitious Name Registration is active.

I further certify that said Fictitious Name Registration filed a renewal on February 27, 2024, and expires on December 31, 2029.

*Given under my hand and the Great Seal of  
Florida, at Tallahassee, the Capital, this the  
Twenty Eighth day of February, 2024*



  
*Secretary of State*





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**RANCOURT, TAL**

EXCAVATION POINT INC  
7944 S GEORGE BOULEVARD  
SEBRING FL 33875

**LICENSE NUMBER: CUC1225279**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](https://MyFloridaLicense.com)



Do not alter this document in any form.

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



# Tal Rancourt

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<b>Objective</b>	Continue to expanded and build Excavation Point Inc		
<b>Experience</b>	1991–Present	Excavation Point Inc	Sebring, FL
	<b>President/Owner</b>		
	Provide complete site development construction. Scope of work includes, but is not limited to: clearing, earthwork, storm drainage, sanitary and water infrastructures, roadway and parking lot construction, recycling of aggregates and roll-off container service. Excavation Point Inc.'s 10yr annual sales average is \$9.2 million/yr. Excavation Point Inc. currently employs a total of 46 personnel. 2 supervisors, 5 office personnel, 3 office support staff, 3 mechanics, 6 working foreman, 27 field employees. Excavation Point, Inc. owned equipment resources are 45 pieces of heavy equipment, 18 heavy trucks, 12 heavy trailers 11 work trucks, numerous support equipment, with unlimited rental ability.		
	1988–1991	Spofford Stage Inc	Lake Placid, FL
	<b>Supervisor/Estimator</b>		
	Provide site development construction. Scope of work includes, but is not limited to: clearing, earthwork, storm drainage, sanitary and water infrastructures.		
	1985–1988	Pre Engineered Structures Inc	Lebanon, NH
	<b>Supervisor/Estimator</b>		
	Provide site development, foundation construction, pre-engineered steel building construction		
	1981–1985	Foreman Home Building Industry	Keene, NH
<b>Education</b>	1977–1981	High School	Keene, NH
	State of Florida Underground Utility License RU0066464 since 1994. State of Florida Underground Utility License CUC1225279 since 6/21/2016.		
<b>Interests</b>	Lake Placid Regional Utility Advisory Commission, carpentry		
<b>Computer Knowledge</b>	Google Earth, Apple, Account Edge		

## **Donald Dewey**

242 Hillside Dr • Lake Placid, FL 33852 • deweyknights@gmail.com • (863) 441-1047

Estimator and Supervisor for 8 years in the construction and paving industry with an understanding and experience in scheduling, coordinating, supervising and completing numerous types of construction jobs including road construction, road maintenance, and underground utilities.

### **SUMMARY OF QUALIFICATIONS**

- Skilled in coordinating large and small scale projects.
- Adept at leading and supervising workers while encouraging and maintaining a positive and pleasant work environment with out compromising safety.
- Demonstrated success pinpointing client needs and uncovering potential problem areas through assessment and analysis.
- Articulate and persuasive communicator at ease interacting with the public, clients, team members and management.
- Team-oriented professional eager and willing to lead and work collaboratively with colleagues to successfully achieve goals and expectations.
- Increased client transactions by identifying and cultivating new business relationships.
- Goal-driven to provide schedules, direct efforts and avoid unproductive motions.

### **TECHNICAL SKILLS**

- Well versed in using Microsoft Word, Excel, and Powerpoint.
- Skilled in utilizing computer networks.
- Highly skilled with reading an interpreting engineered plans as well as elevations.
- Trained on layout of projects and use of grade instrumentation.
- Experienced using, and calibrating computer/laser guided equipment.
- Have a strong knowledge of most mechanical and electrical equipment.
- Able to complete complex math equations in the field, check elevations and percentages as well as nearly any quantity calculation.
- Trained to implement safety in the workplace.

## **PROFESSIONAL EXPERIENCE**

**EXCAVATION POINT INC. Sebring, FL 1997-Current**

**TITLE Supervisor and Estimator**

Excavation Point is a total site development company, started in 1991 by Tal Rancourt; it has grown to meet the needs of the community. At only 35 employees Excavation Point is able to complete an abundant amount of work, due the coordination of the office staff and high quality employees.

- With EPI I have worked in all positions that I supervise. I have adequate experience in nearly every function of our business.
- I have operated every piece of equipment that EPI has in its 60 piece fleet.
- My current responsibilities include nearly all facets of the road/underground construction management. Primarily the grading and paving crews. The most important part of my position is to meet with the customer, understand their needs, price the work, schedule and supervise that the project is completed in a proper proficient manor.
- As Paving Estimator I have priced over 2000 separate projects, and have overseen the completion of nearly three-quarters of them, totaling millions of dollars.
- Along with my supervisor obligations I also am responsible for overseeing all maintenance / repair of trucks and equipment, including repairing them myself when needed.
- Over the past 7 years I have had the pleasure of completing many projects with local municipalities, including but not limited to, managing annual contracts with Desoto County, City of Zolfo, Hardee County School Board, Highlands County School Board, City of Sebring, Town of Lake Placid, City of Lake Wales, City of Avon Park and Highlands County Road and Bridge, just to mention a few.
- When problems arise at Excavation Point, I am the one who gets the call, no matter what the issue; people know that they can count on my past experience, creative thinking and resistance to stress. I will produce a solution.



## **EDUCATION AND TRAINING**

- High School Graduation 2002  
LAKE PLACID HIGH SCHOOL  
4.02 GPA
- Associates of Art Degree 2004  
UNIVERSITY OF CENTRAL FLORIDA, Orlando, Florida  
3.5 GPA
- Maintenance of Traffic certified through 2014
- Notary Public, State of Florida Current
- American Disabilities Act Training
- Class A CDL with tanker certification
- State First responder/fighter fighter 1 certified.

## **IN CLOSING**

In my career the I have found the only way to lead productively is by example. To maintain a proper example I strive to continue my education, and work hand in hand with crews to stay sharp on skills. From my experience I believe with the proper leadership and direction, crews can be more efficient, and keep a strong morale while always working safely.

Respectively Submitted,

Donald R Dewey

OEC-7057126

# CERTIFICATE OF COMPLETION



DONALD DEWEY

Has diligently and with merit completed a

30-Hour OSHA Hazard Recognition Training for the Construction Industry Course  
on 1/31/2019

from the OSHA Education Center and the American Safety Council Inc.

A handwritten signature in blue ink, appearing to read "Jeffrey Pairan", is written over a horizontal line.

Director: Jeffrey Pairan



# MICHELLE SHEETS

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## SUMMARY

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Experienced Project Coordinator for 24+ years with a demonstrated history of working in the construction industry. Skilled in End-to-End Project Management, Project Coordination, Contract Management, Project Documentation, and Project Status Reporting. Analytical, highly adaptable, experience facing challenges enthusiastically to achieve consistent quality results. Improves processes to maximize productivity and streamline cross-functional collaboration.

## EXPERIENCE

---

2007–present    Excavation Point Inc.    Sebring, FL

### *Projects Coordinator*

- Estimating both small and large commercial projects
- Assist in accounting and payroll
- Maintained coordination of all commercial projects approximately 10-15 at one time (includes communication, billing, material ordering)
- DOT EEO Officer

2003–2016    Sheets Construction Inc.    Sebring, FL

### *Treasurer & Secretary*

- Performed sales, purchasing and estimating
- Increased accuracy of accounting and payroll
- Supervision of field work

2000–2003    E.O. Koch Construction Co.    Sebring, FL

### *Projects Coordinator*

- Completed nine commercial projects – Two valued over \$2 million
- Received an reviewed estimates for approval and prepared contractors
- Maintained communication with owner, architect, vendors and subcontractors

6054 OAK LEAFE CIRCLE ♦ SEBRING FLORIDA 33876  
PHONE (863) 273-5273 ♦ EMAIL [MLSHEETS94@ICLOUD.COM](mailto:MLSHEETS94@ICLOUD.COM)

1999–2000     Mainstream Construction Group     Altamonte  
Springs, FL

*Projects Coordinator*

- Coordinated projects though out the Southeastern United States
- Organized import and export of documents

1997–1999     E.O. Koch Construction Co.     Sebring, FL

*Projects Coordinator*

- Completed fifteen commercial projects – Two valued over \$1 million
- Received an reviewed estimates for approval and prepared contractors
- Maintained communication with owner, architect, vendors and subcontractors

## EDUCATION

---

2021-present     SNHU     New Hampshire, MA  
BS in Business Administration with conc. in Project Management

- Graduation 2023 - 3.70 GPA

August 17, 2021 Qualified Stormwater Management Inspector

2004–2008     South Florida Community College     Avon Park, FL  
AAS in Drafting and Design

- Graduated *Magna Cum Laude* 3.73 GPA

June 21, 2006     Pass General Contractor's Exam

1990–1994     Sebring High School     Sebring, FL

## INTERESTS

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Spending time with family, computers, and learning new things

## COMPUTER KNOWLEDGE

---

Technically proficient in Microsoft Word & Excel, Quick Books, and Account Edge. Has knowledge of PowerPoint, AutoCAD, Master Builder and Peachtree.



# Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road, M.S. 3565  
Tallahassee, Florida 32399-2400

Ron DeSantis  
Governor

Jeanette Nunez  
Lt. Governor

Noah Valenstein  
Secretary

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let us know if there are any errors in the certificate or card, or in the grading of your exam. You can contact us at [admin@fsesci.com](mailto:admin@fsesci.com), or at the Training Program's website: [www.FSESCI.com](http://www.FSESCI.com).

**FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**  
**STORMWATER EROSION AND SEDIMENTATION CONTROL  
INSPECTOR TRAINING PROGRAM**

Michelle Sheets

<b>CLASS DATE</b>	<b>INSPECTOR #</b>
08/17/2021	48249

**QUALIFIED STORMWATER MANAGEMENT INSPECTOR  
CURRENTLY DOES NOT EXPIRE**

## QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

**Michelle Sheets**

has successfully met all requirements necessary to be fully qualified  
through the Florida Department of Environmental Protection Stormwater  
Erosion and Sedimentation Control Inspector Training Program

08/17/2021

Jared Searcy  
Statewide Training  
Coordinator

**Inspector Number 48249**

Kevin Coyne  
WQRP Program  
Administrator





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: CS

DATE (MM/DD/YYYY)

12/14/2023

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

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

<b>PRODUCER</b> FIRST INSURANCE OF LAKE PLACID 311 W INTERLAKE BLVD. LAKE PLACID, FL 33852- Laurie M. Slade, AAI		<b>CONTACT NAME:</b> Laurie M. Slade <b>PHONE (A/C, No, Ext):</b> 863-465-7000 <b>E-MAIL ADDRESS:</b> laurie@firstinlp.com <b>PRODUCER CUSTOMER ID #:</b> EXCAP-1		
<b>INSURED</b> Excavation Point, Inc. 7944 S. George Blvd. Sebring, FL 33872		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A : Owners Insurance Co.</b>		<b>32700</b>
		<b>INSURER B : Auto Owners Insurance Co.</b>		<b>18988</b>
		<b>INSURER C : Florida Citrus, Business &amp;</b>		<b>15764</b>
		<b>INSURER D : Industry</b>		
		<b>INSURER E :</b>		
<b>INSURER F :</b>				

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	X	72728871	12/30/2023	12/30/2024	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	<b>AUTOMOBILE LIABILITY</b>	X	9542217700	07/16/2023	07/16/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					PIP	\$ 10,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b>	X	4125735800	12/30/2023	12/30/2024	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b>					AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	10655927	12/30/2023	12/30/2024	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

DeSoto County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are included as Additional Insureds on the commercial general liability, umbrella & the commercial auto policies. 30 Day Notice included. Project: See Notes

**CERTIFICATE HOLDER****CANCELLATION**

<b>DESOTOB</b>  Desoto County Board of County Commissioners j.daniels@desotobocc.com 201 E. Oak St. #203 Arcadia, FL 34266	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Laurie M. Slade, AAI
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INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999AGENCY FIRST INSURANCE OF LAKE PLACID INC  
12-0066-00 MKT TERR 114 (863) 465-7000INSURED EXCAVATION POINT INC &  
IND EX LLC

ADDRESS 7944 S GEORGE BLVD

SEBRING FL 33875-5804

**UMBRELLA POLICY DECLARATIONS**

Renewal Effective 12-30-2023

**POLICY NUMBER 41-257-358-00**

Company Use 72-21-FL-9312

Company  
Bill**POLICY TERM**12:01 a.m. 12:01 a.m.  
12-30-2023 to 12-30-2024

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

**COMMERCIAL UMBRELLA****LIMITS OF LIABILITY:**

Products-Completed Operations Aggregate	\$ 5,000,000
Employers Liability Aggregate	\$ 5,000,000
Other Aggregate	\$ 5,000,000
Each Incident Limit	\$ 5,000,000

**RETAINED LIMIT:** \$ 10,000 (Waived when an Auto-Owners Insurance Group Company provides both the Commercial Automobile and Commercial General Liability coverage).

**FORMS THAT APPLY TO THIS POLICY:**

26800 (07-05)	26606 (09-19)	26895 (07-07)	26897 (10-05)	59351 (01-15)
26366 (07-05)	26296 (07-05)	26527 (09-09)	66085 (07-14)	66088 (09-14)
66110 (11-15)	66119 (12-15)	26797 (08-16)	59243 (06-00)	66127 (06-17)
66164 (12-17)	66151 (12-17)	66175 (12-17)	66206 (09-19)	66244 (06-21)
26597 (01-15)	66105 (03-15)	26405 (07-05)		

**PREMIUM****COMMERCIAL UMBRELLA PREMIUM**

THE POLICY PREMIUM SHOWN ABOVE INCLUDES:

TERRORISM

CERTIFIED ACTS SEE FORM 59351

EXCLUDED

TOTAL POLICY PREMIUM

TERM

PROGRAM: Commercial

A 10% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):  
Comm Auto(X) Comm Prop/Comm Liab(X) Farm( ) WC( ) Life(X) Personal(X).

The Total Policy Premium shown above includes:

Florida Insurance Guaranty Association Assessment	287.75
Emergency Florida Insurance Guaranty Association Assessment	411.08

Countersigned By: FIRST INSURANCE OF LAKE PLACID INC



AUTO-OWNERS INS. CO.

Issued 11-14-2023

AGENCY FIRST INSURANCE OF LAKE PLACID INC  
12-0066-00 MKT TERR 114

Company  
Bill

POLICY NUMBER  
Company Use

41-257-358-00  
72-21-FL-9312

INSURED EXCAVATION POINT INC &amp;

Term 12-30-2023 to 12-30-2024

## SCHEDULE OF UNDERLYING INSURANCE

NAME OF INSURER	TYPE OF POLICY	YOU HAVE AGREED TO MAINTAIN LIMITS AS FOLLOWS:	
OWNERS INSURANCE COMPANY	COMMERCIAL GENERAL	COMBINED	
	LIABILITY	SINGLE LIMITS	
	General Aggregate	\$3,000,000	
	Products and Completed		
	Operations Aggregate	\$2,000,000	
	Occurrence	\$1,000,000	
	Personal/Advertising		
	Injury	\$1,000,000	
AUTO-OWNERS INSURANCE COMPANY	Hired/Non-Ownership		
	Automobile Liability	Included	
	AUTOMOBILE LIABILITY	COMBINED	
		SINGLE LIMITS	
	All Owned Automobile		
	Liability	\$500,000	
	Hired/Non-Ownership		
	Automobile Liability	Included	
FLORIDA CITRUS BUSINESS & INDUSTRY	EMPLOYER'S LIABILITY	LIMIT	
	Bodily Injury by Accident	Per Accident	\$1,000,000
	Bodily Injury by Disease	Per Employee	\$1,000,000
	Bodily Injury by Disease	Policy Limit	\$1,000,000

## HOLD HARMLESS

Contractor/Consultants shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor/Consultant and other persons employed by or utilized by Contractor/Consultant in their performance under this Agreement.

**Type of Organization (Please Check One):** ☐ Individual Ownership ☐ Joint Venture  
☐ Partnership ☒ Corporation

**Name of Bidding Firm:**

Excavation Point Inc

**Mailing Address:**

7944 S George Blvd Sebring Florida 33875

**Location Address:**

7944 S George Blvd

**City & State:** Sebring, Florida **ZIP:** 33875

**Telephone:** (863) 471-1997 **Fax Number:** (863) 386-1997

**Name/Title of person authorized to bind the Company:** Tal J. Rancourt, President

**Signature of person authorized to bind the Company:** 

**Date:** April 4, 2024

## DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Excavation Point Inc. (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature: \_\_\_\_\_

  
Tal J. Rancourt, President

Dated: \_\_\_\_\_ April 4, 2024



**SWORN STATEMENT UNDER SECTION 287.133(3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

Before me, the undersigned, personally appeared who, being by me first duly sworn, made the following statement:


1. The business address of Excavation Point Inc. [name of firm]  
  
is 7944 S George Blvd Sebring Florida 33875
2. My relationship to Excavation Point Inc. [name of firm] is President  
[relationship, such as sole proprietor, partner, president, vice president].
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

~~7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list. The name of the convicted person or affiliate is~~

~~A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

[Draw a line through paragraph 7 if paragraph 6 above applies.]

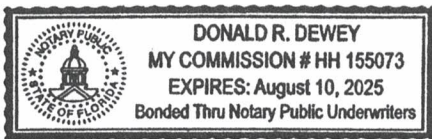
  
SIGNATURE – Tal J. Rancourt, President

State of Florida  
County of Highlands

On this the 4 day of April, 2024, before me, the undersigned Notary Public of the State of Florida, personally appeared Tal J. Rancourt and (Name(s) of individual(s) who appeared before Notary) whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:



Donald R. Dewey  
(Name of Notary Public: Print, stamp, or type as commissioned.)

  x   Personally known to me, or

       Produced identification:

       DID take the oath, or

  x   DID NOT take the oath.



## NON-COLLUSION AFFIDAVIT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any DeSoto County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any DeSoto County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME	RELATIONSHIPS
NOT APPLICABLE	

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

### AFFIDAVIT

STATE OF FLORIDA, COUNTY OF HIGHLANDS

**BEFORE ME, the undersigned authority, personally came and appeared, Tal J. Rancourt, who after being duly sworn, deposed and said that he is the fully authorized President of Excavation Point Inc. (hereinafter referred to as affiant), and said affiant further said:**

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.



SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 4 DAY OF APRIL, 2024. NOTARY PUBLIC

AFFIANT

Company Name: Excavation Point Inc.

Address: 7944 S George Blvd Sebring Florida 33875

Phone Number: (863) 471-1997

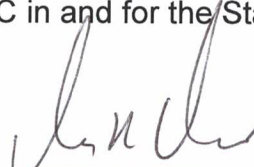
Signature:   
Tal J. Rancourt – President

NON-COLLUSION AFFIDAVIT IN THE STATE OF FLORIDA  
IN THE COUNTY OF HIGHLANDS

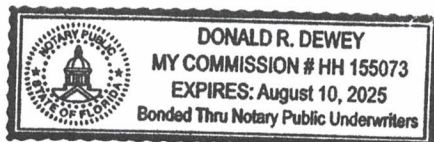
Being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders.

Subscribed and sworn before me this 4 day of April, 2024

NOTARY PUBLIC in and for the State of Florida

Signature   
Donald R. Dewey

Seal





**DeSoto County Board of County Commissioners**  
**Administrative Services Department**  
 201 East Oak Street, Suite 203  
 Arcadia, Florida 34266  
 PH: 863-993-4816 Fax: 863-993-4819

**LOCAL VENDOR PREFERENCE  
STATEMENT OF QUALIFICATIONS**

Complete all areas below. Incomplete forms may be rejected. Submit by mail or fax to the above address.

1. LEGAL NAME OF BUSINESS: EXCAVATION POINT INC.

MAILING ADDRESS	PHYSICAL ADDRESS (if different)
<u>7944 S. GEORGE BLVD</u>	
<u>SEBRING FL 33875</u>	

2. Year your business was established: 1991

3. Local Business Tax Number: B0010-95 Issued by: HIGHLANDS COUNTY

4. Enter the Company Name and Address as it appears on permit:

EXCAVATION POINT INC  
7944 S. GEORGE BLVD  
SEBRING FL 33875

5. Does your business have more than one office in the State of Florida?

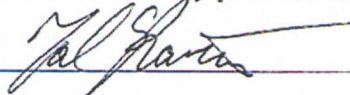
Yes ☐ No ☒ If so, List: \_\_\_\_\_

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

Yes ☒ No ☐

\*\*\*\*\*

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on DeSoto County products and services.

Authorized Signature:  Date: 6-8-11

Printed Name & Title: TAL BANCOURT, PRESIDENT Phone: 863-471-1997

**Received via mail Desoto County 06-15-11**



**LOCAL PREFERENCE POLICY  
AFFIDAVIT OF ELIGIBILITY**

**A. Authorized Representative**

I, [name] TAL KANCAURT, am the [title] PRESIDENT  
and the duly authorized representative of:  
[name of business] EXCAVATION POINT INC. and that I possess  
direct personal knowledge to make informed responses to these certifications and the legal  
authority to make this Affidavit on behalf of the business for which I am acting on behalf of.

**B. Place of Business:** I certify that the above business is legally authorized to engage in the sale  
of goods and/or services and has a physical place of business in DeSoto County. The physical  
address of the location, which meets the above criteria, is:

7944 S. GEORGE BLVD SEBING FL 33875

Initial TK

**C. Business History:** I certify that business operations have been handled at the above physical  
location for at least one (1) year and began on [date] 1997 Initial TK

**D. Fees and Taxes:** I certify that this business is not delinquent in the payment of fees, HIGHLANDS  
assessments, taxes to any governmental unit or taxing authority within DeSoto County, with  
the exception of those, which are the subject of a legal current appeal. [Initial] TK

*Each of the above certifications is required to meet the qualification of "Local Business" under  
the DeSoto County Procurement Policy.*

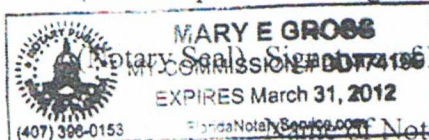
Tal Kancourt  
Signature of Affiant

TAL KANCAURT  
PRESIDENT

State of Florida

County of HIGHLANDS

Sworn to (or affirmed) and subscribed before me this 8 day of June, 2011, by  
(name of person making statement).



Notary:

Mary E Gross

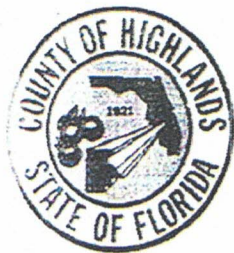
Notary (typed or printed)

Mary E Gross

Personally Known ☒ OR Produced Identification ☐ Type of Identification Produced \_\_\_\_\_

Submit executed copy to DeSoto County Purchasing, 201 E Oak St., Suite 203, Arcadia, FL 34266





# 2010 NOTICE OF PROPOSED PROPERTY TAXES

Highlands County Property Appraiser

C. Raymond McIntyre, C.F.A

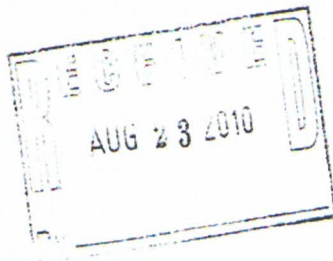
560 S. Commerce Ave.

Sebring, FL 33870

**DO NOT PAY**

**THIS IS NOT A BILL**

EXCAVATION POINT INC  
7944 GEORGE BLVD S  
SEBRING, FL 33872



Tangible  
Account Number: 80010-95

Business  
7944 S GEORGE BLVD

40 Taxing Authorities	Prior Year 2009			Current Year 2010				
	Taxable Value	Your Final Tax Rate and Taxes Last Year		Taxable Value	Your Tax Rate and Taxes if Proposed budget change is made		Your Tax Rate and Taxes if No budget change is made	
		Tax Rate	Taxes		Tax Rate	Taxes	Tax Rate	Taxes
County:	1,350,430	7.1000	9,588.05	1,191,800	7.1000	8,461.78	8.3349	9,933.53
Public Schools:								
By State Law:	1,350,430	5.2640	7,108.66	1,191,800	5.1180	6,099.63	6.1290	7,304.64
By Local Board:	1,350,430	2.4230	3,272.09	1,191,800	2.4980	2,977.12	2.8212	3,362.31
Municipal:								
Water Mgmt. Districts:								
Water Management	1,350,430	0.5693	768.80	1,191,800	0.5693	678.49	0.6503	775.03
Penalty: 0%			0.00			0.00		0.00
Total Tangible Personal Property Tax:			20,737.60			18,217.02		21,375.41
* Column #	1	2	3	4	5	6	7	8

Property Appraiser Value Information as of January 1	Market Value	Assessed Value for School Levies	Assessed Value for Non-School Levies
Prior Year: 2009	1,375,430	1,375,430	1,375,430
Current Year: 2010	1,216,800	1,216,800	1,216,800

Applied Assessment Reduction	Applies To	Prior Value	Current Value
Homestead Cap	All taxes	0	0
Non-Homestead 10% Cap	Non-School Taxes	0	0
Agricultural Classification	All taxes	0	0
Homestead Portability	All taxes	0	0
Exemptions	Applies to	Prior Value	Current Value
First Homestead	All taxes	0	0
Additional Homestead	Non-School Taxes	0	0
Limited Income Senior	County Operating Taxes	0	0
Limited Income Senior	City Operating Taxes	0	0
Other	All Taxes	25,000	25,000

\* If you feel the market value of your property is inaccurate or does not reflect the fair market value on January 1, 2010, or if you are entitled to an exemption or classification that is not reflected above, please contact your Property Appraiser at:

560 South Commerce Avenue  
SEBRING, FL 33870-3899

Customer Service: (863) 402-6670

If the Property Appraiser's Office is unable to resolve the matter as to market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the County Property Appraiser and must be filed on or before:

Sept. 13, 2010





# 2010 NOTICE OF PROPOSED PROPERTY TAXES

63.155

Highlands County Property Appraiser

C. Raymond McIntyre, C.F.A.

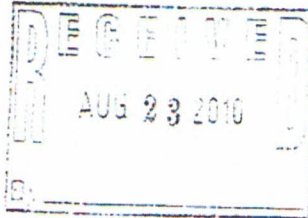
560 S. Commerce Ave.

Sebring, FL 33870

**DO NOT PAY**

**THIS IS NOT A BILL**

EXCAVATION POINT INC  
7944 S GEORGE BLVD  
SEBRING, FL 33875



C 16 35 29 A00 0120 0000

A 0.75 ACRE TR IN W 1/2 OF  
SW 1/4 OF SE 1/4 OF SEC 16  
ALONG N R/W OF SR 66  
PER OR 680-PG 313

40 Taxing Authorities	Prior Year 2009			Current Year 2010				
	Taxable Value	Your Final Tax Rate and Taxes Last Year		Taxable Value	Your Tax Rate and Taxes if Proposed budget change is made		Your Tax Rate and Taxes if No budget change is made	
		Tax Rate	Taxes		Tax Rate	Taxes	Tax Rate	Taxes
County:	80,334	7.1000	570.37	65,129	7.1000	462.42	8.3349	542.84
Public Schools:								
By State Law:	80,334	5.2640	422.88	65,129	5.1180	333.33	6.1290	399.18
By Local Board:	80,334	2.4230	194.65	65,129	2.4980	162.69	2.8212	183.74
Municipal:								
Water Mgmt. Districts:								
South West Florida:	80,334	0.5693	45.73	65,129	0.5693	37.08	0.6503	42.35
Total Ad-Valorem Property Taxes:			1,233.63			995.52		1,168.11
* Column #	1	2	3	4	5	6	7	8

Property Appraiser Value Information as of January 1	Market Value	Assessed Value for School Levies	Assessed Value for Non-School Levies
Prior Year: 2009	80,334	80,334	80,334
Current Year: 2010	65,129	65,129	65,129

Applied Assessment Reduction	Applies to	Prior Value	Current Value	* If you feel the market value of your property is inaccurate or does not reflect fair market value on January 1, 2010, or if you are entitled to an exemption or classification that is not reflected above, please contact your Property Appraiser at:  560 South Commerce Avenue SEBRING, FL 33870-3899 Customer Service: (863) 402-6659  If the Property Appraiser's Office is unable to resolve the matter as to market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the County Property Appraiser and must be filed on or before:  Sept. 13, 2010
Homestead Cap	All taxes	0	0	
Non-Homestead 10% Cap	Non-School Taxes	0	0	
Agricultural Classification	All taxes	0	0	
Homestead Portability	All taxes	0	0	
Exemptions	Applies to	Prior Value	Current Value	
1st Homestead	All taxes	0	0	
Additional Homestead Cap	Non-School Taxes	0	0	
Reduced Income Senior	County Operating Taxes	0	0	
Reduced Income Senior	City Operating Taxes	0	0	
2nd	All Taxes	0	0	

## BIDDERS CHECKLIST

Bids will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with bid.

- ☒ Completely Executed Bid Package (original and one (1) copy)
- ☒ Bid Proposal Form
- ☒ Qualifications Statement Form
- ☒ Hold Harmless Form
- ☒ Drug Free Workplace Form
- ☒ Public Entity Crimes Form
- ☒ Non-Collusion Affidavit
- ☒ Local Preference Affidavit (If Applicable)

**BID TABU**  
**FY 23/24 ANNUAL ROAD PAVING & I**  
**BID NO. 24**

Ajax Paving Inc

	Line No.	Pay Item	Description/Note	Unit	Quantity	Unit Price
<b>ANNUAL ROAD PAVING PROJECT</b>	1	1.1	Mobilization	LS	1	\$115,520.47
	2	2.1	Maintenance of Traffic	LS	1	\$113,619.78
	3	3.1	Milling	LS	1	\$11,227.02
	4	4.1	Asphalt Type S-3 1.25-inch Average (Site 1: NE Childress Avenue)	TN	435	\$212.86
	5	4.2	Asphalt Type S-3 1.25-inch Average (Site 2: NE Forrest Avenue)	TN	439	\$211.98
	6	4.3	Asphalt Type S-3 1.75-inch Average (Site 3: NW Sycamore Street)	TN	456	\$244.99
	7	4.4A	Asphalt Type S-3 1.25-inch Average (Site 4: NW Myrtle Avenue north of NW Pine Hurst Drive)	TN	298	\$247.16
	8	4.4B	Asphalt Type S-3 1.75-inch Average (Site 4: NW Myrtle Avenue - NW Pine Hurst Drive Intersection and South)	TN	1281	\$201.33
	9	4.5	Asphalt Type S-3 1-inch Average (Site 5: SW Mariposa Drive)	TN	163	\$237.75
	10	4.6	Asphalt Type S-3 1.25-inch Average (Site 6: SE Arthur Street)	TN	531	\$199.10
	11	4.7	Asphalt Type S-3 2-inch Average (Site 7: SW Dishong Avenue)	TN	2128	\$175.97
	12	5.1	Shell Road Base (LBR 100)	CY	50	\$473.19
	13	5.2	Embankment for Drop-Off Correction	CY	350	\$101.78
	14	6.1	Sod	SY	7000	\$11.56
	15	7.1	Striping - 6-inch White Edgeline (Thermoplastic)	LF	15468	\$1.19
	16	7.2	Striping - 6-inch Solid Yellow (Thermoplastic)	LF	11486	\$1.19
	17	7.3	Striping - 6-inch Yellow Skip Stripe (30-10) (Thermoplastic)	GM	0.46	\$1,567.73
	18	7.4	Striping - 24-inch White Stop Bar (Thermoplastic)	LF	166	\$14.40
	19	7.5	Raised Pavement Markers	EA	12	\$6.27
	<b>ANNUAL ROAD PAVING PROJECT BID TOTAL</b>			-	-	-
	1	B1	Mobilization	LS	1	\$25,915.65
	2	B2	Maintenance of Traffic	LS	1	\$29,456.98



# BREWER PARK PAVING PROJECT

3	B3	Grading Existing Millings/Base Material (Areas 1 through 3)	SY	7859	\$3.62
4	B4	Asphalt Type S-1 (2-inch Thick-One Lift) (Areas 1 through 3)	TN	928	\$205.64
5	B5	Speed Bump - Remove and Replace (Includes Traffic Paint)	EA	3	\$5,970.78
6	B6	Excavate 12-inch Existing Trail Base / Roots and Replace with 12-inch Shell Material to 6" Outside Trail Limits	SY	182	\$207.53
7	B7	Asphalt Type S-1 (1.5-inch Thick-One Lift) (Trail Patches)	TN	172	\$229.98
8	B8	18-inch Wide Butt Mill	LF	56	\$10.00
9	B9	Remove and Reset Existing Wheel Stop	EA	53	\$163.06
10	B10	New Wheel Stop (Includes Remove and Dispose of Existing Broken Wheel Stop)	EA	53	\$106.61
11	B11	Striping - 6-inch White Parking Lot Striping (High-Build Water-Bourne Traffic Paint - 20 wet mils min.)	LF	2228	\$4.08
12	B12	Striping - 6-inch Blue ADA Parking Lot Striping (High-Build Water-Bourne Traffic Paint - 20 wet mils min.)	LF	144	\$5.34
13	B13	Striping - 24-inch White Stop Bar (High-Build Water-Bourne Traffic Paint - 20 wet mils min.)	LF	90	\$12.54
14	B14	Paving Marking - ADA Parking Symbol (High- Build Water-Bourne Traffic Paint - 20 wet mils min.)	EA	4	\$125.42
15	B15	Stop Sign	AS	5	\$816.47
16	B16	Embankment for Drop-Off Correction	CY	100	\$113.91
17	B17	Sod	SY	1600	\$11.09
<b>BREWER PARK PAVING PROJECT BID TOTAL</b>			-	-	-
<b>COMBINED BID TOTAL</b>			-	-	-

**ILATION**  
**BREWER PARK PAVING PROJECT**  
**-12-00ITB**

Industries of FL, LLC		Excavation Point, Inc.		Preferred Materials, Inc.	
Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
\$115,520.47	\$60,230.00	\$60,230.00	\$117,445.00	\$117,445.00	
\$113,619.78	\$20,000.00	\$20,000.00	\$79,265.00	\$79,265.00	
\$11,227.02	\$30,650.00	\$30,650.00	\$111,700.00	\$111,700.00	
\$92,594.10	\$156.43	\$68,047.05	\$237.80	\$103,443.00	
\$93,059.22	\$156.43	\$68,672.77	\$237.10	\$104,086.90	
\$111,715.44	\$156.43	\$71,332.08	\$197.40	\$90,014.40	
\$73,653.68	\$156.43	\$46,616.14	\$218.55	\$65,127.90	
\$257,903.73	\$156.43	\$200,386.83	\$213.50	\$273,493.50	
\$38,753.25	\$156.43	\$25,498.09	\$272.25	\$44,376.75	
\$105,722.10	\$156.43	\$83,064.33	\$191.25	\$101,553.75	
\$374,464.16	\$156.43	\$332,883.04	\$197.90	\$421,131.20	
\$23,659.50	\$100.00	\$5,000.00	\$444.00	\$22,200.00	
\$35,623.00	\$75.00	\$26,250.00	\$119.40	\$41,790.00	
\$80,920.00	\$6.30	\$44,100.00	\$4.85	\$33,950.00	
\$18,406.92	\$1.43	\$22,119.24	\$1.25	\$19,335.00	
\$13,668.34	\$1.43	\$16,424.98	\$1.25	\$14,357.50	
\$721.16	\$1,875.00	\$862.50	\$1,600.00	\$736.00	
\$2,390.40	\$17.22	\$2,858.52	\$14.70	\$2,440.20	
\$75.24	\$7.50	\$90.00	\$6.40	\$76.80	
\$1,563,697.51	-	\$1,125,085.57	-	\$1,646,522.90	
\$25,915.65	\$23,515.00	\$23,515.00	\$25,300.00	\$25,300.00	
\$29,456.98	\$7,500.00	\$7,500.00	\$24,700.00	\$24,700.00	

\$28,449.58	\$2.55	\$20,040.45	\$3.05	\$23,969.95
\$190,833.92	\$156.00	\$144,768.00	\$214.75	\$199,288.00
\$17,912.34	\$1,500.00	\$4,500.00	\$5,350.00	\$16,050.00
\$37,770.46	\$75.00	\$13,650.00	\$127.10	\$23,132.20
\$39,556.56	\$156.00	\$26,832.00	\$258.20	\$44,410.40
\$560.00	\$25.00	\$1,400.00	\$61.20	\$3,427.20
\$8,642.18	\$100.00	\$5,300.00	\$70.50	\$3,736.50
\$5,650.33	\$150.00	\$7,950.00	\$108.95	\$5,774.35
\$9,090.24	\$4.80	\$10,694.40	\$4.15	\$9,246.20
\$768.96	\$6.40	\$921.60	\$5.45	\$784.80
\$1,128.60	\$15.00	\$1,350.00	\$12.80	\$1,152.00
\$501.68	\$150.00	\$600.00	\$128.20	\$512.80
\$4,082.35	\$975.00	\$4,875.00	\$834.40	\$4,172.00
\$11,391.00	\$75.00	\$7,500.00	\$119.35	\$11,935.00
\$17,744.00	\$6.30	\$10,080.00	\$13.40	\$21,440.00
\$429,454.83	-	\$291,476.45	-	\$419,031.40
\$1,993,152.34	-	\$1,416,562.02	-	\$2,065,554.30



# DeSoto County

5/14/2024

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**Item #: 16.**

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- ☐ Consent Agenda    ☐ Quasi-Judicial Public Hearing  
☒ Regular Business    9:00 am  
☐ Public Hearing    Choose an item.

**DEPARTMENT:**    Human Resources  
**SUBMITTED BY:**    Latrinda Jones, Human Resources Director  
**PRESENTED BY:**    Mandy Hines, County Administrator

**TITLE & DESCRIPTION:**  
**Contract/Environmental Services Director.**

**REQUESTED MOTION:**  
**To confirm the County Administrator's promotion and appointment of Jeffrey Phipps to the position of Environmental Services Director and approve the employment contract as presented.**

**SUMMARY:**  
**All Department and or Division Directors will be appointed by the County Administrator and shall be confirmed by the Board of County Commissioners. Jeffrey Phipps has been selected by the County Administrator to fill the position of Environmental Services Director with the Board approval.**

**BACKGROUND:**  
**Jeffrey Phipps has eleven years of experience working for DeSoto County in the Environmental Services Department as a supervisor. Mr. Phipps is responsible for assisting, directing, and controlling the operations of the Landfill department. He is knowledgeable in safety, regulations and compliance and performs work in the field of maintenance and repair of landfill operations.**

**FUNDS:**  
Budget Amount: Click or tap here to enter text.  
Actual Agenda Item: Click or tap here to enter text.  
Cost: Click or tap here to enter text.  
Account Number: Click or tap here to enter text.  
Explanation: Click or tap here to enter text.

HR

April 4, 2024

Mandy Hines  
County Administrator  
201 E. Oak Street  
Arcadia, FL 34266

Dear Mandy,

I Jeff Phipps, would like to be considered for the Environmental Services Director position. I have extensive knowledge in the Environmental Services Department and as of April 2, 2024, I will have 11 years with DeSoto Board of County Commissioners.

Sincerely,

Jeffrey Phipps



Environmental Services Supervisor

## EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 14th day of May 2024, by and between DESOTO COUNTY, a political subdivision of the State of Florida, acting by and through the DeSoto County Board of County Commissioners, 201 E. Oak Street, Arcadia, Florida 34266, hereinafter referred to as (Employer), and Jeffrey Phipps hereinafter referred to as (Employee).

### 1. EMPLOYMENT

The Employer hereby employs, engages and hires the Employee as Environmental Services Director. Employee is an "at will" employee and as such works at the pleasure of the County Administrator.

### 2. BEST EFFORTS OF EMPLOYEE

Employee agrees that he/she will at all times faithfully, industriously, and to the best of his or her ability, experience and talents, perform all of the duties that may be required of and from him/her pursuant to the express and implicit terms of the Agreement to the reasonable satisfaction of Employer.

### 3. TERM OF EMPLOYMENT

a. The term of this Agreement commences on May 18, 2024. Employee agrees to remain in the exclusive employ of DeSoto County, and to neither accept nor to become employed by any other employer while serving DeSoto County, except as may otherwise be approved by the County Administrator.

b. Employee's service shall be reviewed by the County Administrator in accordance with the Personnel Policies of DeSoto County.

c. Nothing in this Agreement shall prevent or otherwise interfere with the right of the Employer to evaluate the performance of the Employee at any time, and to continue or terminate the service of the Employee at any time.

#### **4. COMPENSATION AND BENEFITS**

a. Employer agrees to pay Employee for his/her services rendered pursuant hereto an annual salary of \$67,000.00, payable weekly at the same time other employees of Employer are paid.

b. Employee is entitled to the following benefits as part of his/her employment with DeSoto County.

- 1) Health Care: "Employee only" coverage paid by the County, effective per current Health Plan wait period.
- 2) Vacation:
  - Seven (7) days the first year;
  - Ten (10) days beginning the second year through the fifth year;
  - Fifteen (15) days beginning the sixth year through the tenth year; and
  - Twenty (20) days the beginning of the eleventh year.
- 3) Sick Leave: Two (2) hours per week.
- 4) Retirement – Membership in the Florida Retirement System in the Senior Management Service Class (SMSC) if position is designated; otherwise in the Regular Class.
- 5) Pay Increases:
  - Cost of living increases or any other pay increases that are approved by the Board and apply to all County employees;
  - Merit increases at the discretion of the Administrator within budgeted amounts, not to exceed 10% per year.



- 6) Workers Compensation, FICA (Employer Matching), Unemployment Compensation and Florida Retirement Plan (Employer Contribution) will all be paid by the County.

## **5. PROFESSIONAL DEVELOPMENT**

a. The County may pay for Employee's annual membership cost for up to two (2) professional organizations.

b. The County will pay for the cost of out of County travel when traveling on County business which includes attendance at conferences, seminars, etc., which are for professional development.

## **6. SEVERANCE**

a. In the event Employee voluntarily resigns his/her position, Employee shall not be entitled to severance pay. However, Employee shall receive accumulated annual leave and fifty percent (50%) of his/her accumulated sick leave up to a maximum of two hundred (200) hours.

b. If Employee is asked to resign or is terminated, he/she will receive thirty(30) working days of severance pay in addition to all accumulated annual leave and fifty percent (50%) of unused sick leave up to a maximum of two hundred (200) hours.

c. If Employee retires, he/she will receive all accumulated annual leave and fifty percent (50%) of accumulated sick leave up to a maximum of two hundred (200) hours.

d. If employee is convicted of a crime, he/she will be terminated, no severance benefits will be paid and all accumulated annual and sick leave will be forfeited.

## **7. NOTICE OF RESIGNATION**

Employee is required to provide the County Administrator with sixty (60) days written notice of resignation. The County Administrator may accept less notice time if it is determined that less notice would not adversely affect the County. However, if Employee fails to provide the required sixty days notice and the Administrator does not accept less than the sixty days notice, the Employee will not be entitled to receive any severance or accumulated leave benefits, but shall receive a final pay check.

## **8. BENEFITS IN CASE OF EXTENDED ILLNESS**

In addition to being eligible for the County Sick Leave Sharing, the County Administrator may propose to the Board extension of benefits for Employee for a specified period of time. The recommendation will list the specific benefits requested and the time frame for the request.

## **9. EMPLOYMENT STATUS**

In addition to the fact that the Employee works at the pleasure of the County Administrator and is an "at will" employee, the Administrator may elect to place Employee on a leave with pay or without pay for a specified period of time. If Employee is placed on leave with pay status, he/she will continue to receive all benefits and pay as they were prior to being placed on the leave with pay status. If Employee is placed on a leave without pay status, he/she will continue to receive all benefits he/she received prior to his/her status change with the exception of being paid.

## **10. MODIFICATION OF POLICY**

If the Board modifies the Employment Policy Affecting Director Positions, Employee agrees that this contract is subject to and shall be amended to conform to such modifications.

## **11. INDEMNIFICATION**

The Employer shall defend, save harmless and indemnify the Employee against any actions, in tort or if he/she is named in his/her capacity as Environmental Services Director as a party defendant in any action for any injury or damage suffered as a result of any act, event or omission of action in the scope of his/her duties or function, unless he/she acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Employer shall not be liable in tort for the acts or omissions of the Employee committed while acting outside the course and scope of his/her agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. Employer shall have the right to settle and compromise claims brought against Employee in his/her official capacity.

## **12. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be in DeSoto County, Florida.

## **13. EXTENT OF AGREEMENT**

This Agreement represents the entire integrated agreement between the Employer and Employee and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended, supplemented, modified, changed or cancelled by a duly executed written instrument.

**[Remainder of page intentionally left blank]**

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

ATTEST:

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
County Administrator

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

WITNESSES:

EMPLOYEE

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

\_\_\_\_\_  
Jeffrey Phipps

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



# DeSoto County

5/14/2024

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**Item #: 17.**

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- ☐ Consent Agenda    ☐ Quasi-Judicial Public Hearing  
☒ Regular Business    3:00 pm  
☐ Public Hearing    Resolution

**DEPARTMENT:**    Public Safety  
**SUBMITTED BY:**    **Jamie Howell**  
**PRESENTED BY:**    **Chad Jorgensen**

**TITLE & DESCRIPTION:**

**Resolution/Write-Off Delinquent EMS Accounts FY 2021-2022.**

**REQUESTED MOTION:**

**To adopt a Resolution writing off all uncollected ambulance accounts during fiscal year fiscal year 2021-2022.**

**SUMMARY:**

**Ambulance accounts that have been unable to be collected by the collection agency for fiscal year 2021-2022.**

**BACKGROUND:**

**This year Desoto County Fire Rescue provided 3,289 billable ambulance transports and collected \$1,133,809.94 in payments. All uncollectible patient accounts greater than one-hundred twenty (120) days are written off each year and forwarded to the collection agency, UFMS, Inc. for further collection efforts. The total uncollectible balance during the fiscal year 2021-2022 is \$494,418.40. The collection agency, United Financial collected \$29,175.53 in bad debts during the fiscal year. This left a total of \$465,242.87 in uncollected bad debts in fiscal year 2021-2022.**

**FUNDS:**

Budget Amount: Click or tap here to enter text.  
Actual Agenda Item: Click or tap here to enter text.  
Cost: Click or tap here to enter text.  
Account Number: Click or tap here to enter text.  
Explanation: Click or tap here to enter text.

<u>FIRST NAME</u>	<u>LAST NAME</u>	<u>CLIENT#</u>	<u>OUR#</u>	<u>DATE PAID</u>	<u>TYPE</u>	<u>AMOUNT</u>	<u>FEE</u>	<u>%</u>	<u>BALANCE</u>	<u>MEMO</u>	<u>STAT</u>	<u>SERVICE</u>	<u>REFERRED</u>
VICTOR	ALTERSBERGER	24647	2095983	03/15/22	CH	656.39	134.55	20.50%	0.00	2015	PIF	01/22/21	08/17/21
FEDERICO	ARANA	23704	2046686	02/18/22	DP	637.50	130.68	20.50%	0.00	PER ELYSE	PIF	10/02/20	02/18/21
THOMAS	BEILSTEIN	25932	2130833	01/07/22	DP	762.50	0.00	0.00%	0.00	W/OFF-MONICA	PIF	06/19/21	11/15/21
JAMES	BELL	25590	2146906	02/03/22	CH	65.00	13.32	20.50%	100.00	4034	PPP	05/09/21	01/26/22
BARNEY	BROOKSHIRE	26844	2173813	04/14/22	CH	650.00	133.25	20.50%	0.00	174	PIF	10/07/21	03/17/22
PATRICIA	BUTTS	26698	2173753	04/04/22	DP	700.00	143.50	20.50%	0.00	PER MONICA	PIF	09/18/21	03/17/22
TIMOTHY	CASSELS	20447	1892133	10/25/21	CH	25.00	5.12	20.50%	25.00	2756018188	PIF	09/13/19	02/14/20
TIMOTHY	CASSELS	20447	1892133	12/06/21	CH	25.00	5.12	20.50%	0.00	2773621936	PIF	09/13/19	02/14/20
TIMOTHY	CASSELS	20581	1892134	10/25/21	CH	25.00	5.12	20.50%	85.00	2756018189	PIF	09/16/19	02/14/20
TIMOTHY	CASSELS	20581	1892134	12/06/21	CH	85.00	17.42	20.50%	0.00	2773621937	PIF	09/16/19	02/14/20
ALFRED	CHURCHILL JR	26265	2173761	05/11/22	CH	245.00	50.22	20.50%	0.00	1236	PIF	08/01/21	03/17/22
EDWARD	CONDRA	21872	1929058	06/28/22	DP	206.60	0.00	0.00%	0.00	PER BILL	PIF	02/14/20	05/26/20
EDWARD	CONDRA	21872	1929058	06/28/22	DP	518.40	106.27	20.50%	206.60	PER BILL COPY	PIF	02/14/20	05/26/20
ALANDRE	COOPER	22577	2006111	05/27/22	DP	130.51	26.75	20.50%	0.00	PER BROOKE	PIF	05/15/20	11/24/20
MARGUERITE	CROSBY	27402	2218477	09/09/22	CH	95.00	19.47	20.50%	0.00	A:PDC:00092924	PIF	12/13/21	07/25/22
MARIA	DIAZ	20907	2173742	08/19/22	DP	630.30	129.21	20.50%	0.00	PER ELYSE	PIF	11/02/19	03/17/22
JOHN	DRYMON	17876	2120921	01/12/22	DP	838.75	171.94	20.50%	0.00	PER KAREN	PIF	08/25/18	10/19/21
KEVIN	EDMINSTER	25741	2207962	08/19/22	CH	100.00	20.50	20.50%	600.00	6251	HOT	05/27/21	06/22/22
EMMIT	EVANS	26430	2130850	05/11/22	DP	426.50	0.00	0.00%	136.00	PER BILL COPY	PIF	08/21/21	11/15/21
EMMIT	EVANS	26430	2130850	05/27/22	DP	136.00	27.88	20.50%	0.00	PER ELYSE	PIF	08/21/21	11/15/21
MARJORIE	EYE	26361	2146924	02/18/22	DP	100.00	20.50	20.50%	90.00	PER ELYSE	PIF	08/13/21	01/26/22
MARJORIE	EYE	26361	2146924	04/04/22	CH	90.00	18.45	20.50%	0.00	448	PIF	08/13/21	01/26/22
STANLEY	FERGUSON	28117	2218501	09/20/22	CH	217.68	44.62	20.50%	0.00	3118	PIF	02/26/22	07/25/22
JACQUELINE	FLEMING	25826	2189455	07/20/22	DP	240.00	49.20	20.50%	0.00	PER ELYSE	PIF	06/07/21	04/27/22
HESNEL	FRANCOIS	19642	1920260	06/23/22	CH	896.52	183.78	20.50%	0.00	52681	PIF	05/03/19	04/29/20
GLENDA	GARCIA	24767	2086314	09/23/22	DP	115.44	23.66	20.50%	0.00	PER KAREN	PIF	02/05/21	07/13/21
LORNA	GARDNER	27578	2196591	06/08/22	CH	245.00	50.22	20.50%	0.00	210	PIF	01/02/22	05/19/22
CARLOS	GONZALEZ	27957	2218515	09/23/22	DP	1029.17	210.97	20.50%	0.00	PER KAREN	PIF	02/09/22	07/25/22
ASHLEY	GRIMALDI	25999	2146930	02/15/22	CH	203.51	41.71	20.50%	0.00	7974	PIF	06/28/21	01/26/22
STEPHANIE	HALE	21416	2014576	12/09/21	CH	668.20	136.98	20.50%	0.00	A:PDC:00084831	PIF	01/08/20	12/18/20
LANCE	HASTINGS	23663	2067921	12/03/21	DP	169.80	34.80	20.50%	0.00	PER KAREN	PIF	09/26/20	05/13/21
RICARDO	HERRERA	18151	1829847	05/27/22	DP	160.35	32.87	20.50%	0.00	PER BROOKE	PIF	10/06/18	08/29/19
VIRGIL	HINKLE	18398	2139412	03/20/22	DP	50.00	10.25	20.50%	20.00	PER ELYSE	CSB	11/10/18	12/30/21
MARGARET	HOFFMASTER	25864	2121008	03/02/22	CH	207.13	42.46	20.50%	0.00	A:PDC:00086575	PIF	06/11/21	10/19/21
MARGARET	HOFFMASTER	25864	2121008	03/02/22	CH	200.00	41.00	20.50%	207.13	A:PDC:00086574	PIF	06/11/21	10/19/21
MARY	HOSKINS	21713	2102985	04/26/22	DP	76.80	15.74	20.50%	0.00	PER BROOKE	PIF	01/26/20	09/17/21
LARRY	HUDSON	23004	2095959	03/11/22	DP	250.00	51.25	20.50%	0.00	PER ELYSE	PIF	07/09/20	08/17/21
THOMAS	HURLEY	27149	2207913	07/15/22	CH	110.19	22.58	20.50%	0.00	2381	PIF	11/13/21	06/22/22
SONJA	JENNINGS	25688	2120989	08/23/22	DP	805.00	165.02	20.50%	345.00	PER ELYSE	CDE	05/20/21	10/19/21
MELVIN	JOHNSTON	27509	2196620	08/19/22	DP	122.66	25.14	20.50%	0.00	PER ELYSE	PIF	12/26/21	05/19/22
PATRICK	KING	20105	1865885	12/09/21	CH	650.00	133.25	20.50%	0.00	698834	PIF	06/02/19	12/23/19
PATRICK	KING	20187	1865884	12/09/21	CH	550.00	112.75	20.50%	0.00	698835	PIF	07/11/19	12/23/19
JENNA	LEWIS	26058	2139419	01/20/22	CC	550.00	112.75	20.50%	0.00	A:PDC:00085592	PIF	07/06/21	12/30/21
THOMAS	LYNN	25025	2095979	03/11/22	DP	744.92	152.70	20.50%	0.00	PER ELYSE	PIF	03/08/21	08/17/21
DANIEL	MACHADO	23934	2065849	12/13/21	CC	350.00	71.75	20.50%	394.00	A:PDC:00084979	CSK	11/02/20	05/06/21
DONALD	MARTEN	21478	1964345	02/07/22	CH	250.00	51.25	20.50%	0.00	4312	PIF	01/15/20	09/01/20
PRISCILLA	MCDANIEL	25242	2189402	05/17/22	CH	20.00	4.10	20.50%	55.00	3620	PPP	03/29/21	04/27/22

JOHN	MCEWEN	25174	2120943	11/02/21	CH	50.00	10.25	20.50%	224.64	A:PDC:00083808	PIF	03/25/21	10/19/21
JOHN	MCEWEN	25174	2120943	12/02/21	CH	50.00	10.25	20.50%	174.64	A:PDC:00083809	PIF	03/25/21	10/19/21
JOHN	MCEWEN	25174	2120943	01/03/22	CH	50.00	10.25	20.50%	124.64	A:PDC:00083810	PIF	03/25/21	10/19/21
JOHN	MCEWEN	25174	2120943	02/02/22	CH	50.00	10.25	20.50%	74.64	A:PDC:00083811	PIF	03/25/21	10/19/21
JOHN	MCEWEN	25174	2120943	03/02/22	CH	50.00	10.25	20.50%	24.64	A:PDC:00083812	PIF	03/25/21	10/19/21
JOHN	MCEWEN	25174	2120943	04/04/22	CH	24.64	5.05	20.50%	0.00	A:PDC:00083813	PIF	03/25/21	10/19/21
PAMELA	MCLENDON	25373	2120948	05/27/22	DP	550.00	112.75	20.50%	0.00	PER BROOKE	PIF	04/13/21	10/19/21
KRISTEN	MILLER	22422	2046711	07/19/22	CH	129.85	26.61	20.50%	0.00	586227	PIF	04/20/20	02/18/21
DOLLY	MILLS	21157	2112424	04/08/22	CH	50.00	10.25	20.50%	0.00	2186	PIF	12/06/19	10/06/21
BEVERLY	MINTERN	27186	2173878	04/22/22	DP	195.11	0.00	0.00%	442.39	PER BILL COPY	PIF	11/17/21	03/17/22
BEVERLY	MINTERN	27186	2173878	06/28/22	DP	442.39	90.68	20.50%	0.00	PER BILL COPY	PIF	11/17/21	03/17/22
BEVERLY	MINTERN	27226	2173879	04/22/22	DP	163.87	0.00	0.00%	373.63	PER BILL COPY	PIF	11/21/21	03/17/22
BEVERLY	MINTERN	27226	2173879	06/28/22	DP	373.63	76.59	20.50%	0.00	PER BILL	PIF	11/21/21	03/17/22
SARAH	MONTGOMERY	27983	2218556	09/16/22	CH	662.50	135.81	20.50%	0.00	A:PDC:00093152	PIF	02/11/22	07/25/22
SHIRLEY	MORA	25748	2121004	04/01/22	CH	275.00	56.37	20.50%	0.00	A:PDC:00088158	PIF	05/28/21	10/19/21
SHIRLEY	MORA	27423	2196679	07/11/22	CH	275.00	56.37	20.50%	0.00	A:PDC:00090303	PIF	12/15/21	05/19/22
JUAN	MORALEZ GONZALEZ	27234	2207917	08/02/22	CH	194.29	39.82	20.50%	0.00	A:PDC:00091818	PIF	11/22/21	06/22/22
JARRIS	MOSELY	21405	2189409	07/22/22	DP	650.00	133.25	20.50%	0.00	PER BROOKE	PIF	01/07/20	04/27/22
OLA	NORMAN	21495	2006100	10/21/21	CH	109.97	22.54	20.50%	0.00	A:PDC:00082576	PIF	01/16/20	11/24/20



HELEN	NOWLAND	27302	2218517	08/08/22	CH	250.00	51.25	20.50%	0.00	A:PDC:00091868	PIF	12/01/21	07/25/22
STANLEY	OSBORN	27143	2207938	07/06/22	CH	290.00	59.45	20.50%	0.00	A:PDC:00091194	PIF	11/11/21	06/22/22
TERESA	PARTIN	25640	2120979	11/08/21	DP	712.50	146.06	20.50%	0.00	PER KAREN	PIF	05/15/21	10/19/21
MIKE	PAWELL	23863	2046737	12/20/21	CH	50.00	10.25	20.50%	600.00	A:PDC:00082513	CDE	10/24/20	02/18/21
MIKE	PAWELL	23863	2046737	01/04/22	CH	50.00	10.25	20.50%	550.00	A:PDC:00085289	CDE	10/24/20	02/18/21
MIKE	PAWELL	23863	2046737	01/19/22	CH	50.00	10.25	20.50%	500.00	A:PDC:00085570	CDE	10/24/20	02/18/21
MATTHEW	PLYMALE	24752	2112441	12/13/21	CH	820.72	168.24	20.50%	0.00	109923	PIF	02/03/21	10/06/21
IRIS	POLK	21705	1964359	01/12/22	DP	181.79	37.26	20.50%	0.00	PER KAREN	PIF	01/26/20	09/01/20
ROGER	REC	22312	2046751	01/12/22	DP	240.00	49.20	20.50%	0.00	PER KAREN	PIF	04/02/20	02/18/21
LINDA	RODRIGUEZ	27827	2207907	07/20/22	DP	6.11	1.25	20.50%	0.00	PER ELYSE	PIF	01/27/22	06/22/22
LARRY	ROWLINSON	25716	2121001	11/04/21	CC	65.00	13.32	20.50%	0.00	A:PDC:00083898	PIF	05/22/21	10/19/21
JOANN	SABELLA	27633	2207948	06/27/22	CH	625.00	128.12	20.50%	0.00	A:PDC:00090799	PIF	01/10/22	06/22/22
SUSAN	SAMS	26154	2139439	04/13/22	CH	50.00	10.25	20.50%	195.00	5442	PIF	07/19/21	12/30/21
SUSAN	SAMS	26154	2139439	05/10/22	CH	50.00	10.25	20.50%	145.00	5450	PIF	07/19/21	12/30/21
SUSAN	SAMS	26154	2139439	06/08/22	CH	50.00	10.25	20.50%	95.00	5457	PIF	07/19/21	12/30/21
SUSAN	SAMS	26154	2139439	07/08/22	CH	50.00	10.25	20.50%	45.00	5465	PIF	07/19/21	12/30/21
SUSAN	SAMS	26154	2139439	08/16/22	CH	45.00	9.22	20.50%	0.00	5473	PIF	07/19/21	12/30/21
SUSAN	SAMS	26519	2146967	08/16/22	CH	5.00	1.02	20.50%	240.00	5473	PIF	08/31/21	01/26/22
SUSAN	SAMS	26519	2146967	09/08/22	CH	50.00	10.25	20.50%	190.00	5480	PIF	08/31/21	01/26/22
JESSE	SCARBROUGH	27214	2189466	05/19/22	CH	250.00	51.25	20.50%	0.00	A:PDC:00089632	PIF	11/20/21	04/27/22
ROBERT	SIMMS	26416	2196664	07/20/22	DP	541.72	111.05	20.50%	0.00	PER ELYSE	PIF	08/20/21	05/19/22
DAVID	SKIVER	25160	2139442	01/24/22	CH	575.93	118.06	20.50%	0.00	9900123	PIF	03/23/21	12/30/21
DAVID	SKIVER	25786	2139441	01/24/22	CH	202.97	41.60	20.50%	0.00	9900123	PIF	06/01/21	12/30/21
JOHNNY	SMITH	26314	2207935	08/19/22	DP	100.00	20.50	20.50%	175.00	PER ELYSE	PPP	08/06/21	06/22/22
RICK	STEGMEIER	23892	2067935	04/21/22	CH	167.75	34.38	20.50%	0.00	6003	PIF	10/27/20	05/13/21
ROBERT	SWAILS	25053	2130802	01/07/22	DP	240.00	49.20	20.50%	0.00	PER KAREN	PIF	03/11/21	11/15/21
JOHN	TARANTINO	26269	2173754	04/07/22	CH	91.02	18.65	20.50%	0.00	1546	PIF	08/01/21	03/17/22
CATHERINE	TICE	25574	2146978	03/31/22	CC	61.63	12.63	20.50%	0.00	A:PDC:00087684	PIF	05/08/21	01/26/22
ANNE	TRAGLIA	26217	2173779	07/15/22	CH	275.00	56.37	20.50%	400.00	9694	PIF	07/25/21	03/17/22
ANNE	TRAGLIA	26217	2173779	07/25/22	CH	200.00	41.00	20.50%	200.00	9700	PIF	07/25/21	03/17/22
ANNE	TRAGLIA	26217	2173779	08/09/22	CH	200.00	41.00	20.50%	0.00	9707	PIF	07/25/21	03/17/22
DIANE	VAUTRINOT	24886	2196667	06/03/22	CH	32.34	6.62	20.50%	0.00	1418	HOT	02/19/21	05/19/22
DIANE	VAUTRINOT	24886	2196667	06/30/22	CH	-32.34	-6.62	20.50%	32.34	ADJ/060322	HOT	02/19/21	05/19/22
CIRILO	VAZQUEZ	25806	2121007	12/02/21	CA	100.00	20.50	20.50%	475.00	CASH	CAE	06/02/21	10/19/21
CIRILO	VAZQUEZ	25806	2121007	01/27/22	CA	100.00	20.50	20.50%	375.00	CASH	CAE	06/02/21	10/19/21
BARY	WARNER	27969	2207925	06/27/22	CC	245.00	50.22	20.50%	0.00	A:PDC:00090720	PIF	02/11/22	06/22/22
MARGARET	WARNER	25370	2196668	05/27/22	DP	50.00	10.25	20.50%	175.00	PER ELYSE	PNB	04/13/21	05/19/22
CALEB	WEEKS	26138	2139450	01/26/22	CH	261.54	53.61	20.50%	0.00	A:PDC:00085608	PIF	07/17/21	12/30/21
SUZANNE	WEISER	24398	2120934	11/11/21	DP	190.00	38.95	20.50%	0.00	PER KAREN	PIF	12/25/20	10/19/21
KATHLEEN	WEISS	24749	2095978	03/07/22	DP	447.01	91.63	20.50%	297.91	per cleint	PIF	02/03/21	08/17/21
KATHLEEN	WEISS	24749	2095978	04/22/22	DP	297.91	61.07	20.50%	0.00	PER BILL COPY	PIF	02/03/21	08/17/21
ROOSEVELT JR	WILLIAMS	21846	1951797	03/07/22	DP	559.86	114.77	20.50%	265.14	per cleint	CWK	02/11/20	07/23/20

TOTALS						<u>\$ 29,175.53</u>	<u>\$ 5,620.99</u>
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# Accounting Roll Forward - Fiscal Year Financial Summary

## DeSoto County Fire Rescue

Date Range    Jun 2011 - Mar 2024

Mo End	Beginning AR	A (+) Sales Original	B (+) Sales Payer Reclass	C (-) Sales Adjustments	D (-) Bad Debt Adjustments	E (-) Contractual Adjustments	F (-) Cash Receipts	Ending AR	G Net Sales	H DSO
FYE 09/11*	0.00	274,567.20	84,904.22	73,704.39	3,966.00	46,669.37	126,494.35	108,637.31	239,097.66	48
FYE 09/12	108,637.31	1,017,044.49	386,327.30	385,195.48	165,566.35	175,648.55	628,605.45	156,993.27	842,527.76	56
FYE 09/13	156,993.27	1,370,149.35	455,256.32	459,653.58	200,145.43	362,698.08	736,892.01	223,009.84	1,003,054.01	59
FYE 09/14	223,009.84	1,396,200.15	501,811.65	501,082.92	346,978.35	350,775.11	724,206.96	197,978.30	1,046,153.77	52
FYE 09/15	197,978.30	1,495,675.22	575,249.18	577,406.52	253,065.60	391,952.83	803,960.00	242,517.75	1,101,565.05	59
FYE 09/16	242,517.75	1,886,990.30	726,494.47	728,679.81	347,843.14	556,139.03	905,920.61	317,419.93	1,328,665.93	62
FYE 09/17	317,419.93	1,816,197.40	677,473.22	681,619.26	300,943.83	571,883.69	880,843.33	375,800.44	1,240,167.67	76
FYE 09/18	375,800.44	1,753,085.63	677,669.35	676,195.87	471,818.95	520,642.35	787,931.02	349,967.23	1,233,916.76	73
FYE 09/19	349,967.23	1,761,102.67	765,872.56	769,216.23	391,114.06	494,010.69	838,815.54	383,785.94	1,263,748.31	80
FYE 09/20	383,785.94	2,029,746.94	864,186.10	869,882.16	469,748.41	564,151.20	984,722.98	389,214.23	1,459,899.68	70
FYE 09/21	389,214.23	2,135,207.57	1,008,950.60	1,019,892.92	508,139.88	565,063.23	994,093.02	446,183.35	1,559,202.02	76
FYE 09/22	446,183.35	2,283,824.78	1,150,138.38	1,153,713.96	494,418.40	602,072.26	1,133,809.94	496,131.95	1,678,176.94	79
FYE 09/23	496,131.95	2,295,281.01	1,132,222.11	1,143,918.50	614,570.57	513,193.62	1,239,953.49	411,998.89	1,770,391.00	66
FYE 09/24 YTD	411,998.89	1,233,851.20	525,614.54	534,851.72	243,774.74	245,731.12	586,275.45	560,831.60	978,882.90	88

\* - Denotes short fiscal year. Digitech billing commenced with June 01, 2011 dates of service.

### Filter Criteria

Accounting Period: Jun 2011 - Mar 2024

**DESOTO COUNTY, FLORIDA**

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
DESOTO COUNTY, FLORIDA,**

**WHEREAS**, the Board of County Commissioners of Desoto County, Florida has diligently attempted to collect outstanding invoices, in the amount of \$465,242.87 for Emergency Medical Services for the period ending September 30, 2022; and

**WHEREAS**, having uncollected invoices audited as “anticipated revenues” represents an inaccurate picture of the finances of Desoto County; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are hereby incorporated as part of this Resolution.

**Section 2.** That Emergency Medical Services, invoices in the amount of \$465,242.87 are hereby declared uncollectible; and

**Section 3.** That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 14th day of May, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF DESOTO COUNTY, FLORIDA

\_\_\_\_\_  
Mandy Hines  
County Administrator

By: \_\_\_\_\_  
Jerod` Gross  
Chairman

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Donald D. Conn  
County Attorney